

Ray Bagshaw  
Mayor

Judy Beardslee  
Council President

Pam Henley  
Council Member

John Dowless  
Council Member

Neil Powell  
Council Member

Lee Chotas  
Council Member

**CITY COUNCIL AGENDA**  
**Special Meeting**  
**City Hall – Council Chamber**  
**405 Larue Avenue, Edgewood, Florida**  
**Tuesday, April 23, 2013**  
**6:30 p.m.**

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**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.

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**A. CALL TO ORDER**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE**

**D. Russell Home – 2013-SE-01 – Special Exception Application to allow a thrift store in C-1 zoning.**

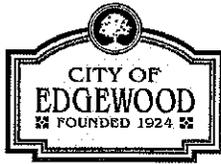
**E. ADJOURNMENT**

**UPCOMING MEETINGS:**

May 21, 2013.....City Council Regular

June 18, 2013 .....City Council Regular

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.



*From the desk of the City Clerk....*

*Bea L. Meeks, MMC, CPM*

**TO:** Planning & Zoning Board

**Cc:** Mayor and City Council Members, City Attorney Drew Smith and Ellen Hardgrove, AICP

**DATE:** April 17, 2013

**RE:** Russell Home – Special Exception Request

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An application was submitted by Vantrease Blair, on behalf of the Russell Home, for a special exception to allow a thrift store in C-1 zoning. Please note the Code provision attached to this memo regarding a special exception. I was asked to schedule a special meeting for this request, as the applicant already signed a lease with the owner of the property.

Per Code requirement, on April 10, 2013, the Notice of Public Hearing was sent to sixty-seven (67) property owners, whose properties fall within 500 feet of the subject property. The applicant posted a sign on the property, and provided the required sign affidavit.

As of the date of this memo, two Notices were returned to City Hall (undeliverable), and staff has received one phone call regarding the Notice. The property owner indicated to staff that they may not be favorable to a thrift store, and also inquired as to how many other thrift stores are within the City.

A special City Council meeting is scheduled for Tuesday, April 23, 2013. The recommendation made by the Planning & Zoning Board will be presented to Council in their meeting. City Council will be receiving the same agenda support documents as the Planning & Zoning Board. The documents are as follows:

1. Application for Special Exception (2013-SE-01);
  - The application indicates the address as 5529 S. Orange Avenue however, the subject property address is 5517 and 5521 S. Orange Avenue. The units are part of Dawson Wallcovering & Carpet.
2. Report from Ellen Hardgrove, AICP, City Planning Consultant;
3. Notice of Public Hearing; and
4. Sign Affidavit.

Should staff receive additional inquires or returned mail after agenda packets are prepared, this information will be provided to the Planning & Zoning Board members, as well as the Mayor and City Council.

**Sec. 134-346. - Special exceptions.**

(a)

The following uses may be permitted as a special exception in the C-1 district, provided that any review and hearing of an application for a special exception shall consider the character of the neighborhood in which the proposed use is to be located, its effect on the value of surrounding lands, and the area of the site as it relates to the required open spaces and off-street parking facilities.

(b)

In addition, for any application for a special exception, the planning and zoning board and the city council shall consider the following criteria:

(1)

Compatibility of the proposed facility with the surrounding uses.

(2)

The size of the lot on which the proposed facility will be located.

(3)

The number of persons to be residing in the proposed facility.

(4)

The amount of traffic generated by the proposed facility.

(5)

The availability of adequate water and sewer facilities.

(6)

Whether the location of the proposed facility will maintain the stability of residential areas.

(7)

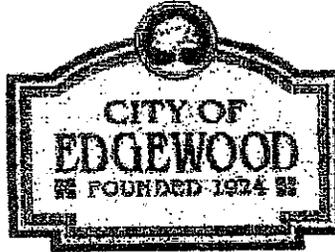
The general health, safety and welfare of the community.

(c)

Each application for a special exception shall be accompanied by a site plan incorporating the regulations established herein. As part of the application, the site plan shall include a simple plan drawn to an appropriate scale, including legal description, lot area, site dimensions, right-of-way location and width, parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for any building, proposed points of access, location of signs, location of existing easements and a general plan of proposed landscaping. Said site plan shall be submitted to and considered by the city council after recommendation by the planning and zoning board as provided for in article II of this chapter prior to the granting of a building permit. Upon such approval, said site plan becomes part of the building permit and may be amended only by the city council after recommendation by the planning and zoning board. Development under the special exception shall comply with all applicable city codes and ordinances.

