



CITY COUNCIL MEETING

City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, February 20, 2024 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 & PROCLAMATIONS

1. Officer of the Year Presentation

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. January 16, 2024 Draft City Council Meeting Minutes

E. ORDINANCES (FIRST READING)

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

1. Ordinance 2023-18 Lake Mary Jess Shores Court
2. Ordinance 2023-19 Lake Mary Court
3. Ordinance 2023-20 John Scott Property
4. Ordinance 2023-21 Animals
5. Ordinance 2024-01 Golf Carts

G. UNFINISHED BUSINESS

H. NEW BUSINESS

- 1. Haven Oaks Closeout Inspection and Compliance Issues
- 2. Sergeant Tim Cardinal - Healthcare Plan Request
- 3. Property and Disposal Property

I. GENERAL INFORMATION

J. CITIZEN COMMENTS

K. BOARDS & COMMITTEES

L. STAFF REPORTS

City Attorney Smith

- 1. Discussion of Parking Ordinance Revisions

Police Chief DeSchryver

- 1. Chief DeSchryver January 2024 Report

City Clerk Riffle

M. MAYOR AND CITY COUNCIL REPORTS

Mayor Dowless

- 1. County Installing No Wake Signage on the Lake

Council Member Rader

Council Member Lomas

Council President Horn

N. ADJOURNMENT

UPCOMING MEETINGS

Monday, March 11, 2024 at 6:30 pm.....Planning and Zoning Meeting

Tuesday, March 19, 2024 at 6:30 pm.....City Council Meeting

Saturday, March 23, 2024 5:00-10:00 pm.....Edgewood 100th Birthday Music Fest

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

Presentation - Officer of The Year

CONSENT AGENDA



DRAFT MINUTES

A. CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE

Council President Horn called the meeting to order at 6:30 pm

B. ROLL CALL AND DETERMINATION OF QUORUM

City Clerk Riffle confirmed that a quorum was present.

City Council Present:

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

Staff Present:

Sandra Riffle, City Clerk
Dean DeSchryver, Police Chief
Miguel Garcia, Deputy Chief
Stacey Salemi, Code Enforcement Officer,
Drew Smith, City Attorney
Ellen Hardgrove, City Planner

C. PRESENTATION OF PROCLAMATION

D. CONSENT AGENDA

1. November 28, 2024 Special Council Meeting Draft Minutes
2. December 19, 2023 City Council Draft Minutes

City Clerk Riffle noted corrections to the November 28, 2023 minutes, removing the last two words on page 2, paragraph 2, line 2.

Councilmember Rader made a motion to approve both sets of minutes with corrections. Councilmember Lomas seconded the motion. Motion approved by voice vote (3/0).

E. ORDINANCES (FIRST READING)

1. **2023-18 County to City Rezoning Lake Mary Jess Shores Court**

Attorney Smith read Ordinance 2023-18 in title only.

Planner Hardgrove said the area to be rezoned from County R1AA to City R1AA-CA is the Lake Mary Court subdivision. Staff recommends approval.

There was no public comment.

Councilmember Rader made a motion to approve Ordinance 2023-18. Councilmember Lomas seconded the motion. The motion was approved by roll call vote (3/0).

Councilmember Lomas	Favor
Councilmember Rader	Favor
Council President Horn	Favor

2. 2023-19 County to City Rezoning Lake Mary Court

Attorney Smith read Ordinance 2023-19 in title only.

At the December 19, 2023 public hearing, Council considered establishing R-1AA-CA for the lots of the Lake Mary Court subdivision. Based on public input from a subdivision resident, Mr. Muszynski, who opposed establishing the City R1-AA-CA due to the minimum living area (1,200 square feet), the Council tabled the item to allow for more analysis.

Planner Hardgrove’s recommendation was to rezone Lots 1-6 and 10-13 to R-1A-CA, and R-1AA-CA for Lots 7-9, which are lakefront lots.

Planner Hardgrove said staff sent out over 200 letters to property owners on the premise that the only change would be to impervious surface ratio (ISR) and did not want to mislead those property owners. Homes in this area have been here since the 1960s. It would also set a precedent for other zoning areas to have special zoning.

Public Comment:

James Muszynski spoke about his concerns that the minimum square footage of 1,200 square feet for a single-family residence in the proposed zoning district would be too small. Planner Hardgrove said R-1AA CA is for existing subdivisions. Mr. Muszynski said there is a benefit to a higher standard.

Councilmember Rader said the objective is to remove an administrative burden and protect property rights. Making a new larger minimum would remove existing property rights because this area already has a right to be a 1,200-square-foot home.

Councilmember Rader made a motion to approve Ordinance 2023-19 with the amended exhibit; seconded by Councilmember Lomas. Motion approved by roll call vote (3/0).

Councilmember Rader	Favor
Councilmember Lomas	Favor
Council President Horn	Favor

3. 2023-20 County to City Rezoning John Scott Property

Attorney Smith read Ordinance 2023-20 in title only.

Planner Hardgrove said this ordinance affects only one lot.

There was no public comment.

Councilmember Rader made a motion to approve Ordinance 2023-20; seconded by Councilmember Lomas. Motion approved by roll call vote (3/0).

Councilmember Lomas	Favor
Councilmember Rader	Favor
Council President Horn	Favor

4. Ordinance 2024-01 Golf Carts

Attorney Smith read Ordinance 2024-01 in title only.

He said that under State Law, underage drivers are no longer able to drive golf carts. Lines 139-143 of the ordinance list age requirements.

The Police Department will go to Edgewood residents’ homes to register golf carts. Non-Edgewood residents will have to take their golf carts to the police station.

In response to Council President Horn, Chief DeSchryver said Edgewood has two or three registered golf carts.

Chief DeSchryver said that the level of enforcement depends on the violation. They issue warnings first.

There was no public comment.

Council President Horn made a motion to approve Ordinance 2024-01; seconded by Councilmember Lomas. Motion approved by roll call vote (3/0).

Councilmember Rader	Favor
Councilmember Lomas	Favor
Council President Horn	Favor

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

G. UNFINISHED BUSINES

H. NEW BUSINESS

Councilmember Lomas made a motion to nominate Councilmember Rader for Council President Pro-Tem; seconded by Council President Horn. Motion approved by voice vote (3/0).

I. GENERAL INFORMATION

J. CITIZEN COMMENTS

- Vernon Hardgrave spoke about the accumulating sand on Mary Jess Road originating from the business, L&W, which is located at the former Rosen location. It is not a new use. Mr. Hardgrave submitted pictures. The sand continues to build up.

Council President Horn said that he had witnessed sand coming off the trucks.

Code Enforcement Salemi said that L&W was coded, and she stopped them from blowing onto the street. L&W told her they would get a street sweeper every other week. She suggested to them that they install a water trench at the exit.

Councilmember Rader said the sand needs to be controlled on-site, not after it leaves the site. He noted that the sand goes onto a public street.

Attorney Smith said code could come into play if there is an immediate health and safety. The magistrate can order them to stop the violation, and a street sweeper may be a solution. The City could get them to sign a contract for services.

- James Muszynski suggested sharing the Centennial Celebration with Belle Isle as they are also celebrating their 100th year.

K. BOARDS & COMMITTEES

L. STAFF REPORTS

- **City Attorney Smith**

- Attorney Smith introduced Holly New, who will substitute for him when needed.
- There is recruitment for cities to join a lawsuit against Form 6, costing \$10,000 each. He will watch what is happening with it.
- Code Enforcement Salemi and Deputy Chief Garcia updated him on code cases. Orlando has an ordinance dealing with on-street trailer parking. It can be towed if it is on a city street for more than 72 hours without having moved.
- The ordinance gives teeth beyond code enforcement. Chief DeSchryver said the City gets two to three complaints a month for trailers parking on the street. When this happens, they have to find out who the vehicle belongs to and get them to move it.

The Council did not object to creating an ordinance.

- **Police Chief DeSchryver**

- The Police Department hired three officers, now sworn in and in training.
- Code enforcement will start working one weekend per month.
- There is an appearance that there is an uptick in crime because the reporting has changed. The Police Department will separately list each crime that occurs within each situation.

- **City Clerk Riffle – No report.**

M. MAYOR AND CITY COUNCIL REPORTS

- **Mayor Dowless**
 - Mayor Dowless said he wanted to cover the proposed charter amendments in the next newsletter.
 - The Tri-County League of Cities luncheon will be at the FOP Lodge on Thursday, January 18th.
 - The Centennial Celebration is scheduled for March 23, 2024. He is finalizing the contract to book the talent.
- **Council Member Rader**

Councilmember Rader remarked that Zillow lists homes in Haven Oaks selling in the \$ 500s for a single-story home.
- **Council Member Lomas**

In response to Councilmember Lomas, Mayor Dowless said that the City is looking at new options to replace the bad City banners.
- **Council President Horn**

In response to Council President Horn, Chief DeSchryver said the electronic sign on Gatlin Avenue is working but not yet keeping data. Council President Horn asked if the signs could be available to neighborhoods with speeding problems. Mayor Dowless thought there was a possibility of getting funding for that.

N. ADJOURNMENT

The meeting adjourned at 7:42 pm.

Richard A. Horn, Council President

Attest:

Sandra Riffle, City Clerk

ORDINANCES (FIRST READING)

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

ORDINANCE 2023-18:

Lake Mary Jess Shores Court

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ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, REZONING AND CHANGING THE OFFICIAL ZONING MAP CLASSIFICATION OF PROPERTIES CURRENTLY ZONED COUNTY R1AA WHICH WERE PREVIOUSLY ANNEXED INTO THE CITY OF EDGEWOOD BUT WHICH HAVE NOT YET BEEN ASSIGNED A CITY OF EDGEWOOD ZONING DISTRICT DESIGNATION; REPLACING THE ORANGE COUNTY ZONING DESIGNATION FOR SUCH PROPERTIES WITH THE MOST CONSISTENT EXISTING CITY OF EDGEWOOD ZONING DESIGNATION; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, over a period of years, the City of Edgewood has annexed certain properties described herein located in Orange County; and

WHEREAS, the properties designated herein have not yet been assigned a City of Edgewood zoning designation; and

WHEREAS, in the interest of clarity and efficiency, as well as compliance with the City of Edgewood’s Comprehensive Plan, the City Council finds this Ordinance assigning City of Edgewood zoning designations to said properties to be reasonable and appropriate and in the best interest of the City; and

WHEREAS, by this Ordinance, the City assigns the City of Edgewood zoning district designation that most closely resembles the Orange County zoning designation being replaced; and

WHEREAS, the Planning and Zoning Board has determined the zoning designation amendments contemplated herein to be consistent with the City of Edgewood Comprehensive Plan and has made a recommendation of approval to the City Council; and

WHEREAS, the City Council finds the zoning designation amendments provided for herein to be consistent with the City of Edgewood Comprehensive Plan; and

WHEREAS, attached hereto as composite Exhibit “A” which identifies by parcel and/or map those parcels rezoned hereby, the Orange County designation being replaced and the City of Edgewood designation being assigned.

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

Section 1. Rezoning. Upon the enactment of this Ordinance, the mapped real property in Exhibit A shall be rezoned from Orange County zoning designation R1AA to City of Edgewood zoning designation R1AA-CA.

48 **Section 2. Zoning Map Amendment.** Upon the effective date of this Ordinance, the
49 City Clerk or designee shall amend the Official Zoning Map of the City of Edgewood in accordance
50 with this Ordinance and shall execute any other documents and take any other action as necessary
51 to effectuate this change.

52
53 **Section 3. Severability Clause.** In the event that any term, provision, clause, sentence, or
54 section, or Exhibit of this Ordinance shall be held by a court of competent jurisdiction to be partially
55 or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or
56 unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences,
57 or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, illegal,
58 or unenforceable term, provision, clause, sentence or section did not exist.

59
60 **Section 4. Ordinances in Conflict.** All ordinances or parts thereof, which may be
61 determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to the
62 extent of such conflict.

63 **Section 5. Effective Date.** This Ordinance shall become effective on the date adopted by
64 City Council.

65

66 PASSED ON FIRST READING THIS _____ DAY OF _____, 2023.

67

68 PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

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70 CITY OF EDGEWOOD, FLORIDA
71 CITY COUNCIL

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73 _____
74 Richard A. Horn, Council President

75 ATTEST:

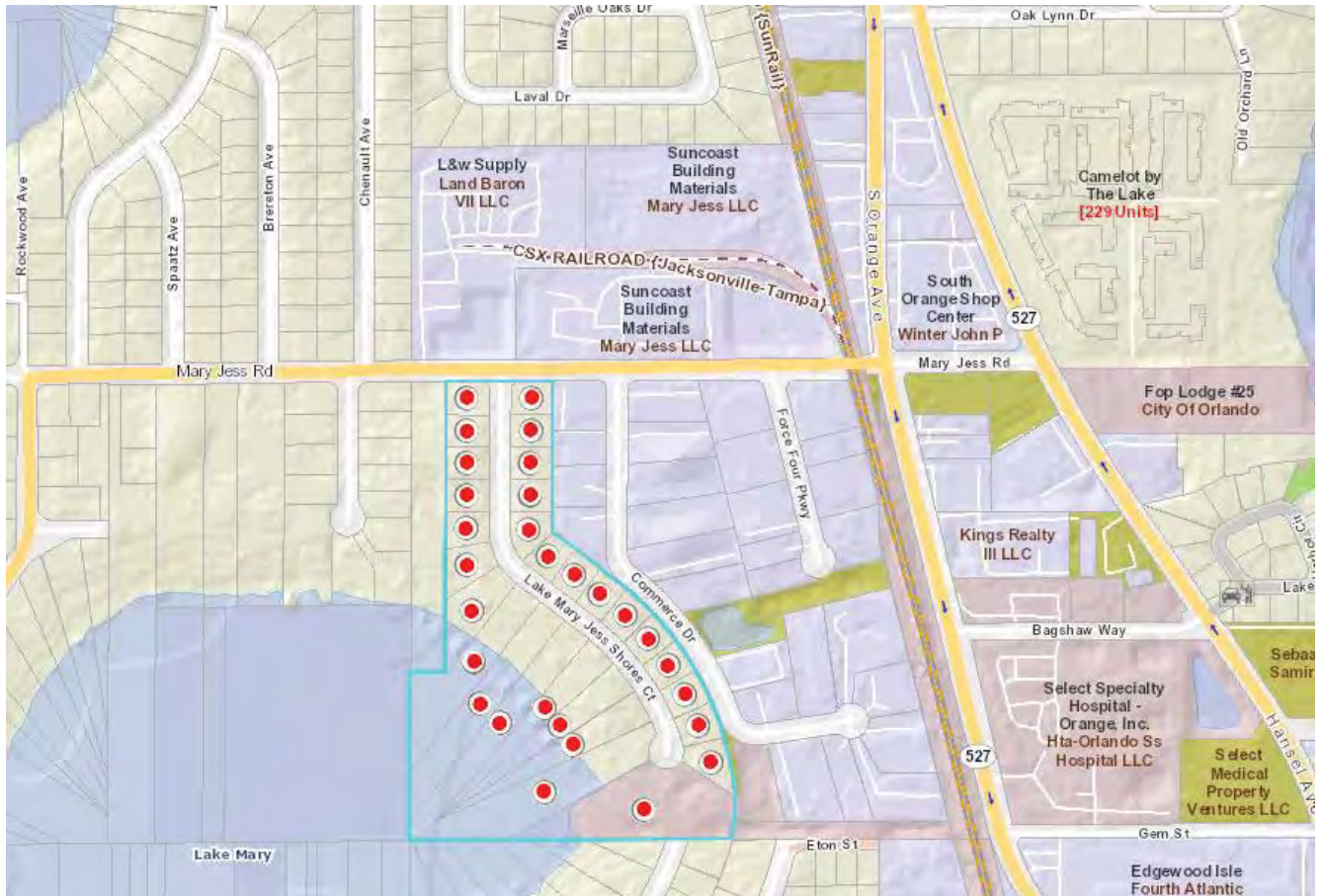
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78 Sandy Riffle, City Clerk

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Exhibit A



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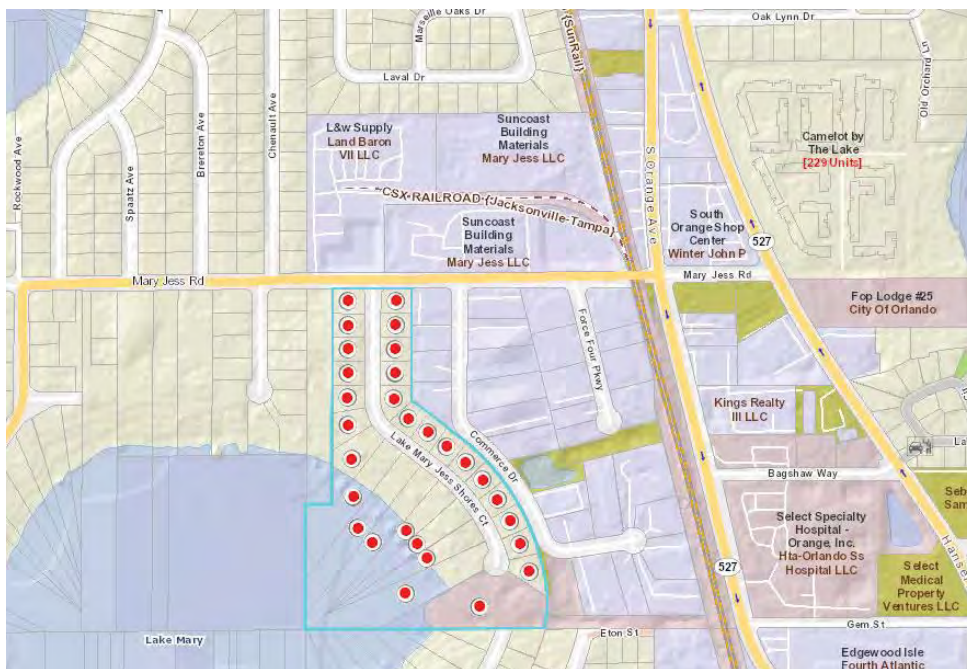
ALL OF LAKE MARY JESS SHORES SUBDIVISION PLAT, PB 8/ PG 130

Date: November 13, 2023
 To: Planning and Zoning Board
 From: Ellen Hardgrove, City Planning Consultant
 XC: Brett Sollazzo, Administrative & Permitting Manager
 Drew Smith, City Attorney
 Sandy Riffle, City Clerk
 Re: County to City Rezoning: R1AA to R1AA-CA Lake Mary Jess Shores

This agenda item is the continuation of the City’s effort to rezone previously annexed areas of the City where the County zoning has remained after annexation to a City zoning district. Per Code Section 134-172, all territory that was annexed into the City is considered to be zoned in the same manner as existed when under the County zoning classification unless such classification is affirmatively changed by the City. This is a city-sponsored rezoning; staff recommends approval.

For this agenda item, the area to be rezoned from County R1AA to City R1AA-CA is outlined in Exhibit 1, which is the Lake Mary Jess Shores subdivision.

Exhibit 1



As shown in Exhibit 2, the site development standards of the proposed City zoning district, R1AA-CA, are identical to the County’s district, with the exception that the City’s district establishes a maximum impervious surface of 45%; i.e., the amount of land that can be covered with buildings and pavement. (Note: 50% of the water surface in a pool is assumed to count as impervious). The County’s district does not have an impervious surface maximum.

Exhibit 2: Standards Comparison County R1AA and Proposed City R1AA-CA

	R1AA-County	City R1AA-CA
Minimum Lot Area	10,000 square feet	10,000 square feet
Minimum Living Area	1,200 square feet	1,200 square feet
Minimum Lot Width	85 feet	85 feet
Minimum Building Setback		
Front Yard	30 feet	30 feet
Rear Yard	35 feet	35 feet
Side Yard	7.5 feet	7.5 feet
Maximum Height	35 feet	35 feet
Maximum Impervious Surface*	n/a	45%
Private Recreation Area**	40%	40%

*50% of the water surface in a pool is assumed to count as pervious.

**Includes the required front, rear and side yards (excluding paved driveways) and recreational structures such as, but not limited to, pools, tennis courts and porches.

Preliminary review of the lots in Lake Mary Jess Shores showed several lots in the subdivision exceed the 45% limit as listed in Exhibit 3. All these lots have pools and the ISR is not expected to increase in the future.

Exhibit 3: Lake Mary Jess Shores Lots Likely Exceeding the 45% Maximum ISR

Lot #	Address	Current Owner	House Size sq ft	Estimated ISR	Has a Pool
4	5526 Lake Mary Jess Shores Ct	Felipe S and Thibodeau Andre-Guy Soto	2,960	58%	Yes
18	5645 Lake Mary Jess Shores Ct	Ezequiel and Kathryn Flores	3,351	49%	Yes

The following lots are close to the limit and do not yet have a pool. Should the addition of a pool be pursued that would result in an ISR exceeding the 45% maximum, per a recently approved ordinance, the maximum impervious surface can be exceeded if City Council finds the excess impervious surface will not adversely impact the health, safety, or public welfare.

Exhibit 4: Lake Mary Jess Shores Lots Near the 45% Maximum ISR

Lot #	Address	Current Owner	House size sq ft	Estimated Current ISR	Has a Pool
17*	5653 Lake Mary Jess Shores Ct	Clinton and Helen P Lott Trust	2,871	51%	Above ground
21	5621 Lake Mary Jess Shores Ct	Carlos Geronimo Torres and Rhina Yaride Terrero	3,025	41%	No
23	5605 Lake Mary Jess Shores Ct	Vernon L Brenda J and Hargrave	3,079	42%	No
26	5519 Lake Mary Jess Shores Ct	Robert L and Janet E Brown	3,010	42%	No

Rezoning the subdivision to R1AA-CA is in the best interest of the City, most closely resembles the Orange County zoning designation being replaced, and is consistent with the City of Edgewood Comprehensive Plan.

END

ORDINANCE 2023-19:

Lake Mary Court

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ORDINANCE NO. 2023-19

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, REZONING AND CHANGING THE OFFICIAL ZONING MAP CLASSIFICATION OF PROPERTIES CURRENTLY ZONED COUNTY R1AA WHICH WERE PREVIOUSLY ANNEXED INTO THE CITY OF EDGEWOOD BUT WHICH HAVE NOT YET BEEN ASSIGNED A CITY OF EDGEWOOD ZONING DISTRICT DESIGNATION; REPLACING THE ORANGE COUNTY ZONING DESIGNATION FOR SUCH PROPERTIES WITH THE MOST CONSISTENT EXISTING CITY OF EDGEWOOD ZONING DESIGNATION; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, over a period of years, the City of Edgewood has annexed certain properties described herein located in Orange County; and

WHEREAS, the properties designated herein have not yet been assigned a City of Edgewood zoning designation; and

WHEREAS, in the interest of clarity and efficiency, as well as compliance with the City of Edgewood’s Comprehensive Plan, the City Council finds this Ordinance assigning City of Edgewood zoning designations to said properties to be reasonable and appropriate and in the best interest of the City; and

WHEREAS, by this Ordinance, the City assigns the City of Edgewood zoning district designation that most closely resembles the Orange County zoning designation being replaced; and

WHEREAS, the Planning and Zoning Board has determined the zoning designation amendments contemplated herein to be consistent with the City of Edgewood Comprehensive Plan and has made a recommendation of approval to the City Council; and

WHEREAS, the City Council finds the zoning designation amendments provided for herein to be consistent with the City of Edgewood Comprehensive Plan; and

WHEREAS, attached hereto as composite Exhibit “A” which identifies by parcel and/or map those parcels rezoned hereby, the Orange County designation being replaced and the City of Edgewood designation being assigned.

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

Section 1. Rezoning. Upon the enactment of this Ordinance, the mapped real property in Exhibit A shall be rezoned from Orange County zoning designation R1AA to City of Edgewood zoning designation R1AA-CA.

48 **Section 2. Zoning Map Amendment.** Upon the effective date of this Ordinance, the
49 City Clerk or designee shall amend the Official Zoning Map of the City of Edgewood in accordance
50 with this Ordinance and shall execute any other documents and take any other action as necessary
51 to effectuate this change.

52
53 **Section 3. Severability Clause.** In the event that any term, provision, clause, sentence, or
54 section, or Exhibit of this Ordinance shall be held by a court of competent jurisdiction to be partially
55 or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or
56 unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences,
57 or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, illegal,
58 or unenforceable term, provision, clause, sentence or section did not exist.

59
60 **Section 4. Ordinances in Conflict.** All ordinances or parts thereof, which may be
61 determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to the
62 extent of such conflict.

63 **Section 5. Effective Date.** This Ordinance shall become effective on the date adopted by
64 City Council.

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66 PASSED ON FIRST READING THIS _____ DAY OF _____, 2023.

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68 PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

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70 CITY OF EDGEWOOD, FLORIDA
71 CITY COUNCIL

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73 _____
74 Richard A. Horn, Council President

75 ATTEST:

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77 _____
78 Sandy Riffle, City Clerk

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Exhibit A



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ALL OF LAKE MARY COURT SUBDIVISION PLAT, PB Z/PG 64



Date: November 13, 2023
To: Planning and Zoning Board
From: Ellen Hardgrove, City Planning Consultant
XC: Brett Sollazzo, Administrative & Permitting Manager
Drew Smith, City Attorney
Sandy Riffle, City Clerk
Re: County to City Rezoning: R1AA to R1AA-CA Lake Mary Court

This agenda item is the continuation of the City's effort to rezone previously annexed areas of the City where the County zoning has remained after annexation to a City zoning district. Per Code Section 134-172, all territory that was annexed into the City is considered to be zoned in the same manner as existed when under the County zoning classification unless such classification is affirmatively changed by the City. This is a city-sponsored rezoning; staff recommends approval.

For this agenda item, the area to be rezoned from County R1AA to City R1AA-CA is outlined in Exhibit 1, which is the Lake Mary Court subdivision.

Exhibit 1



As shown in Exhibit 2, the site development standards of the proposed City zoning district, R1AA-CA, are identical to the County's district, with the exception that the City's district establishes a maximum impervious surface of 45%; i.e., the amount of land that can be covered with buildings and pavement. (Note: 50% of the water surface in a pool is assumed to count as impervious). The County's district does not have an impervious surface maximum.

Exhibit 2: Standards Comparison County R1AA and Proposed City R1AA-CA

	R1AA-County	City R1AA-CA
Minimum Lot Area	10,000 square feet	10,000 square feet
Minimum Living Area	1,200 square feet	1,200 square feet
Minimum Lot Width	85 feet	85 feet
Minimum Building Setback		
Front Yard	30 feet	30 feet
Rear Yard	35 feet	35 feet
Side Yard	7.5 feet	7.5 feet
Maximum Height	35 feet	35 feet
Maximum Impervious Surface*	n/a	45%
Private Recreation Area**	40%	40%

*50% of the water surface in a pool is assumed to count as pervious.

**Includes the required front, rear and side yards (excluding paved driveways) and recreational structures such as, but not limited to, pools, tennis courts and porches.

Preliminary review of the lots in Lake Mary Jess Shores showed all of the lots were in compliance with the maximum ISR.

Rezoning the subdivision to R1AA-CA is in the best interest of the City, most closely resembles the Orange County zoning designation being replaced, and is consistent with the City of Edgewood Comprehensive Plan.

END

ORDINANCE 2023-20:

John Scott Property

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ORDINANCE NO. 2023-20

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, REZONING AND CHANGING THE OFFICIAL ZONING MAP CLASSIFICATION OF PROPERTY CURRENTLY ZONED COUNTY R1AA WHICH WAS PREVIOUSLY ANNEXED INTO THE CITY OF EDGEWOOD BUT WHICH HAS NOT YET BEEN ASSIGNED A CITY OF EDGEWOOD ZONING DISTRICT DESIGNATION; REPLACING THE ORANGE COUNTY ZONING DESIGNATION FOR THE PROPERTY WITH THE MOST CONSISTENT EXISTING CITY OF EDGEWOOD ZONING DESIGNATION; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, over a period of years, the City of Edgewood has annexed certain property described herein located in Orange County; and

WHEREAS, the property designated herein has not yet been assigned a City of Edgewood zoning designation; and

WHEREAS, in the interest of clarity and efficiency, as well as compliance with the City of Edgewood’s Comprehensive Plan, the City Council finds this Ordinance assigning a City of Edgewood zoning designation to said property to be reasonable and appropriate and in the best interest of the City; and

WHEREAS, by this Ordinance, the City assigns the City of Edgewood zoning district designation that most closely resembles the Orange County zoning designation being replaced; and

WHEREAS, the Planning and Zoning Board has determined the zoning designation amendment contemplated herein to be consistent with the City of Edgewood Comprehensive Plan and has made a recommendation of approval to the City Council; and

WHEREAS, the City Council finds the zoning designation amendment provided for herein to be consistent with the City of Edgewood Comprehensive Plan; and

WHEREAS, attached hereto as composite Exhibit “A” which identifies the property and/or map of that property rezoned hereby, the Orange County designation being replaced and the City of Edgewood designation being assigned.

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

Section 1. Rezoning. Upon the enactment of this Ordinance, the mapped real property in Exhibit A shall be rezoned from Orange County zoning designation R1AA to City of Edgewood zoning designation R1AA-CA.

48 **Section 2. Zoning Map Amendment.** Upon the effective date of this Ordinance, the
49 City Clerk or designee shall amend the Official Zoning Map of the City of Edgewood in accordance
50 with this Ordinance and shall execute any other documents and take any other action as necessary
51 to effectuate this change.

52
53 **Section 3. Severability Clause.** In the event that any term, provision, clause, sentence, or
54 section, or Exhibit of this Ordinance shall be held by a court of competent jurisdiction to be partially
55 or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or
56 unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences,
57 or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, illegal,
58 or unenforceable term, provision, clause, sentence or section did not exist.

59
60 **Section 4. Ordinances in Conflict.** All ordinances or parts thereof, which may be
61 determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to the
62 extent of such conflict.

63 **Section 5. Effective Date.** This Ordinance shall become effective on the date adopted by
64 City Council.

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66 PASSED ON FIRST READING THIS _____ DAY OF _____, 2023.

67

68 PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

69

70 CITY OF EDGEWOOD, FLORIDA
71 CITY COUNCIL

72

73

74

Richard A. Horn, Council President

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ATTEST:

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Sandra Riffle, City Clerk

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Exhibit A



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Legally described as the west 100 feet of north 850 feet of NW1/4 of Section 24-23-29, subject to the right of way over the north 30 feet thereof

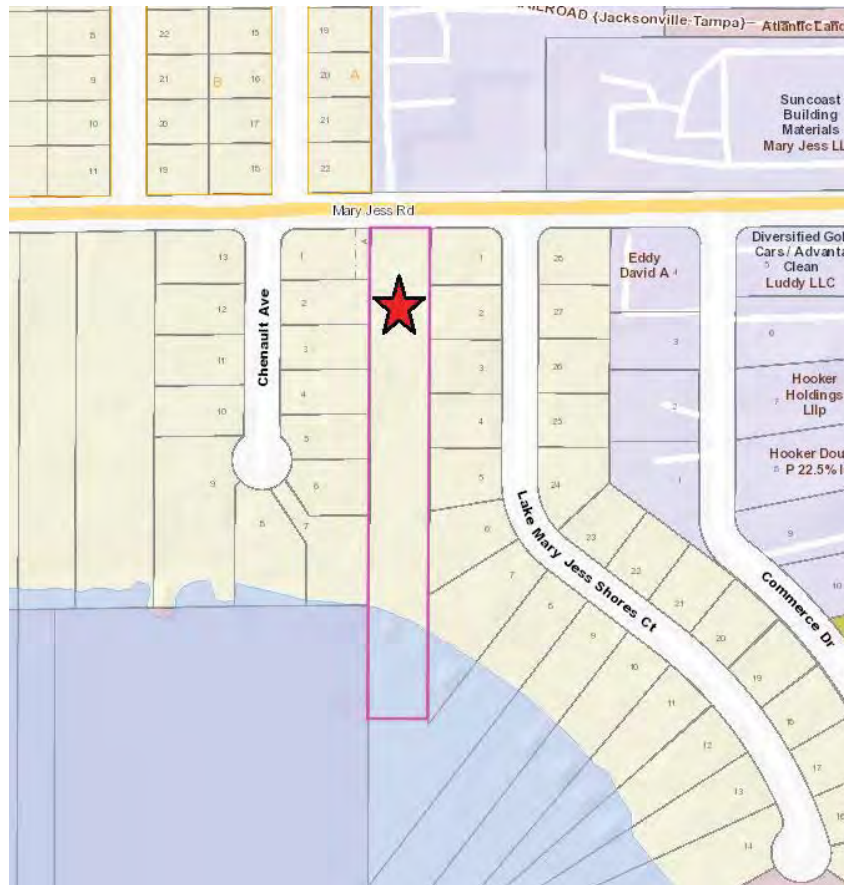


Date: November 13, 2023
To: Planning and Zoning Board
From: Ellen Hardgrove, City Planning Consultant
XC: Brett Sollazzo, Administrative & Permitting Manager
Drew Smith, City Attorney
Sandy Riffle, City Clerk
Re: County to City Rezoning: R1AA to R1AA-CA John Scott Property

This agenda item is the continuation of the City’s effort to rezone previously annexed areas of the City where the County zoning has remained after annexation to a City zoning district. Per Code Section 134-172, all territory that was annexed into the City is considered to be zoned in the same manner as existed when under the County zoning classification unless such classification is affirmatively changed by the City. This is a city-sponsored rezoning; staff recommends approval.

