



CITY COUNCIL REGULAR MEETING

City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, December 16, 2025 at 6:30 PM

AGENDA

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 (5) 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, INVOCATION, & PLEDGE OF ALLEGIANCE

B. ROLL CALL & DETERMINATION OF QUORUM

C. PRESENTATIONS AND PROCLAMATIONS

D. CONSENT AGENDA

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.

1. November 18, 2025 City Council Meeting Minutes

E. ORDINANCES (FIRST READING)

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

1. Ordinance 2025-12: Certified Recovery Residences

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 134 TO ADD CODE OF ORDINANCES SECTION 134-40 ESTABLISHING A PROCESS FOR THE REVIEW OF REASONABLE ACCOMMODATION REQUESTS FOR CERTIFIED 8 RECOVERY RESIDENCES PURSUANT TO FLORIDA STATUTES SECTION 397.487; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

2. Ordinance 2025-13: Street Repaving Gated Communities

AN ORDINANCE OF THE CITY OF EDGEWOOD, AMENDING CHAPTER 126, SUBDIVISIONS, OF THE CODE OF ORDINANCES, CITY OF EDGEWOOD, TO REVISE THE MANDATORY REPAVING REQUIREMENT FOR PRIVATE STREETS IN GATED NEIGHBORHOODS TO A MANDATORY PAVING NEEDS ASSESSMENT REQUIREMENT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

G. UNFINISHED BUSINESS

1. C-PACE Program

H. NEW BUSINESS

1. 2026 Municipal Election and Canvassing Board

I. GENERAL INFORMATION

J. CITIZEN COMMENTS

K. BOARDS & COMMITTEES

L. STAFF REPORTS

City Attorney Smith

Police Chief DeSchryver

- 1. Chief's Report - November 2025

City Clerk Riffle

- 1. Clerks Report - 11/13 thru 12/10

M. MAYOR AND CITY COUNCIL REPORTS

Mayor Dowless

- 1. Planning & Zoning Board Recommendations

Council Member Lomas

Council Member McElroy

Council Member Rader

Council Member Steele

Council President Horn

N. ADJOURNMENT

UPCOMING MEETINGS & HOLIDAY OFFICE CLOSURES

- Mon, December 22 – Fri, December 26, 2025City Hall & Police Department Offices Closed for Christmas
- Thur, January 1 - Fri, January 2, 2026.....City Hall & Police Department Offices Closed for New Years Day
- Monday, January 12, 2026.....Planning & Zoning Meeting 6:30PM
- Monday, January 19, 2026.....City Hall & Police Department Offices Closed for MLK JR Day
- Tuesday, January 20, 2026.....City Council Meeting 6:30PM

Meeting Records Request

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.

Americans with Disabilities Act

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**.

CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE

ROLL CALL & DETERMINATION OF QUORUM

PRESENTATIONS & PROCLAMATIONS

CONSENT AGENDA



CITY COUNCIL MEETING & FINAL BUDGET HEARING

City Hall – Council Chamber
 405 Bagshaw Way, Edgewood, Florida
 Tuesday, November 18, 2025 at 6:30 PM

Richard A. Horn
 Council President

Chris Rader
 Council President Pro-Tem

Susan Lomas
 Councilmember

Casey McElroy
 Councilmember

Beth Steele
 Councilmember

MINUTES

These minutes provide a summary of the key discussions and decisions made during the November 18, 2025 City Council Meeting. A complete audio recording of the meeting is available for public review for one year. After one year, the City will dispose of the recording in accordance with applicable regulations. To access the recording, please contact Edgewood City Hall at 407-851-2920.

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Council President Horn called the meeting to order at 6:30 pm and led everyone in the Pledge of Allegiance.

ROLL CALL AND DETERMINATION OF QUORUM

Administrative Project Manager Sollazzo confirmed a quorum with all five (5) Councilmembers and Mayor Dowless present.

ELECTED OFFICIALS PRESENT

John Dowless, Mayor
 Richard A. Horn, Council President
 Chris Rader, Council President Pro-Tem
 Susan Lomas, Councilmember
 Casey McElroy, Councilmember
 Beth Steele, Councilmember

STAFF PRESENT

Brett Sollazzo, Administrative Project Manager
 Dean DeSchryver, Police Chief
 Miguel Garcia, Deputy Police Chief
 Scott Zane, Code Compliance Officer
 Drew Smith, City Attorney
 Ellen Hardgrove, City Planner
 Allen Lane, City Engineer

FINAL BUDGET HEARING

Both the ordinance and the resolution were brought back for public hearing and final approval after errors were identified in the previous final budget hearing proceedings, resulting in a violation/infraction. As required by the State of Florida, the City must re-advertise and conduct a new Final Hearing for the FY 2025–2026 budget. All advertisements for this hearing, including the budget summary, were submitted to TRIM and approved.

1. Ordinance 2025-10: Set Millage Rate Fiscal Year 2025/2026

Attorney Smith read Ordinance 2025-10 by title only. A brief discussion occurred among Councilmembers and Mayor Dowless. There was no public comment.

MOTION & ROLL CALL VOTE

Councilmember Rader made a motion to adopt Ordinance No. 2025-10 as presented, setting the City of Edgewood's millage rate for Fiscal Year 2025/2026 at 5.250 mills, representing a 7.760 percent increase over the roll-back rate of 4.872 mills. The motion was seconded by Councilmember McElroy and approved by a roll call vote of 5-0.

Council President Horn	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember McElroy	Favor
Councilmember Steele	Favor

2. Resolution Ordinance 2025-04: Approved Budget Fiscal Year 2025/2026

Attorney Smith read Resolution 2025-04 by title only. A brief discussion occurred among Councilmembers and Mayor Dowless. There was no public comment.

MOTION & ROLL CALL VOTE

Councilmember Rader made a motion to adopt Resolution 2025-04 as presented, approving the City of Edgewood's budget for Fiscal Year 2025/2026. The motion was seconded by Councilmember Lomas and approved by a roll call vote of 5-0.

Council President Horn	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember McElroy	Favor
Councilmember Steele	Favor

CONSENT AGENDA

1. October 21, 2025 City Council Meeting Minutes

Councilmember Lomas made a motion to approve the October 21, 2025 City Council Meeting Minutes as presented. The motion was seconded by Councilmember Steele and approved by a voice vote of 5-0.

BOARDS & COMMITTEES

1. Variance 2025-05: After-the-Fact Variance Requests – 4045, 4053 & 4061 Forrestal Ave

Council President Horn directed that this agenda item be heard earlier in the meeting to accommodate the applicant and avoid an extended wait for their presentation.

Planner Hardgrove presented the request for several after-the-fact variances for the three warehouse/flex buildings at 4045, 4053, and 4061 Forrestal Avenue. The variances are needed to establish legal conforming status after a 2025 survey identified long-standing nonconformities involving building setbacks, building length, parking layout and landscaping, open space, and the road buffer. Planner Hardgrove reviewed the site history, noting that the City approved the original site plan in 1985 and accepted the 1986 as-built drawings, which appeared to match the plan even though actual field conditions did not.

Council President Horn asked about the site's early development and whether the 1986 as-built was a true signed survey. Planner Hardgrove confirmed that it was, and that while it matched the approved plan, the current survey revealed discrepancies. Council President Horn noted the differences between the 1985 plan and actual construction but acknowledged that the origins of those discrepancies are unknown.

Councilmember Rader asked whether staff evaluated alternatives to reduce the number of variances. Planner Hardgrove explained that the buildings cannot be moved, so only limited changes—such as landscaping or parking adjustments—could be considered, and those would likely create new compliance issues. She emphasized that most nonconformities date to original construction and the City's acceptance of the as-built drawings. Councilmember Steele asked about building size, and Planner Hardgrove described the building lengths and noted that both end buildings were constructed longer than approved. Attorney Smith added that the issue surfaced only because the buyer's title company identified the discrepancies.

Planner Hardgrove summarized the setback issues:

- The west setback may be a surveying inconsistency.
- The north setback is six inches short of the minimum requirement.

- The east setback is affected by an undocumented ± 7 -foot loss of property depth tied to a historic railroad right-of-way reservation.

For parking, Planner Hardgrove explained that the landscape islands shown on the approved 1985 site plan were never installed, and the City accepted the as-built layout. Retrofitting islands now would be impractical. She also described the request to allow 8.4-foot-wide parking spaces next to the warehouse bay doors, where the building configuration prevents meeting the standard 9-foot width without losing required parking. The reduced width would apply only in constrained areas; all other spaces must meet current code.

Planner Hardgrove also addressed the open space deficit, noting that the site now has about 10% open space rather than the required 15–20%, largely due to the missing landscape islands and longer buildings. Because these conditions have existed for decades, she recommended allowing the variance but prohibiting any additional impervious area unless full redevelopment occurs. Regarding the road buffer, she explained that the City’s landscape architect approved the existing turf and palms in 2021 and recommended formalizing that approval through a variance, with the condition that palms be replaced with understory trees if they die.