- (1) Hotel and motels.
- (2) Churches and schools.
- (3) Day nurseries, kindergartens, and other child care centers.
- (4) Hospitals, including veterinary hospitals.
- (5) Clinics.
- (6) Laundromats.
- (7) One single-family dwelling which is accessory and attached to a permitted principal building.
- (8) Open air fruit, vegetable and farmers markets.
- (9) Pet grooming establishments.
- (10) Bowling alley.
- (11) Civic clubs and fraternal lodges.
- (12) Thrift stores or other similar uses.
- (13) Christmas tree lots.
- (14) Theaters, except drive-in theaters which shall be prohibited.
- (15) Any retail commercial establishment occupying more than 50,000 square feet and less than 100,000 square feet.

*(Ord. No. 89-346, § 2(26-102), 3-21-1989; Ord. No. 92-386, § 2, 12-15-1992; Ord. No. 1999-454, § 2, 10-5-1999; Ord. No. 2000-07, § 4, 12-28-2000; Ord. No. 2001-02, § 4, 1-23-2001; Ord. No. 2002-04, § 6, 5-7-2002)*



2013-SE-01



Reference: City of Edgewood Code of Ordinances, Section 134-103  
 PLANNING & ZONING BOARD  
 MAKE PAYMENTS TO: CITY OF EDGEWOOD  
 FEE: \$750.00

Please type or print. Complete carefully, answering each question and attaching all necessary documentation and additional pages as necessary.

<b>PLANNING &amp; ZONING MEETING DATE:</b>	
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**IMPORTANT: FILE BY SECOND WEDNESDAY OF THE MONTH FOR THE FIRST HEARING ON THE SECOND MONDAY OF THE FOLLOWING MONTH.**

Please note this fee is non refundable.

Applicant's Name: Russell Home for Atypical Children, Inc.		Owner's Name: Vantrease Blair	
Address: 510 W. Holden Avenue		Address: Orlando FL 32839	
Phone: 407 855 8063		Phone:	
Legal Description: 23 Reaves Sub F/66 Lot 5 (1/2 s 1/2 s 8 ft) + 115 ft of vac st S of said Parcel			
Zoned: C1			
Location: 5529 S. Orange Ave, Orlando FL 32809			
Tract Size:			
Cite section of the Zoning Code from which variance is requested:			
Request: Thrift Store			
Existing on Site: Retail			

The applicant hereby states that the above request for Special Exception does not violate any deed restrictions on the property.

Applicant's Signature: Vantrease Blair	Date: 3-27-13
Applicant's Printed Name: Vantrease Blair	Date:
Owner's Signature:	Date:
Owner's Printed Name:	

Please submit your completed application to City Hall via email at [cityhallstaff@edgewood-fl.gov](mailto:cityhallstaff@edgewood-fl.gov), via facsimile to 407-851-7361, or hand deliver to City Hall located at 405 Larue Ave. For additional questions, please contact City Hall at 407-851-2920.

<b>Rec'd Date:</b>	
<b>Rec'd By:</b>	
<b>Forwarded to:</b>	
<b>Notes:</b>	

Revised 4/1/08

405 Larue Avenue, Edgewood, Florida, 32809-3406  
Phone: 407-851-2920 / Fax: 407-851-7361  
[www.edgewood-fl.gov](http://www.edgewood-fl.gov)

2 of 2

**SPECIAL EXCEPTION APPLICATION**

1. Provide the legal description (include street address).  
JJ Reaves sub F/66 Lot 5 (less N 252.8 ft) and  
N 15 ft of vac St S of said parcel.  
5517 and 5521 South Orange Ave, 32809
2. If you are not the owner of the subject property, provide written acknowledgement and authorization from property owner that they do not object to the use requested in the Special Exception Application, and give their authorization for the use if approved.

lease attached.

3. SURROUNDING ZONING DESIGNATIONS:

DIRECTION	ZONING
NORTH	
SOUTH	
EAST	
WEST	

4. Describe the proposed use you; including conditions on the use, hours of operation, required parking and loading spaces, and number of employees. If proposed use is a training/vocational school, provide the number of anticipated students/clients.  
Thrift store / furniture - houseware - clothes - accessories  
Tuesday thru Saturday 10a - 6p  
3 full-time employees

5. If applicable, please provide:

- Dimensions of the property (see attached example) existing store fronts
- Existing and proposed location of structure(s) on the property. no new structures
- Vehicular accessways, driveways, circulation areas (include widths)/n/a
- Off-street parking and loading areas n/a
- Refuse and service areas. dumpsters in the rear of property
- Required setbacks; landscape or buffer areas; and other open spaces.  
n/a

