

Ray Bagshaw  
Mayor

Pam Henley  
Council Member

Susan Fortini  
Council Member

John Dowless  
Council President

Neil Powell  
Council Member

Lee Chotas  
Council Member

**CITY COUNCIL AGENDA**  
Regular Meeting  
City Hall – Council Chamber  
405 Larue Avenue, Edgewood, Florida  
Tuesday, October 18, 2016  
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. CONSENT AGENDA**

1. Review and Approval of Minutes

- **(Pgs. 1-11)** September 20, 2016 Regular City Council Meeting

*(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.)*

**E. PRESENTATIONS**

1. **(Pg. 12)** Mayor's Proclamation – Week of the Family (November 5 – 12, 2016)
2. Chief Chris Francisco Presentation(s)

**F. ORDINANCES**

1. **(Pgs. 13-24)** **2016-10** - AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA AMENDING CHAPTER 134, "ZONING," OF THE CITY OF EDGEWOOD CODE OF ORDINANCES; AMENDING THE LISTS OF PERMITTED, PROHIBITED, AND SPECIAL EXCEPTION USES WITHIN THE C-2 ZONING DISTRICT TO MAKE AUTOMOTIVE REPAIR CENTERS WITHIN THE C-2 ZONING DISTRICT A SPECIAL EXCEPTION

USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED, AND SPECIAL EXCEPTION USES WITHIN THE C-2 ZONING DISTRICT TO CLARIFY THE EXISTING CODE PROVISIONS WHICH PROHIBIT AUTOMOBILE, BOAT, AND RECREATIONAL VEHICLE SALES LOTS; AMENDING THE LISTS OF PERMITTED, PROHIBITED, AND SPECIAL EXCEPTION USES WITHIN THE C-3 ZONING DISTRICT TO MAKE AUTOMOTIVE REPAIR CENTERS WITHIN THE C-3 ZONING DISTRICT A SPECIAL EXCEPTION USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED, AND SPECIAL EXCEPTION USES WITHIN THE C-3 ZONING DISTRICT TO CLARIFY THE EXISTING CODE PROVISIONS WHICH PROHIBIT AUTOMOBILE AND BOAT SALES LOTS; PROVIDING ADDITIONAL STANDARDS TO BE CONSIDERED DURING REVIEW OF AN APPLICATION FOR A SPECIAL EXCEPTION FOR AN AUTOMOTIVE REPAIR CENTER WITHIN THE C-2 AND C-3 ZONING DISTRICTS; PROVIDING FOR THE LAWFUL NON-CONFORMITY OF USES LAWFULLY IN EXISTENCE AS OF THE DATE OF ENACTMENT OF THIS ORDINANCE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

2. **(Pgs. 25-30)** **ORDINANCE 2016-11** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, SUBMITTING TO THE ELECTORS OF EDGEWOOD PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF EDGEWOOD; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.

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

**(Pg. 31)** Memo

1. **(Pgs. 32-44)** [*TABLED TIME CERTAIN IN 9/20/2016 CITY COUNCIL MEETING*] **ORDINANCE 2016-08** - 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.

- **(Pgs. 45-56)** Planned Development Agreement
- **(Pg. 57)** Land Use Plan

#### **H. UNFINISHED BUSINESS**

1. [*TABLED TIME CERTAIN IN 9/20/2016 CITY COUNCIL MEETING*] Khaled Hussein, 1090, 1098, 1100, 1103, 1110, 1130 Holden Avenue – Rezoning Application 2016 RZ-01

- 2. **(Pg. 58)** Reschedule joint Planning & Zoning Board Meeting and City Council Meeting

**I. NEW BUSINESS**

- 1. **(Pgs. 59-66)** Letter of Engagement - Holland & Reilly

**J. GENERAL INFORMATION (No action required)**

None.

**K. CITIZEN COMMENTS**

**L. BOARDS & COMMITTEES**

**M. STAFF REPORTS**

City Attorney:

- 

Police Chief:

- Monthly report

City Clerk:

**N. MAYOR & COUNCIL REPORTS**

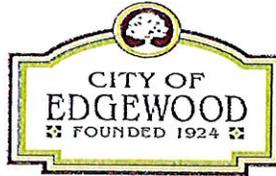
- Mayor Bagshaw
- Council President Dowless
- Council Member Powell
- Council Member Henley
- Council Member Chotas
- Council Member Fortini

**O. ADJOURNMENT**

**UPCOMING MEETINGS:**

Monday, November 14, 2016.....Planning & Zoning Board Meeting (6:30 p.m.)  
 Tuesday, November 15, 2017.....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 Council Meeting  
Tuesday, September 20, 2016

**CALL TO ORDER**

On Tuesday, September 20, 2016, Council President Dowless called the Edgewood City Council meeting to order at 6:30 p.m. Council President Dowless asked for a moment of silence and then led everyone in the Pledge of Allegiance.

City Clerk Meeks announced that Council Member Henley will be late however, there was a quorum with the following attendance:

**Attendees**

Ray Bagshaw, Mayor  
John Dowless, Council President  
Lee Chotas, Council Member  
Susan Fortini, Council Member  
Pam Henley, Council Member  
Neil Powell, DDS, Council Member

**Staff**

Bea L. Meeks, City Clerk  
Chris Francisco, Police Chief  
Drew Smith, City Attorney  
Ellen Hardgrove, AICP, City Planner  
David Mahler, City Engineer

**Presentation**

Chief Francisco presented a plaque to AJ Lopez, Lt. with Orange County Fire Department, who has been a six year reserve police officer for the City of Edgewood. Mayor Bagshaw gave comments regarding Officer Lopez' commendable service to the city.

**Consent Agenda**

Council President Dowless requested to pull the land use items off the consent agenda and only consider the minutes. There were no objections from Council.

**Approval of Minutes**

- 8/10/2016 –

Council Member Chotas noted correction to the following minutes:

August 10, 2016 (P. 2 – 2<sup>nd</sup> paragraph)

*“Council President Dowless said that he and Mayor Bagshaw met with Jim Sellin Sellen, ULI, regarding the study...”*

[Council Member Henley arrived at 6:38 p.m.]

August 16, 2016 (P. 4- 3<sup>rd</sup> paragraph)

*“~~Council Member Chotas suggested light truck repair as the use.~~”*

August 6, 2016 (P. 5 – 6<sup>th</sup> paragraph)

*“Jim Worthen said HAINC is ~~oaky~~ okay with the development...”*

• 9/6/2016

No corrections

*Council Member Henley made the Motion to accept the Minutes with corrections as noted; Seconded by Council Member Fortini. Unanimously approved (5/0).*

#### Seabrook Boat Dock

Council President Dowless referred to City Engineer David Mahler, who gave his report. Engineer Mahler noted the boat dock has been addressed before but coming back with changes. He noted that there were three variance requests however, Variance 2016-Var-04 was not required as it met Code and is removed from the request. In response to Council Member Fortini, Engineer Mahler said only one property was affected and the applicants have a favorable letter from the adjacent property owner. He confirmed that the Planning & Zoning Board recommended approval.

Council President Dowless asked for comments; there were none.

*Council Member Fortini made the Motion to approve variances 2016-VAR-02 and 2016-VAR-05; Seconded by Council Member Powell. Unanimously approved 5/0.*

#### PUBLIC HEARING(s)

1. **ORDINANCE NO. 2016-09:** AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES UPON THE ASSESSED REAL AND BUSINESS PERSONAL PROPERTY TAX ROLLS FOR FISCAL YEAR 2016/2017, BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith read Ordinance No. 2016-09 in title only.

**Council Member Henley made the following Motion**

*I move to adopt Ordinance No. 2016-09 setting the City of Edgewood's millage rate for Fiscal Year 2016/2017 at 4.9500 mills which represents a 3.97 percent increase over the roll-back rate of 4.7608 mills.*

Council President Dowless asked for public comments; there were none.

*Motion seconded by Council Member Chotas.*

*The Motion was approved by the following rollcall vote (5/0):*

|                                  |              |
|----------------------------------|--------------|
| <i>Council Member Henley</i>     | <i>Favor</i> |
| <i>Council Member Powell</i>     | <i>Favor</i> |
| <i>Council President Dowless</i> | <i>Favor</i> |
| <i>Council Member Fortini</i>    | <i>Favor</i> |
| <i>Council Member Chotas</i>     | <i>Favor</i> |

**RESOLUTION 2016-09:** A RESOLUTION OF THE CITY OF EDGEWOOD ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2016/2017, BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith read Resolution 2016-09 in title only.

**Council Member Powell made the following Motion:**

I move to adopt Resolution number 2016-09 adopting the City of Edgewood's budget for fiscal year 2016/2017.

Council President Dowless asked for comments; there were none.

*Motion seconded by Council Member Henley.*

*The Motion was approved by the following rollcall vote (5/0):*

|                                  |              |
|----------------------------------|--------------|
| <i>Council Member Chotas</i>     | <i>Favor</i> |
| <i>Council Member Fortini</i>    | <i>Favor</i> |
| <i>Council President Dowless</i> | <i>Favor</i> |
| <i>Council Member Powell</i>     | <i>Favor</i> |
| <i>Council Member Henley</i>     | <i>Favor</i> |

Council Member Chotas thanked the staff and Mayor Bagshaw for their work in preparing the budget.

**Special Exception-Suncoast (Property a/k/a CEMEX Property)**

Planner Hardgrove gave her report on Suncoast's request for a special exception and noted that the Planning & Zoning Board recommended approval with eight conditions: she stated all eight conditions. She said there was a lot of discussion regarding the wall and the wall is going to stay.

Sam Sebaali, engineer for the applicant Suncoast Materials said the applicant agrees with all the conditions. He stated that Suncoast wants the wall to stay

Comments:

**Dick Grabowski-5628 Lake Mary Jess Shores-** In response to Mr. Grabowski, Planner Hardgrove confirmed that that the parcel could be subdivided into three sections. She said Council is only considering the wholesale distribution on all three parcels, per the application. She confirmed that the condition of the wall will be improved. Mr. Grabowski said he has concerns regarding the trucks and questioned if Suncoast's business will increase the trucks. Planner Hardgrove confirmed that the additional railroad spur is coming off of the existing spur. She said Suncoast wants their own spur so

they do not interfere with Rosen's business. She said the wall will be inside of the property and will not be seen. She confirmed that the entrance will be part of the site plan review which will go before the Planning and Zoning Board and City Council.

**Ray Eckhart 5513 Force Four-** Mr. Eckhart asked if there will be any hazardous material on the property; Engineer Sebaali said no.

**Chris Rader, 4852 Lake Milly Drive-** Planning & Zoning Board member Rader said he was the dissenting vote. He said the property will continue with the use it is for a very long time if it is approved. He said the City needs to work on what they want the corridor to be. He noted that he had concerns regarding the wall. Engineer Sebaali said the wall is close to 8 feet in height and confirmed Suncoast agrees to make the repairs. He said Suncoast will paint the wall an earth tone, as well as provide the landscaping to make the property more appealing. Planner Hardgrove said the approval of the understory trees will be part of the site plan.

**7:13 p.m. recess due to power outage (recording equipment check) – reconvene at 7:14 p.m.**

**James Muszynski, 5537 Chenault –** Mr. Muszynski said the City has the right to monitor and inspect the wall at Mary Jess and agrees that landscaping will help. He alluded to Chris Rader's comments "this is a high commercial use" if approved. Mr. Muszynski said place conditions on the application to mitigate the problems that they will have.

**Ivan Smith, P.O. Box –** Mr. Smith commented on the indigenous trees and noted the whole area is residential and the use does not seem to fit the neighborhood.

**Ben Beckner, 5535 Lake Mary Jess Shores-** Mr. Beckner questioned the arrival of trucks between the hours of 5:00 and 5:30 in the morning. He noted that the truck's engine continue to run. He said he was concerned about Suncoast adding to the traffic and the noise.

**Sam Sebaali-** Engineer Sebaali said that as it relates to compatibility, the subject property is only surrounded by residential on the west side. He said the railroad track and storage is on the east side and the South side is C2 and C3 zoning. He said the applicant is proposing a special exception for the whole property. He said parcel A will be for storage and parcel B is vacant at this time. He said the wall extends the entire length of the property and Suncoast will maintain, paint and landscape to make more appealing. Engineer Sebaali said the applicant has no objections to what Jim Muszynski asked for on the north and south regarding limited height. He said there are no plans to add another entrance at this time. He said he feels there is adequate buffering. He said that Suncoast will comply with the City's noise Ordinance.

**Cliff Rathman-5512 Lake Mary Jess Shores Court -** Resident Rathman asked that the applicant please send traffic towards the east because of the noise. Engineer Sebaali said they can install a sign indicating "left turn only" for trucks coming out of the facility. He proposed the hours of operations to be 6 a.m. to 5 p.m., Monday through Friday. Planner Hardgrove confirmed that lighting will be per code.

