CITY OF EDGEWOOD
FOUNDED 1924

Ray Bagshaw Mayor		John Dowless Council President
Ben Pierce Council Member		Lee Chotas Council Member
Susan Fortini Council Member		Richard Alan Horn Council Member

CITY COUNCIL AGENDA
Regular Meeting
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, February 20, 2018
6:30 p.m.

WELCOME! We are very glad you have joined us for today's Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however a five-minute limit has been set by Council. Large groups are asked to name a spokesperson. Robert's Rules of Order guide the conduct of the meeting. PLEASE SILENCE ALL CELLULAR PHONES AND PAGERS DURING THE MEETING. "THANK YOU" for participating in your City Government.

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. PRESENTATION

- **(Pg. 1)** Problem Gamling Awareness Month – Mayor Proclamation

E. CONSENT AGENDA

1. Review and Approval of Minutes

   - **(Pgs. 2-8)** January 16, 2018 City Council Meeting Minutes

(Items on the consent agenda are defined as routine in nature, therefore, do not warrant detailed discussion or individual action by the Council. ***Any member of the Council may remove any item from the consent agenda simply by verbal request prior to consideration of the consent agenda.*** *The removed item(s) are moved to the end of New Business for discussion and consideration.)*

F. ORDINANCES

1. **(Pgs. 9-27)** **ORDINANCE 2018-04** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA REZONING CERTAIN LANDS GENERALLY LOCATED ON THE SOUTH SIDE OF HOLDEN AVENUE NEAR THE INTERSECTION OF

HOLDEN AVENUE AND HOLDEN RIDGE AVENUE COMPRISING APPROXIMATELY 13.46 ACRES +/- FROM R1A AND R1AA (SINGLE FAMILY DWELLING) TO PD (PLANNED DEVELOPMENT); PROVIDING FOR A PLANNED DEVELOPMENT ON SAID LANDS AND PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH DEVELOPMENT; PROVIDING THAT THE OFFICIAL ZONING MAP BE MODIFIED ACCORDINGLY; PROVIDING FOR CONFLICTS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

2. Discussion of OCPS Proposed Land Use Plan and Developer's Agreement

3. **(Pgs. 28-38)** **ORDINANCE 2018-06** -AN ORDINANCE OF THE CITY EDGEWOOD, ORANGE COUNTY, FLORIDA, CREATING SECTION 10-10. "CITY OF EDGEWOOD DOG FRIENDLY DINING PROGRAM"; PROVIDING FOR ALLOWANCE OF PATRONS' DOGS AT CERTAIN OUTDOOR SEATING AREAS OF RESTAURANTS; PROVIDING DEFINITIONS; PROVIDING RESTRICTIONS AND REQUIREMENTS RELATED TO ALLOWANCE OF DOGS AT OUTDOOR SEATING AREAS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. **(Pgs. 39-41)** **RESOLUTION 2018-01** - **A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA, DECLARING AS SURPLUS AND AUTHORIZING THE DONATION OF 19 BALLISTIC VESTS, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

2. **(Pgs. 42-47)** Agreement For Use As A Polling Place -Orange County Supervisor of Election

3. **(Pgs. 48-57)** Interlocal Agreement for Municipal Separate Storm Sewer System Permit Activities – Orange County

4. **(Pg. 58)** Decide Terms of Office for 2018 Council Members

J. GENERAL INFORMATION (No action required)

K. CITIZEN COMMENTS

L. BOARDS & COMMITTEES

None.

M. STAFF REPORTS

City Attorney Smith:

Police Chief Freeburg:

- **(Pgs. 59-60)** Monthly Report

City Clerk Meeks:

N. MAYOR & COUNCIL REPORTS

- **Mayor Bagshaw**
- **Council President Dowless**
- **Council Member Chotas**
- **Council Member Fortini**
- **Council Member Horn**
- **Council Member Pierce**

O. ADJOURNMENT

UPCOMING MEETINGS:

Monday, March 12, 2018.....Planning & Zoning Board Meeting (6:30 p.m.)
Tuesday, March 20, 2018.....Regular City Council Meeting (6:30 p.m.)

You are welcome to attend and express your opinion. Please be advised that Section 286.0105, Florida Statutes state that if you decide to appeal a decision made with respect to any matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made. In accordance with the American Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, he or she should telephone the City Clerk at (407) 851-2920.

CITY OF EDGEWOOD, FLORIDA
MAYORAL PROCLAMATION

WHEREAS, *The City of Edgewood has designated March as Problem Gambling Awareness Month to demonstrate its support in addressing problem gambling, and to support the initiative of Florida Council on Compulsive Gambling to bring awareness to the issues surrounding problem gambling in our community; and*

WHEREAS, *problem gambling is a serious public health issue which impacts family, friends, and businesses with significant societal and economic costs, affecting more than one million Floridians of all ages, races, and ethnic backgrounds in all communities; and*

WHEREAS, *it is estimated that more than 6 million people of every age, race, ethnicity, and socio-economic status suffer from problem gambling and need treatment; and*

WHEREAS, *the issue of problem gambling is a community issue, as 8 -10 people are affected for every one problem gambler and conservative estimated social costs are $7 Billion annually; and*

WHEREAS, *educating the public about how problem gambling affects everyone in the community, including youth, older adults, and families, is essential if we are to be proactive about this problem; and*

WHEREAS, *the Florida Council on Compulsive Gambling's 2018* ***Shine the Light on Problem Gambling-the Hidden Addiction*** *awareness campaign provides an opportunity for the public, policymakers, educators, businesses, mental health, criminal justice professionals, the gaming industry, and others, to make known the adverse effects of problem gambling, as well as available treatment; and*

WHEREAS, *any individual, profession, or organization whom is dedicated to assisting those in need can participate in raising awareness and treating problem gambling by promoting the statewide 24-hour HelpLine, 888-Admit-it.*

THEREFORE, BE IT RESOLVED *that I, Ray Bagshaw, Mayor of the City of Edgewood, do hereby proclaim the month of March 2018 as Problem Gambling Awareness Month.*

Dated this 20th *day of* February *2018*

Ray Bagshaw

Ray Bagshaw, Mayor

Attest:

BMeeks

Bea L. Meeks, MMC, CPM, CBTO
City Clerk

SEAL

CITY OF EDGEWOOD
FOUNDED 1924

CITY COUNCIL MEETING MINUTES
Tuesday, January 16, 2018

CALL TO ORDER

Council President Dowless called the January 16, 2018 City Council meeting to order at 6:30 p.m. He asked for a moment of silence then resident Les Slesnick led everyone in the Pledge of Allegiance.

City Clerk Meeks noted the absence of Council Member Pierce and then announced there was a quorum. City Clerk Meeks said Council Member Pierce gave advance notice of a work conflict. ***Council President Dowless made the Motion that Council Member Pierce be excused; Second by Council Member Fortini. The Motion was approved (4/0) to excuse Council Member Pierce.***

PRESENTATION

None.

CONSENT AGENDA

1. Review and Approval of Minutes

    - December 19, 2017 City Council Meeting Minutes

Council President Dowless noted an addition to the minutes and one correction to the minutes. **Council President Dowless made the Motion to approve the minutes with the one addition and correction; Second by Council Member Chotas. Approved (4/0)**

ORDINANCES

None.

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

- **ORDINANCE 2018-01** - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA TO EXTEND A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF EDGEWOOD ON ACCEPTANCE, REVIEW, PROCESSING, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT, BUILDING PERMITS, SITE PLANS, ZONING APPROVALS, SPECIAL EXCEPTIONS, AND DEVELOPMENT ORDERS THAT WOULD ALLOW NEW DEVELOPMENT OR CHANGE

OF EXISTING USES TO ANY OF THE FOLLOWING USES ON PROPERTIES WHICH ARE BOTH LOCATED WITHIN THE C-1, C-2 OR C-3 ZONING DISTRICTS AND ADJACENT TO ORANGE AVENUE, HOFFNER AVENUE, GATLIN AVENUE, HANSEL AVENUE, OR HOLDEN AVENUE: PUBLISHING PLANTS, SKATING RINKS, FROZEN FOOD LOCKERS, AMUSEMENT AND RECREATIONAL FACILITIES IN WHICH THE AMUSEMENT AND RECREATIONAL ACTIVITIES DO NOT OCUR WITHIN A FULLY ENCLOSED STRUCTURE (INCLUDING MINIATURE GOLF COURSES, GO-CART TRACKS, GOLF DRIVING RANGES, BASEBALL BATTING RANGES AND TRAMPOLINE CENTERS), MECHANICAL GARAGES, HEATING AND AIR CONDITIONING SALES AND SERVICE, WHOLESALE BAKERIES, SOFT DRINK BOTTLING, PRODUCTS TESTING (MATERIALS, EQUIPMENT, OR PRODUCTS), MACHINE SHOPS, MANUFACTURING, STORAGE AND WHOLESALE DISTRIBUTION WAREHOUSES, TRADE SHOPS (EXCEPT FOR CABINET MAKERS AND UPHOLSTERING) TIN SMITHS, RUG AND CARPET CLEANING, MATTRESS RENOVATIONS, ELECTRICAL SHOPS, ROOFING SHOPS, PLUMBING SHOPS, CAR WASHES, CONFECTIONARY MANUFACTURE, FURNITURE STRIPPING, GARMENT MANUFACTURING, VEHICULAR BODY AND PAINTING SHOPS, BUS REPAIR, CAB REPAIR, LIGHT TRUCK REPAIR, MEAT PROCESSING (INCLUDING STORAGE, CUTTING, AND DISTRIBUTION), WHOLESALE PRODUCTS DISTRIBUTION, WHOLESALE COMMERCIAL ESTABLISHMENTS THAT OCCUPY MORE THAN 50,000 SQUARE FEET, MACHINERY SALES, MACHINERY RENTAL, MACHINERY STORAGE, OUTDOOR STORAGE OF MERCHANDISE, OUTDOOR STORAGE OF PARTS OR OTHER EQUIPMENT, BUILDING MATERIAL STORAGE, CONTRACTORS' STORAGE AND EQUIPMENT YARDS (INCLUDING WELL DRILLING EQUIPMENT AND LAND CLEARING EQUIPMENT), MINIWHAREHOUSES, MILK BOTTLING AND DISTRIBUTION PLANTS, ICE CREAM MANUFACTURING, CITRUS PROCESSING, WELDING SHOPS, COIN LAUNDRIES, THRIFT STORES, OPEN AIR FLEA MARKETS, AUCTIONS, RADIO BROADCASTING AND TELECASTING STATIONS STUDIOS AND OFFICES, NEW OR USED CAR OR BOAT SALES, ADOPTING FINDINGS OF FACT; DIRECTING STAFF TO CONTINUE TO STUDY AND DEVELOP LAND DEVELOPMENT CODE PROVISIONS AND OTHER RECOMMENDATIONS RELATED TO THE C-1, C-2 AND C-3 ZONING DISTRICTS; PROVIDING FOR EXPIRATION AND EXTENSION OF THE MORATORIUM; PROVIDING STANDARDS FOR RELIEF FROM THE APPLICATION OF THE MORATORIUM; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

City Attorney Smith gave the second and final reading of Ordinance 2018-01 in title only. Council President Dowless opened for public comments.

Public Comments:

Scott Baker, Esquire - Attorney Baker noted that he represents twenty-two Edgewood business owners. He asked that Council not extend the moratorium. He said there were concerns about the uncertainty and what way to go for future sales of a business. He said there were concerns with being able to add on to a business.

Tina Demostene: Resident Demostene opened with "Good job". She said the moratorium is a minor slow down to allow staff time to re-group and she is in favor of the moratorium.

Addressing one of resident Demostene's comments, Mayor Bagshaw confirmed that he asked Planner Hardgrove to move forward with the Zoning Code and on the Edgewood District. Planner Hardgrove said Orange County is working on transient oriented changes because of SunRail. She said they are using form-based planning which is more restrictive. She said form-based code is more mixed use. She confirmed for Council President Dowless that there will probably be at least three Planning & Zoning

Board meetings needed to address everything. Council President Dowless said he does not want the process to take more than one year.

Council Member Chotas made the Motion to deny the extension of the moratorium; stating there is no need shown to extend. The Motion died due to the lack of a Second.