For this agenda item, the property to be rezoned from County R1AA to City R1AA-CA is outlined in Exhibit 1, which is currently owned by John Scott at address 220 Mary Jess Road.

Exhibit 1



As shown in Exhibit 2, the site development standards of the proposed City zoning district, R1AA-CA, are identical to the County's district, with the exception that the City's district establishes a maximum impervious surface of 45%; i.e., the amount of land that can be covered with buildings and pavement. (Note: 50% of the water surface in a pool is assumed to count as impervious). The County's district does not have an impervious surface maximum.

Exhibit 2: Standards Comparison County R1AA and Proposed City R1AA-CA

	R1AA-County	City R1AA-CA
Minimum Lot Area	10,000 square feet	10,000 square feet
Minimum Living Area	1,200 square feet	1,200 square feet
Minimum Lot Width	85 feet	85 feet
Minimum Building Setback		
Front Yard	30 feet	30 feet
Rear Yard	35 feet	35 feet
Side Yard	7.5 feet	7.5 feet
Maximum Height	35 feet	35 feet
Maximum Impervious Surface*	n/a	45%
Private Recreation Area**	40%	40%

*50% of the water surface in a pool is assumed to count as pervious.

**Includes the required front, rear and side yards (excluding paved driveways) and recreational structures such as, but not limited to, pools, tennis courts and porches.

Review of this property showed the property was in compliance with the maximum ISR.

Rezoning the property to R1AA-CA is in the best interest of the City, most closely resembles the Orange County zoning designation being replaced, and is consistent with the City of Edgewood Comprehensive Plan.

END

ORDINANCE 2023-21:

Animals

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ORDINANCE 2023-21

**AN ORDINANCE OF THE CITY OF EDGEWOOD,
FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF
EDGEWOOD CODE OF ORDINANCES; RELATING TO
THE KEEPING OF ANIMALS ON PROPERTIES WITHIN
THE CITY; PROVIDING FOR CONFLICT AND
SEVERABILITY AND PROVIDING AN EFFECTIVE
DATE**

WHEREAS, unlike some other suburban codes, the City of Edgewood’s animal regulations allow some flexibility in the species of animals allowed to be kept provided that no animals may be allowed to cause a public nuisance to the area; and

WHEREAS, the City Council desires to retain that flexibility but also to adopt more precise language regarding what is allowed; and

WHEREAS, the City Council finds that restricting allowed hooved animals to pot-bellied pigs and miniature goats and restricting the number of such animals to two balances the interests of the animal owner and the neighbors; and

WHEREAS, the City Council finds that this Ordinance serves a legitimate government purpose and is in the best interest of the public health, safety and welfare of the citizens of Edgewood.

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

Section 1. Chapter 10 of the City of Edgewood Code of Ordinances is hereby amended as follows. (Note: additions are identified by underline and portions of the Code remaining unchanged that are not reprinted here are identified by ellipses (***)).

Sec. 10-1. County animal services ordinance adopted.

The current Orange eCounty animal services ordinance, together with all future amendments thereto, is hereby adopted by reference to the extent it does not conflict with anything provided herein. To the extent any conflict exists, this Chapter shall control.

Sec. 10-2. Bird sanctuary.

- (a) The entire area embraced within the limits of the city is hereby designated as a bird sanctuary.
- (b) It shall be unlawful to trap, shoot or attempt to shoot or molest in any manner any bird or wild fowl or to rob their nests. Provided, however, if starlings, English sparrows or similar birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or menace to health or property in the opinion of the council, then a result of such meeting no satisfactory alternative is found to abate such nuisance, then the

45 birds may be destroyed in such numbers and in such manner as is deemed advisable by the
46 council under the supervision of a representative of the Florida Game and Fresh Water Fish
47 Commission.

48 **Sec. 10-3. Killing or trapping game or birds prohibited.**

49 No person, group of persons, firm or corporation shall shoot, trap or in any manner kill any
50 birds, alligators or wild game within the city except as otherwise provided herein. If any property
51 owner experiences damage to his property by wild birds or game, a petition to the council shall
52 be submitted with proof of such damage. The council, after review of the case, may permit
53 disposal of the nuisance creature under specific and controlled procedures. Notwithstanding the
54 foregoing, this section shall not prohibit a person from killing an animal that poses an imminent
and immediate threat to the life or physical safety of a person or pet.

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

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

Sec. 10-5. Maintenance of certain animals prohibited.

56 Provided such animals are not allowed to cause a disturbance or public nuisance to
57 surrounding property property owners, up to two miniature goats or pot-bellied pigs, or one of
58 each, may be kept on single family zoned residential property. Except as specifically provided
59 above, it shall be unlawful for any person, firm or corporation to keep or maintain any animal
60 with solid or split hoofs or any species of animals normally considered as wild. ~~or to allow any~~
61 animals to remain within the city when such action constitutes a hazard to the residents or a
62 nuisance to the neighborhood.

63 **Sec. 10-6. Live poultry prohibited.**

64 It shall be unlawful for any person, firm or corporation, either as owner or keeper, to
65 permit or otherwise allow any domestic fowl, including chickens, ducks, geese, turkeys,
66 guineas and pigeons, to remain in the city when such action constitutes a nuisance to the
67 neighborhood.
68

69 **Sec. 10-7. Keeping or harboring ~~dogs or cats~~ animals that create unlawful**
70 **disturbances.**

71 It shall be unlawful for any person to keep or harbor within the city any ~~dog~~ animal
72 which barks, howls, cries, screams, squawks or makes other noises by day or night, ~~or~~
73 ~~any cat which screams, cries or makes other noises by day or night, which due to its tone,~~
74 volume, or duration would disturb a person of normal senses and sensitivities ~~disturb the~~
75 ~~peace and quiet of any person or family.~~

* * *

76 Section 2. All ordinances or parts thereof that are in conflict with this Ordinance
77 be and the same are hereby repealed.

78 Section 3. If any portion of this Ordinance is for any reason held or declared to be
79 unconstitutional, inoperative, or void, such holding shall not affect the remaining
80 portions of this Ordinance.

81 Section 4. This ordinance shall be effective upon its adoption by the City Council.

PASSED AND ADOPTED this _____ day of _____, 2024, by the
City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

Richard A. Horn, Council President

ATTEST:

Sandra Riffle, City Clerk

ORDINANCE 2024-01:

Golf Carts

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As used in this Article, the following words and terms shall have the meaning ascribed thereto:

(a) A "Golf Cart" shall mean a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour;

(b) A "Speed Modified Golf Cart" is a golf cart originally manufactured for speeds up to 20 miles per hour that has been modified after initial manufacture to travel at speeds over 20 miles per hour;

(c) A "Low Speed Vehicle" is any four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including neighborhood electric vehicles;

(d) A "Neighborhood Electric Vehicle" is an electrically driven vehicle designed for speeds of 20 to 25 miles per hour. A Neighborhood Electric Vehicle is considered a low speed vehicle;

Sec. 62-81. Authorization to Operate Golf Carts on Designated City Streets.

(a) The City Council may by Resolution designate and approve certain City streets as streets authorized for Golf Cart use. The City Council may at any time revoke the designation and approval for Golf Cart use of any designated City street. Upon designating any City streets as authorized for use by Golf Carts, the City shall install proper signage to identify the designated City streets.

(b) Subject to the restrictions and limitations provided herein, Golf Carts, as defined in Section 62-80(a) shall be authorized for use upon City streets designated and approved pursuant to this Section.

(c) This Article does not authorize the use of Golf Carts on State or County Roads or Highways.

(d) This Article does not create any authorization for operation of Speed-Modified Golf Carts or Neighborhood Electric Vehicles or other Low Speed Vehicles on City streets and such vehicles shall continue to be subject to all regulations and restrictions existing under State law.

(e) Any person operating a golf cart on any city road does so at his or her own risk and must operate such a vehicle with due regard for the safety and convenience of other motor vehicles, bicyclists and pedestrians. The City, in extending operating privileges to golf carts, does so on the express

93 condition that the operator undertakes such operation at his own risk and
94 assumes sole responsibility for operating said vehicle, and shall be deemed to
95 defend, release, indemnify and hold harmless the City of Edgewood, its
96 officials and employees from any and all claims, demands, damages, or causes
97 of action, known or unknown, of any nature arising from such operation and
98 upon registration of a golf court shall execute an acknowledgement of such
99 agreement to hold the City and its officials and employees harmless.

100
101 Sec. 62-82. Restrictions on Golf Cart Modifications.

102
103 No Golf Carts used on designated City streets pursuant to this Article shall
104 have any power, wheelbase, tire size or other tire modifications to the original
105 manufactured specifications of the Golf Cart.

106
107 Sec. 62-83. Minimum required equipment.

108
109 (a) All Golf Carts operated on designated City streets pursuant to this
110 Article shall at a minimum be equipped with the following:

- 111
- 112 1) properly functioning brakes,
- 113 2) two properly functioning brake lights,
- 114 3) properly functioning steering apparatus,
- 115 4) safe tires,
- 116 5) a rearview mirror,
- 117 6) Florida Department of Transportation approved lap safety belts for
- 118 the driver and all passengers, and
- 119 7) Reflectorized warning devices in the rear of the Golf Cart.
- 120

121 (b) All Golf Carts operated on designated City streets in fog, smoke
122 and rain and/or operated earlier than thirty minutes after sunrise or later than
123 thirty minutes before sunset shall at a minimum be equipped with the
124 following:

- 125
- 126 1) two properly functioning headlights,
- 127 2) a properly functioning horn,
- 128 3) properly functioning left and right turn signals,
- 129 4) an approved windshield, and
- 130 5) reflective devices or reflective tape on both sides of the of the Golf
- 131 Cart.
- 132

133 Sec. 62-84. Additional Restrictions on use of Golf Carts on Designated City Streets.

134
135 (a) ~~No person younger than 14 years of age shall drive a Golf Cart on~~
136 ~~a City street as authorized in this Article. Any person without a valid driver's~~
137 ~~license or learner's permit must be accompanied by a parent or legal guardian~~
138 ~~while operating a golf cart on designated City streets pursuant to this Article.~~

139 ~~unless such person possesses a valid driver's license or learner's permit. No~~
140 ~~person under the age of eighteen (18) years of age may operate a golf cart on~~
141 ~~designated City streets pursuant to this Ordinance unless such person~~
142 ~~possesses a valid driver's license or learner's permit. Any person possessing~~
143 ~~only a learner's permit while operating a Golf Cart on designated City streets~~
144 ~~pursuant to this Ordinance shall at all time during operation of the Golf Cart~~
145 ~~be accompanied by a parent or legal guardian.~~

146
147 (b) In no event shall a Golf Cart be driven on public sidewalks.
148

149 (c) All Golf Carts operated on a City street as authorized in this
150 Article shall be properly insured for liability on account of accidents arising
151 out of the use of the Golf Cart on designated City streets. The required limits
152 of liability shall be as follows:
153

- 154 1) In the amount of \$10,000 because of bodily injury to, or death of,
155 one person in any one crash;
- 156 2) Subject to such limits for one person, in the amount of \$20,000
157 because of bodily injury to, or death of, two or more persons in any
158 one crash;
- 159 3) In the amount of \$10,000 because of injury to, or destruction of,
160 property of others in any one crash
161

162 (d) While operating a Golf Cart on a City street as authorized in this
163 Article, the operator shall comply with and obey all applicable state and local
164 traffic laws. A Golf Cart operator who violates any traffic law may be
165 ticketed in the same manner as the operator of a motor vehicle.
166

167 Sec. 62-85. Golf Cart Registration.
168

169 (a) The owner of any Golf Cart to be operated on designated City
170 streets pursuant to this Article shall first register said Golf Cart with the City
171 of Edgewood. The owner registering the Golf Cart must be at least eighteen
172 years of age. The City shall charge an initial registration fee as set by
173 Resolution of the City Council. Regardless of the date of registration, all Golf
174 Cart registrations shall be valid from January 1 until December 31.
175

176 (b) The owner of a Golf Cart to be operated on designated City Streets
177 pursuant to this Article shall be required to renew the Golf Cart registration
178 prior to January 1 of the year following initial registration. The City shall
179 charge a renewal fee as set by Resolution of the City Council for each
180 registration renewal. An owner who fails to renew the registration of a Golf
181 Cart prior to January 1, shall be required to obtain a new registration and pay
182 the fee for an initial registration established pursuant to paragraph (a), above.
183

184 (c) All owners of properly registered Golf Cart shall be issued a
185 registration sticker which sticker shall be placed and maintained on the
186 driver's side rear fender of the Golf Cart. The City of Edgewood shall
187 maintain a list of all Golf Cart registrations.

188
189 ~~An owner of a golf cart intending to allow an unlicensed minor to~~
190 ~~operate a golf cart in accordance with Section 62-84 shall provide the name of~~
191 ~~the minor at the time of registration or renewal of the registration. Registrants~~
192 ~~who reside within the City may schedule a time for a representative of the~~
193 ~~City to inspect the golf cart and the residence. Registrants who reside outside~~
194 ~~the City of Edgewood shall be responsible for lawfully transporting the golf~~
195 ~~cart to the City Police Department for inspection and registration.~~

196
197 (e) The owner of a golf cart to be operated on designated City Streets
198 pursuant to this Article shall provide proof of insurance coverage at the time
199 of registration or renewal.

200
201 Sec. 62-86. Enforcement.

202
203 (a) The City of Edgewood may enforce the provisions of this Article
204 through any legal means including prosecuting violations of this Article
205 pursuant to Chapter 162, Florida Statutes.

206
207 (b) The operation of an unregistered Golf Cart, the operation of a Golf
208 Cart which has been modified so as to no longer comply with the provisions
209 of this Article, the operation of a Golf Cart without minimum required
210 equipment for the conditions, and the operation of any Golf Cart on non-
211 designated City Streets presents an immediate threat to the public health,
212 safety and welfare. Accordingly, anyone adjudged by a court of competent
213 jurisdiction, a code enforcement board, a code enforcement special magistrate,
214 or the City Council, sitting in a quasi-judicial capacity, shall be subject to
215 revocation of Golf Cart registration.

216
217 **SECTION 3.** The provisions of this ordinance shall be codified as and become and be
218 made a part of the Code of Ordinances of the City of Edgewood.

219
220 **SECTION 4.** If any section, sentence, phrase, word or portion of this ordinance is
221 determined to be invalid, unlawful or unconstitutional, said determination shall not be
222 held to invalidate or impair the validity, force or effect of any other section, sentence,
223 phrase, word or portion of this ordinance not otherwise determined to be invalid,
224 unlawful or unconstitutional.

225
226 **SECTION 5.** All ordinances that are in conflict with this ordinance are hereby repealed.

227
228 **SECTION 6.** This ordinance shall become effective immediately upon its passage and
229 adoption.

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PASSED AND ADOPTED this _____ day of _____, 2023, by the
City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

Richard A. Horn, Council President

ATTEST:

Sandra Riffle, City Clerk

UNFINISHED BUSINESS

NEW BUSINESS

Haven Oaks Closeout Inspection and Compliance Issues



Date: February 15, 2024
To: City Council
From: Ellen Hardgrove, City Planning Consultant
Allen Lane, City Engineer
XC: Sandy Riffle, City Clerk
Brett Sollazzo, Administrative & Permitting Manager
Drew Smith, City Attorney
Re: Haven Oaks Closeout Inspection and Compliance Issues

On January 30, 2024, CPH staff did a “closeout inspection” for the Haven Oaks subdivision. This inspection revealed several significant inconsistencies between the Development Agreement (DA)/approved plans and that constructed. The compliance issues are listed below and remainder of memo provides details. The changes made by the developer/builder were done without consent or notification to Edgewood staff or Council. Other issues with the development are also noted at the end.

Raised Median at Entrance Gate: Not constructed, instead painted on road

Subdivision Wall: Architectural detail not as apparent as required

Buried Utilities: One segment was not buried

Sidewalk Width along Holden: Due to not burying all utilities, sidewalk width only 5 feet

Narrower Entrance Median/Entrance Landscape: Median not as wide as approved plan, resulting in insufficient width for palms as was planned; Palms substituted for oaks

Subdivision Entrance Sign: Wasn't built per plan

Playground Equipment: Wasn't installed per Development Plan

House Architectural Details: Side treatment for the house on Lot 41 not followed, lack of window trim on some elevations, no apparent garage door upgrade

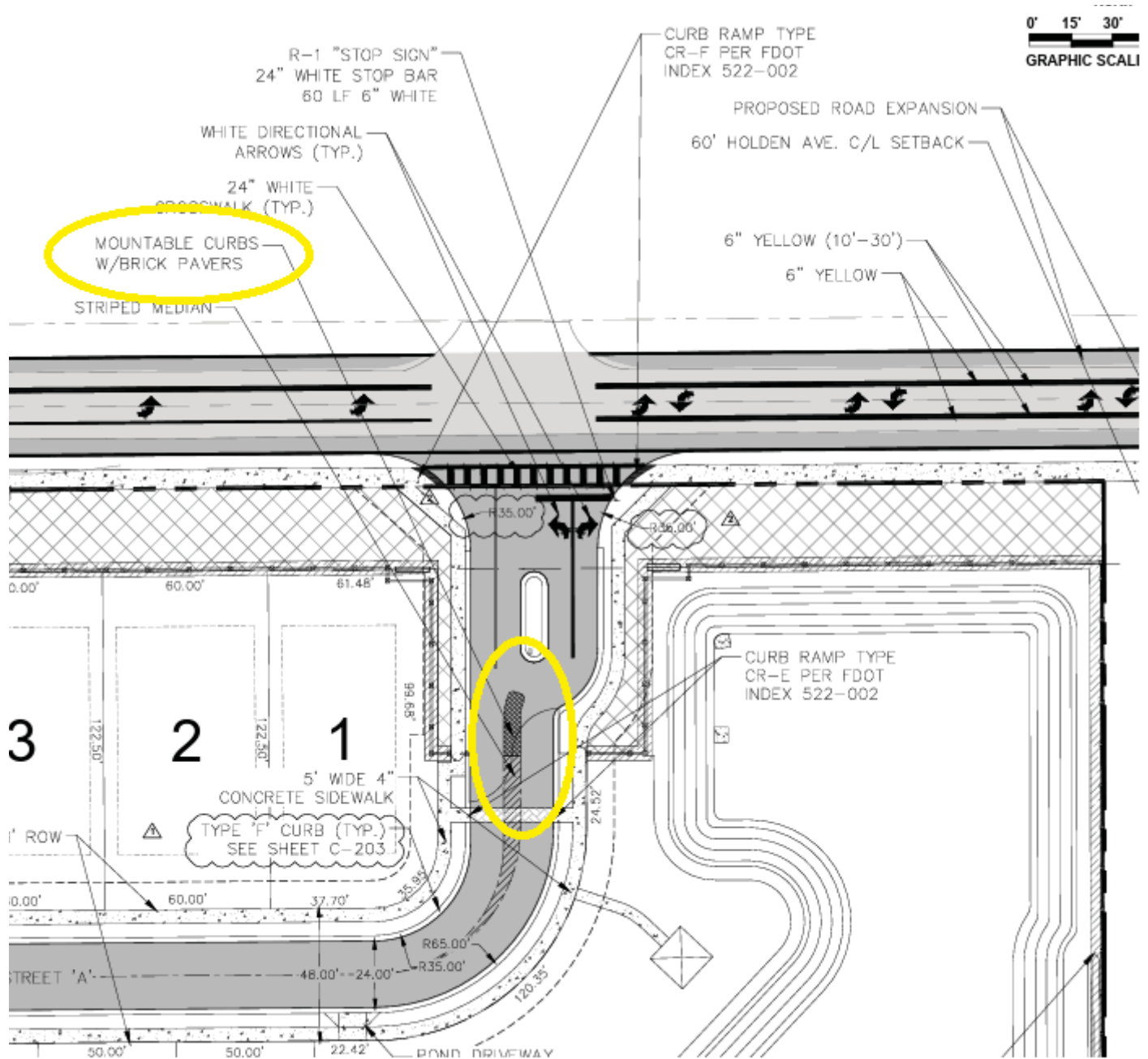
Playground: Size and equipment is reduced, not ADA compliant

Council Action: these inconsistencies need to be reviewed by Council and a determination made as to if the noncompliance items are allowed to remain (with or without any remedial conditions) or whether retrofit is necessary. The allowed changes need to be documented for record keeping purposes.

To note, per the conditions of the PD approval, “In the event of a conflict or inconsistency between the Development Agreement and the Land Use Plan dated "Received November 23, 2020," the Development Agreement shall control to the extent of such conflict or inconsistency.”

Raised Median at Entrance

The entrance median was not constructed as required by the recorded development agreement and approved plans. As stated in the Development Agreement, "...The subdivision entrance will be designed with a curb that deters entering the exit gate, including paver infill of the curb." The circled yellow highlights on the below excerpt from the approved plans shows the requirement that was not implemented.

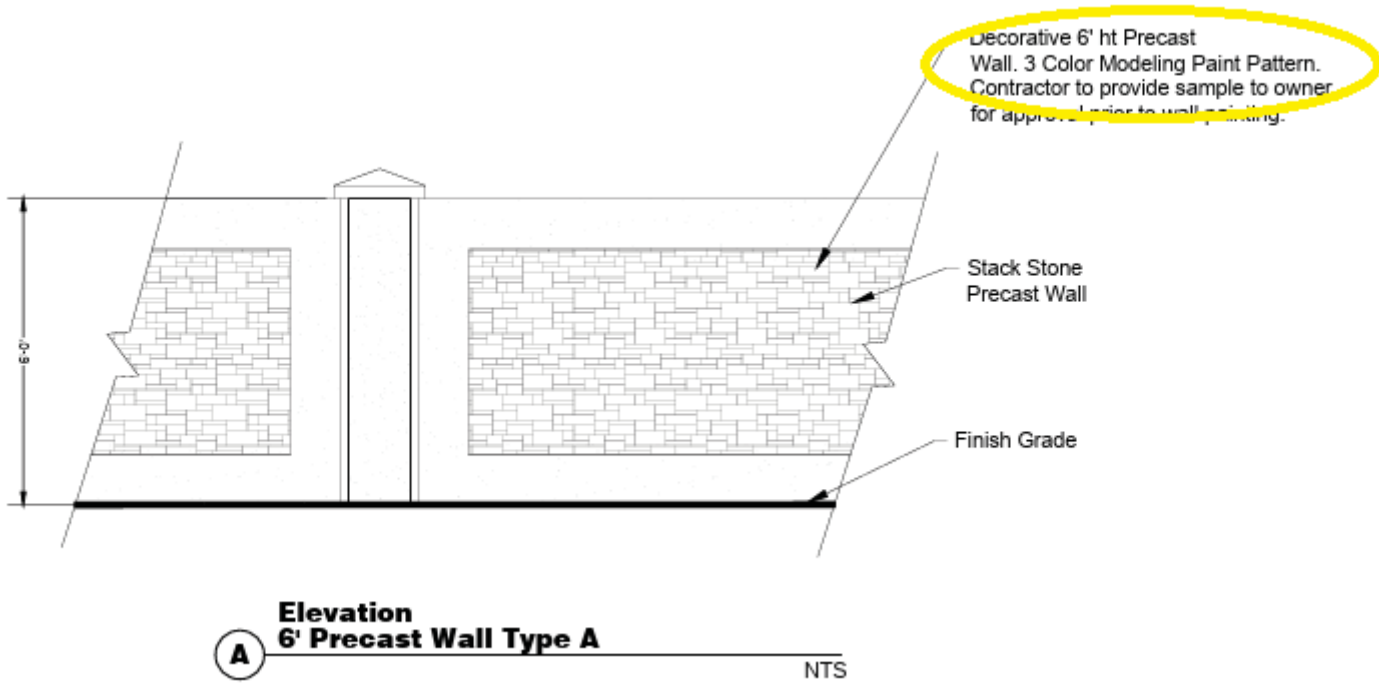


The developer instead painted a median on the road which stops at the gate. The intention of this requirement was to deter vehicles from sneaking into the exit gate.



Subdivision Wall

The Development Agreement requires the subdivision wall to be of “an architectural precast concrete;” the panels are to “replicate the look of masonry, natural rock, stone or brick.” The yellow circled text from the approved plans identifies the wall was to be “3 Color Modeling Paint Pattern.” 100% of the wall is painted off-white. The Developer chose to paint the wall a mono-color for aesthetic purpose.



Buried Utilities

Ordinance 2020-07 and the Development Agreement requires the burying of the overhead utilities: "All utilities, including but not limited to electric and telephone, shall be underground, including the existing overhead utility lines along Holden Avenue, installation costs of which will be borne completely by the Developer." Whereas most of the poles/wire have been buried, the east ½ of the frontage east of the driveway has four utility poles, spaced 25 feet apart. These poles are newly constructed with the development. City staff has requested the Developer provide documentation that Duke Energy required these poles and there was not an alternative to burying the lines across the entire frontage.



Sidewalk Width along Holden

The Development Agreement and the approved plans require the sidewalk along Holden Avenue to be seven (7) feet wide. It appears that since all of the overhead utility lines along Holden were not buried, the space for a 7 foot wide sidewalk was not available. Coordination with the City could have resulted in an outcome where the required sidewalk width could have been built; e.g., within the buffer using a pedestrian easement.

Looking West



Looking East



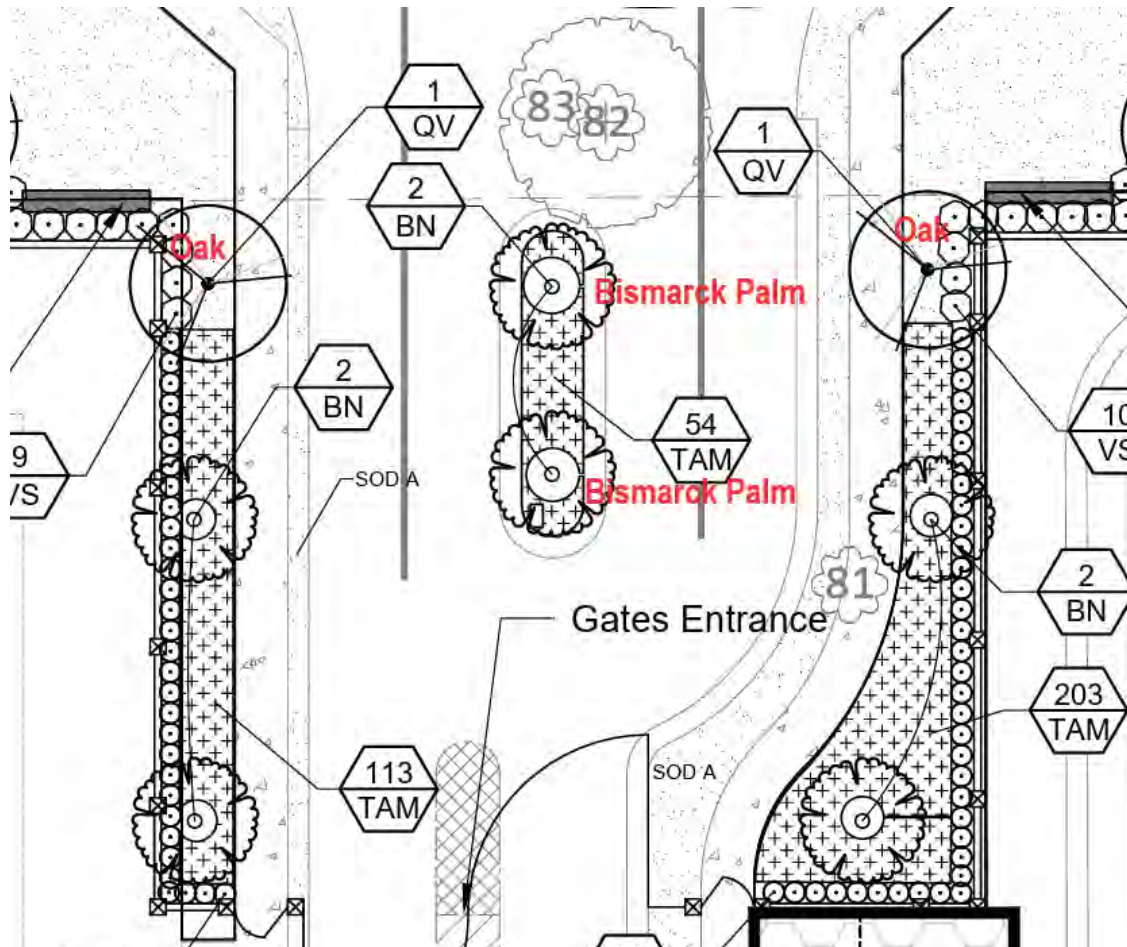
Narrower Entrance Median/Entrance Landscape

The entrance median, where the gate key pad is located, is constructed narrower than the plans showed. The measured width is 50 inches, which includes two 6" curbs; thus, there is only 38 inches to plant the Bismarck Palm trees that were shown on the approved landscape plan. The narrowed width eliminated sufficient room for the proposed palms.

The developer also chose to swap the oak trees identified in red with palms without notification to the city. Oaks were recommended by staff during the approval process to replace the oaks (#82 and #83 as noted on the approved landscape plan below – one was a healthy Historic 38" dbh Live Oak) that were removed for the development's construction as well as to emphasize the name of the subdivision: Haven Oaks.

Per Note 14 on the approved landscape plan, "The Landscape Contractor shall be responsible for arranging a pre-construction meeting with the Owner and Landscape architect in order to address and clarify any questions, concerns and/or conditions related to these drawings or the existing site." This was not done.

To note, the ordinance of rezoning (2020-07) and Development Agreement state, "No certificate of completion for the subdivision will be issued until the landscaping identified herein has been installed, inspected and approved by the City."



Subdivision Entrance Sign

On May 17, 2022, City Council approved a Comprehensive Sign Plan for Haven Oaks as part of the approval of the Haven Oaks Planned Development Preliminary Subdivision Plan. A Comprehensive Sign Plan was chosen by the applicant since the proposed copy area exceeded Code's maximum copy area. The developer chose to not to construct the sign as approved without consultation with city staff.

Standard signage for a subdivision per Code Section 122-13(a) is either 1) one permanent freestanding sign capped at 64 square feet; or 2) two permanent signs capped at 32 square feet in copy area placed in a symmetrical manner located on opposite sides of the entrance.

The approved Haven Oaks comprehensive sign plan (dated Received 4/19/22) shows a freestanding sign on each side of the entrance, placed in front of the subdivision perimeter wall, as shown in Exhibit 1. Exhibit 2 shows the location of the constructed sign. Exhibit 3 shows the approved sign; the constructed sign is shown in Exhibit 4. Exhibit 5 lists the differences in the two signs.

Council needs to determine if the constructed sign continues to meet Code's intent of the Comprehensive Sign Plan: to provide "an innovative, creative signage of a superior quality and creativity to those that might result through the normal sign permit process."