**Ray Eckart-** Resident Eckart said if an 18-wheeler truck is trying to get through the intersection, other vehicles cannot get through. He said this has become a cut-through from Oak Ridge Road and a back-up is created. He said Council might want to consider lengthening the amount of time of the light.

City Attorney Smith confirmed that Council is only approving the Special Exception with the conditions as noted, if Council agrees. Council Member Chotas said that all Council is doing is allowing outside storage on the property. He said he thinks that Council should add the condition of limiting one access to the existing access point, as long as the special exception exists.

After further discussion and reaching an agreement with the applicant, Council Member Chotas made the following Motion:

***I move to approve Suncoast's Special Exception application with the conditions as stated:***

***1) A "Type A" landscape buffer shall be provided along the northern property line, adjacent to lots of Lake Jessamine Estates, Phase 2. This buffer is required to include a masonry wall. The existing wall along the north property line can be used to satisfy the masonry wall requirement.***

***Landscaping adjacent to the wall shall include planting large, non-deciduous trees or shrubs that will achieve a dense continuous visual screening from eight feet to at least 25 feet in height. Shade trees for each 40 lineal feet or fraction thereof shall be planted within the buffer area.***

***The buffer area may be used for stormwater management, provided that the buffer yard screening requirements are maintained. Vehicular use areas, storage of materials, and accessory structures are prohibited within the buffer area.***

***2) Buildings onsite shall be limited to one story and a maximum of 35 feet in height.***

***3) Stacked material and equipment stored onsite shall be limited to a maximum height of 25 feet.***

***4) A six (6) feet wide landscape buffer shall be planted and maintained along the property's Mary Jess Road frontage. One understory, non-deciduous shade tree shall be planted within the Mary Jess Road buffer for each 20 linear feet, or fraction thereof. The trees can be grouped for aesthetic purposes, but a distance between groupings shall not exceed 60 feet. The buffer shall also include a continuous hedge at least three feet high, and 50 percent opaque at planting of a species capable of growing to at least five feet in height and 75 percent opaqueness within 18 months.***

***5) A continuous hedge at least three feet high and 50 percent opaque at planting, of a species capable of growing to at least five feet in height and 75 percent opaqueness within 18 months shall be planted and maintained along the east property line south of the existing wall.***

***6) Water efficient plants in the onsite landscaping are encouraged. A permanent underground central irrigation system providing 100 percent coverage of all landscape/buffer areas is required.***

***7) If the wall along Mary Jess Road remains, the wall shall be re-painted in earth tones to blend in with the landscaping.***

***8) Truck traffic is prohibited on Mary Jess Road west of Chenault Avenue.***

***9) Applicant shall install appropriate signage on the property to indicate no truck traffic west bound on Mary Jess Road.***

***10) Storage located within 50 feet of the north and south lines of the property shall be limited to 10 feet in height.***

***11) Hours of operations shall be limited to 6 a.m. to 6p.m.; Monday through Saturday.***

***12) In addition to being painted, the wall shall be restored to good repair***

**13) Limited to one vehicular access curb cut from the public right-of-way.**

**Further Comments**

**Dick Grabowski**- Resident Grabowski said the traffic light is very short and the trucks back up 500 to 600 feet. He asked if the City could lengthen the timing of the light. He also asked if the City would talk to CSX about maintenance on the track. Mayor Bagshaw confirmed he discussed these items with CSX and FDOT.

Council Member Henley questioned Planner Hardgrove about the landscaping. Planner Hardgrove said this was addressed in the Planning & Zoning Board meeting. Mayor Bagshaw said there are oak trees in place now; the applicant wants to add understory trees.

Engineer Sebaali confirmed trucks are loaded the day before so that they can be driven out the next day.

Council President Dowless said he is not in favor because of the City's future plans. Council Member Fortini agreed.

Council Member Henley asked if the land use was changed, what can go on that parcel. Planner Hardgrove said the property is zoned C-3 and by rights can pull a permit for any of the permitted C-3 uses. She said on the Future Land Use Map the zoning is C-3. She said there was past discussion about changing to residential and Council at the time did not want to change. She said there are two commercial subdivisions on the south side. She said Council needs to be aware of the fact that there is a railroad spur that is not owned by the property owner. She said Atlantic Coastline owns the spurs. Planner Hardgrove said the likelihood of zoning as residential is years from now. She said the railroad is not going to go away. She said the Rosen property, the subject properties and the railroad property would have to be bought out to be redeveloped. She confirmed for Council Member Chotas her recommendation was for approval.

**Motion Seconded by Council Member Powell. Approved in a 4/1 (Dowless opposed).**

**Council President Dowless called for a recess at 8:04 p.m. - Reconvened at 8:12 p.m.**

**Julie's Waterfront**

Council President Dowless referred to Planner Hardgrove to report on the Variance request at Julie's Waterfront. Planner Hardgrove explained that the applicant is requesting to remodel the existing building. She said the Planning & Zoning Board approved the application with seven conditions; she stated the conditions. Planner Hardgrove said that Council is not approving the site plan; they are only approving the variance from the Normal High Water Elevation (NHWE) and setback from the eaves.

Engineer David Mahler said the swales would be addressed at site plan approval. He said the development has to go through stormwater development.

**Architect Tim Gaus** said he included in the plans for water to be captured so it will not discharge into the lake. He said all other items are imbedded into the plan but not noted.

**Robert Harding**, attorney for the applicant said the design includes a barrier on the east side of the parking lot. He said this will prevent trash and runoff going into lake. He said the roofing runoff will not go into the lake. He said there is a natural slope into lake.

**Brett Barner, 5101 Cranes Point Ct.** – Resident Barner provided a handout to Council and City Clerk Meeks. He stated his concerns regarding environmental impacts. He requested that (4) conditions be added to the Planning & Zoning Board's conditions.

**Andrew Hawkins, 414 Jennie Jewell Drive, Orlando-** Mr. Hawkins stated his disappointment that property owners on the other side of Lake Jennie Jewell did not receive notification. He stated his concerns about noise.

City Clerk Meeks said staff followed the Code and explained staff's use of the Orange County Property Appraiser's website in determining the property owners within 500 feet of the applicant's property. City Clerk Meeks agreed to contact the property owners on the other side of Lake Jennie Jewell if they will provide their contact information.

**Fran Pignone, 1720 Gatlin, Orlando -** Ms. Pignone addressed her concerns regarding notice letters. She stated her objections to the variance application as it relates (1) utilities, (2) stormwater retention area looks inadequate and (3) parking. Attorney Harding said that they will connect to sewer and a fire sprinkler system will be installed.

**Carolyn Accola, 5143 Cranes Point Court-** Resident Accola said she serves on the Lake Jessamine Water Advisory Board and wants to make sure Lake Jennie Jewell is protected, and that the berms and vegetation are used. She said stormwater will be an issue because water will always find the lowest point.

**Judy Goodwin, 5497 Alandale Ct. Orlando, FL-** Ms. Goodwin said she also serves as a member of the Lake Jessamine Water Advisory Board. She said she has concerns about the variance for the NHWE, as it relates to environmental impact.

**Deborah Goodwin 5800 Luzon Place, Orlando, FL-** Ms. Goodwin said she echoes the comments from other speakers and opposes the NHWE variance request.

**Tom Vaughan-** Resident Vaughan said he agrees with some of the other speakers but he likes the fact that if "we" can get around the issues it would make a nice presentation to the City. He referenced Brett Barner's additional four conditions and said that the noise and lighting are his biggest concerns.

**FJ Flynn, 444 Jennie Jewell Drive-** Mr. Flynn said he lives at the north end of the lake and debris travels south. He said he would like to receive notice if this project continues. He noted his concerns with noise, lighting and debris. He also requested no boats or jet skis.

**Attorney Harding** said the applicant stipulates that the restaurant will be on municipal utilities. He said native plants and barriers will be in place to catch debris. He said the applicant will not stipulate to 500 feet of trees, as it is not a requirement of City Code or the County because it is not new construction. Applicant Hal Vales said he would submit for higher intensity of plants around the restaurant and they will be native water front plants. They will be planted 25 feet on each side of the restaurant. Mr. Valdes said he is willing to work with IFAS students to figure out ways to work on water quality. He is also willing to look at the lighting system and address the amplified sound concerns. He said there will be no boat ramp or rentals at the restaurant.

**Tim Gaus, Architect-** Architect Gaus confirmed that the applicant is not fully engaged in an engineering study and they have not committed to a permitting time. He said the applicant is proposing a drainage concept that is better than a berm and swale. He said there is an existing berm and swale on the southern end of the property and it will be cleaned and enlarged as much as feasibly possible. He said the real improvements they are proposing is to raise the grade on the parking lot 3 to 4 feet, to create a retention wall along the edge of the asphalt which allow storage up to 3 or 4 feet. He said this is a significant volume of water. They are also proposing 12" windblown debris barrier. Another significant improvement is that they agree to capture water runoff in a gutter system, and that water trapped on the flat roof will be piped down into a stormwater system. He said the fire sprinkler system in the building and interceptor system will be replaced. City Attorney Smith reminded Council that they are only

considering a variance for the overhang and the Normal High Water Elevation (NHWE). He said Council has to decide if issues raised tie into the variance.

Council Member Powell said if he lived on the lake he would object only because of the noise.

*Council Member Chotas made the Motion to approve the Variance requests with conditions; Seconded by Council Member Fortini. The Variance requests with conditions and stipulations were unanimously approved (5/0).*

**Approved Conditions and Stipulations:**

1. All finished floor elevations of the building constructed within the 50-foot setback shall meet the minimum elevation required for construction within the 100-year FEMA flood plain elevation.
2. Roof projection from the building shall be cantilevered, not be supported by posts or walls extending from the ground, and in no case shall a roof projection drip line extend beyond the normal high water elevation line.
3. The eastern edge of the roof shall include a gutters and downspout system to provide enclosed drainage to discharge into the site's stormwater management system.
4. Final design of the site plan shall include a barrier along the easterly side of the parking lot to prevent wind-blown debris in the lake and to provide drainage discharge into the site's stormwater management system.
5. Any vegetation planted within the 50-foot normal high water elevation setback shall be native lakeshore trees, shrubs and grasses.
6. A 7 feet wide landscape buffer shall be provided between the parking lot and Orange Avenue right-of-way. Non-deciduous trees compatible with the overhead utility lines within the Orange Avenue right-of-way at mature height shall be substituted for the tree requirement.
7. Any mechanical equipment to be located on the roof shall be screened from view of the street.

***Stipulated***

- 1) Restaurant will be on public utilities, including sewer.
- 2) Will install native waterfront plants along the waterline extending 25 feet on either side of the restaurant
- 3) Will address the amplified sound concerns
- 4) No boat ramp or rentals
- 5) Will review the lighting system

**Proclamation**

Mayor Bagshaw acknowledged Red Ribbon Week in a Proclamation. He said the Proclamation will be mailed to Young Marine PFC Michael Manley.

**Appointment to P&Z**

Mayor Bagshaw gave a brief bio of resident Keith Farmer, who currently chairs the Charter Review Committee. Mayor Bagshaw said that resident Farmer just passed the Florida Bar exam. Mayor Bagshaw recommended resident Farmer to the Planning & Zoning Board to complete the term of Susan Lomas, who resigned. The term ends in December 2017.

*Council Member Fortini made the Motion to accept the Mayor's recommendation; Seconded by Council President Dowless. Unanimously approved (5/0)*

Mayor Bagshaw announced that the Fifth Friday Food Truck Event will be held on September 29<sup>th</sup>. He said the Farmer's Market will reopen soon and that there will be a car show on October 13<sup>th</sup>.

Mayor Bagshaw confirmed that he checked on the start date for the Gatlin/Holden project, and he hopes to have information at the next Council meeting. He said the railroad crossings at Holden and Stratemeyer will be upgraded and he is trying to get an upgrade on Mary Jess.

#### **Holden Avenue PD – Public Hearing**

**ORDINANCE 2016-08** - 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.

City Attorney Smith read Ordinance 2016-08 in title only.

Planner Hardgrove said this is a rezoning request and used a PowerPoint presentation to show Council the subject parcels. She said Council requested in the August meeting that staff and the applicant discuss further to address concerns. Planner Hardgrove stated that the applicant did meet the intent of the PD.

**Engineer Rick Baldocchi**- Engineer Baldocchi said he thinks this is a true negotiation zoning. He said the one important piece is the assemblage of land. He said the revisions made now allow for recreation, keeping some existing trees and committed to brick wall on Holden and South side of property. He said there is not a solid wall planned on the east and west corridor.

**Chris Rader**-P&Z- Planning & Zoning Board Member Rader said this is a greatly improved plan. He said he was hoping for 41 homes, but the applicant is proposing 45. He said at the end of the day economics still has to be addressed. He said up until now the intent of a PD was not met. He said a PD is often used to create more dense development and those elements have greatly improved. He noted that the form and finish of the development show paver drive-ways, diversity of finishes, etc.