- Existing and proposed adjacent rights-of-way, showing widths and centerlines. *n/a*
- Distances between buildings. *n/a*
- Interior and terminal landscape islands. *n/a*
- All existing and proposed sidewalks. *n/a*
- Landscape plan. *n/a*

make check payable to:  
Dawson Wall covering and Carpet <sup>①</sup>

AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** is executed and entered in to as of April 1, 2013 by **DAWSONS WALLCOVERING & CARPET, INC.**, a Florida Corporation d/b/a **DAWSONS DECORATING CENTER**, hereinafter referred to as "Landlord" and **RUSSELL HOME FOR ATYPICAL CHILDREN, ~~THREE STORE~~** hereinafter referred to as "Tenant". The premises are located in a portion of the commercial building located at 5517 & 5521 South Orange Ave., Orlando, Florida 32809. The building and other improvements associated with its operation and the land which it is located are hereinafter called the building. ②

This leasing of the premises is subject of the terms, covenants and conditions herein set forth. The tenant agrees as a material part of the considerations for this Lease Agreement to keep and perform each and all of the terms, covenants and conditions by it to be performed. The Lease is made upon the conditions of such performance.

1. **TERM** – The term of this Lease Agreement (hereinafter called the "Lease Term") commences on April 1, 2013 and ends on March 30, 2015 or unless postponed or sooner terminated in accordance with this Lease Agreement. The Tenant agrees to take possession of the premises as is in order to prepare and ready the premise for business.

2. **RENTAL** – Tenant shall pay the Landlord at the place hereinafter designated by the paragraph entitled "Notices", or at such other place as the Landlord may from time to time designate in writing, rental during the Lease Term as follows:

Annual Rent: From April 1, 2013 to March 30, 2014, a 12 month period, the tenant shall pay \$21,600.00 payable in 12 equal payments of \$1800.00. From April 1, 2014 to March 30, 2015, a 12 month period, the tenant shall pay \$21,600.00 payable in 12 equal payments. The first such installment shall be paid on or before the first day of the first full calendar month of the Lease Term and a like sum on or before the first day of each and every successive calendar month thereafter during the term of the Lease. Rental shall be paid to the Landlord, free from and without regard to any claims, demands, or setoffs against the Landlord of any kind or character whatsoever, in lawful money of the United States of America.

**Lease Renewal:** Tenant shall have the option to renew this Lease at the end of the Term for one or more years at the existing rate plus 5% for inflation.

**Late Charge:** In the event any rental payment is not received by the Landlord within five (5) days of the due date, Tenant shall be subject to additional rent in the form of a late charge of 5% of the rental payment amount.

**3. USE OF PREMISES** – Tenant shall use and occupy the premises as a Thrift Store, not to conflict with other tenant exclusives, and for the conduct of Tenant’s business and for no other purposes. The premises shall not be used for any illegal purpose, nor in any manner to create any nuisance for trespass, not in any manner to invalidate Landlord’s insurance or to increase the premiums rates of any insurance policies on the building which may be caused by use which the Tenant shall make of the premises. The use of the premises shall in all respects conform to the rules and regulations of the building.

Painting , wallcovering, or flooring of the interior premises to be approved by Landlord.

4. COMPLIANCE WITH LAW - Tenant shall not use the premises or permit anything to be done in or about the premises which will in any way conflict with any law, statute, ordinance or hereafter be enacted or promulgated.

5. UTILITIES - All utilities used by the Tenant in the subject building shall be paid for by the Tenant, with the Tenant furnishing any required deposits. *excluding water* (VP)

6. SALES AND PROPERTY TAXES - Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the term upon Tenant's equipment, furniture, fixtures and other personal property located in the premises, and shall also pay any and all sales or similar taxes required by law to be collected by the Landlord from the Tenant. Landlord shall pay all real property taxes and assessments levied against the premises during the term of this Lease.

7. PARKING - Tenant, its employees, clients and invitee shall have at all times the non-exclusive use of the parking spaces upon the premises for the conduct of its business.