Motion by Council Member Fortini to approve the second and final reading of Ordinance 2018-01; Second by Council Member Horn.

The Motion was approved by the following roll call vote (3/1):

Council Member Chotas	***Deny***
Council Member Horn	***Favor***
Council Member Fortini	***Favor***
Council President Dowless	***Favor***

ORDINANCE 2018-02 - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, RELATING TO SIGNS; REPEALING AND REPLACING CHAPTER 122 OF THE CITY OF EDGEWOOD CODE OF ORDINANCES RELATING TO SIGNS; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR A PURPOSE, DEFINITIONS, PERMITTING PROCESSES AND APPEALS FROM SIGN PERMIT DENIALS, PROHIBITED SIGNS, GENERAL REGULATIONS AND SPECIFIC STANDARDS OF ZONING DISTRICTS, SIGN LIGHTING AND ILLUMINATION, EXISTING SIGNS WHICH WILL BE NONCONFORMING AFTER ENACTMENT OF THIS ORDINANCE, REMOVAL OF SIGNS, SUBSTITUTION OF NON-COMMERCIAL SPEECH FOR COMMERCIAL SPEECH, CONTENT NEUTRALITY AS TO SIGN MESSAGE (VIEWPOINT), ILLEGAL SIGNS ON PUBLIC PROPERTY AND SAFETY CONSIDERATIONS; PROVIDING FOR SEVERABILITY IN GENERAL; PROVIDING FOR SEVERABILITY WHERE LESS SPEECH RESULTS; PROVIDING FOR SEVERABILITY OF PROVISIONS PERTAINING TO PROHIBITED SIGNS; PROVIDING FOR CODIFICATION, CONFLICTS, AND EFFECTIVE DATE.

City Attorney Smith gave the second and final reading of Ordinance 2018-02 in title only. Council President Dowless referred to City Attorney Smith.

City Attorney Smith said he would address the changes made as a result of the first public hearing.

Section 122-10 (Agenda Pg. #38 Line 834) [Electronic changeable message signs unless otherwise specifically allowed herein.] The question was asked about changing the electronic message. Mayor Bagshaw said he is okay with electronic messaging except it cannot be not flashing or moveable. City Attorney Smith said crawler signs are not allowed.

Public Comments:

Tina Demostene – Resident Demostene commended staff on their work of the Ordinance. She offered the following: (1) Regarding animated signs and prohibited signs, she said projecting lights are not addressed. Council Member Fortini said they are non-intrusive. (2) Section on flags does not specify" no commercial message". Acknowledged that you cannot address content (3) Noted on Page 15/Line 611 that there was no requirement to include "to scale drawing elevation" and "to scale site plan". City

Attorney Smith said the change can be made. (4) Noted on Page 17/paragraph "c" regarding obtaining approval from "any other government agency" resident Demostene suggested adding "Not to exceed a certain number of days". City Attorney Smith said the extension is for the City's benefit. (5). Noted there was already an Appeal section and did not feel it needed to be written again. City Attorney Smith said in this section of the Code, it is specific to the sign code. (6) Regarding decals, resident Demostene said another part of the Code says not to exceed 2 square feet or 10%. City Attorney Smith said branding is exempt. (7) Did not see a prohibition on lighting around windows. (8) Referenced Page 23 regarding temporary signs (banner signs) and stated she thought 40 sq. ft. is too large. Resident Demostene asked about the process specific to a variance. City Attorney Smith said a typical variance just needs to show hardship. (9) Regarding "intent" on Page 28, "Comprehensive Sign Plan", resident Demostene said she thought it is important to establish a color theme. (10) Resident Demostene referenced line 1114 and said she thought it was important to include an analysis. Discussion was held on Resident Demostene's comments and some changes were made based on the discussion.

In response to Mayor Bagshaw, Planner Hardgrove said the Code does not address the size of hanging signs. City Attorney Smith pointed out where this is addressed in the code. Council President Dowless said he would like for there to be consistency for shopping center tenants. Resident Demostene suggested making it a requirement that the developer determines the consistent theme. City Attorney Smith noted the following language be added "multi-occupants shall be architecturally consistent with other signage on the parcel"

Council Member Fortini said she wanted to go back and discuss digital signage and encouraged allowing digital signage. She said you cannot get one message without flipping a few times to get your message. Council Members said they were good with a digital sign changing once a day and fit within one sign. Resident Demostene said she objects to the digital sign. Mayor Bagshaw said there are pros and cons but safety is a factor with digital signage. He said it can be re-addressed at another time.

Sue Fulford- Edgewood business owner – Ms. Fulford referenced Council Member Fortini's concern about Cornerstone sign. Council Members confirmed that Cornerstone is not in the City; therefore, the City's sign Code does not affect the Cornerstone sign. City Attorney Smith confirmed for Council Member Chotas that the comprehensive sign plan does not include digital signage.

Bethanne Baer, Realtor-Agreed that digital signs will happen but need to see in real life. She suggested looking at other cities similar in size that allows digital signs. Planner Hardgrove said that OCPS will be asking for an electronic message sign for the proposed school on Holden. City Attorney Smith confirmed for Council Member Chotas that under the comprehensive sign plan, if it is a prohibited sign but fits their plan, it is allowed.

John Moccio- City Attorney Smith confirmed for resident and business owner Moccio that if you have a sign that is not architecturally consistent, it is grandfathered in.

City Attorney Smith summarized the following amendments to the Ordinance:

1 Lines 611-613 - Add "to scale drawing elevation" and "to scale site plan",
2 Lines 1042-1046 – Add " and architecturally consistent with other signs on the parcel",
3 Lines 1003-1009 – Include a requirement to establish a color theme and color palette,
4 Between Lines 1114-1115 – Add language regarding providing an analysis prior to the deviation of the requirements of the sign code,

Council President Dowless noted there are five amendments; noting the first stated amendment are two separate changes (Line 611 and Line 613).

Council President Dowless made the Motion to approve the second and final reading of Ordinance 2018-02 with the agreed upon amendments; Second by Council Member Fortini.

The Motion was approved by the following roll call vote (4/0):

Council Member Chotas	*Favor*
Council Member Fortini	*Favor*
Council President Dowless	*Favor*
Council Member Horn	*Favor*

ORDINANCE 2018-03 - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF THE INCORPORATED AREA OF THE CITY OF EDGEWOOD WITHIN A MUNICIPAL SERVICE TAXING UNIT DESIGNATED BY ORANGE COUNTY TO PROVIDE FIRE PROTECTION AND EMERGENCY RESCUE SERVICES; PROVIDING FOR ANNUAL RENEWAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

City Attorney Smith gave the second and final reading of Ordinance 2018-03 read in title only.

Council President Dowless made the Motion to approve the second and final reading of Ordinance 2018-03; Second by Council Member Horn.

Council President Dowless opened for public hearing; there were no public comments.

The Motion was approved by the following roll call vote (4/0):

Council Member Fortini	*Favor*
Council President Dowless	*Favor*
Council Member Horn	*Favor*
Council Member Chotas	*Favor*

Council President Dowless confirms the Ordinance will be sent to the County.

UNFINISHED BUSINESS

- Planning & Zoning Board Appointment

Mayor explained that Council did not address the reappointment of Marion Rayburn in the December Council meeting.

Council Member Chotas made the Motion to approve the reappointment of Planning & Zoning Board Member Rayburn; Second by Council Fortini. Approved.

NEW BUSINESS

None.

GENERAL INFORMATION (No action required)

None.

CITIZEN COMMENTS

No Citizen Comments.

BOARDS & COMMITTEES

None.

STAFF REPORTS

City Attorney Smith:

Police Chief Freeburg:

- Monthly Report

Chief Freeburg reported that he attended his first Florida Police Chief's conference. He also reported on the recent arrest made off of Stratemyer. He said there were several arrests made for drugs and guns. Chief Freeburg said his department is trying to get more involved on social media. He reminded everyone that it is "move over month" and will be heavily enforced.

City Clerk Meeks:

City Clerk Meeks reported that qualifying for the March election begins next week. She said that due to qualifying, City Hall will be open all day on Friday instead of closing at noon.

MAYOR & COUNCIL REPORTS

- **Mayor Bagshaw -**

Mayor Bagshaw thanked Council for the gift cards presented to him in the December Council meeting. He reported on the quiet zones. He said project should be completed in two months. Mayor Bagshaw reported that Gatlin Avenue to Stratemeyer will be repaved.

- **Council President Dowless –**

No report.

- **Council Member Chotas –**

No report.

- **Council Member Fortini –**

Council Member Fortini asked Mayor Bagshaw to give a report on the Ft. Gatlin shopping center. Mayor Bagshaw said all he can give is "rumor". He shared a discussion his wife had with a tenant regarding damage to the shopping plaza that may mean demolition of the building. Mayor Bagshaw said he was told that The Waterfront has sold again. He confirmed that Kal Hussein closed on the thirteen acres on Holden Avenue, where the proposed school site is.

- **Council Member Horn –**

No report.

- **Council Member Pierce:**

Absent.

ADJOURNMENT

Having no further business or discussion, Council member Fortini made a Motion to adjourn; Second by Council Member Horn. The City Council meeting adjourned at 8:43 p.m.

_____
John Dowless
Council President

_____
Bea L. Meeks, MMC, CPM, CBTO
City Clerk

Approved on _____

CITY OF EDGEWOOD
FOUNDED 1924

From the desk of the City Clerk....
Bea L. Meeks, MMC, CPM, CBTO

TO:	**Mayor Bagshaw, Council President Dowless, Council Members Chotas, Fortini, Pierce and Horn**
CC:	**Police Chief Freeburg and City Attorney Smith**
DATE:	**February 13, 2018**
RE:	**Ordinance No. 2018-04 - Rezoning**

Ordinance No. 2018-04 is in included in your agenda packet, along with Deputy City Clerk Repp's report regarding the Planning & Zoning Board's decision. You will note that they agreed on a continuance and will consider in their April 9, 2018 Board meeting.

I have included the Ordinance in your packet because it was published for first reading on March 20, 2018. Please note that the publication included the following language:

"The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The hearings will be conducted in the City Council Chambers located at 405 Larue Avenue, Edgewood, Florida. "

As you can see, Council can set this Ordinance for first reading, time certain, without the need to re-publish.

RECOMMENDATION: Schedule time-certain the first reading of Ordinance 2018-04 for public reading on Tuesday, May 15, 2018 at 6:30 p.m. or soon thereafter.

CITY OF
EDGEWOOD
FOUNDED 1924

Planning and Zoning Report
February 12, 2018

Planning and Zoning's recommendation for Ordinance No 2018-04 Rezoning property on Holden Avenue to a Proposed Planned Development for Elementary School:

The motion was made as follows:
Board Member Rader moved for a continuance for OCPS to return to the Planning and Zoning meeting on April 9, 2018 at 6:30 pm; second by Board Member Gragg. Chairwoman Dunay opposed. Motion passed (4/1).

ORDINANCE NO. 2018-04

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA REZONING CERTAIN LANDS GENERALLY LOCATED ON THE SOUTH SIDE OF HOLDEN AVENUE NEAR THE INTERSECTION OF HOLDEN AVENUE AND HOLDEN RIDGE AVENUE COMPRISING APPROXIMATELY 13.46 ACRES +/- FROM R1A AND R1AA (SINGLE FAMILY DWELLING) TO PD (PLANNED DEVELOPMENT); PROVIDING FOR A PLANNED DEVELOPMENT ON SAID LANDS AND PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH DEVELOPMENT; PROVIDING THAT THE OFFICIAL ZONING MAP BE MODIFIED ACCORDINGLY; PROVIDING FOR CONFLICTS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has filed an application for rezoning of those lands described in Exhibit "A," attached hereto, (the "Subject Property") to PD (Planned Development); and

WHEREAS, the City Council of the City of Edgewood has received a presentation from the applicant, public input, and recommendations from staff and the Planning and Zoning Board related to the rezoning; and

WHEREAS, the PD (Planned Development) zoning classification is consistent with the City of Edgewood Comprehensive Plan, Future Land Use Map; and

WHEREAS, the City Council of the City of Edgewood finds the PD (Planned Development) zoning classification to be in the best interest of the inhabitants of the City of Edgewood provided certain conditions of development consistent with the PD (Planned Development) zoning classification are satisfied and, accordingly, desires to amend the Official Zoning Map as hereinafter set forth.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA:

Section 1: Property rezoned from R1AA (Single Family Dwelling) and R1A (Single Family Dwelling) to PD (Planned Development).