**Kal Huessein**- Applicant Huessein indicated that the delay in approval has affected the economics for the project.

**Jim Worthen**, P.O. Box 568412- Mr. Worthen stated his concerns regarding why he feels the development does not meet the intent of a PD. He said HAINC does not support the plan; however if Council approves the request, he asked that the applicant enhance the character to add value to the development. He also offered revisions to the Ordinance to rezone.

**Sandy DePorter**, 1140 Holden Avenue- Resident DePorter said she doesn't agree with the application but if Council approves she would like Council to consider some conditions regarding the wall and provide night time security. She asked that decorative lighting be considered.

**Brett Barner**, 5101 Cranes Point Ct. - Resident Barner said about 36% of the property is R-1AA and not a single home meets R-1 and R-2 standards. He said the applicant is asking for an R2 development. He also noted that the Code says streets have to be 32 feet wide and no parking on the street.

**Arthur Baker, Esq.** - 200 S. Orange Avenue, Ste. 2300, Orlando, FL – Attorney Baker said he represents Randal Made Knives and their objections are the same as presented before. He said Randall Made Knives wants a perimeter masonry wall. He provided a copy of a letter previously provided to Council and asked Council to look at page 2. He said his client is not in agreement with an aluminum fence. Attorney Baker said he is not authorized to commit to contribute to the construction of a masonry wall. Attorney Baker did agree that the plan is starting to look like a PD.

**Kal Huessein-** Applicant Huessein said he is starting to reconsider the project. He said he is having second thoughts and that it wise to have more time. He said he wants to re-evaluate the financial feasibility, and he now thinks a wall is needed. City Attorney Smith told the applicant to move to October meeting or let Council vote. Applicant Huessein said he may have to re-visit the lot count.

*Council Member Chotas made the Motion to move the application to the October 18, 2016 City Council meeting at 6:30 p.m. or soon thereafter; Seconded by Council Member Henley. Unanimously approved (5/0)*

#### **Doughnut Peddler**

City Clerk Meeks referred to her memo regarding the Doughnut Peddler's rescission of their Special Exception application. She noted that the Variance that was approved will stay in place for one year and if not used after one year, it is void.

#### **Citizens Comments**

None

#### **Mayor, Council & Staff Reports**

##### **Mayor Bagshaw:**

Mayor Bagshaw said he covered his report earlier in the meeting.

##### **Police Chief:**

Chief Francisco offered to forego his monthly PowerPoint presentation of monthly report and answer any questions that Council Members have regarding the report they received. There were no questions.

##### **Council Member Fortini:**

No report.

##### **Council Member Powell:**

No report.

##### **Council Member Chotas:**

No report.

##### **Council Member Henley:**

No report.

##### **Council President Dowless:**

No report.

**City Clerk:**

City Clerk Meeks said she will follow-up on procedures for Notice Letters, in particular, the use of the Orange County Property Appraiser's website tools in determining 500 feet for Notice Letters.

**ADJOURNMENT**

Having no further business or discussion, Council member Henley made a Motion to adjourn; Seconded by Council Member Fortini. The City Council meeting adjourned at 10:18 p.m.

John Dowless  
Council President

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

Approved on \_\_\_\_\_

**DRAFT**

MAYORAL PROCLAMATION

WHEREAS, the City of Edgewood is blessed, blessed with a multitude of families - an essential part of the cultural, social, and spiritual fabric of our community; and

WHEREAS, the City of Edgewood recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services; and

WHEREAS, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policymakers, and families themselves; and

WHEREAS, during the week of November 5th through November 12, 2016, the City of Edgewood residents should take time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year; and

WHEREAS, during this week, we urge residents of the City of Edgewood to join other agencies and organizations throughout the county to honor and celebrate our families.

NOW, THEREFORE, I, RAY BAGSHAW, MAYOR OF THE CITY OF EDGEWOOD, FLORIDA DO HEREBY PROCLAIM the week of November 5th through November 12, 2016 as

"Week of the Family"

In the City of Edgewood we urge all citizens to share in this occasion

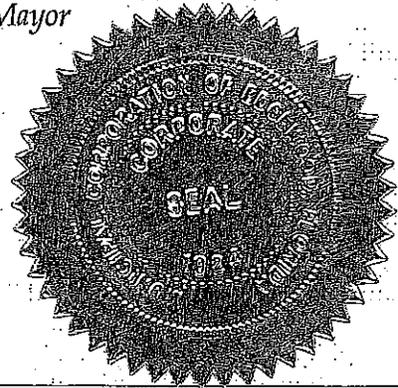
Dated this 18th day of October, 2016.

Ray Bagshaw, Mayor

Attest:

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

SEAL



ORDINANCE NO. 2016-10

1  
2  
3 AN ORDINANCE OF THE CITY OF EDGEWOOD;  
4 ORANGE COUNTY, FLORIDA AMENDING CHAPTER  
5 134, "ZONING," OF THE CITY OF EDGEWOOD CODE OF  
6 ORDINANCES; AMENDING THE LISTS OF PERMITTED,  
7 PROHIBITED, AND SPECIAL EXCEPTION USES WITHIN  
8 THE C-2 ZONING DISTRICT TO MAKE AUTOMOTIVE  
9 REPAIR CENTERS WITHIN THE C-2 ZONING DISTRICT  
10 A SPECIAL EXCEPTION USE; AMENDING THE LISTS  
11 OF PERMITTED, PROHIBITED, AND SPECIAL  
12 EXCEPTION USES WITHIN THE C-2 ZONING DISTRICT  
13 TO CLARIFY THE EXISTING CODE PROVISIONS  
14 WHICH PROHIBIT AUTOMOBILE, BOAT, AND  
15 RECREATIONAL VEHICLE SALES LOTS; AMENDING  
16 THE LISTS OF PERMITTED, PROHIBITED, AND  
17 SPECIAL EXCEPTION USES WITHIN THE C-3 ZONING  
18 DISTRICT TO MAKE AUTOMOTIVE REPAIR CENTERS  
19 WITHIN THE C-3 ZONING DISTRICT A SPECIAL  
20 EXCEPTION USE; AMENDING THE LISTS OF  
21 PERMITTED, PROHIBITED, AND SPECIAL EXCEPTION  
22 USES WITHIN THE C-3 ZONING DISTRICT TO CLARIFY  
23 THE EXISTING CODE PROVISIONS WHICH PROHIBIT  
24 AUTOMOBILE AND BOAT SALES LOTS; PROVIDING  
25 ADDITIONAL STANDARDS TO BE CONSIDERED  
26 DURING REVIEW OF AN APPLICATION FOR A SPECIAL  
27 EXCEPTION FOR AN AUTOMOTIVE REPAIR CENTER  
28 WITHIN THE C-2 AND C-3 ZONING DISTRICTS;  
29 PROVIDING FOR THE LAWFUL NON-CONFORMITY OF  
30 USES LAWFULLY IN EXISTENCE AS OF THE DATE OF  
31 ENACTMENT OF THIS ORDINANCE; PROVIDING FOR  
32 CODIFICATION, SEVERABILITY, CONFLICTS, AND AN  
33 EFFECTIVE DATE.  
34

35 WHEREAS, the City Council of the City of Edgewood finds and determines that  
36 traditional automobile service centers are not consistent with the City's intent and vision for  
37 future of development within the C-2 and C-3 Zoning Districts; and  
38

39 WHEREAS, the City Council of the City of Edgewood finds and determines that  
40 traditional automobile service centers are incompatible with many of the uses that the City,  
41 through the C-2 and C-3 Zoning Districts, desires to encourage; and  
42

43 WHEREAS, the City Council of the City of Edgewood does not intend by this  
44 Ordinance to cause any property lawfully in use as an automobile repair center to cease such use;  
45 and  
46

47           WHEREAS, the City Council finds and determines that automobile service centers can  
48 be designed and constructed in a manner that gives an appearance of a retail or office oriented  
49 use; and  
50

51           WHEREAS, automobile service centers that are designed and built with a retail or office  
52 architectural character and scale rather than a traditional automotive service center character and  
53 scale may be consistent with the City's intent and vision for the C-2 and C-3 Zoning Districts;  
54 and  
55

56           WHEREAS, accordingly, the City Council of the City of Edgewood finds and  
57 determines that by making automobile service centers a special exception use within the C-2 and  
58 C-3 Zoning District, the City can guide future development within the C-2 and C-3 Zoning  
59 Districts; and  
60

61           WHEREAS, the City Council of the City of Edgewood recognizes that questions as to  
62 the existing Code's interpretation have arisen in the past as the prohibition of automobile, boat  
63 and recreational vehicle sales lots and the City Council desires maintain such prohibition and to  
64 clarify the language of the Code; and  
65

66           WHEREAS, the City Council of the City of Edgewood finds that the adoption of this  
67 Ordinance is consistent with the City's Comprehensive Plan and that it is in the best interest of  
68 the public health, safety and welfare; and  
69

70           WHEREAS, the Planning and Zoning Board of the City of Edgewood, sitting as the  
71 Local Planning Agency, has reviewed the proposed amendment, found it consistent with the  
72 City's Comprehensive Plan, and recommended approval by the City Council; and  
73

74           **NOW, THEREFORE, BE IT ENACTED** by the City Council of the City of  
75 Edgewood, Florida as follows:  
76

77           **NOTE:**        Underlined words constitute additions to the City of Edgewood Code of  
78 Ordinances, ~~strikethrough~~ constitutes deletions from the original Code of Ordinances, and  
79 asterisks (\*\*\*) indicate an omission from the existing text which is intended to remain  
80 unchanged.  
81

82           **Section 1.**     Legislative Findings and Intent. The findings set forth in the recitals above  
83 are hereby adopted as legislative findings pertaining to this ordinance.  
84

85           **Section 2.**     Chapter 134, Article IV, Division 8 of the City of Edgewood Code of  
86 Ordinances shall be amended as follows:  
87

88           DIVISION 8. - C-2 GENERAL COMMERCIAL DISTRICT

89  
90           Sec. 134-372. - Intent and purpose.  
91

92 The intent and purpose of the C-2 district is as follows: This district is composed of  
93 certain lands and structures used to provide for the retailing of commodities and the furnishing of  
94 several major services, selected trade shops. This district will be encouraged at locations along  
95 minor arterials and major arterial roads where general commercial uses would be compatible  
96 with the surrounding neighborhood. Characteristically, this district occupies an area larger than  
97 that of the C-1 retail commercial district, serves a considerably greater population, and offers a  
98 wider range of services.

99  
100 Sec. 134-373. - Permitted uses.

101  
102 (a) Only the following principal uses and structures shall be permitted within any C-2  
103 general commercial district:

- 104 (1) Any use permitted in the C-1 retail commercial district.
- 105 (2) Printing, bookbinding, lithography, and publishing plants.
- 106 (3) Bowling alleys, skating rinks and billiard parlors, provided such activities and  
107 facilities are enclosed within a soundproof building.
- 108 (4) Veterinary hospitals and kennels when confined within structure.
- 109 (5) Frozen food lockers.
- 110 (6) Washing and packaging of fruit when accessory to retain fruit sales on the  
111 premises.
- 112 (7) Amusement and recreational facilities such as, but not limited to, miniature  
113 golf courses, go-cart tracks, golf driving ranges, baseball batting ranges and trampoline  
114 centers.
- 115 ~~(8) Enclosed mechanical garage, without paint and body and motor work unless~~  
116 ~~incidental to dealer use.~~
- 117 (98) Other uses which are similar to the uses permitted herein, which would  
118 promote the intent and purposes of directive of the city council after public notice and  
119 public hearing.

120 (b) The following uses are hereby deemed not to be similar and compatible with those  
121 uses expressly authorized in this section:

- 122 (1) Bail bond and similar bonding offices or agencies;
- 123 (2) Check cashing or other similar businesses;

124 (3) Soup kitchens, runaway and related emergency shelters, homeless shelters or  
125 convalescent facilities, similar social service, institutional and welfare use; and

126 (4) Any individual, specific use which is contained within a shopping center  
127 which is not otherwise expressly permitted as an individual use pursuant to section 134-  
128 345, as it may be amended or replaced from time to time, or which is not expressly listed  
129 as a special exception pursuant to section 134-346, as it may be amended or replaced  
130 from time to time.

131 Sec. 134-374. - Prohibited uses.

132 The following uses shall be prohibited in any C-2 general commercial district:

133 (1) Any use prohibited in the C-1 district.

134 (2) Title loan stores.

135 (3) Check cashing, payday advance stores, or other similar businesses.

136 (4) Labor pool offices.

137 (5) Bail bond offices.

138 (6) Tattoo, body piercing, massage parlors and fortunetelling shops.

