

Mayor  
John Dowless

Richard Alan Horn  
Council President

Ben Pierce  
Council President  
Pro Tem

Lee Chotas  
Council Member

Susan Fortini  
Council Member

Chris Rader  
Council Member

**CITY COUNCIL AGENDA**  
**Regular Meeting**  
**City Hall – Council Chamber**  
**405 Bagshaw Way, Edgewood, Florida**  
**Tuesday, October 15, 2019**  
**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 & PLEDGE OF ALLEGIANCE**

**C. ROLL CALL & DETERMINATION OF QUORUM**

**D. PRESENTATION**

**(Pg. 1)** Mayoral Proclamation - "Week of the Family"

**E. CONSENT AGENDA**

1. Review and Consideration of City Council Meeting Minutes

- **(Pgs. 2- 5)** October 1, 2019 City Council Special Meeting Minutes

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

**F. ORDINANCES**

1. **(Pgs. 6- 8) ORDINANCE 2019-03** - AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, TO AMEND THE FUTURE LAND USE MAP OF THE EDGEWOOD COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE DESIGNATION FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL ON APPROXIMATELY .28 ACRES LOCATED AT 302 MANDALAY ROAD; FINDING THAT SUCH CHANGE IN THE FUTURE LAND USE MAP IS A SMALL SCALE AMENDMENT UNDER SECTION 163.3187, *FLORIDA STATUTES*; PROVIDING FOR FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
  - **(Pgs. 9-21)** Memo Summarizing Variance Application, Staff Recommendation and Planning & Zoning Board Recommendation
2. **(Pgs. 22-27) ORDINANCE 2019-09** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA AMENDING CHAPTER 14-11 REGARDING RULES AND REGULATIONS FOR BOAT DOCK CONSTRUCTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
  - **(Pgs. 28-29)** Memo Providing Staff Recommendation and Planning & Zoning Board Recommendation

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

1. **(Pgs. 30-35) ORDINANCE 2019-04** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, RELATING TO TREES; AMENDING CHAPTERS 50 AND 130 OF THE CITY OF EDGEWOOD CODE OF ORDINANCES TO CLARIFY AND CONSOLIDATE REQUIREMENTS RELATED TO TREES, SHRUBS, AND PLANTS; AMENDING PROVISIONS RELATED TO MAINTENANCE AND RESPONSIBILITY FOR TREES AND TREE BRANCHES LOCATED WITHIN AND ADJACENT TO RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, AND EFFECTIVE DATE.
2. **(Pgs. 36-43) ORDINANCE 2019-07** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 62 OF THE CODE OF ORDINANCES TO PERMIT HEARINGS BEFORE THE LOCAL HEARING OFFICER OF LOCAL PARKING VIOLATIONS WITHIN THE CITY OF EDGEWOOD; PROVIDING FOR DEFINITIONS; ADOPTING STATE PARKING STATUTES UNDER CHAPTER 316, FLORIDA STATUTES; PROVIDING FOR CIVIL PENALTIES FOR PARKING NEAR A FIRE HYDRANT AND PARKING IN A FIRE LANE; ESTABLISHING PROCEDURES BEFORE THE LOCAL HEARING OFFICER;

ESTABLISHING ADMINISTRATIVE COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

**H. UNFINISHED BUSINESS**

**I. NEW BUSINESS**

1. (Pgs. 44-45) Request For Proposals – Debris Management

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

**K. CITIZEN COMMENTS**

**L. BOARDS & COMMITTEES**

1. (Pgs. 46-57) Bailey’s Pharmacy – Variance 2019 and Waiver Application

**M. STAFF REPORTS**

**City Attorney Smith:**

- (Pg. 58-73) Opioids Negotiation Class Action

**Police Chief Freeburg:**

- (Pg. 74-75) Police Chief’s Monthly Report

**City Clerk Meeks:**

**N. MAYOR & COUNCIL REPORTS**

**Mayor Dowless**

**Council President Horn**

**Council Member Chotas**

**Council Member Fortini**

**Council Member Pierce**

**Council Member Rader**

**O. ADJOURNMENT**

**UPCOMING MEETINGS:**

Monday, August 12, 2019.....Planning & Zoning Meeting (6:30 p.m.)  
Tuesday, August 20, 2019.....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.**

**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 2nd through November 9th, 2019, 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, JOHN DOWLESS, MAYOR OF THE CITY OF EDGEWOOD, FLORIDA DO HEREBY PROCLAIM** *the week of November 2nd through November 9th, 2019, as*

***"Week of the Family"***

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

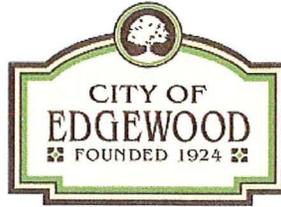
*Dated this 15th day of October, 2019.*

\_\_\_\_\_  
*John Dowless, Mayor*

Attest:

SEAL

\_\_\_\_\_  
*Bea L. Meeks, MMC, CPM, CBTO  
City Clerk*



**CITY COUNCIL**  
**Special Meeting & Budge Hearing**  
**Tuesday, October 1, 2019**  
**6:30 p.m.**

**CALL TO ORDER -ROLL CALL - DETERMINATION OF QUORUM**

Council President Horn called the October 1, 2019 City Council special meeting to order at 6:31p.m. Council President Horn led everyone in the Pledge of Allegiance.

City Clerk Meeks announced a quorum and noted that Council Member Pierce is attending by telephone due to an emergency causing him to be out of the country for his job. Clerk Meeks asked for a Motion to approve Council Member Pierce's attendance by telephone.

*Council Member Chotas made the Motion to approve Council Member Pierce's attendance by telephone; Second by Council Member Fortini. Approved (4-1 abstention by Pierce).*

The following attendance is noted:

**Council Attendees**

John Dowless, Mayor  
Richard Alan Horn, Council President  
Susan Fortini, Council Member  
\*Ben Pierce, Council Member  
Chris Rader, Council Member  
Lee Chotas Council Member

**Staff**

Bea L. Meeks, City Clerk  
John Freeburg, Police Chief  
Shannon Patterson, PD Manager

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**ORDINANCES – SECOND READING & FINAL PUBLIC HEARING**

1. Final Levy – FY 2019/2020

**ORDINANCE NO. 2019-06** - 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 2019/2020, BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Smith gave the second and final reading of Ordinance 2019-06 in title only. City Clerk Meeks noted that the proposed millage rate is 5.25 mills which represents a 13.37 percent increase over the roll-back rate of 4.6308. She reminded Council that the required form of the Motion to approve the levy was included in a memo in their agenda packet.

*Council Member Rader made the following Motion:*

***“I move to adopt Ordinance No. 2019-06 setting the City of Edgewood’s millage rate for Fiscal Year 2019/2020 at 5.25 mills which represents a 13.37 percent increase over the roll-back rate of 4.6308 mills”.***

*Second by Council Member Fortini*

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

<i>Council Member Rader</i>	<i>- Yes</i>
<i>Council Member Pierce</i>	<i>- Yes</i>
<i>Council Member Chotas</i>	<i>- Yes</i>
<i>Council Member Fortini</i>	<i>- Yes</i>
<i>Council President Horn</i>	<i>- Yes</i>

**2. Public Hearing/Adoption of the Budget – FY 2019/2020**

**RESOLUTION NO. 2019-03** - A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2019/2020, BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith read Resolution 2019-03 in title only. City Clerk Meeks noted that the Budget was prepared based on 5.250 mills, as requested by Council

*Council Member Fortini made the following Motion:*

***“I move to adopt Resolution No. 2019-03 adopting the City of Edgewood’s budget for fiscal year 2019/2020”.***

Prior to rollcall vote, City Clerk Meeks noted that there are no public comments because there was no one in attendance other than Council and staff.

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

- Council Member Fortini - Yes*
- Council Member Chotas - Yes*
- Council Member Pierce - Yes*
- Council Member Rader - Yes*
- Council President Horn - Yes*

**ORDINANCES – FIRST READING**

1. **ORDINANCE 2019-08** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA AMENDING CHAPTER 134 – “ZONING” BY CLARIFYING LOCATION STANDARDS FOR ACCESSORY STRUCTURES, INCLUDING SCREEN ENCLOSURES AND POOLS; DEFINING TERMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Smith gave the first reading of Ordinance 2019-08 in title only.

Council Member Rader said Planner Hardgrove’s memo provided him with the clarification he needed and approves of the Ordinance as presented.

*Council Member Rader made the Motion to approve the first reading of Ordinance 2019-08 as presented; Second by Council Member Fortini.*

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

- Council President Horn - Yes*
- Council Member Fortini - Yes*
- Council Member Chotas - Yes*
- Council Member Pierce - Yes*
- Council Member Rader - Yes*

City Clerk Meeks explained the advertising requirements which may result in the Ordinance not making it on the October 15<sup>th</sup> agenda.

Council Member Fortini asked why does the City have to advertise Ordinances. She said the costs are high and no one reads the legal ads. City Attorney Smith explained that advertising is required by Florida Statute.

Reference was made regarding service days at Discovery Church and the request of the proposed new Church to hold services on Tuesday evening. Chief Freeburg said he learned that the proposed Church has decided not to pursue the purchase of Discovery Church.

Council Member Rader referenced the meeting regarding the planned development on Holden Avenue, that took place on September 24, 2019 in City Hall. He said that the meeting was held with Toll Brothers (builder) and Bavaria (Kal Huessein). Council Member Rader said that what they presented was similar to the previous development plan except they added two lots.

Mayor Dowless referenced the Orange County Public School's (OCPS) 10-year Capital Improvement Plan (CIP) he received. City Clerk Meeks said she has a meeting scheduled with an OCPS Planner. She said OCPS referenced the meeting as their annual meeting with cities; however, City Clerk Meeks said this is the first request she has received since her tenure began with the City almost nine years ago.

<b>ADJOURNMENT</b>
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Having no further business, the City Council special meeting adjourned at 6:50 p.m.

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Richard A. Horn  
Council President

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

*Approved on*

**\*In advance of the meeting, Council Member Pierce signed Ordinance 2019-06 and Resolution 2019-03; contingent upon the approval of Council.\***

**ORDINANCE NO. 2019-03**

**AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, TO AMEND THE FUTURE LAND USE MAP OF THE EDGEWOOD COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE DESIGNATION FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL ON APPROXIMATELY .28 ACRES LOCATED AT 302 MANDALAY ROAD; FINDING THAT SUCH CHANGE IN THE FUTURE LAND USE MAP IS A SMALL SCALE AMENDMENT UNDER SECTION 163.3187, *FLORIDA STATUTES*; PROVIDING FOR FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Edgewood is committed to planning and managing the future growth and redevelopment of the City; and

**WHEREAS**, the City of Edgewood has the authority to amend its Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes; and

**WHEREAS**, the City Council of Edgewood desires to adopt an amendment to the Comprehensive Plan, Future Land Use Map, to guide and control the future development of the City and to preserve, promote and protect the public's health, safety and welfare; and

**WHEREAS**, the property satisfies the criteria for a small scale amendment under Section 163.3187, Florida Statutes; and

**WHEREAS**, the amendment to the Comprehensive Plan, Future Land Use Map contemplated herein involves fewer than ten acres; and

**WHEREAS**, the cumulative annual aggregate acreage of all small scale amendments made to the City of Edgewood Comprehensive Plan, Future Land Use Map does not exceed 120 acres; and

**WHEREAS**, the City of Edgewood's Planning and Zoning Commission, as the City's local planning agency, held a public hearing to consider this amendment to the Future Land Use Map of the Future Land Use Plan Element of the City of Edgewood Comprehensive Plan; and

**WHEREAS**, the City Council as the City's governing body, held a public hearing for adoption to consider the amendment to the City of Edgewood Comprehensive Plan in accordance with the controlling provisions of State law; and

**WHEREAS**, the City of Edgewood has complied with all requirements and procedures of Florida law in processing this small scale amendment to the City of Edgewood Comprehensive Plan.

**WHEREAS**, the City Council of the City of Edgewood hereby finds and determines that this Ordinance is internally consistent with the goals, objectives and policies of the City of Edgewood Comprehensive Plan and other controlling law to include, but not limited to, Chapter 163, Florida Statutes, and the provisions of the State Comprehensive Plan as codified at Chapter 187, Florida Statutes.

**NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA, AS FOLLOWS:**

**Section 1:** The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Edgewood.

**Section 2:** Small Scale Comprehensive Plan Amendment – Future Land Use Map:

Ordinances adopting and amending the Comprehensive Plan of the City of Edgewood, Florida, be, are hereby amended to designate that property located at 302 Mandalay Road and more particularly described as:

LOT 2, BLOCK C OF THE OAK LYNN SUBDIVISION,  
ACCORDING TO THE PLAT THEREOF, RECORDED  
IN PLAT BOOK W, PAGE 97, OF THE PUBLIC  
RECORDS OF ORANGE COUNTY, FLORIDA, LESS  
ROAD RIGHT-OF-WAY LYING WESTERLY OF THE  
SUBJECT PROPERTY; AND TOGETHER WITH THAT  
PORTION OF THE WESTERLY ½ OF VACATED  
ROAD RIGHT-OF-WAY LYING EASTERLY OF  
SUBJECT PROPERTY

with Tax Parcel Identification Numbers: 13-23-29-6056-03-020, as Commercial on the Future Land Map in accordance with the Amended Future Land Map attached hereto as Exhibit “A” and incorporated herein.

**Section 3:** The City Clerk is hereby directed to transmit a copy of this amendment of the Comprehensive Plan to the State Land Planning Agency.

**Section 4:** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 5:** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance, it being the

legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

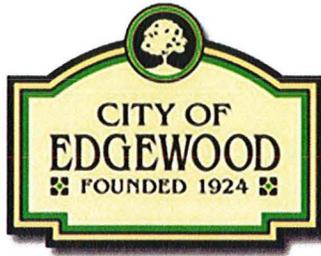
**Section 6 :** This Ordinance and small scale amendment shall become effective 31 days after adoption. If challenged within 30 days after adoption, said amendment shall not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining the adopted small scale amendment is in compliance, pursuant to *Florida Statute* 163.3187(3)(c).

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by the City Council of the City of Edgewood, Florida.

\_\_\_\_\_  
Richard A. Horn, Council President  
City of Edgewood

Attest:

\_\_\_\_\_  
Bea Meeks, City Clerk  
City of Edgewood



**TO:** Bea Meeks, City Clerk  
**CC:** City Council  
**FROM:** Sandy Riffle, Deputy City Clerk  
**Date:** September 30, 2019  
**SUBJECT:** 302 Mandalay Road – Small Scale Comprehensive Plan Amendment

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The following information received by City Hall is included in your agenda package for review.

- **Ordinance 2019-03** – Small Scale Comprehensive Plan Amendment for the property located at 302 Mandalay Road

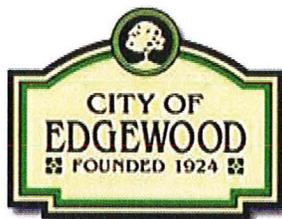
The following information received by City Hall is included in your agenda package for review.

- City Planner report from Ellen Hardgrove, dated July 29, 2019.
- Ordinance No. 2019-03 – Amend the Future Land Use Map (FLUM) of the Edgewood Comprehensive Plan.
- Comprehensive Plan Amendment Application, dated July 12, 2019.
- Narrative for proposed amendment from FEG, date stamped July 29, 2019.
- Letters of objection. As of the date of this memo, 32 letters have been received at City Hall in objection to the rezoning from residential to commercial use. As sample letter of objection and organizational letter are provided for your review.

Notice of Public Hearing was published on Thursday, August 29, 2019 in the Orlando Sentinel, to be followed up with a second notice on Thursday, October 3, 2019. Notice of Public Hearing letters were sent on August 29, 2019 to those property owners within 500 feet of the subject property. There were 65 Notices provided by U.S. Mail and public notice was posted on the property.

Discussion amongst the Board, before the motion was made included that this property cannot be compared to the commercial uses across Orange Avenue. The ECD would provide some protection to the neighborhood, but the abutting properties to the east and south are residential.

***Board Member Gragg made the motion to recommend denial due to the uses on the east, south and west sides of the property; second by Board Member Kreidt. Motion passed (5/0).***



Date: July 29, 2019

To: Local Planning Agency/Planning & Zoning Board

From: Ellen Hardgrove, City Planning Consultant

XC: Sandy Riffle, Deputy City Clerk

Bea Meeks, City Clerk

Drew Smith, City Attorney

Allen Lane, CPH Engineering, City Engineering Consultant

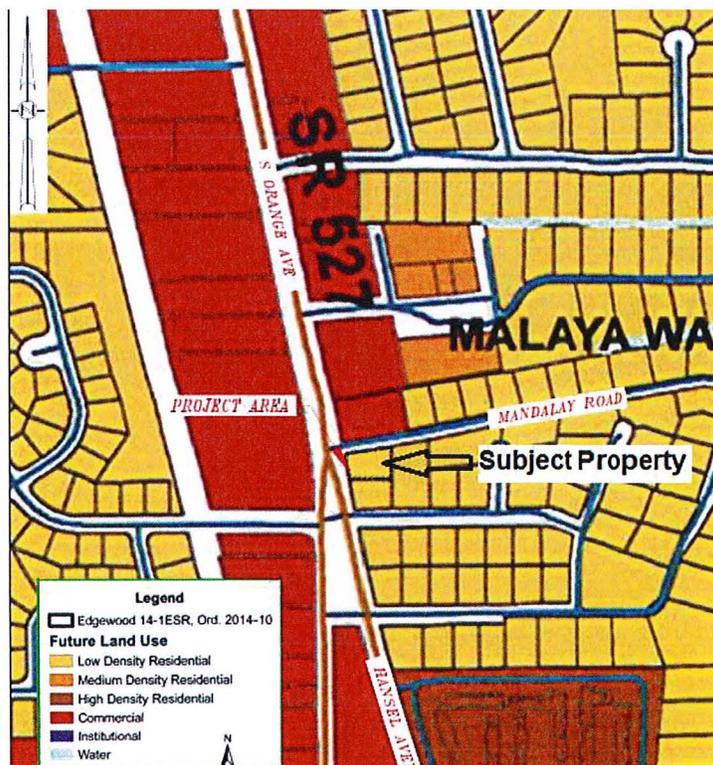
Re: Comprehensive Plan Amendment Low Density Residential to Commercial at 302 Mandalay Road; Applicant: Jose A. Neto, represented by Sam Sebaali, FEG, Inc.