8. CONDEMNATION, DAMAGE AND DESTRUCTION OF PREMISES - It is agreed that if the leased premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any street or other public use by right of eminent domain or shall be destroyed or damaged by fire or other casualty so as to be thereby unfit for use, then the rent due, or a proportionate share thereof (according to the nature and extent of the damage sustained by the leased premises), shall be abated until the premises shall have been fully repaired or restored by the Landlord. In the event of such damage, destruction or taking, the Tenant may, however, elect to terminate this Lease in its entirety if the Landlord is unable or unwilling to repair or to restore the premises to a tenable condition for the use of the Tenant within sixty (60) days of the date of such taking, damage or destruction, or if as a result thereof the premises are rendered unfit, in Tenant's judgment, for its permissible uses. In the event of any such taking for public use, or damage or destruction of the premises for which restitution is to be made, whether this Lease be terminated or not, and whether all or any part of the leased premises be taken, damaged or destroyed, nothing herein shall preclude the Tenant from intervening in any condemnation proceedings involving the leased premises and from taking appropriate legal steps to prove the damage which may result from taking, damage or destruction, or from sharing in any award that might result from such proceedings to the extent of its leasehold interest.

9. COVENANT AGAINST LIENS - The Tenant shall have no right to subject the interest of the Landlord in the demised premises to any claim for construction liens with respect to any improvements placed on the premises by the Tenant. The Tenant shall indemnify and save the Landlord harmless from and against any lien or claim of lien attached to or upon the demised premises or any part thereof by reason of any act of omission on the part of the Tenant.

10. ASSIGNMENT AND SUBLETTING - Tenant may not, without the prior written consent of the Landlord, assign, transfer, mortgage, pledge, hypothecate or encumber, this Lease, or any interest therein, not sublet the premises or any part thereof, nor permit the use of the premises by any party other than the Tenant and its employees. Consent shall not be unreasonably withheld by the Landlord. Consent to one assignment or sublease shall not destroy or waive this provision, and all other assignments and subleases shall likewise be made only upon the prior written consent of the Landlord. Sublessee or assignees shall become liable to the Landlord for all obligations of the Tenant, without relieving the Tenant's liability, which liability shall remain unabated during the term of this Lease Agreement and any renewals thereof.

11. MORTGAGEE'S RIGHT - Tenant agrees that this Lease shall be inferior and subordinate to any mortgage or trustee's deed now on the building and to all advances already made, or which may be hereafter made, on account of said mortgage or deed to the full extent of all debts and charges secured thereby and to any mortgage or trustee deeds which any owner of or Landlord of the building may hereunder, at any time, elect to place on the building. Tenant agrees upon request to execute any paper or papers that the Landlord may deem necessary to accomplish that end.

12. LANDLORD'S ACCESS TO PREMISES - The Landlord shall have the right to enter upon the demised premises for the purpose of making repairs or alterations as required hereunder, to exhibit the premises to prospective purchasers or tenants and to see that Tenant is complying with all obligations hereunder. In exercising such right, the Landlord shall not unduly interfere with the Tenant's business.

In addition, Landlord shall have the right, during the last sixty (60) days of the term of this Lease, to place one or more "For Rent" signs in the windows or on the premises.

13. CONDITIONS OF PREMISES, MAINTENANCE AND REPAIR - Taking of possession of the premises by the Tenant shall be conclusive, non-rebuttable evidence that the Tenant accepts the premises "as is" and that the premises and the building were in good and satisfactory condition at the time such possession was so taken.

Subject to the duties of the Landlord as otherwise provided herein, the Tenant will keep leased premises in such repair as the same are at the commencement of the Lease Term or may be put in by

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the Landlord during the continuance thereof, damage due to reasonable wear and tear and damage by fire or other casualty excepted.

Notwithstanding the foregoing, the Landlord shall be solely responsible for the maintenance of the exterior of the demised premises, which shall specifically include, but not necessarily be limited to, the walls and roof of the building. Landlord shall be responsible for maintaining the plumbing systems and for the landscaping of the premises. Landlord shall be responsible for maintenance and repair of the air conditioning and heating systems. The tenant is responsible for replacing the air conditioner filters and is responsible for any damages resulting from failure to do so.

The Tenant may make no structural alterations or permanent additions in or to said premises without the written consent of the Landlord, which consent shall not unreasonably be withheld. All fixtures and/or equipment as shall have been installed in the leased premises by the Tenant so as to be permanently affixed thereto may be removed by Tenant at the expiration or termination of this Lease only if the Tenant shall at its own expense repair any injury to the premises resulting from such removal.

14. DAMAGE BY OTHERS - It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building.

15. REMEDIES ON DEFAULT - Upon occurrence of any default, the Landlord may, at the option of the Landlord, in addition to any other remedy or right given hereunder or by law, terminate this Lease by giving written notice to the Tenant that this Lease shall terminate upon the date specified in said Notice.