139 (7) Soup kitchens.

140 (8) Runaway and related emergency shelters; homeless shelters.

141 (9) Convalescent facilities.

142 (10) Residential social service facilities; welfare, food stamp, and other social  
143 service offices and institutional facilities.

144 (11) Treatment and recovery facilities.

145 (12) Other similar uses consistent with this section.

146 (13) New and used automobile and boat sales.

147 (14) Pain management clinics.

148 (16) Automobile, boat, or recreational vehicle sales lots.

149 Sec. 134-375. - Special exceptions.

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

155 (b) In addition, for any application for automotive repair centers, the planning and zoning  
156 board and the city council shall consider the following criteria:

157 (1) Compatibility of the proposed automotive repair center and its scale and  
158 architectural character with the surrounding uses and the commercial intent of the  
159 zoning district.

160 (2) Whether the proposed landscaping meets all current requirements of this Code  
161 of Ordinances.

162 (3) Whether all proposed signage meets all current requirements of this Code of  
163 Ordinances.

164 (4) Whether parking and vehicular storage areas meet all current requirements of  
165 this Code of Ordinances.

166 (5) Whether the proposed automotive repair center is configured in a manner in  
167 which garage bays or other work areas are screened from view from the right of way and  
168 adjoining properties. Garage bays and work areas may be screened by buildings, walls or  
169 opaque fences consistent with the Code of Ordinances, landscaping or any combination  
170 thereof.

171 (6) Whether areas for storage of serviced automobiles are screened from view  
172 from the right of way or and adjoining properties. Automobile storage areas may be  
173 screened by buildings, walls or opaque fences consistent with the Code of Ordinances,  
174 landscaping or any combination thereof.

175 (7) Whether all bay doors are painted or otherwise treated in a manner to blend  
176 and bend consistent with the overall building façade.

177 (8) Whether the site is configured and buildings designed and constructed in a  
178 manner to give an outward appearance of a retail or office use.

179 (bc) Each application for a special exception shall be accompanied by a site plan  
180 incorporating the regulations established herein. As a part of the application, the site plan shall  
181 include a simple plan drawn to an appropriate scale, including legal description, lot area, site  
182 dimensions, right-of-way location and width, parking areas and number of parking spaces,  
183 proposed building location and setbacks from lot lines, total floor area proposed for any building,  
184 proposed points of access, location of signs, location of existing easements, and a general plan of  
185 proposed landscaping. Said site plan shall be submitted to and considered by the city council

186 after recommendation by the planning and zoning board as provided for in article II of this  
187 chapter prior to the granting of a building permit. Upon such approval, said site plan becomes  
188 part of the building permit and may be amended only by the city council after recommendation  
189 by the planning and zoning board. Development under the special exception shall comply with  
190 all applicable city codes and ordinances.

191 (1) Miniwarehouses for dry storage only.

192 (2) Open-air flea markets.

193 (3) Auctions.

194 (4) Living quarters in conjunction with a commercial use to be occupied by the  
195 owner of the business or an employee.

196 (5) Institutional uses, public or private, such as churches, schools, hospitals,  
197 nursing homes, libraries, community centers and universities.

198 (6) Zero lot line commercial developments.

199 (7) Radio broadcasting and telecasting stations, studios and offices.

200 (8) Car washes. (No fuel services provided.)

201 (9) Christmas tree lots.

202 ~~(10) New car and boat sales and services.~~

203 (10) Automotive repair centers including mechanical garages, automobile body  
204 shops, automotive upholsterers, and automotive painting.

205 (11) Adult congregate living facilities.

206 (12) Any general commercial establishment occupying more than 50,000 square  
207 feet and less than 100,000 square feet.

208 **Section 3.** Chapter 134, Article IV, Division 9 of the City of Edgewood Code of  
209 Ordinances shall be amended as follows:

210

211 DIVISION 9. - C-3 WHOLESALE COMMERCIAL DISTRICT

212

213 Sec. 134-402. - Intent and purpose.

214 The C-3 district is composed of those lands and structures which, by their use and  
215 location, are especially adapted to the conduct of the business of the wholesale distribution,

216 storage and indoor light manufacturing. Such lands are conveniently located to principal  
217 thoroughfares and/or railroads.

218 Sec. 134-403. - Permitted uses.

219 Only the following principal uses and structures shall be permitted within any C-3  
220 wholesale commercial district, provided that any permitted activities shall be conducted within a  
221 wholly enclosed building unless expressly stated otherwise herein:

222 (1) Any use permitted in the C-1 retail commercial district or C-2 general  
223 commercial district.

224 (2) Heating and air conditioning sales and service.

225 (3) Bakeries (wholesale).

226 (4) Soft drink bottling.

227 (5) Testing of materials, equipment and products.

228 (6) Machine shops.

229 (7) Manufacture and assembly of scientific, electrical, optical and precision  
230 instruments or equipment.

231 (8) Manufacture of novelties and souvenirs.

232 (9) Storage and wholesale distribution warehouse, where not adjacent to a  
233 residential zoning district or property with a residential future land use designation,  
234 including those across a right-of-way.

235 (10) Trade shops including tinsmith, cabinet maker, rug and carpet cleaning,  
236 upholstery, mattress renovation, electrical, roofing and plumbing shop.

237 (11) Car washes. (No fuel services provided.)

238 (12) Confectionery manufacture.

239 (13) Furniture stripping.

240 (14) Garment manufacturing.

241 ~~(15) Mechanical garages, including personal vehicle body shop and painting. (No~~  
242 ~~fuel services provided.)~~

- 243                   (1516) Milk bottling and distribution plants; ice cream manufacturing, citrus  
44                   processing.
- 245                   (1617) Sign manufacturing, installation, service and sales.
- 246                   (1718) Welding shop.
- 247                   (1819) New and off-site factory reconditioned automobile parts.
- 248                   (1920) Other uses which are similar to the uses permitted herein, which are not  
249 specifically prohibited in section 134-404, which would promote the intent and purposes  
250 of these districts. Determination shall be made by authority and directive of the city  
251 council after public notice and hearing.
- 252   Sec. 134-404. - Prohibited uses.
- 253                   The following uses shall be prohibited in the C-3 wholesale commercial district:
- 254                   (1) Any use or activity which is not in full compliance with all the requirements  
255 and standards set forth in this article.
- 256                   (2) Animal slaughtering, or the confinement of animals for feeding, finishing and  
257 preparation for slaughter, including stockyards and feeding pens.
- 258                   (3) Asphalt manufacturing or refining, or any similar petroleum or petrochemical  
259 refining or manufacturing process.
- 260                   (4) Asphalt or concrete paving, mixing or batching plant.
- 261                   (5) Corrosive acid manufacture or bulk storage including, but not limited to,  
262 hydrochloric, nitric, sulphuric or similar acids.
- 263                   (6) Bone distillation or the reduction, rendering, incineration or storage of  
264 garbage, offal, animals or animal waste, fats, fish or similar materials or products.
- 265                   (7) Blast furnace, or similar heat or glare generating operations or incinerator or  
266 crematorium.
- 267                   (8) Cement, lime, gypsum or Plaster-of-Paris manufacture, or the open storage of  
268 raw materials or finished products related to such manufacture.
- 269                   (9) Glue, size or gelatin manufacture where the processes involve the refining or  
270 recovery of such products from fish, animal or refuse materials.
- 271                   (10) Tallow, grease, lard or vegetable oil refining.

- 272 (11) Junkyard, salvage yard, recycling or wrecking yard or structure wherein  
273 motor vehicles, appliances or similar used equipment or material is stored, dismantled, or  
74 sorted for display, sale or packing.
- 275 (12) ~~New and used~~ Automobile, and-boat, and recreational vehicle sales lots.
- 276 (13) Mobile and modular homes.
- 277 (14) Other uses which are similar to those listed above which are not specifically  
278 permitted in section 134-403, the prohibition of which would promote the intent and  
279 purposes of this district. Determination shall be made by authority and directive of the  
280 city council which shall be after public notice and public hearing.
- 281 (15) Title loan stores; check cashing, payday advance stores, or other similar  
282 businesses; labor pool offices; bail bond offices; tattoo, body piercing, massage parlors;  
283 fortunetelling shops; soup kitchens; runaway and related emergency shelters; homeless  
284 shelters; convalescent facilities; residential social service facilities; addiction treatment  
285 and recovery facilities; welfare, food stamp, and other social service offices and  
286 institutional facilities; other similar uses consistent with this subsection.
- 287 (16) Any individual, specific use whether or not contained within a shopping  
288 center, which is not otherwise expressly permitted as an individual use pursuant to this  
289 section or sections 134-345, 134-373 and 134-403, as these sections may be amended or  
290 replaced from time to time, or which is not expressly listed as a special exception  
91 pursuant to sections 134-346, 134-375 or 134-405, as those sections may be amended or  
292 replaced from time to time.
- 293 (17) Any commercial establishment occupying more than 100,000 square feet.
- 294 (18) Any other use specifically prohibited in the C-1, C-2 or C-3 commercial  
295 districts.
- 296 (19) Professional auction houses.
- 297 (20) Dyeing, dry cleaning and laundering; this prohibition shall not include drop-  
298 off facilities where the dyeing, dry cleaning or laundering occurs at an off-site location.
- 299 (21) Pain management clinics.
- 300 Sec. 134-405. - Special exceptions.
- 301 (a) The following uses may be permitted as a special exception, provided that any review  
302 and hearing of an application for a special exception shall consider the character of the  
303 neighborhood in which the proposed use is to be located, its effect on the value of surrounding  
304 lands, and the area of the site as it relates to the required open spaces and off-street parking  
305 facilities.

306           (b) In addition, for any application for automotive repair centers, the planning and zoning  
307 board and the city council shall consider the following criteria:

308                   (1) Compatibility of the proposed automotive repair center and its scale and  
309 architectural character with the surrounding uses and the commercial intent of the  
310 zoning district.

311                   (2) Whether the proposed landscaping meets all current requirements of this Code  
312 of Ordinances.

313                   (3) Whether all proposed signage meets all current requirements of this Code of  
314 Ordinances.

315                   (4) Whether parking and vehicular storage areas meet all current requirements of  
316 this Code of Ordinances.

317                   (5) Whether the proposed automotive repair center is configured in a manner in  
318 which garage bays or other work areas are screened from view from the right of way and  
319 adjoining properties. Garage bays and work areas may be screened by buildings, walls or  
320 opaque fences consistent with the Code of Ordinances, landscaping or any combination  
321 thereof.

322                   (6) Whether areas for storage of serviced automobiles are screened from view  
323 from the right of way or and adjoining properties. Automobile storage areas may be  
324 screened by buildings, walls or opaque fences consistent with the Code of Ordinances,  
325 landscaping or any combination thereof.

326                   (7) Whether all bay doors are painted or otherwise treated in a manner to blend  
327 and bend consistent with the overall building façade.

328                   (8) Whether the site is configured and buildings designed and constructed in a  
329 manner to give an outward appearance of a retail or office use.

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

- 342 (1) Dwelling unit in conjunction with a commercial use to be occupied by the  
 13 owner, operator or employee of the business.
- 344 (2) Institutional uses, public or private, such as churches, schools, hospitals,  
 345 nursing homes, libraries, community centers and universities.
- 346 (3) Zero lot line commercial developments.
- 347 (4) Automotive repair centers including mechanical garages, automobile body  
 348 shops, automotive upholsterers, and automotive painting.
- 349 ~~(4) Bus, cab, light truck repair.~~
- 350 (5) Meat storage, cutting and distribution.
- 351 (6) Wholesale products distribution.
- 352 (7) Christmas tree lots.
- 353 (8) Any wholesale commercial establishment occupying more than 50,000 square  
 354 feet and less than 100,000 square feet.
- 355 (9) Machinery sales, rental and storage.
- 56 (10) Outdoor storage of merchandise, parts or other equipment.
- 357 (11) Building material storage and sales (new, no junk or used material).
- 358 (12) Contractors' storage and equipment yards, including well drilling equipment  
 359 and land clearing equipment.
- 360 (13) Miniwarehouses.
- 361 (14) Storage and wholesale distribution warehouse adjacent to a residential zoning  
 362 district or property with a residential future land use designation, including those across a  
 363 right-of-way.

364 **Section 4.** Any lawfully existing use which is inconsistent with the amended uses  
 365 allowed within this Ordinance shall be allowed to continue as provided within Section 134-38 of  
 366 the City of Edgewood Code of Ordinances. A lawfully existing use made lawfully  
 367 nonconforming by this Ordinance may apply for a special exception to become a conforming  
 368 use.