### Introduction

This is a request to change the future land use designation from Low Density Residential to Commercial for property located at the southeast corner of Hansel Avenue and Mandalay Road; the address is 302 Mandalay Road, also known as Orange County tax parcel 13-23-29-6056-03-020. The property comprises  $\pm 0.28$  acre and is undeveloped.

Exhibit 1 shows the location of the property as well as the existing future land use designations of the property and surrounding area.

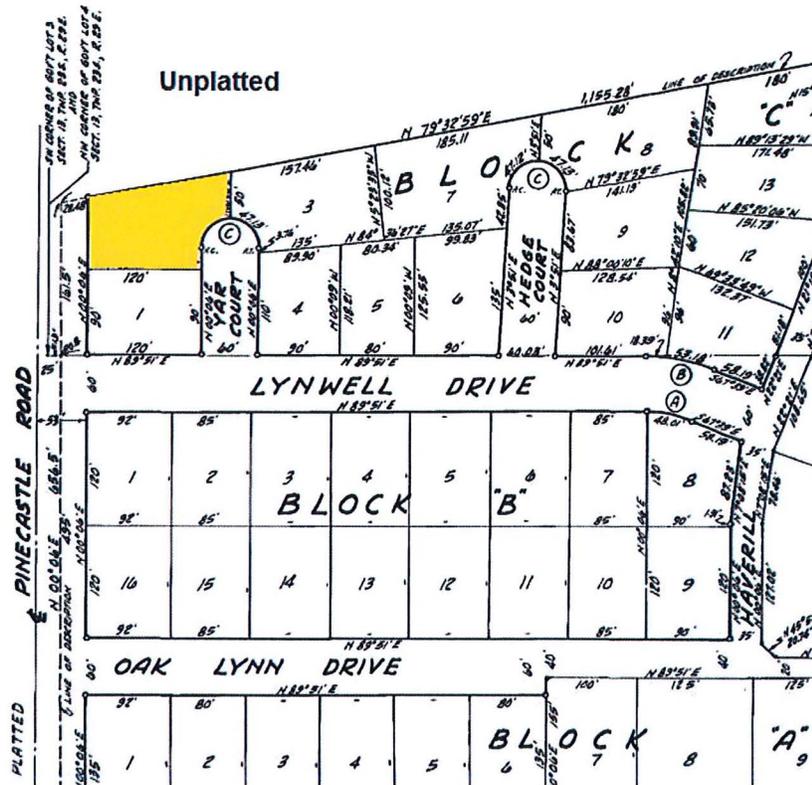
Exhibit 1 – Subject Property Location



Property History

The property is Lot 2, Block C of the Oak Lynn Second Plat and the west ½ of a vacated street (Yar Court) lying east of the lot. The Oak Lynn Second Plat subdivision was approved by the City of Edgewood August 16, 1958; an excerpt from the plat with the subject lot highlighted is shown in Exhibit 2.

Exhibit 2 - Oak Lynn Second Plat (Plat Book W/pg 97)



The majority of the lots created by this subdivision were sold to Sorenson and Fletcher, a Central Florida residential builder, who subsequently sold off the lots. As shown by the plat, the subject lot was intended to be accessed from Yar Court, making construction of a single family home a practical use; however, from title research and City Council minutes, it appears that Lot 2 originally was intended to be used, or was used, as a lift or pump station for the subdivision. The builder sold the lot to Orange Utility Company in April 1961, followed by a sale of the lot to Southern Gulf Utilities in August 1961.

In 1979, the utility company sold the property to Robert and Emily Bramblett. The sale is theorized to have been initiated since the lot no longer was to be used as a utility.

In addition to the theorized use change, the lot has changed in size since platting. At the time of platting, the lot depth from Yar Court was 120 feet. Widening of Hansel Avenue (circa late 1960's) reduced the depth to 94 feet as well as reduced the lot size to below the minimum required for the R1AA zoning district. A variance would have been needed to

construct a single family residence, not only for lot size, but also to create a practical building envelope.

Another change to the practicality of using the lot for a single family residence was the vacation/abandonment of Yar Court in 1981. Although the vacation increased the depth of the lot by 30 feet, a variance still would be necessary to provide a practical building envelope for a home due the width of the new lot front [Hansel Avenue].

In addition to the development limitations due to size, shape and setbacks, the re-orientation of the lot affected the potential use of the lot. The orientation of a structure on the lot would be to either Hansel Avenue, a major arterial road, or a future commercial lot; i.e., the lot on the north side of Mandalay is zoned ECD and has a future land use designation of commercial.

#### Consistency with Comprehensive Plan Policies

Establishing a Commercial future land use designation on the property is consistent with the comprehensive plan policies as listed below.

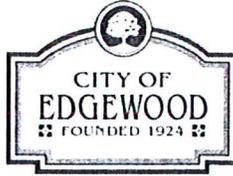
Future Land Use Policy 1.1.3 directs development where sufficient public facilities are available.

Future Land Use Policy 1.1.4 requires compatibility with surrounding existing land uses and with the overall character of the community.

- The map amendment would be consistent with the city's goals of encouraging new businesses/redevelopment along the Orange/Hansel Avenue Corridor.
- A non-residential use of the lot is consistent with the lot on the north side of Mandalay, which already has a Commercial future land use designation.
- The adjacent residential lots are oriented to Lynwell Drive. [Lots 3 and 4 of the Oak Lynn subdivision have always been tied together and oriented to Lynwell.]
- Given that the property will be rezoned to ECD, design standards will be required to ensure compatibility with the adjacent residential uses. The ECD district will require a minimum 25-foot setback and a seven feet high opaque brick wall along the residential property lines with year-round shade trees planted every 40 linear feet. The ECD district allows buildings with maximum three stories/45 feet height; for compatibility the height could be restricted at the time of rezoning. The applicant is proposing a two story building.

#### Staff Recommendation

Approval of a future land use map amendment from Low Density Residential to Commercial on the property at 302 Mandalay Road, known as Orange County tax parcel 13-23-29-6056-03-020, and legally described as Lot 2, Block C of the Oak Lynn Subdivision, according to the plat thereof, recorded in Plat Book W, Page 97, of the Public Records of Orange County, Florida, less road right-of-way lying westerly of the subject property; and together with that portion of the westerly ½ of vacated road right-of-way lying easterly of subject property.



**ORIGINAL  
RECEIVED**  
JUL 12 2019  
CITY OF EDGEWOOD

**CITY OF EDGEWOOD APPLICATION FORM  
COMPREHENSIVE PLAN AMENDMENTS**

**PLEASE CHECK THE APPROPRIATE APPLICATION TYPE BELOW:**

Amendment Type	Applied For	Cost
LARGE-SCALE MAP AMENDMENT		\$2500 + advertising and Pass-Thru Fees Per Ordinance 2013-01
SMALL-SCALE MAP AMENDMENT (10 acres or fewer)		\$1000 + advertising and Pass-Thru Fees Per Ordinance 2013-01
TEXT AMENDMENT Large Scale (\$2500) Small Scale (\$1000)		\$2500/\$1000* + advertising and Pass-Thru Fees Per Ordinance 2013-01

**REQUIRED DOCUMENTS TO ATTACH TO APPLICATION FOR PROPOSED TEXT AMENDMENT**

- 1) Proposed text in a strike-through/underline format identifying the proposed change(s), including applicable element and policy number. Underline text denotes proposed policy language, whereas, strikethrough text denotes proposed deletions to currently adopted policies.
- 2) A description of how the proposed text change will impact availability of and the demand on sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, schools (if the City has adopted school concurrency), and recreation, as appropriate.
- 3) Information regarding the consistency of the proposed text amendment with other goals, objectives and policies of the plan.
- 4) Notarized owner affidavit(s) – see third page of this form.
- 5) Application fee – cash or check made payable to “City of Edgewood.”
- 6) Any additional information that may aid in understanding the proposal, such as a conceptual site plan

**REQUIRED DOCUMENTS TO ATTACH TO APPLICATION FOR PROPOSED FUTURE LAND USE MAP AMENDMENT (add additional pages if necessary):**

- 1) Certified legal description with a boundary sketch signed by a Florida registered surveyor for the specific property proposed to be amended. Certified legal description must include the acreage.
- 2) Illustration subject property’s and adjacent property’s future land use
- 3) Identification on a map of adjacent existing uses
- 4) Environmental Assessment – If there are wetlands on the property, a preliminary environmental assessment is required including a narrative describing the wetland, a table indicating the acreage, and an aerial photograph or map indicating the approximate location and extent of the wetlands on site.
- 5) Attach a statement justifying the need for the requested amendment, including the appropriate data and analysis to support the requested change, illustrating how the amendment is consistent with and furthers various objectives and/or policies of the City’s Comprehensive Plan. The justification should include, but not be limited to, adjacent land use compatibility, availability of sanitary sewer, potable water, stormwater, solid waste, transportation, and recreation facilities and demonstrated need based on population demands and/or market demand. In addition, the maximum development that can occur on

the site under the proposed future land use designation and the anticipated development program under the proposed future land use designation needs to outlined by designation, including the square footage and acreage for each category. If the City has adopted school concurrency, the additional demand on the school facilities shall be provided.

- 6) Notarized owner affidavit(s) – see third page of this form.
- 7) Application fee – cash or check made payable to “City of Edgewood.”
- 8) Any additional information that may aid in understanding the proposal, such as a conceptual site plan

**TYPE or PRINT the following information:**

Owner <u>Jose A. Neto, President</u> of <u>PC-Warriors, LLC</u> Address <u>555 Flower Fields Lane</u> City <u>Orlando</u> State <u>FL</u> Zip Code <u>32824-6153</u>  Phone (H) (    ) _____ (W) ( <u>407</u> ) <u>715-7392</u> (Cell) (    ) _____ (Fax) (    ) _____ E-mail Address <u>joey_net@hotmail.com</u>	Applicant/Agent <u>Jose A. Neto, President</u> of <u>PC-Warriors, LLC</u> Address <u>555 Flower Fields Lane</u> City <u>Orlando</u> State <u>FL</u> Zip Code <u>32824-6153</u>  Phone (H) (    ) _____ (W) ( <u>407</u> ) <u>715-7392</u> (Cell) (    ) _____ (Fax) (    ) _____ E-mail Address <u>joey_net@hotmail.com</u>
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Orange County Tax Roll Parcel Number(s) Involved	Total Acreage of Parcel(s)	Developable Acreage of Parcel(s)	Current Future Land Use Category	Proposed Future Land Use Category
13-23-29-6056-03-020	0.28 +/-	0.28 +/-	Vacant	

<b>CONTACT INFORMATION (NAME, ADDRESS, PHONE NUMBER, FAX AND EMAIL)</b>	
Property owner/applicant	Authorized agent (if not the owner/applicant)

**Staff Use Only:** Application Complete – Yes    Received: Date 7/12/2019 Time 12:00 a.m. / 12:00 p.m.

AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME THIS DAY PERSONALLY APPEARED

Jose A. Neto, President of PC-Warriors, LLC  
Property owner's name, printed

WHO BEING DULY SWORN, DEPOSES AND SAYS THAT:

1. He/she is the owner of the real property legally identified by City of Edgewood Orange County Parcel numbers:  
302 Mandalay Road Orlando FL 32809 Parcel 13-23-29-6056-03-020
2. He/she duly authorizes and designates Sam J. Sebaali, P.E., President of Florida Engineering Group, Inc. to act in his/her behalf for the purposes of seeking a change to the future land use map designation of the real property legally described by the certified legal description that is attached with this amendment request;
3. He/she understands that submittal of a Comprehensive Plan map and/or text amendment application in no way guarantees approval of the proposed amendment;
4. The statements within the Comprehensive Plan map and/or text amendment application are true, complete and accurate;
5. He/she understands that all information within the Comprehensive Plan map and/or text amendment application is subject to verification by county staff;
6. He/she understands that false statements may result in denial of the application; and
7. He/she understands that he/she may be required to provide additional information within a prescribed time period and that failure to provide the information within the prescribed time period may result in the denial of the application.
8. He/she understands that if he/she is one of multiple owners included in this amendment request, and if one parcel is withdrawn from this request, it will constitute withdrawal of the entire amendment application from the current amendment cycle.

Jose A. Neto \_\_\_\_\_ Date 6-27-2019 \_\_\_\_\_  
Property owner's signature

Signed and sworn to (or affirmed) before me on June 27, 2019 by \_\_\_\_\_  
(Date)

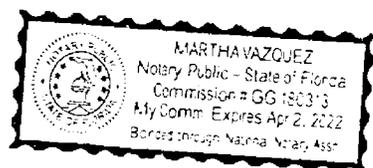
Jose A. Neto \_\_\_\_\_ He/she is personally known to me or has produced  
(Property owner's name)

FL Driver License \_\_\_\_\_ as identification.  
(Driver's license, etc.)

Martha Vazquez \_\_\_\_\_  
Notary public signature

State of Florida County of Orange

My commission expires: April 2, 2022



## COMPREHENSIVE PLAN AMENDMENT & REZONING NARRATIVE

### MANDALAY OFFICE

**302 MANDALAY ROAD, EDGEWOOD**  
**Parcel I.D. No.: 13-23-29-6056-03-020**

**JULY 12, 2019**

This letter provides a narrative for the Comprehensive Plan Amendment and Rezoning requests for the subject site located at 302 Mandalay Road.

The Comprehensive Plan Amendment request is to change the existing Future Land Use (FLU) designation of Low Density Residential (LDR) Commercial (C). The re-zoning request is to change from the existing Zoning of R-1AA to Edgewood Central District (ECD).

This request is being submitted in order to allow development of the site for an office use associated with the owner's computer business, which focuses on cyber security defense. The office use is allowed in the ECD. Specifically, the ECD permits Electronic and Consumer electronics and communication equipment repair and maintenance, retail.

**Project Location:** The project site is located at 302 Mandalay Road within the City of Edgewood and consists of a single land parcel with Parcel ID No. 13-23-29-6056-03-020 according to the Orange County Property Appraiser. The parcel has an area of approximately 0.28 acre. The property fronts Hansel Avenue (SR 527) on the west side and Mandalay Rod on the north side.

**Existing and Surrounding Land Uses:** The site has an existing FLU designation of Low Density Residential (LDR). The surrounding FLU designations include LDR to the east and south sides and Commercial to the north and west sides. With exception of 5 parcels (including this parcel) along the Orange Avenue/Hansel Avenue corridor (SR 527), which have a FLU designation of LDR, all of the parcels along the Orange Avenue/Hansel Avenue corridor have a FLU designation of Commercial (C).

**Existing and Surrounding Zoning:** The existing site is Zoned R-1AA. The surrounding Zoning includes C-1 to the north, R-1AA to the east, C-3 to the west, and R-1AA to the south. With exception of 5 parcels (including this parcel) along the Orange Avenue/Hansel Avenue (SR 527) corridor, which have a Zoning designation of R-1AA, all of the parcels along the Orange Avenue/Hansel Avenue corridor have a Zoning designations of C-1, C-2, C-3, P-O, and R-3. The predominant zoning designations are C-1 and C-3.

**Existing Use:** The subject property is currently a vacant residential lot. The site is accessed from the north via Mandalay Road. There is an existing single-family residence on the east side of the development, a single-family residence on the south side, a vacant commercial lot on the north side across Mandalay Road R.O.W., and various commercial use facilities on the west side across the SR 527 R.O.W. Given the site frontage along Hansel Avenue, which is Principal Arterial, it is not well suited for residential development.

**Proposed Operation:** PC-Warriors, the owner of the property, is a cyber-security consulting company that provides product and consulting services to companies and individuals in Central Florida and other markets. The subject site will act as PC-Warriors' office in Central Florida. PC-Warriors intends to relocate their current operations from the City of Orlando to this property in the City of Edgewood.

**Compatibility with Surrounding Uses:** As stated previously, the entire Orange Avenue/Hansel Avenue (SR 527) corridor, except for 5 parcels, is predominantly zoned commercial with uses consisting mainly of retail and office. The proposed re-zoning to ECD would allow development of the site consistent with the uses along the SR 527 corridor.

The proposed development abuts similar service uses to the C-1 Retail Commercial District on the north side and the C-3 Wholesale Commercial District on the west side of the subject site.

Residential uses are located to the east and south. The proposed development will provide a transitional use, which would buffer the residential uses on the east side from the Principal Arterial and commercial uses to the west.

In 2018, the City of Edgewood created the ECD with the primary intent to beautify the SR527 corridor and identified SR 527 redevelopment as the primary growth issue facing the City. The ECD promulgated design guidelines and strategies that will improve and revitalize the SR 527 corridor. The proposed re-zoning and development would be consistent with the ECD.

As such, the residential uses to the east will also be buffered from development on this site by a proposed 7-foot high opaque wall as seen on the included concept plan. Landscaping will be proposed on the south side to screen the proposed development from the residential neighbor to the south.

**Anticipated Traffic Impact:** The proposed office development will have minimum impacts on the surrounding roadway segments. With an anticipated maximum development of approximately 3,472 SF of office space, the traffic generated will be as low as 5 peak hour trips (based on the General Office Land Use 710 of the ITE).

**Consistency with Comprehensive Plan:**

This request is consistent with the Future Land Use Element Policies as follows:

**Policy 1.1.3** - The request is consistent with Policy 1.1.3 since the subject site has access to water and sewer facilities and the public facility providers have adequate capacity available for serving the proposed commercial development.

**Policy 1.1.4** - The request is consistent with Policy 1.1.4 since the proposed new development is compatible with the surrounding trend of commercial development along with the central commercial corridor in the City. The proposed office development will include adequate buffers to further reduce the impact of surrounding less intensive uses. Also, the proposed use is a transitional use between the commercial development to the west and north sides and the residential development to the south and east sides.