Upon termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, the Landlord may enter forthwith without further demand or notice upon any part of the premises and resume possession by summary proceedings, by action at law, in equity or otherwise, as the Landlord may determine, without being liable in trespass or for any damages. In no event shall such re-entry or resumption of possession or reletting of the premises be deemed to be an acceptance or surrender of this Lease or a waiver of the rights or remedies of the Landlord hereunder.

Upon termination of this Lease in any manner above provided, the Landlord may relet the premises and apply the rent therefrom

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first to the payment of nay and all damages, costs, fees, expenses, charges, losses and reasonable attorney's fees suffered or incurred by the Landlord by reason of the Tenant's default, and then to the payment of rent and all other sums due from the Tenant hereunder, and the Tenant shall remain liable for any deficiency.

If Tenant shall default in the payment of any installment of the rent, or for any other sum provided for under this Lease as the same becomes due and payable, or should bankruptcy proceeding be begun by or against Tenant, then and in any such case the entire rent for the balance of the term shall, at the option of the Landlord, at once become due and payable, as if by their terms of this Lease it were all payable in advance; or at the Landlord's option this Lease shall become null and void.

16. BANKRUPTCY OR INSOLVENCY - If at any time during the term hereof proceedings in bankruptcy shall be instituted by or against the Tenant, and result in an adjudication of its bankruptcy, or if the Tenant shall file, or any creditor of the Tenant shall file a petition of bankruptcy, and the Tenant be adjudicated bankrupt, or if a receiver of the business or assets of the tenant is appointed and such appointment is not vacated within sixty (60) days after notice thereof to the Tenant, or if the Tenant makes an assignment for the benefit of creditors, or if any sheriff, marshal, constable or other keeper shall take possession of the premises or assets located thereon by virtue of any attachment or execution proceedings and offer the same for sale publicly, then the Landlord may, in any such events, upon written notice to the Tenant, take possession of the demised premises and terminate this Lease. Upon such termination, all installments of rent earned to the date of termination and addition thereto the Landlord shall have all rights provided by the bankruptcy laws relative to the proof of claims on any anticipatory breach of an executory contract.

17. NONWAIVER - The waiver by the Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. The subsequent acceptance of rent by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease.

18. EXPENSES IN EVENT OF DEFAULT - The defaulting party shall pay to the other, on demand, all the latter's costs and expenses, including reasonable attorney's fees, incurred in enforcing any of the defaulting party's obligations under this Lease.

19. LIABILITY FOR DAMAGES - The Tenant hereby waives all claims against the Landlord for injuries to person or property in or about the premises from any cause except that arising from the actions of Landlord, its employees or agents. Any of Tenant's

property that may be in the demised premises during the initial term of this Lease or any extensions thereof shall be at the sole risk of the Tenant, provided, however, as indicated above, the Landlord shall be liable to the Tenant or other persons for injury, loss or damage to property or to any person on the premises in the event such injury or damage is caused by the actions of the Landlord or its employees or agents.

20. **INSURANCE** - The Landlord shall obtain and maintain fire and extended coverage insurance on the premises during the term hereof. Landlord shall not be required to maintain contents coverage for the benefit of the Tenant. Tenant shall obtain and maintain plate glass insurance and public liability insurance on the premises with a minimum coverage of \$1,000,000 per person and \$1,000,000 per occurrence. Landlord to be named as an additional insured. The Landlord may elect to pay premiums for such insurance in the event of nonpayment by the Tenant, and in such event, the amount thereof shall be due as additional rent.

21. **COVENANT OF QUIET ENJOYMENT** - The Landlord covenants and agrees with the Tenant that at all time during the term of this Lease (assuming the Tenant is not in default hereunder) the Tenant's quiet and peaceable enjoyment of the demised premises shall not be disturbed or interfered with by the Landlord or any other person under the Landlord's control.

22. **ENTIRE AGREEMENT AND MODIFICATION** - This Lease contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this instrument shall be of any force or effect. No amendment, modification or variation of this Lease or any of its terms or provisions shall be effectual, binding or valid unless and until the same is reduced to writing and executed by the parties. No failure of the Landlord to exercise any power given the Landlord by this instrument, or to insist upon strict compliance by the Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Landlord's right to demand exact compliance with the terms of this Lease Agreement.

23. **SUCCESSORS AND ASSIGNS** - The covenants and conditions herein contained shall, subject to the provisions as to assignments, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

24. **SIGNS** - It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Landlord for approval before installation of the same.

25. **NOTICES** - Notices to Landlord, including payment of rental, shall be addressed to 4925 S. Ferncreek Ave., Orlando, Fl. 32806.