369 **Section 5.** The provisions of this Ordinance shall be codified as and become and be  
 370 made a part of the Code of Ordinances of the City of Edgewood.  
 371

372            **Section 6.**    If any section, sentence, phrase, word or portion of this ordinance is  
373 determined to be invalid, unlawful or unconstitutional, said determination shall not be held to  
374 invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or  
375 portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.  
376

377            **Section 7.**    All ordinances that are in conflict with this Ordinance are hereby repealed.  
378

379            **Section 8.**    This Ordinance shall become effective immediately upon its passage and  
380 adoption.  
381

382            **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the City  
383 Council of the City of Edgewood, Florida.  
384

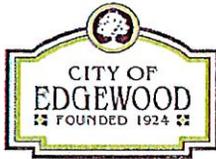
385 PASSED ON FIRST READING: \_\_\_\_\_  
386

387 PASSED ON SECOND READING: \_\_\_\_\_  
388

389 \_\_\_\_\_  
390 John Dowless, Council President  
391

392 *ATTEST:*  
393

394 \_\_\_\_\_  
395 Bea L. Meeks, MMC, CPM, CBTO  
396 City Clerk



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

*Bea L. Meeks, MMC, CPM, CBTO*

**TO:** Mayor Bagshaw, Council President Dowless, Council Members Powell, Henley, Chotas and Fortini

**DATE:** October 12, 2016

**RE:** Charter Review Committee

---

The Charter Review Committee (CRC) was made up of the following members: Bob Olsen, Keith Farmer, Dan Drummond, Will Mims, Mike Hendrix, Chris Rader and Walter Moon. Mayor Bagshaw served as the liaison member for Council. Bob Olsen was initially the Chair and Keith Farmer the Vice-Chair however; Bob Olsen had to resign for health reason. Keith Farmer moved up to the Chair position; Dan Drummond accepted the Vice Chair position.

The CRC held their first meeting on June 10, 2016; they held 6 meetings after that. In their consideration of the Charter and possible amendments, Mark Durbin, former long term City Administrator for the City of Kissimmee, and Lynn Tipton, Florida League of Cities, both presented before the CRC. Durbin and Tipton spoke to the CRC regarding the City Manager form of government versus Mayor/City Administrator form of government. At the end of their process, the CRC agreed to move forward to City Council four Charter Amendments.

Before you for first reading is Ordinance 2016-11; the second and final reading will be held in the November City Council meeting. These amendments will be forwarded to the Orange County Supervisor of Elections (SOE) at the close of our municipal election qualifying in January (date to be determined). The ballot questions will have to be provided to the SOE's office in English. As you may recall, I requested that if there were recommendations made for a Charter Amendment, the second and final reading cannot be later than the November meeting. This schedule will give me the month of December to finalize the municipal qualifying calendar, prepare packets, have English/Spanish ballot, Notices and advertising completed.

I appreciate that the CRC and Council stayed within the schedule given so that I can meet the Charter, County and State requirements and deadlines. Thank you.

**ORDINANCE NO. 2016-11**

**AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, SUBMITTING TO THE ELECTORS OF EDGEWOOD PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF EDGEWOOD; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.**

WHEREAS, the City Council established a Charter Review Commission to review the City Charter and make recommendations for amendments thereto; and

WHEREAS, the Charter Review Commission has submitted its final recommendations to the City Council; and

WHEREAS, the City Council and the Charter Review Commission have, in public meetings, studied and reviewed the City of Edgewood Charter (the "Charter") and received public input regarding the proposed amendments to the Charter; and

WHEREAS, the Charter Review Commission recommended that the Charter be updated in various sections, all as set forth herein; and

WHEREAS, the City Council has fully considered the recommendations of the Charter Review Committee; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its charter, which amendments may be to any part or to all of its charter except that part describing the boundaries of such municipality; and

WHEREAS, the City Council finds it to be in the best interests of its citizens to submit said proposed charter amendments to the voters at the next general election.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Edgewood, Florida, as follows:

SECTION 1. The City Council of the City of Edgewood, pursuant to Section 166.031, Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Edgewood as set forth in Section 2 below. The text of the amendments reflects the proposed changes by

showing additions with underlining and deletions with ~~strike-through~~ type. Such election shall be held in conformity with the laws of the State of Florida and the ordinances of the City of Edgewood now in force relating to elections in the City of Edgewood. The Supervisor of Elections of Orange County is hereby requested to coordinate all matters to said referendum election with the City Clerk. The proposed charter amendments shall be submitted to the voters at the March 2017 election.

SECTION 2. The ballot titles, questions and proposed charter changes are as follows:

**City Charter Amendment 1:**

*Shall the Edgewood Charter be amended to provide that the city shall hire a city administrator which shall be recommended by the mayor and appointed by the city council?*

YES FOR APPROVAL

NO FOR REJECTION

Section 4.07. - City administrator.

A city administrator shall be recommended by the mayor and appointed by the city council and shall serve at the pleasure of the city council. The city administrator shall be responsible for coordinating and integrating the administrative and executive functions of the city as directed by the mayor and consistent with the policy approved by the city council.

**City Charter Amendment 2:**

*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?*

YES FOR APPROVAL

NO FOR REJECTION

Section 3.04. - Election and terms.

The regular election of the city elected officials shall be held in the manner provided in Article VI of this Charter, and the term of office for each elected official shall be for three (3) years. ~~two (2) years.~~

\* \* \*

Section 4.02. - Mayor; qualifications and terms of office.

The mayor shall be a qualified elector who is a bona fide resident of the City of Edgewood for at least one year prior to the date of qualifying to run for City office and registered to vote. If he/she shall cease to possess any such qualification during his/her term of office, he/she shall forfeit the office and the council shall remove him/her. He/she shall be elected for a term of three (3) years, two (2) years which term shall begin upon the expiration of the predecessor official's term, and serve until his/her successor takes office.

\* \* \*

Section 7.01. -- Transition Schedule.

~~With the adoption of this Charter amendment two (2) council members, and the mayor shall be elected in odd numbered years, and three (3) council members shall be elected in even numbered years.~~

Upon the adoption of this Charter amendment, the transition from two (2) year terms to three (3) year terms shall be accomplished as follows:

In the 2018 election three council members shall be elected. In the 2018 election the two (2) 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.

In the 2019 election two council members and the mayor shall be elected. In the 2019 election the one (1) city council candidate 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 second largest number of votes shall be elected to a term of one (1) year. The candidate for mayor receiving the largest number of votes shall be elected to a term of three (3) years.

In all subsequent elections candidates shall be elected to a term of three (3) years.

**City Charter Amendment 3:**

*Shall the Edgewood Charter be amended to remove provisions that call for at least four members of the city council or three members plus the mayor to cast votes when an ordinance is under consideration, retaining that portion of the Charter that provides a simple majority of those voting shall be required for the adoption of an ordinance?*

YES FOR APPROVAL

NO FOR REJECTION

Section 3.13. - Ordinances and resolutions in general.

Ordinances may be enacted and resolutions may be adopted in accordance with any applicable requirements of State law.

A. Form. Each ordinance or resolution shall be introduced in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No enactment shall be revised or amended by reference to its title only. Ordinances or resolutions to revise or amend shall set out in full the revised or amended act, section, subsection, or paragraph of a section or subsection.

B. Procedures. A proposed ordinance or resolution shall be advertised and adopted in accordance with state law.

C. Adoption. ~~A proposed ordinance requires the vote of at least four (4) members of the council or three (3) members plus the vote of the mayor for the adoption of the ordinance.~~ For the adoption of an ordinance, a simple majority of those voting shall be required.

D. Effective Date. Except as otherwise provided in this Charter, every adopted ordinance and resolution shall become effective upon adoption or as otherwise specified therein.

**City Charter Amendment 4:**

*Shall the Edgewood Charter be amended to allow the city council during its annual budget process to include a salary to be paid to the mayor of up to eight thousand dollars?*

YES FOR APPROVAL

NO FOR REJECTION

**Section 3.11. - Compensation and expenses.**

None of the council members ~~shall receive or the mayor receives~~ a salary. All city public officials, either elected or appointed, shall receive reimbursement for their expenses incurred in the performance of their duties of office as provided by law. The city council may during its annual budget process vote to include a salary paid to the mayor of up to eight thousand dollars (\$8,000.00) per year.

**SECTION 3.** The City Clerk is hereby directed to ensure that all advertising, translation and notice requirements are complied with and to coordinate all activities necessary to conduct the referendum election called for in Section 1 of this Ordinance with the Supervisor of Elections for Orange County.

**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 hereto. Further, the lack of approval by a majority of electors of one or more separate amendments to this Charter, as set forth in Section 2 herein, shall not be deemed to affect the validity of any amendments that may be approved by a majority of the electors.

SECTION 5. All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

SECTION 6. This Ordinance shall take effect immediately upon its final passage and adoption. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval at a referendum election of the electors of the City of Edgewood in accordance with Section 166.031, Florida Statutes. If the electors reject an amendment, the rejected amendment shall not take effect.

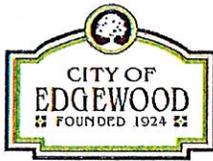
PASSED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CITY OF EDGEWOOD, FLORIDA  
CITY COUNCIL

\_\_\_\_\_  
John Dowless, Council President  
ATTEST:

\_\_\_\_\_  
Bea Meeks, MMC, CPM, CBTO  
City Clerk



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

*Bea L. Meeks, MMC, CPM, CBTO*

**TO:** Mayor Bagshaw, Council President Dowless, Council Members Powell, Henley, Chotas and Fortini

**DATE:** October 12, 2016

**RE:** Holden PD

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On August 20, 2015, I received an email from Kal Hussein regarding property on Holden Avenue. At the time of his inquiry, Mr. Hussein was only questioning 5.5 acres. As Mr. Hussein's interest grew, his submittal for a PD included over 13 +/- acres. In the process, two DRC meetings were held, Planning & Zoning meeting

In the September 20, 2016 City Council meeting, Mr. Hussein requested a continuance for approval/denial of his PD application. Council approved to continue time certain to the October 18, 2016 City Council meeting. The second and final reading of the rezoning Ordinance 2016-08 was also continued.

On October 4, 2016, I sent Kal an email telling him I needed to know no later than October 11, 2016, if he was going to continue with his PD application, withdraw or apply for a Special Exception (he indicated that he might apply for a special exception). To date, Mr. Hussein has not responded. I have placed the PD request and Ordinance on the agenda, as it was approved to be heard time-certain.

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**ORDINANCE NO. 2016-08**

**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 herein 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) to PD (Planned Development).**

That certain property described below is hereby rezoned from R1AA (Single Family Dwelling) to PD (Planned Development), subject to the conditions set forth in this ordinance. Said property is more particularly described as:

THE WEST 165.00 FEET OF THE FOLLOWING TRACT:  
BEGINNING AT A POINT 440 FET EAST OF THE  
NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE  
NORTHWEST ¼ OF SECTION 14, TOWNSHIP 23 SOUTH,

45 RANGE 29 EAST, RUN THENCE EAST 352 FEET; THENCE  
46 SOUTH 1320 FEET TO THE SOUTH LINE OF THE SAID  
47 NORTHWEST ¼ OF THE NORTHWEST ¼ 352 FEET;  
48 THENCE NORTH 1320 FEET TO THE POINT OF  
49 BEGINNING.  
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51 **Section 2: Property rezoned from R1A (Single Family Dwelling) to PD (Planned**  
52 **Development).**  
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54 That certain property described below is hereby rezoned from R1A (Single  
55 Family Dwelling) to PD (Planned Development), subject to the conditions set forth in this  
56 ordinance. Said property is more particularly described as:  
57

58 THE EAST 187.00 FEET OF THE FOLLOWING TRACT:  
59 BEGINNING AT A POINT 440 FEET EAST OF THE  
60 NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE  
61 NORTHWEST ¼ OF SECTION 14, TOWNSHIP 23 SOUTH,  
62 RANGE 29 EAST, RUN THENCE EAST 352 FEET; THENCE  
63 SOUTH 1320 FEET TO THE SOUTH LINE OF THE SAID  
64 NORTHWEST ¼ OF THE NORTHWEST ¼; THENCE WEST  
65 ALONG THE SOUTH LINE OF THE SAID NORTHWEST ¼  
66 OF THE NORTHWEST ¼ 352 FEET; THENCE NORTH 1320  
67 FEET TO THE POINT OF BEGINNING;  
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69 TOGETHER WITH

70  
71 N 380 FT OF W 100 FT OF E 526.7 FT OF NW ¼ OF NW ¼  
72 (LESS N 30 FT RD R/W) OF SEC 14-23-29  
73

74 TOGETHER WITH

75  
76 N 380 FT OF W 303 FT OF E 426.7 FT OF NW ¼ OF NW ¼  
77 (LESS N 155 FT OF E 125 FT & LESS N 155 FT OF W 128  
78 FT & LESS N 30 FT FOR RD) SEC 14-23-29  
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80 TOGETHER WITH

81  
82 N 155 FT OF W 125 FT OF E 248.7 FT OF NW ¼ OF NW ¼  
83 (LESS N 30 FT RD R/W) OF SEC 14-23-29  
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85 TOGETHER WITH

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87 N 155 OF W 128 FT OF E 426.7 FT OF NW ¼ OF NW ¼ (LESS  
88 N 30 FT FOR RD R/W) OF SEC 14-23-29

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**Section 3: Adoption of Land Use Plan and Development Plan.**

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

**Section 4: 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.

**Section 5: Development.**

The subject property shall be developed in accordance with the Land Use Plan and Development Plan approved herein and shall be subject to the following additional conditions.