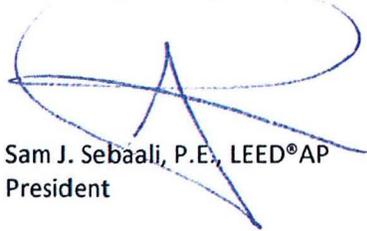
**Policy 1.1.6** – The request is consistent with Policy 1.1.6 for the proposed Commercial development, since the proposed development is anticipated to have less than a 0.30 F.A.R. (floor area ratio), which is less than the allowable 0.50 F.A.R. for Commercial FLU.

**Policy 4.7.1 and Policy 4.7.4** – The request is consistent with Policies 4.7.1 and 4.7.4, since the subject site is planned to include a storm water management system consistent with the ECD design guidelines and SJRWMD requirements. As such, the storm water runoff flow rates and velocities will be at or less than levels that existed prior to development. In addition, project-related land clearing, grading, and site construction activities will not have affect water quality conditions in the receiving surface water bodies nor any impact to wetlands. Also, there will be no increases to stormwater-conveyed pollutant loadings as compared to predevelopment conditions.

Please do not hesitate to contact me should you have any questions or need additional clarification regarding this request. I can be reached by phone at 407-895-0324 or by email at [SSebaali@feg-inc.us](mailto:SSebaali@feg-inc.us).

Sincerely,

Florida Engineering Group, Inc.



Sam J. Sebaali, P.E., LEED®AP  
President

cc: Jose A. Neto, PC-Warriors LLC



5127 S. Orange Avenue, Suite  
200 Orlando, FL 32809  
Phone: 407-895-0324  
Fax: 407-895-0325



Dear Neighbors,

Attached is a letter a number of your neighbors on Mandalay Rd. plan to send to Edgewood Mayor, Mr. John Dowless over the next few weeks. As per the attached letter, we are opposed to changing the zoning of the property at 302 Mandalay from residential to commercial. (This property is located on the south corner of Mandalay and Orange Avenue as you enter Mandalay Rd.) The owner is pursuing a rezoning to commercial property so that he can place a Cyber Security store on the corner. Additional details can be found in the subject letter. We are opposed to the rezoning of this property in our residential neighborhood for the reasons outlined in this letter.

We would appreciate your consideration in sending this letter or a similar letter to the Mayor if you oppose this change to our residential neighborhood. Feel free to sign and submit this letter or copy sections to your own personal letter if you so choose. If you would like an electronic copy of this letter to customize it, please email Tina Baker at [Tbaker2533@att.net](mailto:Tbaker2533@att.net). We are concerned that if this rezoning is approved, other neighborhoods could be susceptible to future commercial rezoning considerations which, in our opinion, would not be in the best interest of our property values and our neighborhood.

Finally, on Friday, July 12, the property owner put in his request to rezone the property with City Hall. The Planning and Rezoning meeting to review this request (before it goes in front of the Town Council for a vote) is set for August 12 at 6:30pm at Edgewood City Hall. We encourage you to attend this meeting to express your opposition and stop this rezoning request before it gets to the Town Council for a vote.

Thank you for your consideration.

Sincerely,

Your Mandalay Road Neighborhood

RECEIVED  
JUL 26 2019  
CITY OF EDGEWOOD

July 16, 2019

RECEIVED  
JUL 17 2019  
CITY OF EDGEWOOD

The Honorable John Dowless  
405 Bagshaw Way  
Edgewood, FL 32809

Re: Opposition to Rezoning of 302 Mandalay Road, Edgewood, FL 32809

Dear Mayor Dowless:

I write today to voice my opposition to the proposed rezoning of the property located at 302 Mandalay Road in Edgewood and commercial development into a Cyber Security Store. Besides the rezoning, I have also learned that although the property is adjacent to Orange Avenue, parking would be accessible through the residential Mandalay Road. Please be advised that, although this proposal is not yet before the Planning and Zoning Board or the City Council, I intend to voice my opposition to it at every available public meeting. In support of my opposition, I have discovered the following issues with the rezoning and potential commercial development which I would like to call to your and the Council's attention.

First, this rezoning would be contrary to the express intent of the City's comprehensive plan due to the lack of compatibility with its Future Land Use Map, last adopted in January of 2015. All along Orange Avenue within the confines of Edgewood, the Planning and Zoning Department and the City Council have recognized in its FLUM that the property in question is part of a residential community. Almost the entirety of the property which is adjacent to Orange Avenue is zoned commercial, except for these few lots near Mandalay Road which are residential in nature. Deviating from this planned course of action would be contrary to the City's plans and contrary to good sense.

In addition, this rezoning would conflict with the City's policies also set forth in its comprehensive plan. This includes policy 1.1.6: "Development orders shall only be approved consistent with the adopted Future Land Use Map." However, it would also conflict with the City's transportation goals by adding considerably to traffic on a residential street and at a dangerous intersection without a traffic control device. In addition, the comprehensive plan states that the City's commercial districts have already been fully developed and that there is no need for further commercial development and that that element should be maintained at current levels. Instead, the City anticipates additional housing needs—at the time that the Comprehensive Plan was put together—of an additional 290 homes in 2020 from 2012 levels. Rezoning a residential lot to commercial, adding commercial development to create further hazards at an already dangerous intersection and traffic to residential streets, and depleting the already small amount of residential property available are all detrimental to the good of the City and in opposition to its comprehensive plan.

Please know that, as a resident of Edgewood, I plan to voice my opposition to this plan at every stage of the local government process. I have already consulted with other neighbors who have ensured me of their support in opposing this request, who may also have sent you letters. Please help maintain the residential character of this area by denying the request to rezone 302 Mandalay Road from residential to commercial, and help maintain the unique character of Edgewood that has contributed to our mutual desire to make this city our mutual home.

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**ORDINANCE NO. 2019-09**

**AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA  
AMENDING CHAPTER 14-11 REGARDING RULES AND  
REGULATIONS FOR BOAT DOCK CONSTRUCTION; PROVIDING  
FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING  
FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Edgewood Code of Ordinances includes rules and regulations as to where and how boat docks may be constructed; and

**WHEREAS**, City staff has recommended amendments to certain regulations regarding boat dock construction; and

**WHEREAS**, the Planning and Zoning Board has reviewed this Ordinance and recommended to the City Council approval of same; and

**WHEREAS**, the City Council finds the amendments contained herein are reasonable and appropriate and in the best interest of the health, safety, and welfare of the residents of the City of Edgewood; and

**WHEREAS**, deletions are identified herein by ~~striketrough~~, additions are identified by underscore and portions of the Code remaining unchanged which are not reprinted here are identified by ellipses \*\*\*).

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA as follows:**

**Section 1:** The recitals set forth above are hereby adopted as findings of the City Council.

**Section 2:** Section 14-11, "Boat dock construction rules and regulations" is hereby amended to read as follows:

Sec. 14-11. - Boat dock construction rules and regulations.

(a) Applications submitted shall include all of the following:

- (1) The name of the lake or water body.
- (2) An arrow indicating the northerly direction.
- (3) All drawings must be drawn at a standard engineering scale, and the drawings must indicate the scale to which the plans are prepared.
- (4) A sealed drawing showing the dimensions of the subject property, location of any buildings and easements on the property, and the length and location of the proposed boat dock (length shall be measured from the normal high water line).

- 45 (5) The exact distance between the existing shoreline; at the point where the dock is to be  
46 constructed; and a permanent object or structure (e.g., house, tree) to be used as a  
47 reference point.
- 48 (6) The exact distance of setbacks from adjacent property lines, and an approximation of  
49 the distance from the closest boat dock on each side of the property.
- 50 (7) The floor elevation of the proposed boat dock, and the floor and roof elevation of any  
51 boathouse or any other structure connected to the dock.
- 52 (8) Depth of water at end of proposed dock.
- 53 (9) A survey prepared by a Florida registered surveyor and mapper of the property showing  
54 the normal high water line as established by Orange County and the proposed dock, to  
55 scale, with the length, orientation and setbacks as established by this article.
- 56 (10) Width of the waterway or canal at the location of the proposed dock, if said water body  
57 or canal is less than 200 feet in width (all measurements to be taken from the normal  
58 high water line).
- 59 (11) The original signature(s) of the property owner(s) upon which the upland portion of the  
60 dock is to be constructed.
- 61 (12) The original signature(s) of the applicant(s), if the applicant is not the property owner.
- 62 (13) A statement indicating whether docks are located on abutting properties.
- 63 (14) Applicants may submit the following information with their applications:
- 64 a. A request for a variance under this article.
- 65 b. Notarized, original, and signed letters of no objection from the abutting shoreline  
66 property owners, when applicable. The letters of no objection must identify the site  
67 plan and construction plan for the proposed dock, and a copy of the site plan and  
68 construction plan must be attached to the letter submitted to the city.
- 69 (b) To obtain a dock construction permit, the following criteria, at a minimum, must be  
70 satisfied:
- 71 (1) *Minimum side setbacks—Lake and canal properties.* Boat docks and associated  
72 structures shall have a minimum side setback of ten feet from the projected property  
73 line of abutting shoreline owners. If the side setback is less than 15 feet, then the  
74 applicant shall submit notarized, original, signed letters of no objection from the  
75 abutting shoreline property owners. The letter of no objection must identify the site plan  
76 and construction plan for the proposed dock, and a copy of the site plan and  
77 construction plan must be attached to the letter submitted to the city. For purposes of  
78 this determination, and in the absence of property lines that already project into the  
79 water body, the projected property line of abutting shoreline owners shall be construed  
80 to mean a line projecting from the shoreline into the water 90 degrees from the abutting  
81 property owner's shoreline.
- 82 (2) ~~*Minimum rear setback—Canal properties.* Boat docks and associated structures shall~~  
83 ~~have a minimum setback of 25 feet from the abutting rear property lines of property~~  
84 ~~owners on the opposite shoreline of any canal. [Reserved]~~

- 85 (3) *Length of boat docks.* The maximum permitted length of boat docks and other structures  
86 which shall include walkways, boat house and terminal platforms shall not exceed 65  
87 feet as measured from the normal high water line as established by Orange County,  
88 Florida, as marked by a registered surveyor and mapper, unless a variance is secured  
89 from the city council. No dock on a canal or otherwise shall extend waterward of the  
90 mean or ordinary high water line more than 25 percent of the width of the water body at  
91 the location of the dock. This is to assure that other property owners will retain their  
92 rights or reasonable use of, and access to, the lake.
- 93 (4) *Enclosed structures.* Other than for repair or reconstruction of existing structures, no  
94 structures having enclosed sidewalls are permitted. Enclosed shall be defined as, by way  
95 of example but not by limitation, screen houses, chain link fencing, lattice fencing and  
96 any form of paneling. In the case of existing enclosed structures or grandfathered  
97 structures, reconstruction, renovation, and repair shall be permitted as long as the  
98 footprint of the existing structures is maintained, the structure is not expanded as  
99 documented by the applicant, and adjacent property owners consent thereto in writing.  
100 Examples of such documentation may include but not be limited to surveys, photographs,  
101 contractors', engineers', or site plans.
- 102 (5) *Height of boat docks.* The minimum height of boat docks shall place them one foot  
103 above normal high water elevation of the applicable lake as established by Orange  
104 County. The maximum height shall be 13 feet above the normal high water line of the  
105 applicable lake.
- 106 (6) *Square footage of boat docks.* No boat dock shall exceed 1,000 square feet in total area.  
107 The total area of the dock is that portion of the dock lying waterward of the normal high  
108 water line of the applicable lake or water body.
- 109 (7) *Docks prohibited in easements.* No work shall be within areas which are legal  
110 easements for ingress or egress, drainage, or utilities.
- 111 (8) Construction of more than one dock per residential lot is not permitted. However, one  
112 dock may be permitted on each water body to which a residential lot has frontage if  
113 there is no navigable connection between the water bodies.
- 114 (9) Under no circumstances shall a boat dock be utilized for residential purposes.
- 115 (c) *Application procedures.*
- 116 (1) The boat dock application, a permit fee, three site plans and three sets of engineered  
117 construction plans, and any other documents as set forth above shall be submitted to the  
118 city clerk's office. Any question regarding the boat dock application will be answered  
119 by that department, the city engineer, or city building official. The city clerk shall  
120 forward the application and all pertinent documents to the city engineer for his/her  
121 review and recommendation. Unless a variance from the provisions hereof is requested  
122 or required, the city engineer is authorized to approve such applications meeting the  
123 requirements of this article following the receipt of a complete application.
- 124 (2) Notices to neighboring shoreline property owners. Upon receiving the application, the  
125 clerk shall send notices by first-class mail to the owners of the properties abutting the  
126 property, other property owners who could be affected by the new dock because of any  
127 unusual configuration of the shoreline as determined by the city engineer or designee,

128 and any other shoreline property owners within 300 feet of the property on which the  
129 dock is to be located. All such notices shall require that written comments on the  
130 proposed boat docks be sent to the clerk within 15 calendar days from the date such  
131 notices are sent. If no written objections are returned by property owners receiving  
132 notice, such owners shall be deemed to have given consent and to have waived their  
133 right to object to the construction of the dock. If notices sent by first-class mail to  
134 nearby properties are returned to the city, or if the city has reason to believe that the  
135 notice is undeliverable as addressed, the city shall use its best efforts to determine the  
136 current address of any neighboring property owners entitled to notice herein and shall  
137 use its best efforts to notify such current neighboring property owners of the proposed  
138 dock.

139 (3) Approval by the city engineer. The city engineer is authorized to approve such  
140 applications after 15 calendar days from the date notices are sent so long as the  
141 minimum criteria are met and the application is complete in all other respects pursuant  
142 to this article.

143 a. Appeal of city engineer's decision. The applicant or any person entitled to notice  
144 under this article may appeal a decision of the city engineer regarding the  
145 interpretation of the contents of the application or the minimum criteria set forth in  
146 this section. City council shall consider such appeal at its next available regularly  
147 scheduled meeting.

148 (4) Decision by city council. The city engineer is not authorized to approve any  
149 applications where there are objections from any shoreline property owner within 300  
150 feet of the property or other property owner entitled to notice under subsection (2)  
151 above, or where the city engineer or building official, in his or her discretion, believes  
152 the application should be decided by city council. When an application for a boat dock  
153 must be decided by city council, the applicant shall submit a total of nine site plans and  
154 three sets of engineered construction plans to the city clerk's office.

155 a. When city council must decide the application for a boat dock, city council shall  
156 approve, deny, or approve with conditions the application to construct the boat  
157 dock at its next available regularly scheduled meeting. Notices of the hearing  
158 before city council shall be sent to the applicant and any person entitled to notice  
159 under this article. In determining whether to approve, deny, or approve with  
160 conditions the application, city council shall determine whether the application has  
161 been satisfactorily completed and whether the minimum criteria set forth above for  
162 issuance of the dock permit have been met. In addition, city council shall apply the  
163 following criteria:

- 164 1. Possible obstruction to navigability;
- 165 2. Unreasonable impairment of lake view visibility from abutting properties;
- 166 3. Hazardous or safety conditions; and
- 167 4. Whether the proposed structure unreasonably interferes with the riparian or  
168 littoral rights of other property owners. "Unreasonable interference" shall  
169 include but not be limited to: (a) proximity of docks of abutting property  
170 owners; (b) access for boaters and swimmers; and (c) any unusual

171 configuration of the shoreline which would cause the proposed dock to restrict  
172 access to sections of the waterway.

173 b. The decision of the city council shall be in writing and shall indicate the date of the  
174 decision. Copies of the decision shall be sent by regular mail to the applicant and to  
175 those who previously filed written objections to the application. The decision of  
176 city council shall be final.

177 (d) *Variances.*

178 (1) An application for variance from the requirements of this article shall be made to the  
179 planning and zoning board simultaneous with the submission of the boat dock  
180 application and permit fee. When a variance is requested, the applicant shall also submit  
181 to the city clerk's office nine site plans and three sets of engineered construction plans.  
182 At a minimum, the applicant shall identify the paragraphs of this article from which the  
183 applicant seeks a variance and the extent of the requested variance.

184 (2) To recommend to the city council such variance from the terms of this article, the  
185 following criteria shall be applied to the application:

- 186 a. Average length of other docks in the surrounding 300-foot area;
- 187 b. The reasonable use of the property by the owner;
- 188 c. The effects the dock will have on navigation and safety of boaters;
- 189 d. The overall general welfare of the neighborhood;
- 190 e. Whether special conditions exist such that strict compliance with the provisions of  
191 this article would impose a unique and unnecessary hardship on the applicant;
- 192 f. The effect of the proposed variance on abutting shoreline property owners;
- 193 g. Whether the granting of the variance would be contrary to the intent and purpose  
194 and this article; and
- 195 h. A variance from the maximum length of 65 feet may be granted if it is necessary to  
196 reach a water depth suitable for boating, but in no event shall a dock be extended in  
197 length beyond where the water depth will exceed five feet as measured from the  
198 normal high water elevation.

199 (e) *Compliance checks.* Once a permit has been issued for the construction of a boat dock by  
200 either the city engineer or the city council, the permit holder and/or designated agent must  
201 submit a notice of completion to the city engineer or designee within 30 days of completion  
202 of the construction of the boat dock so that a compliance check may be performed by the  
203 city engineer. The compliance check shall determine if the boat dock was built according to  
204 the permit issued by the city.

205 (f) *Building permit.* Following the approval of a boat dock application, either by the city  
206 engineer or by city council, the applicant is also required to obtain a building permit prior to  
207 commencing construction. In the event electricity is run to the boat dock, the proper  
208 electrical permit must also be obtained. All construction must be commenced, or completed,  
209 or both within the guidelines established by the city. The applicant is responsible for all fees  
210 associated with the procurement of necessary permits.

211 (g) Approval of a boat dock permit by the City of Edgewood will not eliminate the application  
212 of any other government requirements or the necessity for any other governmentally  
213 required permit(s).