P. O. Box 2508  
Cincinnati, OH 45201

Date: July 9, 2003

Russell Home For Atypical Children Inc.  
510 Holden Ave  
Orlando, FL 32839-2051

**Person to Contact:**  
Ms. K. Hilson 31-07340  
Customer Service Representative  
**Toll Free Telephone Number:**  
8:00 a.m. to 6:30 p.m. EST  
877-829-5500  
**Fax Number:**  
513-263-3756  
**Federal Identification Number:**  
59-1051408

Dear Madam:

This letter is in response to your request of July 9, 2003, regarding your organization's tax exempt status.

In September 1966 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

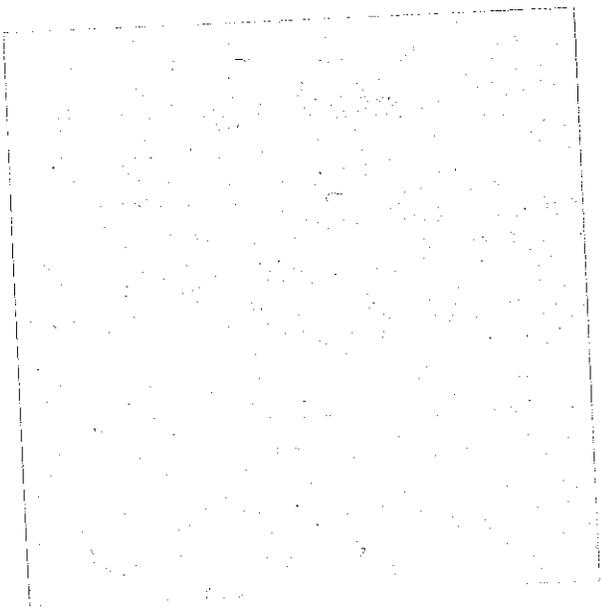
Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

# Parcel Photos - 5529 S Orange Ave



292324733200051

01/23/2012





292324733200051

01/23/2012



292324733200051 07/16/2006



292324733200051 07/16/2006



292324733200051 07/16/2006



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

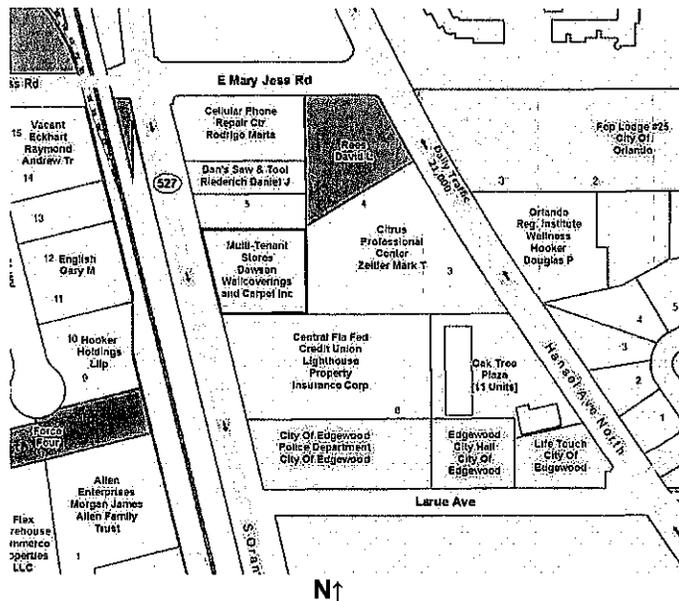
To: Planning and Zoning Board Members  
Ms. Bea Meeks, City Clerk  
From: Ellen Hardgrove, AICP, City Planning Consultant  
Date: April 3, 2013  
Re: Special Exception Application – Russell Home Thrift Store

**Introduction**

**Request:** Special Exception in the C1 zoning district to allow a thrift store per Code Section 134-346: (C-1 Special Exceptions) at 5517 and 5521 (adjoining space) South Orange Avenue, Edgewood, Florida. The thrift store is proposed to operate Tuesday through Saturday 10:00 am to 6:00 pm.

**Property Owner:** Dawson Wallcoverings and Carpet, Inc. The application for special exception includes a proposed lease between the property owner and the applicant for the use of the property as a thrift store. This is being used as agent authorization.

**Location:** Multi-tenant strip commercial building known as “Dawson’s Center” on the east side of South Orange Avenue, 245± feet south of Mary Jess Road and 425± feet north of Larue Avenue (Tax Parcel 24-23-29-7332-00-051)



Existing on site: One story multi-tenant building divided into five units

- 5517 – currently vacant – proposed for thrift store
- 5521 – currently vacant – proposed for thrift store
- 5525 – MS Tactical Security store
- 5529 – Any Style beauty salon
- 5533 – currently vacant

Building onsite totals 26,095 square feet.