The Subject Property is hereby rezoned from R1AA (Single Family Dwelling) and R1A (Single Family Dwelling) to PD (Planned Development), subject to the conditions set forth in this ordinance.

Section 2: Adoption of Land Use Plan and Development Plan.

The Land Use Plan, attached hereto as Exhibit "B" for the property described above is approved and adopted subject to the additional conditions contained herein.

Section 3: Terminology.

For the purposes of this Ordinance, the term "Developer" shall refer to any person, corporation or entity, which carried out any building activity, makes any natural change in the use or appearance of any structure or land, or divides the property into two or more parcels in connection with the development of the subject property as contemplated herein.

Section 4: Development.

Development and use of the subject property shall be subject to and in accordance with the Land Use Plan, attached hereto as Exhibit "B" and the Developer's Agreement, attached hereto as Exhibit "C" and incorporated herein by reference.

Section 5: Zoning map.

The Official City Zoning Map shall be amended to conform to the zoning assigned as described in Section 2 of this Ordinance.

Section 6: Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed. In the event of any conflict between the terms of this Ordinance and the Developer's Agreement entered between the City and the Developer, the terms of the Developer's Agreement shall control.

Section 7: Severability.

Should any section or part of this Ordinance be declared invalid by any court of competent jurisdiction, such adjudication shall not apply or affect any other provision of this Ordinance, except to the effect that the entire section or part of the section may be inseparable in meaning and effect from section to which such holding shall apply.

Section 9: Effective date.

This ordinance shall take effect immediately upon its final adoption by the City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2018.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2018.

CITY OF EDGEWOOD, FLORIDA
CITY COUNCIL

_____
John Dowless, Council President
ATTEST:

_____
Bea Meeks, MMC
City Clerk

Prepared by:

Return to:
Bea Meeks, City Clerk
City of Edgewood
405 Larue Avenue
Edgewood, Florida 32809-3406
407/ 851-2920

RE: APPLICATION OF THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

PLANNED DEVELOPMENT AGREEMENT

The application of The School Board of Orange County, Florida (hereinafter referred to as "School Board") and Ordinance XXXX-XX for rezoning was heard by and before the City Council of the City of Edgewood, Florida (hereinafter referred to as "City") on the XX day of MONTH, YEAR, for second and final reading. Based upon the application and other supporting documents, the land use plan, maps, and other instruments, and based upon the advice, reports and recommendations of the City Engineer, and City Planner of the City of Edgewood and the first reading of the Ordinance by City Council on MONTH XX, YEAR, the City Council does hereby find and determine as follows:

GENERAL FINDINGS

a. That School Board initially filed with the City on October 23, 2017 an application for rezoning to Planned Development ("Application") with a proposed Land Use Plan (hereinafter defined), as required by City Code of Ordinance ("Code").

b. That the Application to rezone involves parcels of land containing 13.72 acres, more or less, situated in the City of Edgewood, Orange County, Florida. This parcel of land is described more particularly in the legal description which is attached hereto as **Exhibit "A"** (hereinafter referred as the "Subject Property") and incorporated herein.

c. That School Board warrants it or its affiliates have contracted to purchase all of the parcels comprising the Subject Property and the owners of said parcels have authorized the School Board to pursue the Application.

d. That the City's Development Review Committee held a public meeting wherein it considered the Application and proposed Land Use Plan and moved the Application and proposed Land Use Plan forward to the City's Planning and Zoning Committee.

e. That on MONTH XX, YEAR at a public hearing the City's Planning and Zoning Committee reviewed and considered the Application and proposed Land Use Plan, input from the public, and reports and recommendations of the City Engineer and the City Planner, and after considering the testimony of School Board, the proposed conditions of approval and other documents, the Planning and Zoning Committee made its recommendations to City Council.

f. That pursuant to the City's Code, the City Council held public hearings to review and consider the Application for rezoning and proposed Land Use Plan and recommendations of the Planning and Zoning Committee relative to proposed conditions of approval. City Council heard testimony and received evidence from the School Board, and School Board's expert and members of the public.

g. That School Board intends to construct a non-residential development consisting an elementary school and ancillary facilities as more particularly described in the proposed land use plan attached hereto as **Exhibit "B"** and made a part hereof ("Land Use Plan").

h. That School Board hereby affirms and acknowledges that everything contracted for, negotiated, acknowledged and affirmed herein by School Board is done freely and voluntarily.

i. That School Board was granted home rule powers and may exercise any power for school purposes in the operation, control and supervision of free public schools.

j. That pursuant to Section 1013.33(7), Florida Statutes, a local governing body may not deny the site applicant based on adequacy of the site plan as it relates solely to the needs of the school. If the site is consistent with the comprehensive plan's land use policies and categories in which public schools are identified as allowable uses, the local government may not deny the application but it may impose reasonable development standards and conditions in accordance with s. 1013.51(1) and consider the site plan and its adequacy as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. Standards and conditions may not be imposed which conflict with those established in this chapter or the Florida Building Code, unless mutually agreed and consistent with the interlocal agreement required by s. 163.31777.

k. That when planning, designing and constructing public educational facilities, School Board, as a public corporate body, is required to comply with the restrictions set forth in the State Requirements for Educational Facilities, State of Florida in Section 1013.51, F.S., related to the expenditure of public funds for infrastructure and Section 1013.64, F.S., setting a maximum cost per student station.

l. That pursuant to Section 1013.51(b), F.S., School Board, as a public corporate body tasked with providing public educational facilities, is exempt from the concurrency requirements set forth in Section 163.3180, Florida Statutes.

m. That pursuant to Section 1013.33(9), F.S., local government review is not required for (a) the placement of temporary or portable classroom facilities; or (b) proposed renovation or construction on existing school site, with the exception of construction that changes the primary use of a facility, includes stadiums, or results in a greater than 5 percent increase in student capacity, or as mutually agreed upon, pursuant to an interlocal agreement adopted in accordance with s. 163.31777.

n. That pursuant to Section 1013.38(2), Florida Statutes, School Board provides review services for any onsite building permit issuance and inspections to determine compliance with the State Requirements for Educational Facilities through the School Board's Building Code and Compliance Office ("BCCO").

o. That Ordinance XXXX-XX to which a copy of this Planned Development Agreement ("Agreement") is attached, relating to the rezoning of Subject Property to Planned Development has been properly publicly noticed under the statutes of the State of Florida and the City's Code of Ordinances.

p. That the rezoning to PD (Planned Development) is consistent and complies with the City's Comprehensive Plan and Land Development Regulations.

q. The City and School Board enter this Agreement pursuant to their Home Rule Powers given to them under the Florida Constitution and the Florida Statutes.

NOW THEREFORE, in consideration of the covenants set forth below and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the School Board, on behalf of itself, its agents, successors and assigns, hereby agree as follows:

1. **Incorporation of general findings.** The general findings set forth above are true and correct and incorporated herein as if fully set out below.

2. **Compliance.**

a. The School Board shall conform to the Land Use Plan submitted by School Board and attached hereto as **Exhibit "B"** and with all conditions and requirements of Ordinance XXXX-XX, which rezoned the Subject Property to Planned Development.

b. To the extent permit by the law, the School Board shall comply with all City laws, codes, ordinances, and regulations now in effect, which are incorporated herein by reference, except to the extent the applicable laws, codes, ordinances and regulations are expressly waived and modified by this Agreement or by action approved by City Council or to which the School Board is otherwise exempt pursuant to its home rule powers or Florida Statutes.

c. The School Board shall comply with all applicable Federal, State, and County laws, and all City laws, codes, ordinances and regulations hereinafter adopted which are not inconsistent with the specific terms and agreements set forth herein, except to the extent that School Board is otherwise exempt pursuant to its home rule powers or Florida Statutes. In the event of a conflict between requirements of two or more governmental entities having jurisdiction over the Subject Property the more restrictive requirement shall apply.

d. The School Board shall comply with the terms of this Agreement as it may be amended from time to time.

e. The School Board shall comply with the City's Comprehensive Plan, except to the extent the School sis otherwise exempt pursuant to home rule powers or Florida Statutes.

f. In the event that this Agreement fails to address a particular permit, condition, term, or restriction that School Board would otherwise be required to comply with, School Board shall not be relieved of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

3. **Power to bind.** School Board hereby covenants and warrants that this Agreement has been approved by the School Board and the individual executing this Agreement has the right, authority and capacity to enter into this Agreement, and School Board acknowledges that the City relied upon the School Board's covenants in connection with the decision to enter into this Agreement. If the School Board or City do not approve this Agreement it shall be null, void and without further effect.

4. **Growth management plan.** The City attests that the future land use designation to the Subject Property allows non–residential use such as an elementary school and the PD (Planned Development) zoning and Land Use Plan are consistent with the City's Comprehensive Plan and City's Code.

5. **Land Use Plan**. The School Board and City agree to the following conditions of approval, which shall be applicable to the development of the Subject Property:

a. Consistent with Land Use Plan and Applicable Regulations: Development of the Subject Property shall be consistent with the Land Use Plan dated X, conditions of approval as listed herein, all codes and ordinances of the City of Edgewood, except as specifically waived by the Land Use Plan or conditions of approval, the State of Florida, and all other applicable regulatory agencies, or to the extent School Board is otherwise exempt. All applicable state or federal permits must be obtained before commencing development. School Board shall be required to secure all local building permits for any proposed construction for Subject Property through the School Board's BCCO and will obtain all necessary state or federal approvals, to the extent applicable to the School Board, prior to the development of the Subject Property. A Development Plan, consistent with Section 134-461 of the City Code and the conditions of approval, shall be submitted to the City no later than 90 days before commencing construction.

b. Use of School Site: The Property may be developed as an elementary school with ancillary uses. No school buses shall be stored on-site.

c. Changes to Land Use Plan: Any change to the use of the Subject Property as identified by the approved Land Use Plan, including a change in type of school (elementary vs other), or results in a greater than 5 percent increase in student capacity, excluding use of portable classroom facilities, shall require a new or amended land use plan application, subject to the requisite meetings and public hearings outlined in the City's land development regulations. The

maximum number of portable classroom facilities shall be established at the Development Plan approval.

d. Maximum Intensity: The maximum intensity of development onsite shall be 0.50 F.A.R.

e. Building Height and Setbacks: The maximum height of structures on site shall be 35 feet, not exceeding two stories. Two-story buildings shall be setback at least 75 feet from all west side property lines and 25 feet from all east side property lines. One story buildings shall be set back a minium of 15 feet feet from all side property lines. All buildings shall be set back from Holden Avenue a minimum of 30 feet. All buildings shall be set back from all souther property lines a minium of 35 feet.

f. Buffers: A minium 10 foot wide buffer shall be maintained adjacent to all property lines, except along Holden Avenue. The buffer width along Holden Avenue shall be a minimum width of 7 feet. All buffers shall be maintained as open space. Impervious structures and pavement, including pavers, shall not be permitted within said buffers.

g. Landscaping: No later than 90 days prior to commencing construction OCPS shall submit to City for review and approval. Approval of the landscape plan shall follow the Development Plan review process established in the City Code.

h. Lighting Onsite: No later than 90 days prior to commencing construction, School Board shall submit to City a lighting plan that demonstrates onsite lighting, including security lighting, will not create adverse impacts on adjacent residential zoned land. The lighting plan shall identify the fixture type, lamp type and wattage or LED luminaire wattage, and fixture mounting height. Approval of the lighting plan shall follow the Development Plan review process established in the City Code.

i. Parking: An overflow parking plan shall be submitted by School Board to City for review and approval no later than 90 days prior to commencing construction. Said plan shall demonstrate that adequate onsite parking is available to accommodate the parking needs for functions and events related to school and community-oriented activities. The overflow parking area can be of stabilized materials. Approval of the overflow parking plan shall follow the Development Plan review process established in the City Code.