214  
215 **Section 3:** Conflicts. All ordinances or parts thereof in conflict herewith are hereby  
216 repealed to the extent of such conflict.  
217

218 **Section 4:** Severability. If any section, paragraph, subsection, sentence, clause, phrase or  
219 portion of this ordinance is for any reason held invalid or unconstitutional by any court of  
220 competent jurisdiction, such portion shall be deemed a separate, distinct, and independent  
221 provision and such holding shall not affect the validity of the remaining portions hereof.  
222

223 **Section 5:** Codification. The provisions of this Ordinance shall be codified as and  
224 become and be made a part of the *Code of Ordinances of the City of Edgewood*. The Sections of  
225 this Ordinance may be renumbered or relettered to accomplish such intention and the word  
226 "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate  
227 word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.  
228

229 **Section 6:** This ordinance shall take effect immediately upon its adoption.  
230

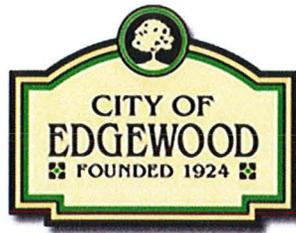
231 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the City  
232 Council of the City of Edgewood, Florida.

233  
234  
235 PASSED ON FIRST READING: \_\_\_\_\_  
236

237 PASSED ON SECOND READING: \_\_\_\_\_  
238

239 \_\_\_\_\_  
240 Richard A. Horn, Council President  
241

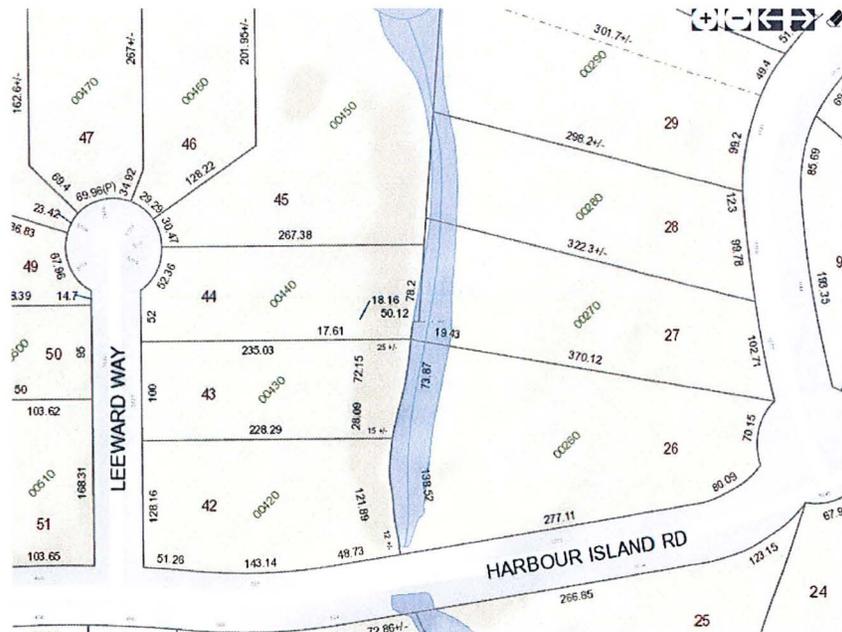
242 *ATTEST:*  
243  
244 \_\_\_\_\_  
245 Bea L. Meeks  
246 City Clerk  
247



Date: August 31, 2019  
To: Planning & Zoning Board  
From: Ellen Hardgrove, City Planning Consultant  
XC: Sandy Riffle, Deputy City Clerk  
Allen Lane, CPH Engineering, City Engineering Consultant  
Bea Meeks, City Clerk  
Drew Smith, City Attorney  
Re: Code change related to dock construction on canals

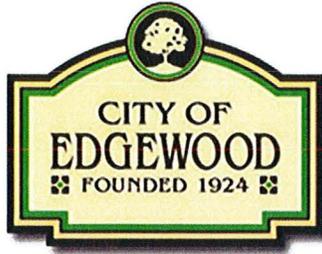
This proposal is to amend the City's Code to eliminate an overly restrictive setback for docks on canal front lots. Per Code Section 14-11.B.2, specifically related to boat dock construction for canal properties, a boat dock and associated structures must be no closer than 25 feet from the abutting rear property line of the lot on the opposite shoreline of the canal. This standard limits the ability of some canal-front properties to have a dock.

An example of where the implementation of the existing standard results in this inability would be Lot 44 in the exhibit below. A dock would not be possible since it would have to be 25 feet back from Lot 27's rear lot line. The end of a dock on Lot 44 meeting the 25 feet setback would be on upland. A similar situation would result for the owner of lots 42 and 43.



The purpose of the canal setbacks should be to preserve the navigability of the canal, which another section of the Code already seems to achieve: Code Section 14-11.B.3 states, "No dock on a canal or otherwise shall extend waterward of the mean or ordinary high water line more than 25 percent of the width of the water body at the location of the dock." Staff recommends the elimination of Code Section 14-11.B.2.

*(2) Minimum rear setback—Canal properties.* Boat docks and associated structures shall have a minimum setback of 25 feet from the abutting rear property lines of property owners on the opposite shoreline of any canal.



**TO:** Bea Meeks, City Clerk  
**CC:** City Council  
**FROM:** Sandy Riffle, Deputy City Clerk  
**Date:** September 30, 2019  
**SUBJECT:** Boat Docks on Canals

---

The following proposed ordinance, regarding lots that back to canals, was reviewed by the Planning and Zoning Board on September 9, 2019.

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA AMENDING CHAPTER 14-11 REGARDING RULES AND REGULATIONS FOR BOAT DOCK CONSTRUCTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

*Board Member Santurri made the motion to approve the proposed Ordinance and amend Chapter 14-11; second by Chair Rayburn. Motion was passed (5/0).*

1  
2  
3 **ORDINANCE NO. 2019-04**

4 **AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA,**  
5 **RELATING TO TREES; AMENDING CHAPTERS 50 AND 130 OF THE**  
6 **CITY OF EDGEWOOD CODE OF ORDINANCES TO CLARIFY AND**  
7 **CONSOLIDATE REQUIREMENTS RELATED TO TREES, SHRUBS, AND**  
8 **PLANTS; AMENDING PROVISIONS RELATED TO MAINTENANCE**  
9 **AND RESPONSIBILITY FOR TREES AND TREE BRANCHES LOCATED**  
10 **WITHIN AND ADJACENT TO RIGHTS-OF-WAY; PROVIDING FOR**  
11 **SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, AND**  
12 **EFFECTIVE DATE**

13 **WHEREAS,** the City Council appreciates the aesthetic and environmental value of trees  
14 and vegetation within the City; and

15  
16 **WHEREAS,** the City Council also recognizes trees and vegetation require proper  
17 maintenance and care; and

18  
19 **WHEREAS,** the City Council finds that when trees located adjacent to or within rights-  
20 of-way are not properly maintained, such trees or their branches may present safety hazards to  
21 those traveling upon the rights-of-way; and

22  
23 **WHEREAS,** in order to ensure continued proper maintenance of such trees, the City  
24 Council finds it appropriate to clearly delineate the responsibilities related to tree maintenance of  
25 public and private property owners; and

26  
27 **WHEREAS,** the City Council finds the Code of Ordinances contains multiple Sections in  
28 varying locations dealing with planting, care, and removal of trees and vegetation; and

29  
30 **WHEREAS,** in the interest of clarity, the City Council finds it appropriate to consolidate  
31 and clarify the existing provisions.

32  
33 **NOW THEREFORE, BE IT ENACTED BY THE CITY OF EDGEWOOD,**  
34 **FLORIDA:**

35  
36 **SECTION 1: Amendment of Existing Code:** The Edgewood City Code is hereby amended as  
37 follows (note: underlined text indicates additions to the Code, ~~strikethrough~~ text indicates deletions,  
38 and ellipses (\*\*\*) indicate portions of Code that remain unchanged and are not reprinted here):

39  
40 **ARTICLE IV. ~~TREES~~**

41 **Sec. 50-109. ~~Injury and destruction of trees.~~**

42 ~~No one shall willfully injure or destroy any tree or shrub located on or in any public right-of-~~  
43 ~~way, park or public property within the city.~~

44 **Sec. ~~50-110. Planting shrubbery and trees at intersections prohibited.~~**

45 (a) ~~No person shall plant any shrubbery or trees within the area formed by the property lines of~~  
46 ~~the intersecting streets for a distance of 25 feet from their intersection with one another, which~~  
47 ~~shrubbery or trees reach a height of more than 2½ feet.~~

48 (b) ~~It shall be the duty of any owner of property lying within this area to keep existing shrubbery~~  
49 ~~and trees cut to a height of less than 2½ feet above the pavement.~~

50 **Sec. ~~50-111. Tree planting, maintaining, and removal permits required for public rights-~~**  
51 **~~of-way and public property; fallen trees on public rights-of-way and public property.~~**

52 (a) ~~*Planting trees.* No tree, shrub, or plant shall be planted within any right-of-way of the city~~  
53 ~~without first obtaining a permit from the city. There will be no charge for such a permit. The~~  
54 ~~permittee shall submit with the application for permit a site plan showing where the tree, plant,~~  
55 ~~or shrub will be planted, the spacing between trees or plants, if applicable, and the species~~  
56 ~~proposed to be planted. The city official shall approve of such plan before the permit may be~~  
57 ~~granted.~~

58 (b) ~~*Maintaining trees.* Upkeep, trimming, and maintenance of all trees, shrubs, or plants on any~~  
59 ~~right of-way which abut private property shall be the responsibility of the private property~~  
60 ~~owner between the property line and the curb of the street, except that the city shall be~~  
61 ~~responsible for trimming and maintaining portions of trees on the street side so as to allow~~  
62 ~~clearance for vehicles. When any maintenance or trimming of trees in any rights-of-way is~~  
63 ~~necessary to afford clearance for wires or cables, it shall be the responsibility of a public utility~~  
64 ~~company to trim and maintain said trees after seeking a permit for same from the city. It shall~~  
65 ~~be unlawful for any person to maintain any tree, shrub, or plant within any right-of-way of the~~  
66 ~~city in such a manner that will damage or constitute a hazard to any street, sidewalk curb,~~  
67 ~~driveway, drainage, water line, sewer line or any other public utility.~~

68 (c) ~~*Removing trees.* No tree shall be removed from any public right of-way without first~~  
69 ~~obtaining a tree removal permit. The city official may, in some instances, recommend that the~~  
70 ~~city share the costs for removal of said trees, such costs to be approved by city council.~~

71 (d) ~~*Removing fallen trees.* The city shall be responsible for removing any fallen tree planted in~~  
72 ~~the right-of-way upon being notified of same, a tree planted on private property which falls~~  
73 ~~on any right-of-way shall be removed by the property owner within a reasonable period of~~  
74 ~~time, not to exceed 60 days or sooner if the city deems necessary to protect public safety. If~~  
75 ~~said fallen tree is not removed within the designated periods of time, the city may remove it~~  
76 ~~and assess costs for removal to the property owner. In the event any tree falls such that a~~  
77 ~~substantial portion of the tree interferes with traffic, the city shall be responsible for removal~~  
78 ~~of the portion of the tree which has fallen in the city right-of-way.~~

79 (e) ~~*Permit required.* No tree planting, removal, surgery, cavity filling, trimming or spraying~~  
80 ~~shall be done on any tree or shrub within any public right-of-way or on any property owned~~  
81 ~~by the city without first obtaining permit for such work from the mayor or his or her designee.~~  
82 ~~The city shall require the applicant to provide a certified arborists report supporting the~~  
83 ~~removal of the tree prior to issuance of a permit for the removal of any tree located within the~~  
84 ~~public right-of-way. There shall be no charge for such a permit. No tree or shrub shall be~~  
85 ~~trimmed by or under the direction of any public utility company to afford clearance for wires~~

86 or cables or for any other purpose without possession of such a permit. Such a permit shall be  
87 granted upon a showing that public safety will not be endangered.

88 **Sec. 130-4. - Care of trees; unlawful removal of or injury to trees.**

89 (a) *Artificial irrigation.* Artificial means of irrigation shall be easily available and used regularly  
90 for every tree as may be required for healthy tree growth and maintenance.

91 (b) *Trees near billboards.* It shall be unlawful for persons or businesses trimming tree growth  
92 away from billboard (off-premises sign) surfaces to remove trees or to trim or cut trees below  
93 the level necessary for survival of the tree.

94 (c) *Fallen trees.* In the event a tree has fallen within the boundaries of a private property because  
95 of an act of God or other damage, ~~such that its trunk has been substantially damaged to the~~  
96 ~~extent that the tree no longer can survive~~, the property owner shall remove said fallen tree  
97 within a reasonable period of time not to exceed 60 days. If a property owner does not remove  
98 a fallen tree within a reasonable period, he or she may be found to be in violation of this  
99 chapter. ~~If the fallen tree poses a safety hazard, the city may remove the tree and assess the~~  
100 ~~costs for such removal to the property owner.~~ No permit is required for removal of fallen trees.

101 (d) *Tree removal permit required.* Except as otherwise provided herein or by Florida Statutes, it  
102 shall be unlawful for any person to, or cause to, to destroy, permanently injure or remove any  
103 existing tree, as defined herein, within the city, without first obtaining a tree removal permit  
104 as required by the provisions of this chapter, or to cause or allow such action to be performed  
105 by an agent.

106 (e) *Unlawful alteration of grade.* It shall be unlawful ~~for any person to, or cause to,~~ place material,  
107 solvents, machinery, temporary soil deposits, or to make any grade changes within six feet of  
108 any tree, or to attach, other than protective wires, braces or other similar, injurious materials  
109 to such tree or to cause or allow such action to be performed by an agent.

110 (f) *Paving around trunk perimeter.* No structure or impervious paving shall be located within a  
111 six-foot radius of the trunk perimeter of any tree. Trees four feet or more in diameter as  
112 measured three feet above actual grade shall require additional space as may be determined.

113 **Sec. 130-10. - Trees, shrubs, and plants-etc., in and adjacent to public rights-of-way.**

114 (a) *Planting trees.* No tree, shrub, or plant shall be planted within any right-of-way of the city  
115 without first obtaining a permit from the city. There will be no charge for such a permit. The  
116 permittee shall submit with the application for permit a site plan showing where the tree, plant,  
117 or shrub will be planted, the spacing between trees or plants, if applicable, and the species  
118 proposed to be planted. The city official shall approve of such plan before the permit may be  
119 granted.

120 (b) *Visibility triangle.* It shall be unlawful to plant on a corner lot any shrubbery or trees which  
121 will grow to a height more than 2 ½ feet within the triangle formed by a line connecting the  
122 two intersecting streets at points 25 feet from the intersection. It shall be the duty of the owner  
123 of such property to keep all shrubbery and trees within the above described triangle cut to a  
124 height no greater than 2 ½ feet.

125 (c) *Maintaining trees, shrubs, and plants.*

126 (1) Upkeep, trim, and maintenance of all trees, shrubs, or plants located between the right-of-  
127 way line and the curb of the street on any right-of-way which abuts private property shall be  
128 the responsibility of the private property-owner of the property immediately abutting the right-  
129 of-wayowner between the line and the curb of the street, except that the city shall be  
130 responsible for trimming and maintaining portions of trees on the street side so as to allow  
131 clearance for vehicles.

132 (2) Property owners shall keep all trees, shrubs, and plants located on their private property  
133 and those for which they are responsible for maintenance pursuant to paragraph (1), above,  
134 trimmed in such a manner that motor vehicle traffic and pedestrian paths on public rights-of-  
135 way are not obstructed.

136 (3) Property owners shall remove any unhealthy, diseased, or dying branches that present a  
137 risk of falling on the right-of-way from any trees located on their private property and those  
138 for which they are responsible pursuant to paragraph (1), above.

139 (4) Property owners shall remove from their private property or from within the right-of-way  
140 between the abutting right-of-way line and the curb of the street any dead or dying trees or  
141 trees that, due to some other condition, present a significant and immediate risk of falling upon  
142 the right-of-way.

143 (5) When the City identifies dead or dying trees or branches that present a significant and  
144 immediate risk of falling on the right-of-way the City shall notify the property owner  
145 responsible for such tree and require removal of such tree or branches within thirty days or  
146 such shorter time as the City deems necessary based on the condition of the trees or  
147 branches. If the private property owner fails to remove the tree or branches within the time  
148 allowed, the City may, in its sole discretion, prosecute the matter as a code violation, remove  
149 any such trees or branches located within the right-of-way and assess the costs to the property  
150 owner responsible, or both.

151 (6) After the City has given notice of a tree or branches that threaten the right-of-way, if the  
152 identified tree or branches fall, the City may, in its sole discretion, remove the fallen tree or  
153 branches from the right-of-way or relocate the fallen tree or branches within the right-of-way  
154 to ensure continued safe passage of vehicular and pedestrian traffic. The City shall assess the  
155 costs of any mitigation undertaken by it to the property owner responsible for maintenance of  
156 the tree. If vehicular and pedestrian traffic is not impaired by the fallen tree or branches or if  
157 the City relocates the fallen tree or branches within the right-of-way, the City shall notify the  
158 property owner responsible and allow the said property owner ten days to remove the fallen  
159 tree or branches. If the property owner fails to remove the fallen tree or branches within such  
160 time, the City may, in its sole discretion, prosecute the matter as a code enforcement action,  
161 remove the fallen trees or branches and assess the costs to the property owner responsible, or  
162 both.

163 (7) In the event the City assesses any costs as provided herein, the City shall mail or hand  
164 deliver a notice of such costs and demand for payment to the property owner responsible with  
165 an invoice detailing such costs. If such invoice is not paid within thirty days, the City shall  
166 institute Code Enforcement proceedings against the property owner responsible.

167 (8) No tree removal permit shall be required for the removal of a tree identified hereunder by  
168 the City as necessitating removal.

169 (9) A private property owner may appeal to the City Council the determination that a tree or  
170 branches require removal.

171 (10) When a tree or branch, whether on private property or upon the right-of-way, for which  
172 the City has given no prior notice to the property owner to remove falls upon the right-of-way,  
173 the City shall be responsible for the removal of that portion of the tree or branch that lies upon  
174 the right-of-way. The City may, in its sole discretion, with the permission of the property  
175 owner remove any portion of the tree or branch that lies upon private property.