Attorney Charlie Martin, representing the property owner, stated that the site has operated successfully since 1986 and that the applicant was seeking recognition of conditions they inherited and cannot realistically change.

PUBLIC COMMENT

Tina Demostene, an Edgewood resident expressed concern that no engineering report was provided and questioned stormwater capacity given the additional impervious surface. She suggested limited mitigation such as added landscape islands or drainage review. Planner Hardgrove responded that the site has functioned in this condition for almost forty years without flooding issues and is supported by a large regional retention pond to the south. She cautioned that removing pavement could also remove required parking.

Councilmember Rader agreed with staff, noting that any flooding issues would have shown themselves by now and that variances are not intended to redesign a site “on the fly.” He stated a preference for addressing parking issues rather than open-space issues but emphasized that mistakes made decades ago, possibly by staff, should not penalize today’s owner. He asked whether parking-based solutions were explored, for which Planner Hardgrove replied that reducing parking would create new deficiencies. She did explain that the parking variances would only apply to where the building elevations have bay doors. Furthermore, she stated that the parking lot will require re-striping for those parking spaces that are not between the bay doors and that handicapped spaces would need to be ADA compliant. The restriping will result in a loss of a few parking spaces, but the minimum will still be able to be met.

Council President Horn asked what would occur if the variances were denied. Attorney Smith explained that the buildings would remain, but any future redevelopment would trigger full code compliance. Council concluded that the conditions are long-standing, appear to have been accepted by the City at the time, and cannot realistically be corrected without major demolition or loss of required parking. Councilmembers generally agreed that the requested variances represent the minimum necessary to acknowledge existing conditions while ensuring any future construction complies with current code.

MOTION & ROLL CALL VOTE

Councilmember Rader made a motion to approve Variance 2025-05, which was seconded by Councilmember McElroy. The motion was approved by a roll call vote of 5-0. The approvals and associated conditions are as follows:

- **Front Yard Setback:** Approval of 24.2 feet in lieu of 25 feet. Condition: Any new construction must meet the Code-required minimum setbacks.
- **Rear Yard Setback:** Approval of 6’7” in lieu of 15 feet. Condition: Any new construction must meet the Code-required minimum setbacks.
- **North Side Yard Setback:** Approval of 4’6” in lieu of 5 feet. Condition: Any new construction must meet the Code-required minimum setbacks.

- **Parking and Landscaping:** Approval to allow continuous parking spaces without a landscape break and no landscaping within the interior of the vehicular use area. Condition: The vehicular use area shall not be expanded unless in conformance with Code requirements.
- **Parking Space Width:** Approval to allow standard parking spaces a minimum width of 8.4 feet adjacent to the north and south buildings, where bay door configurations limit space width. Condition: All other parking spaces must meet Code requirements. All handicapped spaces, including adjacent aisles, must comply with ADA requirements and City Code.
- **Minimum Open Space:** Approval to allow 10% open space in lieu of 14%. Condition: No additional impervious area shall be approved. Redevelopment must comply with Code.
- **Road Buffer Landscaping:** Approval to allow turf as ground cover and palms instead of shade trees. Condition: Any palms that become diseased or die must be replaced with understory trees from the City's approved tree list.

The Planner noted that the hedge in the road buffer is not healthy. To avoid a code enforcement action, several plants need to be replaced, and irrigation should be checked to ensure proper function.

Council President Horn	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember McElroy	Favor
Councilmember Steele	Favor

ORDINANCES (FIRST READING)

1. Ordinance 2025-12: Certified Recovery Residences

Attorney Smith read Ordinance 2025-12 by title only and explained the purpose behind its adoption. He stated that the ordinance establishes a required process, in accordance with Florida Statute 397.487, for reviewing and approving reasonable accommodation requests for certified recovery residences.

The ordinance creates a new section in the Land Development Code outlining how individuals with disabilities—or the providers who serve them—may request accommodations from zoning or land-use regulations when such accommodations are necessary for a certified recovery residence to operate. He further explained that the ordinance outlines application requirements, review procedures, timelines, an appeal process, and standards consistent with the Fair Housing Act and the Americans with Disabilities Act. Adoption of this ordinance ensures the City complies with state mandates and provides a clear and lawful framework for handling these requests.

Council President Horn asked for clarification on what “reasonable” means and questioned who determines reasonableness. Also inquired why the city is being compelled by the state to implement this process. Attorney Smith explained that “reasonable accommodation” originates from the Americans with Disabilities Act (ADA) and that Florida legislation is aiming to streamline the process. Council President Horn then asked what would happen if the city chooses to not adopt the process, with Attorney Smith stating that while there is no immediate penalty, failure to adopt could lead to potential lawsuits.

PUBLIC COMMENT

Tina Demostene, an Edgewood resident, inquired whether the legislation requires the city to waive fees for reasonable accommodation requests. Attorney Smith explained that the legislation minimizes fees rather than eliminating them entirely. Ms. Demostene sought further clarification, asking whether fees would be reduced or fully waived. Attorney Smith noted that implementing the process would necessitate additional staff analysis and could entail additional funding.

Ms. Demostene also questioned the scope of the process, citing examples from Orange County, such as zoning accommodations for tiny houses on large lots. Attorney Smith clarified that the reasonable accommodation process applies exclusively to certified recovery residences.

Finally, Ms. Demostene asked why the city could not rely on existing code policies for approvals. Attorney Smith explained that, while the city does have a policy for approving multi-bedroom units in public areas, the current code does not address ADA reasonable accommodations. The new legislation establishes a formal process that must be followed for certified recovery residences.

Following public comment, there was a brief discussion amongst Councilmembers prior to a motion and roll call vote.

MOTION & ROLL CALL VOTE

Councilmember Lomas made a motion to approve Ordinance 2025-12 on first reading as presented. The motion was seconded by Councilmember Steele and approved by a roll call vote of 5-0.

Council President Horn	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember McElroy	Favor
Councilmember Steele	Favor

2. Ordinance 2025-13: Street Repaving Gated Communities

Attorney Smith read Ordinance 2025-13 by title only. Planner Hardgrove provided an overview of the proposed ordinance, which updates the City's maintenance standards for private streets in gated communities. The amendment replaces the strict 15-year repaving requirement with a condition-based assessment system. While the baseline requirement to repave every 15 years remains, HOAs may now request a waiver by submitting a professional engineer's assessment to the City Engineer confirming that the roads are still in acceptable condition.

The purpose of the amendment is to align maintenance requirements with actual infrastructure needs and to provide HOAs and property owners with greater financial flexibility. If the roads are deemed sufficient, the engineer may recommend delaying the next mandatory review for up to five years, subject to the City Engineer's approval. Communities may submit updated engineering reports with the timeline based on the City Engineer's direction, but not to exceed five years, to extend the repaving timeline, based on the actual condition of the roads rather than an arbitrary timetable.

The planner states that at their November 10, 2025 meeting, the Planning and Zoning Board recommended the ordinance would apply to all private roads, not just gated communities. After that meeting, staff concluded that inclusion of all private roads would require creating a new section of code since the proposed ordinance related to the gated community part of the subdivision regulations.

Council President Horn inquired whether HOAs are adequately funding repaving over the proposed 15-year cycle. Planner Hardgrove explained that the Legacy community approval did not specifically address repaving and repaving would be a code compliant issue, while Haven Oaks' Development Agreement specifically addresses the repaving and the funding requirements.

Councilmember Rader noted that repaving is more cosmetic than a safety concern for private roads and that the proposed ordinance allows communities to delay repaving based on an engineer's report. Council President Horn emphasized that the City's primary concern is ensuring adequate funding exists for future repaving, rather than dictating specific timing. Attorney Smith added that communities could be asked to certify adequate financial reserves for repaving, but cautioned against the City becoming involved in HOA finances. Councilmember Rader suggested including a requirement for updated cost projections and reserve estimates if a delay in paving is requested. Mayor Dowless asked Engineer Lane why city roads are expected to last 20 years while HOA roads are on a 15-year cycle. Lane explained that city roads are typically paved with thicker asphalt (2 inches versus 1–1.5 inches for private roads), which wears more slowly. A core bore test can confirm pavement thickness and overall condition. Councilmember McElroy added that a pavement engineer can evaluate a private road's useful life based on standard guidelines, assessing depressions, potholes, patches, and cracks.

PUBLIC COMMENT

Caleb Castro, an Edgewood resident and President of the Lake Harbor HOA, stated that his community recently repaved all roads and expressed concern about differing standards for city roads versus HOA roads. He emphasized that private roads should be repaved based on need rather than adhering to a fixed 15-year timeline.