j. Fencing Along Perimeter Except Holden: A black vinyl chain link fence no greater than six feet in height shall be constructed around the entire perimeter of the Subject Property except that portion of the perimeter between the building and Holden Avenue. Any fencing constructed between Holden Avenue and the front building line of any building shall be limited to four feet in except where such fencing is necessary to secure a stormwater management facility, in which case such fencing necessary to secure the retention area shall be allowed to be a maximum of six feet in height. School Board shall allow City to install decorative fencing in addition to any fencing installed by School Board at City's option subject to approval by School Board of the design plan for such decorative fencing.

k. Safety of Pedestrians and Bicyclists: School Board shall retain the existing seven foot wide pedestrian/bike path located adjacent to Holden Avenue on the Subject Property for the entire length of the property frontage along Holden Avenue. Where sidewalks or internal walkways cross vehicular access drives, special pedestrian treatment that demarcates the continuation of the pedestrian zone across the driveway through the use of colored or stamped concrete shall be installed. No later than 90 days prior to commencing construction, School Board shall submit to City a plan that details the needs and coordination of provision of safe and adequate travel to the school for those students whose primary mode of transportation is other than public school bus transport. Such plan shall also address lighting needs along Holden Avenue and the projected number of crossing guards needed to ensure walkers and cyclists have safe passage to the Subject Property. Approval of said plan shall follow the Development Plan process established in the City Code.

l. Traffic Impacts: No later than 90 days prior to commencing construction, School Board shall submit to City construction documents and a traffic impact report which shall be reviewed in collaboration with Orange County Traffic Engineering and Development Engineering. Said report shall address, but is not limited to, ensuring safe and adequate access to the Subject Property as well as adequate capacity for on-site vehicle stacking to facilitate safe and efficient pick-up and drop-off of students on-site. If the traffic and operational impact study warrants turn lanes at the entrances and/or exits to the Subject Property, turn lanes of sufficient length, as determined by the traffic impact study, shall be installed by School Board at School Board's expense.

m. Access Permit: No later than 90 days prior to commencing construction, an access permit application shall be submitted to Orange County. Such permit shall be approved by the County prior to opening vehicular access points to Holden Avenue.

n. Utilities: Central sewer and waste services are required for sewage disposal and potable water on the Subject Property.

o. Dumpsters: All dumpsters and trash compactors shall be screed with solid walls to match the principal structure.

p. Signage: Signage onsite shall be consistent with City sign regulations.

6. **Recordation of Agreement.** Upon execution of this Agreement, the School Board shall reimburse the cost of recording this Agreement in Orange County, Florida.

7. **Fees.** School Board is exempt from paying any and all impact fees (including, without limitation, transportation, school, electric, fire, police, water and sewer impact fees) and all City review, legal, inspection, and permitting fees associated with the design, engineering, construction, and operation of the Planned Development.

8. **Legislative act.** This Agreement is deemed a quasi-legislative act of the City of Edgewood.

9. **Force majeure.** The parties shall each use reasonable diligence to ultimately accomplish the purposes of this Agreement and the subsequent Development Plan as approved but shall not be liable to each other, or their successors or assigns, for damages, costs, or attorneys' fees, for breach of contract or otherwise, for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to acts of God or of a public enemy, fires, floods, or failure or breakdown of transmission or other facilities.

10. **Binding effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the School Board and its assigns and successors in interest and the City and its assigns and successors in interest.

11. **Third party beneficiary.** This Agreement is solely for the benefit of the City of Edgewood and the School Board and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

12. **Captions.** The captions used in this Agreement are for convenience only and shall not be relied upon in construing the terms of this Agreement.

13. **Severability.** If any part of this Agreement is found invalid or unenforceable by any Court, such invalidity or enforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can remain unaffected. To that end, this Agreement is declared severable.

14. **Governing law and venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in Orange County, Florida.

15. **Amendments to Development Agreement.** This Development Agreement may be amended in a manner consistent with the City's Code and Section 163.3237, Florida Statutes.

16. **Indemnification and hold harmless.** City and School Board are prohibited from indemnifying or insuring the other party in accordance with Section 768.28(19), Florida Statutes. It is specifically understood by the parties that the City is not guaranteeing the quality of the use or development of the Subject Property, including but not limited to drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

17. **Entire agreement.** This instrument constitutes the entire Agreement between the parties as of the time of rezoning and supercedes any previous discussions, understandings and agreements. Modifications to and waivers of the provision herein may be made only by the parties hereto and in writing.

18. **Notice.** Any notice to be given in accordance with this Agreement shall be in writing and shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, to the party being noticed at the addresses set forth below:

As to Edgewood:	City of Edgewood, Florida Attn: Bea Meeks, City Clerk 405 Larue Avenue Edgewood, Florida 32809-3406
As to School Board:	School Board of Orange County, Florida Attn: Facilities Planning Department 6501 Magic Way, Building 200 Orlando, Florida 32809
With a copy to:	School Board of Orange County, Florida Attn: Office of Legal Services 6501 Magic Way, Building 200 Orlando, Florida 32809

Should any party identified above change, it shall be that party's obligation to notify the other party of the change in a fashion as is required for notices herein.

19. **Effective date.** This Agreement shall become effective upon recordation of this Agreement in the public records of Orange County, Florida in accordance with Section 163.3239, Florida Statutes.

20. **Counterparts.** This Agreement may be executed in two counterparts, each of which if properly executed by both parties shall be considered an original.

21. **Duration of Agreement.** This Agreement shall begin on the Effective Date and shall exist for thirty (30) years following the date thereof. This Agreement may be extended by mutual consent of the City and School Board, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes, as allowed under Section 163.3229, Florida Statutes.

IN WITNESS WHEREOF, the School Board and the City have executed this Agreement as of the day and year last signed by those parties.

[SIGNATURE PAGES TO FOLLOW]

Signed and sealed in the presence of:

"SCHOOL BOARD"

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public body corporate and political subdivision of the State of Florida

_____

Print Name: _____

By: _____
William E. Sublette, its Chairman

_____

Print Name: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by William E. Sublette, Chairman of The School Board of Orange County, Florida, a public body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or had produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

Signed and sealed in the presence of:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public body corporate and political subdivision of the State of Florida

_____
Print Name:_____

Attest:_____
Barbara M. Jenkins, Ed.D.,
as its Superintendent

_____
Print Name:_____

Dated: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Barbara M. Jenkins as Superintendent of The School Board of Orange County, Florida, a public body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC OF FLORIDA
Print Name:_____
Commission No.:_____
Expires:_____

AFFIX NOTARY STAMP

Reviewed and approved by Orange County Public School's Chief Facilities Officer

_____
John T. Morris
Chief Facilities Officer

Date: _____, 2018

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

_____
Laura L. Kelly, Staff Attorney III/Planning and Real Estate

Date: _____, 2018

Attest: **CITY OF EDGEWOOD, FLORIDA**

By: _____ By: _____

Bea L. Meeks, MMC
City Clerk

Ray Bagshaw
Mayor, City of Edgeweood

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ray Bagshaw, Mayor, City of Edgewood, to me known to be the person described in or who provided _____ as proof of identification and who executed the foregoing and he acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2018.

_____
Notary Public

EXHIBIT "A"

DESCRIPTION:

(Per Title Commitment):

A portion of Section 14, Township 23 South, Range 29 East, lying in Orange County, Florida, being more particularly described as follows:

PARCEL 1

The West 165 feet of the following tract: Beginning at a point 6 2/3 chains East of the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 23 South, Range 29 East, Orange County, Florida, run thence East 5 1/3 chains; thence South 20 chains to the South line of the said Northwest 1/4 of the Northwest 1/4; thence West along the South line of the said Northwest 1/4 of the Northwest 1/4, 5 1/3 chains; thence North 20 chains to the point of beginning.

PARCEL 2

THE EAST 187 FEET OF THE FOLLOWING: BEGIN 440 FEET EAST OF THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, RUN EAST 352 FEET; THENCE SOUTH 1320 FEET; THENCE WEST 352 FEET; THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA (LESS THE NORTH 30 FEET FOR RIGHT OF WAY).

ALSO DESCRIBED AS THE EAST 187 FEET TO THE FOLLOWING: BEGINNING AT A POINT 6 2/3 CHAINS EAST OF THE NW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, RUN THENCE EAST 5 1/3 CHAINS, THENCE SOUTH TO THE SOUTH LINE OF THE SAID FORTY 20 CHAINS; THENCE WEST ALONG THE SAID SOUTH LINE OF THE SAID FORTY 5 1/3 CHAINS, THENCE NORTH 20 CHAINS TO THE POINT OF BEGINNING (LESS THE NORTH 30 FEET FOR RIGHT OF WAY).

PARCEL 3

THE NORTH 380 FEET OF THE WEST 303 FEET OF THE EAST 426.7 FEET OF THE NW 1/4 OF THE NW 1/4 (LESS N 155 FEET OF E 125 FEET, AND LESS N 155 FEET OF W 128 FEET, AND LESS N 30 FEET FOR ROAD), SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, OF ORANGE COUNTY, FLORIDA.

AND

THE NORTH 155 FEET OF THE WEST 125 FEET OF THE EAST 248.7 FEET OF THE NW 1/4 OF THE NW 1/4 (LESS NORTH 30 FEET FOR ROAD) OF SECTION 14 TOWNSHIP 23 SOUTH RANGE 29 EAST, OF ORANGE COUNTY, FLORIDA.

AND

THE NORTH 155 FEET OF THE WEST 128 FEET OF THE EAST 426.7 FEET OF THE NW 1/4 OF THE NW 1/4 OF SECTION 14 TOWNSHIP 23 SOUTH RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY.

AND

THE NORTH 380 FEET OF THE WEST 100 FEET OF THE EAST 526.7 FEET OF THE NW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY.

PARCELS 1 THRU 3 MORE PARTICULARLY DESCRIBED AS:
(BY THIS SURVEYOR)

A portion of Section 14, Township 23 South, Range 29 East, lying in Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Holden Ridge, according to the Plat thereof, as recorded in Plat Book 27, Pages 80 and 81, Public Records of Orange County, Florida, said point lying on the South right of way line of Holden Avenue per Deed Book 338, Page 527 of the Public Records of Orange County, Florida; thence N89°33'14"E, a distance of 165.31 feet along said South right of way line to the POINT OF BEGINNING; thence continue N89°33'14"E, a distance of 761.10 feet along said South right of way line; thence departing said South right of way line, S00°05'55"E a distance of 350.01 feet; thence S89°33'14"W, a distance of 406.96 feet; thence S00°26'56"E, a distance of 941.14 feet to the South line of the Northwest quarter of the Northwest quarter of Section 14, Township 23 South, Range 29 East, Orange County, Florida; thence S89°36'31"W, a distance of 360.04 feet along said South line to a point on the Southerly projection of the East line of aforementioned Holden Ridge; thence N00°05'33"W a distance of 1290.82 feet along said Southerly projection and East line of aforementioned Holden Ridge to the POINT OF BEGINNING.

EXHIBIT "B"

CITY OF
EDGEWOOD
FOUNDED 1924

Planning and Zoning Report
February 12, 2018

Planning and Zoning's recommendation for Ordinance 2018-06 Dog Friendly Dining Program
(will go before City Council on Tuesday, February 20, 2018)

The motion was made as follows:
Board Member Rader moved that the Planning and Zoning Board recommend approval of City of Edgewood Dog Friendly Dining program; second by Board Member Rayburn. The motion was unanimously passed (5/0).

CITY OF EDGEWOOD
FOUNDED 1924

405 Larue Avenue - Edgewood, Florida 32809-3406
(407) 851-2920

To: Planning and Zoning Board (P&Z)
XC: Bea Meeks, City Clerk
Drew Smith, City Attorney
Sandy Repp, Deputy City Clerk
From: Ellen Hardgrove, AICP, City Planning Consultant
Date: January 16, 2018
Re: Code Changes for Bars and Doggie Dining

Background

A proposal has been brought to the City requesting a dog bar. This is a new concept that varies in type. For example, one that was recently approved in Seminole Heights (Tampa), known as Hair of the Dog, is primarily a dog park with a concession stand. Another example is in St. Pete; that one is primarily a bar that allows dogs to play in an attached fenced area. Since this is a new concept, the City's code does not specifically address where such can locate. After a presentation to City Council, staff was directed to analyze the necessary changes to the City's code for P&Z's consideration; these changes are presented below.