176 (11) The provisions of this Section are supplemental to any other rights and authority  
177 possessed by the City and nothing provided herein shall impair or abrogate any authority the  
178 City possesses pursuant to this code or State law to immediately mitigate a dangerous  
179 condition.

180 (12) A private property owner shall utilize a licensed and insured tree maintenance provider  
181 whenever maintenance activity occurs over a public road or street or when maintenance  
182 activity would require the closing of lanes upon a road or street.

183 (c) *Maintenance of trees impacting utilities.* When any maintenance or trimming of trees in any  
184 right-of-way is necessary to afford clearance for wires or cables, it shall be the responsibility  
185 of a public utility company to trim and maintain said trees after seeking a permit for such  
186 trimming and maintenance from the city. It shall be unlawful for any person to maintain any  
187 tree, shrub or plant within any right-of-way of the city in such a manner that will damage or  
188 constitute a hazard to any street, sidewalk, curb, driveway, drainage, water line, sewer line or  
189 any other public utility.

190 (d) *Protection of infrastructure.* It shall be unlawful for any person to maintain any tree, shrub  
191 or plant within any right-of-way of the city in such a manner that will damage or constitute a  
192 hazard to any street, sidewalk, curb, driveway, drainage, water line, sewer line or any other  
193 public utility.

194 ~~(e)~~(c) *Removing trees and shrubs planted in rights-of-way and public property.* Except as otherwise  
195 provided herein, ~~N~~no tree or shrub shall be willfully damaged or removed from any public  
196 right-of-way or other public property by any party other than the City or its employees or  
197 agents, without prior written permission from the City without first obtaining a tree removal  
198 permit. The city official may, in some instances, recommend that the city share the costs for  
199 removal of said trees, such costs to be approved by city council.

200 ~~(d) *Removing fallen trees.* The city shall be responsible for removing any fallen tree planted in~~  
201 ~~the right-of-way upon being notified of such fallen tree. A tree planted on private property~~  
202 ~~which falls on any right-of-way shall be removed by the property owner within a reasonable~~  
203 ~~period of time, not to exceed 60 days, or sooner if the city deems necessary to protect public~~  
204 ~~safety. If said fallen tree is not removed within the designated periods of time, the city may~~  
205 ~~remove the fallen tree and access costs for removal to the property owner, in the event any~~  
206 ~~tree falls such that a substantial portion of the tree interferes with traffic, the city shall be~~  
207 ~~responsible for removal of the portion of the tree which has fallen in the city right-of-way.~~

208 **SECTION 3: Codification:** Section 1 of this Ordinance shall be codified and made part of the  
209 City of Edgewood Code of Ordinances.

210 **SECTION 4: Severability:** It is the intent of the City Council of the City of Edgewood, and is  
211 hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this

212 Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such  
213 invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the  
214 remaining provisions of this Ordinance.

215 **SECTION 5: Effective Date:** This Ordinance shall become effective upon adoption.

216  
217 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the City  
218 Council of the City of Edgewood, Florida.

219  
220 PASSED ON FIRST READING: \_\_\_\_\_

221  
222 PASSED ON SECOND READING: \_\_\_\_\_

223  
224 \_\_\_\_\_  
225 Richard A. Horn, Council President

226  
227 *ATTEST:*  
228  
229 \_\_\_\_\_  
230 Bea L. Meeks  
231 City Clerk

**ORDINANCE NO. 2019-07**

**AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 62 OF THE CODE OF ORDINANCES TO PERMIT HEARINGS BEFORE THE LOCAL HEARING OFFICER OF LOCAL PARKING VIOLATIONS WITHIN THE CITY OF EDGEWOOD; PROVIDING FOR DEFINITIONS; ADOPTING STATE PARKING STATUTES UNDER CHAPTER 316, FLORIDA STATUTES; PROVIDING FOR CIVIL PENALTIES FOR PARKING NEAR A FIRE HYDRANT AND PARKING IN A FIRE LANE; ESTABLISHING PROCEDURES BEFORE THE LOCAL HEARING OFFICER; ESTABLISHING ADMINISTRATIVE COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the current parking ordinance contemplates that all hearings challenging a City of Edgewood parking violation notice shall be conducted before “the appropriate judge or the county court”; and

**WHEREAS**, there is no procedure currently existing within the Clerk of Court for Orange County and the Orange County Court for the Ninth Judicial Circuit to conduct hearings before a county court judge for violations of the City of Edgewood’s parking ordinances; and

**WHEREAS**, Sections 316.008(1)(a), (2), (5), and 316.1967(2)-(5), Florida Statutes, authorize the City of Edgewood to regulate parking within the city limits and extend jurisdiction for the prosecution, trial, adjudication, and punishment of local parking ordinances to the City; and

**WHEREAS**, pursuant to said authority, the City of Edgewood finds it prudent to designate its Local Hearing Officer for violations of the Mark Wandall Traffic Safety Act, as the designated official to hear challenges of local parking violations notices; and

**WHEREAS**, in the interest of the health, safety, and welfare of the public, the current parking ordinance should be amended to include violations for parking too close to a fire hydrant and parking in a fire lane, consistent with Chapter 316, Florida Statutes.

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

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

**SECTION 2.** Chapter 62, Article II, “Stopping, Standing, and Parking,” of the City of Edgewood Code of Ordinances shall be amended as follows:

\* \* \*

Sec. 62-20. – Definitions.

As used in Article II, the following words shall have the meaning indicated unless the context clearly indicates otherwise. All other definitions contained in Section 316.003, Florida Statutes, not in conflict with the definitions in this section shall be applicable and are incorporated by reference.

Local Hearing Officer means the person designated by the city to hear notice of violations under Mark Wandall Traffic Safety Act, Fla. Stat. § 316.0083, and contests of municipal parking violations under this article as provided by Fla. Stat. §§ 316.008(1)(a), (2), (5). The local hearing officer may also be the city’s currently appointed code enforcement board or special magistrate.

Motor vehicle means any self-propelled vehicle in, upon, or by which a person or property is or may be transported or drawn upon a highway, roadway or street, excluding bicycles, mopeds, motorized scooters and vehicles operated upon rails, tracks or guideways.

Park or parking means the halting of a motor vehicle, regardless of whether the vehicle is occupied or in operation, except for the momentary purpose of receiving or discharging passengers or materials.

Stop or stopping means any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic, to comply with the directions of a law enforcement officer, to yield to a funeral procession or emergency vehicle, or to comply with a traffic control sign, signal or device.

\* \* \*

Sec. 62-21. – State parking statutes adopted; issuance of parking violations notices; parking restrictions and prohibitions.

(a) Except as otherwise stated herein, those portions of Chapter 316, Florida Statutes, as now or hereafter amended, being the State Uniform Traffic Control Law, pertaining to the parking of motor vehicles, are hereby adopted by reference as if fully set forth herein. Any violation of these parking statutes is considered a violation of Article II.

- (b) A law enforcement officer, community service officer, traffic infraction enforcement officer, or a parking enforcement specialist who discovers an illegally parked vehicle pursuant to city ordinance or general law may issue a parking violation notification to the driver of the vehicle or, if the vehicle is unattended, may attach such notice a conspicuous place on the vehicle. Each day that a parking violation occurs constitutes a separate offence for which a parking violation notice may be issued.
- (c) The mayor and chief of police are hereby authorized to prohibit or limit parking in the City Hall parking lot when such prohibitions or limitations serve a valid public purpose. Signs or markers clearly indicating any prohibition or limitation established under this section shall be erected and maintained giving notice thereof. When authorized signs are erected as provided herein, it shall be unlawful to park in a manner contrary to such signage.
- (d) It shall be unlawful for any person to park a vehicle on any right-of-way of the city, or in any street other than parallel with the edge of the curb or paved roadway headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the curb or paved edge of the roadway, except:
- (1) Upon those portions of streets which have been marked or signed for angle parking, vehicles shall be parked at the angle to the curb indicated by such mark or signs with the right front wheel against the curb;
  - (2) In places where stopping for the loading or unloading of merchandise or material is permitted, vehicles used for the transportation of merchandise or materials may back into the curb to take on or discharge loads.
- (e) When the curb on the side of the road is marked yellow, or when authorized signs are erected indicating that no parking is permitted on any designated side of any street or any other designated no-parking area, it shall be unlawful for any person to park a vehicle in any such designated area.
- (f) On such streets where parking spaces are officially indicated by signs or markings, parking shall be allowed only within such spaces and then only for the times indicated by such signs or markings.

\* \* \*

Sec. 62-26. - Schedule of civil penalties for parking violations; liability for civil penalties.

There is hereby adopted the following schedule of civil penalties for parking violations occurring within the city of which payment may be made to the general fund:

Violation	Amount of Civil Penalty
Parking where prohibited by official signs	\$30.00

Parking in bus space or taxi stand	30.00
Parking on sidewalk or unpaved right-of-way	30.00
Parking in passenger loading zone	30.00
Parking by yellow curb (on sign)	30.00
Parking over the lines used to indicate spaces where parking is permitted	30.00
Parking against traffic flow (wrong direction)	30.00
Unauthorized parking in reserved space	30.00
Unauthorized parking in space for disabled	150.00
Unauthorized parking in freight loading zone	30.00
Obstructing traffic	30.00
<u>Parking within 15 feet of a fire hydrant</u>	<u>30.00</u>
<u>Parking in a fire lane</u>	<u>100.00</u>

The registered owner of the vehicle receiving a parking violation notice is responsible and liable for payment of the civil penalties set forth above unless the owner can furnish evidence that the vehicle was, at the time of the parking violation, in the care, custody, or control of another person. In such instances, the owner of the vehicle is required, within thirty (30) calendar days from the date of the parking violation notice, to furnish the City of Edgewood Police Department and/or its parking violations bureau with an affidavit setting forth the name and address, and, if possible, the driver's license number of the person or company who leased, rented, or otherwise had care, custody, or control of the vehicle. The affidavit submitted under this subsection is admissible in any proceeding before the Local Hearing Officer or otherwise and raises the rebuttable presumption that the person identified in the affidavit is responsible for the parking violation. The owner of a vehicle is not responsible for parking violations if the vehicle involved was, at the time, stolen or in the care, custody, or control of some person who did not have permission of the owner to use the vehicle. Prima facie evidence that the vehicle was stolen or was in the care, custody, or control of some person who did not have permission of the owner shall be in the form of a report from appropriate law enforcement agency.

\* \* \*

Sec. 62-29. – Procedures upon receipt of parking violation notice; contesting parking violations; administrative costs; and proceedings before the Local Hearing Officer.

- (a) Any person receiving a parking violation notice issued under Article II of this code shall, within thirty (30) calendar day from the date of the notice, pay the civil penalty on the parking violation notice or request a hearing before the City’s Local Hearing Officer challenging the violation.
- (b) The person requesting a hearing before the Local Hearing Officer must do so in writing on a document provided by the City of Edgewood Police Department and/or its parking violations bureau, indicating his or her willingness to attend a local hearing and acknowledging the possible penalties. Absent a valid request for continuance set forth in subsection (c), any person who requests a hearing and fails to appear waives their right to be heard, to present evidence, or to offer any defense at the hearing.
- (c) Once a local hearing is scheduled, the person requesting the hearing may make one (1) request for a continuance in writing, demonstrating good cause for a continuance, which must be delivered or received by the City of Edgewood Police Department and/or its parking violations bureau at least five (5) business days prior to the hearing date. The City shall not unreasonably refuse a request for continuance that complies with the requirements of this subsection. In the event a continuance is granted at the owner’s request, if the matter subsequently proceeds to a hearing, the City may request, and the Local Hearing Officer shall consider, an award of no more than \$50.00 in administrative costs for the costs of the continuance. Any administrative costs awarded under this subsection shall be in addition to those administrative costs set forth in subsection (g).
- (d) A request for a hearing constitutes a waiver of the right to pay the civil penalty on the parking violation notice and set forth in Sec. 62-26.
- (e) Formal rules of evidence do not apply at hearings before the Local Hearing Officer, but due process shall be observed and govern the proceedings. The Local Hearing Officer shall make a determination as to whether a parking violation was committed based solely on competent, substantial evidence presented at the hearing, which may be presented by a traffic infraction enforcement officer, a parking enforcement specialist, or any member of the City of Edgewood Police Department or its parking violations bureau.

- (f) Following a hearing, the Local Hearing Officer shall make a determination as to whether a parking violation has been committed. If the Local Hearing Officer upholds the violation, the hearing officer may impose a civil penalty not to exceed \$100.00 if the original parking violation was \$30.00, or \$250.00 for all other parking violation offenses in excess of \$30.00. Civil penalties imposed under this subsection do not include administrative costs of the hearing.
- (g) If the violation is upheld, the Local Hearing Officer may also impose reasonable administrative costs of the hearing not to exceed \$100.00, which shall be in addition to the civil penalty imposed.
- (h) All requests for a hearing on a parking violation infraction under Sec. 62-29 shall be heard by the Local Hearing Officer at a regularly scheduled hearing for local hearings conducted pursuant to the Mark Wandall Traffic Safety Act, Fla. Stat. § 316.0083.

~~Any person receiving a parking violation notice shall, within five working days, pay the civil penalty as prescribed in section 62-26 or request a hearing before the appropriate judge of the county court. Any person electing to appear before the designated judge shall be deemed to have waived his right to pay the civil penalty as set forth in section 62-26. The judge, after a hearing, shall make a determination as to whether a violation has been committed. If the commission of violation has been proven, the judge may impose a fine not to exceed \$100.00 plus court costs, and plus a reasonable attorney's fee for the city prosecutor.~~

\* \* \*

Sec. 62-30. - Disposition of parking violation fines and civil penalties; procedures upon noncompliance with parking violation notice.

- (a) All ~~fines~~ civil penalties and administrative costs or forfeitures imposed or collected pursuant to Article II upon conviction or upon the forfeiture of bail of any person charged with a violation of any of the provisions of this article shall be paid into the city treasury and deposited in the general fund of the city.
- (b) Any person and/or registered owner who fails to pay the civil penalty, request a hearing, or produce an affidavit transferring liability within thirty (30) days from receiving a parking violation notice or by the date reflected on the notice, whichever is later, shall be deemed to have waived the right to contest the merits of the parking violation. The City of Edgewood Police Department and/or its parking violations bureau shall assess a \$20.00 delinquent fee per violation against the registered

owner of the vehicle or the person identified by affidavit as the responsible party. In addition, a notice of delinquent fee assessment shall be sent by certified mail to the registered owner or responsible party, informing such person of the parking violation notice, failure to comply therewith and the delinquent fee assessment. Such notice shall direct the owner or responsible party to respond within fourteen (14) calendar days; otherwise a notification of delinquency will be referred to the Florida Department of Highway Safety and Motor Vehicles. Administrative costs of \$5.00 or the actual costs of mailing, which ever is greater, shall be added to the delinquent fee. any person summoned by a parking violation notice affixed on a motor vehicle does not respond to such notice within the time specified on such notice, the parking fines section shall assess a \$20.00 delinquent fee per violation against the registered owner of the motor vehicle. In addition, a notice of summons shall be sent, by certified mail, to the registered owner of the motor vehicle, which was cited, informing such owner of the parking violation notice and the failure to comply therewith. Such notice shall direct the recipient to respond within ten calendar days; otherwise, a summons will be issued for failure to comply with section 62-31. Costs in the amount of \$5.00 shall be assessed incident to this notification process.

- ~~(c)~~ — If a response is not made within the time period specified in the notice of summons, a summons will be issued commanding an appearance before a judge of the court and the service of process charge of \$10.00 per summons shall be assessed.
- ~~(d)~~ — After issuance of summons, a hearing on the charge of failure to comply shall be scheduled and such charge prosecuted by the city prosecutor in the county court.
- ~~(e)~~ — Any person who fails to respond to the original parking violation notice within the time period specified on such notice shall be deemed to have waived the right to contest the merits of such parking violation.

~~(f)~~ (c) A violation of section 62-31 shall be deemed a separate and distinct violation and shall not be construed to be merged with or a part of the original parking violation.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, work or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4. Conflicts.** In the event of a conflict or conflicts between this Ordinance any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable

under the law.

**SECTION 5. Codification.** It is the intent of the City Council of the City of Edgewood that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

**SECTION 6. Effective Date.** This Ordinance shall take effect immediately upon the adoption as provided by the Charter of the City of Edgewood.

Passed on First Reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

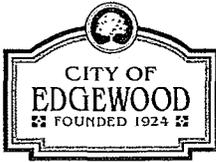
Passed on Second Reading and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City of Edgewood, Florida  
City Council

\_\_\_\_\_  
Richard A. Horn  
Council President

ATTEST:

\_\_\_\_\_  
Bea Meeks, City Clerk



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

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

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

**CC:** Deputy City Clerk Riffle, Police Chief Freeburg, PD Manager Patterson and City Attorney Smith

**DATE:** October 9, 2019

**RE:** RFP Review Committee

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As you are aware, the City put out a Request for Proposals (RFP) for Debris Management Services and Monitoring Services. The closing for the Debris Management Services RFP was September 30, 2019 and the Monitoring Services RFP closed on October 1, 2019. The City received seven submittals (1 original/3 copies) for the Debris Management Services, and no submittals for the Monitoring Services.

Due to receiving no submittals for the Monitoring Services RFP, the City is reposting on DemandStar, with a closing date of November 18, 2019. Staff does want to proceed with selecting debris management services from the seven proposals that were all timely submitted. In discussion with Mayor Dowless and the City Attorney, staff requests approval of the following process:

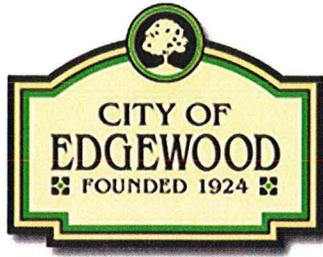
1. The RFP Review Committee will consist of City Clerk Meeks, Police Chief Freeburg, Council Member Pierce and Resident Tom Perley.
2. Bid opening will be October 22, 2019 at 10 a.m. in Council Chamber. The bid opening will be Noticed under "Sunshine"; this will include posting on DemandStar so that all the contractors who did or did not submit a bid, has notice of the meeting. Determination of accepting bids will be made at this time. Determination of acceptance is based on Section 1.13.1: Delivery and completion of Solicitation Response and 1.13.2: Completion Requirements for Request for Proposal (RFP).
3. After the bid opening and determination of acceptance, committee members will receive a copy of each bid (7), along with ranking sheets.
4. Committee members will agree upon the next scheduled meeting to submit their ranking sheets and determine recommendation to City Council. This meeting will be Noticed under "Sunshine"; this will include posting on DemandStar.