Following public comment, discussion continued among Councilmembers, staff, and Mayor Dowless. The Mayor suggested offering HOAs the opportunity to piggyback on city road repaving projects to save costs and expressed support for extending the repaving schedule to 20 years rather than 15. Councilmember Rader indicated support for the five-year review extension but did not support changing the repaving cycle from 15 years to 20 years. Planner Hardgrove recommended adding wording to the proposed ordinance for the second reading clarifying that the ordinance should account for both the cost of repaving and the status of community reserves.

MOTION & ROLL CALL VOTE

Councilmember Rader made a motion to approve Ordinance 2025-13 on first reading as presented, with a change to the ordinance that would require that, when considering a delay in repaving, HOAs must provide certification of adequate financial reserves, and that the City take into account both the projected cost of repaving and the status of the community's reserve funds.

The motion was seconded by Councilmember Lomas and approved by a roll call vote of 5-0.

Council President Horn	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember McElroy	Favor
Councilmember Steele	Favor

UNFINISHED BUSINESS**1. Ordinance 2025-08: ECD Mixed Use**

Attorney Smith read Ordinance 2025-08 by title only. Planner Hardgrove began by stating that this is a continuation of the second reading of the ECD Mixed Use Ordinance. The Council's direction from the previous meeting was to incorporate all recommended changes and provide a clean ordinance for review. Planner Hardgrove confirmed the following key revisions made based on prior Council discussions:

Key Revisions:

- **Plaza Requirements:** A minimum size requirement was added for plazas situated in non-activity node Mixed Use developments.
- **Live/Work Units:** The regulation specifying required hours per week for live/work units was eliminated.
- **Signage:** The master sign plan required for Activity Node bonus applications must now include references to temporary signs.
- **Parking Configuration:** For Internal Commercial Streets, the number of parallel parking spaces allowed in a row was increased from three to four. Additionally, the size of the islands separating these parking stacks was increased from five feet to eight feet.

Planner Hardgrove noted that although public comments suggested changes in the amount of plaza seating, the seating requirement remains unchanged. The report notes that the current requirement provides a reasonable amount of seating; a minimum plaza size of 0.30 acre would require approximately 75 linear feet of seating, or roughly 12 standard benches.

Planner Hardgrove then presented AI generated site plans of the Bell Rental property as examples of potential redevelopment outcomes under the proposed ordinance. The Council held a brief discussion among themselves prior to proceeding with a motion and roll call vote. There was no public comment.

MOTION & ROLL CALL VOTE

Councilmember Rader made a motion to approve Ordinance 2025-08 as presented on second and final reading. The motion was seconded by Councilmember Lomas and approved by a roll call vote of 5-0.

Council President Horn	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember McElroy	Favor
Councilmember Steele	Favor

NEW BUSINESS

1. Resolution 2025-06: Fiscal Year 2024-2025 Budget Amendments

Attorney Smith read Resolution 2025-06 by title only. Council reviewed the proposed budget amendments and memo from Clerk Riffle, and had no questions. There was no public comment.

MOTION & ROLL CALL VOTE

Councilmember Lomas made a motion to approve Resolution 2025-06 as presented, adopting the final budget amendments for Fiscal Year 2024/2025. The motion was seconded by Councilmember Steele and approved by a roll call vote of 5-0.

Council President Horn	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember McElroy	Favor
Councilmember Steele	Favor

2. Orange County Interlocal Agreement: Fire Prevention and Rescue Services

Council reviewed the proposed amendment to the Interlocal Agreement between the City of Edgewood and Orange County, Florida, regarding the County's provision of fire prevention and rescue services. The amendment was initiated following the Orange County Board of County Commissioners' approval of an increase to the Urban Fire Protection and Emergency Medical Services municipal service taxing unit (Fire MSTU) rate during its Fiscal Year 2025 budget process, which had a significant impact on the City's annual budget.

The Mayor confirmed that the County approached the City with this proposal. The intent of the amendment is to mitigate the budgetary impact by modifying the payment provisions of the original 2018 Agreement. Under the new formula, the City's obligation is calculated based on the lesser of the County's or the City's current year property value increase, a provision noted by the Mayor as ensuring the bill reflects "whatever is cheaper." This change is projected to save the City approximately \$35,000. The Mayor then voiced his support for approving the amendment.

During review, Council noted that the address listed in the agreement was incorrect, showing City Hall as Larue Avenue instead of Bagshaw Way. The address correction will be included as part of the motion.

There was no public comment.

MOTION & ROLL CALL VOTE

Councilmember Lomas made a motion to approve the amendment to the Interlocal Agreement between the City of Edgewood and Orange County, Florida, regarding the County's provision of fire prevention and rescue services, as presented, with the correction of the City Hall address.

The motion was seconded by Councilmember Steele and approved by a roll call vote of 5-0.

Council President Horn	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember McElroy	Favor
Councilmember Steele	Favor

CITIZEN COMMENTS

Ryan Pierson, property owner of 5515 S. Orange Avenue, addressed the Council regarding the current zoning and allowable use of his property. He explained that the property, originally classified as C-1, was constructed and approved by the City as a 5,000-square-foot office warehouse. The Orange County Tax Collector recognizes the property as an industrial warehouse for taxation purposes.

On July 15, 2022, the use of a gym within the building was approved by the City, and parking was not considered an issue. Mr. Pierson stated that he understands the property must comply with City zoning but expressed concern that the previous property owner was not notified of the rezoning to the Edgewood Commercial District (ECD) in 2018, nor was he notified of any restrictions prior to purchasing the property. He further stated that he requested meeting minutes and documentation from City staff regarding the ECD but was told he could not have them.

Administrative Project Manager Sollazzo responded, apologizing for any confusion regarding the meeting minutes and documents request, and clarified that staff would not deny such a request. He confirmed that the following business day he would provide all relevant documents to Mr. Pierson.

Councilmember Rader explained that zoning specifies defined uses in the City Code. He noted that during the ECD approval process, which lasted two to three years and included public input, the allowable uses for each property were carefully vetted. He noted that prior to the property being zoned ECD, the property was classified as C-1, which does not permit industrial uses. While a parking variance could potentially ease related burdens, changing the use to warehouse would be contrary to the ECD vision.

Mr. Pierson emphasized that the building is currently designed as a warehouse, with an office in the front and storage in the rear. He noted that his request to have a HVAC installation business there was denied, limiting his ability to fully utilize the property. Councilmember Rader acknowledged that the building may be underutilized but stated that the Council is not interested in introducing warehousing in this corridor, as it would alter the intended pattern of development.

Attorney Smith clarified for the Council and the record that Mr. Pierson appears to be seeking formal direction from Council on next steps to allow certain uses at the site, such as office-warehouse operations. Planner Hardgrove added that the ECD regulations contain very specific permitted uses, many of which allow a retail or office in the front of a building, and the rear used for storage associated with the front use. But the type of retail and office uses that would be allowed are specifically those listed in the ECD regulation. The purpose of the listed uses is to support the residential component of Edgewood. She noted that HVAC installations are specifically prohibited in the ECD, though some specialized uses, such as medical equipment storage, may be allowed. She noted that the original use in the building (office/warehouse) should never have been approved as such is contrary to the C-1 zoning district. Furthermore, she noted that the parking ratio that was used for that original approval was for industrial use (1 space per 1,000 square feet) another anomaly since industrial uses have never been allowed in the C-1 zoning district.

Administrative Project Manager Sollazzo noted the quantity of parking on the property significantly limits the type of uses that can occupy the building. He presented two potential options for consideration; the owner could pursue a parking variance to allow one space per 1,000 square feet and explore whether Council would consider adding certain uses to the ECD list through a Special Exception, allowing uses that may be appropriate for this site.

Councilmember Rader inquired about interest from prospective buyers. Mr. Pierson stated that offers have been made, but only for less than the outstanding mortgage on the property. The Mayor noted that potential future changes to the parking code could help increase the potential uses of the property.

No formal action was taken during this discussion.

STAFF REPORTS

1. Police Chief DeSchryver

The City recently hosted its Annual Trunk-or-Treat event, which drew a large crowd and was a great success thanks to the efforts of City Hall and Police Department staff. The Edgewood Police Department welcomed Christopher Camerer as its newest probationary officer, who is currently in “Week Zero.” The department also took delivery of a new patrol vehicle, with roughly 25% of the cost covered by a grant. Additionally, Melanie Judy has been hired as the new Evidence/Property & Records Clerk, with her official start date set for November.

2. Clerk Riffle

Clerk Riffle was not in attendance, so Council reviewed her report, and Administrative Project Manager Sollazzo provided a brief overview. The City is managing multiple initiatives, including ongoing FY 2024/2025 Workers’ Compensation and Financial Audits. Council President Horn highlighted the upcoming March 10, 2026, municipal election, noting that Council seats held by Susan Lomas and Chris Rader are up for reelection, with candidate qualifying beginning January 5 and resources to be posted on the City website in December.

Administrative Project Manager Sollazzo brought up the Holiday Appreciation Luncheon and asked the Chief if he and Sandy had set a date; the Chief indicated it could possibly be Friday, December 12 or 19. Recent and upcoming events include a successful Truck-or-Treat and the Santa Fly-in on December 5, for which volunteers are being recruited.