Surrounding uses: North - Arts and Antiques (Retail)  
South - Lighthouse (Office)  
West - across Orange Avenue, the CSX railroad line  
East - facing Hansel, office

Surrounding Zoning: North - C1  
South - C1  
West - C3  
East - C1

#### **Requested Action by the Planning and Zoning Board**

Per Code, the Planning and Zoning Board shall make a recommendation to the City Council for approval or denial of the special exception request. The Board is to consider the following when making a recommendation to Council (Section 134-405, Edgewood City Code):

- Character of the neighborhood in which the proposed use is to be located,
- It's effect on the value of surrounding lands, and
- The area of the site as it relates to the required open space and off-street parking facilities.

#### **Considerations**

##### **Neighborhood Character**

The proposed location is surrounded by commercial uses. The proposed use is compatible with surrounding uses provided conditions of approval are established to protect property values.

##### **Effect on Value of Surrounding Land**

Although thrift stores operate similarly to permitted retail uses, there are potential negative issues that could affect surrounding land values.

Thrift stores, particularly the merchandise donation areas, can become unsightly by creating outdoor storage issues and illegal dumping and collection of debris. Furthermore, warehousing of secondhand goods can sometimes extend beyond the building to outdoor storage or use of outdoor storage containers, which can be unsightly and interfere with operation of a shopping center. This can be avoided to a certain degree by requiring merchandise drop-off behind the building, by prohibiting outside storage of any merchandise and/or equipment, requiring indoor storage of all drop boxes and bins, and prohibiting after-hours donation drop-off (to the extent possible).

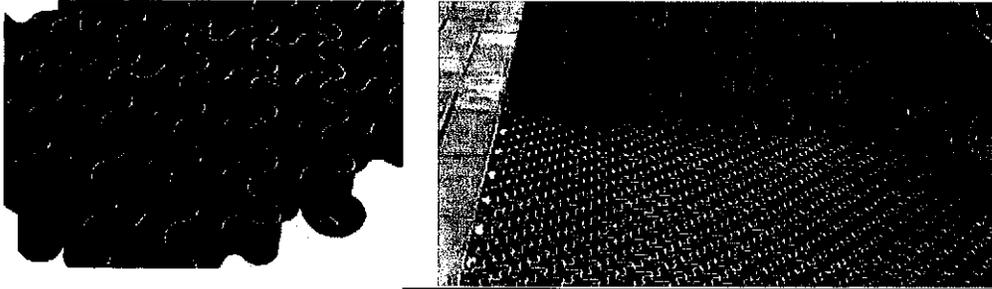
##### **Parking/Access/Loading/Unloading of Merchandise**

The existing multi-tenant building was constructed in 1963, prior to current parking standards. According to current code, the building would be classified as a "shopping center" and 143 parking spaces would be required. There are 24 parking spaces onsite, including two handicapped spaces. The site is considered legally nonconforming.

Given this status, the building can be used for C1 permitted uses without the need for a parking variance. The parking demand from a thrift store is similar to C1 permitted uses, specifically a retail clothing store. However, unlike retail stores, with scheduled arrivals and unloading of merchandise, thrift store donations can occur at random times. The random times of merchandise

drop-off has the potential of creating entrance and/or exit obstacles on site since there is only one driveway through the parking lot and that driveway is one-way. This can be avoided by requiring loading and unloading of merchandise behind the building.

Deliveries during rain or when ground is wet may create tear up the grass creating ruts. Geoplastic grids or matting are available to strengthen grass areas for used for vehicle parking and may need to be used to maintain an effective unloading area.

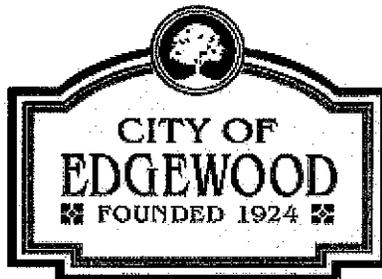


### **Recommendation**

Staff recommends approval with the following conditions:

- 1) No outdoor storage of equipment or merchandise
- 2) Loading and unloading/drop-off of merchandise shall take place only behind the building
- 3) Dropped off merchandise shall be stored indoors
- 4) A sign stating something to the effect, "Drop off of Merchandise Donations only accepted during store hours" shall be posted at all entrances to the store (front and back)
- 5) Addition of a storage unit/accessory building must be reviewed as an amendment to the special exception, which will require consideration by the Planning and Zoning Board and City Council approval.
- 6) Per Section 134-104, the special exception shall expire 12 months after the effective date of the approval unless the rights of the special exception granted have been exercised prior to the expiration date. Acquisition of necessary building permits/interior alterations, installation of required equipment or initiation of the activity granted shall be considered adequate exercising of the special exception rights. If the use is abandoned for a period of six months, such special exception is terminated.