Exhibit 1 – Approved Sign Location

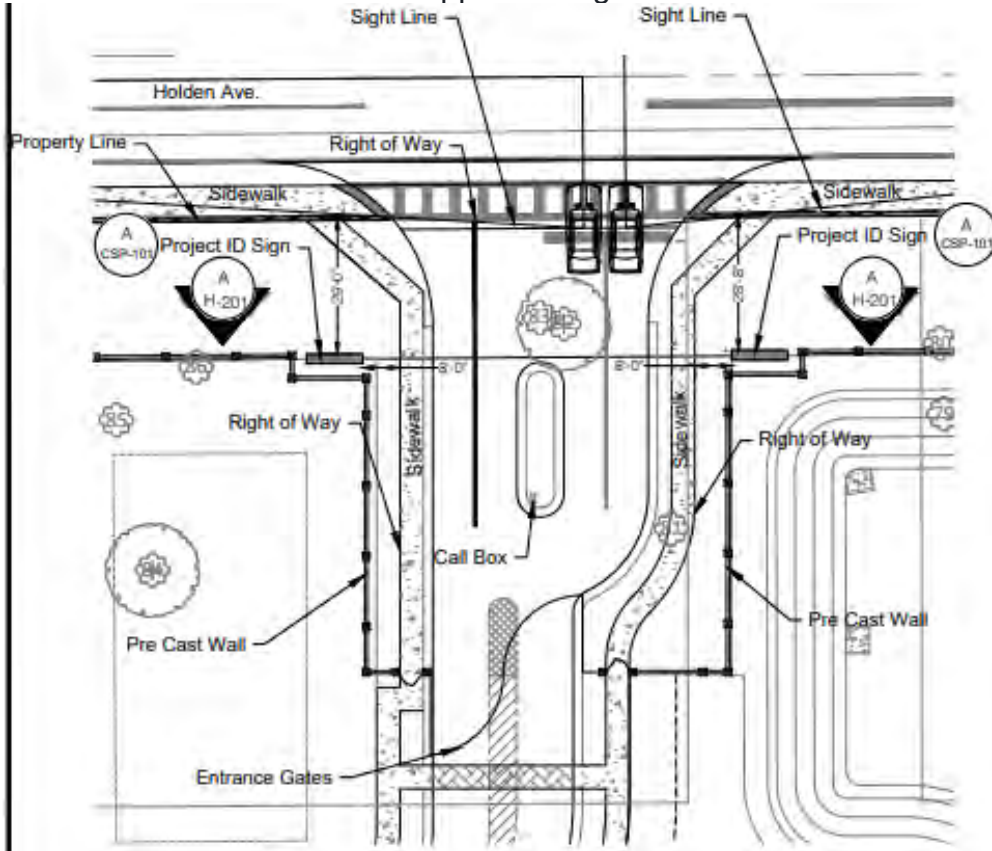


Exhibit 2 - Constructed Sign Location

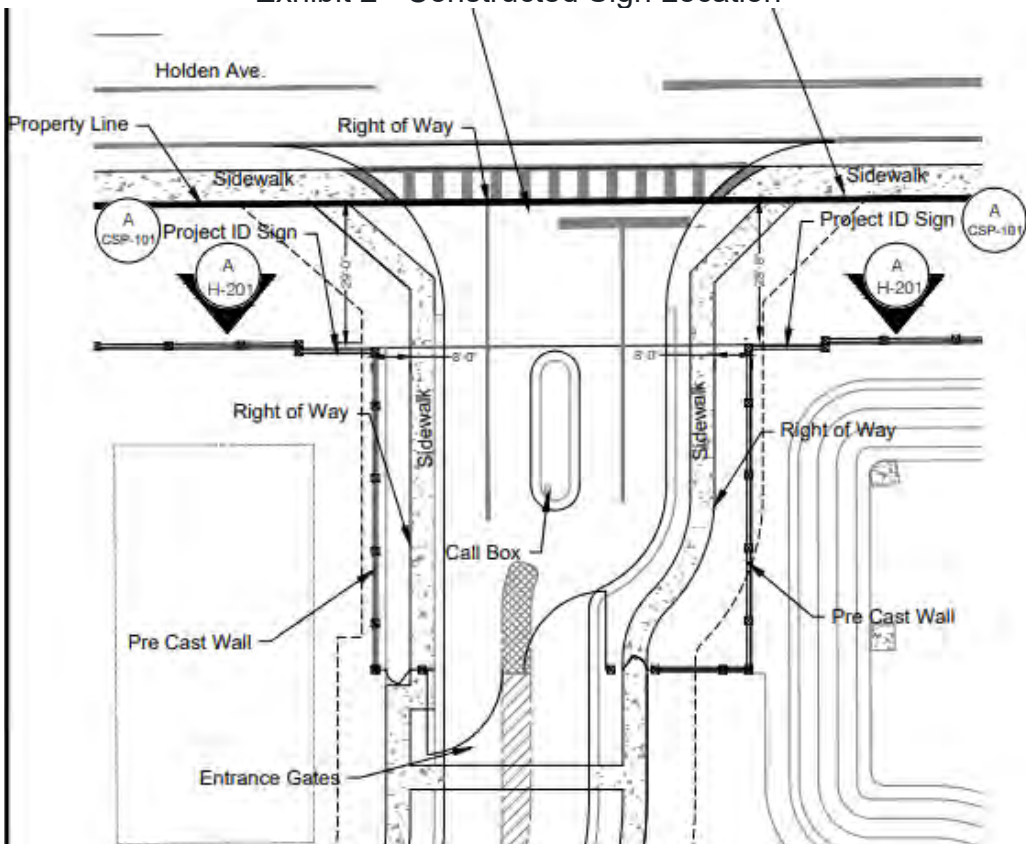


Exhibit 3 – Approved Sign

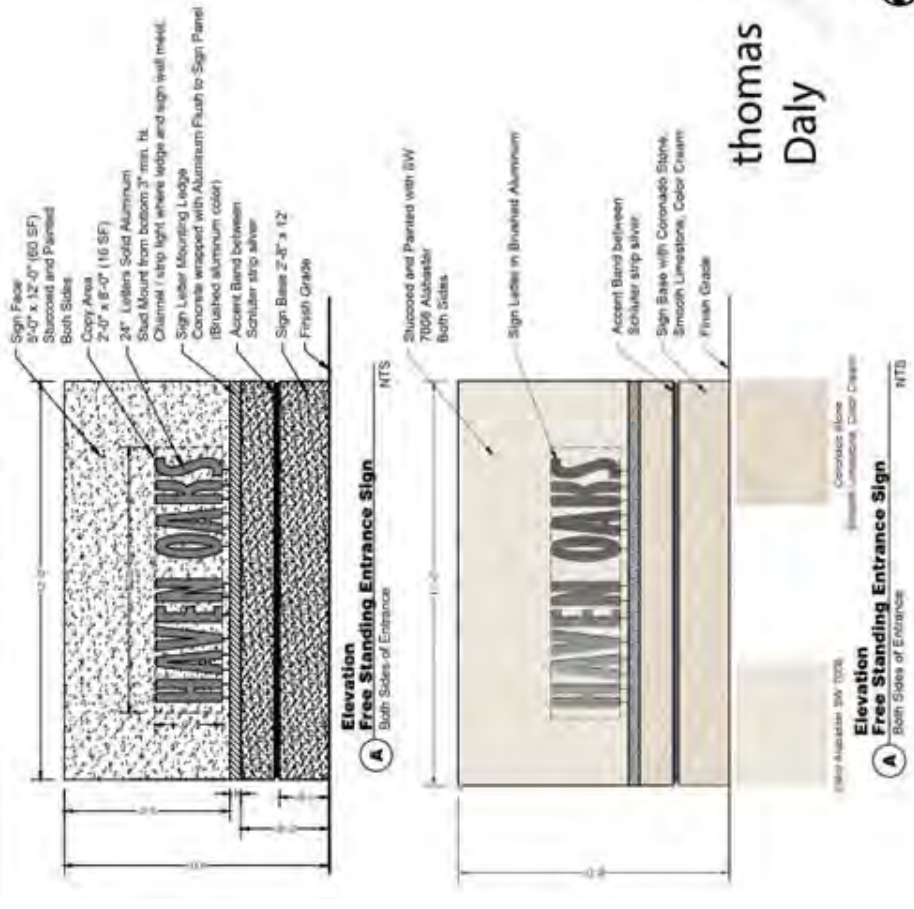


Exhibit 4 – As Built Sign

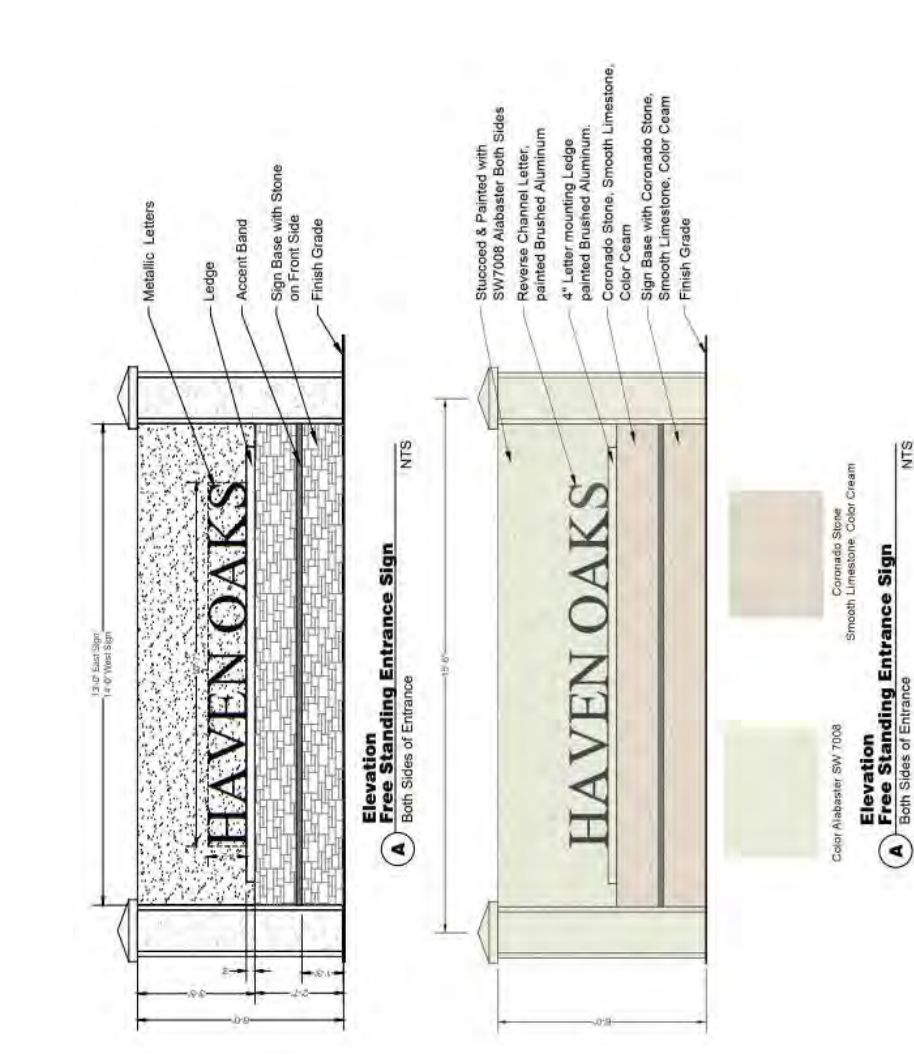
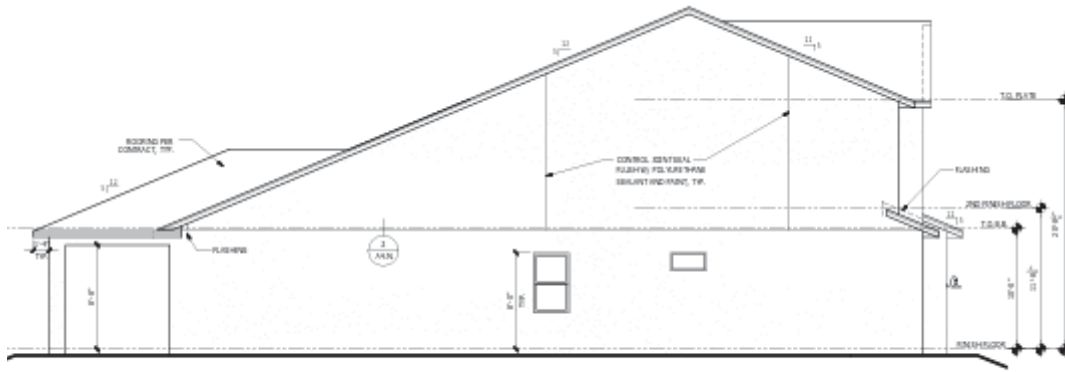




Exhibit 5 – Differences in Approved vs Constructed Sign

- 1) The approved sign is a freestanding sign; the constructed sign is on the perimeter wall of the subdivision.
- 2) Approved sign is 8 feet in height; perimeter wall is 6 feet in height.
- 3) Letters are 14 inches tall on the constructed sign vs the approved 24 inches.
- 4) The approved lettering is 8 feet wide vs the constructed lettering is 10' 7" wide.
- 5) The letters on the approved plan are on 3" "studs." The "studs" on the constructed sign are 1/2".
- 6) The ledge that the letters were to sit on was approved to be 2'8" above grade; the new sign the ledge is 2'7" above grade.
- 7) The ledge was supposed to go all the way across the "sign;" it does not.
- 8) The ledge was supposed to be "wrapped with Aluminum of brushed aluminum color;" on the constructed sign, it is painted aluminum (silver).
- 9) The approved sign plan shows a silver accent strip extending partially the width of the sign face; the silver strip on the constructed sign extends the width of the wall.
- 10) The two parts of the base (above and below the accent strip) were supposed to be different heights (18 inches below and 14 inches above); on the constructed sign, the base part above the accent strip is 14 inches and the part below the strip is 15 inches.



LEFT ELEVATION

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

MODERN
FARMHOUSE



Architectural Trim on Windows

Some of the elevations do not meet the requirement that “Shutters and trim or approved architectural treatment shall be used on first and second floor windows on the front façade of all residential structures.” Per the Development Agreement, “In the event that product does not meet Exhibit C standards, the change shall be viewed as an amendment to this agreement and shall be considered at a City Council public hearing.”



Garage Doors

Per the Development Agreement, garage doors are to be upgraded from typical 16 panel door, which may include upgraded design, materials or other features and shall match the architectural style of the home. There is no evidence these are upgraded garage doors.



Color Scheme, and Roof Penetrations

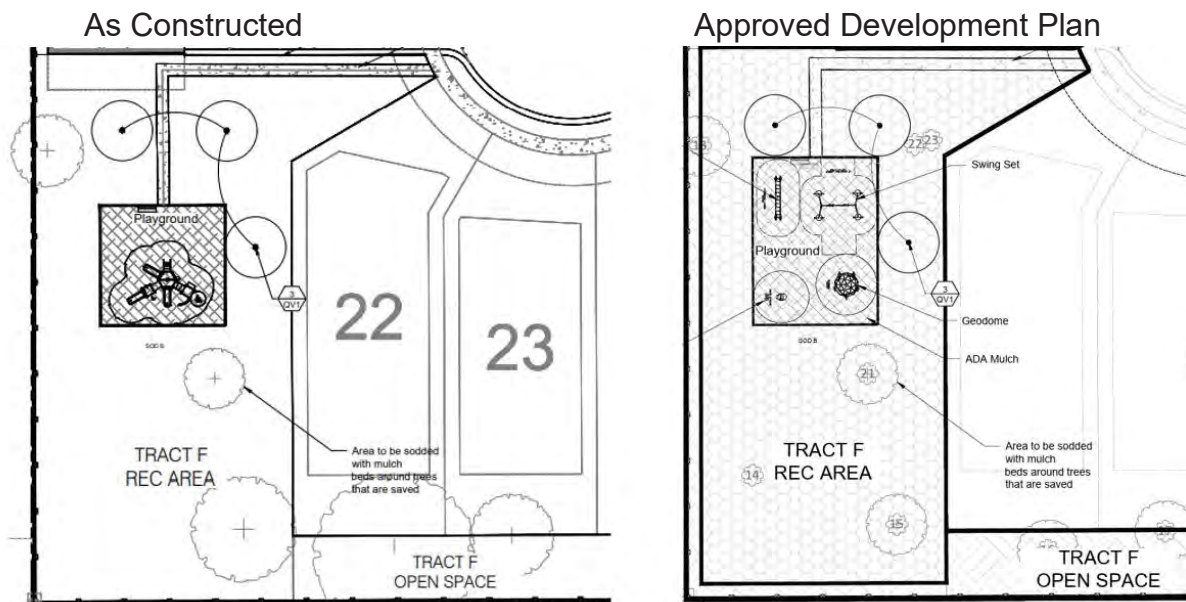
The information that has been submitted with the building permit package does not provide sufficient detail to ensure the required architectural guidelines. The developer/builder has been notified to provide this information.

Playground

The approved Development Plan called for a larger playground area and different equipment including swings, a climbing structure, horizontal ladder, and a frog spring and a bench. A play structure has though been installed. Had the playground area been built to the dimensions on the Development Plan, there would have been room for a swing set or other play equipment.

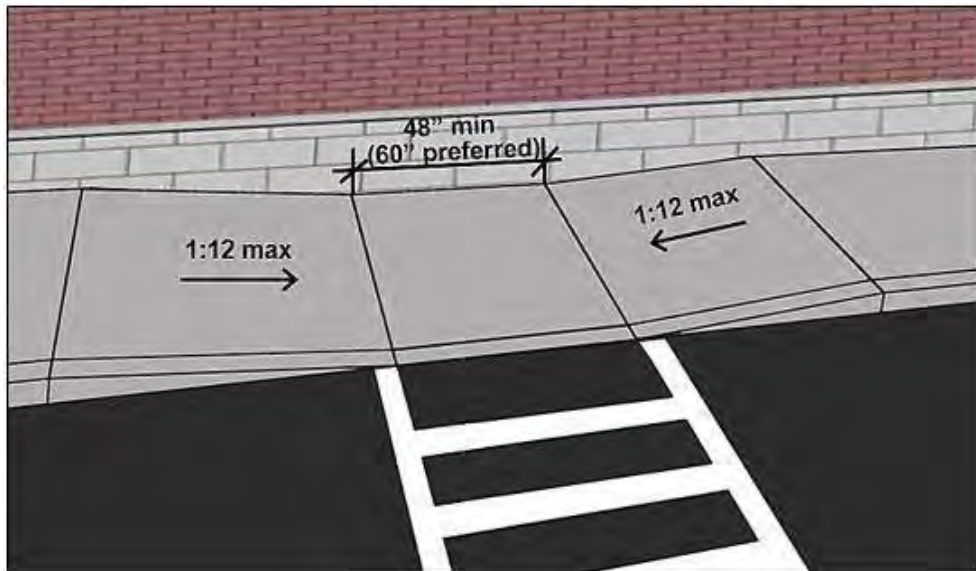
To date, the bench has not been installed and the developer has been alerted. The developer has also been contacted to provide documentation that the mulch provided in the playground meets ADA standards; that existing did not appear to meet this requirement.

Another ADA noncompliant issue is the lack of a ramp at the end of the access area adjacent to the ADA parking spaces. A ramp is required from that access area to the sidewalk.



Actual Playground





Other Issues

AC Units

There is insufficient width of the side yard to allow for maintenance equipment to pass without intruding into the adjacent property. Per the Development Agreement, “Air handler, mechanical equipment, water filtration systems, gas tanks, propane tanks, and other utility or service equipment, other than generators, may be located in the side yard setbacks provided the maneuverability of lawn and other maintenance equipment from front yard to rear yard is maintained.” At most, the A/C units are 24 inches from the property line. In some cases, as shown below, the units have been placed in adjacent side yards. Easements in all side yards may be necessary to allow the right of the resident to cross into the neighbor’s yard.



Landscaping

The Development Agreement and the approved Landscape Plan requires two Japanese Privets (LIT) between the oaks in the Holden Avenue buffer. These have been planted but are shorter than the required 8 feet minimum. They do meet the other specifications and are very full and healthy. The City's Landscape Architect can accept these plants as they species grow quickly and will likely attain the 8' within a few months.

PLANT SCHEDULE

Quantity	SIMBOL	Botanical	Common	Specifications
69	AD	Asparagus aethiopicus	Foxtail Fern	Min. 3 gal., Full Pot 24" o.c.
6	BN	Bismarckia nobilis	Bismarck Palm	10' Clear Trunk
45	CA	Crinum asiaticum	Crinum Lily	Min. 7 gal., 24" ht. x 24" spd.
215	DE	Duranta erecta 'Gold Mound'	Gold Mound Duranta	Min. 7 gal., 24" ht. x 24' spd. 30" o.c.
28	LJT	Ligustrum japonicum	Japanese Privet	Min. 30 gal., 8' ht., 8" o.c., 3 steams, 3/4" caliper
18	QV	Quercus virginiana	Southern Live Oak	Min. 200 gal., 16' ht., 5" DBH
9	QV1	Quercus virginiana	Southern Live Oak	Min. 200 gal., 18' ht., 6" DBH
366	TAM	Trachelospermum asiaticum	Asian Jasmine	Min. 1 gal., full pot 18" o.c.
21	VS	Viburnum suspensum	Sandankwa Viburnum	Min. 7 gal., 20" ht. x 20" spd., 36" o. c.
49,752 SF	SOD A	St. Augustine Sod		

ii. Holden Avenue Buffer Landscaping: A landscaped buffer, minimum 30 feet in depth as measured from the property line, shall be provided along Holden Avenue. The Holden Avenue buffer shall include evergreen shade trees of a species with a mature height of over 40 feet, to be planted centered on panels, with maximum separation between trees at 45 feet. Wall panels shall not exceed 15 feet in width. At planting, these trees shall be a minimum caliper of 5" and minimum of 16 feet in height, and a 7-foot spread.

In addition to the evergreen shade trees, a "tree formed" multi-stemmed large shrub shall be centered on the wall panels where the canopy trees are not. At planting, these shrubs shall be a minimum of 3 stems at 3/4 inch-caliper per stem and an overall height of 8 feet.

Entrance Median

Because the developer/builder chose to narrow the entrance median, the solar panel now extends into the road.



Attachments: Ordinance 2020-07 (Rezoning to PD)
Recorded Development Agreement
Development Plan

END

Prepared by:
Carolyn R. Haslam, Esq.
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
(407) 419-8584

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

CERTIFIED COPY

I hereby certify that this document is a true and correct copy of the original document
 as copied from City records or
 as copied from an original, non-public record brought to my office.

Bea Meeks
City Clerk, City of Edgewood
March 5, 2021
Date Signed

PLANNED DEVELOPMENT AGREEMENT
Holden Avenue PD

The application of Bavaria Holdings, LLC (hereinafter referred to as "Developer") and Ordinance 2020-07 for rezoning was heard by and before the City Council of the City of Edgewood, Florida (hereinafter referred to as "City") on the 16th day of February, 2021, for second and final reading. Based upon the application and other supporting documents, the Land Use Plan, maps, and other instruments, and based upon the advice, reports and recommendations of the Development Review Committee (DRC) of the City of Edgewood and the first reading of the Ordinance by City Council on January 19, 2021, the City Council does hereby find and determine as follows:

GENERAL FINDINGS

- a. That the application for rezoning was initially filed with the City on November 5, 2019 as required by City Ordinance.
- b. That all fees and costs which are by law or regulation of the City required to be borne and paid by the applicant for rezoning of property have been paid.
- c. That application to rezone involves parcels of land containing 13.68 acres, more or less, situated in the City of Edgewood, Orange County, Florida. This parcel of land is described more particularly in the legal description which is attached hereto as **Exhibit "A"** (hereinafter referred to as the "Subject Property") and incorporated herein.
- d. Developer is the owner in fee simple of the Subject Property.
- e. That the DRC held a public meeting wherein it considered the application and proposed Land Use Plan and moved the rezoning application and proposed land use plan forward to Planning and Zoning Board.
- f. That on December 14, 2020, at a public hearing the Planning and Zoning Board reviewed and considered the application and proposed Land Use Plan, input from the public, and reports and

51245437;20

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03/22/2021 01:52:10 PM Page 1 of 31
Rec Fee: \$255.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00

Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF EDGEWOOD



recommendations of the DRC and after considering the testimony of the applicant, the proposed conditions of approval by the applicant and other documents, the Planning and Zoning Board made its recommendations to City Council.

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

h. Developer intends to construct a residential development consisting of those components described in the Land Use Plan attached hereto as **Exhibit "B"** and made a part hereof and consistent with the requirements of this Planned Development Agreement. The City Council agrees that the attached Land Use Plan conforms with all conditions contained herein.

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

j. That Ordinance 2020-07 to which a copy of this Planned Development Agreement (the "Agreement") is attached, relating to the rezoning of Subject Property to Planned Development has been properly publicly noticed under the statutes of the State of Florida and the City's Code of Ordinances.

k. The City Council agrees that the Planned Development Agreement and the attached Land Use Plan is consistent with the goals, objectives and policies of the City's Comprehensive Plan and that the proposed development is consistent with the use and density requirements of the City's Comprehensive Plan.

l. The City enters this Agreement pursuant to its Home Rule Powers given to it under the Florida Constitution and the Florida Statutes.

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

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

2. **Compliance.**

a. The development shall conform to the Land Use Plan dated received February 9, 2021, submitted by Developer and attached hereto as **Exhibit "B"** and with all conditions and requirements of Ordinance 2020-07, which rezoned the Subject Property to Planned Development. The development shall be allowed to alter the position on the Land Use Plan of certain lots and

tracts, such as the recreation tract, as long as the lot count and lot sizes shown on the Land Use Plan and in this Agreement are met.

b. The Developer shall comply with all City laws, codes, ordinances, and regulations now in effect, which are incorporated herein by reference, except to the extent the applicable laws, codes, ordinances and regulations are expressly waived and modified by this Agreement or by action approved by City Council.

c. The Developer shall comply with all applicable Federal, State, and County laws, and all City laws, codes, ordinances and regulations hereinafter adopted which are not inconsistent with the specific terms and agreements set forth herein. In the event of a conflict between requirements of two or more governmental entities having jurisdiction over the Subject Property the more restrictive requirement shall apply.

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

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

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

4. **Comprehensive Plan/Future Land Use.** The City attests that the future land use designation to the property allows single family residential.

5. **Plan of Development.**

a. **Maximum units:** The maximum number of units shall be forty-three (43) and all such units shall be single family detached residential.

b. **Minimum lot size:** The minimum lot size shall be 6,000 (50' x 120') square feet.

c. **Minimum net living area:** Residential structures of no less than 1,800 square feet under A/C shall be constructed on the Subject Property and thirteen (13) of the residential structures shall be no less than 2,200 square feet under A/C. When submitting for building permits, the developer shall submit a report to the City tallying the total house permits by square footage in order to track this condition.

d. **Minimum lot width:** Except as otherwise provided herein, a maximum of three (3) lots shall be allowed to have a minimum lot width of fifty (50) feet; a minimum of thirty six (36) lots shall have a minimum lot width of sixty (60) feet; at least four (4) lots shall have a minimum lot width of seventy (70) feet. Additional fifty-foot wide lots may be exchanged for the 60 foot wide

lots, if approved by the City at Development Plan/Preliminary Subdivision Plan review if Developer shows by competent substantial evidence that the reduction of lot size allows for the preservation of historic or specimen trees that would not otherwise have been preserved or expansion of the recreation area.

e. Maximum Building Height: The maximum building height shall be thirty-five (35) feet or two stories; whichever is less.

f. Setbacks: The minimum setbacks shall be as follows:

Minimum Setbacks	
Front Yard (Roofed Porch) ¹	15'
Front Yard (Living Area)	20'
Front Yard (Garage) ²	23'
Rear Yard (Building) ³	20'
Rear Yard (Screen Enclosure) ³	5 feet
Rear Yard (Pool) ³	5' (50' and 60' lots) 7.5' (70' lots)
Side Yard on Corner Lot (Buildings)	15'
Side Yard on Corner Lot (Pool & Screen Enclosures)	10'
Side Yard (Building, Pool & Screen Enclosures) ⁴	5' (50' and 60' lots) 7.5' (70' lots)

¹ A front porch no greater than one story may encroach into the front yard setback, resulting in a 15' front yard setback for porches and a 20' front yard setback for the remainder of the home.

² Garages may be, but are not required to be, recessed from the front of the home.

³ For lots adjacent to Holden Avenue, the Right-of-Way/Holden Avenue Setback shall apply. All structures and pools and screen enclosures shall be 60 feet from centerline (which is 30 feet from the property line). For accessory structure/use encroachments, such as pools or screen enclosures within the ROW setback, Developer shall provide a letter of non-objection from Orange County prior to permitting with such letter identifying the minimum setback for the accessory structure/use from the centerline or right-of-way line.

⁴ Air handler, mechanical equipment, water filtration systems, gas tanks, propane tanks, and other utility or service equipment, other than generators, may be located in the side yard setbacks provided the maneuverability of lawn and other maintenance equipment from front yard to rear yard is maintained.

g. Architectural Design Standards: The Subject Property shall be developed in accordance with the design standards, as outlined on **Exhibit "C"**. Architectural review prior to building permit issuance will be completed by City staff to ensure the standards within Exhibit C are met.

In the event that product does not meet Exhibit C standards, the change shall be viewed as an amendment to this agreement and shall be considered at a City Council public hearing.

h. Density: Density shall not exceed four units per acre.

i. Maximum Impervious Lot Coverage: The Developer has requested a waiver of the maximum impervious coverage on certain residential lots pursuant to Section 134-460(a)(9) of the City's Code. The maximum impervious coverage for each lot size within the development is shown below:

- 50' lots – 70%
- 60' lots – 70%
- 70' lots – 63%

j. Driveway Width: Driveways shall be pavers and a minimum of 18 feet wide.

k. Parking: Parking for each lot shall be designed to allow a minimum of two parking spaces in the garage and two spaces in the driveway for a minimum of four (4) parking spaces per residence. Additional parking will be provided through one-sided on-street parking and the community parking spaces shown on the Land Use Plan. The on-street parking will be regulated with signage and requirements within the Declaration of Covenants, Conditions and Restrictions.

l. Drainage: All drainage resulting from the Development must be able to be accommodated within the Development's stormwater and drainage system.

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

n. Open Space: The minimum common open space shall be calculated based on overall gross acreage.

o. Tree Removal: The Developer shall make every reasonable effort to save all live oak trees located upon the Subject Property. A tree survey shall be required to be submitted with the Development Plan submittal.

The PD shall be subject to Code Chapter 130. An application for tree removal must be submitted, and a tree removal permit shall be required before the removal of any existing trees. The tree removal application shall include a replacement schedule as required by the City's Code of Ordinances and shall be reviewed concurrently with the Development/Subdivision plan. Upon request by the City Engineer, the Developer shall be required to submit a report by a professional arborist to justify removal of any existing trees, including and not limited to dead or diseased trees.

It shall be the responsibility of the developer and permittee (if the permittee is not the property owner) to ensure any tree designated to remain shall be protected. If posts are used as

protective barriers, they shall be placed at points not closer than six feet of the trunk perimeter of any tree. A tree of four feet or more in diameter may require additional space as needed to protect the trees roots. Each section of the barrier shall be clearly visible (flagged with brightly colored plastic tapes or other markers).

For the common area/subdivision landscaping (and not the lot landscaping), the property owner and permittee shall guarantee survival of retained or replaced trees for one year from completion of permitted construction. Should any tree be deemed a non-viable tree upon the inspection, that tree shall be replaced with a comparable tree within 60 days of the City's notification of need.

p. Landscaping:

i. Common areas and tracts: A landscape plan conforming to the requirements set forth in this Development Agreement for all common areas and tracts shall be submitted with the Development Plan. No certificate of completion for the subdivision will be issued until the landscaping identified herein has been installed, inspected and approved by the City.

ii. Holden Avenue Buffer Landscaping: A landscaped buffer, minimum 30 feet in depth as measured from the property line, shall be provided along Holden Avenue. The Holden Avenue buffer shall include evergreen shade trees of a species with a mature height of over 40 feet, to be planted centered on panels, with maximum separation between trees at 45 feet. Wall panels shall not exceed 15 feet in width. At planting, these trees shall be a minimum caliper of 5" and minimum of 16 feet in height, and a 7-foot spread.

In addition to the evergreen shade trees, a "tree formed" multi-stemmed large shrub shall be centered on the wall panels where the canopy trees are not. At planting, these shrubs shall be a minimum of 3 stems at 3/4 inch-caliper per stem and an overall height of 8 feet.

The buffer must also include a continuous evergreen hedge along the wall panels. Plants shall be at least 24 inches high at planting and be of a species capable of growing to at least 36 inches in height within 18 months. This hedge shall be maintained at a height not less than 36 inches.

An accent shrub, such as but not limited to, bird of paradise, crinum lily, red star dracaena, or ornamental grass shall be planted in front of each column. The size of each accent shrub at planting shall be that in a minimum 7 gallon container.

The subdivision entrance, which is defined as the area on either side of the entrance road outside the gate including the wall segment with the subdivision name, may include a mix of evergreen shade trees, as detailed above, and the following palm trees: Medjool, Bismark, Sable, Butia, Sylvester, Mule or Ribbon.

A variety of foliage and/or flower color and accent plants shall be used in the Holden Avenue buffer. The selected plant material shall be based on the plant's growth habit to fulfill the

designed intent and to avoid the need for excessive trimming. Heights of all plants shall be measured from site grade. All requisite landscaping, whether preserved or newly planted, shall be irrigated and must demonstrate health and viability before issuance of the certificate of completion.

iii. Residential Lot Landscaping: A certificate of occupancy for a house shall not be issued until the following landscaping has been installed, inspected and approved by the City. Developer shall be given credit for any live oak preserved on a residential lot and such tree shall be counted for that lot in lieu of a new planting. Such credit, however, shall not apply to the Front Yard Tree, unless the preserved oak is in the front yard.