- A. The developer shall be allowed to construct fifty-three single family residences on the property.
- B. Subdivision of lots shall comply with all regulations and ordinances in force at the time of subdivision plan approval.
- C. Access to the site shall be provided on Holden Avenue directly opposite Tinsley Drive.
- D. Density shall not exceed 4.0 dwelling units/acre.
- E. Minimum lot size shall be 6000 square feet.
- F. Minimum dwelling size shall be 1800 square feet of livable space.
- G. Minimum lot width shall be 50 feet.
- H. Minimum front yard building setback shall be 25 feet.
- I. Minimum rear yard building setback shall be 20 feet.
- J. Minimum side yard setback shall be 5 feet.

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A buffer yard of at least 15 feet in width shall be located along the western property perimeter where the property is adjacent to existing residential lots and/or parcels. The buffer yard may not be counted toward the minimum yard setbacks. The buffer area can be used for stormwater management provided:

- (i) Any such stormwater management consists of a dry bottom stormwater management pond;
- (ii) The stormwater management pond is sodded;
- (ii) The stormwater management pond is designed and constructed to be dry within 72 hours after a 25-year storm event;
- (iii) A skimmer must be provided to minimize the accumulation of trash and pollutants;
- (iv) At least five percent of the area above the peak stage elevation must be landscaped with at least 50 percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged).

K. A masonry wall or solid low-maintenance fence of consistent material and at least six feet in height shall be constructed around the entire perimeter of the subject property except that portion of the subject property adjacent to Holden Avenue.

L. A masonry brick wall with equally spaced columns shall be constructed along the Holden Avenue perimeter and along the entry road of subdivision entrance.

M. Irrigated landscaping shall be placed on the Holden Avenue side of the wall and along the entry road of subdivision entrance. The landscaping shall include a continuous hedge, ground cover, and trees that will not interfere with the overhead utility lines. The continuous hedge shall be at least 30 inches high at planting of a species capable of growing to at least 36 inches in height within 18 months, which hedge shall be maintained at a height not less than 36 inches. The height of the hedge shall be measured from site grade. All requisite landscaping, whether preserved or newly planted, must demonstrate health and viability after issuance of the certificate of occupancy/completion. The city may perform a courtesy inspection of the landscaping within 90 days after issuance of the certificate of occupancy/completion. If the landscaping appears to be under stress, staff shall notify the developer/HOA. A compliance inspection will be performed approximately one year after landscape installation. If the landscaping is not viable, notice shall be given to the developer/HOA, and the developer/HOA shall be responsible for restoring the landscaping within a time period acceptable to the city.

N. A homeowners' association (HOA) shall be created and shall maintain in perpetuity all perimeter walls, common open space, buffer areas, common

- 175 irrigation, streets, sidewalks, street lighting, signage, and retention and drainage  
176 systems.  
77
- 178 O. The buffer yard and all portions of the subject property upon which perimeter  
179 walls are constructed shall be owned by the HOA.  
180
- 181 P. The streets, street lighting, signage, and drainage systems within the development  
182 are to be private, owned and maintained by the HOA. The City shall not pay for  
183 any portion of the cost of constructing or maintaining the private streets, street  
184 lighting, signage, and drainage systems. The HOA shall own and be responsible  
185 for all costs associated with the maintenance and reconstruction of the private  
186 streets, drainage facilities, street lighting, sidewalks, signage, and related  
187 appurtenances, and the City has no obligation to maintain the private streets,  
188 sidewalks, signage, and drainage systems.  
189
- 190 Q. The private streets must be constructed within a separate tract owned by the HOA.  
191 This tract must conform to the City's standards for public streets/right-of-way.  
192 The City shall have the right to inspect the private streets and related  
193 appurtenances at any time, and require the HOA to provide the repairs needed to  
194 ensure emergency access and quality of life for residents. The City Council shall  
195 be the final judge of whether such repairs are needed.  
196
- 197 R. An easement over the platted roadway right-of-way tract must be dedicated or  
198 otherwise granted to the owners of each lot within the subdivision and to all their  
99 successors in interest. Unrestricted access rights over the platted street tract must  
100 also be granted to the City and utility providers providing use of the property for  
201 any purpose related to the exercise of a governmental service or function,  
202 including but not limited to fire and police protection, inspection and code  
203 enforcement. The easement shall permit the City/Orange County to remove any  
204 vehicle or obstacle within the private street tract that impairs emergency access.  
205
- 206 S. Guard houses, access control gates and cross arms may be constructed. The  
207 restricted access entrances must be manned 24 hours every day, or provide an  
208 alternative means of ensuring access to the subdivision by the City and other  
209 public/utility service providers with appropriate identification.  
210
- 211 T. Restricted Access Entrance Design Standards - Any private street that has an  
212 access control gate or cross arm must have a minimum uninterrupted pavement  
213 width of 20 feet at the location of the access control device. Gate designs may  
214 incorporate one or two gate sections to meet the required minimum width of 20  
215 feet.  
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- 217 U. Entryway gates must be equipped with an audio (siren) override device to allow  
218 emergency access to the subdivision by fire/rescue, police and other emergency-

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response personnel. The audio-override device must be submitted to the fire and rescue department for inspection and the entrance gates may not be closed unless and until the department determines that the device is acceptable and in good working order. Emergency Responders shall have the right to enter the subdivision and remove any gate or device that is a barrier to access at the sole expense of the HOA, subject to approval by the City Council. The HOA's documents must contain provisions in conformity with this paragraph that must not be amended without the written consent of the City.

V. The entryway gate must include a box, labeled "City of Edgewood," with a master-keyed padlock, and the box must contain a key, a card-key, a code, a remote-control device, or some other means by which public service and utility workers may gain access to the subdivision. The means of access must be approved by the City, public service/utility providers and the box must be installed prior to the city's issuance of the certificate of completion for the subdivision infrastructure. Any other utilities serving the subdivision must have similar access, and the names of such utilities must be on the outside of the box containing the means of access.

W. Water, sanitary sewer, storm drainage facilities placed within the private street tract shall be installed to city/utility provider standards. All storm drainage facilities in the subdivision shall remain within the ownership and maintenance responsibilities of the HOA. All city regulations relating to infrastructure financing, performance bonds, developer cost participation and capital cost recovery shall apply to the subject development. Any and all city executable maintenance bonds covering subdivision construction shall be transferred to the HOA upon approval of the private street subdivision by the City Council.

X. The private street must be equipped for visitor access. In addition to the above Restricted Access Entrance Design Standards, said visitor entrance must be equipped with a call or code box located at least 50 feet from the boundary of the subdivision to provide for visitors calling in and vehicle queuing. The City reserves the right to require the developer to provide a detailed study to determine if the traffic generated by the proposed development will warrant the call or code box to be set back greater than the 50-foot minimum requirement in order to ensure sufficient vehicle storage or queuing space. A turn-around space with a minimum outside radius of 30 feet must be located between any call or code box and access control gate or cross arm to allow vehicles denied access to safely exit onto public streets in a "head out" position. A sign must be erected next to the edge of such turn around space to prohibit vehicle parking in such space.

Y. Parking for each lot shall be designed to allow two parking spaces in the garage and two spaces in the driveway for a total of four (4) parking spaces per

262 residence. Sidewalks shall be placed to not interfere with the driveway parking  
263 spaces required herein.

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265 Z. Simultaneous with or prior to the recording of the subdivision final plat, the  
266 developer must record in the public records of Orange County, Florida, a  
267 document or documents ("declaration") that shall govern all platted lots within the  
268 subdivision, shall impose requirements and restrictions that run with the land, and  
269 shall address the responsibilities for the ongoing maintenance and repair of the  
270 subdivision infrastructure. The terms of the declaration shall be, to the city's  
271 satisfaction, legally sufficient and enforceable to accomplish or otherwise ensure,  
272 at a minimum, the following:

273  
274 (i) Require the establishment and maintenance of an HOA budget account for  
275 annual routine maintenance and repair of the streets, street lights,  
276 landscaping, sidewalks, fence/wall, and drainage system, including  
277 stormwater detention and retention areas.

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279 (ii) Require the establishment and maintenance of an HOA reserve account for  
280 major capital repair and replacement of the subdivision's streets.

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282 (iii) Require the establishment and maintenance of an HOA reserve account for  
283 major capital repair and replacement of the subdivision's stormwater  
284 retention and detention facilities.

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286 (iv) Require the establishment and maintenance of an HOA reserve account for  
287 major capital repair and replacement of other subdivision infrastructure  
288 such as sidewalks, stormwater conveyance systems, curbing, wall/fences,  
289 etc.

290  
291 (v) Require the establishment and maintenance of an HOA budget account for  
292 storm debris clean-up and removal, such as clearing downed trees,  
293 landscape, and other storm-created debris from the subdivision's streets,  
294 sidewalks and drainage facilities.

295  
296 (vi) Provide that:

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298 a. Until turnover of the HOA to the property owners and/or transfer  
299 of control of subdivision infrastructure to the HOA, all  
300 maintenance and repair of streets, street lighting, landscaping,  
301 walls/fences, sidewalks and the drainage system, including  
302 stormwater detention/retention areas, is the responsibility of the  
303 developer;  
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- b. Prior to turnover of the HOA and/or transfer of control of subdivision infrastructure to the property owners, the developer may expend monies in the routine-infrastructure-maintenance account for such maintenance and repair, but only with the written consent of the board of directors of the HOA; and
  - c. Insufficiency of monies in the routine-infrastructure-maintenance account shall not act to relieve the developer of any responsibility to maintain and repair the streets, sidewalks, streetlights, and drainage system (including stormwater detention/retention areas) properly prior to turnover of the HOA and/or transfer of control of subdivision infrastructure.
- (vii) Require that:
- a. No earlier than one hundred eighty (180) days before turnover of the HOA and/or transfer of control of subdivision infrastructure to the property owners, the developer must retain the services of a Florida registered engineer experienced in subdivision construction (other than the engineer of record for the subdivision as of the date of the city's approval of the subdivision infrastructure construction plans, and engineers who are principals of, employed by, or contractors of the same firm as the engineer of record) to inspect the streets, sidewalks, street lighting, and drainage system, including stormwater detention/retention areas in accordance with the existing approved plans, and prepare a report recommending the amount of scheduled maintenance and unscheduled repair that likely will be needed each year for the streets, sidewalks and drainage system (including stormwater detention/retention areas), in accordance with standards that may be established and revised from time to time by the City Engineer or his or her designee, which recommends the amounts of money that should be deposited each year in the routine-infrastructure-maintenance account, and determining what repairs, if any, are needed prior to turnover of the HOA;
  - b. The report be signed and sealed by the engineer;
  - c. The developer shall pay the cost of this initial engineer's report, which payment may be made from the routine-infrastructure-maintenance account;

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- d. A copy of the initial engineer's report shall be provided to all owners of lots, blocks, and tracts in the subdivision and to the City Engineer within fifteen (15) days after it is completed;
  - e. Any needed repairs or replacements identified by the report be completed by the developer, at the developer's sole expense, prior to either the developer's turnover of the HOA to the property owners of the subdivision or transfer of control of subdivision infrastructure to the HOA, whichever occurs first; and
  - f. If turnover of the HOA and/or transfer of control of subdivision infrastructure occurs and the foregoing requirements have not been fulfilled, the rights of the HOA, any of its members, and any and all owners of land in the subdivision to enforce these requirements against the developer shall survive the turnover of the HOA to the property owners, with the prevailing party to be entitled to attorneys' fees and costs.
- (viii) Require that, after turnover of control of the HOA, or turnover of control of the subdivision infrastructure to the property owners:
- a. The HOA shall obtain an inspection of the streets, sidewalks and drainage systems, including stormwater detention/retention areas, by a Florida-registered engineer experienced in subdivision construction no less frequently than once every three (3) years after the initial engineer's inspection; and
  - b. Using good engineering practice, and in accordance with standards that may be established and revised from time to time by the City Engineer or his or her designee, or in accordance with such other standards as may be adopted from time to time by the HOA, or in accordance with such standards as the HOA's engineer may determine to be appropriate, the inspection determine the level of maintenance and repair (both scheduled and unscheduled) needed, the amounts of funding needed each year for the next three (3) years in the routine-infrastructure-maintenance account to pay for such maintenance and repair, and any repairs then needed;
  - c. That the inspection be written in a report format; and
  - d. A copy of each engineering report be provided to each owner of property in the gated community within fifteen (15) days of completion of the report; and

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- e. Within one hundred eighty (180) days of receipt of each tri-annual engineering report, the HOA complete all remedial work identified and recommended by the engineer.
  