For housekeeping purposes Committee members will be asked to be mindful that they cannot discuss the proposals with anyone. Should they have questions during their review of the proposals, they may send questions to City Attorney Drew Smith at [dsmith@shepardfirm.com](mailto:dsmith@shepardfirm.com).

ACTION TO BE TAKEN: Approval by Council recommended.

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<sup>1</sup> A streamline procurement process that allows vendors and contractors to find and respond to agencies bid notices and RFPs electronically.



**TO:** Bea Meeks, City Clerk  
**CC:** City Council  
**FROM:** Sandy Riffle, Deputy City Clerk  
**Date:** September 30, 2019  
**SUBJECT:** Bailey's Pharmacy – Variance 2019-01 and waiver applications

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The following information received by City Hall is included in your agenda package for review.

**5156 S Orange Avenue – Proposed new commercial development**

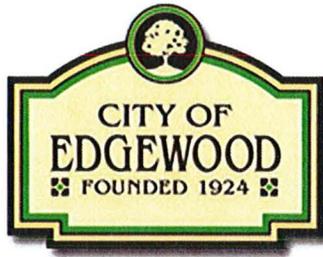
- City Planner report from Ellen Hardgrove, dated July 29, 2019.
- Application for Variance 2019-01 [Section 134+460(f)(1)] – to not comply with the Edgewood Central District's requirement for the public sidewalk width and locations, dated July 11, 2019.
- Narrative of justification for variance and waiver requests, dated July 11, 2019
- Project plans and site plan, dated July 24th and 25<sup>th</sup>, 2019

Notice of Public Hearing was published on Thursday, August 29, 2019 in the Orlando Sentinel, to be followed up with a second notice on Thursday, October 3, 2019. Letters were sent on August 29, 2019 to those property owners within 500 feet of the subject. There were 51 Notices provided by U.S. Mail and public notice was posted on the property. As of the date of this memo, no objections or comments were received at City Hall.

Recommendations from Planning and Zoning are as follows:

Waiver Request 1: A request for waiver to Code Section 134-458(h)(2) b. Tree location on center spacing.  
***Board Member Kreidt moved to recommend denial of this waiver because it does not meet the intent and design standards of the Edgewood Central District, and it is the most effective way to eliminate two driveways. Second by Board Member Trivedi because the design would not be illogical to maintain the tree spacing. Motion passed (4/1 with Board Member Santurri voting against denial.***

Waiver Request 2: A request for a waiver to Code Section 134-458(f). Minimum percentage of lot width occupied by building at build line.  
***Board Member Kreidt made the motion to recommend denial because it is inconsistent with the required criteria to grant a waiver as stated in Code Section 134-464; second by Chair Rayburn. Motion passed (4/1) with Board Member Santurri voting against denial.***



Waiver Request 3: A request for a waiver to Code section 134-460(f) 3. Access/parking Design.

*Board Member Kreidt moved to recommended approval to allow a 5 feet wide sidewalk on only one side of the driveway and no tree zone; second by Vice-Chair Board Member Board Member Gragg. Motion passed (5/0).*

Waiver Request 4: A request for a waiver to Code section 134-461(b). Drive-up windows designed on the rear of the building.

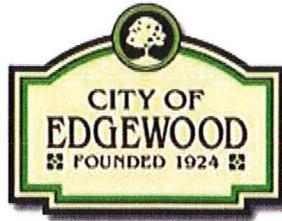
*Chair Rayburn moved to recommend denial for the request to place drive-up windows on the rear of the building as it is not consistent with the Edgewood Central District requirements, and the criteria to grant a waiver are not met; second by Board Member Kreidt. Motion passed (5/0).*

A REQUEST FOR A WAIVER TO Code Section 134-458(g)(2) a. Building placement in the road view area.

*Board Member Kreidt made a motion to recommend approval of the proposed waiver for building placement in the road view area; second by Board Member Gragg. Motion passed (5/0).*

Variance Application No. 2019-01 [Sec. 134-460(f) Access/Parking Design]. Requesting to not comply with the Edgewood Central District's requirement for the public sidewalk width and location.

*Board Member Kreidt made the motion to recommend denial based on not meeting the intent of the Edgewood Central District nor criteria for approval of a variance as stated in Sec. 134-104(3)(b); second by Chair Rayburn. Motion passed (5/0).*

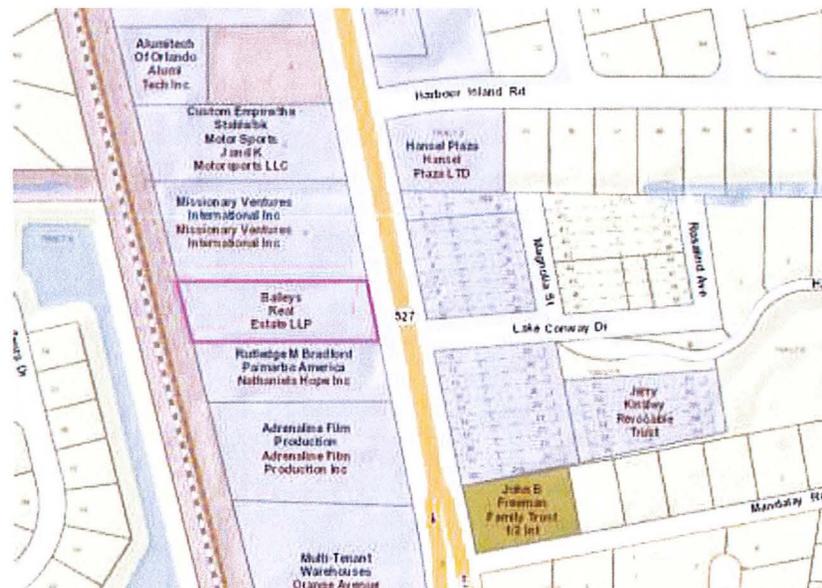


Date: July 29, 2019  
To: Planning & Zoning Board  
From: Ellen Hardgrove, City Planning Consultant  
XC: Sandy Riffle, Deputy City Clerk  
Allen Lane, CPH Engineering, City Engineering Consultant  
Bea Meeks, City Clerk  
Drew Smith, City Attorney  
Re: 5156 South Orange Avenue Request for Waivers/Variance

### Introduction

A proposal has been submitted to the City to redevelop the property at 5156 South Orange Avenue; i.e., Orange County tax parcel 13-23-29-0000-00-007. Exhibit 1 shows the location of the property.

Exhibit 1 – Subject Property Location



The property is zoned ECD. Although this is not the public hearing for site plan review/approval, the proposed site layout needs to be considered due to the proposal of waivers and a variance from ECD standards.

The proposed site plan requires approval of deviations from the following code sections.

- Code Section 134-458(g)(2)a. Building Placement in the Road View Area
- Code Section 134-458(h)(2)b. Tree location/on center spacing
- Code Section 134-458(f) Minimum percentage of lot width occupied by building at build line
- Code Section 134-460(f)(3) Access/Parking design
- Code Section 134-461(b) Drive up windows designed on the rear of the building.

In addition to the waiver requests, the applicant is requesting a variance from Code Section 134-460(f) related to public sidewalk width and location.

### Proposal

The applicant is proposing to redevelop the subject property. This will include demolition of the existing building on the property (See Exhibit 2); the driveways are proposed to remain and be used in the new construction.

Exhibit 2 – Existing On Site



The proposed new building includes a drive-up window on the south side. A specific ECD design standard relates to the location of drive-up windows, with these windows designed to be on the rear of the building. Thus, a waiver is being requested.

The proposed drive-up window not only is contrary to the design standard, but the design to accommodate it also is contrary to the primary goals of the ECD: improved aesthetics along Orange Avenue and a change from the automobile-centric to a multi-modal emphasis, particularly the pedestrian. The design to accommodate the side drive-up window includes two driveways: the north driveway in and the south driveway out.

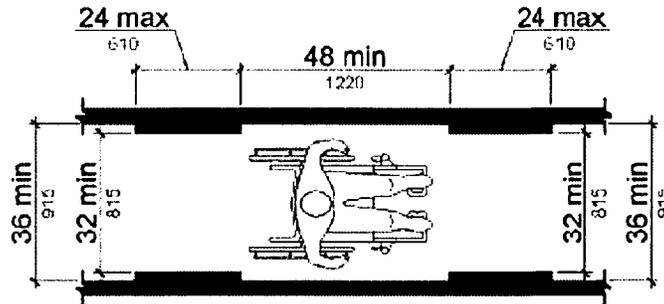
A significant concern with this proposal is the number of points of vehicle conflicts for the pedestrian within  $\pm 60$  feet. If a two-way driveway was proposed, the pedestrian would only cross 24 feet of vehicle path vs. the proposed 44 feet (two 22-foot wide driveways). The standard driveway spacing for a 40 mph State road is at least 440 feet.

Standard driveway spacing will be difficult to achieve, but working toward this standard should be a goal. This is particularly true where widening a road for traffic management is not an option. In addition to improved pedestrian safety, good access management can help reduce congestion and improve traffic flow by managing turning movements. Increased access points diminish the capacity of the road and increase safety issues. Drivers can be overwhelmed by conflict points in close proximity to one another, increasing the potential for crashes.

The proposed two one-way driveways will also cause the need for a waiver in the minimum building to lot width ratio. This ratio was established to achieve the vision of a corridor lined with buildings rather than lined with driveways and parking lots. The submitted site layout shows a building width of 55 feet, resulting in a building to lot percentage of 47.8; code minimum for the size lot of subject is 50%.

The proposed two one-way driveways cause the need for another waiver. The ECD requires at least a 6 feet wide sidewalk and a minimum 4 feet wide tree zone along both sides of a driveway connected to a public right-of-way from the public sidewalk to the parking area. The proposal is for a 5 feet wide sidewalk on only one side of the driveway and no tree zone. Not only will the ECD standard not be met, but the standard for sidewalk design also will not be met. When using 5 feet wide sidewalks, a 2 feet setback from curb is the standard. When adjacent to curb, the standard is 6.0 feet. With a wheelchair needing 32 inches of clear space, at least 64 inches for a two person wide sidewalk is needed. Whereas, there could be merit in not requiring the

sidewalk/tree zone on both sides of the driveway, at least one side meeting this standard is needed to achieve the ECD emphasis on people.



**Figure 403.5.1 Clear Width of an Accessible Route**

Source: ADA.gov

Another waiver that will be needed due to the two one-way driveway proposal is the reduction of at least one of the required street trees; i.e., the 35-foot tree spacing required will not be achieved. Approval of this waiver will compromise the intent to improve the aesthetics along the corridor and transform the SR 527 corridor into an "open space" designed for pedestrians and bicyclists.

Another concern is the precedent these waivers, if approved, will create.

It is noteworthy to recognize that with a site design using one two-way driveway, all of the ECD standards could be met: the standard of 6 feet wide sidewalk and 4 feet wide tree zone on both sides of the driveway, the minimum building to lot width ratio, and the tree spacing. A building designed to accommodate a rear-building drive-up window is possible.

As required by Section 134-464, substantial competent evidence is necessary to show where strict application of the ECD design standards would create an illogical, impossible, impractical or unreasonable result on the applicant. Furthermore, the applicant needs to demonstrate that the goals of ECD design standards will be maintained if the waivers are approved. These goals include the following as listed in the ECD ordinance:

- (1) Creation of a cohesive development pattern along the road;
- (2) Transformation of the SR 527 corridor into an "open space" designed for pedestrians and bicyclists in addition to vehicles;

- (3) Creation of a sense of place that has physical appeal and coordinated functionality and is safe for pedestrians in order to protect, promote and improve public health, safety, comfort, order, convenience, prosperity, and general welfare;
- (4) Improvement of mobility along the corridor for vehicles and pedestrians; and,
- (5) Ensuring connectivity of uses and travel paths.

The applicant is also requesting a variance in the provision of the ECD standard sidewalk. As stated, a goal of the ECD is to make Edgewood more pedestrian oriented. To this end, a minimum 14 foot pedestrian zone is to be provided adjacent to the back of the curb of State Road 527. The pedestrian zone is to include an 8 feet wide sidewalk separated from the curb by at least a 6 feet wide grassed strip. Where the existing right-of-way is wider than 14 feet, the sidewalk is to be placed adjacent to the property line; such is the case for the subject property. [The estimated distance between the curb and property line is 20 feet.] The applicant is requesting this standard not apply to the development of the subject property.

The applicant notes the location of power poles and lack of connection with a similar sidewalk on the adjacent property as the rationale for varying from the ECD design standard. The lack of connection will continue to be a problem as the achievement of the wide sidewalk along Orange Avenue will be incremental.

The solution is not abandonment of the goals of the ECD, but rather to allow the transitioning of the width to the adjacent property sidewalk. The narrowing and location of the transition segment can be rectified by the City as additional redevelopment occurs. Staff can support the narrowing and transition on approach to the adjacent property, however, does not support full discard of the sidewalk design standard; this request does not meet the six (6) criteria that must be found true, per Section 134-104 (3)b. of the City's Code, for approval of a variance.

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.
2. That the special conditions and circumstances do not result from the actions of the applicant.
3. That approval of the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in the same zoning district.
4. That literal interpretation of the provisions contained in this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

5. That the variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.
6. That approval of the variance will be in harmony with the general intent and purpose of this chapter and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The last request waiver has been initiated by staff: a 15-foot build to line rather than the required ECD 25-foot build to line. This waiver request tracks a current proposal by staff to modify the ECD design standard. The 15-foot build to line for the subject property will accommodate the following cross section:

- 12.5 foot landscaped width in front of the building which could include an ADA compliant sidewalk,
- The High Rise Oak (at this location the tree will be ±12.5 feet from the overhead utility lines in the right-of-way,
- 2.5-foot tree to sidewalk separation,
- 8-foot wide sidewalk within the right of way, placed on the property line, and
- ±12-foot wide pervious buffer in the right-of-way.

### Conclusion

Unless the applicant provides substantial competent evidence to show where strict application of the ECD design standards would create an illogical, impossible, impractical or unreasonable result on the applicant as required by Section 134-464, staff recommends denying the following waivers:

1. Rear building drive-through window location;
2. Minimum building to lot width ratio (50%); and
3. Sidewalk along a driveway width and landscaping (6 feet with 4 feet).
4. The required 35-foot on-center street tree provision

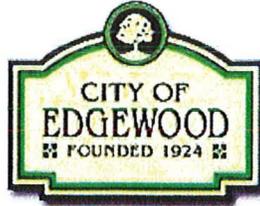
Staff also recommends denial of a deviation in the public sidewalk width and location (8 feet width located adjacent to the property line) in its entirety, but would support a waiver in width and location to allow a transition to the existing sidewalk on adjacent properties.

Staff recommends a waiver to allow a 15-foot build to line.

RECEIVED

JUL 11 2019

CITY OF EDGEWOOD



**APPLICATION FOR VARIANCE**

Reference: City of Edgewood Code of Ordinances, Section 126-588

**REQUIRED FEE: \$350 RESIDENTIAL \$750 COMMERCIAL**

**(Plus Applicable Pass-Through Fees - Ordinance 2013-01)**

Please note this fee is non-refundable

Office Use Only:	
VARIANCE APPLICATION #:	2019-01
PLANNING AND ZONING MEETING DATE:	8/12/2019
CITY COUNCIL MEETING DATE:	9/17/2019

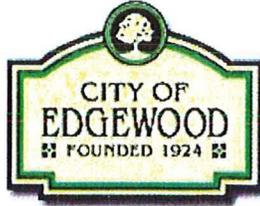
**IMPORTANT:** A COMPLETE application with all required attachments and ten (10) copies must be submitted to the City Clerk \_\_\_\_ days before the next Planning & Zoning meetings. No application shall be deemed accepted unless it is complete and paid for. Notarized letter of authorization from Owner MUST be submitted if application is filed by anyone other than property owner.

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

Applicant's Name:	Trisha Bailey-Archie	Owner's Name:	Trisha Bailey-Archie
Address:	2109 Brewster Ct	Address:	Orlando, FL 32833-3725
Phone Number:	407-951-2644	Phone Number:	
Fax:		Fax:	
Email:	keith@comtekconstruction.com	Email:	
Legal Description:	The south 38.7 feet of the north 1/2 of the nw 1/4 of the sw 1/4 of section 13, twp 23s, range 29E, lying b/w the Atlantic Coast Railroad ROW and west bdy of the public road b/w Orlando and Pine Castle. and the north 74.3 ft of the south 1/2 of that part of the nw 1/4 of the sw 1/4 of section 13, twp 23S, r 29E, lying east of the Atlantic		
Zoned:	ECD Coast line Railroad ROW and public road from Orlando to Pine Castle, Orange County, Florida		
Location:	5156 South Orange Avenue		
Tract Size:	0.96		
City section of the Zoning Code from which Variance is requested:	ECD 134-460 (f)(1)		
Request:	8' sidewalk separated by 6' from boc		
Existing on Site:	5' s/w at boc, existing to remain		

The applicant hereby states that this request for Variance does not violate any deed restrictions on the property. **Application must be signed by the legal owner, not agent, unless copy of power of attorney is attached.**

405 Bagshaw Way, Edgewood, Florida, 32809-3406  
Phone: 407-851-2920 / Fax: 407-851-7361  
www.edgewood-fl.gov



**To justify this variance, applicant must demonstrate the following:**

1. That special condition and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same zoning classification
2. the special conditions and circumstances do no result from the action of the applicant
3. literal interpretation or enforcement of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification under the terms of the Ordinance
4. the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible for the regulation at issue
5. the variance sought will not authorize or extend any non-conforming use or other non-conformity with respect to the land or structures in questions
6. the granting of the variance will be in harmony with the general intent and purpose of this Ordinance, will not be injurious to the area involved, or surrounding properties, and will no authorize a use of the property not permitted by its zoning classification
7. the variance sought will be consistent with the Edgewood Comprehensive Plan

**Applicant must agree that:**

1. In granting any variance, the City may prescribe appropriate conditions and safeguards in conformity with the Ordinances, and any regulations enacted under its authority. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted shall be deemed a violation of Edgewood ordinances.