Residential lot landscaping shall include:

- (a) Front Yard Trees: One shade tree shall be planted in the front yard on each lot, located to achieve the intention of a tree lined street in the community. The location of the tree shall take into consideration the front building setback relative to the tree canopy, and the location of utilities and street lighting. The recommended location for the tree is seven (7) feet from the sidewalk. Such tree shall be a minimum caliper of 3 inches and may include (but are not limited to) the following species: Japanese Blueberry, Winged Elm, Simpson Stopper, Bottlebrush, Drake Elm, Florida Flame Maple, Tabebuia Ipe, Princeton Elm, Allie Elm, Sweetbay Magnolia and/or River Birch.
- (b) A landscape bed at least three feet in depth to be installed adjacent to the front of the house. All plants to be installed shall be in at least 3-gallon containers and shall be planted at a rate to establish a continuous hedge. 1-gallon material may be used as an accent or "tiered" material (i.e. ground cover, etc.) to enhance the 3-gallon material.
- (c) Irrigation of the entire yard, plus irrigation of the pervious area between the sidewalk and curb.
- (d) A mulched area extending 12" from the home shall be provided around the perimeter of the home (to prevent weed eater marks). No Cypress mulch.
- (e) Landscaping in at least 3-gallon containers shall also be used to create an opaque hedge capable of being maintained at 3 feet in height in front of the air handlers or water softeners, or other equipment/appurtenances in the side yard to hide from street view.
- (f) Rear Lot Tree: At least one shade tree with at least two-inch caliper. Developer shall be given credit for any live oak preserved on a residential lot and such tree shall be counted for the rear lot tree on that lot in lieu of a new planting. Lot tree placement will be determined by Developer at the time of installation based on home orientation. Such tree shall be a minimum caliper of 2 inches and may include (but are not limited to) the following species: Japanese Blueberry, Winged Elm, Simpson Stopper, Bottlebrush, Drake Elm, Florida Flame Maple, Tabebuia Ipe, Princeton Elm, Allie Elm, Sweetbay Magnolia and/or River Birch.
- (g) Sodding the entire lot and the pervious strip between the sidewalk and curb.

q. Non-uniformity of residential structures: Consistent with Exhibit “C,” Residential structures constructed shall be of varying front facades and color schemes in a manner that no adjacent houses have the same front façade and color scheme.

r. Utilities and infrastructure: Water, sanitary sewer, storm drainage facilities placed within the private street tract shall be installed to city/utility provider standards. All utilities, including but not limited to electric and telephone, shall be underground, including the existing overhead utility lines along Holden Avenue, installation costs of which will be borne completely by the Developer.

s. Subdivision Regulation: Subdivision of lots shall comply with all regulations and ordinances in force at the time of subdivision plan approval except where specifically approved to deviate per the approved Land Use Plan.

t. Subdivision Streets and Sidewalks.

i. Private Ownership: All streets, sidewalks, street lighting, signage, landscaping, walls, drainage systems and all related appurtenances within the development including those located outside the gates, are to be private, owned in a separate tract where applicable and maintained by the HOA.

ii. Construction Standards: The streets and sidewalk shall conform to the City’s construction standards for public streets and sidewalks.

iii. Access Rights: The plat shall indicate unrestricted access-easement rights over the platted roadway right-of-way tract are dedicated or otherwise granted to the owners of each lot within the subdivision and to all their successors in interest, as well as to the City and utility providers providing use of the property for any purpose related to the exercise of a governmental service or function, including but not limited to fire and police protection, inspection and code enforcement.

iv. Sidewalk Along Holden Avenue: The sidewalk within the Holden Avenue right-of-way shall be the same width to match the existing sidewalk adjacent to the Subject Property.

v. Subdivision Entrance: Access to the site shall be provided on Holden Avenue directly opposite Red Fern Drive. The Developer shall provide a gated restricted access entrance to the subdivision that allows sufficient holding space for at least three vehicles as measured from the call box to the Holden Avenue south right-of-way line. The subdivision entrance will be designed with a curb that deters entering in the exit gate, including paver infill of the curb. The subdivision entrance must be equipped for visitor access with a call or code box located at least 60 feet from the boundary of the subdivision to provide for visitors calling in and vehicle queuing. The restricted access entrance shall provide a means of ensuring access to the subdivision by the City and other public/utility service providers with appropriate identification.

Entryway gates must be equipped with an audio (siren) override device to allow emergency access to the subdivision by fire/rescue, police and other emergency-response personnel. The audio-override device must be submitted to the fire and rescue department for inspection and the entrance gates may not be closed unless and until the department determines that the device is acceptable and in good working order.

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

u. Wall Construction: An architectural precast concrete wall at least six feet, maximum eight feet in height shall be constructed around the entire perimeter of the Subject Property. The portion of the wall facing Holden Avenue shall include wall panels which replicate the look of masonry, natural rock, stone or brick, with the columns matching the remainder of the perimeter wall. Wall columns will be equally spaced columns, except as may be needed to minimize damage to historic trees. The construction of the portion of the wall along the North boundary (at a minimum) must commence immediately following the clearing/grading of the Subject Property and be completed within sixty (60) days.

v. Recreation Area: The Subject Property will contain a recreation area, a minimum of 0.775 acre and shall contain a tot lot and covered pavilion. Construction of the tot lot and covered pavilion shall begin prior to or simultaneously with the 10th permit for a house and be completed within six (6) months.

w. Street Lighting. The street lighting will be decorative lighting consistent with Duke's list of street light designs and the location and spacing shall be based on the photometric design needs to provide consistent light based on a photometric survey.

x. Community Name. The Developer will not use the term "SoDo" in the community name or marketing materials.

6. Declarations of Covenants, Conditions, and Restrictions. Simultaneously with the recording of the subdivision plat, the Developer shall record in the Public Records of Orange County, Florida, as a covenant running with the land of the Subject Property, a Declaration of Covenants, Conditions, and Restrictions (Declaration) that shall govern all platted lots within the subdivision, shall impose requirements and restrictions that run with the land, and shall address the responsibilities for the ongoing maintenance and repair of the subdivision infrastructure, landscaping and recreation areas. Prior to recordation in the public records of Orange County Florida, the declaration shall be reviewed and approved in writing by the City Attorney for

consistency with all land use approvals by the City. The Developer shall pay to the City the sum of the legal fees of the City Attorney relating to the review of the Declaration. The terms of the Declaration shall be, to the city's satisfaction, legally sufficient and enforceable to accomplish or otherwise ensure, at a minimum, the following.

- a. A mandatory homeowners association ("HOA") will be created which will:
 - i. Be an incorporated entity legally authorized;
 - ii. Be required to, among other things, impose assessments and liens to enforce Conditions, Covenants, and Restrictions;
 - iii. Include as members all owners of residential lots within the development; and
 - iv. Own and maintain in perpetuity all perimeter walls, landscaping in common open space, buffer areas, common irrigation, streets, sidewalks, street lighting, signage, and retention and drainage systems; and, such other provisions as are compatible with the Agreement and the Land Use Plan as approved by the City.

- b. The HOA, through its Declaration of Covenants, Conditions, and Restrictions shall, among other matters, assess costs upon the properties of its members at least sufficient to pay:
 - i. The cost of maintaining and irrigating the entryway to the Development as well as any land dedicated to common use by the members of the homeowner's association;

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

 - iii. Upon the completion of the construction of the recreation area, the Developer shall deed to the HOA the recreation area shown on the approved Land Use Plan. The HOA shall be responsible to maintain the recreation area, to limit its use to residents of the Development and their immediate families, guests, and invitees, and to maintain any and all fencing and buffer areas;

 - iv. Every 15 years, the HOA must repave the private street. This requirement may be waived on a year-to-year basis if the HOA can provide a professional engineer's opinion to the city engineer stating the existing roads are in acceptable condition; however, the City shall have the right to inspect the private streets and related appurtenances at any time, and require the HOA to provide the repairs needed to ensure emergency access. The City Council shall be the final judge of whether such repairs are needed and shall have the right to assess each lot owner to provide for repair; and

 - v. If, in the city's opinion, the streets, sidewalks, streetlights or the stormwater system, subdivision entrance, and landscaping in common areas on the Holden Avenue buffer are not properly maintained, the city may do the required maintenance, replacement, and special assess each affected property owner in the subdivision 100 percent of the cost of said maintenance.

c. The terms of the Declaration shall be, to the City's satisfaction, legally sufficient and enforceable to accomplish or otherwise ensure, at a minimum, the following:

i. Require the establishment and maintenance of an HOA budget account for annual routine maintenance and repair, replacement or reconstruction of the street, street lights, landscaping, sidewalks, wall, recreation area, community parking, and drainage system, including stormwater management areas.

ii. Require at developer turnover of the HOA to the property owners, the establishment and maintenance of an HOA reserve account for major capital repair, replacement, and reconstruction of the subdivision's street.

iii. Require at developer turnover of the HOA to the property owners, the establishment and maintenance of an HOA reserve account for major capital repair, replacement and reconstruction of the subdivision's stormwater management and drainage facilities;

iv. Require at developer turnover of the HOA to the property owners, the establishment and maintenance of an HOA reserve account for major capital repair, replacement and reconstruction of other subdivision infrastructure such as sidewalks, entrance gates, curbing, recreation area, common parking areas, walls, etc.

v. Require at developer turnover of the HOA to the property owners, the establishment and maintenance of an HOA budget account for storm debris clean-up and removal, such as clearing downed trees, landscape, and other storm-created debris from the subdivision's street, common tracts, sidewalks and drainage facilities.

vi. Provide that:

(a) Until turnover of the HOA to the property owners and/or transfer of control of subdivision infrastructure to the HOA, all maintenance and repair of streets, street lighting, landscaping, walls, gates, sidewalks, community parking, recreation area, and the drainage system, including stormwater management areas and conveyance system, and the like is the responsibility of the developer; and

(b) Prior to turnover of the HOA and/or transfer of control of subdivision infrastructure to the property owners, the developer shall expend monies in the routine-infrastructure-maintenance account for such maintenance and repair. Insufficiency of monies in the routine-infrastructure-maintenance account shall not act to relieve the developer of any responsibility to properly maintain and repair the street, gates, sidewalks, streetlights, community parking and recreation area, and drainage system, landscaping, and walls prior to turnover of the HOA and/or transfer of control of subdivision infrastructure.

vii. Require that:

(a) No earlier than one hundred eighty (180) days before turnover of the HOA and/or transfer of control of subdivision infrastructure to the property owners, the developer must retain the services of a Florida registered engineer experienced in subdivision construction (other than the engineer of record for the subdivision as of the date of the city's approval of the subdivision infrastructure construction plans, and engineers who are principals of, employed by, or contractors of the same firm as the engineer of record) to inspect the streets, gated entrance, parking, sidewalks, street lighting, perimeter wall, and drainage system, including stormwater detention/retention areas in accordance with the existing approved plans, and prepare a report recommending the amount of scheduled maintenance and unscheduled repair that likely will be needed each year for the noted infrastructure, in accordance with standards that may be established and revised by the City Engineer at the time of the report, which recommends the amounts of money that should be deposited each year in the routine-infrastructure-maintenance account, and determining what repairs, if any, are needed prior to turnover of the HOA to the property owners;

(b) The report shall be signed and sealed by the engineer;

(c) The HOA shall pay the cost of this initial engineer's report, which payment may be made from the routine-infrastructure-maintenance account;

(d) A copy of the initial engineer's report shall be made available to all owners of lots, blocks, and tracts in the subdivision and to the City Engineer within fifteen (15) days after it is completed;

(e) Any needed repairs or replacements identified by the report shall be completed by the developer, at the developer's sole expense, prior to either the developer's turnover of the HOA to the property owners of the subdivision or transfer of control of subdivision infrastructure to the HOA, whichever occurs first; and

(f) If turnover of the HOA and/or transfer of control of subdivision infrastructure occurs and the foregoing requirements have not been fulfilled, the rights of the HOA, any of its members, and any and all owners of land in the subdivision to enforce these requirements against the developer shall survive the turnover of the HOA to the property owners, with the prevailing party to be entitled to attorneys' fees and costs.

viii. Require that, after turnover of control of the HOA, or turnover of control of the subdivision infrastructure to the property owners:

(a) The HOA shall obtain an inspection of the streets, sidewalks, walls, gates, community parking, landscaping, street lighting, recreation areas, and drainage systems, including stormwater detention/retention areas, by a Florida-registered engineer experienced in subdivision construction no less frequently than once every five (5) years after the initial engineer's inspection;

(b) Using good engineering practice, and in accordance with standards that may be established and revised by the City Engineer or his or her designee, or in accordance with such other standards as may be adopted from time to time by the HOA, or in accordance with such

standards as the HOAs engineer may determine to be appropriate, the inspection shall determine the level of maintenance and repair (both scheduled and unscheduled) needed, the amounts of funding needed each year for the next five (5) years in the routine-infrastructure-maintenance account to pay for such maintenance and repair, and any remedial repairs immediately needed;

(c) That the inspection be written in a report format;

(d) A copy of each engineering report be provided to each owner of property in the gated community within fifteen (15) days of completion of the report; as well as to the City; and,

(e) Within one hundred eighty (180) days of receipt of each engineering report, the HOA shall complete all remedial work identified and recommended by the engineer.

ix. The HOA expressly indemnifies and holds the City of Edgewood and its officers and employees harmless from any cost of maintenance, repair, and reconstruction of, or tort liability or award of damages related to or arising in connection with, the streets, sidewalks, street lights, walls, gates, community parking, landscaping, recreation areas, drainage system (including stormwater retention/detention area), and/or any other subdivision infrastructure.

x. The Declaration shall expressly state that property owners receive no discount in property or other taxes because of private streets or drainage system.

xi. The Declaration shall require that each purchaser of a residential lot in the gated subdivision, for the personal or family use of the purchaser, receive a copy of the Declaration at or prior to the time the sales contract is executed, together with the current budget for the HOA, including a schedule disclosing the then-existing amounts of the periodic assessments for each of the HOA accounts and a copy of the most recent year-end financial statement for the HOA, and if none are then existing, a good faith estimate of the HOA operating budget, along with a form to be signed by such initial purchaser acknowledging receipt of a copy of the declaration, budget, financial statement or good faith estimate, and that the original of the form acknowledging receipt of a copy of the Declaration is to be attached to the sales contract as an exhibit or appendix.

Such schedule must also state that the periodic assessments for the HOA accounts do not necessarily include assessments for either the routine maintenance of or the capital repair and replacement of HOA facilities not related to subdivision infrastructure (such as streets, sidewalks, stormwater management system), common area landscaping, entrance and exit gates, walls, etc.

xii. The Declaration shall declare that upon any default by the HOA or the developer in any requirements of the Declaration, the City, at its option and after due notice of its declaration of a default and a reasonable time to cure, may prohibit closure of the gates and, upon dedication or conveyance of the rights-of-way to the City, perform all necessary maintenance, repair, replacement and/or reconstruction using all HOA monies on deposit in the routine-infrastructure-maintenance account and the several capital-repair accounts or, if no monies exist or if an insufficient amount exists, using such other revenues or financing methods as the City may elect, including (but not limited to) special assessments against the subdivision lots, and tracts. In the

event of the insolvency of the HOA, the lot owners shall be responsible for all costs, administration and attorney fees related to the City's action to maintain, repair, replace, and/or reconstruct development's infrastructure. Payment of costs and assessment will be enforced by lien or foreclosure.

xiii. The Declaration shall require that enforcement of traffic laws within the gated community, as requested by the HOA, shall be by the City Police Department and that all costs of enforcement incurred by the City shall be paid by the HOA.

xiv. The Declaration shall provide a procedure for nonbinding mediation in the event of a dispute between any homeowner and the developer, or between the HOA and the developer, with respect to the repair and maintenance of the streets, sidewalks, landscaping, walls, community parking, gates, recreation areas, street lighting, drainage system or other subdivision infrastructure or appurtenances and/or funding for such maintenance and repair.

xv. The Declaration shall provide that:

(a) The HOA, any member of the HOA, and any and all owners of land in the subdivision shall have the right jointly and severally to enforce against the developer or any other member of the HOA the requirements and provisions of the Declaration required hereunder, with the prevailing party being entitled to attorney's fees and costs; and

(b) Venue for any such enforcement action shall be in the Ninth Judicial Circuit of Florida, in Orange County.

xvi. No portion of the HOA's documents pertaining to the maintenance responsibilities of the private streets, gates, sidewalks, street lighting, common area landscaping, private walls, community parking, recreation areas, and drainage systems, and assessments thereto shall be amended without the written consent of the City as set forth in this Agreement.

xvii. The Declaration must contain language whereby the HOA, as owner of the private streets, walls, gates, recreation area, community parking, sidewalks, storm water management system, other common areas, and appurtenances, agrees to release, indemnify, defend and hold harmless the City, its officers, agents, licensees, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind of character, whether real or asserted, arising out of or in connection with, directly or indirectly: a) the reasonable use of the private streets and sidewalks, emergency access, utility easements, community parking, entrance gate or structure by the City, its officers, agents, licensees, servants and employees; b) the condition of the private streets, sidewalks, private street lights, private entrance gates or structures, private walls, community parking, access to recreation areas, landscaping, private storm drainage systems and emergency access; or c) any use of the subdivision with private streets by the City or County, its officers, agents, licensees, servants and employees for any purpose related to the exercise of a governmental function or service, expressly excluding, however, any claim or cause of action arising in whole or in part by the negligence or willful misconduct of such officers, agents, servants, employees,

contractors, subcontractors, licensees or invitees of City or County. The HOA shall be responsible for carrying liability insurance to meet the requirements in this paragraph. Those portions of the paragraph must not be amended without the written consent of the City.

xviii. The Declaration must include standards and regulations for the following:

- (a) Lot and structure maintenance;
- (b) Prohibiting vehicle parking in the front or side yards, or blocking any sidewalk, including the portion crossing the driveway, or the pervious strip between the sidewalk and curb;
- (c) Repair of common areas and infrastructure by owners and residents;
- (d) A house rental limitation to no less than 180 days;
- (e) Maintaining the tree, sod, and landscaping in the front yard;
- (f) Maintaining the pervious area landscaping between the curb and sidewalk;
- (g) Identifies the trees in the front yard as required street trees that are unable to be removed or altered without City permission;
- (h) Procedures for notice and enforcement;
- (i) Prohibiting any outdoor storage of boats, travel trailers, recreational vehicles, and similar equipment anywhere in the subdivision;
- (j) Prohibiting installation of fences on residential lots which would be in violation of the Holden Ave PD Architectural Guidelines found in Exhibit "C" (i.e. fences must be located to the rear of air conditioning condensers);
- (k) Permission given to the City/Orange County to enter the subdivision and remove any gate, device that is a barrier to access, and/or remove any vehicle or obstacle within the private street tract that impairs emergency access, with all associated costs borne by the HOA; and
- (l) The provisions for HOA governance and administration required by Florida law for mandatory HOAs.

xix. The HOA must not be dissolved without the prior written consent of the City.

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

8. **Model Homes.** The Subject Property may include up to five (5) model homes, which must adhere to the approved Land Use Plan, design standards in Exhibit "C" and Development Plan/Preliminary Subdivision Plan. The garage of any of the model homes may be utilized as a temporary sales center during development of the project provided, however, any such temporary sales center area shall be converted back to garage space prior to the conveyance and occupancy as a residence. In the event the garage of a model home is utilized as a temporary sales center, the applicable builder shall provide a bond to the City for the conversion of the space back to garage space. The bond amount must be approved by the City Engineer.

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

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

11. **Fees.** The Developer agrees to pay any and all impact fees (including, without limitation, transportation, school, electric, fire, police, water and sewer impact fees) and all City review, inspection, and permitting fees in accordance with the City Resolution 2018-09, as may be amended. The Developer shall pay all capacity reservation fees applicable to the Planned Development (including, without limitation, transportation, water, sewer, solid waste, and parks and recreation) regulated or collected by the City.

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

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

- a. The Developer's adjudication as bankrupt, either voluntary or involuntary;
- b. The institution of any judicial proceeding for reorganization or rearrangement of the Developer's affairs that is not dismissed within sixty (60) days;
- c. Any assignment by the Developer for the benefit of creditors; and
- d. The appointment of a receiver for the Developer's assets or property, which appointment is not dismissed within sixty (60) days.

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

15. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Developer and its assigns and successors in interest and the City and its assigns and successors in interest. This Agreement does not, and is not intended to, prevent or

impede the City from exercising its legislative authority as the same may affect the Subject Property.

16. **Third Party Beneficiary.** This Agreement is solely for the benefit of the City of Edgewood and the Developer, and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

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

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

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

20. **Amendments to Development Agreement.** This Agreement may be amended in a manner consistent with the Code of Ordinance of the City of Edgewood. Additionally, notwithstanding the foregoing to the contrary, the obligations created pursuant to this Agreement shall not run with the land or be binding upon a single family residential end user or homeowner of a detached dwelling ("Homeowner"). The right to amend this Agreement gets "severed" to a Homeowner, and stays with the Developer unless the Developer assigns all of its right, title, and interest in and to this Agreement, and notifies the City of such assignment.

21. **Indemnification and Hold Harmless.** The Developer and its assigns and successors in interest shall indemnify and hold harmless the City from and against all claims, demand, disputes, damages, costs, expenses (to include attorneys' fees or any fee for professional services whether or not litigation is necessary, and if necessary, both at trial and on appeal) incurred by the City as a result, directly of the use or development of the Subject Property and related to the terms of this Agreement except those claims or liabilities caused by or arising from the gross negligence or intentional acts of the City, its employees or agents. It is specifically understood by the parties that the City is not guaranteeing the quality of the use or development of the Subject Property, including but not limited to drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City. Notwithstanding the foregoing, the City acknowledges and agrees that upon the sale of the last home on the Subject Property, all of the Developer's rights, obligations, responsibilities and liabilities under this Agreement shall automatically terminate.

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

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

As to Edgewood: City of Edgewood, Florida
Attn: Bea Meeks, City Clerk
405 Bagshaw Way
Edgewood, Florida 32809-3406

As to Developer: Bavaria Holdings, LLC
Attn: Khaled Hussein
5200 Vineland Road
Orlando, Florida 32811

With a copy to: Toll Bros., Inc.
Attn: Brock Fanning, Division President
2966 Commerce Drive, Suite 100
Orlando, Florida 32819

And: Toll Bros., Inc.
Attn: Tom Smith
250 Gibraltar Road
Horsham, Pennsylvania 19044

And: Akerman LLP
Attn: Carolyn R. Haslam
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801

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

24. **Effective Date.** This Agreement shall become effective on the date when the Agreement is executed by both parties.

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

[SIGNATURE BLOCKS APPEAR ON THE FOLLOWING PAGES]

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

Signed, sealed and delivered in the presence of:

BAVERIA HOLDINGS, LLC, a Florida limited liability company

[Signature]
Witness:

[Signature]
Khaled Hussein, Manager

[Signature]
Witness:

STATE OF FLORIDA)
COUNTY OF ORANGE)

This instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 5th day of March, 2021, by Khaled Hussein, as Manager of Bavaria Holdings, LLC, a Florida limited liability company, to me known to be the person described in or who provided ~~XXXXXX~~ N/A as proof of identification and who executed the foregoing and he acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of March, 2021.

[Signature]
Notary Public



Attest:

CITY OF EDGEWOOD, FLORIDA

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

By: John Dowless
John Dowless
Mayor, City of Edgewood

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

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of February, 2021.

Sandra J. Riffle
Notary Public



EXHIBIT "A"

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

TOGETHER WITH

THE EAST 187.00 FEET OF THE FOLLOWING TRACT: BEGINNING AT A POINT 440 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, RUN THENCE EAST 352 FEET; THENCE SOUTH 1320 FEET TO THE SOUTH LINE OF THE SAID NORTHWEST ¼ OF THE NORTHWEST ¼; THENCE WEST ALONG THE SOUTH LINE OF THE SAID NORTHWEST ¼ OF THE NORTHWEST ¼ 352 FEET; THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

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

TOGETHER WITH

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

TOGETHER WITH

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

TOGETHER WITH

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

EXHIBIT "B"

[INSERT APPROVED LAND USE PLAN]



AMCON
INCORPORATED
1115 WILSON AVENUE, SUITE 200, WILSON, NJ 07094
(908) 685-1000 FAX (908) 685-1001
WWW.AMCONINC.COM

RICHARD V. BALDOCCHI
P.E. #38092

LAND USE PLAN

HOLDEN AVENUE PD

AERIAL, SOILS, TOPO & FLOOD PLAN

SCALE:

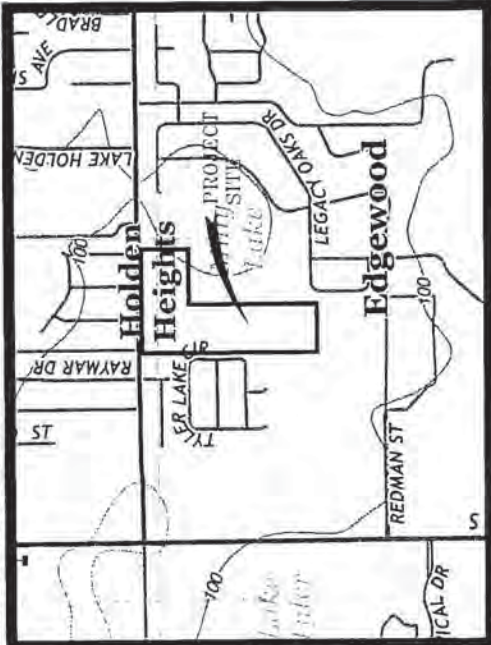
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: RVB
DRAWN BY: BRE
CHECKED BY: RVB
APPROVED BY: RVB
DATE: 02-06-2021

AMCON PROJECT No. 2019-0058A-15

SHEET NUMBER
C200

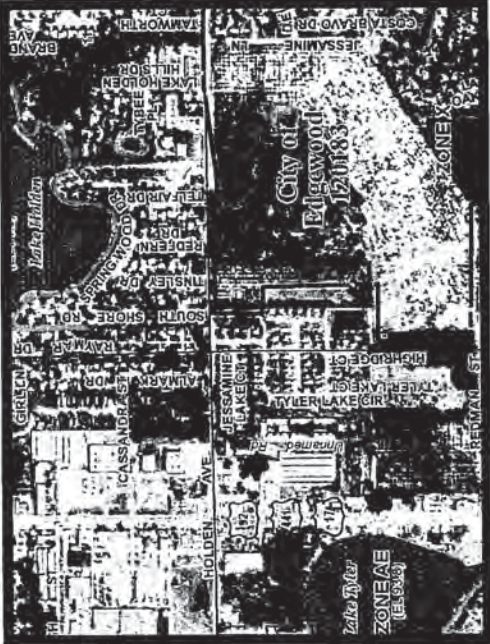
USGS TOPO MAP



AERIAL MAP



FLOOD MAP



SOILS MAP



- SOILS LEGEND**
- 3 BASINGER FINE SAND DEPRESSIONAL, 0 TO 1 PERCENT SLOPES
 - 43 SEFFNER FINE SAND, 0 TO 2 PERCENT SLOPES
 - 48 TAVARES-URBAN LAND COMPLEX, 0 TO 5 PERCENT SLOPES
 - 99 WATER



AMCON, INC.
1018 S. UNIVERSITY AVENUE, SUITE 100, UNIVERSITY MICROFILMS INTERNATIONAL, ANN ARBOR, MI 48106
PH: 734.769.0000 FAX: 734.769.0001

RICHARD V. BALDOCCHI
P.E. #98932

LAND USE PLAN

HOLDEN AVENUE PD

ROADWAY EXPANSION AND DRIVEWAY PLAN

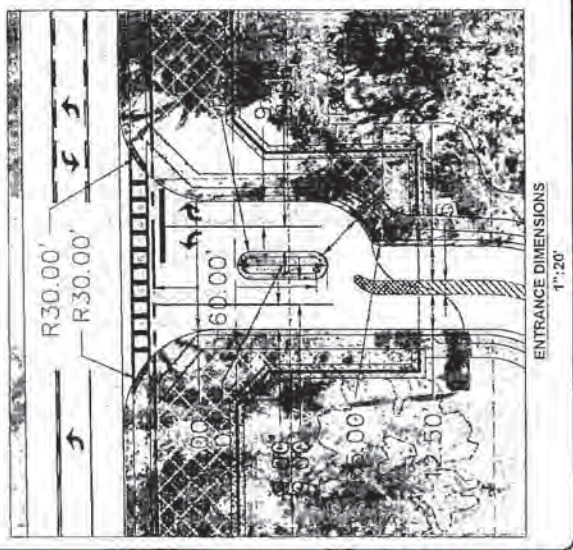
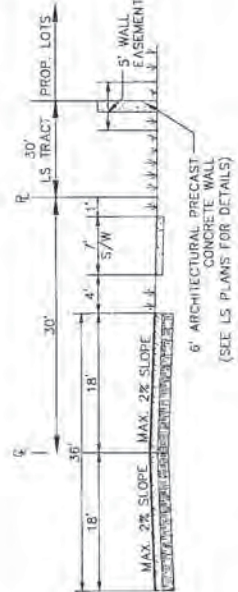
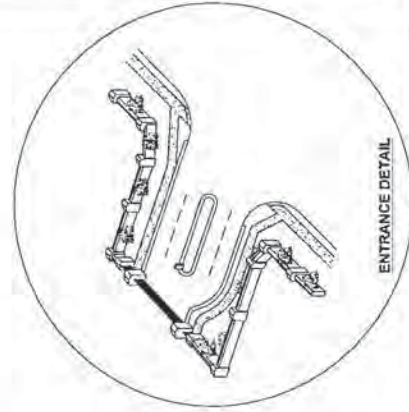
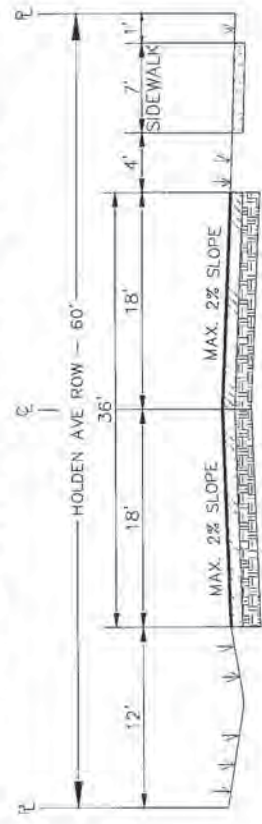
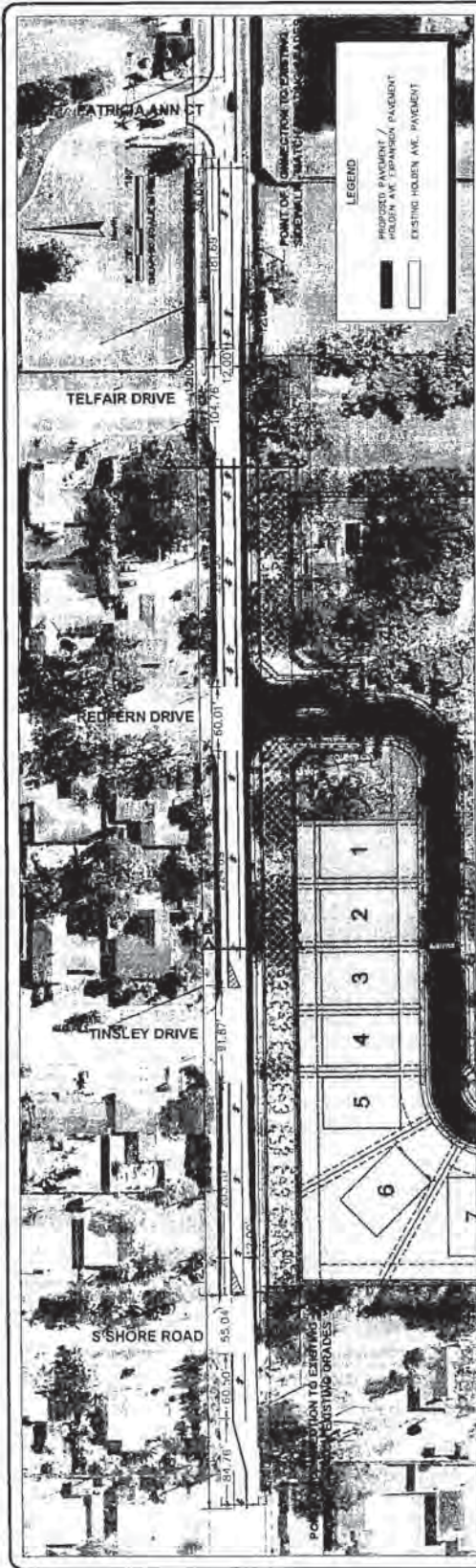
SCALE:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: RVB
 DRAWN BY: BRE
 CHECKED BY: RVB
 APPROVED BY: RVB
 DATE: 02-08-2021

AVCON PROJECT NO.: 2015.039A.10

SHEET NUMBER
C400



AYCON
AYCON, INC.
10155 WILSON AVENUE, SUITE 100
DENVER, COLORADO 80231
TEL: 303.755.1000
WWW.AYCON.COM

RICHARD V. BALDOCCH
P.E. #84024

LAND USE PLAN

HOLDEN AVENUE PD

CONCEPT PLAN

SCALE:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: R/VB
DRAWN BY: B/RE
CHECKED BY: K/BB
APPROVED BY: R/VB
DATE: 02-08-2021