- (ix) The developer (so long as the developer retains control of the board of directors of the HOA) and the HOA expressly indemnify and hold the City of Edgewood and its officers and employees harmless from any cost of maintenance, repair, and reconstruction of, or tort liability or award of damages related to or arising in connection with, the streets, sidewalks, street lights, walls/fences, drainage system (including stormwater retention/detention area), and/or any other subdivision infrastructure.
  
- (x) No contract for the sale and purchase of a residential lot or home in the subdivision shall be effective until cost disclosure statement ("disclosure statement") has been provided to and executed by such purchaser.
  
- (xi) Expressly declare that property owners receive no discount in property or other taxes because of private streets or drainage system.
  
- (xii) Require that each initial purchaser of a residential lot in the gated subdivision for the personal or family use of the purchaser receive a copy of the declaration at or prior to the time the sales contract is executed, together with the current budget for the HOA, including a schedule disclosing the then-existing amounts of the periodic assessments for each of the HOA accounts and a copy of the most recent year-end financial statement for the HOA, and if none are then existing, a good faith estimate of the HOA operating budget, along with a form to be signed by such initial purchaser acknowledging receipt of a copy of the declaration, budget, financial statement or good faith estimate, and that the original of the form acknowledging receipt of a copy of the declaration is to be attached to the sales contract as an exhibit or appendix. Such schedule must also state that the periodic assessments for the HOA accounts do not necessarily include assessments for either the routine maintenance of or the capital repair and replacement of HOA facilities not related to subdivision infrastructure (such as common area landscaping, entrance and exit gates, walls, etc.).
  
- (xiii) Declare that upon any default by the HOA or the developer in any requirements of the declaration, the City, at its option and after due notice of its declaration of a default and a reasonable time to cure, may prohibit closure of the gates and, upon dedication or conveyance of the rights-of-way to the City, assume responsibility for maintenance, using all HOA monies on deposit in the routine-infrastructure-maintenance account and the several capital-repair accounts or, if no monies exist or if an

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insufficient amount exists, using such other revenues or financing methods as the City may elect, including (but not limited to) special assessments against the subdivision lots, blocks, and tracts.

- (xiv) Require that enforcement of traffic laws within the gated community, as requested by the HOA, shall be by the City Police Department and that all costs of enforcement incurred by the City shall be paid by the HOA.
- (xv) Provide a procedure for nonbinding mediation in the event of a dispute between any homeowner and the developer, or between the HOA and the developer, with respect to the repair and maintenance of the streets, sidewalks, street lighting, drainage system or other subdivision infrastructure or appurtenances and/or funding for such maintenance and repair.
- (xvi) Provide that:
  - 1. The HOA, any member of the HOA, and any and all owners of land in the subdivision shall have the right jointly and severally to enforce against the developer the requirements and provisions of the declaration required hereunder, with the prevailing party being entitled to attorney's fees and costs;
  - 2. Any member of the HOA and any and all owners of land in the subdivision shall have the right to enforce against the HOA the requirements and provisions of the declaration required hereunder, with the prevailing party being entitled to attorneys' fees and costs; and
  - 3. Venue for any such enforcement action shall be in the Ninth Judicial Circuit of Florida, in Orange County.
- (xvii) Provide that any transfer of subdivision infrastructure (including the property on which the subdivision infrastructure is located) to the City of Edgewood or other governmental entity is prohibited without the concurrence of the owners of two-thirds (2/3) (or such higher percentage as the declaration may provide) of the platted lots.
- (xviii) No portion of the association's documents pertaining to the maintenance of the private streets, sidewalks, street lighting, and drainage systems, and assessments thereto shall be amended without the written consent of the City.
- (xix) The Declaration must contain language whereby the HOA, as owner of the private streets, sidewalks and appurtenances, agrees to release, indemnify, defend and hold harmless the City, its officers, agents, licensees, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all

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persons, of whatsoever kind of character, whether real or asserted, arising out of or in connection with, directly or indirectly: a) the reasonable use of the private streets and sidewalks, emergency access, utility easements, entrance gate or structure by the City, its officers, agents, licensees, servants and employees; b) the condition of the private streets, sidewalks, private street lights, private entrance gates or structures, private walls or fences, private pedestrian access, private storm drainage systems and emergency access; or c) any use of the subdivision with private streets by the City, County, or Utility provider, its officers, agents, licensees, servants and employees for any purpose related to the exercise of a governmental function or service, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, contractors, subcontractors, licensees or invitees of City. The HOA shall be responsible for carrying liability insurance to meet the requirements in this paragraph. Those portions of the HOA's documents pertaining to the subject matter contained in this paragraph must not be amended without the written consent of the City.

(xx) The HOA must not be dissolved without the prior written consent of the City.

**Section 6: 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 7: Conflicts.**

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

**Section 8: 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 \_\_\_\_\_, 2016.

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PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CITY OF EDGEWOOD, FLORIDA  
CITY COUNCIL

\_\_\_\_\_  
John Dowless, Council President

ATTEST:

\_\_\_\_\_  
Bea Meeks, City Clerk, MMC, CPM, CBTO

Prepared by:  
D. Andrew Smith, III, Esquire  
2300 Maitland Center Pkwy  
Suite 100  
Maitland, Florida 32751  
(407) 622-1772

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

RE: APPLICATION OF KRDK INVESTMENTS, LLC

### **PLANNED DEVELOPMENT AGREEMENT**

The application of KRDK Investments, LLC (hereinafter referred to as "Developer") and Ordinance 2016-08 for rezoning was heard by and before the City Council of the City of Edgewood, Florida (hereinafter referred to as "City") on the 20th day of September, 2016, 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 August 16, 2016, the City Council does hereby find and determine as follows:

#### **GENERAL FINDINGS**

- a. That the application for rezoning was initially filed with the City on December 23, 2015, as required by City Ordinance.
- b. That all fees and costs which are by law or regulation of the City required to be borne and paid by the applicant for rezoning of property have been paid.
- c. That application to rezone involves parcels of land containing 13.46 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 to as the "Subject Property") and incorporated herein.
- d. Developer 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 Developer to pursue to instant application.
- e. That the Development Review Committee held a public meeting wherein it considered the application and proposed Land Use Plan and moved the rezoning application and proposed land use plan forward to Planning and Zoning Committee.

f. That on July 11, 2016 at a public hearing the 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 the applicant, the proposed conditions of approval by the applicants and other documents, the Planning and Zoning Committee made its recommendations to City Council.

g. 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 applicant, and applicant's expert and members of the public.

h. Developer intends to construct a residential development consisting of those components described in the Land Use Plan attached hereto as Exhibit "B" and made a part hereof.

i. Developer hereby affirms and acknowledges that everything contracted for, negotiated, acknowledged and affirmed herein by Developer is done freely and voluntarily.

j. That Ordinance 2016-08 to which a copy of this 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.

k. That the Planned Development complies with the City's Comprehensive Plan.

l. The City enters this Planned Development Agreement pursuant to its Home Rule Powers given to it 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 Developer, 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 Developer shall conform to the Land Use Plan submitted by Developer and attached hereto as Exhibit "B" and with all conditions and requirements of Ordinance 2016-08, which rezoned the Subject Property to Planned Development.

b. The Developer 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.

c. The Developer 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. 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 Developer shall comply with the terms of this Agreement as it may be amended from time to time.

e. The Developer shall comply with the City's Comprehensive Plan.

3. **Power to bind.** The Developer hereby covenants and warrants that its officer executing this Agreement has the right, authority and capacity to enter into this Agreement, and Developer acknowledges that the City relied upon the Developer's covenants in connection with the decision to enter into this Agreement.

4. **Growth management plan.** The City attests that the future land use designation to the property allows single family residential.

5. **Plan of development.**

a. **Maximum units:** The maximum number of units shall be forty-five (45) and all such units shall be single family detached residential.

b. **Minimum lot size:** The minimum lot size shall be 6,000 square feet.

c. **Minimum net living area:** Residential structures of no less than 2,200 square feet shall be constructed on at least twenty-five percent (25%) of the residential lots. Residential structures of no less than 1,800 square feet shall be constructed on the remainder of the residential lots.

d. **Minimum lot width:** The minimum lot width shall be fifty (50) feet.

e. **Setbacks:** The minimum front yard building setback shall be twenty-five (25) feet. The minimum rear yard building setback shall be twenty-five (25) feet. The minimum side yard building setback shall be five (5) feet.

e. **Density:** Density shall not exceed four units per acre.

f. **Parking:** Parking for each lot shall be designed to allow two parking spaces in the garage and two spaces in the driveway for a total of four (4) parking spaces per residence. Driveways shall be of a length to avoid parking over the sidewalk; this may require the garage to be recessed 5 feet behind the building's front facade. All driveways shall be paver driveways.

g. Drainage: All drainage resulting from the Development must be able to be accommodated within the Development's stormwater and drainage system. No fill or runoff shall be allowed to discharge on to nearby properties unless the Developers obtain the necessary easements from nearby property owners.

h. Lighting: All exterior lighting shall be directed away and be shielded from adjacent residential areas and shall not create a hazard to traffic. All installed exterior lighting must be approved prior to the issuance of any certificate of occupancy.

i. Subdivision signage: Proposed signage shall be submitted with the application for Development Plan and must meet all sign requirements of the City's Code of Ordinances. A separate permit for signage shall be required.

j. Tree removal: An application for tree removal must be submitted, and a tree removal permit shall be required before the removal of any existing trees. The tree removal application shall include a replacement schedule as required by the City's Code of Ordinances and shall be reviewed concurrently with the development/site plan. The Developers may be required to submit a report by a professional arborist to justify removal of any existing trees, including and not limited to dead or diseased trees.

k. Landscape plans: Subdivision landscape plans shall be submitted with the development/site plan. The Developer shall comply with all landscaping requirements pursuant to the Code of Ordinances of the City of Edgewood. No certificate of occupancy may be issued until the landscaping has been installed and approved by the City.

l. Residential lot trees: At least one tree from the approved replacement tree stock list as approved by resolution of the City with at least two inch caliper diameter breast height shall be planted upon each residential lot. Developer shall be given credit for any live oak preserved on a residential lot and such tree shall be counted for that lot in lieu of a new planting.

m. Non-uniformity of residential structures: Residential structures constructed shall be of varying elevations and finishes in a manner that no adjacent houses have the same elevation and finish.

n. Irrigation of residential lots: An irrigation system to water the front and back yards of each residential lot shall be installed at time of construction of each residential unit.

o. Utilities and infrastructure: All utilities, including but not limited to electric and telephone, shall be underground, and such costs will be borne completely by the Developer. No certificate of occupancy shall be issued until all improvements, fire protection, street lighting, street and regulatory signage and striping have been installed and approved by the City.

6. Subdivision entrance. The Developer shall locate the subdivision entrance on Holden Avenue directly opposite Tinsley Avenue. The Developer shall provide a gated restricted access entrance to the subdivision that allows sufficient holding space for at least three vehicles as

measured from the call box to the Holden Avenue south right-of-way line. The private street must be equipped for visitor access with a call or code box located at least 50 feet from the boundary of the subdivision to provide for visitors calling in and vehicle queuing. The restricted access entrance shall provide a means of ensuring access to the subdivision by the City and other public/utility service providers with appropriate identification.

7. **Wall construction.**

a. A masonry wall, non-white earth-tone high grade vinyl fence, or aluminum picket fence at least six feet in height shall be constructed around the north, east, and west perimeter of the subject property except that portion of the subject property adjacent to Holden Avenue. The wall or fence constructed on each perimeter (i.e., north, east, and west) shall be of a consistent material. Each perimeter wall or fence (i.e., north, east, and west) may utilize different materials than the other perimeter wall or fences.

b. A masonry wall at least eight feet in height shall be constructed along the south perimeter of the subject property.

c. A masonry brick wall with equally spaced columns at least six feet in height shall be constructed along the Holden Avenue perimeter and along the entry road of subdivision entrance.

8. **Landscaping.** Irrigated landscaping shall be placed on the Holden Avenue side of the wall and along the entry road of subdivision entrance. The landscaping shall include a continuous hedge, ground cover, and trees that will not interfere with the overhead utility lines. The continuous hedge shall be at least 30 inches high at planting of a species capable of growing to at least 36 inches in height within 18 months, which hedge shall be maintained at a height not less than 36 inches. The height of the hedge shall be measured from site grade. All requisite landscaping, whether preserved or newly planted, must demonstrate health and viability after issuance of the certificate of occupancy/completion. Trees shall be of evergreen variety and planted at intervals not more than the mature canopy width.