3. Attorney Smith

No report was provided by Attorney Smith this month.

MAYOR AND COUNCIL REPORTS

1. Mayor Dowless

Mayor Dowless and Councilmember Steele met with representatives from the Florida League of Cities and South State Bank to review strategies for allocating city funds across various account types to maximize investment returns. Attorney Smith noted that while a formal resolution is not required, a formal vote by the Council is necessary to authorize the transfer of funds.

The Mayor reported ongoing discussions with Retail Strategies, a firm that assists with marketing city properties for redevelopment. Feedback from references has been mixed—some positive, some negative—and additional references are being contacted to gather further input.

Mayor Dowless will attend a meeting on November 19 with Orange County Mayor Demings to discuss the transportation tax. The Mayor also highlighted the city’s Christmas light display, praising its appearance and thanking Administrative Project Manager Sollazzo for securing the vendor and raising funds to cover 100% of the project costs. He noted that the

city could receive a 10% discount if a three-year agreement is signed with the vendor. After discussion, the Council approved entering into the three-year agreement.

2. Councilmember Rader

Councilmember Rader inquired about the forms and mandatory reporting required for his potential upcoming reelection. Attorney Smith confirmed that, at this time, the required form remains Form 1.

3. Councilmember Steele

Councilmember Steele wished everyone a Happy Thanksgiving.

4. Councilmember Lomas

No report was provided by Councilmember Lomas this month.

5. Councilmember McElroy

No report was provided by Councilmember McElroy this month.

6. Council President Horn

No report was provided by Council President Horn this month.

ADJOURNMENT

Councilmember Lomas made a motion to adjourn the meeting, seconded by Councilmember Rader. The meeting was adjourned at 8:32 PM.

Richard A. Horn, Council President

Attest:

Brett Sollazzo, Administrative Project Manager

ORDINANCES (FIRST READING)

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

Ordinance 2025-12: Certified Recovery Residences

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ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 134 TO ADD CODE OF ORDINANCES SECTION 134-40 ESTABLISHING A PROCESS FOR THE REVIEW OF REASONABLE ACCOMMODATION REQUESTS FOR CERTIFIED RECOVERY RESIDENCES PURSUANT TO FLORIDA STATUTES SECTION 397.487; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 397.487(15)(a), Florida Statutes, mandates that each municipality and county in the State of Florida must adopt an ordinance establishing procedures for the review and approval of certified recovery residences; and

WHEREAS, Section 397.487(15)(a), Florida Statutes, further mandates the inclusion within such ordinance of a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, Section 397.487(15)(b), Florida Statutes, provides that the regulation of the establishment of certified recovery residences must be consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.); and

WHEREAS, the City of Edgewood Planning and Zoning Board held a public hearing, with all required public notice, to provide recommendations to the City Council on this Ordinance to amend the Land Development Code and recommend that the City Council adopt the Ordinance; and

WHEREAS, adoption of this Ordinance ensures that the City of Edgewood complies with Section 397.487(15), Florida Statutes, and that the best interest of the public health, safety, and welfare is served.

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

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein by reference.

Section 2. Chapter 134, Article I, Section 134-40, “Requests for Accommodations by Certified Recovery Residences” of the City of Edgewood Code of Ordinances, is hereby created to read as follows (Note: additions indicated by underscore; deletions indicated by ~~striketrough~~; and text that shall remain unaltered that is not reproduced here is indicated by ellipses (***)):

134-40. - REQUESTS FOR ACCOMMODATIONS BY CERTIFIED RECOVERY RESIDENCES.

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(A) Purpose and applicability. The purpose of this section is to establish procedures for review and approval of reasonable accommodation requests to the City’s land use and zoning ordinances, rules, regulations, policies, and procedures that may prohibit establishment of certified recovery residences pursuant to section 397.487, Florida Statutes. Facilitating reasonable accommodation requests ensures that individuals with a disability and/or handicap have equal opportunity to use and enjoy dwellings, buildings or structures, or to provide accessibility in another manner, as provided by the Federal Fair Housing Amendments Act (42 U.S.C. §§ 3601 et seq. (“FHA”) and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. §§ 12131 et seq. (“ADA”). For purposes of this section, a “disabled” person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City’s Land Development Code, Code of Ordinances, rules, regulations, policies, or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

(B) Applicant. Any person who is disabled or a provider of services to disabled individuals qualifying for a reasonable accommodation, collectively referred to as “Applicant” in this subsection, may request a reasonable accommodation to the City’s land use and zoning ordinances, rules, regulations, policies, and procedures that prohibit establishment of certified recovery residences. It is the responsibility of the Applicant to establish that they, or those who are being provided recovery services, are protected individuals under the FHA and/or ADA by demonstrating that the proposed accommodation is reasonable and necessary to afford the Applicant, or those who are being provided services, an equal opportunity to use and enjoy a residential dwelling.

(C) Application Procedure. A request for reasonable accommodation shall be made to the City Clerk. An application for reasonable accommodation must, at a minimum, provide the following:

- (1) Name and contact information of the Applicant or the Applicant’s authorized representative;
- (2) Property address and parcel identification number of where the reasonable accommodation is being requested. If the Applicant is not the owner of the property, then the contact information for the owner and an owner’s authorization form is also required;
- (3) A description of the accommodation and the specific regulation(s) and/or procedures from which the accommodation is sought;
- (4) Reasons the accommodation may be necessary for the Applicant or those who are being provided services;
- (5) A description of the qualifying disability or handicap;
- (6) A certification signed by the Applicant stating: I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS REQUEST IS TRUE AND CORRECT. I UNDERSTAND THAT IF I KNOWINGLY PROVIDE FALSE INFORMATION WITH THIS REQUEST, MY REQUEST SHALL BECOME NULL AND VOID;

- 93 (7) A verification of disability status form executed by someone with personal
94 knowledge of the Applicant's, or those who are being provided services', disability,
95 such as a medical or social services professional;
96 (8) Any additional information or documentation the Applicant feels is necessary to
97 supplement the request for reasonable accommodation.
98 (9) Signature of the Applicant and date.
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100 The City Clerk will date-stamp the application upon receipt and notify the Applicant, in
101 writing, within 30 days if additional information is required. The Applicant must provide
102 the additional information within 30 days. Failure of the Applicant to provide a response
103 within 30 days will result in the application being denied, unless the Applicant requests an
104 extension of time in writing.
105

106 (D) Review. Within 60 days of receiving a completed application, the City Clerk, or designee,
107 shall review the request for reasonable accommodation and make a determination
108 consistent with the FHA and/or ADA, after considering all of the following:
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110 (1) Whether the Applicant has established that they are protected under the FHA
111 and/or ADA by demonstrating that they or those being provided recovery services,
112 are handicapped or disabled, as defined in the FHA and/or ADA. To do this, the
113 following must be shown:
114

- 115 (a) A physical or mental impairment which substantially limits one (1) or more
116 major life activities;
117 (b) That they are regarded as having such impairment; and
118 (c) A record of having such impairment.
119

- 120 (2) Whether the requested accommodation is reasonable and necessary to afford the
121 Applicant an equal opportunity to use and enjoy the dwelling, building or structure,
122 or provides accessibility in another manner.
123 (3) Whether the requested accommodation would impose an undue financial or
124 administrative burden on the City.
125 (4) Whether the requested accommodation would require a fundamental alteration in
126 the nature of the land use and zoning regulations of the City.
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128 If the City Clerk, or designee, finds that the requested accommodation will impose an
129 undue financial or administrative burden on the City or will require a fundamental
130 alteration in the nature of the City's land use and zoning regulation, they may consider
131 whether an alternative reasonable accommodation exists which would effectively meet the
132 disability-related need. An alternative reasonable accommodation may be the requested
133 accommodation with conditions. In conducting the review, the City Clerk, or designee,
134 may make a site visit to the property where the reasonable accommodation is being
135 requested.
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137 (E) Determination. Once review of the request is complete, the City Clerk, or designee, will
138 make a determination in writing to:

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- (1) Approve the reasonable accommodation request in whole or in part, with or without conditions; or
- (2) Deny the reasonable accommodation request, in accordance with state and federal law, and state the objective evidence-based reasons for denial and identify any deficiencies or actions necessary for reconsideration.

The written determination by the City Clerk, or designee, shall also include the Applicant's right and method to appeal the determination. If the written determination is not issued within 60 days after receipt of the completed application, the reasonable accommodation request is deemed approved unless the parties agree in writing to a reasonable extension of time.