AYCON PROJECT No. 2018.0028.15

SHEET NUMBER
C-301

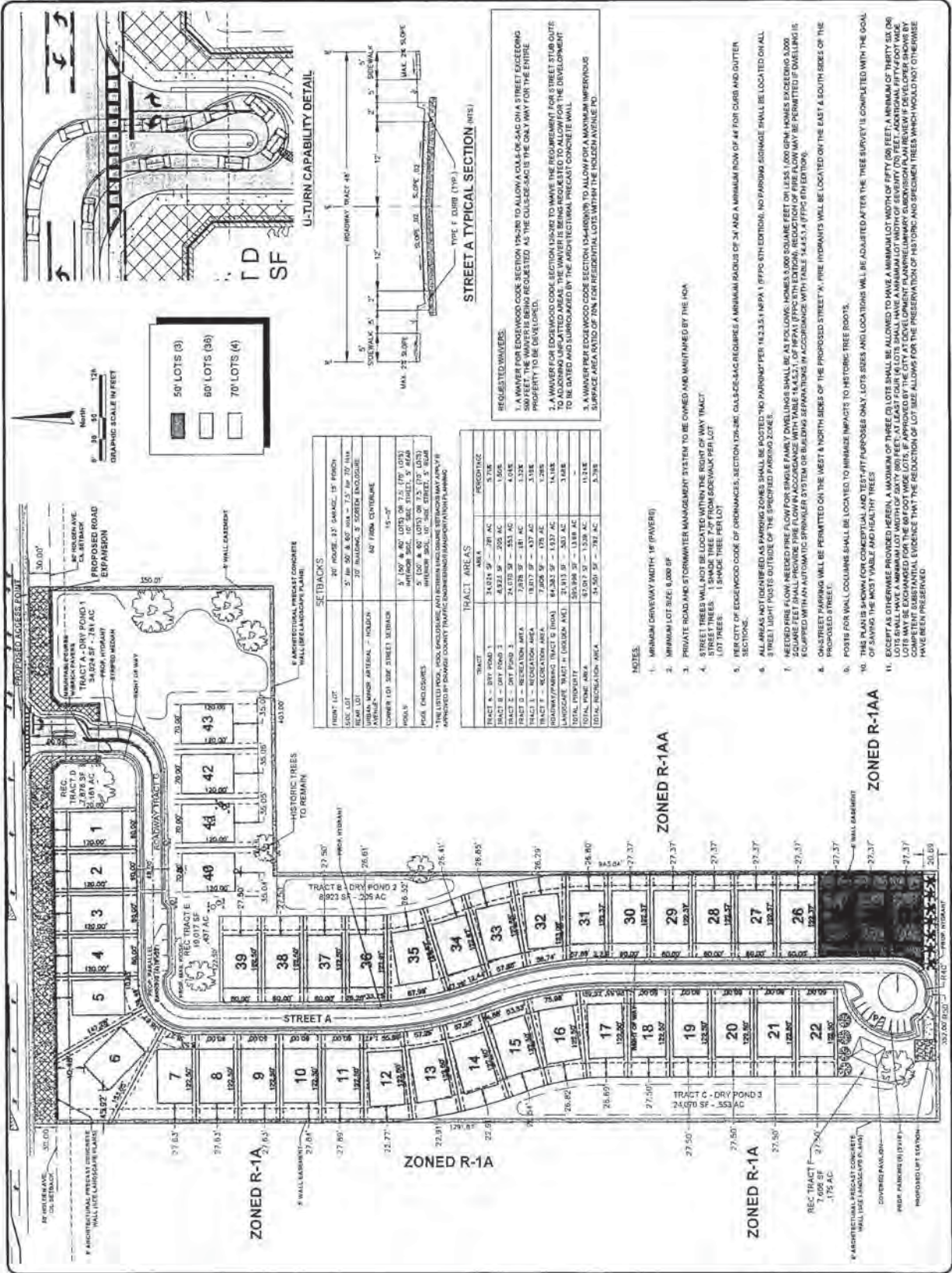


EXHIBIT "C"
Holden Ave PD Architectural Guidelines

1. Front Façades

All homes shall be constructed as follows:

- a) **Mix of two of more building materials:** The front façade shall include a primary building material of either smooth or textured finished stucco and shall contain one or more secondary building material types, which may include but is not limited to: cement board siding, brick and or stone veneer. Cement board siding may include: board and batten, lap, and vertical or other design treatments. The following will not be allowed Aluminum siding, Vinyl siding, or Masonite on the walls. The purpose of this requirement is to create architecturally and aesthetically attractive construction. Developer shall propose a minimum and maximum percentage of primary and secondary materials during the Development Plan/Preliminary Subdivision Plan review.
 - b) **Articulated façade, avoiding a flat front:** For example, use of a porch entry or gables, or a step forward or back of the front entryway or step back of a front garage may be used for this articulation.
 - c) **No apparent roof penetrations:** Roof penetrations shall be restricted from being on the front of the house, i.e. boots and vent, skylights, etc.
 - d) **8 feet high front doors** shall be required.
 - e) **Architectural trim on windows:** Shutters and trim or other approved architectural treatment shall be used on first and second floor windows on the front façade of all residential structures.
 - f) **Outdoor lighting:** At a minimum, decorative outdoor light fixtures complementary to the architectural style of the home shall be provided in the front entryway and illuminating the garage door(s), in a manner which is symmetrical.
 - g) **Garage Door Width Maximum:** The garage door width shall not occupy more than 50% of the front façade width.
2. **Anti-monotony:** Homes on adjacent residential lots shall not have the same front façade, roof lines, and color schemes. An adjacent lot shall be defined as a lot or lots directly across the street, as well as one physically contiguous.
 3. **Side treatment.** Sides of a residential structure that face a road shall have the same style window treatments, and garage limitations as required for the front façade utilizing a mix of building materials consistent with paragraph 1(a), above.
 4. **Fascia and soffit material** may be cement board, vinyl, or aluminum.
 5. **First Floor Ceilings.** Will be a minimum of nine (9) feet high.
 6. **Garage doors** shall be upgraded from typical 16 panel door, which may include upgraded design, materials or other features and shall match the architectural style of the home.
 7. **Paver driveways** (a minimum of 18 feet wide) shall be provided on each lot.
 8. **The pedestrian walk** between the residence's front entry and the driveway or public sidewalk (whichever is provided) shall be pavers to match paver driveway.
 9. **Minimum of two (2) front elevations** (front façade and roof lines) shall be offered per floorplan. A minimum of 3 floor plans shall be offered.

10. **Fence location.** Fences on residential lots shall be located to the rear of the air conditioning compressor, water softeners or other equipment permitted in the side yard to allow for adequate access in the side yard.
11. **Residential lot landscaping** shall be required as follows
- a) A landscape bed at least three feet in depth shall to be installed along the front of the house and include at least a continuous evergreen shrub planting using a minimum 3-gallon container size of plant material. Accent or “tiered” material (e.g. shrubs, ground cover, perennials, etc.), in minimum 1 gallon containers, is encouraged to be used to enhance the 3-gallon material.
 - b) Landscape shall be used in front of the air conditioning compressor, water softeners or other equipment permitted in the side yard, with the same size standards required in the front of the house to hide the public’s view of the equipment.
 - c) A mulched area extending 12 inches from the home shall be provided around the perimeter of the home (to prevent weed eater marks). No Cypress mulch shall be used.
 - d) Shade tree in the front yard: One shade tree shall be planted in the front yard and located to achieve the intention of a tree lined street in the community. The location of the tree shall take into consideration the front building setback relative to the tree canopy, and the location of utilities and street lighting. Such tree shall be a minimum caliper of 3 inches at time of planting and may include (but are not limited to) the following species: Japanese Blueberry, Winged Elm, Simpson Stopper, Bottlebrush, Drake Elm, Florida Flame Maple, Tabebuia Ipe, Princeton Elm, Allie Elm, Sweetbay Magnolia and/or River Birch.
 - e) Rear Lot Tree: At least one shade tree shall be planted in the rear yard. Developer shall be given credit for any live oak preserved on a residential lot and such tree shall be counted for the rear lot tree on that lot in lieu of a new planting. Lot tree placement will be determined by Developer at the time of installation based on home orientation. Such tree shall be a minimum caliper of 2 inches at the time of planting and may include (but are not limited to) the following species: Japanese Blueberry, Winged Elm, Simpson Stopper, Bottlebrush, Drake Elm, Florida Flame Maple, Tabebuia Ipe, Princeton Elm, Allie Elm, Sweetbay Magnolia and/or River Birch.
 - f) Pervious areas of the lot not occupied by other landscaping and the pervious strip between the sidewalk and curb shall be sodded.



CITY COUNCIL REGULAR MEETING
City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, May 17, 2022 at 6:30 PM

MEETING MINUTES

CALL TO ORDER

Council President Horn called the meeting to order at 6:30 pm. He asked for a moment of silence, followed by leading everyone in the Pledge of Allegiance.

ROLL CALL & DETERMINATION OF QUORUM

Councilmember Chotas made a motion to excuse Councilmember Pierce's absence; seconded by Councilmember Rader. Approved (4/0).

PRESENT

Mayor John Dowless
Council President Horn
Councilmember Chotas
Councilmember Lomas
Councilmember Rader

ABSENT

Councilmember Pierce

STAFF

Sandra Riffle, Interim City Clerk
John Freeburg, Police Chief
Shannon Patterson, Police Department Chief of Staff
Stacey Salami, Code Enforcement Officer
Drew Smith, City Attorney
Ellen Hardgrove, City Planner
Galen Pugh, PLA, AICP Director Landscape Architecture, CPH
David Mahler, P.E. Chief Operations Officer, CPH
Michelle Tanner, Sr. Land Planner

Applicants and Other Attendees

Scott Howat, President, Foundation for OCPS
Wellington Goulart, Art Stone Surfaces
Rick Baldocchi, P.E., AVCON
Tom Daly – Daly Design Group

PRESENTATION AND PROCLAMATIONS

- **Orange County Public Schools, One-mill Ad Valorem Millage**

Scott Howat, President for the Foundation for OCPS, gave a PowerPoint presentation to Council regarding the August 23, 2022 primary ballot proposal supporting the continuation of the current one-mill ad valorem millage. The presentation was followed by a short discussion with City Council.

Councilmember Chotas explained to Mr. Howat that during the review of the proposed school on Holden Avenue, the Orange County School Board was exempt from fees that the Edgewood taxpayers had to pay. He suggested that the school board should consider absorbing the fees.

APPROVAL OF MINUTES

- **April 19, 2022 meeting minutes**

The following corrections were made to the April 19, 2022 minutes: Page 5 – The last two lines on the roll call vote: changed “Favor” to “Absent, and the last line changed “Lomas” to “Chotas”.

Councilmember Rader made a motion to approve the April 19, 2022 meeting minutes with corrections; seconded by Councilmember Lomas

ORDINANCES FIRST READING

- **Ordinance 2022-03 - Comprehensive Plan Amendment**

Attorney Smith read Ordinance 2022-03 in title only.

The Ordinance is a proposed comprehensive plan amendment to add a new future land use designation for uses that require site specific development standards to ensure land use and environmental compatibility. The proposed amendment adds a sixth future land use designation, Site Specific Plan, to Future Land Use Policy 1.1.6. to help the city plan for future growth and development. The proposed policy also requires that development on a property with this designation be rezoned to a new zoning district.

Planner Hardgrove said that during the April 19, 2022 meeting, Council voted not to transmit the amendments and tabled the Ordinance.

She said to use the new designation there needs to be a specific policy, a development agreement and rezoning. The Planning and Zoning Board has started to consider the creation of the new zoning district.

Discussion ensued regarding the approval procedure. City Hall will receive an application which will go to staff review. The applicant will then have a community meeting prior to the

Planning and Zoning meeting. The staff report will be submitted to Planning and Zoning and then to Council. A development agreement will also be required.

Councilmember Chotas requested additional information about the definitions of environmental compatibility and environmental sustainability. Planner Hardgrove said she could add those definitions and that the verbiage resulted from Planning and Zoning considering the need for sustainable development including using techniques such as for water conservation, LEED building design, and use of electric vehicles.

Attorney Smith said that Planning and Zoning was looking at potential bonuses. They wanted the ability to incorporate environmental sustainability into development. He added that what Council is currently considering is not Code; it is the Comprehensive Plan to allow the Code to be written.

Councilmember Chotas said he wanted words such as “environmental sustainability and compatibility” to have meaning. He said he would like to approve the transmittal but would like those terms to be deleted.

Councilmember Rader said he does not think there is a need to transmit the amendment. He said the concept is good, but does not like legislating to a single property; i.e., the Randall Knives property adjacent to Legacy. He understands flexibility. He does not see a benefit for other properties.

Councilmember Rader also stated his concerns about noise and traffic resulting from a commercial property on the Randall Knives property location.

Mayor Dowless said he thought this type of ordinance would benefit the City in more than one area. He said the City needs more commercial development to improve revenue.

Further discussion ensued regarding compatibility with abutting properties. Councilmember Rader said that putting C-3 zoning next to residential is not being a good neighbor. Councilmember Lomas expressed concern about controlling commercial noise close to a residential neighborhood. She is also concerned about trucks turning out of Orange Blossom Trail and then onto Holden Avenue. She said that she also understands that this could be a good tool to add some control.

Planner Hardgrove said another part of the proposed amendment is to clarify the listed densities/intensities of the future land use designations are not an entitlement; but are instead a maximum.

There was no public comment.

Councilmember Chotas made a motion to transmit the proposed amendment to the DEO as proposed in Ordinance 2022-03 with the deletion of “environmental compatibility” on line 24, “and/or environmental compatibility” on line 102, “and to provide environmental sustainability” on line 106, and “and environmental compatibility” on line 110.

The motion was seconded by Councilmember Lomas. Approved (3/1).

The motion was approved by roll call vote.

Councilmember Rader	Oppose
Councilmember Chotas	Favor
Council President Horn	Favor
Councilmember Lomas	Favor
Councilmember Pierce	Absent

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

- **Ordinance 2022-01 - County Zoning to City Zoning**

Attorney Smith read Ordinance 2022-01 in title only.

Planner Hardgrove said this Ordinance would create new zoning districts for properties annexed from Orange County into the City. The purpose is to maintain the site standards of the County to avoid nonconforming development standards of existing uses, while providing the City with permitted use control.

She said most County comparisons are similar to the City’s standards, but there are some differences such as the City’s R-1AA requires a minimum floor area of 2,200 square feet, and R-1A requires a minimum 1,800 square feet versus the County’s requirement of 1,200 square feet. In changing the minimum requirement, there is a possibility for legally nonconforming properties.

Planner Hardgrove confirmed to Councilmember Chotas that a legally nonconforming situation might not be allowed to rebuild if the County standards were changed to 1,800 or 2,200 square feet. She said the Ordinance, as written, avoids the probability of nonconformity.

Councilmember Chotas stated his reluctance to impose burdens without knowing the effect on homesteads.

There was no public comment.

Councilmember Chotas made a motion to approve Ordinance 2022-01; Seconded by Councilmember Rader. Approved (4/0).

The motion was approved with a roll call vote.

<i>Councilmember Lomas</i>	<i>Favor</i>
<i>Council President Horn</i>	<i>Favor</i>
<i>Councilmember Chotas</i>	<i>Favor</i>
<i>Councilmember Rader</i>	<i>Favor</i>

UNFINISHED BUSINESS - none

NEW BUSINESS

- **Resolution 2022-04 2nd Quarter Budget Amendment**

Interim City Clerk Riffle explained the budget amendments for Resolution 2022-04.

- Exhibit A - Adjusted to show the use of Restricted Funds.
- Exhibit B - Updated revenues not budgeted for receipt of payments for red light citations.
- Exhibit C - Adjusted the expense budget to show actual allocation from moving funds from interest to principal.
- Exhibit D - Moving unspent funds from the 2020/2021 Neighborhood Partnership Grants Program to the current budget. This was money set aside for the Harbour Island Association to install thirteen new light poles and underground wiring along Harbour Island Road, which is completed.

There was no public comment.

Councilmember Rader made a motion to approve Resolution 2022-04; seconded by Councilmember Lomas. Approved (4/0).

The motion was approved with a roll call vote:

Council President Horn	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember Chotas	Favor
Councilmember Pierce	Absent

CITIZEN COMMENTS - none

BOARDS & COMMITTEES

- **Special Exception 2022-02 - 169 Jamaica Ln. - Art Stone Granite**

Planner Hardgrove described the proposal to locate a granite and other stone showroom and manufacturing business, Art Stone Surfaces, at 169 Jamaica Lane. The business would entail storage of stone slabs, clientele visiting the site for material selection and ordering, and manufacturing (cut, fabricate, and polish) the product. Per Code Section 134-405, these uses are only allowed as a special exception within the C-3 district.

She said that Staff and Planning and Zoning recommended approval.

The surrounding properties consist of the railroad tracks to the east, heavy commercial to the west, heavy commercial to the north, and single family homes to the south on the other side of Jamaica Lane. She stated there is no access from Jamaica Lane to the residential neighborhood and that a fence was constructed along the residential property lines at the

time of the home construction. The existing heavy commercial uses on the north side of Jamaica Lane preceded the construction of the residential neighborhood.

She said there is sufficient parking for the proposed use, and according to the applicant, operating hours are 7 am to 7 pm, Monday through Friday.

Business owner Wellington Goulart said they would like to expand their operation in Georgia to Edgewood.

Mr. Goulart confirmed to Council President Horn that most of the product would be stored inside the warehouse, but remnant pieces would be stored outside for reuse.

Discussion ensued regarding height restriction or site attractiveness. Councilmember Rader proposed a landscape buffer in front of the property and Planner Hardgrove responded that the landscaping needed to be designed taking into consideration of delivery trucks and the need for irrigation. Mayor Dowless agreed with incorporating landscaping on the south side of the property.

There was no public comment.

Councilmember Rader made a motion to approve Special Exception 2022-02 to allow the use of granite/stone sales and manufacturing, including outdoor storage of merchandise, parts, and other equipment, building material storage and sales (new, no junk), storage and wholesale warehouse adjacent to a residential zoning district or property with a residential future land use designation including those across a right-of-way with the following conditions:

- ***specific use of granite/stone sales and manufacturing***
- ***outdoor storage of materials to be kept rear of the front building elevation,***
- ***allowable delivery hours of Monday through Friday, 8 am to 5 pm, and***
- ***incorporate additional irrigated landscaping at the front, subject to staff approval.***

The motion was seconded by Councilmember Lomas.

The motion was approved with a roll call vote.

Council President Horn	Favor
Councilmember Chotas	Favor
Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember Pierce	Absent

3. Holden Avenue PD/Haven Oaks Development Plan/Preliminary Subdivision Plan

Planner Hardgrove said the Haven Oaks Planned Development (PD) was approved on February 16, 2021, and the Development Agreement (DA) was recorded on March 22, 2021.

The applicant has submitted the "Holden Avenue PD – Haven Oaks Development Plan/ Preliminary Subdivision Plan and landscape plans, which includes a comprehensive sign plan. The Planning and Zoning Board (P&Z) reviewed the submitted documents and recommended approval subject to several conditions, including some that required revision before the City Council's public hearing. The revisions relative to Planning Staff review have been met.

The comprehensive sign plan would give the PD flexibility with the sign code. Code allows for one sign, and the PD requested an 8.5-foot-tall sign on both sides of the entrance road in front of the 6-foot-high wall.

Planning staff's recommendation is approval of the plan received 4/7/2022 and the landscape plan dated 4/19/2022 conditioned on the following:

- A requirement that the DP/PSP be revised and resubmitted through the approval process should the preliminary construction drawings demonstrate the need to a) reduce the recreation areas below the minimum required per the Development Agreement or b) reduce the number of parking spaces shown on the Land Use Plan;
- A requirement to amend the DP/PSP to extend Tract J (lift station) to the west property line eliminating the "open space" of Tract F between Tract J and the west property line before final construction plan approval (without need for Council approval);
- Any other conditions the City Council would recommend related to issues identified in the City Engineer's and Landscape Architect's reports, which may include but are not limited to, a) a landscape buffer between the parking lot and Lot 21; and b) replacement trees for proposed tree removal; and, c) fire truck access through the front gate.

Discussion ensued regarding the configuration of the lots and green space.

Landscape Architect Galen Pugh CPH said the landscape plan on sheet L-102 and H-201 showed a 5' separation between the parking lot sidewalk and lot 21. As a condition of approval, he requested the applicant shift the parking lot south to allow for a 10' wide landscape buffer between the sidewalk and lot 21, to include a continuous 6' high solid vinyl fence and evergreen understory trees, 20' on center.

He also explained that for tree replacement, the applicant decided to replace inch for inch rather than tree for tree as required by Code. The applicant will need to ask the City Council to consider the inch per inch calculation they are proposing because the code does not allow for it.

He noted a scrivener's error showing that tree #76 was saved, but it is located in the middle of the pond and was removed. This should be corrected on the plan sheet.

Public Comment:

Sandra DePorter, an Edgewood resident, said she had three concerns. She would like the gap by her property closed as she does not want people walking on her property, she would like to have the existing fence removed, and she would like the survey corrected to show her property in her name as the owner at 1140 Holden Avenue. Councilmember Rader reminded the applicant that the fence removal was mentioned several times during DRC and they promised Mrs. DePorter it would be removed. Mr. Daly said he will work with Mrs. DePorter.

Rick Baldocchi, with AVCON representing Toll Brothers, explained the need for the five feet space between Tract J and the property line: to maintain the wall easement. He also clarified there is no post planned in the middle of the gate and it will not be in the way of fire and rescue vehicles.

Further discussion ensued regarding tree replacement. Mr. Daly said they are saving 78 trees on 13 acres. Tom Daly with Daly Design Group said the replacement trees would be bigger than Code requirements, which will have a greater impact and benefits.

City Planner's conditions 2, 3a, 3b, and 3c were withdrawn.

Mr. Daly confirmed to Councilmember Rader the viburnums behind the sign would be maintained.

Councilmember Rader requested modification of the entrance area as he was concerned about incoming traffic cutting over to the exit lane, allowing for vehicles to sneak in the exit side of the gate. Mr. Daly confirmed they would do their best to rework the entrance. Councilmember Rader requested a condition for a mitigating measure to minimize the use of the exit for front entry.

Planner Hardgrove also included CPH's condition to shift the parking lot south 5 feet to allow a 10-foot landscape buffer between the sidewalk and lot 21.

Councilmember Rader made a motion for approval of Haven Oaks Planned Development Preliminary Subdivision Plan with the following conditions:

- *A requirement that the DP/PSP be revised and resubmitted through the approval process should the preliminary construction drawings demonstrate the need to a) reduce the recreation areas below the minimum required per the Development Agreement or b) reduce the number of parking spaces shown on the Land Use Plan;*
- *Condition for a mitigating measure during construction plan review to minimize the use of the exit for front entry;*
- *Correct the scrivener's error on plan sheets to show that tree #76 was removed;*
- *Avoid using the street trees and rear yard trees as replacement trees, or provide the same one-year warranty for all trees used for replacement trees on lots as provided for the common area/subdivision trees;*

- *As a condition of approval, shift the parking lot to allow for the a 10’ wide landscape buffer between the sidewalk and lot 21 to a continuous 6’ high solid vinyl fence to begin at the front building setback of lot 21 extending to the west property line. The landscape buffer shall include evergreen understory trees, 20’ on center.*
- *Preservation of a fence along the property boundary at the wall, from the northernmost 30 feet of the west property line to prevent access to the neighboring property.*

The motion was seconded by Councilmember Lomas. Approved (4/0).

The motion was approved by a roll call vote.

Councilmember Rader	Favor
Councilmember Chotas	Favor
Council President Horn	Favor
Councilmember Lomas	Favor
Councilmember Pierce	Absent

• **School Concurrency Mitigation Agreement**

Attorney Smith referred to the interlocal agreement between the developer and the School Board.

Councilmember Chotas made a motion to approve the Orange County Public School Mitigation Agreement; seconded by Councilmember Rader. Approved (4/0).

The motion was approved by a roll call vote.

Councilmember Lomas	Favor
Councilmember Rader	Favor
Council President Horn	Favor
Councilmember Chotas	Favor
Councilmember Pierce	Absent

STAFF REPORTS

- City Planner Hardgrove – said that in 2005, Council approved a resolution to create a a simple subdivision process known as a lot split process. This is for a lot to be split into two without new roads or stormwater. The resolution was not followed up with an Ordinance.

She said creating the legislation for a lot split would avoid the need for the platting process. Attorney Smith said the Statute regarding platting is for more than two lots. She asked for direction from Council, and there was no objection.

- City Attorney Smith – no report
- Police Chief Freeburg

- He sent his officers for active shooter training with other agencies. The Committee of 100 is assisting in funding the training.
- Councilmember Chotas said that Florida Attorney General Ashley Moody complimented Chief Freeburg.
- The Police Department will receive its accreditation on June 16, 2022.
- Holden already seeing an increase in traffic due to the expansion on the west side of Orange Blossom Trail.
- The ARP annual report was submitted and accepted.
- The Code Enforcement truck is no longer serviceable and it will be sold at auction.

- **Interim City Clerk Riffle** – no report

MAYOR AND CITY COUNCIL REPORTS

- Mayor Dowless – no report
- Council Member Chotas – no report
- Council Member Pierce - absent
- Council Member Rader – no report
- Council Member Lomas – no report
- Council President Horn – Thanked Council for excusing his absence from the May 17, 2022 meeting. He said his daughter’s team made to the State Finals and won the Championship.

ADJOURNMENT

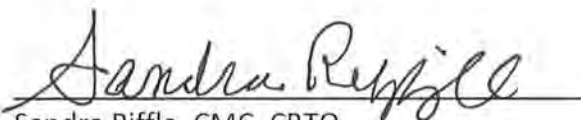
Councilmember Rader made a motion to adjourn the meeting; seconded by Councilmember Chotas. Approved (4/0).

The meeting was adjourned at 9:25 pm.



Richard A. Horn
Council President

Attest:



Sandra Riffle, CMC, CBTO
Interim City Clerk

Approved in the 7/19/2022 Council meeting.

HOLDEN AVENUE PD - HAVEN OAKS DEVELOPMENT PLAN / PRELIMINARY SUBDIVISION PLAN

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4/7/2022
CITY OF EDGEWOOD

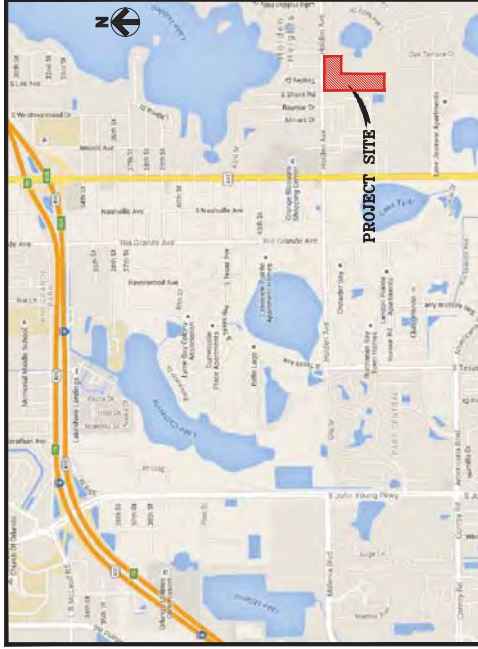
CITY OF EDGEWOOD
Zoning Plans Review

By Brett Sollazzo Date 5/17/2022
Approved X Rejected _____
Hold on Certificate of Occupancy?
Yes _____ No X

PARCEL ID# 14-23-29-0000-00-004
14-23-29-0000-00-005
14-23-29-0000-00-062
14-23-29-0000-00-064
14-23-29-0000-00-063 &
14-23-29-0000-00-042

April 6, 2022

LOCATION MAP:



Sheet Number	Sheet Title
C-000	Cover Sheet
C-100	Boundary Survey
C-101	Topographic Survey
C-102	Project Maps
C-200	Site & Geometry Plan
C-301	Roadway Expansion & Driveway Plan
C-302	Vehicle Tracking Plan
C-303	Lot Impervious Surface Ratio Calculations
C-304	Tree Plan
C-305	Tract Boundary Exhibit
C-400	Drainage Plan
C-500	Utility Plan

APPROVED WAIVERS:
1. A WAIVER FOR EDGEWOOD CODE SECTION 19.26(2) TO ALLOW A CURB OR A STREET EXCEEDING 600 FEET. THE WAIVER WAS REQUESTED AS THE CURB OR A STREET IS THE ONLY WAY FOR THE ENTIRE PROPERTY TO BE DEVELOPED.
2. A WAIVER FOR EDGEWOOD CODE SECTION 19.26(2) TO WAIVE THE REQUIREMENT FOR STREET STUB OUTS TO ADJOINING UNPLATTED AREAS. THE WAIVER WAS REQUESTED TO ALLOW FOR THE DEVELOPMENT TO BE GATED AND SURROUNDED BY THE ADJACENT PAVED DRIVEWAY TO THE WALL.
3. A WAIVER FOR EDGEWOOD CODE SECTION 19.26(2) TO ALLOW FOR A MAXIMUM IMPERVIOUS SURFACE AREA RATIO OF 70% FOR RESIDENTIAL LOTS WITHIN THE INCLUDED AREA(S).

LEGAL DESCRIPTION

PARCEL 1:
THE WEST 165 FT OF THE FOLLOWING TRACT: BEGIN AT A POINT 6.2/3 CHAINS EAST OF THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 20 CHAINS TO THE POINT OF BEGINNING; THENCE EAST 3 1/3 CHAINS; THENCE SOUTH 20 CHAINS TO THE SOUTH LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; 5 1/3 CHAINS; THENCE NORTH 20 CHAINS TO THE POINT OF BEGINNING.

PARCEL 2:
THE EAST 87 FEET OF THE FOLLOWING: BEGIN 440 FEET EAST OF THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 1320 FEET; THENCE WEST 150 FEET; THENCE NORTH TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA (LESS THE NORTH 30 FEET FOR RIGHT OF WAY).

ALSO DESCRIBED AS THE EAST 87 FEET TO THE FOLLOWING: BEGINNING AT A POINT 6.2/3 CHAINS EAST OF THE NW CORNER OF THE NW 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH TO THE SOUTH LINE OF THE SAID NORTHWEST 1/4 CHAINS; THENCE SOUTH TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA (LESS THE NORTH 20 CHAINS TO THE POINT OF BEGINNING (LESS THE NORTH 30 FEET FOR RIGHT OF WAY)).

PARCEL 3:
THE NORTH 380 FEET OF THE WEST 100 FEET OF THE EAST 426.7 FEET OF THE NW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, AND LESS N 155 FEET, AND LESS N 30 FEET FOR ROAD, SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, OF ORANGE COUNTY, FLORIDA.

PARCEL 4:
THE NORTH 155 FEET OF THE WEST 128 FEET OF THE EAST 246.7 FEET OF THE NW 1/4 OF THE NW 1/4 (LESS NORTH 30 FEET FOR ROAD) OF SECTION 14, TOWNSHIP 23 SOUTH RANGE 29 EAST, OF ORANGE COUNTY, FLORIDA.

PARCEL 5:
THE NORTH 155 FEET OF THE WEST 128 FEET OF THE EAST 426.7 FEET OF THE NW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY.

PARCEL 6:
THE NORTH 380 FEET OF THE WEST 100 FEET OF THE EAST 526.7 FEET OF THE NW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA AND CONTAINS 1.68 ACRES MORE OR LESS.