*ESH*

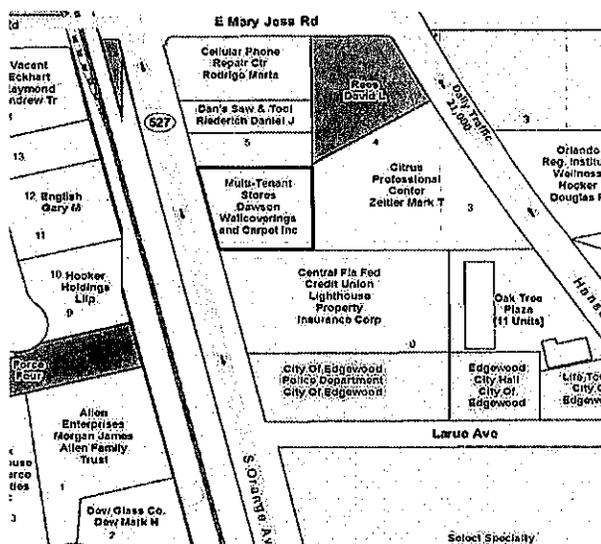


## NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that at its regular meeting on **Monday, April 22, 2013**, the Planning and Zoning Board of the City of Edgewood, will consider **Special Exception Application No. 2013-SE-01** to allow a **thrift store** in a C-1 commercial district. (City Code of Ordinances, Reference Section 134-346, c, 12) The application was submitted by Vantrease Blair, on behalf of The Russell Home located at 5529 S Orange Ave. The meeting will be held in the Council Chambers of City Hall, 405 Larue Avenue, Edgewood, Florida beginning at **6:30 p.m.**

The Planning and Zoning Board's recommendation will be forwarded to City Council on April 23, 2013 at 6:30 p.m. for final action.

The subject property is legally described as J J REAVES SUB F/66 LOT 5 (LESS N 252.8 FT) & N 15 FT OF VAC ST S OF SAID PARCEL



**Interested parties may attend this meeting and be heard with respect to this special exception application. In addition, the application may be inspected by the public at the City Clerk's Office, 405 Larue Avenue, Edgewood, Florida. (407-851-2920)**

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the Planning and Zoning Board and City Council on this topic to properly noticed hearings or to written communication to the City Clerk's Office.

Any person aggrieved by a recommendation of the Planning and Zoning Board may file a notice of appeal to the City Council within seven days after such recommendation is filed with the city clerk.

The City of Edgewood desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26, *Florida Statutes*, should, at least 48 hours prior to the meeting, submit a written request that the physically handicapped person desires to attend the meeting to the City Clerk's Office.

Application: 2013-SE-01

Owner/Applicant Name: Vantress Blair/Russell Home

Public Hearing Date: \_\_\_\_\_

**This affidavit is to be presented at the public hearing before the Planning and Zoning Board.**

**SIGN AFFIDAVIT**

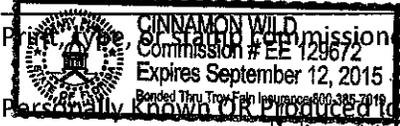
STATE OF FLORIDA  
ORANGE COUNTY

Before me, the undersigned authority, personally appeared James A. Harris, Jr. to me well known and known to me to be the person described in and who executed the foregoing affidavit, after being first duly sworn, says:

1. That the affiant posted the notice provided by the City of Edgewood, which contains the time and dated of the public hearings involved (i.e. Planning and Zoning Board and/or City Council).
2. That said posted notice also contained the relevant facts pertaining to the application.
3. That said notice was posted was posted in a conspicuous and easily visible place on the subject property not less than ten days prior to the date of public hearing. Date posted: 04/12/13
4. That the affiant understands that this affidavit is intended to be submitted as a prerequisite for a public hearing, and as such will be officially filed with the City of Edgewood, Florida.

James A. Harris, Jr.  
Signature of owner or authorized representative

Sworn to and subscribed before me this 12 day of April, 2013



Notary Public, State of Florida

Personally Known OR Produced Identification Driver's License

Type of I.D. Produced Driver's License