Proposed Code Changes

Section 134-345: C-1 Permitted Uses

The first necessary change would be to the list of permitted uses to allow a stand-alone bar, which is currently not allowed within the City limits. Staff recommends the use be allowed in the C-1, which in turn would allow the use in the C-2 and C-3 districts. The recommended change is within (2) below.

Sec. 134-345. - Uses permitted in the C-1 District

Only the following principal uses and structures shall be permitted within any C-1 retail commercial districts:

(1) Shopping centers, comprised of uses consistent with those described herein.

(2) Personal service establishments such as, barbershops, beauty parlors, dental

offices, restaurants, bars, financial institutions, professional and other offices, traditional physician staffed medical offices, dry cleaning pickup stations, shoe repair, tailoring, watch and clock repair, locksmiths, printing (copy) shops and tailor and alteration establishments.

(3) Retail businesses, such as drug, hardware stores, book, stationery, china and luggage shops, newsstands, photographic supplies and studios, ladies', men's and children's apparel stores, confectionery stores, but expressly excluding pawnshops, adult bookstores, motion picture theaters and dancing establishments or other similar uses which shall be prohibited in all commercial zoning categories.

(4) Florist shops.

(5) Grocery, fruit, vegetable and meat market stores.

(6) Interior decorating, home furnishings and furniture stores.

(7) Music conservatory, dancing schools and art studios.

(8) Music, radio and television shops.

(9) Retail paint and wallpaper stores.

(10) Structures for public use, such as community centers, libraries and museums.

(11) Funeral parlors.

(12) Dry cleaning establishments using equipment which emits no smoke or escaping steam, and which use nonflammable synthetic cleaning agents (perchloroethylene, trichoroethylene, etc.) but expressly excluding coin laundries which shall be prohibited in all commercial zoning categories.

(13) Bakeries, retail and wholesale, as long as at least 50 percent of the net proceeds are derived from the retail sale on the premises.

(14) Nursing homes.

(15) Other uses which are similar or compatible to the uses permitted herein, which would promote the intent and purposes of this district. Determination shall be made by authority and directive of city council which shall be without public notice or public hearing.

Section 134-1: Definitions

The term "Bar" should be added to Code.

> ***Bar*** means an establishment other than a restaurant, licensed to sell alcoholic beverages for consumption on premises; that limits patronage to adults of legal age for the consumption of alcohol; and in which food service may be an accessory to the service of alcoholic beverages. A bar may include an area outside of an enclosed building provided a wall or fence delineates the limits of that outdoor area, and such area is included in the licensed premises description in the vendor's license certificate.

Staff would also recommend an amendment to the definition of the term "restaurant" to recognize outdoor seating areas.

> *Restaurant* means any establishment where food is served for consumption off the premises or within an enclosed building. Outdoor seating areas in conjunction with the restaurant shall be considered part of the restaurant.

Section 6-5(d): Consumption in parking and other like areas

Staff recommends a change to this section to allow an outdoor bar.

(d) *Consumption in parking and other like areas.* It is unlawful for any vendor or for any agent, servant or employee of any such vendor to permit the consumption of any alcoholic beverages in or upon any parking or other area outside of the building ~~or room~~ or the outdoor delineated area mentioned in said vendor's license certificate as the address thereof, when any part of such parking or area is adjacent to the building or premises in which the business license is operated and when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such licensed vendor or by any agent, servant or employee of such licensed vendor.

(1) If such licensed vendor shall post and maintain a legible, painted or printed sign in at least two separate prominent places on such parking or other areas, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters of not less than one inch nor more than three inches in height, stating:

WARNING
DRINKING ALCOHOLIC BEVERAGES
ON THIS LOT PROHIBITED
$500.00 FINE OR 60 DAYS IN JAIL
CITY ORDINANCE

(2) Such posting of said signs shall constitute prima facie evidence that such vendor is not operating in violation of this subsection.

(3) It is unlawful for any person to consume an alcoholic beverage in or upon any parking area outside of and adjacent to a vendor's licensed premises when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such vendor.

(4) If any licensed vendor mentioned herein is a corporation, then the officers of such corporation shall be regarded as the owners thereof, for the purposes of enforcement of this section.

New Section: Doggie Dining

Pet dogs are generally prohibited at public food service establishments. However, Florida Statute allows a local government to enact an ordinance permitting dogs in designated outdoor seating areas of public food service establishments. The ordinance must include specific requirements established by state law, including permit fees and sanitation and safety conditions that must be met.

ESH

ORDINANCE 2018-06

AN ORDINANCE OF THE CITY EDGEWOOD, ORANGE COUNTY, FLORIDA, CREATING SECTION 10-10. "CITY OF EDGEWOOD DOG FRIENDLY DINING PROGRAM"; PROVIDING FOR ALLOWANCE OF PATRONS' DOGS AT CERTAIN OUTDOOR SEATING AREAS OF RESTAURANTS; PROVIDING DEFINITIONS; PROVIDING RESTRICTIONS AND REQUIREMENTS RELATED TO ALLOWANCE OF DOGS AT OUTDOOR SEATING AREAS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 509.233, Florida Statutes, creates a limited exemption from certain State regulations, which exemption allows restaurants meeting the specified requirements to allow dogs in designated outdoor seating areas; and

WHEREAS, Section 509.233, Florida Statutes, is a local option exemption which requires a local government to "opt-in"; and

WHEREAS, the City of Edgewood is a dog friendly community; and

WHEREAS, the City Council of the City of Edgewood has determined it is in the best interest of the City of Edgewood, its residents and guests to "opt-in" to the exemption created by Section 509.233, Florida Statutes, and allow patrons' pets at outdoor restaurant seating areas that comply with the conditions and requirements of Section 509.233, Florida Statutes and this Ordinance.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF EDGEWOOD, FLORIDA:

SECTION 1: Authority: The City of Edgewood has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes and Section 509.233, Florida Statutes.

SECTION 2: Amendment of Existing Code: The Edgewood City Code, Chapter 10, Animals, is hereby amended to include a new Section 10-10, entitled "City of Edgewood Dog Friendly Dining Program."

Sec. 10-10 City of Edgewood Dog Friendly Dining Program

(a) Definitions.

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

"Division" means the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation.

"Dog" means an animal of the subspecies Canis lupus familiaris.

"Outdoor area" means an open air area adjacent to a public food service establishment. An outdoor area shall not be enclosed on more than two sides. For purposes of this definition, partial walls and railings shall not be considered enclosures.

"Patron" has the meaning given to "guest" by section 509.013, Florida Statutes.

"Public food service establishment" has the meaning given it by section 509.013, Florida Statutes.

(b) Permit Required; Submittals.

In order to protect the health, safety, and general welfare of the public, a public food service establishment is prohibited from having any dog on its premises unless it possesses a valid permit issued in accordance with this part. The City shall establish a reasonable fee to cover the cost of processing the initial application and renewals. Applications for a permit under this part shall be made to the Building & Zoning Department, on a form provided for such purpose by the City, and shall include, along with any other such information deemed reasonably necessary by the City in order to implement and enforce the provisions of this part, the following:

(i) The name, location, and mailing address of the subject public food service establishment.

(ii) The name, mailing location, and telephone contact information of the permit applicant.

(iii) A diagram and description of the outdoor area to be designated as available to patrons' dogs including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of any other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information reasonably required by the City. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.

(iv) A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.

(v) All application materials shall contain the appropriate division issued license number for the subject public food service establishment.

(vi) All applications shall be accompanied by an application fee in an amount as set by Resolution of the City Council.

(c) General Regulations; Cooperation; Enforcement.

In order to protect the health, safety, and general welfare of the public, and pursuant to section 509.233, Florida Statutes, all permits issued pursuant to this part are subject to the following requirements:

(i) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling any dog. Employees shall be prohibited from touching, petting, or otherwise handling any dog while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.

(ii) Patrons in a designated outdoor area shall be advised by the food service establishment that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.

(iii) Employees and patrons shall be instructed by the food service establishment that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

(iv) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under control.

(v) Dogs shall not be allowed on chairs, tables, or other furnishings.

(vi) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.

(vii) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.

(viii) At least one sign reminding employees of the applicable rules, including those contained in this part, and those additional rules and regulations, if any, included as further conditions of the permit by the City, shall be posted in a conspicuous location frequented by employees within the public food service establishment. The mandatory sign shall be not less than eight and one-half inches

in width and eleven inches in height (8½ x 11) and printed in easily legible typeface of not less than twenty (20) point font size.

(ix) At least one sign reminding patrons of the applicable rules, including those contained in this part, and those additional rules and regulations, if any, included as further conditions of the permit by the City, shall be posted in a conspicuous location within the designated outdoor portion of the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and eleven inches in height (8½ x 11) and printed in easily legible typeface of not less than twenty (20) point font size.

(x) At all times while the designated outdoor portion of the public food service establishment is available to patrons and their dogs, at least one sign shall be posted in a conspicuous and public location near the entrance to the designated outdoor portion of the public food service establishment, the purpose of which shall be to place patrons on notice that the designated outdoor portion of the public food service establishment is currently available to patrons accompanied by their dog or dogs. The mandatory sign shall be not less than eight and one-half inches in width and eleven inches in height (8½ x 11) and printed in easily legible typeface of not less than twenty (20) point font size.

(xi) Signs required under subsections (ix) and (x) herein are considered on-site non-commercial signs, shall be approved as part of the permitting application process described by this section, and will not be subject to the application process for signs under Article VII of the Land Development Regulations. Such signs may be window signs, freestanding signs, or wall signs, and their copy area shall not be calculated as part of the premises' total allowable number of signs or allowable sign copy area. However, such signs shall not be located in any setback or in a location which impedes pedestrian traffic or presents any other safety hazard and shall not be prohibited signs described in Section 7.05.00.

(xii) Dogs shall not be permitted to travel through indoor or undesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment shall not require entrance into or passage through any indoor or undesignated outdoor portion of the public food service establishment.

(d) Non-Transferability of Permits.

A permit issued pursuant to this Section shall not be transferred to a subsequent owner upon the sale or transfer of a public food service establishment, but shall expire automatically upon such sale or transfer. The subsequent owner shall be required to

reapply for a permit pursuant to this part if such owner wishes to continue to accommodate patrons' dogs.

(e) Complaints and Reporting.

In accordance with section 509.233(6), Florida Statutes, the Code Enforcement Officer shall accept and document complaints related to the Dog Friendly Dining Program within the City of Edgewood, Florida, and shall timely report to the Florida Division of Business & Professional Regulation all such complaints and the City's enforcement response to such complaint. The City Manager or designee shall also timely provide the Florida Division of Business & Professional Regulation with a copy of all approved applications and permits issued pursuant to this part.

(f) Enforcement

Any public food service establishment that fails to comply with the requirements of this Section shall be guilty of violating this Section of the City of Edgewood Code of Ordinances and shall be subject to any and all enforcement proceedings consistent with the applicable provisions of this Code and general law. Each day a violation exists shall constitute a distinct and separate offense. The City shall have the authority to revoke a permit issued pursuant to this Section for repeated violations of the requirements of this Section.

SECTION 3. Chapter 10, Section 10-4 of the City of Edgewood Code of Ordinances shall be amended as follows:

Sec. 10-4. - Commercial kennels, animal breeding or boarding facilities.

It shall be unlawful for any person, firm or corporation to erect or use any building or yard for the commercial keeping, breeding, boarding or sale of live animals anywhere within the city, except as might be specifically authorized by the council in general commercial districts or properly zoned areas. This Section shall not prohibit a properly registered dog friendly dining establishment which is operating in compliance with Section 10-10 herein.

SECTION 3: Codification: Section 2 of this Ordinance shall be codified and made part of the City of Edgewood Code of Ordinances.