- (F) Appeals. Applicant shall have 30 days from the date of the City Clerk or designee's, written determination to appeal the determination or any conditions included therein, to the City Clerk. Appeals must be made in writing and include the name of the Applicant, address and contact information, a written summary of the reason for the appeal, and an explanation of why the determination or condition is in error. Appeals shall be submitted to the City Clerk. The City Clerk shall issue a final decision on the appeal within 45 days of submitting the appeal to City Clerk.
- (G) No Fee. There shall be no fee imposed by the City for the reasonable accommodation request process outlined in this section.
- (H) Stay of Enforcement. While a request for reasonable accommodation, or its appeal, is pending, the City will not enforce any applicable land use and zoning ordinances, rules, regulations, policies, and procedures against the Applicant.
- (I) Expiration of Approvals. Approval of requests for reasonable accommodation shall expire within one hundred eighty (180) days if not implemented.
- (J) Revocation of Reasonable Accommodation. Any reasonable accommodation received shall be deemed revoked if the Applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases. Failure to obtain state certification or a required state license, or failure to maintain state certification or a required state license or alternate certification permitted by this section, shall result in revocation of the reasonable accommodation and cessation of operations within sixty (60) days of termination of the license or certification.
- (K) Confidential Information. Should the information provided by the Applicant to the City include medical information or records, including records indicating the medical condition, diagnosis, or medical history of the disabled individual(s), such individual(s) may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual(s).

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(L) General Provisions. The following general provisions are applicable to all reasonable accommodation requests:

- (1) The Applicant may apply for a reasonable accommodation on their own behalf or may be represented at all stages of the reasonable accommodation process by an attorney, legally appointed guardian, or other person designated by Applicant as a power of attorney.
- (2) In the event that a reasonable accommodation is granted, the Applicant shall continue to comply with any and all other applicable building and/or permitting processes required by the City’s Code of Ordinances and Land Development Code and all other state and federal laws.
- (3) A reasonable accommodation is specific to the Applicant and does not run with the subject property.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Codification. The City Clerk shall cause the Code of Ordinances of the City of Edgewood to be amended as provided by this Ordinance and may renumber, re-letter, and rearrange the codified parts of this Ordinance if necessary to facilitate the finding of the law.

Section 5. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this ____ day of _____, 2025.

SECOND READING and adoption this ____ day of _____, 2025.

Richard A. Horn, Council President

ATTEST:

Sandra Riffle
City Clerk

**Ordinance 2025-13:
Street Repaving Gated
Communities**

40 **c) In conjunction with any professional engineer's opinion submitted for a waiver under**
41 **subsection (a), the HOA must provide evidence of adequate financial planning and**
42 **reserve funding. This evidence must be explicitly addressed and certified by the**
43 **professional engineer in their report, which shall include:**

44 **1. A statement of assurance that the HOA maintains sufficient, properly allocated**
45 **reserve funds specifically designated for the future required repaving, milling,**
46 **overlay, or other major pavement maintenance.**

47 **2. A specific calculation or confirmation that the current reserve balance and planned**
48 **future contributions are financially sufficient to fund the entire estimated cost of the**
49 **pavement maintenance or repaving required by this regulation, projected over the**
50 **proposed extension period.**

51 **3. A confirmation that the HOA's reserve study is current (completed within the last**
52 **three years) and adequate for all required common element maintenance, with**
53 **specific emphasis on the paving reserves.**

54 (d) The City Engineer shall review the submitted engineer's opinion, corrective action plan, and
55 timeline. The City Engineer retains the authority to reject the submitted professional engineer's
56 opinion if it is found to be incomplete, inaccurate, or in conflict with acceptable engineering
57 practices or city standards, and may require a new assessment or specific maintenance actions.

58 (d) If a waiver is granted under subsection (a), the professional engineer's opinion must also
59 explicitly establish the date (month and year), not to exceed five (5) years from the date of the
60 current assessment, when one of the following mandatory actions must occur:

61 1. A new professional engineer's opinion assessing the road condition must be submitted to the
62 City Engineer; OR

63 2. Repaving, milling, or overlay or other major pavement maintenance must commence.

64 **SECTION THREE.** Severability Clause. In the event that any term, provision, clause,
65 sentence or section, or Exhibit of this Ordinance shall be held by a court of competent jurisdiction
66 to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity,
67 illegality, or unenforceability shall not affect any of the other or remaining terms, provisions,
68 clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied
69 as if the invalid, illegal, or unenforceable term, provision, clause, sentence or section did not exist.

70 **SECTION FOUR.** Ordinances in Conflict. All ordinances or parts thereof, which may
71 be determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to
72 the extent of such conflict.

73 **SECTION FIVE.** Effective Date. This Ordinance shall become effective on the date
74 adopted by City Council.

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76 PASSED ON FIRST READING THIS _____ DAY OF _____, 2025.

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78 PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

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80 CITY OF EDGEWOOD, FLORIDA

81 CITY COUNCIL

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Richard A. Horn, Council President

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85 ATTEST:

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Sandra Riffle, City Clerk

UNFINISHED BUSINESS

C-PACE Program

RESOLUTION NO. 2025-05

A RESOLUTION OF THE CITY OF EDGEWOOD (THE “CITY”), FLORIDA, AUTHORIZING A COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM WITHIN THE CORPORATE LIMITS OF THE CITY; APPROVING AN AGREEMENT WITH THE FLORIDA RESILIENCY AND ENERGY DISTRICT; UTILIZING VOLUNTARY NON-AD VALOREM ASSESSMENTS TO FINANCE QUALIFYING IMPROVEMENTS; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, pursuant to the Florida PACE Act, codified in Section 163.08 through Section 163.087, Florida Statutes (the “PACE Act”), commercial property owners may voluntarily finance improvements to real property related to waste systems, resiliency, flood and water damage mitigation, energy conservation and efficiency, renewable energy and water conservation efficiency improvements (“Qualifying Improvements”) and repay such financing through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"); and

WHEREAS, the Florida Resiliency and Energy District (“District”) is a separate legal entity and unit of local government within the State of Florida which was established by interlocal agreement for the express purpose of providing a platform to facilitate the financing of Qualifying Improvements throughout Florida; and

WHEREAS, the upfront costs of Qualifying Improvements impede installation and existing financing options may be insufficient for commercial property owners to access cost-effective financing for Qualifying Improvements due to requirements associated with traditional debt or equity financing options; and

WHEREAS, the District has created a financing, levy and collection process to implement its C-PACE program to assist commercial property owners who desire to improve their real property with Qualifying Improvements; and

WHEREAS, pursuant to the PACE Act, the District may only offer its C-PACE program for commercial properties located within the jurisdiction of the CITY if the CITY has authorized the District to do so; and

WHEREAS, the City Council deems it to be in the best interest of its residents to authorize the District’s C-PACE program and to facilitate the financing of Qualifying Improvements to commercial properties located within the CITY.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Council hereby adopts and incorporates into this Resolution the City staff report and agenda memorandum relating to this Resolution. The forgoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted. The City Council has complied with all requirements and procedures of Florida law in processing and noticing this Resolution.

SECTION 2. PERMITTING OF PACE PROGRAM. The City Council hereby authorizes the District to offer its C-PACE program in accordance with the PACE Act, to eligible commercial property owners within the boundaries of the CITY.

SECTION 3. APPROVAL OF AGREEMENTS; AUTHORIZATION TO EXECUTE. The City Council approves the Agreement attached hereto and incorporated herein as Exhibit “A” and authorizes The Mayor to execute the Agreement.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The Mayor is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The Mayor may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such employees as deemed effectual and prudent.

SECTION 5. SCRIVENER’S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Resolution 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 Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 18th day of November, 2025

EDGEWOOD, FLORIDA

John Dowless, Mayor

ATTEST:

Sandra Riffle, City Clerk

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Ryan Bartkus
Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
156 Tuskawilla Road, Suite 2340
Winter Springs, Florida 32708

(SPACE reserved for Clerk of Court)

EXHIBIT A
LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE
FLORIDA RESILIENCY AND ENERGY DISTRICT AND
THE CITY OF EDGEWOOD

This Limited Purpose Party Membership Agreement (the “Agreement”) is entered into this 18th day of November, 2025 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT (“FRED”)**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and the City of Edgewood (“CITY”) (collectively, the “Parties”) for the purpose of providing a Commercial Property Assessed Clean Energy (“CPACE”) program within the legal boundaries of the CITY.

WITNESSETH

WHEREAS, pursuant to the Florida PACE Act, codified in Section 163.08 through Section 163.087, Florida Statutes (the “PACE Act”), property owners may voluntarily finance improvements related to waste systems, resiliency, energy efficiency and conservation, renewable energy and water conservation efficiency improvements (“Qualifying Improvements”) with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

WHEREAS, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time (the “Interlocal Agreement”) was initially entered into between the Town of Lake Clarke Shores and the City of Fernandina Beach (each a “Founding Member”) and subsequent parties thereto (the “Public Agencies”) and, in the limited capacity described therein, the Florida Development Finance Corporation (“FDFC” and together with the Public Agencies, the “Parties”), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property; and

WHEREAS, the CITY finds that the financing of Qualifying Improvements through the FRED CPACE Program provides a special benefit to participating real property within its legal boundaries; and

WHEREAS, the Parties to this Agreement desire to supplement the Interlocal Agreement to include CITY as a Limited Member, as such term is defined in the Interlocal Agreement, on the date last signed below.