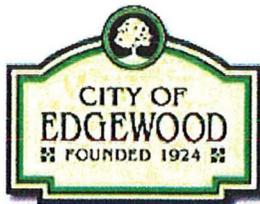
<b>AGREE:</b>		<b>DISAGREE:</b>	7.11.19
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2. The variance recommended by the Planning and Zoning Board and approved by the City Council shall expire in 12 months in accordance with Chapter 134-104 (3) (e).

<b>AGREE:</b>		<b>DISAGREE:</b>	7.11.19
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The applicant hereby states that the above request for Variance does not violate any deed restrictions on the property.

Applicant's Signature:		Date:	7-11-19
Applicant's Printed Name: <u>KEITH D. ENGER</u>			
Owner's Signature:		Date:	7/9/19
Owner's Printed Name: <u>Trish Bailey Archic</u>			



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

Office Use Only:	
Variance #:	
Received Date:	7/11/2019
Received By:	J. Riffle
Forwarded To:	Eileen Handgove
Notes:	

## JUSTIFICATION

### SIDEWALK VARIANCE – 5156 South Orange Avenue

1. That special condition and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same zoning classification. Both the north property line and the south property line contains existing conflicts located within the ROW that the applicant has no control over. These include power poles and utilities. The existing vegetation located with FDOT's ROW would have to be removed to accommodate and would not be eligible for replacement within FDOT's ROW.

2. the special conditions and circumstances do no result from the action of the applicant

The conflicts are located adjacent to the property line and not actually located within applicant owned property. To site is located between two bus stops, each approx. 700' (north and south) and the frontage could become a resting place. The occupant of the building will be in the pharmaceutical trade and feels providing a resting place in front of a building containing prescription drugs is not in spirit of the neighborhood

3. literal interpretation or enforcement of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification under the terms of the Ordinance

There are no other 8' wide sidewalks along Orange Ave.

4. the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible for the regulation at issue. The variance equates to approximately 60 lf of sidewalk along Orange Ave. After considering the pedestrian crossings and the clear sight visibility there is approximately 40 lf of sidewalk that would potentially be affected.

5. the variance sought will not authorize or extend any non-conforming use or other non-conformity with respect to the land or structures in questions.

There are not other 8' wide sidewalks in the area. There is an existing s/w owned and maintained by FDOT. The existing sidewalk meets the regulations of FDOT.

6. the granting of the variance will be in harmony with the general intent and purpose of this Ordinance, will not be injurious to the area involved, or surrounding properties, and will no authorize a use of the property not permitted by its zoning classification

The existing sidewalk matches the surrounding properties

7. the variance sought will be consistent with the Edgewood Comprehensive Plan

The requested variance is in harmony with the Edgewood Comprehensive Plan's intent on providing pedestrian circulation.

NPO Litigation  
PO Box 6727  
Portland, OR 97228-6727



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**CLASS ACTION NOTICE AND FREQUENTLY ASKED  
QUESTIONS (“FAQs”)**

**To: All U.S. Counties, Cities, and Local Governments as  
listed at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- Counties and cities across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for monies spent addressing the opioid crisis. All federal actions have been centralized into one court in Ohio and are entitled, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). Additional cases are pending in state courts.
- The Court in In re: National Prescription Opiate Litigation has certified a voluntary “Negotiation Class” (“Class”). The Class is defined as: **all counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”)**. The Class includes all counties and cities, whether they have filed a lawsuit or not. The complete current list of Class Members is available at the Class website: [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). This list may be updated as the Court may order.
- **NO SETTLEMENT HAS BEEN REACHED. HOWEVER, IF YOUR COUNTY OR CITY STAYS IN THE CLASS**, it will be bound if a Class settlement is approved in the future. Your county or city will likely **NOT** be provided another opportunity to be excluded from this Class action, so you should read this notice carefully and consult with your counsel regarding your county or city’s rights.
- The Court has certified two Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims under Rule 23(b)(3) and two Controlled Substances Act (“CSA”) issues under Rule 23(c)(4). (see FAQ 7). The Class is certified solely to consider and vote on any future settlement offers made to the Class by one or more of 13 defendants (see FAQ 5). The purposes of the Class are (a) to unify cities and counties into a single negotiating entity to maximize their bargaining power and (b) to provide finality to opioids litigation for any settling Defendant.
- This Negotiation Class will not decide any claims or defenses in opioids litigation on the merits. It is certified as a Negotiation Class only, to facilitate Class Members’ approval or rejection of proposed settlements. There are no proposed settlements at this time, and no guarantee that there will be in the future. **However, your legal rights are affected and it is recommended that you consult with counsel regarding the choice you have to make now.**

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**



<p><b>STAY IN THE CLASS</b></p> <p><b>REQUIRES NO ACTION</b></p>	<p><b>Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement.</b></p> <p>By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county's share – and city's suggested share – can be viewed now by utilizing the Allocation Map at the Class website, <a href="http://www.OpioidsNegotiationClass.info">www.OpioidsNegotiationClass.info</a>. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.</p>
<p><b>REMOVE YOURSELF FROM THE CLASS</b></p> <p><b>REQUIRES ACTION BY NOVEMBER 22, 2019</b></p>	<p><b>Get out of the Class. Get no portion of any settlement. Keep rights.</b></p> <p>Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from ("opt out" of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before <b>November 22, 2019</b> by email or mail in accordance with the instructions in FAQ 26 below.</p>

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys' fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.
- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

**Your rights and options are further explained below.**

**Any questions? Read on and visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).**

**DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION**

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

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## BASIC INFORMATION

### 1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate Classwide settlements, on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

### 2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants' practices.

### 3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

### 4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class's Class Representatives: (1) County of Albany, New York; (2) City of Atlanta, Georgia; (3) Bergen County, New Jersey; (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana; (5) Broward County, Florida; (6) Camden County, New Jersey; (7) Cass County, North Dakota; (8) City of Chicago, Illinois; (9) Cobb County, Georgia; (10) City of Concord, New Hampshire; (11) Cumberland County, Maine; (12) City of Delray Beach, Florida; (13) Denver, Colorado; (14) Escambia County, Florida; (15) Essex County, New Jersey; (16) County of Fannin, Georgia; (17) Franklin County, Ohio; (18) Galveston County, Texas; (19) County of Gooding, Idaho; (20) City of Grand Forks, North Dakota; (21) County of Hennepin, Minnesota; (22) City of Indianapolis, Indiana; (23) County of Jefferson, Alabama; (24) Jefferson County/City of Louisville, Kentucky; (25) Jersey City, New Jersey; (26) Kanawha County, West Virginia; (27) King County, Washington; (28) City of Lakewood, Ohio; (29) City of Los Angeles, California; (30) City of Lowell, Massachusetts; (31) City of Manchester, New Hampshire; (32) Maricopa County, Arizona; (33) Mecklenburg County, North Carolina; (34) The Metropolitan Government of Nashville and Davidson County, Tennessee; (35) Milwaukee County, Wisconsin; (36) Monterey County, California; (37) City of Norwalk, Connecticut; (38) County of Palm Beach, Florida; (39) Paterson City, New Jersey; (40) City of Phoenix, Arizona; (41) Prince George's County, Maryland; (42) Riverside County, California; (43) City of Saint Paul, Minnesota; (44) City of Roanoke, Virginia; (45) County of Rockland, New York; (46) City and County of San Francisco, California; (47) County of Smith, Texas; (48) County of Tulsa, Oklahoma; and (49) Wayne County, Michigan.

Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)

### 5. Who are the Defendants?

The Court has authorized the Negotiation Class to negotiate with 13 Defendants (including their affiliates): (1) Purdue, (2) Cephalon, (3) Endo, (4) Mallinckrodt, (5) Actavis, (6) Janssen, (7) McKesson, (8) Cardinal, (9) AmerisourceBergen, (10) CVS Rx Services, Inc., (11) Rite-Aid Corporation, (12) Walgreens, and (13) Wal-Mart. The Negotiation Class is authorized to negotiate settlements with any of these 13 Defendants, on any of the claims or issues identified below in FAQ 7, or other claims or issues arising out of the same factual predicate. If Class Counsel seek to negotiate for the Class with any other defendants, they can file a motion asking the Court to amend the Class certification order.

### 6. Has a Class settlement been reached with Defendants yet?

No. No Class settlement has been reached yet with any Defendant. But the existence of a Negotiation Class makes the possibility of Class settlement more feasible because a Defendant will know the group with which it is negotiating. There is no guarantee, however, that there will be a Class settlement and it is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

## THE CLASS CLAIMS AND ISSUES

### 7. What claims and issues are certified for the Negotiation Class?

In this Negotiation Class, the Court certified two federal Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims and two federal Controlled Substances Act (“CSA”) issues. The RICO claims and the issues related to the CSA are similar across the country and the Class. The first RICO claim alleges that five Defendants misled physicians and the public about the need for and addictiveness of prescription opioids, all in an effort to increase sales. The second RICO claim alleges that eight Defendants ignored their responsibilities to report and halt suspicious opioid sales, all in an effort to artificially sustain and increase federally-set limits (quotas) on opioid sales. The CSA issues allege that the CSA required Defendants to create systems to identify, suspend, and report unlawful opioid sales, and that Defendants failed to meet those obligations. As noted in FAQ 5, above, the Negotiation Class is authorized to negotiate Class settlements concerning these claims and issues or other claims or issues arising out of the same factual predicate. **However, this Negotiation Class does not involve claims by State governments against the Defendants and no Class settlement will release or otherwise interfere with any State government’s current or future litigation. This Negotiation Class concerns claims only of counties and cities.** You can read more about these claims and issues in the Court’s Memorandum Opinion certifying this Class, which is posted at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).

### 8. Has the Court decided any claims or issues?

No. The Court has not decided any Classwide claims or defenses on the merits and the Court will not render any Classwide decisions on the merits of any claims asserted by the Class or individual Members of it. By establishing this Negotiation Class and issuing this notice, the Court is not suggesting the Class would win or lose this case. This Class has been certified for negotiation purposes only.



## WHO IS IN THE CLASS

### 9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as:

**All counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”).**

**A complete current list of Class Members is available at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). The list may be updated as the Court may order.**

The terms “counties” and “cities” are used only as shorthand. The Class includes political subdivisions with other names, such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

### 10. Are counties and cities with state court filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

### 11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

### 12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

## THE NEGOTIATION CLASS PROCESS

### 13. Now that the Court has approved this process, what will happen next?

The creation of the Negotiation Class has these next steps:

- On **September 11, 2019**, Judge Polster, the federal judge overseeing all of the national opioids litigation, certified the Negotiation Class to go forward.
- On or before **September 20, 2019**, Class Action Notice will be sent via First-Class mail and posted to the Class website [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info) to all Class Members.
- Class Members have until **November 22, 2019** to decide whether to participate or to opt out of the Class. This is the “opt-out period.” All Class Members are automatically included in the Class. If a Class Member wants to participate, it does not need to do anything at this point. Only Class Members that wish to exclude themselves (“opt out”) and not participate in the Class must act: they must submit a copy of the enclosed Exclusion Request Form on or before **November 22, 2019**, using the instructions in FAQ 26.
- After the close of the opt-out period, the Court will enter an order confirming the Membership of the Class, saying who is in and who is out of the Class.
- After that, the Class will operate if, and only if, one or more of the Defendants wishes to negotiate with the Class as a whole through the Negotiation Class mechanism.
- If a proposed Class settlement is reached, the proposal will be submitted to the entire Class Membership for its approval or rejection in accordance with the voting formula (described in FAQ 18 and 19 below). If no proposed settlement is reached, the Class will not vote and will have no other role.

### 14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?

All Negotiation Class Members will be given advance notice of any Class settlement offer, including details on its terms and conditions, and they will have an opportunity to vote on each settlement offer. Class Members will be able to cast their vote securely, through the Class website, which will establish a voting identity and portal for each Class Member. Only Class settlements achieving 75% approval votes, by number, by allocation, and by population, of the litigating and non-litigating Class Members that vote (as described in FAQ 19) will be submitted to the Court, which will make the final determination of whether to approve the settlement.

### 15. If there is a proposed Class settlement, does the Court still have to approve it?

Yes. If there is a proposed settlement that is approved by 75% of the voting Class Members, as described in FAQ 18 and 19, the Court will review and decide whether to approve it, under the Class action settlement approval process set forth in Federal Rule of Civil Procedure 23(e). Generally, the Court will assess whether any settlement is fair, reasonable, and adequate. All applications for fees and costs also require court approval under Rule 23 procedures. (See [https://www.law.cornell.edu/rules/frcp/rule\\_23](https://www.law.cornell.edu/rules/frcp/rule_23).)

### 16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?

Yes. As a Negotiation Class Member, you will be entitled under Rule 23(e) to object to any settlement, even if it has received approval from the Class. However, as described in FAQ 27, you

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**



will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

#### **17. How long will the Negotiation Class last?**

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to: (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process; and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

## **VOTING**

#### **18. If there is a proposed Class settlement, how will the voting be done?**

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes; as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members' votes will be tabulated mechanically within each applicable voting pool, to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

#### **19. If there is a proposed Class settlement, how many votes are needed to approve it?**

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 (“litigating entities”). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote;
- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 (“non-litigating entities”). This number is based on all individual Class Members who had not filed suit, regardless of size, so that each voting entity has one vote;
- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county’s vote is weighted as 20,000 votes in favor, and the city’s vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

- 75% of the total population of all voting Class Members that had not filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. Again, the population for each County or City will be based on current census data. The current data is presented on the Class website, [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;
- 75% of the litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at [opioidsnegotiationclass.info](http://opioidsnegotiationclass.info); and
- 75% of the non-litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at [opioidsnegotiationclass.info](http://opioidsnegotiationclass.info).

**For purposes of counting votes, only votes cast will be considered.** In order for a proposed settlement to be binding on the Negotiation Class, 75% of those Class Members who cast votes in **each** of these six categories must be in favor. No settlement will be submitted to the Court for final approval unless 75% of those voting in **each** of the six categories are in favor. No county or city that is not a Class Member as of the deadline for a vote on a proposal will be allowed to vote on that proposal.

## ALLOCATION OF CLASS SETTLEMENT FUNDS

**20. If there is a Class settlement, how will my County or City's share of the settlement be determined?**

Any Class settlement funds will be distributed in three steps:

**Step 1:** Each county's share of the settlement will be distributed in accordance with an "allocation model." The allocation model uses three factors, based on reliable, detailed, and objective national data, to determine the share of a settlement fund that each county will receive. These factors address the most critical causes and effects of the opioids crisis, and are each weighted equally (1/3-1/3-1/3): (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county; and (3) the number of people who suffer opioid use disorder in the county. This model is designed not to favor either small or large counties based solely on population. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused actual harm.

**Step 2:** Counties and their constituent cities, towns, and boroughs may distribute the funds allocated to the county among all of the jurisdictions in any manner they choose. If the county and cities cannot agree on how to allocate the funds, the Class website reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past. Any of the affected jurisdictions may ask a Special Master to apply a different formula.

**Step 3:** If the default allocation is used and a city's share is less than \$500, then that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation described in Step 2, or from the Class Members' Special Needs Fund (see FAQ 24). In the rare circumstance that a city with a share of less than \$500 lies in a county that does not have a county government, the amount would instead go to the Class Members' Special Needs Fund, and Class members could seek recovery from that Fund.

Further information about the allocation formulas and their data sources are available at the Class website.

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**



**21. What happens if a county and its constituent cities make different decisions about staying in the Class?**

- If a county and all of its constituent cities remain in the Class, each entity's share will be determined as explained in FAQ 20.
- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County's allocation be reduced.
- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

**22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?**

The Negotiation Class process does not interfere with a Defendant's ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class's lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

**23. Will Negotiation Class Representatives receive anything more than other Class Members?**

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member's. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

**24. What is the Special Needs Fund?**

Fifteen percent (15%) of any Class settlement fund will be put into the "Special Needs Fund." Any Class Member may apply for a distribution from the Special Needs Fund: (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019; and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member's allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

## YOUR RIGHTS AND OPTIONS

**25. Can my county or city exclude itself from the Negotiation Class?**

Yes. You have a **one-time** opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to

**Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)**

exclude your county or city. As explained in FAQ 27, you will likely **not** be given a second opportunity to exclude your county or city from the Class if a settlement is later reached and you should not count on such an opportunity being available at that time.

#### 26. How do I opt out of my county or city excluded itself from the Negotiation Class?

You may exclude your county or city (“opt out”) by signing and sending, either by email or by first-class U.S. mail, the enclosed Exclusion Request Form.

- If submitted by email, the form must be sent to [info@OpioidsNegotiationClass.info](mailto:info@OpioidsNegotiationClass.info) on or before **November 22, 2019**.
- If submitted by mail, the form must be postmarked on or before **November 22, 2019** and sent by first-class U.S. mail to:

NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727

The Exclusion Request Form must be signed by an **authorized** official or employee of the county or city itself, under penalty of perjury pursuant to 28 U.S.C. § 1746, and is subject to verification by the Court. If you exclude your county or city from the Negotiation Class, your county or city will not be bound by any Orders or Judgments regarding the Class, and it will have no right to share in any settlement reached by the Class.

#### 27. If my county or city stays in the Negotiation Class, can I exclude itself later if it doesn't like a proposed settlement?