SECTION 4: Severability: It is the intent of the City Council of the City of Edgewood, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 5: <u>Effective Date:</u> This Ordinance shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2018, by the City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

_____
John Dowless, Council President

ATTEST:

_____
Bea L. Meeks, MMC
City Clerk

CITY OF EDGEWOOD
FOUNDED 1924

From the desk of the City Clerk....
Bea L. Meeks, MMC, CPM, CBTO

TO:	**Mayor Bagshaw, Council President Dowless, Council Members Chotas, Fortini, Pierce and Horn**
CC:	**Police Chief Freeburg and City Attorney Smith**
DATE:	**February 13, 2018**
RE:	**Resolution 2018-01 - Police Department Vest Donation**

The Police Department is required to get new ballistic vests every five years, as a result of purchasing new vests; the Police Department has nineteen outdated ballistic vests that are no longer useful. As a result, Chief Freeburg is requesting to donate the vests to the Federal law Enforcement Training Center in Glynco, Georgia. Pursuant to [i]Florida Statute §274.05, City Council can approve this donation, which is considered to be surplus property.

RECOMMENDATION: Approve Resolution 2018-01.

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[i] **274.05 Surplus property.—A governmental unit shall have discretion to classify as surplus any of its property, which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. Within the reasonable exercise of its discretion and having consideration for the best interests of the county or district, the value and condition of property classified as surplus, and the probability of such property's being desired by the prospective bidder or donee to whom offered, the governmental unit may offer surplus property to other governmental units in the county or district for sale or donation or may offer the property to private nonprofit agencies as defined in s. 273.01(3) by sale or donation. If the surplus property is offered for sale and no acceptable bid is received within a reasonable time, the governmental unit shall offer such property to such other governmental units or private nonprofit agencies as determined by the governmental units on the basis of the foregoing criteria. Such offer shall disclose the value and condition of the property. The best bid shall be accepted by the governmental unit offering such surplus property. The cost of transferring the property shall be paid by the governmental unit or the private nonprofit agency purchasing or receiving the donation of the surplus property.**

RESOLUTION NO. 2018-01

A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA, DECLARING AS SURPLUS AND AUTHORIZING THE DONATION OF 19 BALLISTIC VESTS, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood has 19 outdated ballistic vests that no longer serves a useful function to the City; and

WHEREAS, the City of Edgewood wishes to donate the outdated ballistic vests to the Federal Law Enforcement Training Center, 1131 Chapel Crossing Road Glynco, GA 31524

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA:

Section 1. The City Council of the City of Edgewood declares those certain ballistic vests described in Exhibit "A," hereto as surplus.

Section 2. The City Council of the City of Edgewood has determined that it is appropriate to donate the ballistic vests described in Exhibit "A" to the Federal Law Enforcement Training Center, 1131 Chapel Crossing road Glynco, GA 31524 pursuant to Florida Statutes §274.05.

Section 3. The Mayor and/or his designee are hereby authorized to execute all documents relating to this donation, and are hereby authorized to effectuate the transfer of the ballistic vests.

Section 4. Conflict: Any and all resolutions in conflict herewith are hereby repealed.

Section 5. Severability: If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion thereto.

Section 6. Effective Date: This resolution shall become effective upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Edgewood, Florida on the _____ day of _____, 2018.

_____
John Dowless, Council President

ATTEST:

_____
Bea Meeks, MMC
City Clerk

EXHIBIT "A"

	MODEL:	SERIAL NO:
1.	2G3A3	RC 293099
2.	H115-4	0501349741
3.	SP+2FLE	130000386204
4.	GX-II	PPE-220969
5.	ABA209	115671
6.	AXIIIA	150000320844
7.	H17-5	0601538706
8.	H15-5	0601405309
9.	VX-II	090000636193
10.	GX-II	0185805
11.	VX-II	100000217929
12.	VX-II	110000119564
13.	UNREADABLE	PPE-205729
14.	VXIIIA	0601591130
15.	VX-II	0701638585
16.	SII-6.0	06071727
17.	VX-II	100000217927
18.	MON-II 107121	AL08441130
19.	SP+2LE	130003624691

CITY OF EDGEWOOD
FOUNDED 1924

From the desk of the City Clerk....
Bea L. Meeks, MMC, CPM, CBTO

TO: **Mayor Bagshaw, Council President Dowless, Council Members Chotas, Fortini, Pierce and Horn**

CC: **Police Chief Freeburg and City Attorney Smith**

DATE: **February 8, 2018**

RE: **Agreement For Use As A Polling Place – Orange County Supervisor of Elections**

Primary Election- August 28, 2018
General Election- November 6, 2018
(Dates are subject to change)

There will be a Primary and General election held in Orange County this year. Residents will be going to their polling place to elect a County Mayor, County Commissioner in Districts 2, 4 and 6, School Board Members in Districts 1, 2 and 3, as well as elect representatives in Districts 2 and 4 Soil and Water districts and elect members to various special districts.

As you know, City Hall Council Chamber serves as Precinct 330 and is where Edgewood residents come to vote. As always, the City is being asked to provide an executed Agreement for the use of Council Chamber as a polling place. As indicated in (3) of the Agreement, *"Per Florida Statute Chapter 101.71(5) which states "Public, tax-supported buildings shall be made available for use as polling places upon the request of the Supervisor of Elections" there will be no compensation for use of this facility.* The Agreement is essentially the same Agreement executed by the City for all elections held in Council Chamber.

RECOMMENDATION: Approve this Agreement and give authorization to City Clerk Meeks to sign the Agreement as the Contact person

SUPERVISOR OF ELECTIONS
119 W. KALEY ST.
ORLANDO, FL 32806

RECEIVED
FEB 06 2018
CITY OF EDGEWOOD

To: Polling Place Contacts

From: Bill Cowles, Supervisor of Elections

Re: **Notification of 2018 Election Dates**

Thank you for being among the community-minded organizations and businesses that open their doors allowing voters to use their facilities on Election Day. The purpose of this packet is to inform you of the 2018 Election dates and to provide you with additional information regarding these elections.

We would again like to reserve your facility for the upcoming countywide elections. Enclosed you will find an Agreement for Use as a Polling Place and a Polling Place Availability form. Please carefully review, and have the authorized representative in your facility complete each form. **Please return** the completed forms **by April 6, 2018.** Enclosed also is a prepaid return envelope for your convenience. Once fully executed, a copy of the agreement will be sent to you.

The elections scheduled for 2018 are on the following dates:

Tuesday,	**August 28, 2018**	**Primary Election**
Tuesday,	**November 6, 2018**	**General Election**

A member of our staff will be assigned as a liaison for your facility. That staff member will be contacting you in the months leading up to the election to confirm the information on the enclosed Polling Place Availability Form, and if necessary to schedule a convenient time to visit your location for an on-site survey. The election process requires that the voting room not be used for any other purpose during the entire day until all have voted and close down procedures are completed.

With more electronic equipment being used, we are requesting that our poll workers have access to your facility either the Monday night prior to Election Day and/or by 5:30 A.M. on Election Day to allow the workers enough time to set up.

If you have a conflict with any of the dates, or if you have any questions, please contact Mary Hignight immediately at 407-836-2070 ext. 46511 or mary.hignight@ocfelections.com.

We look forward to working with you and your staff during the 2018 election cycle to ensure fair and accurate elections for our citizens. Thank you once again for your service to the registered voters of Orange County.

H:\Elections\Elections\Letters\PP Notification Of Election Dates 18.Doc

Feb agenda

SUPERVISOR OF ELECTIONS
119 W. KALEY ST.
ORLANDO, FL 32806

AGREEMENT FOR USE AS A POLLING PLACE
TAX SUPPORTED FACILITY
PRECINCT 330

This agreement is entered into this _____day of _____, 2018, by and between Bill Cowles, in his official capacity as Supervisor of Elections for Orange County, Florida, hereafter referred to as SOE, and_____, hereafter referred to as "owner/manager/organization", whose telephone number is

_____.

WHEREAS, SOE desires to obtain the use of the premises and facilities known as:

Edgewood City Hall

405 Larue Ave

Orlando, FL 32809-3498 ("premises")

for use as a polling place for elections in calendar year 2018; and WHEREAS, "owner/manager/organization" is agreeable to allowing the "premises" to be used as a polling place under the terms and conditions set forth below. ACCORDINGLY, the parties agree as follows:

1. "Owner/manager/organization" agrees to allow the following described areas:

Room_____

Other areas_____

including available parking areas and directly connecting passageways to be used as a polling place on the following election dates:

Tuesday,	**August 28, 2018**	**Primary Election**
Tuesday,	**November 6, 2018**	**General Election**

The "premises" are to be occupied and used solely by SOE from the time that poll workers arrive until all Election Day activities are complete.

2. "Owner/manager/organization" will permit SOE to gain access to the "premises" on other necessary dates and times for purposes of carrying out elections activities, including but not limited to, delivering, setting up and removing of election equipment, and supplies. Arrangements between the parties with regard to dates and times for delivery and pick-up of voting equipment, supplies and other materials shall be by mutual agreement.

3. Per Florida Statute Chapter 101.71(5) which states "Public, tax-supported buildings shall be made available for use as polling places upon the request of the Supervisor of Elections" there will be no compensation for use of this facility.

4. During the duration of this Agreement, each party shall maintain insurance or self-insurance coverage of such types and in such amounts as may be deemed necessary by each party. SOE shall also maintain "all-risk" property insurance covering its equipment and other personal property for the full replacement value of such property. Likewise, "Owner/manager/organization" shall maintain "all-risk" property insurance covering the building and its personal property for the full replacement value of such property. Each party hereby agrees to waive and release the other from all claims related to or arising out of damage to its respective property, howsoever caused, to the extent the claim or damage to its respective insurance whether or not said insurance was in effect as required.

Each party shall defend, indemnify and hold the other party harmless from all claims, damages, losses and expenses arising out of or resulting from the negligent performance of its respective operations under the Agreement; however, nothing contained herein shall constitute a waiver by SOE of its sovereign immunity or the provisions of Florida Statutes Section 768.28

5. "Owner/manager/organization" agrees to permit entry to the "premises" on Election morning at (circle one) 5:30 / 6:00 a.m. according to the following arrangements:

☐ 24 hour facility ☐ Poll worker needs to pick up key

☐ Doors will be opened by our staff ☐ We will provide key to be used for all elections

Emergency Contact Person for morning entry: _____

Phone Number(s): (work)_____(home)_____ (cell)_____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below:

FACILITY CONTACT	*ORANGE COUNTY SUPERVISOR OF ELECTIONS*
Signature: _____	_____
Print Name: _____	*Bill Cowles*
Date: _____	*Date:* _____

SUPERVISOR OF ELECTIONS
POLLING PLACE AVAILABILITY
2018 ELECTIONS

PCT #330

ADDRESS ON FILE: (make corrections below)
Edgewood City Hall
405 Larue Ave
Orlando, FL 32809-3498

Contact Information

Facility Phone # _____ Fax # _____

Website: _____

Hours of Operation: Mon. ____-____ Tues. ____-____ Wed. ____-____ Th. ____-____ Fri. ____-____

Mailing Address: (if different from above)

_____

Who is the facility contact person who will manage election matters? (equipment delivery and pickup, setup, etc.)

_____ _____ _____
Name Phone Number (Business Hours) Phone Number (Other)

Email Address: _____

Alternate Contact Person:

_____ _____ _____
Name Phone Number (Business Hours) Phone Number (Other)

Email Address: _____

Facility Information

Will voting take place in the same room as in 2016: 343

☐ YES ☐ NO If no, what room will be used? _____

Can the following be provided for use on Election Day?

☐ YES ☐ NO five 6 foot (or larger) tables If no, how many can you provide? _____

☐ YES ☐ NO ten chairs If no, how many can you provide? _____

Since 2016, have there been any structural changes or are there plans to make changes to the following areas prior to any of the election dates?

☐ YES ☐ NO the building? If yes to any, please describe: _____

☐ YES ☐ NO the voting room? _____

☐ YES ☐ NO the parking lot? _____

PLEASE COMPLETE BOTH SIDES OF THIS FORM

Revised 10/20/17

SUPERVISOR OF ELECTIONS
POLLING PLACE AVAILABILITY
2018 ELECTIONS

What company provides your electric? ☐ OUC ☐ DUKE ☐ OTHER: _____

Does the Voting Room run on a generator when power goes out? ☐ YES ☐ NO

Can poll workers set up the Voting Room on the Monday prior to the election? ☐ YES ☐ NO

If no, can our poll workers arrive at 5:30 AM on Election morning? ☐ YES ☐ NO

What arrangements will be made for access to the building Election morning?