PROJECT TEAM
OWNER/APPLICANT
TOLL BROTHERS, INC.
2966 COMMERCE PARK DR., SUITE 100
ORLANDO, FL 32819
CIVIL ENGINEER
AVCON, INC.
5555 E MICHIGAN ST, SUITE 200
ORLANDO, FL 32822
(407) 598-1122
SURVEYOR
ALLEN & COMPANY
16 EAST PLANT STREET
WINTER GARDEN, FL 34787
(407) 854 - 5355
ENVIRONMENTAL
BIO-TECH CONSULTING
3025 E SOUTH STREET
ORLANDO, FL 32803
(407) 894-5969
GEOTECHNICAL
UNIVERSAL ENGINEERING SCIENCES
3532 MAGGIE BLVD.
ORLANDO, FL 32811
(407) 423-0504

UTILITY PROVIDERS
SEWER
ORANGE COUNTY UTILITIES (OCU)
9150 CURRY FORD RD,
ORLANDO, FL 32825
(407) 836-5515
WATER
ORLANDO UTILITIES COMMISSION (OUC)
3600 GARDENIA AVE
ORLANDO, FL
(407) 423-9018



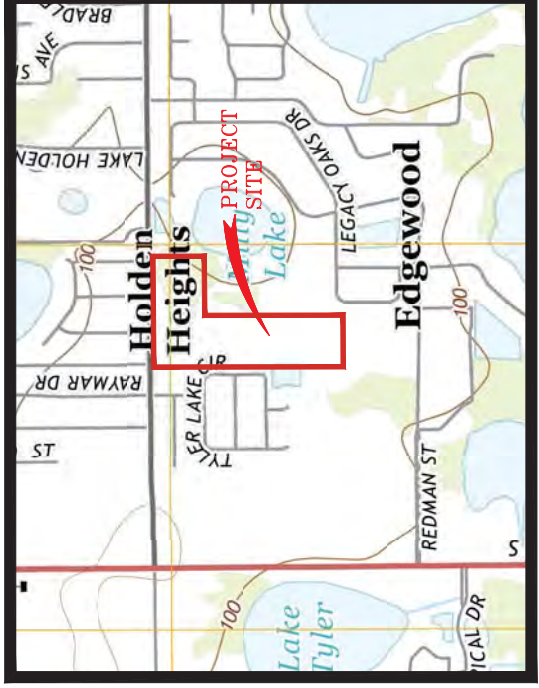
AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200
ORLANDO, FL 32822
PH: (407) 598-1122 FAX: (407) 598-1123
WWW.AVCONINC.COM

ENGINEER OF RECORD:

RICHARD V. BALDOCCCHI
FL.P.E. #38092

AVCON PROJECT NO. 2019.0099.15			
DATE 04/06/2022			
REVISIONS			
NO.	DATE	DESCRIPTION	SHEETS

USGS TOPO MAP



AERIAL MAP



FLOOD MAP



SOILS MAP



- SOILS LEGEND**
- 3 BASINGER FINE SAND DEPRESSIONAL, 0 TO 1 PERCENT SLOPES
 - 43 SEFFNER FINE SAND, 0 TO 2 PERCENT SLOPES
 - 48 TAVARES-URBAN LAND COMPLEX, 0 TO 5 PERCENT SLOPES
 - 99 WATER

RECEIVED
4/7/2022
CITY OF EDGEWOOD



RICHARD V. BALDOCCHI
P.E. #38692

DEVELOPMENT PLAN /
PRELIMINARY
SUBDIVISION PLAN

HOLDEN AVENUE PD
PROJECT MAPS

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SCALE:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: RVB
DRAWN BY: BRE
CHECKED BY: RVB
APPROVED BY: RVB
DATE: April 6, 2022

AVCON PROJECT No. 2019.0099.15

By **Brett Sollazzo** Date **5/17/2022**
Zoning Plans Review
Approved Rejected
Hold on Certificate of Occupancy?
Yes No

SHEET NUMBER
C-200

RECEIVED
4/7/2022
CITY OF EDGEWOOD



AVCON, INC.
5015 HICKMAN BLVD. SUITE 200, GRANADA, FL 32079
CORPORATE OFFICE: 407.474.3700
SALES OFFICE: 407.474.3700

RICHARD V. BALDOCCHI
P.E. #38052

DEVELOPMENT PLAN /
PRELIMINARY
SUBDIVISION PLAN
HOLDEN AVENUE PD
ROADWAY EXPANSION
& DRIVEWAY PLAN

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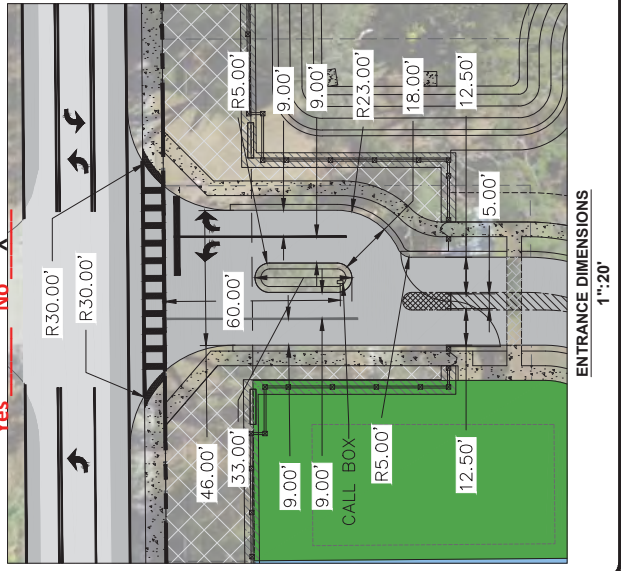
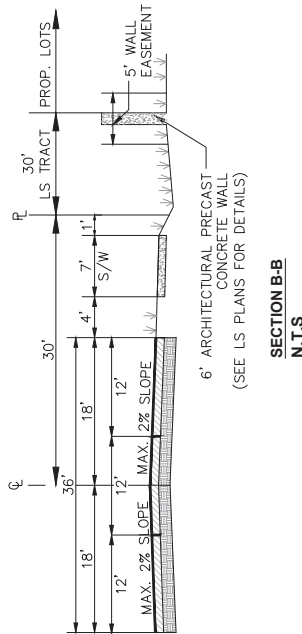
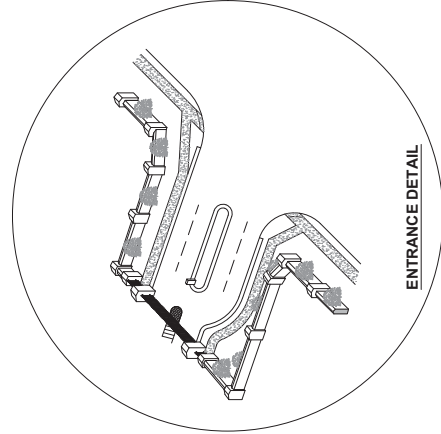
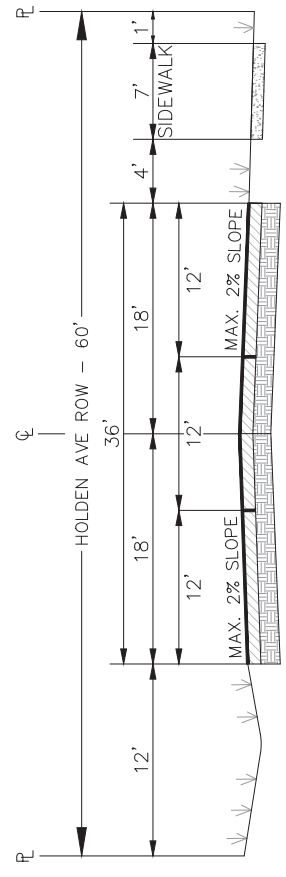
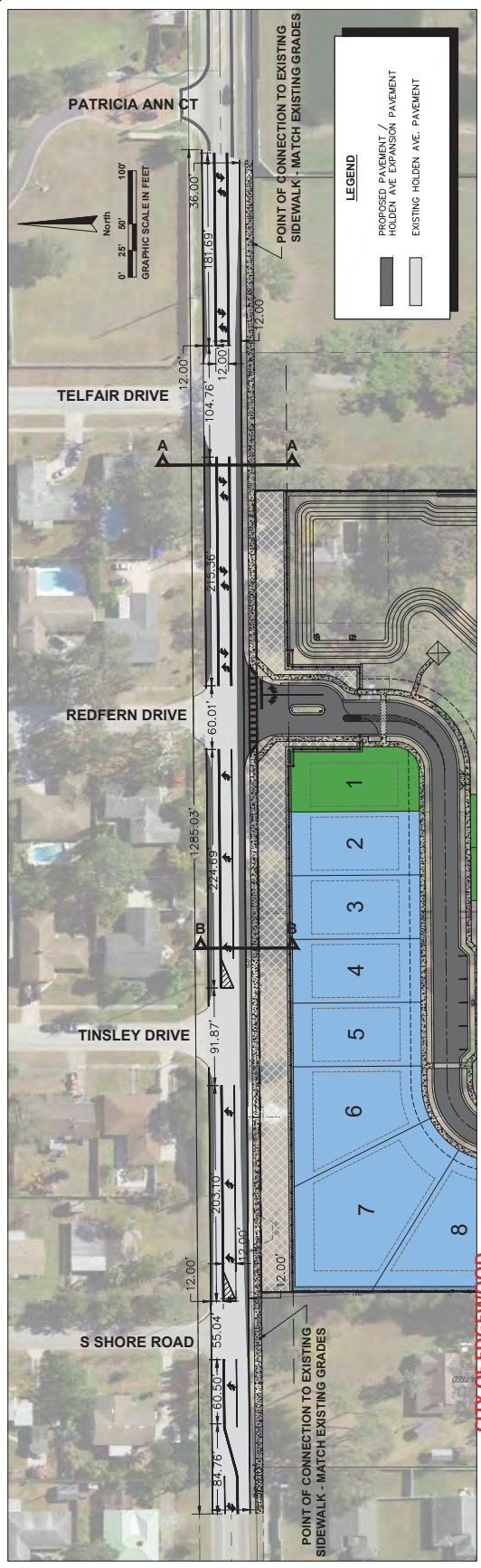
SCALE:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: RVB
DRAWN BY: BRE
CHECKED BY: RVB
APPROVED BY: RVB
DATE: April 6, 2022

AVCON PROJECT No. 2019.0099.15

SHEET NUMBER
C-301



CITY OF EDGEWOOD

Zoning Plans Review
By Brett Sollazzo Date 5/17/2022
Approved X Rejected
Hold on Certificate of Occupancy?
Yes No X

RECEIVED
4/7/2022

CITY OF EDGEWOOD



AVCON, INC.
5515 HARTMAN AVE. SUITE 200 OMAHA, NE 68122-2779
CORPORATE OFFICE: 402.466.1100 FAX: 402.466.1101
www.avcon.com

RICHARD V. BALDOCCHI
P.E. #38092

DEVELOPMENT PLAN /
PRELIMINARY
SUBDIVISION PLAN

HOLDEN AVENUE PD

VEHICLE TRACKING
PLAN

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SCALE:

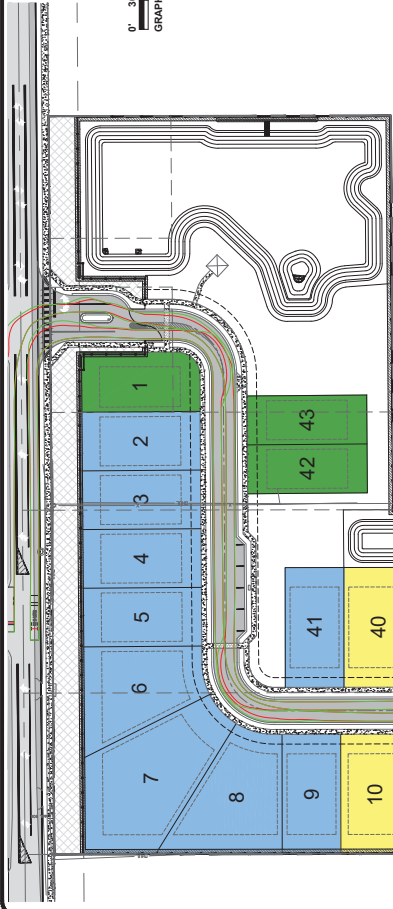
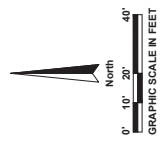
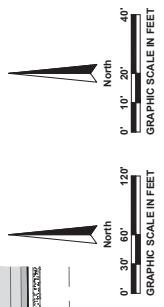
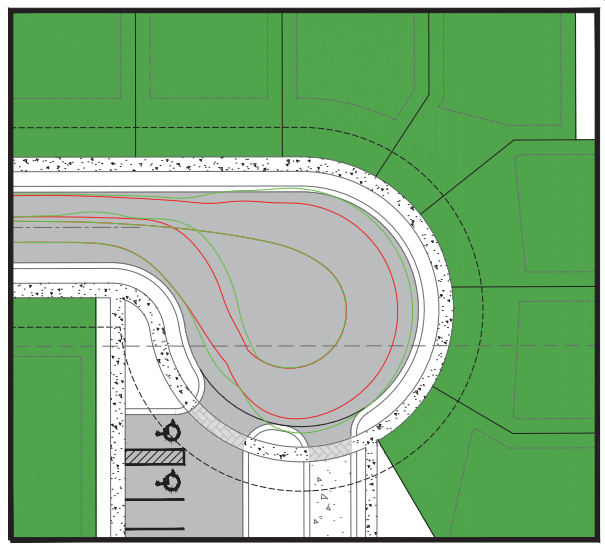
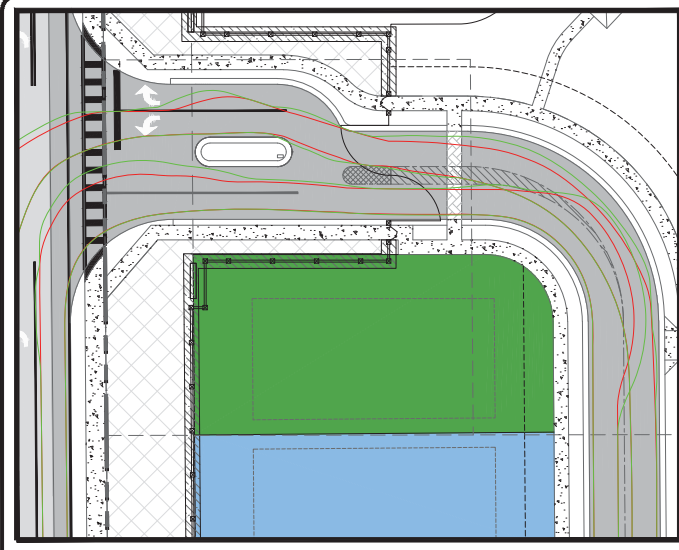
REVISIONS:	
NO.	DATE / DESCRIPTION

DESIGNED BY: RVB
DRAWN BY: BRE
CHECKED BY: RVB
APPROVED BY: RVB
DATE: April 6, 2022

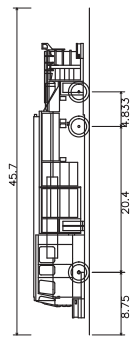
AVCON PROJECT No. 2019.0099.15

SHEET NUMBER

C-302



OCFRD PLATFORM (45.7 FEET)



- OCFRD 95-PLATFORM
- Overall Length 45.700ft
- Overall Width 20.400ft
- Min. Body Height 7.550ft
- Min. Body Ground Clearance 8.660ft
- Lock-to-Lock time 6.950ft
- Max. Wheel Angle 44.20°
- Min. Centerline Radius 29.00ft

CITY OF EDGEWOOD

Zoning Plans Review

Date 5/17/2022

By Brett Sollazzo

Approved Rejected

Hold on Certificate of Occupancy?

Yes No

RECEIVED
4/19/2022
CITY OF EDGEWOOD

CITY OF EDGEWOOD

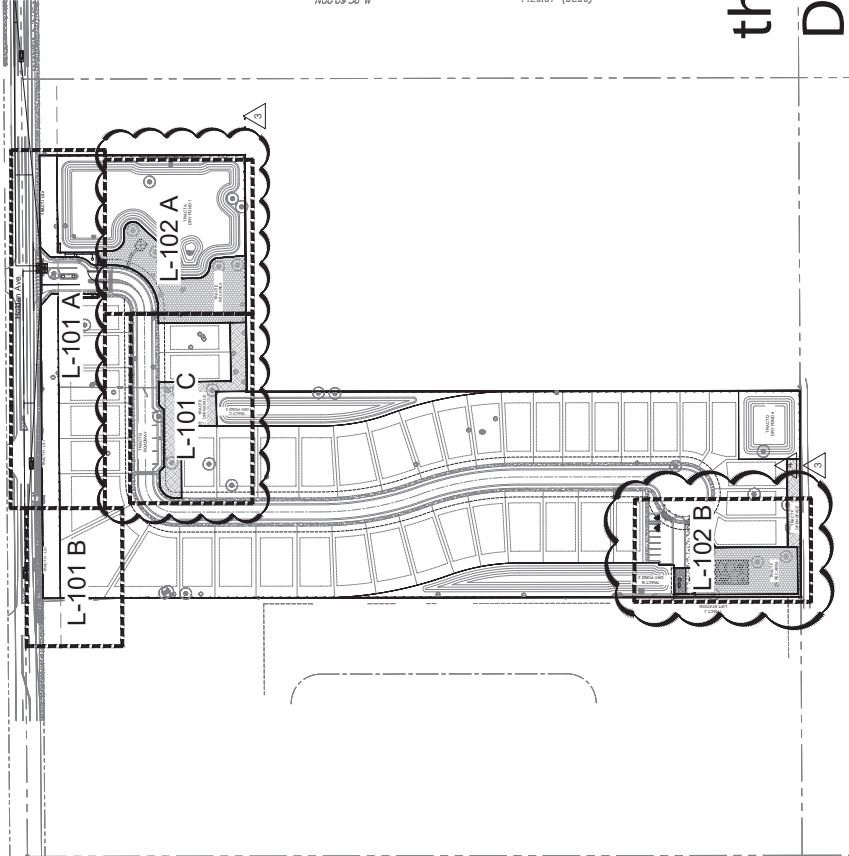
Zoning Plans Review

By **Brett Sollazzo** Date **5/17/2022**

Approved Rejected

Hold on Certificate of Occupancy?

Yes No



Digitally signed
by **thomas Daly**
Date: 2022.04.13
08:43:23 -04'00'

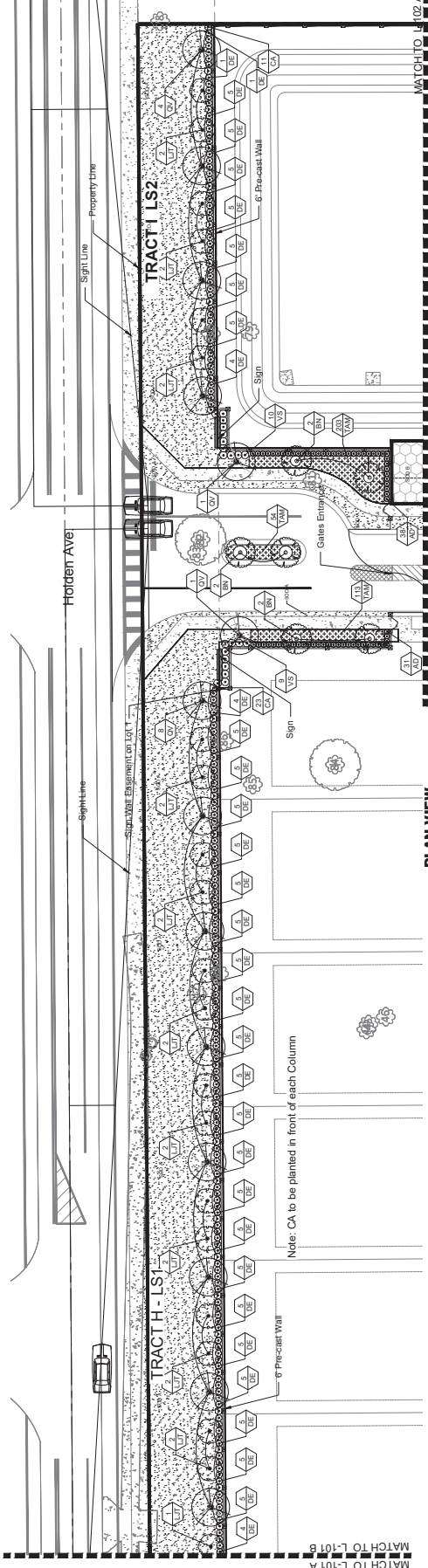


PROJECT NO.
SCALE
1" = 100'
DATE
March 2020
SHEET NO.
K-100

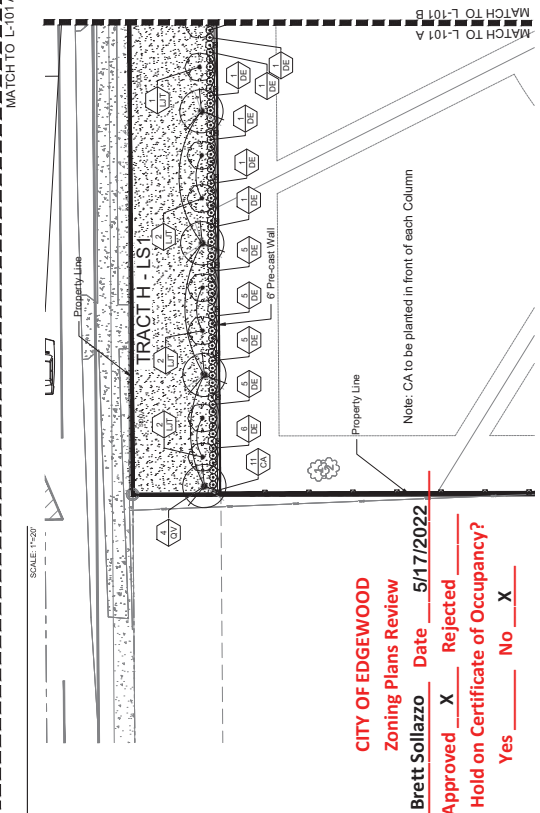
REV	DATE	DESCRIPTION
2	11.19.20	Revisions per City Comments dated 11.12.20
3	6.23.21	Revisions per City Comments
4	9.7.21	Revisions per City Comments
5	02.17.22	Revisions per City Comments

Key Sheet
Development Plan/Preliminary Subdivision Plan
Haven Oaks
Orlando, Florida

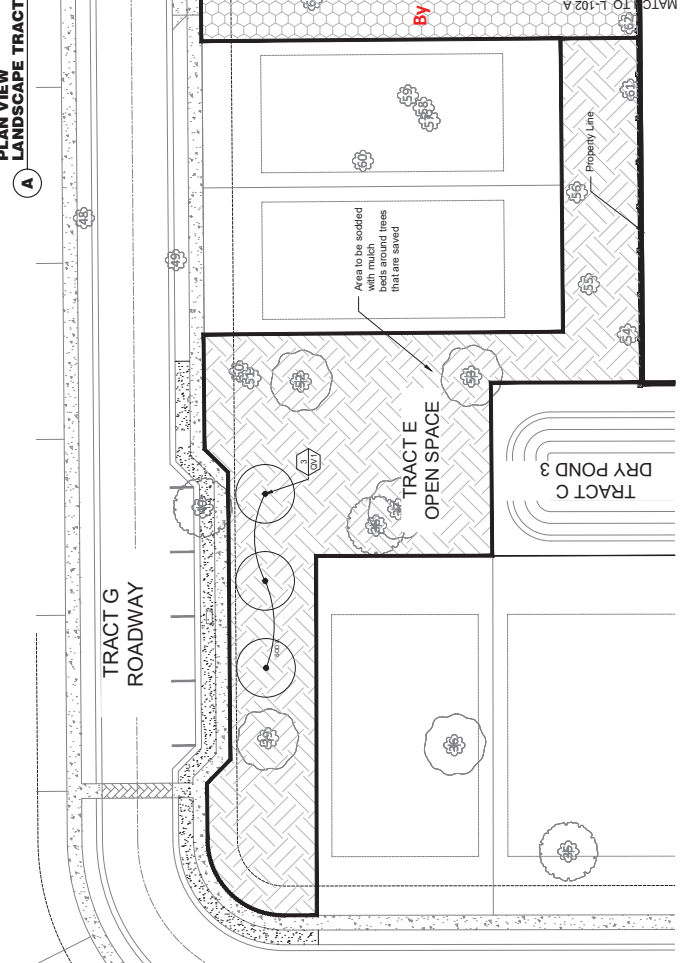
daly design group inc.
604 Courland St., Suite 101, Orlando, FL 32804 (407) 740-7373 www.dalydesign.com



PLAN VIEW LANDSCAPE TRACT



PLAN VIEW TRACT D



PLAN VIEW TRACT D RECREATION

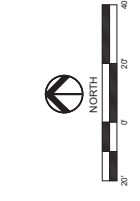
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3	6.23.21	Revisions per City Comments
4	9.7.21	Revisions per City Comments
5	9.13.21	Revisions per City Comments
6	9.28.21	Revisions per City Comments
7	02.17.22	Revisions per City Comments
8	02.17.22	Revisions per City Comments
9	02.17.22	Revisions per City Comments
10	02.17.22	Revisions per City Comments

604 Courland St., Suite 101, Orlando, FL 32804 (407) 740-7373 www.dalydesign.com
 Land Planning, Landscape Architecture, Project Management, Development Consulting
 daly design group inc

Development Plan/Preliminary Subdivision Plan
 Haven Oaks
 Orlando, Florida

Landscape Tract & Tract D

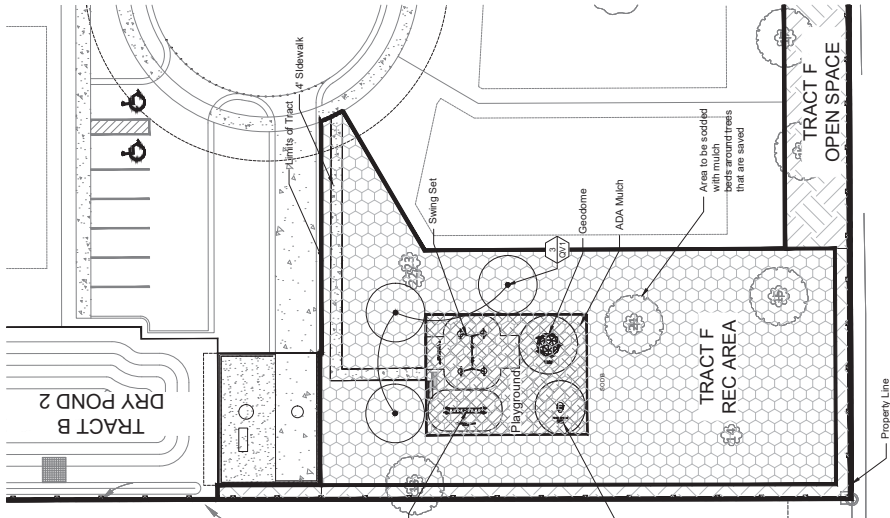
PROJECT NO: 1630
 SCALE: 1"=20'
 March 2020
 SHEET: L-101



CITY OF EDGEWOOD
 Zoning Plans Review
 By Brett Sollazzo Date 5/17/2022
 Approved Rejected
 Hold on Certificate of Occupancy?
 Yes No

RECEIVED
 4/19/2022
CITY OF EDGEWOOD

Digitally signed
 by thomas Daly
 Date: 2022.04.13
 08:44:09 -0400



PLAN VIEW LANDSCAPE TRACT

SCALE 1"=20'



thomas Dally
 Digitally signed by thomas Dally
 Date: 2022.04.13 08:44:23 -0400

RECEIVED
 4/19/2022

CITY OF EDGEWOOD

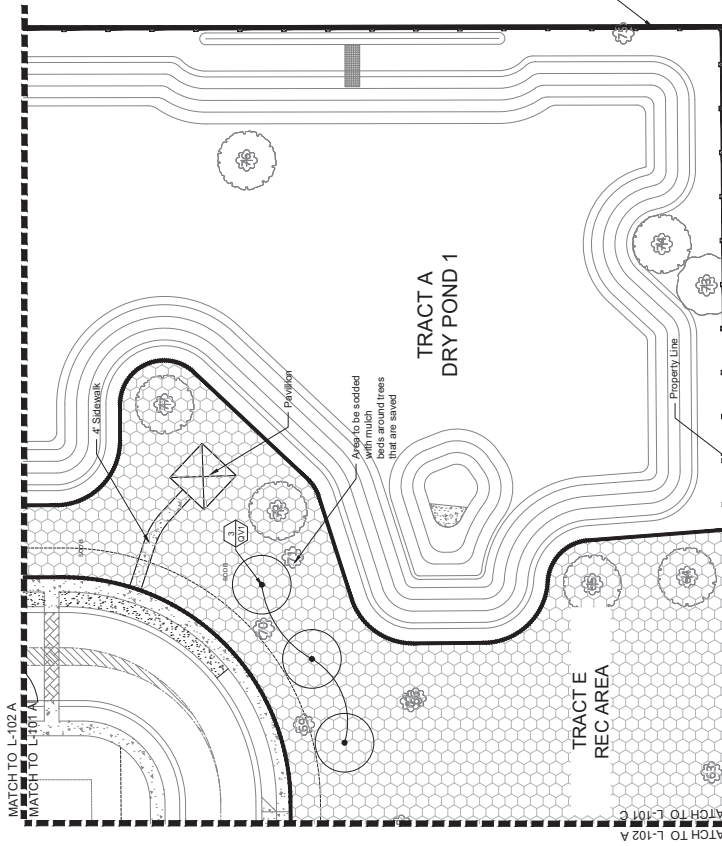
CITY OF EDGEWOOD
 Zoning Plans Review

By **Brett Sollazzo** Date **5/17/2022**

Approved Rejected

Hold on Certificate of Occupancy?

Yes No



PLAN VIEW LANDSCAPE TRACT

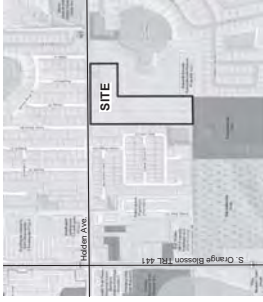
SCALE 1"=20'

REV	DATE	DESCRIPTION
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8	02.17.22	Revisions per City Comments
7	11.09.21	Revisions per Client Comments
4	9.7.21	Revisions per City Comments

Tracts E & F Landscape Plans
 Development Plan/Preliminary Subdivision Plan
 Haven Oaks
 Orlando, Florida

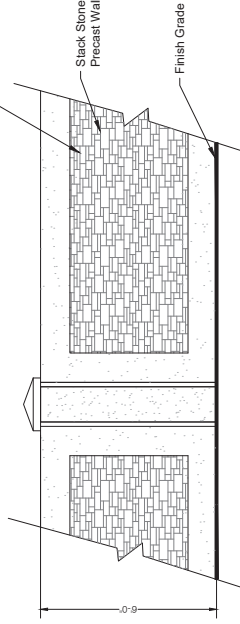
daily design group inc.
 Land Planning, Landscape Architecture, Project Management, Development Consulting
 604 Courland St., Suite 101, Orlando, FL 32804 (407) 740-7373 www.dailydesign.com

RECEIVED
4/19/2022
CITY OF EDGEWOOD

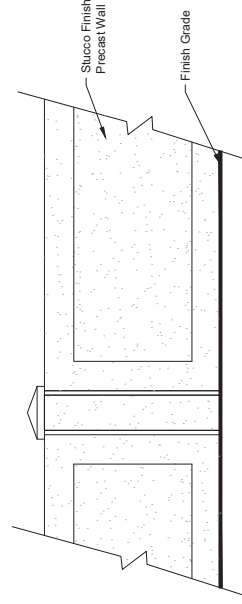


Location Map

Decorative 6' ht Precast Wall, 3 Color Modeling Paint Pattern. Contractor to provide sample to owner for approval prior to wall painting.



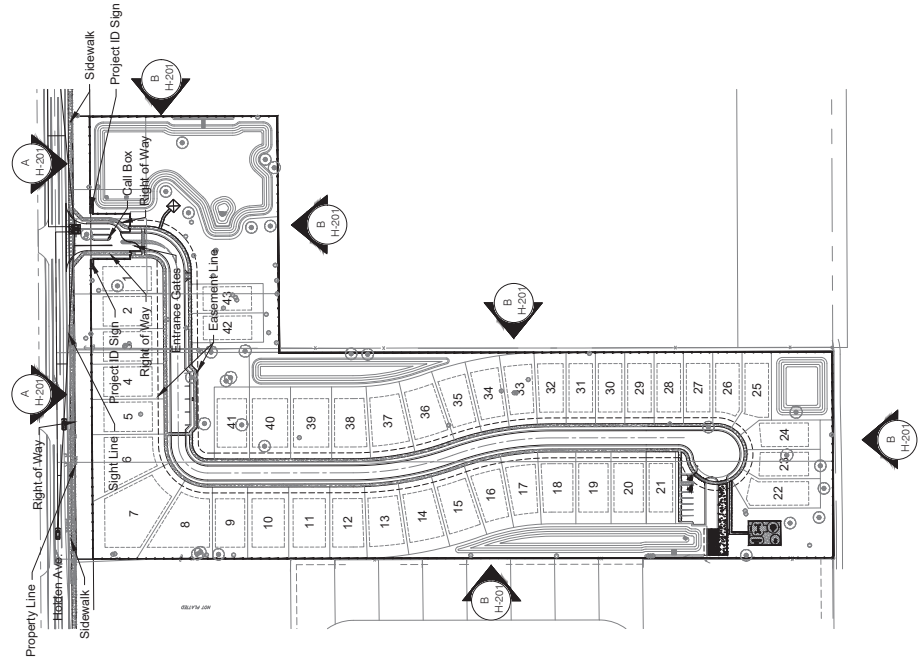
Elevation A
6' Precast Wall Type A NTS



Elevation B
6' Precast Wall Type B NTS

thomas Daly
Digitally signed by thomas Daly
Date: 2022.04.13 08:44:36-0400

CITY OF EDGEWOOD
Zoning Plans Review
By Brett Sollazzo Date 5/17/2022
Approved Rejected
Hold on Certificate of Occupancy?
Yes No



REV	DATE	DESCRIPTION
8	02.17.22	Revisions per City Comments

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Wall Plan & Elevations
Development Plan/Preliminary Subdivision Plan
Haven Oaks
Orlando, Florida

PROJ: 1633-00
SCALE: 1" = 100'
DATE: Nov 2021
SHEET: 1 OF 1
H-201

LEGAL DESCRIPTION

THE WEST 18.00 FEET OF THE FOLLOWING TRACT, BEGINNING AT A POINT 440 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE SECTION 14, T29S, R30E, AND THENCE SOUTH 150 FEET TO THE SOUTHLINE OF THE SAID NORTHWEST ¼ OF THE NORTHWEST ¼, THENCE WEST ALONG THE SOUTH BOUNDARY OF THE SAID NORTHWEST ¼, 336 FEET, THENCE NORTH 130 FEET TO THE POINT OF BEGINNING.