NOW, THEREFORE, in consideration of the above recitals, terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

SECTION 1. DEFINITIONS. Any capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

SECTION 2. PURPOSE. The purpose of this Agreement is to facilitate the financing of Qualifying Improvements to commercial properties through a CPACE program, in accordance with the PACE Act and provide an efficient process for real property owners within the legal boundaries of the CITY to access the CPACE program and authorize FRED to administer the CPACE program within such legal boundaries.

SECTION 3. RIGHTS OF PARTIES. FRED, together with its member Parties and the CITY, with the intent to be bound thereto, hereby agree that the CITY shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the CITY, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the CITY.

SECTION 4. INCORPORATION OF RECITALS AND LEVY OF SPECIAL ASSESSMENTS. The Parties hereby acknowledge and agree with each recital to this Agreement and incorporate such findings herein as their own. The non-ad valorem special assessments arising from a property owner's voluntary participation in the CPACE program shall be levied by FRED on properties within the legal boundaries of the CITY and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

SECTION 5. QUALIFYING IMPROVEMENTS. FRED may provide access to financing for Qualifying Improvements to real property within the legal boundaries of the CITY, in accordance with the PACE Act and the terms of the Interlocal Agreement.

SECTION 6. FINANCING AGREEMENT. Before extending any financing or subjecting any participating real property within the legal boundaries of the CITY to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the PACE Act and this Agreement, enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the CITY who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills and shall contain any other terms and conditions as may be required by the PACE Act. The Parties hereto acknowledge and agree that the CITY shall have no obligations under any such Financing Agreements.

SECTION 7. BOUNDARIES OF THE PACE PROGRAM. For the limited purposes of administering the CPACE program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the CITY, which legal boundaries may be limited, expanded to reflect annexation, or more specifically designated from time to time by the CITY by providing written notice to FRED. Upon execution of this Agreement and written request thereafter, the CITY agrees to provide FRED the current legal description of the legal boundaries (if available) of the CITY.

SECTION 8. ELIGIBLE PROPERTIES. Within the legal boundaries of the CITY, commercial real property may be eligible for participation in the CPACE program within the limits otherwise prescribed in the PACE Act.

SECTION 9. SURVIVAL OF SPECIAL ASSESSMENTS. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the CITY to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the CITY. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with the PACE Act and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the CITY as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

SECTION 10. TERM. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the CITY ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the CITY referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were received prior to the Termination Date, and who received funding through the CPACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

SECTION 11. CONSENT. This Agreement, together with the resolution by the governing board of the CITY approving this Agreement, shall be considered the Parties' continued consent to authorize FRED to administer the CPACE program within the legal boundaries of the CITY, required by the PACE Act.

SECTION 12. COORDINATOR. The CITY Manager's Office within the CITY shall serve as the CITY's primary point of contact and coordinator. The CITY will advise FRED of any changes to the CITY's own primary contact and coordinator within 30 days of such changes.

SECTION 13. LIMITED OBLIGATIONS. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the CITY without a separate interlocal agreement or other authority provided by State law. To the extent that FRED or FDFC issues CPACE-related bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the CITY. The issuance of such bonds shall not directly or indirectly or contingently obligate the CITY to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the CITY. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the CITY is not an obligated party, and also adequately disclose material attendant risks with CPACE programs.

SECTION 14. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.

(A) The CITY and FRED are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(0), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the founders or members of FRED shall not be held jointly liable for the torts of the officers or employees of the FRED, or any other tort attributable to FRED, and that FRED alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. CITY and FRED acknowledge and agree that FRED shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. The CITY is completely independent of FRED. To the extent provided by law, FRED shall indemnify, defend and hold harmless the CITY from any and all damages, claims, and liability arising from the negligence or intentional misconduct of FRED relating to operation of the CPACE program. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(B) Neither the CITY, nor the local governments who are either or both the founders or members of the Agency, nor any subsequently joining or participating local government as members of FRED shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED, except to the extent otherwise mutually and expressly agreed upon, and neither FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED have any authority or power to otherwise obligate either the CITY, the local governments who are either or both the founders or members of FRED, nor any subsequently subscribing or participating local government in the business of FRED in any manner.

(C) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.

SECTION 15. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser (if requested) having jurisdiction over the legal boundaries of the CITY, which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the CITY. If required by the tax collector and property appraiser, the CITY agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

SECTION 16. AGENTS OF FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable CITY, state and federal laws.

SECTION 17. NOTICES. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, or by electronic mail, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
156 Tuskawilla Road, Suite 2340
Winter Springs, FL 32708
info@fdcbonds.com

and Issuer's Counsel with Nelson Mullins Riley & Scarborough LLP
Joseph Stanton, Esq.
Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, FL 32801-4961
407.839.4200 (t)
jstanton@nelsonmullins.com

If to CITY:

Sandra Riffle, City Clerk
405 Bagshaw Way.
Orlando, FL 32809
info@edgewood-fl.gov

SECTION 18. AMENDMENTS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the CITY and FRED or other delegated authority authorized to execute same on their behalf.

SECTION 19. JOINT EFFORT. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

SECTION 20. ASSIGNMENT. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

SECTION 21. THIRD PARTY BENEFICIARIES. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties

may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

SECTION 22. RECORDS. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

SECTION 23. RECORDING. This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of Orange County and recorded in the public records of Orange County, as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

SECTION 24. SEVERABILITY. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 25. EFFECTIVE DATE. This Agreement shall become effective upon the execution by both Parties hereto.

SECTION 26. LAW, JURISDICTION, AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Ninth Judicial Circuit in and for Orange County, Florida, the United States District Court for the Middle District of Florida or United States Bankruptcy Court for the Middle District of Florida, as appropriate.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the City by its Mayor, its seal affixed hereto, as attested by its Clerk as of the 18th day of November, 2025.

Edgewood, Florida

By: _____
John Dowless, Mayor

APPROVED AS TO FORM:

By: _____
Drew Smith, Attorney

ATTEST:

By: _____
Sandra Riffle, Clerk

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

FLORIDA RESILIENCY AND ENERGY DISTRICT

Signature

By: _____

Print Name

Address: 156 Tuskawilla Road, Suite 2340
Winter Springs, Florida 32708

WITNESS:

Signature

Print Name

Address: 156 Tuskawilla Road, Suite 2340
Winter Springs, Florida 32708

STATE of FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2025, by _____, _____ of the Florida Resiliency and Energy District, who is personally known to me/has produced _____ as identification.

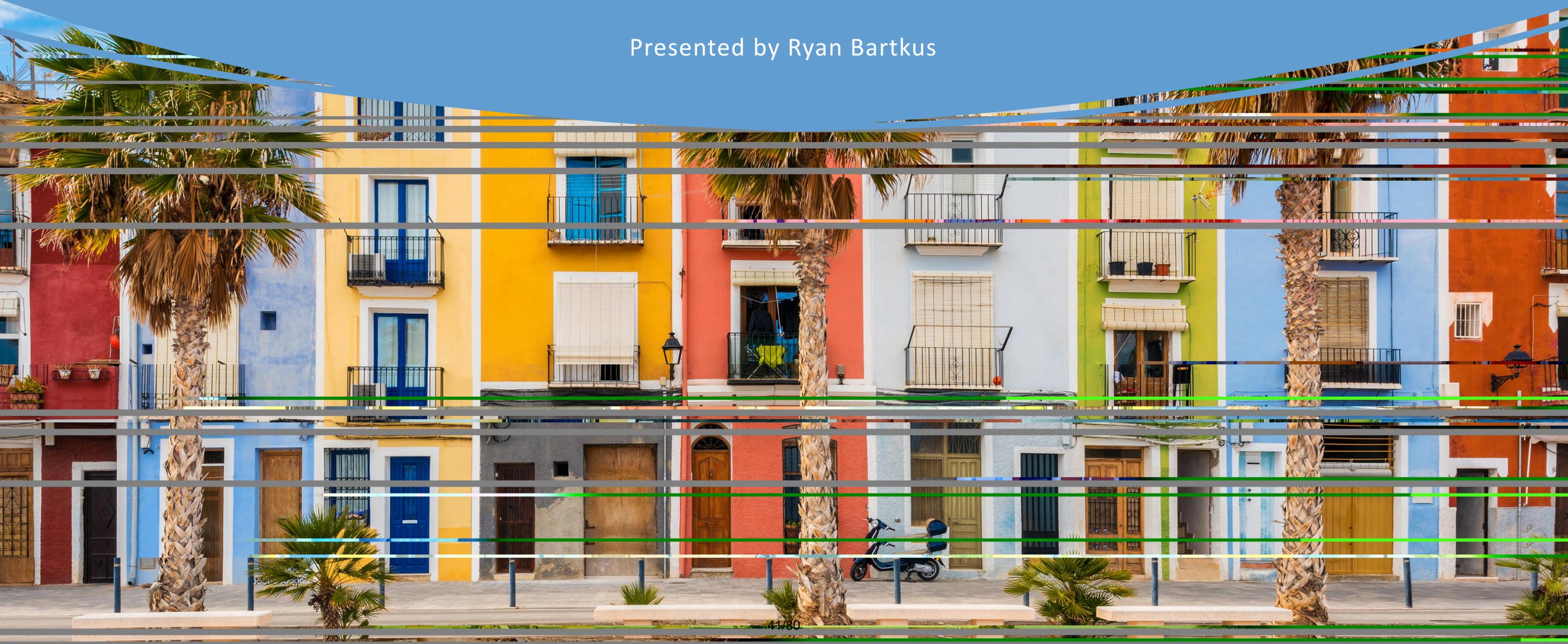
Printed/Typed Name: _____

Notary Public – State of Florida

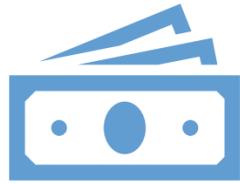
Commission Number:

FDFC Commercial PACE Program

Presented by Ryan Bartkus



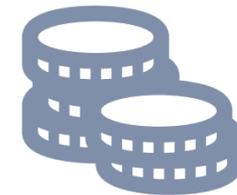
What is Commercial PACE?



**Private capital
financing program**



**Repayment
through voluntary
assessment**



**Drives local
economic
development**



**Improves
commercial
buildings**

How It Works



**Property Owner Applies
(voluntary program)**



Project Qualified

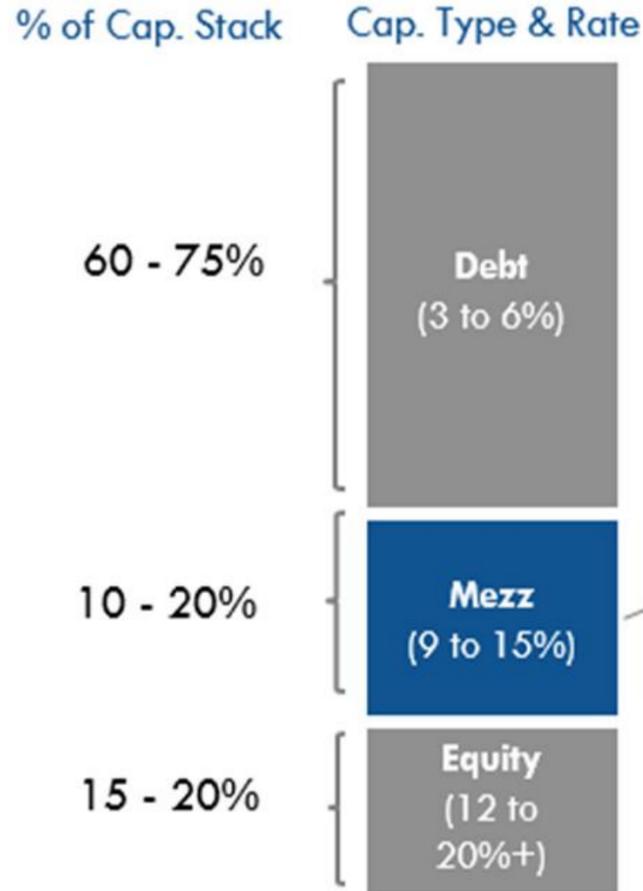


**Qualified Improvements
Installed**



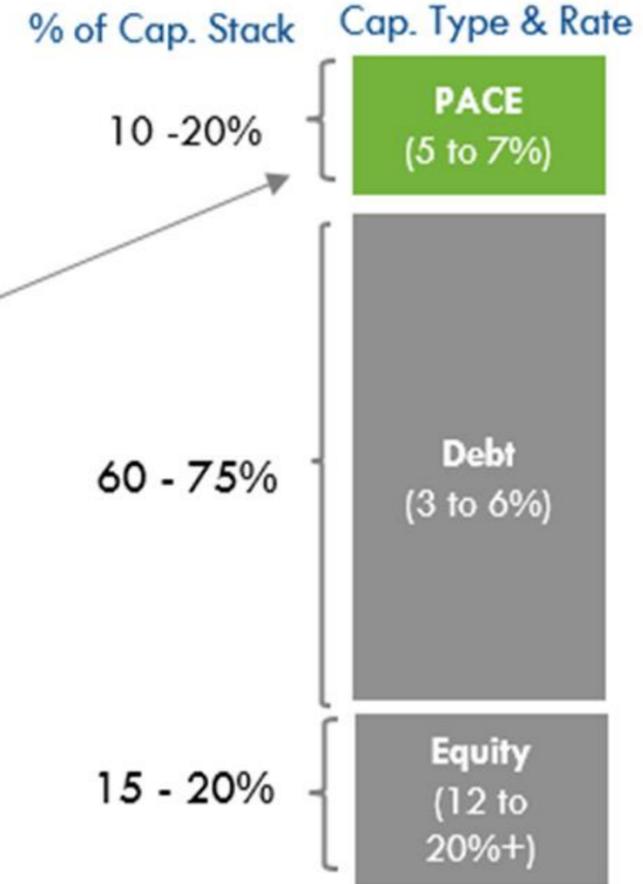
Repayment on tax bill

Conventional CRE Capital Stack



BLENDED CAPITAL RATE
8.2%

New CRE Capital Stack with PACE



BLENDED CAPITAL RATE
6.8% to 7.2%

Cost of Capital Reduction

Qualifying Improvements



Energy Efficiency: HVAC, lighting, insulation, windows



Renewables: Solar PV, storage, geothermal



Resiliency: Roof hardening, flood mitigation, wind protection, stormwater



Water Conservation: Low-flow systems, irrigation



Turn-Key Program Administrator

About FDFC

Created in 1993

Interlocal Agreements

Tax-Exempt Bonds

Commercial PACE Notes

FLORIDA
RESILIENCY
ENERGY
DISTRICT

Special District

About FRED

Separate legal entity
163.01(7)

Levy and collection
authority

ILA and Services
Agreements

PROGRAM HISTORY

2014

Program Development

2016

Special District (FRED)