☐ Doors will be opened by our staff ☐ Poll worker needs to pick up key

☐ 24 hour facility ☐ We will provide / have provided (please circle one) key to be used for all elections

Emergency Contact Person for morning entry: _____ _____
Name Phone Number

Election equipment will be delivered on the Monday preceding the elections, and picked up the Wednesday following each Election. Please give us a **4 hour time frame** that would be convenient for delivery and pick up of our equipment:

Delivery: _____ to _____ **Pick up**: _____ to _____

Florida Law requires a No Solicitation Zone 100 feet from the entrance to the Polling Place. Do you have any other solicitation policies for your property?

☐ YES ☐ NO

If yes, what is the policy? _____

_____

Other Information:

Comments or special requirements/circumstances:

_____

_____

_____

OFFICE USE ONLY

New survey needed: YES NO Tax Supported: YES NO
Contact Information updated by: _____ Delivery/Pickup times entered by: _____ date: _____
Election Day Screen completed by: _____ Payment screen completed by: _____ date: _____

PLEASE COMPLETE BOTH SIDES OF THIS FORM

Revised 10/20/17

CITY OF EDGEWOOD
FOUNDED 1924

From the desk of the City Clerk....
Bea L. Meeks, MMC, CPM, CBTO

TO: **Mayor Bagshaw, Council President Dowless, Council Members Chotas, Fortini, Pierce and Horn**

CC: **Police Chief Freeburg and City Attorney Smith**

DATE: **February 8, 2018**

RE: **Implementation and Execution of MS4 NPDES Permit No. FLS000011-004**

The City of Edgewood has maintained an Interlocal Agreement for the Watershed Atlas Project with Orange County for a number of years. The cost to the City associated with the Agreement in the current fiscal year is $1200.

What is a watershed: [i] A watershed is the geographic area draining into a river system, ocean or other body of water through a single outlet and includes the receiving waters. Watersheds are usually bordered and/or separated from other watersheds by mountain ridges or other naturally elevated areas.

Unfortunately, the land that drains into the watersheds of Orange County includes pollutants. These pollutants are picked up by storm water or runoff from irrigation systems, etc. As a result, monitoring and testing must be performed in conformance with NPDES (National Pollution discharge Elimination System, as well as checking the Total Maximum Daily Loads (TMDLs) for specific pollutants. There are fees associated with the testing and monitoring that the City does not have the ability to perform. These fees are provided in "Exhibit A" of the Agreement. You will note that there are fees in the Agreement associated with the NPDES permit, which was not included in the 2017/2018 fiscal year budget. This is because the City did not have this information and was not aware of these fees. Please note that these fees are separate from the engineering fees associated with the NPDES permitting and reports required for the City to be compliant with the appropriate entities.

RECOMMENDATION: (1) Approve this Agreement and give authorization to Mayor Bagshaw to execute the Agreement. (2) Authorize staff to make the appropriate budget amendment in compliance with F.S. 166.24 (4) (a)(b)(c).

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[i] http://www.ocwatersheds.com/contact/about/faq/what_is_a_watershed

ORANGE COUNTY, FLORIDA
and
CITY OF EDGEWOOD, FLORIDA

INTERLOCAL AGREEMENT
for
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and between Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "COUNTY"), and the City of Edgewood, a municipal corporation existing by and under the laws of the State of Florida, whose address is 405 Larue Avenue, Edgewood, Florida 32809-3406 ("EDGEWOOD"), collectively the COUNTY and EDGEWOOD may be referred to as the "Parties", or individually, as a "Party" (EDGEWOOD).

WITNESSETH:

WHEREAS, pursuant to the Clean Water Act (the "CWA"), and the regulations promulgated thereunder, the United States Environmental Protection Agency ("EPA") has developed regulations under the National Pollutant Discharge Elimination System ("NPDES") permit program published under 40 C.F.R. Part 122 requiring that the COUNTY obtain an NPDES permit for its municipal separate storm sewer system (commonly referred to as "MS4"); and

WHEREAS, EPA delegated the NPDES permit program in Florida to the Florida Department of Environmental Protection ("FDEP") in October 2000 as set forth in Section 403.0885, Florida Statutes; and

WHEREAS, stormwater discharges from medium and large MS4s are regulated under Chapter 62-624, Florida Administrative Code ("F.A.C."), and in 2012, FDEP promulgated numeric nutrient water quality standards set forth in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters), F.A.C.; and

WHEREAS, the COUNTY as lead applicant and EDGEWOOD as a co-applicant applied for and received NPDES permit #FLS000011-004 (the "Permit"); and

WHEREAS, the Permit requires activities related to public education and outreach programs, trainings, water quality monitoring, water quality data reporting, and pollutant loading analysis; and

WHEREAS, the COUNTY and EDGEWOOD desire to establish responsibilities for funding and implementing Permit-related activities and requirements reporting; and

WHEREAS, the COUNTY and the University of South Florida ("USF") have entered into a contract dated June 1, 2015 (the "USF Contract") whereby USF implements and maintains the Orange County Water Atlas Project (the "Project"); and

WHEREAS, the Project will provide the COUNTY and EDGEWOOD a public portal to access: (a) water quality information, (b) stormwater education information, (c) a pollution reporting mechanism, (d) non-point source pollution education material, and (e) other watershed related projects and information; and

WHEREAS, the COUNTY and EDGEWOOD have entered into a contract dated October 26, 2015 (Edgewood Interlocal Agreement for Watershed Atlas Project) where EDGEWOOD has agreed to pay the COUNTY a designated sum for the annual maintenance of the Project; and

WHEREAS, the Parties intend that this Interlocal Agreement will supersede the Edgewood Interlocal Agreement for Watershed Atlas Project will be superseded by this Interlocal Agreement; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

Section 1. ***Recitals.*** The recitals set forth in the WHEREAS clauses above are true and correct and are incorporated by reference herein.

Section 2. ***Term and Termination.*** This Interlocal Agreement shall be effective and commence on the last date of execution by the Parties (the "Effective Date"), and shall continue for the period commensurate with the Permit. However, this Interlocal Agreement may be terminated by either Party, with or without cause, upon no less than sixty (60) days notice to the other Party delivered in accordance with the requirements of Section 12.

Section 3. ***Reimbursement for Services Provided.*** The COUNTY has offered to provide services as itemized in Exhibit A. EDGEWOOD has elected to participate in, and reimburse the COUNTY for, the following services:

I. Public education and outreach program: Orange County Water Atlas Project to meet public reporting requirements of Part III.A.7.e of the Permit and provides water quality information to EDGEWOOD and the public;

II. Training – Web-accessible Stormwater Training System for illicit discharge and improper disposal training to meet the requirements of Part III.A.7.c of the Permit, spill prevention and response training to meet the requirements of Part III.A.7.d of the Permit, and construction site runoff training to meet the requirements of Part III.A.9.c of the Permit;

III. Pollutant Loading Analysis: estimates of event mean concentrations ("EMCs") and annual pollutant loads, in Year 3 per Part V.A.1 of the Permit, for the following pollutants:

   a. Biological oxygen demand (BOD_5);

b. Total copper;

c. Total nitrogen (as N);

d. Total phosphorus;

e. Total suspended solids (TSS); and

f. Total zinc.

IV. Water Quality Monitoring: Collection and/or analysis of water quality samples for one or more of the analytes in Exhibit C to meet the requirements of Part V.B of the MS4 Permit.

Section 4. Shared Resources. The COUNTY and EDGEWOOD have agreed to share resources for the education and outreach activities itemized in Exhibit B, including:

I. Public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;

II. Public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and

III. Public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the Permit.

Section 5. EDGEWOOD's Contribution. EDGEWOOD has appropriated for the Permit period, the sums outlined in the cost-reimbursement schedule, Exhibit A, to be paid on the dates listed.

Section 6. Right to Inspect and Audit Books. The COUNTY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by EDGEWOOD as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by EDGEWOOD or by its designees during normal business hours for a period of four (4) years from the expiration of this Interlocal Agreement. Any cost incurred by the COUNTY as a result of an audit by EDGEWOOD shall be the sole responsibility of and shall be borne by the COUNTY. In addition, should the COUNTY provide any or all of EDGEWOOD's funds to sub-recipients, then and in that event, the COUNTY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by EDGEWOOD or its designees.

Section 7. Public Records. In accordance with Chapter 119, Florida Statutes, any "public record" created or received by either Party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act. Should either Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Interlocal Agreement shall be construed, nor is

intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

Section 8. Equal Opportunity Employment/Procurement. The COUNTY, in performing under this Interlocal Agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 9. Indemnification. To the fullest extent permitted by law, each Party to this Interlocal Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Interlocal Agreement, and accordingly, each Party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 10. Assignment. Neither Party may assign its rights hereunder without the prior written consent of the other Party. Failure to comply with this section may result in immediate termination of this Interlocal Agreement.

Section 11. Notices. All notices permitted or required by this Interlocal Agreement shall be given by hand delivery, sent by certified mail, return receipt requested, or sent by overnight courier, addressed as follows:

To COUNTY: Environmental Protection Division Manager
3165 McCrory Place, Suite 200
Orlando, Florida 32803-3727
Phone: (407) 836-1400
Fax: (407) 836-1441

With copy to: County Administrator
P.O. Box 1393
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32802-1393

To EDGEWOOD: Ray Bagshaw
Mayor
405 Larue Avenue
Edgewood, Florida 32809-3406
Phone: (407) 851-2920
Fax: (407) 851-7361

Section 12. Independent Contractor. The Parties agree that nothing contained in this Interlocal Agreement is intended, or shall be construed, as in any way creating or establishing the

relationship as partners or joint ventures between the Parties or as constituting the COUNTY as the agent or representative of EDGEWOOD for any purpose or for any manner whatsoever.

Section 13. Litigation and Venue. In the event a Party deems it necessary to take legal action to enforce any provision of this Interlocal Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida. In any such legal proceedings the Parties waive the right to seek a jury trial. Each Party shall be responsible for the payment of its attorney's fees and costs related to any dispute or legal proceedings, including all appeals.

Section 14. Governing Law; Construction of Agreement. The Parties enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes (2016), the Florida Interlocal Cooperation Act of 1969, as amended. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Interlocal Agreement. The Parties have participated jointly in the negotiation and drafting of this Interlocal Agreement. In the event ambiguity or interpretation arises, this Interlocal Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Interlocal Agreement. Any headings preceding the texts of the sections and subsections of this Interlocal Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part hereof nor affect its meaning, construction or effect. All exhibits attached to this Interlocal Agreement are hereby incorporated in and made a part hereof.

Section 15. Waiver. Performance of this Interlocal Agreement by either Party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Interlocal Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 16. Amendments. This Interlocal Agreement may be amended only through a written document executed by the Parties.

Section 17. Default and Remedies. Failure by a Party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages. Prior to unilateral termination of this Agreement or either Party filing any action as a result of a default by the other Party under this Interlocal Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity within which to cure such default. Failure to cure within such 30-day opportunity allows the non-defaulting Party to terminate this Agreement. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding any other provision of this Interlocal Agreement, in no event shall either party have any liability to the other Party under this Interlocal Agreement, whether based in contract, in tort (including

negligence and strict liability), or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.