PARCEL 1
THE EAST 187.00 FEET OF THE FOLLOWING TRACT, BEGINNING AT A POINT 440 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE SECTION 14, T29S, R30E, AND THENCE SOUTH 150 FEET TO THE SOUTHLINE OF THE SAID NORTHWEST ¼ OF THE NORTHWEST ¼, THENCE WEST ALONG THE SOUTH BOUNDARY OF THE SAID NORTHWEST ¼, 336 FEET, THENCE NORTH 130 FEET TO THE POINT OF BEGINNING.

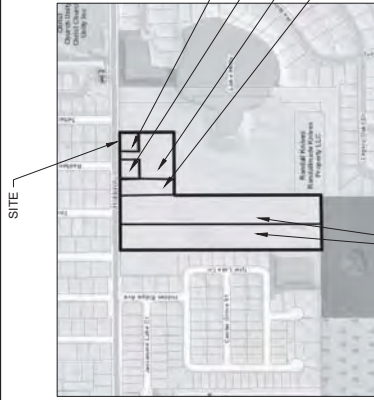
PARCEL 2
N 300 FT OF W 100 FT OF E 587.7 FT OPNW ¼, OPNW ¼, LESS N 30 FT RD R/W OF SEC 14, T29S, R30E

PARCEL 3
N 300 FT OF W 303 FT OF E 420.7 FT OF NW¼ OF NW¼, LESS N 153 FT OF E 125 FT & LESS N 156 FT OF W 125 FT & LESS N 30 FT RD SEC 14, T29S, R30E

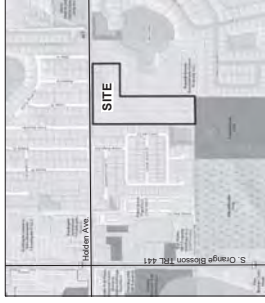
PARCEL 4
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PARCEL 5
N 105 FT OF W 281 FT OF E 420.7 FT OF NW¼ OF NW¼, LESS N 30 FT FOR RD R/W OF SEC 14, T29S, R30E

Parcel # 14-23-29-0000-00-004
Street Address: 1130 Holden Ave.
Parcel # 14-23-29-0000-00-005
Street Address: 1170 Holden Ave.

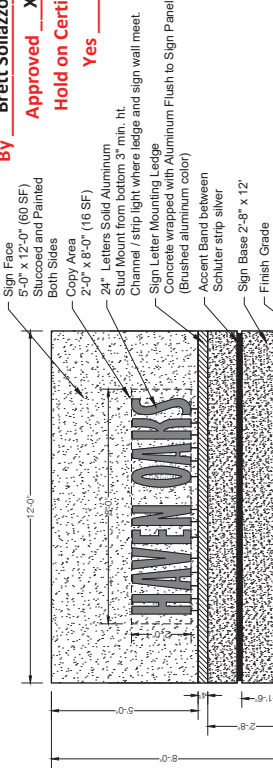


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4/19/2022
CITY OF EDGEWOOD

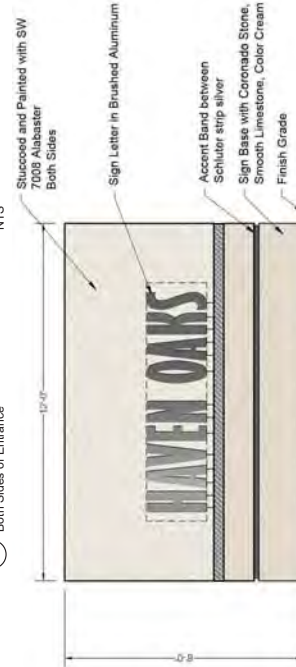


Location Map
CITY OF EDGEWOOD
Zoning Plans Review
By Brett Sollazzo Date 5/17/2022

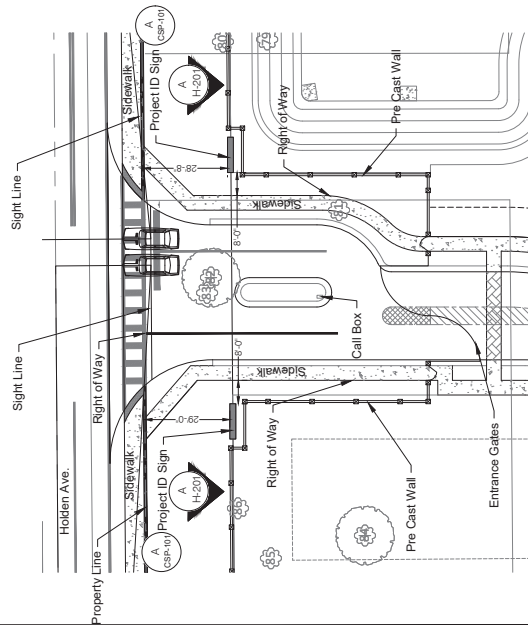
Approved Rejected
Hold on Certificate of Occupancy?
Yes No



Elevation
Free Standing Entrance Sign
A Both Sides of Entrance



Elevation
Free Standing Entrance Sign
A Both Sides of Entrance



Entrance

Scale: 1"=20'

Team Members

- Landscaper Architect**
Owner: Brevard Holdings, LLC
10505 NW 11th Ave, Winter Park, Florida 32789
(407) 740-7573
- Civil Engineer**
Avcon, Inc.
14150 N. Michigan Street, Suite 200
Orlando, FL 32822
(407) 598-1122
- Surveyor**
Allen & Company
14150 N. Michigan Street, Suite 200
Orlando, FL 32822
(407) 654-5355
- Surveyor**
Gary A. Burden
14150 N. Michigan Street, Suite 211
Orlando, FL 32825
(407) 694-2461



Digitally signed by
thomas Daly
Date: 2022.04.13
08:44:53 -04'00'

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA REZONING CERTAIN LANDS GENERALLY LOCATED ON THE SOUTH SIDE OF HOLDEN AVENUE NEAR THE INTERSECTION OF HOLDEN AVENUE AND RED FERN DRIVE COMPRISING APPROXIMATELY 13.68 ACRES +/- FROM R1A AND R1AA (SINGLE FAMILY DWELLING) TO PD (PLANNED DEVELOPMENT); PROVIDING FOR A PLANNED DEVELOPMENT ON SAID LANDS AND PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH DEVELOPMENT; PROVIDING THAT THE OFFICIAL ZONING MAP BE MODIFIED ACCORDINGLY; PROVIDING FOR CONFLICTS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has filed an application for rezoning of those lands described herein to PD (Planned Development); and

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

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

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

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

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

That certain property described below is hereby rezoned from R1AA (Single Family Dwelling) to PD (Planned Development), subject to

the conditions set forth in this ordinance. Said property is more particularly described as:

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

Section 2: Property rezoned from R1A (Single Family Dwelling) to PD (Planned Development).

That certain property described below is hereby rezoned from R1A (Single Family Dwelling) to PD (Planned Development), subject to the conditions set forth in this ordinance. Said property is more particularly described as:

THE EAST 187.00 FEET OF THE FOLLOWING TRACT: BEGINNING AT A POINT 440 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, RUN THENCE EAST 352 FEET; THENCE SOUTH 1320 FEET TO THE SOUTH LINE OF THE SAID NORTHWEST ¼ OF THE NORTHWEST ¼; THENCE WEST ALONG THE SOUTH LINE OF THE SAID NORTHWEST ¼ OF THE NORTHWEST ¼ 352 FEET; THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

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

TOGETHER WITH

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

TOGETHER WITH

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

TOGETHER WITH

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

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

The Land Use Plan, for the property described above, attached hereto as Exhibit "A" and Development Agreement, attached hereto as Exhibit "B" are approved, adopted, and incorporated herein.

Section 4: Terminology.

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

Section 5: Development.

The subject property shall be developed in accordance with the Land Use Plan, Development Agreement, and any conditions of approval imposed by the City Council.

Section 6: Zoning map.

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

Section 7: Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed. In the event of any conflict between the express terms of this Ordinance and any provision of the Development Agreement, the express terms of this Ordinance shall control.

Section 8: Severability.

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

Section 9: Effective date.

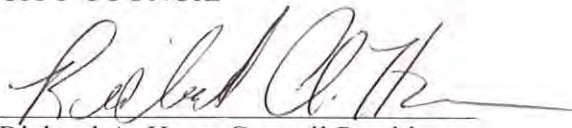
This ordinance shall take effect immediately upon its final adoption by the City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING THIS ^{19th} ~~21st~~ DAY OF JANUARY, 2021.

PASSED AND ADOPTED THIS 16th DAY OF FEBRUARY, 2021.



CITY OF EDGEWOOD, FLORIDA
CITY COUNCIL


Richard A. Horn, Council President

ATTEST:



Bea Meeks, City Clerk

Prepared by:
Carolyn R. Haslam, Esq.
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
(407) 419-8584

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

PLANNED DEVELOPMENT AGREEMENT
Holden Avenue PD

The application of Bavaria Holdings, LLC (hereinafter referred to as “Developer”) and Ordinance 2020-07 for rezoning was heard by and before the City Council of the City of Edgewood, Florida (hereinafter referred to as “City”) on the 16th day of February, 2021, for second and final reading. Based upon the application and other supporting documents, the Land Use Plan, maps, and other instruments, and based upon the advice, reports and recommendations of the Development Review Committee (DRC) of the City of Edgewood and the first reading of the Ordinance by City Council on January 19, 2021, the City Council does hereby find and determine as follows:

GENERAL FINDINGS

- a. That the application for rezoning was initially filed with the City on November 5, 2019 as required by City Ordinance.
- b. That all fees and costs which are by law or regulation of the City required to be borne and paid by the applicant for rezoning of property have been paid.
- c. That application to rezone involves parcels of land containing 13.68 acres, more or less, situated in the City of Edgewood, Orange County, Florida. This parcel of land is described more particularly in the legal description which is attached hereto as **Exhibit “A”** (hereinafter referred to as the “Subject Property”) and incorporated herein.
- d. Developer is the owner in fee simple of the Subject Property.
- e. That the DRC held a public meeting wherein it considered the application and proposed Land Use Plan and moved the rezoning application and proposed land use plan forward to Planning and Zoning Board.
- f. That on December 14, 2020, at a public hearing the Planning and Zoning Board reviewed and considered the application and proposed Land Use Plan, input from the public, and reports and

recommendations of the DRC and after considering the testimony of the applicant, the proposed conditions of approval by the applicant and other documents, the Planning and Zoning Board made its recommendations to City Council.

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

h. Developer intends to construct a residential development consisting of those components described in the Land Use Plan attached hereto as **Exhibit "B"** and made a part hereof and consistent with the requirements of this Planned Development Agreement. The City Council agrees that the attached Land Use Plan conforms with all conditions contained herein.

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

j. That Ordinance 2020-07 to which a copy of this Planned Development Agreement (the "Agreement") is attached, relating to the rezoning of Subject Property to Planned Development has been properly publicly noticed under the statutes of the State of Florida and the City's Code of Ordinances.

k. The City Council agrees that the Planned Development Agreement and the attached Land Use Plan is consistent with the goals, objectives and policies of the City's Comprehensive Plan and that the proposed development is consistent with the use and density requirements of the City's Comprehensive Plan.

l. The City enters this Agreement pursuant to its Home Rule Powers given to it under the Florida Constitution and the Florida Statutes.

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

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

2. **Compliance.**

a. The development shall conform to the Land Use Plan dated received February 9, 2021, submitted by Developer and attached hereto as **Exhibit "B"** and with all conditions and requirements of Ordinance 2020-07, which rezoned the Subject Property to Planned Development. The development shall be allowed to alter the position on the Land Use Plan of certain lots and

tracts, such as the recreation tract, as long as the lot count and lot sizes shown on the Land Use Plan and in this Agreement are met.

b. The Developer shall comply with all City laws, codes, ordinances, and regulations now in effect, which are incorporated herein by reference, except to the extent the applicable laws, codes, ordinances and regulations are expressly waived and modified by this Agreement or by action approved by City Council.

c. The Developer shall comply with all applicable Federal, State, and County laws, and all City laws, codes, ordinances and regulations hereinafter adopted which are not inconsistent with the specific terms and agreements set forth herein. In the event of a conflict between requirements of two or more governmental entities having jurisdiction over the Subject Property the more restrictive requirement shall apply.

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

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

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

4. **Comprehensive Plan/Future Land Use.** The City attests that the future land use designation to the property allows single family residential.

5. **Plan of Development.**

a. **Maximum units:** The maximum number of units shall be forty-three (43) and all such units shall be single family detached residential.

b. **Minimum lot size:** The minimum lot size shall be 6,000 (50' x 120') square feet.

c. **Minimum net living area:** Residential structures of no less than 1,800 square feet under A/C shall be constructed on the Subject Property and thirteen (13) of the residential structures shall be no less than 2,200 square feet under A/C. When submitting for building permits, the developer shall submit a report to the City tallying the total house permits by square footage in order to track this condition.

d. **Minimum lot width:** Except as otherwise provided herein, a maximum of three (3) lots shall be allowed to have a minimum lot width of fifty (50) feet; a minimum of thirty six (36) lots shall have a minimum lot width of sixty (60) feet; at least four (4) lots shall have a minimum lot width of seventy (70) feet. Additional fifty-foot wide lots may be exchanged for the 60 foot wide

lots, if approved by the City at Development Plan/Preliminary Subdivision Plan review if Developer shows by competent substantial evidence that the reduction of lot size allows for the preservation of historic or specimen trees that would not otherwise have been preserved or expansion of the recreation area.

e. Maximum Building Height: The maximum building height shall be thirty-five (35) feet or two stories; whichever is less.

f. Setbacks: The minimum setbacks shall be as follows:

Minimum Setbacks	
Front Yard (Roofed Porch) ¹	15'
Front Yard (Living Area)	20'
Front Yard (Garage) ²	23'
Rear Yard (Building) ³	20'
Rear Yard (Screen Enclosure) ³	5 feet
Rear Yard (Pool) ³	5' (50' and 60' lots) 7.5' (70' lots)
Side Yard on Corner Lot (Buildings)	15'
Side Yard on Corner Lot (Pool & Screen Enclosures)	10'
Side Yard (Building, Pool & Screen Enclosures) ⁴	5' (50' and 60' lots) 7.5' (70' lots)

¹ A front porch no greater than one story may encroach into the front yard setback, resulting in a 15' front yard setback for porches and a 20' front yard setback for the remainder of the home.

² Garages may be, but are not required to be, recessed from the front of the home.

³ For lots adjacent to Holden Avenue, the Right-of-Way/Holden Avenue Setback shall apply. All structures and pools and screen enclosures shall be 60 feet from centerline (which is 30 feet from the property line). For accessory structure/use encroachments, such as pools or screen enclosures within the ROW setback, Developer shall provide a letter of non-objection from Orange County prior to permitting with such letter identifying the minimum setback for the accessory structure/use from the centerline or right-of-way line.

⁴ Air handler, mechanical equipment, water filtration systems, gas tanks, propane tanks, and other utility or service equipment, other than generators, may be located in the side yard setbacks provided the maneuverability of lawn and other maintenance equipment from front yard to rear yard is maintained.

g. Architectural Design Standards: The Subject Property shall be developed in accordance with the design standards, as outlined on **Exhibit "C"**. Architectural review prior to building permit issuance will be completed by City staff to ensure the standards within Exhibit C are met.

In the event that product does not meet Exhibit C standards, the change shall be viewed as an amendment to this agreement and shall be considered at a City Council public hearing.

h. Density: Density shall not exceed four units per acre.

i. Maximum Impervious Lot Coverage: The Developer has requested a waiver of the maximum impervious coverage on certain residential lots pursuant to Section 134-460(a)(9) of the City's Code. The maximum impervious coverage for each lot size within the development is shown below:

- 50' lots – 70%
- 60' lots – 70%
- 70' lots – 63%

j. Driveway Width: Driveways shall be pavers and a minimum of 18 feet wide.

k. Parking: Parking for each lot shall be designed to allow a minimum of two parking spaces in the garage and two spaces in the driveway for a minimum of four (4) parking spaces per residence. Additional parking will be provided through one-sided on-street parking and the community parking spaces shown on the Land Use Plan. The on-street parking will be regulated with signage and requirements within the Declaration of Covenants, Conditions and Restrictions.

l. Drainage: All drainage resulting from the Development must be able to be accommodated within the Development's stormwater and drainage system.

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

n. Open Space: The minimum common open space shall be calculated based on overall gross acreage.

o. Tree Removal: The Developer shall make every reasonable effort to save all live oak trees located upon the Subject Property. A tree survey shall be required to be submitted with the Development Plan submittal.

The PD shall be subject to Code Chapter 130. An application for tree removal must be submitted, and a tree removal permit shall be required before the removal of any existing trees. The tree removal application shall include a replacement schedule as required by the City's Code of Ordinances and shall be reviewed concurrently with the Development/Subdivision plan. Upon request by the City Engineer, the Developer shall be required to submit a report by a professional arborist to justify removal of any existing trees, including and not limited to dead or diseased trees.

It shall be the responsibility of the developer and permittee (if the permittee is not the property owner) to ensure any tree designated to remain shall be protected. If posts are used as

protective barriers, they shall be placed at points not closer than six feet of the trunk perimeter of any tree. A tree of four feet or more in diameter may require additional space as needed to protect the trees roots. Each section of the barrier shall be clearly visible (flagged with brightly colored plastic tapes or other markers).

For the common area/subdivision landscaping (and not the lot landscaping), the property owner and permittee shall guarantee survival of retained or replaced trees for one year from completion of permitted construction. Should any tree be deemed a non-viable tree upon the inspection, that tree shall be replaced with a comparable tree within 60 days of the City's notification of need.

p. Landscaping:

i. Common areas and tracts: A landscape plan conforming to the requirements set forth in this Development Agreement for all common areas and tracts shall be submitted with the Development Plan. No certificate of completion for the subdivision will be issued until the landscaping identified herein has been installed, inspected and approved by the City.

ii. Holden Avenue Buffer Landscaping: A landscaped buffer, minimum 30 feet in depth as measured from the property line, shall be provided along Holden Avenue. The Holden Avenue buffer shall include evergreen shade trees of a species with a mature height of over 40 feet, to be planted centered on panels, with maximum separation between trees at 45 feet. Wall panels shall not exceed 15 feet in width. At planting, these trees shall be a minimum caliper of 5" and minimum of 16 feet in height, and a 7-foot spread.

In addition to the evergreen shade trees, a "tree formed" multi-stemmed large shrub shall be centered on the wall panels where the canopy trees are not. At planting, these shrubs shall be a minimum of 3 stems at 3/4 inch-caliper per stem and an overall height of 8 feet.

The buffer must also include a continuous evergreen hedge along the wall panels. Plants shall be at least 24 inches high at planting and be of a species capable of growing to at least 36 inches in height within 18 months. This hedge shall be maintained at a height not less than 36 inches.

An accent shrub, such as but not limited to, bird of paradise, crinum lily, red star dracaena, or ornamental grass shall be planted in front of each column. The size of each accent shrub at planting shall be that in a minimum 7 gallon container.

The subdivision entrance, which is defined as the area on either side of the entrance road outside the gate including the wall segment with the subdivision name, may include a mix of evergreen shade trees, as detailed above, and the following palm trees: Medjool, Bismark, Sable, Butia, Sylvester, Mule or Ribbon.

A variety of foliage and/or flower color and accent plants shall be used in the Holden Avenue buffer. The selected plant material shall be based on the plant's growth habit to fulfill the

designed intent and to avoid the need for excessive trimming. Heights of all plants shall be measured from site grade. All requisite landscaping, whether preserved or newly planted, shall be irrigated and must demonstrate health and viability before issuance of the certificate of completion.

iii. Residential Lot Landscaping: A certificate of occupancy for a house shall not be issued until the following landscaping has been installed, inspected and approved by the City. Developer shall be given credit for any live oak preserved on a residential lot and such tree shall be counted for that lot in lieu of a new planting. Such credit, however, shall not apply to the Front Yard Tree, unless the preserved oak is in the front yard.

Residential lot landscaping shall include:

- (a) Front Yard Trees: One shade tree shall be planted in the front yard on each lot, located to achieve the intention of a tree lined street in the community. The location of the tree shall take into consideration the front building setback relative to the tree canopy, and the location of utilities and street lighting. The recommended location for the tree is seven (7) feet from the sidewalk. Such tree shall be a minimum caliper of 3 inches and may include (but are not limited to) the following species: Japanese Blueberry, Winged Elm, Simpson Stopper, Bottlebrush, Drake Elm, Florida Flame Maple, Tabebuia Ipe, Princeton Elm, Allie Elm, Sweetbay Magnolia and/or River Birch.
- (b) A landscape bed at least three feet in depth to be installed adjacent to the front of the house. All plants to be installed shall be in at least 3-gallon containers and shall be planted at a rate to establish a continuous hedge. 1-gallon material may be used as an accent or "tiered" material (i.e. ground cover, etc.) to enhance the 3-gallon material.
- (c) Irrigation of the entire yard, plus irrigation of the pervious area between the sidewalk and curb.
- (d) A mulched area extending 12" from the home shall be provided around the perimeter of the home (to prevent weed eater marks). No Cypress mulch.
- (e) Landscaping in at least 3-gallon containers shall also be used to create an opaque hedge capable of being maintained at 3 feet in height in front of the air handlers or water softeners, or other equipment/appurtenances in the side yard to hide from street view.
- (f) Rear Lot Tree: At least one shade tree with at least two-inch caliper. Developer shall be given credit for any live oak preserved on a residential lot and such tree shall be counted for the rear lot tree on that lot in lieu of a new planting. Lot tree placement will be determined by Developer at the time of installation based on home orientation. Such tree shall be a minimum caliper of 2 inches and may include (but are not limited to) the following species: Japanese Blueberry, Winged Elm, Simpson Stopper, Bottlebrush, Drake Elm, Florida Flame Maple, Tabebuia Ipe, Princeton Elm, Allie Elm, Sweetbay Magnolia and/or River Birch.
- (g) Sodding the entire lot and the pervious strip between the sidewalk and curb.

q. Non-uniformity of residential structures: Consistent with Exhibit “C,” Residential structures constructed shall be of varying front facades and color schemes in a manner that no adjacent houses have the same front façade and color scheme.

r. Utilities and infrastructure: Water, sanitary sewer, storm drainage facilities placed within the private street tract shall be installed to city/utility provider standards. All utilities, including but not limited to electric and telephone, shall be underground, including the existing overhead utility lines along Holden Avenue, installation costs of which will be borne completely by the Developer.

s. Subdivision Regulation: Subdivision of lots shall comply with all regulations and ordinances in force at the time of subdivision plan approval except where specifically approved to deviate per the approved Land Use Plan.

t. Subdivision Streets and Sidewalks.

i. Private Ownership: All streets, sidewalks, street lighting, signage, landscaping, walls, drainage systems and all related appurtenances within the development including those located outside the gates, are to be private, owned in a separate tract where applicable and maintained by the HOA.

ii. Construction Standards: The streets and sidewalk shall conform to the City’s construction standards for public streets and sidewalks.

iii. Access Rights: The plat shall indicate unrestricted access-easement rights over the platted roadway right-of-way tract are dedicated or otherwise granted to the owners of each lot within the subdivision and to all their successors in interest, as well as to the City and utility providers providing use of the property for any purpose related to the exercise of a governmental service or function, including but not limited to fire and police protection, inspection and code enforcement.

iv. Sidewalk Along Holden Avenue: The sidewalk within the Holden Avenue right-of-way shall be the same width to match the existing sidewalk adjacent to the Subject Property.

v. Subdivision Entrance: Access to the site shall be provided on Holden Avenue directly opposite Red Fern Drive. The Developer shall provide a gated restricted access entrance to the subdivision that allows sufficient holding space for at least three vehicles as measured from the call box to the Holden Avenue south right-of-way line. The subdivision entrance will be designed with a curb that deters entering in the exit gate, including paver infill of the curb. The subdivision entrance must be equipped for visitor access with a call or code box located at least 60 feet from the boundary of the subdivision to provide for visitors calling in and vehicle queuing. The restricted access entrance shall provide a means of ensuring access to the subdivision by the City and other public/utility service providers with appropriate identification.

Entryway gates must be equipped with an audio (siren) override device to allow emergency access to the subdivision by fire/rescue, police and other emergency-response personnel. The audio-override device must be submitted to the fire and rescue department for inspection and the entrance gates may not be closed unless and until the department determines that the device is acceptable and in good working order.

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

u. Wall Construction: An architectural precast concrete wall at least six feet, maximum eight feet in height shall be constructed around the entire perimeter of the Subject Property. The portion of the wall facing Holden Avenue shall include wall panels which replicate the look of masonry, natural rock, stone or brick, with the columns matching the remainder of the perimeter wall. Wall columns will be equally spaced columns, except as may be needed to minimize damage to historic trees. The construction of the portion of the wall along the North boundary (at a minimum) must commence immediately following the clearing/grading of the Subject Property and be completed within sixty (60) days.

v. Recreation Area: The Subject Property will contain a recreation area, a minimum of 0.775 acre and shall contain a tot lot and covered pavilion. Construction of the tot lot and covered pavilion shall begin prior to or simultaneously with the 10th permit for a house and be completed within six (6) months.

w. Street Lighting. The street lighting will be decorative lighting consistent with Duke's list of street light designs and the location and spacing shall be based on the photometric design needs to provide consistent light based on a photometric survey.

x. Community Name. The Developer will not use the term "SoDo" in the community name or marketing materials.

6. Declarations of Covenants, Conditions, and Restrictions. Simultaneously with the recording of the subdivision plat, the Developer shall record in the Public Records of Orange County, Florida, as a covenant running with the land of the Subject Property, a Declaration of Covenants, Conditions, and Restrictions (Declaration) that shall govern all platted lots within the subdivision, shall impose requirements and restrictions that run with the land, and shall address the responsibilities for the ongoing maintenance and repair of the subdivision infrastructure, landscaping and recreation areas. Prior to recordation in the public records of Orange County Florida, the declaration shall be reviewed and approved in writing by the City Attorney for

consistency with all land use approvals by the City. The Developer shall pay to the City the sum of the legal fees of the City Attorney relating to the review of the Declaration. The terms of the Declaration shall be, to the city's satisfaction, legally sufficient and enforceable to accomplish or otherwise ensure, at a minimum, the following.

- a. A mandatory homeowners association ("HOA") will be created which will:
 - i. Be an incorporated entity legally authorized;
 - ii. Be required to, among other things, impose assessments and liens to enforce Conditions, Covenants, and Restrictions;
 - iii. Include as members all owners of residential lots within the development; and
 - iv. Own and maintain in perpetuity all perimeter walls, landscaping in common open space, buffer areas, common irrigation, streets, sidewalks, street lighting, signage, and retention and drainage systems; and, such other provisions as are compatible with the Agreement and the Land Use Plan as approved by the City.

b. The HOA, through its Declaration of Covenants, Conditions, and Restrictions shall, among other matters, assess costs upon the properties of its members at least sufficient to pay:

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

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

iii. Upon the completion of the construction of the recreation area, the Developer shall deed to the HOA the recreation area shown on the approved Land Use Plan. The HOA shall be responsible to maintain the recreation area, to limit its use to residents of the Development and their immediate families, guests, and invitees, and to maintain any and all fencing and buffer areas;

iv. Every 15 years, the HOA must repave the private street. This requirement may be waived on a year-to-year basis if the HOA can provide a professional engineer's opinion to the city engineer stating the existing roads are in acceptable condition; however, the City shall have the right to inspect the private streets and related appurtenances at any time, and require the HOA to provide the repairs needed to ensure emergency access. The City Council shall be the final judge of whether such repairs are needed and shall have the right to assess each lot owner to provide for repair; and

v. If, in the city's opinion, the streets, sidewalks, streetlights or the stormwater system, subdivision entrance, and landscaping in common areas on the Holden Avenue buffer are not properly maintained, the city may do the required maintenance, replacement, and special assess each affected property owner in the subdivision 100 percent of the cost of said maintenance.

c. The terms of the Declaration shall be, to the City's satisfaction, legally sufficient and enforceable to accomplish or otherwise ensure, at a minimum, the following:

i. Require the establishment and maintenance of an HOA budget account for annual routine maintenance and repair, replacement or reconstruction of the street, street lights, landscaping, sidewalks, wall, recreation area, community parking, and drainage system, including stormwater management areas.

ii. Require at developer turnover of the HOA to the property owners, the establishment and maintenance of an HOA reserve account for major capital repair, replacement, and reconstruction of the subdivision's street.

iii. Require at developer turnover of the HOA to the property owners, the establishment and maintenance of an HOA reserve account for major capital repair, replacement and reconstruction of the subdivision's stormwater management and drainage facilities;

iv. Require at developer turnover of the HOA to the property owners, the establishment and maintenance of an HOA reserve account for major capital repair, replacement and reconstruction of other subdivision infrastructure such as sidewalks, entrance gates, curbing, recreation area, common parking areas, walls, etc.

v. Require at developer turnover of the HOA to the property owners, the establishment and maintenance of an HOA budget account for storm debris clean-up and removal, such as clearing downed trees, landscape, and other storm-created debris from the subdivision's street, common tracts, sidewalks and drainage facilities.

vi. Provide that:

(a) Until turnover of the HOA to the property owners and/or transfer of control of subdivision infrastructure to the HOA, all maintenance and repair of streets, street lighting, landscaping, walls, gates, sidewalks, community parking, recreation area, and the drainage system, including stormwater management areas and conveyance system, and the like is the responsibility of the developer; and

(b) Prior to turnover of the HOA and/or transfer of control of subdivision infrastructure to the property owners, the developer shall expend monies in the routine-infrastructure-maintenance account for such maintenance and repair. Insufficiency of monies in the routine-infrastructure-maintenance account shall not act to relieve the developer of any responsibility to properly maintain and repair the street, gates, sidewalks, streetlights, community parking and recreation area, and drainage system, landscaping, and walls prior to turnover of the HOA and/or transfer of control of subdivision infrastructure.

vii. Require that:

(a) No earlier than one hundred eighty (180) days before turnover of the HOA and/or transfer of control of subdivision infrastructure to the property owners, the developer must retain the services of a Florida registered engineer experienced in subdivision construction (other than the engineer of record for the subdivision as of the date of the city's approval of the subdivision infrastructure construction plans, and engineers who are principals of, employed by, or contractors of the same firm as the engineer of record) to inspect the streets, gated entrance, parking, sidewalks, street lighting, perimeter wall, and drainage system, including stormwater detention/retention areas in accordance with the existing approved plans, and prepare a report recommending the amount of scheduled maintenance and unscheduled repair that likely will be needed each year for the noted infrastructure, in accordance with standards that may be established and revised by the City Engineer at the time of the report, which recommends the amounts of money that should be deposited each year in the routine-infrastructure-maintenance account, and determining what repairs, if any, are needed prior to turnover of the HOA to the property owners;

(b) The report shall be signed and sealed by the engineer;

(c) The HOA shall pay the cost of this initial engineer's report, which payment may be made from the routine-infrastructure-maintenance account;

(d) A copy of the initial engineer's report shall be made available to all owners of lots, blocks, and tracts in the subdivision and to the City Engineer within fifteen (15) days after it is completed;

(e) Any needed repairs or replacements identified by the report shall be completed by the developer, at the developer's sole expense, prior to either the developer's turnover of the HOA to the property owners of the subdivision or transfer of control of subdivision infrastructure to the HOA, whichever occurs first; and

(f) If turnover of the HOA and/or transfer of control of subdivision infrastructure occurs and the foregoing requirements have not been fulfilled, the rights of the HOA, any of its members, and any and all owners of land in the subdivision to enforce these requirements against the developer shall survive the turnover of the HOA to the property owners, with the prevailing party to be entitled to attorneys' fees and costs.

viii. Require that, after turnover of control of the HOA, or turnover of control of the subdivision infrastructure to the property owners:

(a) The HOA shall obtain an inspection of the streets, sidewalks, walls, gates, community parking, landscaping, street lighting, recreation areas, and drainage systems, including stormwater detention/retention areas, by a Florida-registered engineer experienced in subdivision construction no less frequently than once every five (5) years after the initial engineer's inspection;

(b) Using good engineering practice, and in accordance with standards that may be established and revised by the City Engineer or his or her designee, or in accordance with such other standards as may be adopted from time to time by the HOA, or in accordance with such

standards as the HOAs engineer may determine to be appropriate, the inspection shall determine the level of maintenance and repair (both scheduled and unscheduled) needed, the amounts of funding needed each year for the next five (5) years in the routine-infrastructure-maintenance account to pay for such maintenance and repair, and any remedial repairs immediately needed;

(c) That the inspection be written in a report format;

(d) A copy of each engineering report be provided to each owner of property in the gated community within fifteen (15) days of completion of the report; as well as to the City; and,

(e) Within one hundred eighty (180) days of receipt of each engineering report, the HOA shall complete all remedial work identified and recommended by the engineer.

ix. The HOA expressly indemnifies and holds the City of Edgewood and its officers and employees harmless from any cost of maintenance, repair, and reconstruction of, or tort liability or award of damages related to or arising in connection with, the streets, sidewalks, street lights, walls, gates, community parking, landscaping, recreation areas, drainage system (including stormwater retention/detention area), and/or any other subdivision infrastructure.

x. The Declaration shall expressly state that property owners receive no discount in property or other taxes because of private streets or drainage system.

xi. The Declaration shall require that each purchaser of a residential lot in the gated subdivision, for the personal or family use of the purchaser, receive a copy of the Declaration at or prior to the time the sales contract is executed, together with the current budget for the HOA, including a schedule disclosing the then-existing amounts of the periodic assessments for each of the HOA accounts and a copy of the most recent year-end financial statement for the HOA, and if none are then existing, a good faith estimate of the HOA operating budget, along with a form to be signed by such initial purchaser acknowledging receipt of a copy of the declaration, budget, financial statement or good faith estimate, and that the original of the form acknowledging receipt of a copy of the Declaration is to be attached to the sales contract as an exhibit or appendix.