Not under the current Court Order. The Court's Order certifying the Negotiation Class provides only one opportunity for a county or city to exclude itself from the Class. The exclusion deadline ends on November 22, 2019. If a settlement is reached and proposed to the Class for its approval, Class Members who do not support the settlement may (1) vote against it and/or, (2) if the settlement is nonetheless approved by the Class votes, file objections with the Court. Rule 23 permits a court to offer a second opportunity for Class Members to opt out when a settlement is proposed, but the Rule does not require the Court to give Class Members a second opportunity to opt out. In this case, it is anticipated that the Court will not give Class Members a second opportunity to opt out. Therefore, Class Members should not rely on that possibility. Class Members should expect that there will be no opportunity to opt out of the Class after **November 22, 2019**.

## THE LAWYERS REPRESENTING THE CLASS

#### 28. Who are the Class Counsel?

The Court has authorized the following six lawyers to jointly represent the Negotiation Class: Jayne Conroy and Christopher A. Seeger are Co-Lead Negotiation Class Counsel and Gerard Stranch, Louise Renne, Mark Flessner, and Zachary Carter are Negotiation Class Counsel. Each of these six lawyers represents only cities or counties in Opioids-related litigation.

#### 29. How do Class Counsel get paid?

Class Counsel will apply to the Court for approval of fees and costs under Rule 23(h). As a Class Member, you will receive notice and have an opportunity to object to any such application. The Court may appoint fee committees to make recommendations of any fee awards, to avoid duplication of payment, and to ensure appropriate compensation of those whose efforts provided a common benefit. The Court will make the final decision about all fees paid out of the Class's recovery to any lawyer.

Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)



**30. Under this proposal, what happens to my County or City's current fee agreement with outside counsel?**

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a "Private Attorneys Fund" from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

## **GETTING MORE INFORMATION**

**31. How can my County or City keep up with what's going on in this case?**

Pertinent news and information will be posted at the Class website, **[www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)** on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

### **DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION**

DATE: September 11, 2019.



**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY  
YOU MUST ACT BY NOVEMBER 22, 2019**

**EXCLUSION REQUEST FORM**

**Read this page carefully then turn to Page 2 if you want to sign and send**

**Complete this form ONLY if your County or City does NOT want to remain a Class Member and does not want to share in any potential negotiated Class settlement.** If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO**

_____	X	
	:	
In re NATIONAL PRESCRIPTION	:	1:17-md-2804 (DAP)
OPIATE LITIGATION	:	
_____	X	

Class Notice Administrator  
NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727

Dear Class Notice Administrator:

My County or City does **NOT** want to be a member of the Negotiation Class certified in the *In re National Prescription Opiate Litigation*. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before **November 22, 2019** OR by first-class U.S. mail (to the mailing address on page 2) post-marked on or before **November 22, 2019**, I am opting my County or City out of the Negotiation Class and it will **NOT** be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is **NOT** guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should **NOT** return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at **1-877-221-7468**, or visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info) **BEFORE** I mail this form to you and **BEFORE November 22, 2019**.

**TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM  
AND FOR EMAIL AND MAILING ADDRESSES**





**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY  
YOU MUST ACT BY NOVEMBER 22, 2019**

**EXCLUSION REQUEST FORM**  
**Read Information on Page 1 carefully before signing**

Having read and understood the information on page 1, the County or City (**circle one**) entitled \_\_\_\_\_ in the State of \_\_\_\_\_ hereby excludes itself from the Negotiation Class certified by the United States District Court in the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL 2804. Under penalty of perjury and in accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal action on behalf of my County or City.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

City or County Represented: \_\_\_\_\_ (Circle one): City / County

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

**BY NOVEMBER 22, 2019**

**EMAIL TO:**

**OR SEND BY  
FIRST CLASS MAIL TO:**

info@OpioidsNegotiationClass.info

NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727

# Edgewood Police Department October City Council Report 2019

	September	October
Residential Burglaries	0	0
Commercial Burglaries	0	0
Auto Burglaries	2	1
Theft	2	3
Assault/Battery	3	2
Sexual Battery	0	0
Homicides	0	0
Robbery	0	0
Traffic Accident	12	17
Traffic Citations	119	120
Red Light Citations	428	428
Traffic Warnings	170	201
Felony Arrests	1	5
Misdemeanor Arrests	5	4
Warrant Arrests	2	4
Traffic Arrests	0	2
DUI Arrests	1	0

## Department Highlights:

- On September 16<sup>th</sup>, the Edgewood Police Department investigated a call on Commerce Drive in reference to a stolen vehicle. It was determined that approximately 6 vehicles had been broken into and multiple items removed stolen. A vehicle was confirmed being stolen also. The stolen vehicle was recovered near a pond off Boggy Creek. Video was obtained from the business and Sergeant Cardinal and Sergeant Ireland (who is cross training in investigations) began to work the case. Working with the Orange County Sheriff Office, who also had a similar business burglarized, the Edgewood Police Department was able to make an arrest on the suspect.
- The week of September 23 through September 27 was Railroad Safety week. During this week Officers performed increased patrol of the railroad crossings during high traffic times. They issued out citations, warnings and pamphlets containing safety information about stopping on the railroad tracks.
- This month agency members participated in trainings;
  - Sergeant Tim Cardinal began attending Southern Police Institute for Police Executives.
  - Officer Amy Schlopy and Analyst Stacey Salemi attended a 30 hour Car Seat instillation and certification course at the Child Safety Village.

Edgewood Police Department  
October City Council Report  
2019

- The week of September 23<sup>rd</sup>, Accreditation Manager Adam Lafan performed a mock accreditation for the Lake County Sheriff's Office.
- Accreditation Manager Adam Lafan was voted by the Accreditation commission (consisting of police agencies across Florida) to be in charge of Social Media for Florida Police Accreditation Commission (FLA PAC).
- On October 1<sup>st</sup> 2019 a resident came into the Edgewood Police Department to report prescription pain medicine missing. It was determined that the suspect was a contractor for the victim used for their home. On October 5<sup>th</sup>, Sergeant Cardinal met with the suspect, interviewed, and arrested the suspect on felony charges in reference to this case.

City of Edgewood  
Received - 7/25/2019

# NEW PHARMACY / OFFICE BUILDING

5156 S. Orange Avenue  
Orlando, Florida, 32806

ORANGE COUNTY

## PROJECT INFORMATION

**CODES:**  
ALL CONSTRUCTION SHALL COMPLY WITH CURRENTLY ADOPTED CODES INCLUDING:  
FLORIDA BUILDING CODE 6th EDITION (2017)  
Accessibility  
Building  
Energy Conservation  
Fuel Gas  
Mechanical  
Plumbing  
The National Electrical Code - 2014 EDITION  
Florida Fire Prevention Code 6th EDITION (2017)  
Fire Code - NFPA 1 - 2015 EDITION WITH FLORIDA AMENDMENTS  
The Life Safety Code - NFPA 101 - 2015 EDITION WITH FLORIDA AMENDMENTS

**OCCUPANCY:**  
MERCANTILE/BUSINESS (GROUP "M/B")

**CLASSIFICATION OF WORK:**  
NEW CONSTRUCTION

**BUILDING AREA:**  
FIRST FLOOR AREA 5,664 sq ft  
SECOND FLOOR AREA 6,770 sq ft  
TOTAL BUILDING AREA 12,434 sq ft

**TYPE OF CONSTRUCTION:**  
TYPE II-B, UNPROTECTED, UNSPRINKLERED  
NON COMBUSTIBLE

**STRUCTURAL DESIGN CRITERIA:**  
BASIC WIND SPEED 139 mph  
Use coefficients from Chapter 16 F.B.C.  
RISK CATEGORY II EXPOSURE B  
COMPONENTS AND CLADDING MAXIMUM DESIGN WIND PRESSURE  
(including doors and windows) +32.9 psf, -43.9 psf  
FOUNDATION DESIGN BASED ON ALLOWABLE SOIL BEARING PRESSURE OF 2000 psf

## DRAWING INDEX

A0.0 COVER SHEET/ INDEX/ INFORMATION  
A0.1 ARCHITECTURAL SITE PLANS  
A1.1 LIFE SAFETY PLAN  
A2.1 FLOOR PLANS  
A2.2 ROOF ELEVATIONS  
A3.1 EXTERIOR ELEVATIONS  
A4.1 BUILDING SECTION  
A4.2 STAIR DETAILS

## PROJECT TEAM

**ARCHITECT:**  
HARTER - ADAMS P.A.  
377 HAVLAND AVE., SUITE 2010  
ALTA MONTE SPRINGS, FL 32701  
PHONE: (407) 847-2587  
EMAIL: tom.adams@harteradams.com  
CONTACT: TOM ADAMS

**STRUCTURAL ENGINEER:**  
HB ASSOCIATES, LLC  
377 HAVLAND AVE., SUITE 2007  
ALTA MONTE SPRINGS, FL 32701  
PHONE: (407) 740-5444  
EMAIL: hbaum@hbengineers.com  
CONTACT: HARRY BAUMLEY

**MEP ENGINEERS:**  
JOSEPH, LAWRENCE & CO.  
1180 MAPWOOD AVE., SUITE 3000  
ALTA MONTE SPRINGS, FL 32714  
PHONE: (351) 972-4466  
EMAIL: stephanie.borner@jlceng.com  
CONTACT: STEPHANIE BORNER

**CONTRACTOR:**  
COMTEK CONSTRUCTION, LLC  
4113 REBELTSBROOK CT.  
ORLANDO, FL 32820  
EMAIL: kate@comtekconstruction.com  
PHONE: (407) 951-2644

## VICINITY MAP:



## PROJECT SUMMARY:

THE SCOPE OF WORK INDICATED ON THESE DRAWINGS IS CONSTRUCTION OF A NEW TWO STORY BUILDING WITH A PHARMACY BUILD-OUT ON THE GROUND FLOOR AND "VANILLA SHELL" OFFICE SPACE TARGETING MEDICAL OFFICE ON THE SECOND FLOOR.

LA 000006  
HARTER - ADAMS P.A.  
ARCHITECTS AND PLANNERS  
377 HAVLAND AVENUE, SUITE 2010, ALTA MONTE SPRINGS, FLORIDA, 32701  
PHONE: 407-847-2587  
EMAIL: tom.adams@harteradams.com

NEW PHARMACY/OFFICE BUILDING  
5156 S. Orange Avenue  
Orlando, FL 32809

REVISION

JOB NO.

1808

DATE

7/18/19

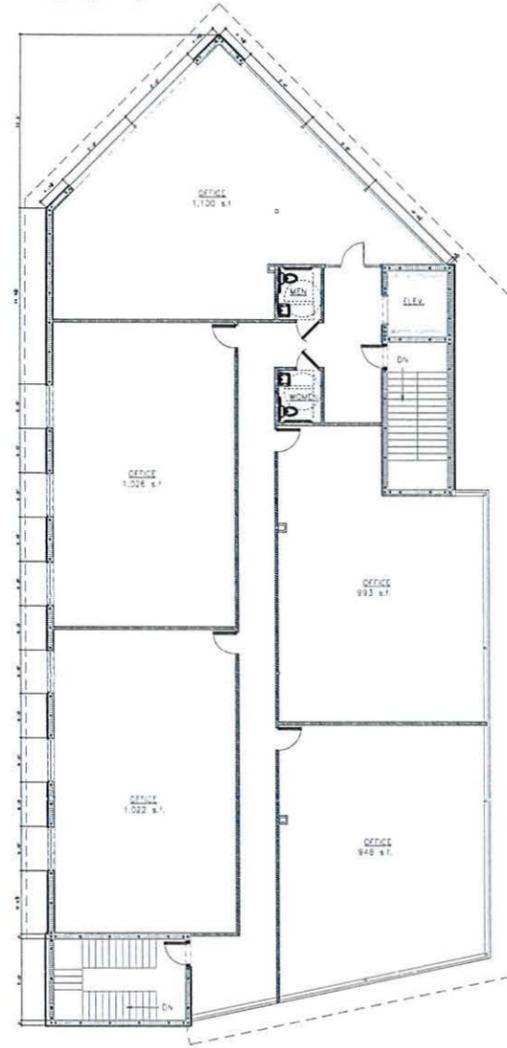
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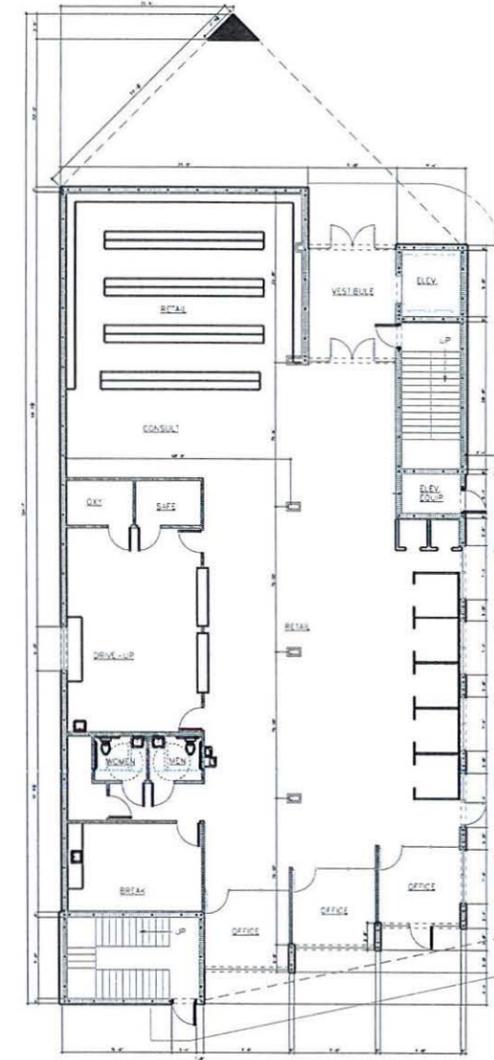
1 OF 1



City of Edgewood  
 Received- 7/25/2019



2 SECOND FLOOR PLAN  
 SCALE: 1/4"=1'-0"



1 FIRST FLOOR PLAN  
 SCALE: 1/4"=1'-0"

AA 000008  
**HARTER - ADAMS P.A.**  
 ARCHITECTS AND PLANNERS  
 377 MAYLAND AVENUE, SUITE 2010, ALAHEMONT SPRINGS, FLORIDA, 32708  
 PHONE: 407-647-5287 EMAIL: tom.adams@hartad.com

**NEW PHARMACY/OFFICE BUILDING**  
 5156G S. ORANGE AVENUE  
 ORLANDO, FL., 32809

REVISION

JOB NO.

0908

DATE

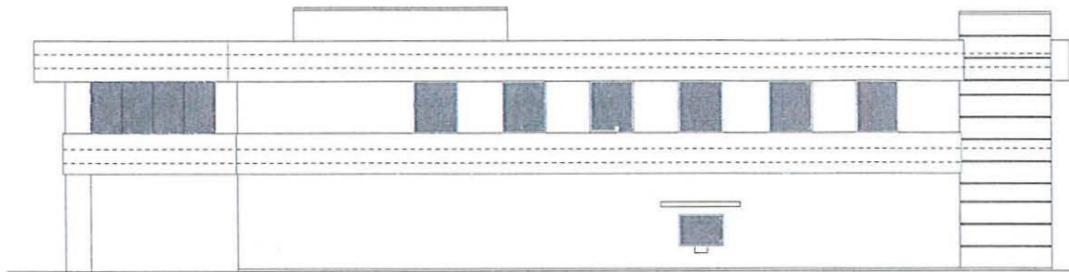
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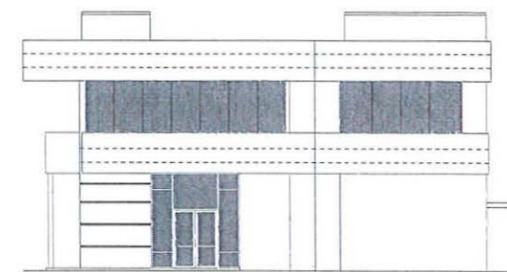
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- OF -

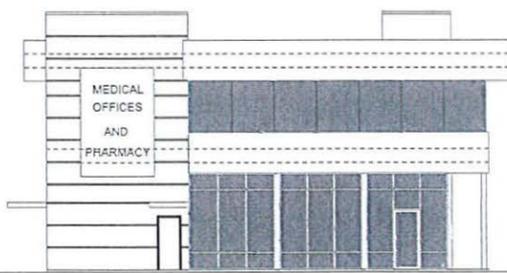
City of Edgewood  
Received - 7/25/2019



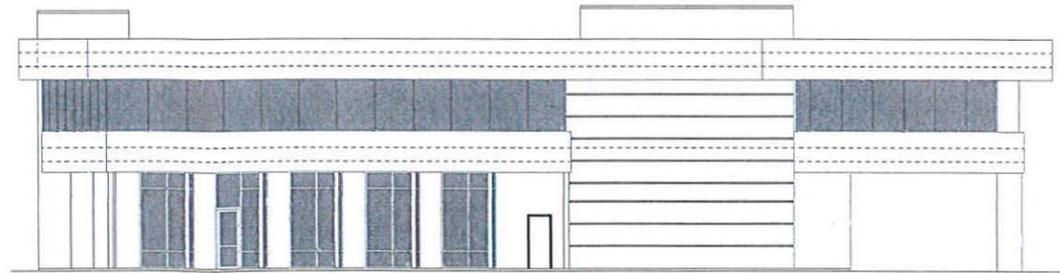
4 SOUTH ELEVATION  
SCALE: 1/4"=1'-0"



3 WEST ELEVATION  
SCALE: 1/4"=1'-0"



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



2 NORTH ELEVATION  
SCALE: 1/4"=1'-0"

AA 000000

HARTER - ADAMS P.A.  
ARCHITECTS AND PLANNERS  
377 MILKMAN ROAD, SUITE 200  
ORLANDO, FLORIDA, 32801  
PHONE: 407-647-2187 FAX: 407-647-2188  
WWW.HARTERADAMS.COM

NEW PHARMACY/OFFICE BUILDING  
5166 S. Orange Avenue  
Orlando, FL, 32809

REVISION

JOB NO.

18001

DATE

7/18/11

SHEET

A3.1

- OF -