Section 18. ***Filing.*** A copy of this Interlocal Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 19. ***No Third-Party Beneficiaries.*** This Interlocal Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

Section 20. ***Severability.*** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

Section 21. ***Entire Agreement.*** This Interlocal Agreement, including Exhibits A, B, and C, constitutes the entire agreement between the Parties with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. No other agreement whether oral or written, with regard to the subject matter hereof shall be deemed to exist.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Interlocal Agreement on the date signed by each.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: PHIL DIAMOND, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CITY OF EDGEWOOD, FLORIDA

By: _____

Its: _____

Date: _____

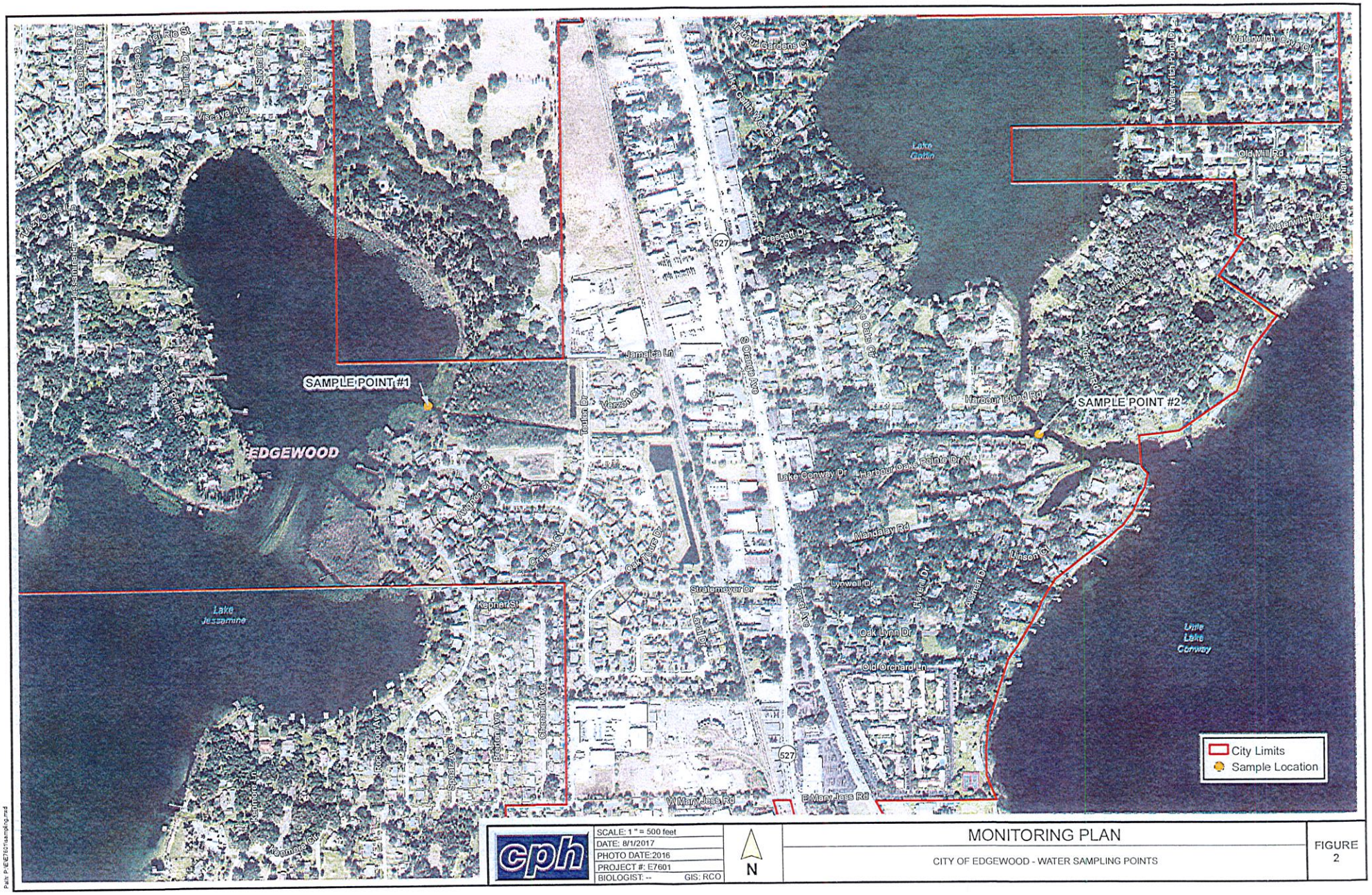
ATTEST:

_____
City Clerk

"EXHIBIT A"

REIMBURSEMENT SERVICES

The Responsibilities of the COUNTY and EDGEWOOD as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		Cost	Due Dates
I.	The COUNTY has entered into a contract with the University of South Florida (USF) to implement the Watershed Atlas Project (project); and the COUNTY has agreed to pay USF a designated sum for annual maintenance of the project; and the project will provide the COUNTY and EDGEWOOD with information about their water quality and other watershed related projects and information; and where as both parties now desire to renew the contract for a period of forty-eight (48) months each time it expires until MS4 NPDES Permit FLS000011-004 expires; and EDGEWOOD has agreed to assist the COUNTY in paying for the maintenance of the project. EDGEWOOD has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of MS4 NPDES Permit FLS000011-004, the annual sum of $1,146 to be used by the COUNTY solely for the purpose of maintaining the project.	$1,146 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires
II.	Web-accessible Stormwater Testing System: The COUNTY will provide training materials for illicit discharge and improper disposal training to fulfill the requirements of by Part III.A.7.c of the MS4 NPDES Permit, spill prevention and response training to fulfill the requirements of by Part III.A.7.d of the MS4 NPDES Permit, and construction site runoff training to fulfill the requirements of by Part III.A.9.c of the MS4 NPDES Permit. The EDGEWOOD has appropriated a one-time fee for the period commencing on 6/1/2017 and ending on 5/31/2018 the total sum of $433 to be used by the COUNTY solely for the purpose of preparing the training materials to meet the requirements of Parts III.A.7.c, III.A.7.d, and III.A.9.c of the MS4 NPDES Permit.	$433 one time	To be paid thirty (30) days from the commencement date of the contract
III.	The timely preparation and submittal by the COUNTY to EDGEWOOD of estimates of annual pollutant loadings, event mean concentrations (EMC), and best management practice (BMP) load reductions, as required by Part V.A. of the MS4 NPDES Permit. EDGEWOOD has appropriated for the period commencing on 6/1/2017 and ending on 11/30/2019 the total sum of $1,620 to be used by the COUNTY solely for the purpose of preparing the estimates of annual pollutant loadings and EMCs to meet the requirements of Part V.A. of the MS4 NPDES Permit.	$1,620 one time	To be paid on 6/1/2019
IV.	The timely performance by the COUNTY of water quality monitoring at the locations and frequencies and for the parameters specified in Exhibit C, analysis of water samples for the parameters specified in Exhibit C, and/or upload of data to the STORET database (or successor) and the Water Atlas as required by Part V.B. of the MS4 NPDES Permit. EDGEWOOD has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of the MS4 NPDES Permit, the annual sum of $8,256 to be used by the COUNTY solely for the purpose of performing the monitoring activities specified in Exhibit C.	$ 8,256 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires


SAMPLE POINT #1
SAMPLE POINT #2
EDGEWOOD
Lake Jessamine
Lake Conway
Little Lake Conway
Lake Gatlin
Viscaya Ave
Jamaica Ln
Verzon Ct
Tolina Dr
S Orange Ave
Prescott Dr
Harbour Island Rd
Harbour Oaks Pointe Dr N
Lake Conway Dr
Mandalay Rd
Linson Ct
Lynwell Dr
Oak Lynn Dr
Old Orchard Ln
Stratemeyer Dr
Keppler St
W Mary Jess Rd
E Mary Jess Rd
Old Mill Rd
Waterwitch Cove Dr
Waterwitch Point Dr
527
City Limits
Sample Location
cph
SCALE: 1 " = 500 feet
DATE: 8/1/2017
PHOTO DATE:2016
PROJECT #: E7601
BIOLOGIST: --
GIS: RCO
N
MONITORING PLAN
CITY OF EDGEWOOD - WATER SAMPLING POINTS
FIGURE 2

CITY OF EDGEWOOD
FOUNDED 1924

From the desk of the City Clerk....
Bea L. Meeks, MMC, CPM, CBTO

TO:	**Mayor Bagshaw, Council President Dowless, Council Members Chotas, Fortini, Pierce and Horn**
CC:	**Police Chief Freeburg and City Attorney Smith**
DATE:	**February 13, 2018**
RE:	**Council Terms – Council Members Chotas, Fortini and Pierce**

As you know, qualifying for the March 13, 2018 municipal election was January 16, 2018 through January 22, 2018. There were three open seats and three candidates qualified; therefore, the City will not have an election. I will administer the Oath of Office to Council Members Chotas, Fortini and Pierce on March 20, 2018. Prior to their oath of office, the terms of their office have to be determined. As you will recall, in the 2017 election voters approved a charter referendum that changed the terms of office from [i]two years to three years. Due to the new terms, a transition schedule was devised to allow for the transition. In the 2018 election, the two city council candidates receiving the largest number of votes shall take office for a term of three (3) years and the one (1) city council candidate receiving the third largest number of votes shall be elected to a term of two (2) years.

Due to having no opposing candidates, Council Members Chotas, Fortini and Pierce were notified about deciding their terms of office and Council Members Chotas and Fortini have both requested to serve the two year term. After discussing this matter with City Attorney Smith, as the City's Municipal Election Supervisor I will have Council Members Chotas and Fortini draw lots from a hat to determine their terms; one will draw the 2-year term and one will draw the 3-year term. Council Member Pierce's term will be three years.

[i] ***Shall the Edgewood Charter be amended to change the staggered two year terms of council members and the mayor to staggered three year terms for council members and the mayor and to include a transition schedule to phase in the altered term lengths?***

Edgewood Police Department

City Council Report

January 8, 2017-February 7, 2018

Residential Burglaries	1
Commercial Burglaries	0
Auto Burglaries	1
Theft	4
Assault/Battery	1
Sexual Battery	0
Homicides	0
Robbery	0
Traffic Accident	7
Traffic Citations	193
Red Light Citations	233
Traffic Warnings	282
Felony Arrests	15
Misdemeanor Arrests	6
Warrant Arrests	6
Traffic Arrests	3
DUI Arrests	2

Department Highlights:

- This month, there has been an increase in controlled substance arrest, both cocaine possession and marijuana possession.
- On January 5, 2018 our officers responded to a residence in the City of Edgewood that was burglarized. At the time blood and finger prints were obtained from the scene were then turned over to the Florida Department of Law Enforcement for analysis. On January 17, 2018 multiple items that were taken from the residence during the burglary were found posted online for sale. Detective Tim Cardinal and Analyst Stacey Salemi worked with the Problem Oriented Policing unit assigned to the Orange County Sheriff's Office to set up a time and place to meet with the suspects selling the items. Upon arrival at the scene, the suspect were arrested for warrants, possession of a stolen vehicle, carrying a concealed weapon and dealing in stolen property. We are currently awaiting the analysis from Florida Department of Law Enforcement to charge the suspects with the burglary. At this time, most of the property taken from the residence has been returned to its rightful owner.
- On January 8, 2018 a search warrant was obtained for a house in the City of Edgewood that was suspected of possession of a large quantity of a controlled substance. During this search warrant, multiple individuals were arrested for violation of probation, and possession of controlled substance with the intent to sell or deliver. At a later date an arrest warrant was written and executed for an additional individual who lived in house for possession of a controlled substance and the sale or delivery of a controlled substance. During this case, the Orange County Sheriff's Office Gang Unit helped us

identify multiple arrestees as gang members who were residing in the residence. None of the residents (renters) have returned since.

- Back in November, a vehicle was stolen out of the Camelot Condominium Complex and recovered in Orange County's Jurisdiction. Fingerprints were lifted from the vehicle and analyzed by the Orange County Sheriff's Office Forensic unit in which they were able to provide a suspect and information concluding that the suspect is a gang member. The suspect is currently being charged for stealing the vehicle.
- In December, multiple vehicles were burglarized off of Linson Ct. Officer Amy Schlopy, and new Officer Ronnie Ventura were able to obtain fingerprints that were taken to Florida Department of Law Enforcement. Those finger prints were analyzed and produced a suspect who has been arrested.
- The Edgewood Police Department is currently making changes in the way we work cases and to our evidence section. Analyst Stacey Salemi has been put in charge of the Property and Evidence section. Not only is the evidence department getting a new look, it is also getting new procedures. The other major change is that we started to work closely with the Orange County Sheriff's Office to create a working relationship in which we will be able to use their specialized units and forensics. We are utilizing the tools and agencies available to us to solve crimes and better serve the public. We also have been reaching out to the State Attorney office to work closely with them on cases.

If you have any additional questions
Contact Chief John Freeburg
jfreeburg@edgewood-fl.gov
Cell phone: 407-467-2433