2018

Initial Assessments

2020

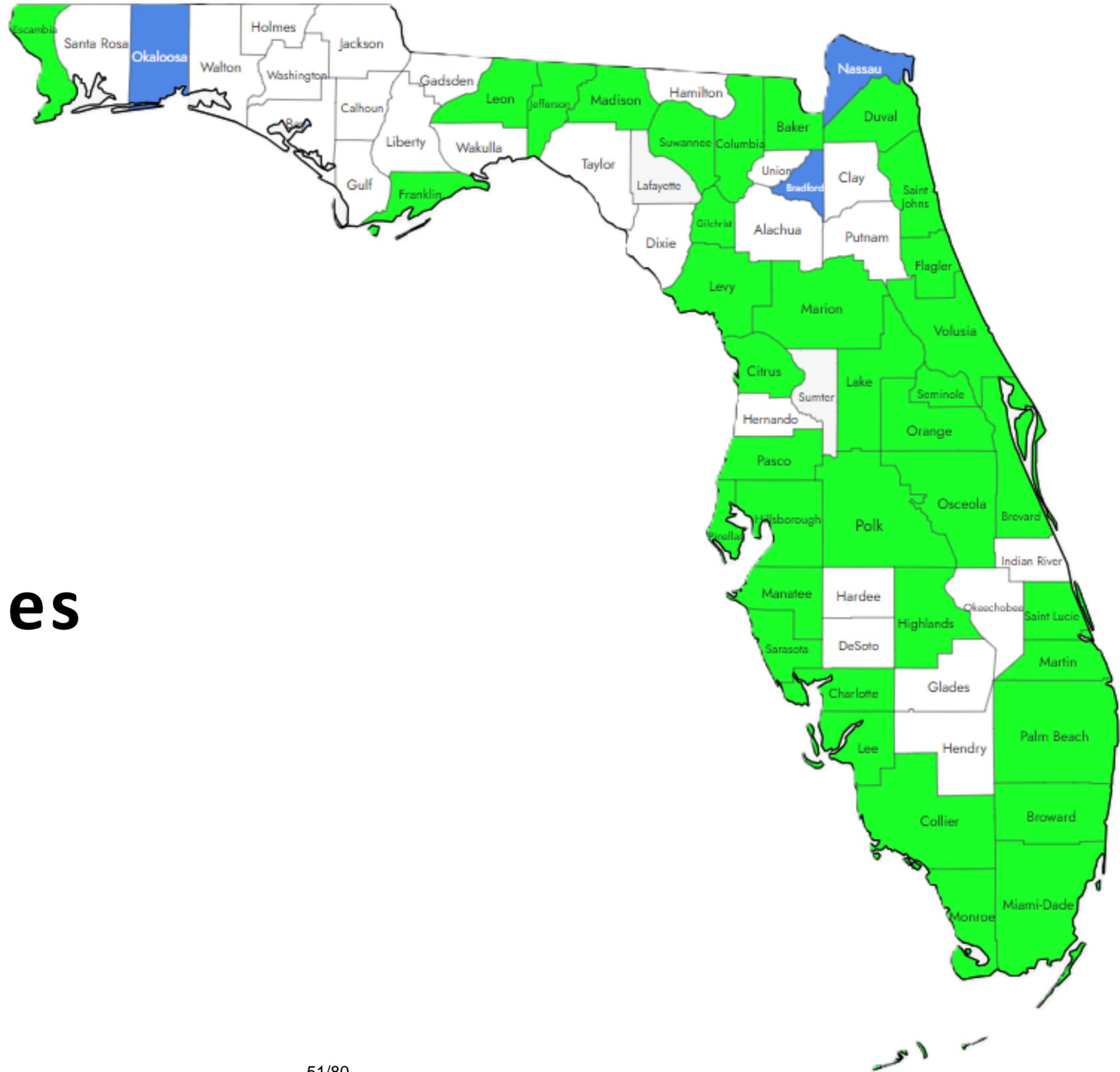
Program Transition

Present

50+ Closed Projects

Program Participation

37 Counties and 229 Municipalities



Property Owner Benefits

100% Financing

Transferable

Off-Balance Sheet

Not subject to Acceleration

Delayed Payments

Decreases Operating Costs

Local Government Benefits

No Cost Turn-Key Program

Improves Properties

Increases Property Tax Revenue

Stimulates Local Job Creation

Promotes Economic Development

Decrease Energy and Water Consumption

Example Closed Projects



\$7.5M to complete a purchase and rehab of an existing building for a human milk-based nutrition company in the City of Port St. Lucie.

\$2.7M for new construction cancer prevention clinic and a future cancer research laboratory and small-scale cancer drug manufacturing facility in St. John's County.

\$28M for recapitalization of the Arlo Wynwood Hotel in Miami's Downtown Art's District.

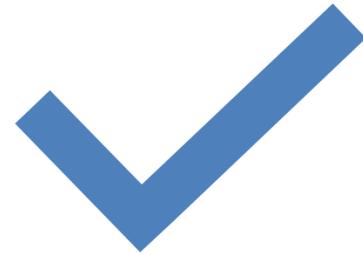
\$18M for a retrofit of a global, diversified protein company in the City of Live Oak.

\$9.7M for the recapitalization of a new wave of water park located in Osceola County.

Next Steps



Adopt Resolution



Execute ILA



Services Agreements

Questions?

Thank You!

Ryan Bartkus

Senior Director, FDFC

Phone: 407-276-4223

rbartkus@fdpcbonds.com

NEW BUSINESS

Notice of 2026 Municipal Election and Election of Canvassing Board



Memo

To: Mayor Dowless and City Councilmembers Horn, Rader, Lomas, McElroy, and Rader

From: Sandra Riffle, City Clerk

Date: December 11, 2025

Re: 2026 Municipal Election

PLEASE TAKE NOTICE that the City of Edgewood, Florida, will hold a general election on Tuesday, March 10, 2026, **to elect two Councilmembers**. The two candidates with the highest number of votes are deemed elected and will serve a three-year term.

Candidates may qualify at the Office of the City Clerk at 405 Bagshaw Way, Edgewood, Florida. **Qualifying will begin Monday, January 12, 2026, at 9 a.m. and will end Friday, January 16, 2026, at 12 noon.**



Memo

To: The Honorable Mayor and City Council
From: Sandra Riffle, City Clerk
Date: December 11, 2025
Re: Appointment of Canvassing Board for March 2026 Municipal Election

In accordance with Edgewood's agreement with the Orange County Supervisor of Elections, a local canvassing board must be appointed to review absentee and provisional ballots and certify the results of the municipal election on **Tuesday, March 10, 2026**.

The board's responsibilities include:

- Reviewing questioned ballots (e.g., signature mismatches)
- Conducting an audit of one randomly selected race, per Section 101.591, Florida Statutes

While Edgewood's Charter and Code do not define the board's composition, it typically includes the City Clerk and two Councilmembers or the City Clerk, a Councilmember, and a resident. Councilmembers who are candidates in the election are ineligible.

Required Meetings of the Canvassing Board:

- **Election Night – Tuesday, March 10, 2026**
The board must convene to determine which absentee ballots will be tabulated. Additionally, the City Council should designate the City Clerk to assist Orange County election staff with the opening and handling of absentee ballots earlier that afternoon.
- **Logic and Accuracy Test – Thursday, February 26, 2026, at 10:00 a.m.**
The board must observe a pre-election test of the tabulation equipment to ensure it accurately counts votes for all races and measures. While one member may attend on behalf of the board, all members must sign the test certificate. The City Clerk will be present for this test.

All canvassing board meetings will be held at the Orange County Supervisor of Elections Office, located at 119 West Kaley Street, Orlando, Florida, and will be publicly advertised.

Recommendations:

1. **Appoint the City Clerk and two Councilmembers (not on the ballot)** to serve on the canvassing board for the March 2026 municipal election.



Motion to Appoint the Canvassing Board:

I move to appoint the City Clerk and Councilmembers _____ and _____ not appearing on the March 2026 municipal election ballot to serve as the canvassing board for the March 10, 2026 municipal election.

2. **Designate the City Clerk** to assist Orange County election staff with the opening and handling of absentee ballots, if needed.

Motion to Designate the City Clerk for Absentee Ballot Handling

I move to designate the City Clerk to assist the Orange County Supervisor of Elections staff with the opening and handling of absentee ballots on Election Day, March 10, 2026, as needed.

GENERAL INFORMATION

CITIZEN COMMENTS

BOARDS AND COMMITTEES

STAFF REPORTS

City Attorney Smith

Police Chief DeSchryver

**Edgewood Police Department
City Council Report
November 2025**

	October	November
Assault/Battery	2	0
Auto Burglaries	1	0
Code Compliance Reports	8	5
Commercial Burglaries	1	0
DUI Arrests	1	2
Felony Arrests	6	1
Homicides	0	0
Misdemeanor Arrests	3	4
Residential Burglaries	0	0
Robbery	1	0
Sexual Battery	0	0
Theft	1	2
Traffic Accident	17	20
Traffic Arrests	5	4
Traffic Citations	225	128
Traffic Warnings	80	35
Warrant Arrests	1	2

Department Highlights:

- **Agency members participated in block training this month**
- **Officer Chris Camerer was sworn in and began field training**
- **Officer Abe Class completed Phase II of training.**
- **Chief and Deputy Chief attended the Operation Safe Holidays at Mall at Millenia**
- **Chief attended the Breakfast of Champions hosted by the Legal Aid Society**
- **Held the first Career Development Committee Meeting with the Committee approving the placement of the following officers:**
Chris Meade as Corporal
Adam LaFan as Corporal
Nicolle Crock as Senior Officer
Alex Kane as Senior Officer

City Clerk Riffle



Memo

To: Mayor Dowless and City Councilmembers Horn, Rader, Lomas, McElroy, and Steele
From: Sandra Riffle, City Clerk
Date: December 10, 2025
Re: November 13, 2025 – December 10, 2025 City Clerk Report

1. Audit Status Update

- a. **Workers' Compensation Audit (FY 2024/2025)** The Fiscal Year 2024/2025 Workers' Compensation Audit is completed.
- b. **Financial Audit (FY 2024/2025)** Auditors will conduct field work at City Hall from December 15th through the 18th. Initial requests have already been fulfilled, and we expect a smooth process.

2. Fiscal Year 2025-2026 Budget - TRIM in Compliance

The Florida Department of Revenue (Department) has reviewed the revised and re-advertised millage certification documents that your taxing authority submitted and determined that the Florida Statutes certification requirements have been met. From that certification, the Department found no violation of, and accepts the certification as meeting the requirements

3. Quiet Zones Update

Thermoplastic striping was completed on December 11, 2025, at three of the railroad crossings. Orange County completed the Holden crossing in November. New and repositioned signage has been installed, and a request has been made to the Federal Railroad Administration for their follow-up inspection.

- 4. **FCC Update** – After leaks were purportedly dropped by FCC Environmental trucks (cameras were not in action), FCC has begun to clean the area in the Stratemeyer, Legacy Oaks, and Jessamine Lane areas. It will take more than one cleaning and we will request CPH go out to view the roads when the cleaning is complete.

MAYOR & CITY COUNCIL REPORTS

Mayor Dowless

Recommendation for Planning and Zoning Appointment

Council Member Lomas

Council Member McElroy

Council Member Rader

Council Member Steele

Council President Horn

ADJOURN