9. **Tree preservation.** The Developer shall make every reasonable effort to save all major live oak trees located upon the Subject Property.

10. **Declarations of Covenants, Conditions, and Restrictions.**

a. Prior to the sale of any platted and developed lot, the Developer shall record in the Public Records of Orange County, Florida, as a covenant running with the land of the Subject Property, a Declaration of Covenants, Conditions, and Restrictions in compliance with Ordinance 2016-08 and providing for:

(i) a mandatory homeowners association which will be an incorporated entity legally authorized and required to, among other things, impose assessments and liens; and

(ii) such other provisions as are compatible with this Agreement and the Land Use Plan as approved by the City; and

(iii) provide for cross-easements to the extent required for access to common areas and facilities; and

(iv) The Developer/homeowners association, through its Declaration of Covenants, Conditions, and Restrictions shall, among other matters, assess costs upon the properties of its members at least sufficient to pay:

(a) The annual cost of maintaining and irrigating the entryway to the Development as well as any land dedicated to common use by the members of the homeowner's association;

(b) The cost associated with maintaining, repairing, or replacing any common area facilities mutually benefitting the association, including but not limited to all walls bounding the Subject Property, all landscaping within common areas, storm drainage infrastructure serving the subdivision, all elements of the restricted access entry, all roads, streets and sidewalks within the subdivision, and all streetlighting within the subdivision.

(v) The Developer shall deed to the homeowners association the lake recreation areas located upon the Subject Property. The Developer/homeowners association shall be responsible to maintain the recreation areas, to limit its use to residents of the Development and their immediate families, guests, and invitees, and to maintain any and all fencing and buffer areas.

11. **Road improvement.** All off-site road improvements shall be performed by the Developer in conjunction with onsite infrastructure construction. The City shall not be obligated to furnish any right-of-way funds or materials whatsoever to the construction of any new streets or roads or widening existing streets or roads upon the Subject Property or for any other improvement of any nature whatsoever.

12. **Recordation of Developer Agreement.** Upon execution of this Agreement, the Developer shall reimburse the cost of recording this Agreement in Orange County, Florida.

13. **Housing certification.** The Developer will not seek nor allow the Subject Property to be designated as a certified affordable project.

14. **Fees.** The Developer agrees to pay 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. The Developer shall pay all capacity reservation fees applicable to the Planned Development (including, without limitation, transportation, water, sewer, solid waste, and parks and recreation) regulated by Orange County.

15. **Legislative act.** This Agreement is deemed a legislative act of the City of Edgewood.

16. **Default.** The following events, if any occur prior to the time Developer turns over the property to the homeowners association, shall be a default by the Developer and shall be a breach of agreement and shall entitle the City to terminate this Agreement upon sixty (60) days written notice to the Developer.

- a. The Developer's adjudication as bankrupt, either voluntary or involuntary;
- b. The institution of any judicial proceeding for reorganization or rearrangement of the Developer's affairs that is not dismissed within sixty (60) days;
- c. Any assignment by the Developer for the benefit of creditors;
- d. The appointment of a receiver for the Developer's assets or property, which appointment is not dismissed within sixty (60) days;
- e. The abandonment of the Planned Development with the intention of not completing the Development or any portion thereof for a period of ninety (90) consecutive days, subject to force majeure.

17. **Force majeure.** The parties shall each use reasonable diligence to ultimately accomplish the purposes of this Agreement and the subsequent Subdivision 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.

18. **Binding effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Developer and its assigns and successors in interest and the City and its assigns and successors in interest. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

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

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

21. **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 Development Agreement is declared severable.

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

23. Amendments to Development Agreement. This Development Agreement may be amended in a manner consistent with the Code of Ordinance of the City of Edgewood.

24. Indemnification and hold harmless. The Developer and its assigns and successors in interest shall indemnify and hold harmless the City from and against all claims, demand, disputes, damages, costs, expenses (to include attorneys' fees whether or not litigation is necessary, and if necessary, both at trial and on appeal) incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property except those claims or liabilities caused by or arising from the gross negligence or intentional acts of the City, its employees or agents. 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.

25. 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.

26. 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 Developer:

KRDK Investments, LLC  
Attn: Khaled Hussein  
8671 Curituck Sound Lane  
Orlando, Florida 32829

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.

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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Attest:

CITY OF EDGEWOOD, FLORIDA

By: \_\_\_\_\_  
Bea L. Meeks, City Clerk

By: \_\_\_\_\_  
Ray Bagshaw  
Mayor, City of Edgewood

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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

THE WEST 165.00 FEET OF THE FOLLOWING TRACT:  
BEGINNING AT A POINT 440 FEET EAST OF THE  
NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE  
NORTHWEST ¼ OF SECTION 14, TOWNSHIP 23 SOUTH,  
RANGE 29 EAST, RUN THENCE EAST 352 FEET; THENCE  
SOUTH 1320 FEET TO THE SOUTH LINE OF THE SAID  
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ALONG THE SOUTH LINE OF THE SAID NORTHWEST ¼ OF  
THE NORTHWEST ¼ 352 FEET; THENCE NORTH 1320 FEET  
TO THE POINT OF BEGINNING.

**TOGETHER WITH**

THE EAST 187.00 FEET OF THE FOLLOWING TRACT:  
BEGINNING AT A POINT 440 FEET EAST OF THE  
NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE  
NORTHWEST ¼ OF SECTION 14, TOWNSHIP 23 SOUTH,  
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THE NORTHWEST ¼ 352 FEET; THENCE NORTH 1320 FEET  
TO THE POINT OF BEGINNING;

**TOGETHER WITH**

N 380 FT OF W 100 FT OF E 526.7 FT OF NW ¼ OF NW ¼  
(LESS N 30 FT RD R/W) OF SEC 14-23-29

**TOGETHER WITH**

N 380 FT OF W 303 FT OF E 426.7 FT OF NW ¼ OF NW ¼  
(LESS N 155 FT OF E 125 FT & LESS N 155 FT OF W 128 FT &  
LESS N 30 FT FOR RD) SEC 14-23-29

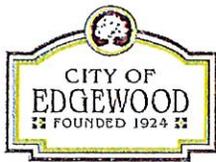
**TOGETHER WITH**

N 155 FT OF W 125 FT OF E 248.7 FT OF NW ¼ OF NW ¼  
(LESS N 30 FT RD R/W) OF SEC 14-23-29

**TOGETHER WITH**

N 155 OF W 128 FT OF E 426.7 FT OF NW ¼ OF NW ¼ (LESS N  
30 FT FOR RD R/W) OF SEC 14-23-29





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

*Bea L. Meeks, MMC, CPM, CBTO*

**TO:** Mayor Bagshaw, Council President Dowless, Council Members Powell, Henley, Chotas and Fortini

**DATE:** October 12, 2016

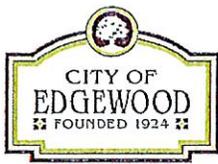
**RE:** Joint Workshop

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As you know, a joint workshop with the Planning & Zoning Board was scheduled to be held on October 10, 2016 at 5 p.m. however; the Planning & Zoning Board did not have a meeting scheduled because there were no agenda items. Additionally, Hurricane Matthew affected a lot of schedules, including the Mayor who spent several days out in the neighborhoods with a tree service company involved in clean-up.

The Planning & Zoning Board will have a meeting on November 14, 2016. For this reason, I am recommending that the joint workshop be rescheduled for 5:00 p.m. on Monday, November 15, 2016, prior to the P&Z meeting.

What is your pleasure?



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

*Bea L. Meeks, MMC, CPM, CBTO*

**TO:** Mayor Bagshaw, Council President Dowless, Council Members Powell, Henley, Chotas and Fortini

**DATE:** October 12, 2016

**RE:** Letter of Engagement - Holland & Reilly

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Provided in your agenda packet is the Letter of Engagement from Holland & Reilly, who perform the City's annual audit. The letter explains the terms of the work they perform and provides the required peer review, which was favorable. The Mayor needs to sign the letter acknowledging the terms.

Holland & Reilly has provided their list of items the City needs to provide as part of their audit work. All applicable personnel have been provided with the list. Tammy Campbell and Lindsey Rock, from McDermit~Davis, will be in City Hall on October 19<sup>th</sup> to prepare the reports required for the audit.

As always, Council members, Chief Francisco and myself have to complete the required "confirm letters". You will be receiving one in the mail. Please make sure you complete and return as soon as possible. I will complete the Standard Form To Confirm Account Balance Information With Financial Institutions, along with letters to FDOT, Orange County Finance Department, Orange County Sheriff's Office, FDLE, Orange County Clerk of Court, Duke Energy, Waste Management and Orlando Utilities. As you can see, there is quite a bit of preliminary work that is required by the City to aid Holland & Reilly in their audit.

Lastly, Council approved \$26,000 in the 2016/2017 fiscal year budget for the audit. You may recall that the increase is due to GASB 68, and the work related to the Florida State Retirement system.

Please let me know if you have any questions.

# HOLLAND & REILLY

CERTIFIED PUBLIC ACCOUNTANTS  
601 NORTH FERN CREEK  
SUITE 200  
ORLANDO, FLORIDA 32803

(407) 894-6803  
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AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
ASSOCIATION OF  
CERTIFIED FRAUD EXAMINERS

DAVID S. HOLLAND, CPA  
THOMAS F. REILLY, CPA

September 30, 2016

Honorable Mayor and Members of City Council  
City of Edgewood  
405 Larue Avenue  
Edgewood, FL 32809

We are pleased to confirm our understanding of the services we are to provide the City of Edgewood, Florida (the City) for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the City of Edgewood's basic financial statements as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with U.S. generally accepted auditing standards. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budget To Actual Comparison – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Edgewood's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

- Budget to Actual Comparison – Roads and Streets Fund

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the

accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance and other matters will include a paragraph that states 1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control on compliance, and 2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U. S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of cash, revenue, receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will request written representations from the City's attorneys as part of the engagement, and they may bill you for responding to

the inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and *Government Auditing Standards*.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will assist in preparing the financial statements, and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also update the depreciation schedule. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the City's general ledger into a working trial balance based on management's chart of accounts.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, 2) additional information that we may request for the purpose of the audit, and 3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization involving 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants, and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that 1) you are responsible for presentation of the supplementary information in accordance with GAAP; 2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; 3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services (maintain the depreciation schedule) we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the City's website, management understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Engagement Administration, Fees and Other**

We understand that your employees will prepare all confirmations and certain schedules, and locate any documents selected by us for testing.

We will provide copies of our reports to the City of Edgewood, Florida; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Holland & Reilly and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal or state agencies providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Holland & Reilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any federal or state agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Thomas F. Reilly is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate that our fees for these services will be \$25,500 for the basic financial and compliance audit. This fee estimate assumes that neither a Federal nor State Single Audit is applicable. If the Federal or State Single Audit is applicable the fee would increase by \$5,000. Out of pocket expenses will be reimbursed. The fee estimate is based on the anticipated cooperation from your personnel (including assistance in closing out the books, preparing a trial balance, and preparing certain agreed upon schedules for our use during the audit) and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended through the date of termination.

The suspension or termination of our work may result in adverse consequences to you including your failure to meet deadlines imposed by governments, lenders, or other third parties. You agree that we will not be responsible for your failure to meet such deadlines, or for penalties or interest that may be assessed against you resulting from such failure.

Disputes arising under this agreement (including scope, nature and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties, shall be appointed to mediate and each disputing party shall pay an

equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

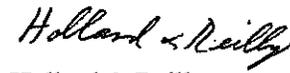
During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach, as a basis for our report, will be heavily influenced by the written and oral representations that we received from management. In view of the foregoing, the City agrees to release our firm and its personnel from any liability and costs relating to our services under this letter resulting from false or misleading representations made to us by any member of the City's management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the City's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material before it is distributed.

By mutual agreement of both parties, this agreement may be extended to fiscal years beyond the year ending September 30, 2016.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Edgewood and believe this letter accurately summarizes the significant terms of our engagement. We look forward to a mutually beneficial long-lasting relationship. If you have any questions, please let us know. If you agree with our above understanding of the engagement, please sign the enclosed copy and return to us.

  
Holland & Reilly

Acknowledged and accepted:

\_\_\_\_\_   
for the City of Edgewood

\_\_\_\_\_   
Position

\_\_\_\_\_   
Date



## System Review Report

January 20, 2015

To the Partners of  
Holland & Reilly  
and the Peer Review Committee of the Florida Institute of Certified  
Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Holland & Reilly (the "firm") in effect for the year ended August 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Holland & Reilly in effect for the year ended August 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Holland & Reilly has received a peer review rating of *pass*.

*Carr, Riggs & Ingram, LLC*

CARR, RIGGS & INGRAM, LLC  
CERTIFIED PUBLIC ACCOUNTANTS