Such schedule must also state that the periodic assessments for the HOA accounts do not necessarily include assessments for either the routine maintenance of or the capital repair and replacement of HOA facilities not related to subdivision infrastructure (such as streets, sidewalks, stormwater management system), common area landscaping, entrance and exit gates, walls, etc.

xii. The Declaration shall declare that upon any default by the HOA or the developer in any requirements of the Declaration, the City, at its option and after due notice of its declaration of a default and a reasonable time to cure, may prohibit closure of the gates and, upon dedication or conveyance of the rights-of-way to the City, perform all necessary maintenance, repair, replacement and/or reconstruction using all HOA monies on deposit in the routine-infrastructure-maintenance account and the several capital-repair accounts or, if no monies exist or if an insufficient amount exists, using such other revenues or financing methods as the City may elect, including (but not limited to) special assessments against the subdivision lots, and tracts. In the

event of the insolvency of the HOA, the lot owners shall be responsible for all costs, administration and attorney fees related to the City's action to maintain, repair, replace, and/or reconstruct development's infrastructure. Payment of costs and assessment will be enforced by lien or foreclosure.

xiii. The Declaration shall require that enforcement of traffic laws within the gated community, as requested by the HOA, shall be by the City Police Department and that all costs of enforcement incurred by the City shall be paid by the HOA.

xiv. The Declaration shall provide a procedure for nonbinding mediation in the event of a dispute between any homeowner and the developer, or between the HOA and the developer, with respect to the repair and maintenance of the streets, sidewalks, landscaping, walls, community parking, gates, recreation areas, street lighting, drainage system or other subdivision infrastructure or appurtenances and/or funding for such maintenance and repair.

xv. The Declaration shall provide that:

(a) The HOA, any member of the HOA, and any and all owners of land in the subdivision shall have the right jointly and severally to enforce against the developer or any other member of the HOA the requirements and provisions of the Declaration required hereunder, with the prevailing party being entitled to attorney's fees and costs; and

(b) Venue for any such enforcement action shall be in the Ninth Judicial Circuit of Florida, in Orange County.

xvi. No portion of the HOA's documents pertaining to the maintenance responsibilities of the private streets, gates, sidewalks, street lighting, common area landscaping, private walls, community parking, recreation areas, and drainage systems, and assessments thereto shall be amended without the written consent of the City as set forth in this Agreement.

xvii. The Declaration must contain language whereby the HOA, as owner of the private streets, walls, gates, recreation area, community parking, sidewalks, storm water management system, other common areas, and appurtenances, agrees to release, indemnify, defend and hold harmless the City, its officers, agents, licensees, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind of character, whether real or asserted, arising out of or in connection with, directly or indirectly: a) the reasonable use of the private streets and sidewalks, emergency access, utility easements, community parking, entrance gate or structure by the City, its officers, agents, licensees, servants and employees; b) the condition of the private streets, sidewalks, private street lights, private entrance gates or structures, private walls, community parking, access to recreation areas, landscaping, private storm drainage systems and emergency access; or c) any use of the subdivision with private streets by the City or County, its officers, agents, licensees, servants and employees for any purpose related to the exercise of a governmental function or service, expressly excluding, however, any claim or cause of action arising in whole or in part by the negligence or willful misconduct of such officers, agents, servants, employees,

contractors, subcontractors, licensees or invitees of City or County. The HOA shall be responsible for carrying liability insurance to meet the requirements in this paragraph. Those portions of the paragraph must not be amended without the written consent of the City.

xviii. The Declaration must include standards and regulations for the following:

- (a) Lot and structure maintenance;
- (b) Prohibiting vehicle parking in the front or side yards, or blocking any sidewalk, including the portion crossing the driveway, or the pervious strip between the sidewalk and curb;
- (c) Repair of common areas and infrastructure by owners and residents;
- (d) A house rental limitation to no less than 180 days;
- (e) Maintaining the tree, sod, and landscaping in the front yard;
- (f) Maintaining the pervious area landscaping between the curb and sidewalk;
- (g) Identifies the trees in the front yard as required street trees that are unable to be removed or altered without City permission;
- (h) Procedures for notice and enforcement;
- (i) Prohibiting any outdoor storage of boats, travel trailers, recreational vehicles, and similar equipment anywhere in the subdivision;
- (j) Prohibiting installation of fences on residential lots which would be in violation of the Holden Ave PD Architectural Guidelines found in Exhibit "C" (i.e. fences must be located to the rear of air conditioning condensers);
- (k) Permission given to the City/Orange County to enter the subdivision and remove any gate, device that is a barrier to access, and/or remove any vehicle or obstacle within the private street tract that impairs emergency access, with all associated costs borne by the HOA; and
- (l) The provisions for HOA governance and administration required by Florida law for mandatory HOAs.

xix. The HOA must not be dissolved without the prior written consent of the City.

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

8. **Model Homes.** The Subject Property may include up to five (5) model homes, which must adhere to the approved Land Use Plan, design standards in Exhibit "C" and Development Plan/Preliminary Subdivision Plan. The garage of any of the model homes may be utilized as a temporary sales center during development of the project provided, however, any such temporary sales center area shall be converted back to garage space prior to the conveyance and occupancy as a residence. In the event the garage of a model home is utilize as a temporary sales center, the applicable builder shall provide a bond to the City for the conversion of the space back to garage space. The bond amount must be approved by the City Engineer.

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

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

11. **Fees.** The Developer agrees to pay any and all impact fees (including, without limitation, transportation, school, electric, fire, police, water and sewer impact fees) and all City review, inspection, and permitting fees in accordance with the City Resolution 2018-09, as may be amended. The Developer shall pay all capacity reservation fees applicable to the Planned Development (including, without limitation, transportation, water, sewer, solid waste, and parks and recreation) regulated or collected by the City.

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

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

- a. The Developer's adjudication as bankrupt, either voluntary or involuntary;
- b. The institution of any judicial proceeding for reorganization or rearrangement of the Developer's affairs that is not dismissed within sixty (60) days;
- c. Any assignment by the Developer for the benefit of creditors; and
- d. The appointment of a receiver for the Developer's assets or property, which appointment is not dismissed within sixty (60) days.

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

15. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Developer and its assigns and successors in interest and the City and its assigns and successors in interest. This Agreement does not, and is not intended to, prevent or

impede the City from exercising its legislative authority as the same may affect the Subject Property.

16. **Third Party Beneficiary.** This Agreement is solely for the benefit of the City of Edgewood and the Developer, and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

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

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

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

20. **Amendments to Development Agreement.** This Agreement may be amended in a manner consistent with the Code of Ordinance of the City of Edgewood. Additionally, notwithstanding the foregoing to the contrary, the obligations created pursuant to this Agreement shall not run with the land or be binding upon a single family residential end user or homeowner of a detached dwelling (“Homeowner”). The right to amend this Agreement gets “severed” to a Homeowner, and stays with the Developer unless the Developer assigns all of its right, title, and interest in and to this Agreement, and notifies the City of such assignment.

21. **Indemnification and Hold Harmless.** The Developer and its assigns and successors in interest shall indemnify and hold harmless the City from and against all claims, demand, disputes, damages, costs, expenses (to include attorneys’ fees or any fee for professional services whether or not litigation is necessary, and if necessary, both at trial and on appeal) incurred by the City as a result, directly of the use or development of the Subject Property and related to the terms of this Agreement except those claims or liabilities caused by or arising from the gross negligence or intentional acts of the City, its employees or agents. It is specifically understood by the parties that the City is not guaranteeing the quality of the use or development of the Subject Property, including but not limited to drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City. Notwithstanding the foregoing, the City acknowledges and agrees that upon the sale of the last home on the Subject Property, all of the Developer’s rights, obligations, responsibilities and liabilities under this Agreement shall automatically terminate.

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

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

As to Edgewood:

City of Edgewood, Florida
Attn: Bea Meeks, City Clerk
405 Bagshaw Way
Edgewood, Florida 32809-3406

As to Developer:

Baveria Holdings, LLC
Attn: Khaled Hussein
5200 Vineland Road
Orlando, Florida 32811

With a copy to:

Toll Bros., Inc.
Attn: Brock Fanning, Division President
2966 Commerce Drive, Suite 100
Orlando, Florida 32819

And:

Toll Bros., Inc.
Attn: Tom Smith
250 Gibraltar Road
Horsham, Pennsylvania 19044

And:

Akerman LLP
Attn: Carolyn R. Haslam
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801

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

24. **Effective Date.** This Agreement shall become effective on the date when the Agreement is executed by both parties.

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

[SIGNATURE BLOCKS APPEAR ON THE FOLLOWING PAGES]

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness:

[Signature]
Witness:

BAVERIA HOLDINGS, LLC, a Florida limited liability company
[Signature]
Khaled Hussein, Manager

STATE OF FLORIDA)
COUNTY OF ORANGE)

This instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 5th day of March, 2021, by Khaled Hussein, as Manager of Bavaria Holdings, LLC, a Florida limited liability company, to me known to be the person described in or who provided ~~XXXXXX~~ N/A as proof of identification and who executed the foregoing and he acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of March, 2021.

[Signature]
Notary Public



Attest:

CITY OF EDGEWOOD, FLORIDA

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

By: John Dowless
John Dowless
Mayor, City of Edgewood

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

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of February, 2021.

Sandra J. Riffle
Notary Public



EXHIBIT "A"

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

TOGETHER WITH

THE EAST 187.00 FEET OF THE FOLLOWING TRACT: BEGINNING AT A POINT 440 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, RUN THENCE EAST 352 FEET; THENCE SOUTH 1320 FEET TO THE SOUTH LINE OF THE SAID NORTHWEST ¼ OF THE NORTHWEST ¼; THENCE WEST ALONG THE SOUTH LINE OF THE SAID NORTHWEST ¼ OF THE NORTHWEST ¼ 352 FEET; THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

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

TOGETHER WITH

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

TOGETHER WITH

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

TOGETHER WITH

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

EXHIBIT "B"

[INSERT APPROVED LAND USE PLAN]

HOLDEN AVENUE PD DEVELOPMENT PLAN

ORLANDO, FLORIDA

RECEIVED

FEB - 9 2021



PARCEL ID#
 14-23-29-0000-00-004
 14-23-29-0000-00-005
 14-23-29-0000-00-062
 14-23-29-0000-00-064
 14-23-29-0000-00-063 &
 14-23-29-0000-00-042

FEBRUARY 8, 2021

LOCATION MAP:



LEGAL DESCRIPTION

LEGAL DESCRIPTION PARCEL A:
 THE WEST 160.00 FEET OF THE FOLLOWING TRACT BEGINNING AT A POINT 440 FEET EAST OF
 THE CORNER OF THE INTERSECTION OF THE WEST 160.00 FEET OF THE EAST 1/4 OF SECTION
 29, TOWNSHIP 23 SOUTH, RANGE 29 EAST, MERIDIAN EAST 352 FEET THENCE SOUTH 1520 FEET
 TO THE SOUTH LINE OF THE 540 NORTHWEST 1/4 OF THE NORTHWEST 1/4, THENCE WEST
 THENCE NORTH 1520 FEET TO THE POINT OF BEGINNING.
 LEGAL DESCRIPTION PARCEL B:
 THE EAST 167.50 FEET OF THE FOLLOWING TRACT BEGINNING AT A POINT 440 FEET EAST OF
 THE CORNER OF THE INTERSECTION OF THE WEST 160.00 FEET OF THE EAST 1/4 OF SECTION
 29, TOWNSHIP 23 SOUTH, RANGE 29 EAST, MERIDIAN EAST 352 FEET THENCE SOUTH 1520 FEET
 TO THE SOUTH LINE OF THE 540 NORTHWEST 1/4 OF THE NORTHWEST 1/4, THENCE WEST
 THENCE NORTH 1520 FEET TO THE POINT OF BEGINNING.
 N 500 FT OF W 100 FT OF E 526.7 FT OF NW1/4 (LESS N 30 FT RO R/W) OF SEC
 14-23-29-004
 N 500 FT OF W 305 FT OF E 426.7 FT OF NW1/4 (LESS N 155 FT OF E 125 FT &
 LESS N 155 FT OF W 126 FT & LESS N 30 FT FROM 60) SEC 14-23-29-005
 N 155 FT OF W 125 FT OF E 248.7 FT OF NW1/4 (LESS N 30 FT RO R/W) OF SEC
 14-23-29-062
 N 155 FT OF W 126 FT OF E 426.7 FT OF NW1/4 (LESS N 30 FT RO R/W) OF SEC
 14-23-29-064
 TOTAL AVERAGE 1.568 ACRES: MORE OR LESS

AVCON PROJECT NO.		2019-0099.15
DATE		02/08/2021
REVISIONS		
NO.	DATE	DESCRIPTION SHEETS

PROJECT TEAM:
OWNER:
 BAVERIA HOLDINGS LLC
 8671 CURRITUCK SOUND LN.
 ALTAMONTE SPRINGS, FL 32826
 (321) 656-7772
APPLICANT:
 KHALED HUSSEIN
 8671 CURRITUCK SOUND LN.
 ALTAMONTE SPRINGS, FL 32826
 (321) 656-7772
CIVIL ENGINEER:
 AVCON, INC.
 5555 EAST MICHIGAN STREET, SUITE 200
 ORLANDO, FL 32822
 (407) 599-1122
SURVEYORS:
 ALLEN & COMPANY
 16 EAST PLANT STREET
 WINTER GARDEN, FLORIDA 34787
 (877) 654-5565
 GARY A. BURDEN
 1537 S. HARMESSEE ROAD, SUITE 211
 ORLANDO, FL 32835
 (407) 694-2461

UTILITY PROVIDERS
SEWER:
 ORANGE COUNTY UTILITIES (OCU)
 9150 CURRY FORD RD.
 ORLANDO, FL 32825
 (407) 836-5515
WATER:
 ORLANDO UTILITIES COMMISSION (OUC)
 3800 GARDENIA AVE
 ORLANDO, FL
 (407) 423-9018



ENGINEER OF RECORD:
 RICHARD V. BALDOCCHI
 FL P.E. #38092

Sheet List Table

Sheet Number	Sheet Title
C000	Cover Sheet
C100	Project Survey
C101	Project Survey
C200	Aerial, Sinks, Topo & Flood Plain
C300	Land Use Plan
C301	Concept Plan
C400	Roadway Expansion and Diversion Plan
C401	Roadway Expansion and Diversion Plan
E-1001	Utility - Sewerage & Water
E-1002	Utility - Sewerage & Water
E-1003	Utility - Sewerage & Water
E-1004	Utility - Sewerage & Water
E-1005	Utility - Sewerage & Water
E-1006	Utility - Sewerage & Water
E-1007	Utility - Sewerage & Water
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E-1198	Utility - Sewerage & Water
E-1199	Utility - Sewerage & Water
E-1200	Utility - Sewerage & Water



ALLEN & COMPANY
 101 N. 10TH ST., SUITE 100
 MINNEAPOLIS, MN 55402
 (612) 338-7400 FAX (612) 338-7401

**BOUNDARY SURVEY
 OF
 THORNTON PROPERTIES**
 SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST
 COUNTY OF ST. LOUIS, MISSOURI

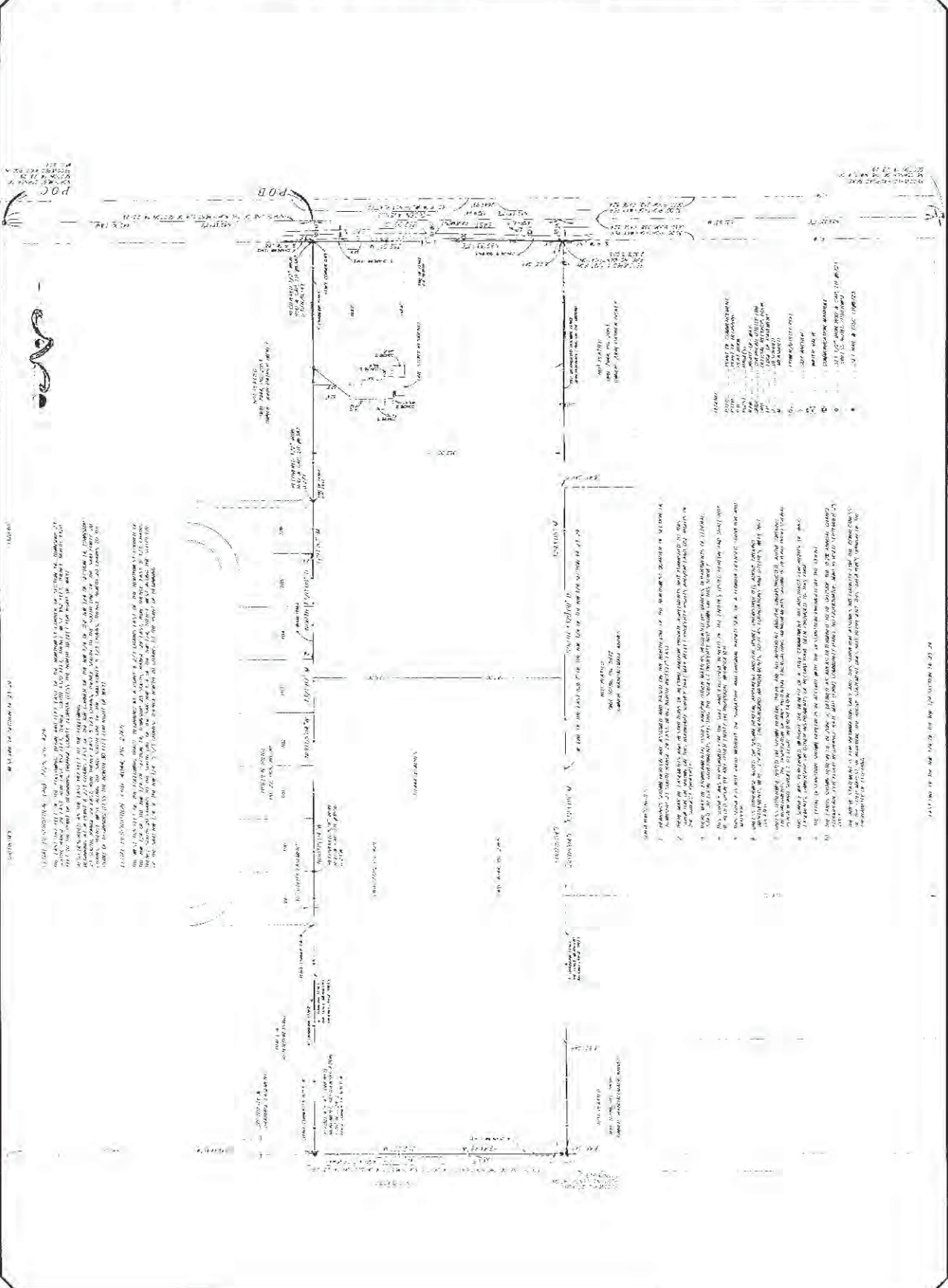
DATE OF SURVEY: 10/15/2014
 PROJECT NO.: 14-23-29-001

BY: [Signature]
 TITLE: SURVEYOR

NO.	DESCRIPTION	DATE
1
2
3
4
5
6
7
8
9
10

JOB # 14-23-29-001
 SHEET NO. 1 OF 1
 DATE: 10/15/2014
 DRAWN BY: [Name]
 CHECKED BY: [Name]

C100



SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ST. LOUIS COUNTY, MISSOURI
 BEING THE SURVEY OF THE THORNTON PROPERTIES, AS SHOWN ON SHEET 1 OF 1 OF THE SURVEY OF THE THORNTON PROPERTIES, SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ST. LOUIS COUNTY, MISSOURI, FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI, ON 10/15/2014, AT 10:00 AM, UNDER RECORD NO. 14-23-29-001.

ALL RIGHTS RESERVED BY ALLEN & COMPANY, INC. 2014

1. THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME ACCURATELY REPRESENTS THE ACTUAL BOUNDARIES OF THE THORNTON PROPERTIES AS SHOWN ON SHEET 1 OF 1 OF THE SURVEY OF THE THORNTON PROPERTIES, SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ST. LOUIS COUNTY, MISSOURI, FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI, ON 10/15/2014, AT 10:00 AM, UNDER RECORD NO. 14-23-29-001.

2. I AM A LICENSED SURVEYOR IN THE STATE OF MISSOURI AND I AM NOT PROVIDING THIS SERVICE AS AN EMPLOYEE OR AGENT OF ANY OTHER PERSON OR ENTITY.

3. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

4. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE VALIDITY OF THIS SURVEY.

5. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE ENFORCEABILITY OF THIS SURVEY.

6. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE INTERESTS OF ANY PARTY IN THIS SURVEY.

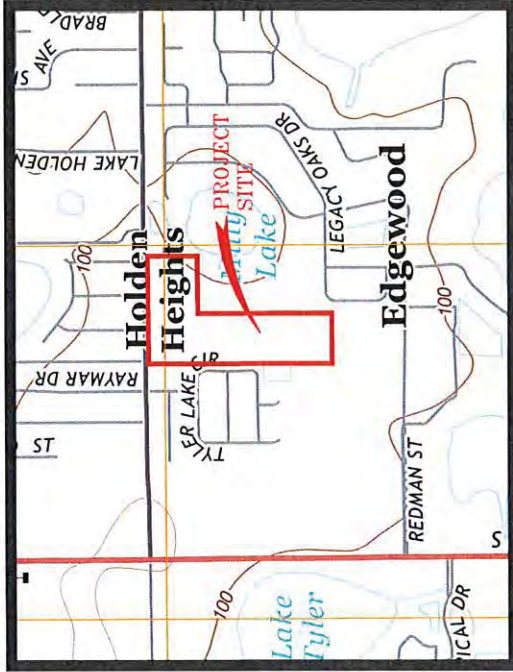
7. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE RIGHTS OF ANY PARTY IN THIS SURVEY.

8. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE OBLIGATIONS OF ANY PARTY IN THIS SURVEY.

9. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE LIABILITY OF ANY PARTY IN THIS SURVEY.

10. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE VALIDITY OF THIS SURVEY.

USGS TOPO MAP



AERIAL MAP



FLOOD MAP



SOILS MAP



- SOILS LEGEND
- 3 BASINGER FINE SAND DEPRESSIONAL, 0 TO 1 PERCENT SLOPES
 - 43 SEFFNER FINE SAND, 0 TO 2 PERCENT SLOPES
 - 48 TAVARES-URBAN LAND COMPLEX, 0 TO 5 PERCENT SLOPES
 - 99 WATER



AVCON, INC.
 11715 W. BAYVIEW BLVD., SUITE 100
 MIAMI, FLORIDA 33147
 CONTACT: (305) 441-1111 FAX: (305) 441-1112
 WWW.AVCON.COM

RICHARD V. BALDOCCHI
 P.E. #38092

LAND USE PLAN

HOLDEN AVENUE PD

AERIAL, SOILS, TOPO &
 FLOOD PLAN

SCALE:

DESIGNED BY: RVB
 DRAWN BY: BRE
 CHECKED BY: RVB
 APPROVED BY: RVB
 DATE: 02-08-2021

AVCON PROJECT No. 2019.0095.15

SHEET NUMBER

C200

EXHIBIT "C"
Holden Ave PD Architectural Guidelines

1. Front Façades

All homes shall be constructed as follows:

- a) **Mix of two of more building materials:** The front façade shall include a primary building material of either smooth or textured finished stucco and shall contain one or more secondary building material types, which may include but is not limited to: cement board siding, brick and or stone veneer. Cement board siding may include: board and batten, lap, and vertical or other design treatments. The following will not be allowed Aluminum siding, Vinyl siding, or Masonite on the walls. The purpose of this requirement is to create architecturally and aesthetically attractive construction. Developer shall propose a minimum and maximum percentage of primary and secondary materials during the Development Plan/Preliminary Subdivision Plan review.
 - b) **Articulated façade, avoiding a flat front:** For example, use of a porch entry or gables, or a step forward or back of the front entryway or step back of a front garage may be used for this articulation.
 - c) **No apparent roof penetrations:** Roof penetrations shall be restricted from being on the front of the house, i.e. boots and vent, skylights, etc.
 - d) **8 feet high front doors** shall be required.
 - e) **Architectural trim on windows:** Shutters and trim or other approved architectural treatment shall be used on first and second floor windows on the front façade of all residential structures.
 - f) **Outdoor lighting:** At a minimum, decorative outdoor light fixtures complementary to the architectural style of the home shall be provided in the front entryway and illuminating the garage door(s), in a manner which is symmetrical.
 - g) **Garage Door Width Maximum:** The garage door width shall not occupy more than 50% of the front façade width.
2. **Anti-monotony:** Homes on adjacent residential lots shall not have the same front façade, roof lines, and color schemes. An adjacent lot shall be defined as a lot or lots directly across the street, as well as one physically contiguous.
 3. **Side treatment.** Sides of a residential structure that face a road shall have the same style window treatments, and garage limitations as required for the front façade utilizing a mix of building materials consistent with paragraph 1(a), above.
 4. **Fascia and soffit material** may be cement board, vinyl, or aluminum.
 5. **First Floor Ceilings.** Will be a minimum of nine (9) feet high.
 6. **Garage doors** shall be upgraded from typical 16 panel door, which may include upgraded design, materials or other features and shall match the architectural style of the home.
 7. **Paver driveways** (a minimum of 18 feet wide) shall be provided on each lot.
 8. **The pedestrian walk** between the residence's front entry and the driveway or public sidewalk (whichever is provided) shall be pavers to match paver driveway.
 9. **Minimum of two (2) front elevations** (front façade and roof lines) shall be offered per floorplan. A minimum of 3 floor plans shall be offered.

10. **Fence location.** Fences on residential lots shall be located to the rear of the air conditioning compressor, water softeners or other equipment permitted in the side yard to allow for adequate access in the side yard.
11. **Residential lot landscaping** shall be required as follows
- a) A landscape bed at least three feet in depth shall to be installed along the front of the house and include at least a continuous evergreen shrub planting using a minimum 3-gallon container size of plant material. Accent or “tiered” material (e.g. shrubs, ground cover, perennials, etc.), in minimum 1 gallon containers, is encouraged to be used to enhance the 3-gallon material.
 - b) Landscape shall be used in front of the air conditioning compressor, water softeners or other equipment permitted in the side yard, with the same size standards required in the front of the house to hide the public’s view of the equipment.
 - c) A mulched area extending 12 inches from the home shall be provided around the perimeter of the home (to prevent weed eater marks). No Cypress mulch shall be used.
 - d) Shade tree in the front yard: One shade tree shall be planted in the front yard and located to achieve the intention of a tree lined street in the community. The location of the tree shall take into consideration the front building setback relative to the tree canopy, and the location of utilities and street lighting. Such tree shall be a minimum caliper of 3 inches at time of planting and may include (but are not limited to) the following species: Japanese Blueberry, Winged Elm, Simpson Stopper, Bottlebrush, Drake Elm, Florida Flame Maple, Tabebuia Ipe, Princeton Elm, Allie Elm, Sweetbay Magnolia and/or River Birch.
 - e) Rear Lot Tree: At least one shade tree shall be planted in the rear yard. Developer shall be given credit for any live oak preserved on a residential lot and such tree shall be counted for the rear lot tree on that lot in lieu of a new planting. Lot tree placement will be determined by Developer at the time of installation based on home orientation. Such tree shall be a minimum caliper of 2 inches at the time of planting and may include (but are not limited to) the following species: Japanese Blueberry, Winged Elm, Simpson Stopper, Bottlebrush, Drake Elm, Florida Flame Maple, Tabebuia Ipe, Princeton Elm, Allie Elm, Sweetbay Magnolia and/or River Birch.
 - f) Pervious areas of the lot not occupied by other landscaping and the pervious strip between the sidewalk and curb shall be sodded.

Sergeant Tim Cardinal - Healthcare Plan Request

Property and Disposal Property



Memo

To: Mayor Dowless and City Councilmembers Horn, Lomas, and Rader
From: Sandy Riffle, City Clerk
Date: February 15, 2024
Re: Property and Disposal Policy

The City's auditing firm, CRI, requested that the City provide a formalized Property and Disposal Policy.

Following is a draft of a proposed policy. I am requesting a recommendation for a minimum value on an item that would primarily include capital items and equipment. Permission from Council would be required before Items meeting that threshold are disposed of. I have put in a holder amount of \$1,000.00 but I have seen ranges from other cities' policies of \$1,000 to \$25,000.

My recommendation is for an amount near \$5,000 as \$25,000 is a large amount in proportion to City Hall's annual budget. Thank you for your consideration.

CITY OF EDGEWOOD

DISPOSAL POLICY – PROPERTY AND SUPPLY FUNCTION

The purpose of this order is to establish certain procedures of the accountability, disbursement, and control of City property.

This order consists of the following numbered sections:

- I. Purpose
- II. Definitions
- III. General
- IV. Responsibilities
- V. Inventory Control System
- VI. Methods of Disposal
- VII. City Officials and Employees
- VIII. Unauthorized Personal Scrapping, Recycling or Disposal of Trash or Junk
- IX. Examples of Surplus Property

I. PURPOSE

The purpose of this policy is to assure control and accountability for the disposal of surplus City assets. It is also to provide procedures for management and employees to follow in the disposal of surplus City assets.

II. DEFINITIONS

- Property- items that are owned, leased, or used by City Hall and its employees.
- Capital Items- all items with an original purchase cost over \$1,000.
- Expendable Items- items that are disposable in nature and may be commonly called supplies.
- Inspections- the process by which the agency equipment is systematically evaluated.
- Inventory - an accounting or cataloging of agency property in accordance with state law and directives regarding the quantity of goods or materials on hand.
- Surplus refers to goods, materials or equipment that has no known use to the operations of any City department within the next 12 to 24 month period and has been on hand for at least 12 months.
- Obsolete - goods, materials, or equipment that are out of date and no longer useful.
- Damaged goods, materials or equipment that are worn out from use, weather exposure and age.
- Scrap - material or parts that have no value except for their basic material content

- Audit- the examination of records and activities to ensure compliance with established controls, policies, and operational procedures.
- Computer and Electronic Data Storage Equipment- any equipment that contains electronic data, has contained electronic data, or is procured or managed by the Information Technology (IT) Department.

III. GENERAL

- A. The City Clerk has ultimate authority over the custody and disposal of all City Hall's property and supplies. This responsibility may be discharged through other designated personnel.
- B. "Surplus property" is defined as City-owned property that no longer is needed or has no practical use (hereafter "Surplus Property" or "Property").
- C. Surplus property shall be disposed of in accordance with this policy.
- D. It is critical to maintain a trail of documentation for audit purposes regarding the disposition of Property of the City of Edgewood (hereafter "City").

IV. RESPONSIBILITIES

- A. The method of disposal shall be determined by City Clerk or their designee in accordance with this Policy.
- B. The staff person with Property for disposal is responsible to provide information to the City Clerk or designee including a brief description and estimated value.
- C. The City Clerk or designee shall be responsible for coordination of the disposal process for all Property except as indicated below:
 1. Items purchased with grant funds shall be disposed of in accordance with applicable grant requirements.
 2. Computer and Electronic Data Storage Equipment shall be returned to the IT Manager for proper data wiping and disposal. This includes, but is not limited to Computers, Laptops, Tablets, Phones, Printers, Fax Machines, Copiers, Scanners, Monitors, and External Hard Drives.
 3. IT staff will wipe any data or configuration on the equipment as deemed appropriate by current IT standards.
 4. Flash memory devices, such as USB thumb drives or SD cards, may be disposed of by the individual department so long as the memory does not, nor has ever contained City data. If the device has contained City data, it shall be turned into the IT Department for proper wiping and disposal.
 5. Any optical media, including writable CD and DVD media, containing City data shall be disposed of using the City's shredding procedures.
 6. Any electronic data consisting of records covered by the record retention manual shall be retained until such time as noted in the record retention manual, where storing the records is no longer required or that the records have no further value.

V. INVENTORY CONTROL SYSTEM

- A.** City Hall shall have an inventory control system for equipment and property items issued to employees. The system shall be as follows:
1. Each employee shall receive an initial issue of equipment and/or materials consisting of what is needed by the employee to execute his/her job assignment.
 - a. The City Clerk shall issue the materials to the employee
 - b. The City Clerk or their designee shall be responsible for ordering the necessary supplies
 - c. The equipment issued shall be documented on the Checklist Form which the employee shall sign.
 - d. Checklist forms shall be placed on file in the employee's personnel file located in the office of the City Clerk.
 2. The procedure for the issuance of replacement items shall be as follows:
 - a. The employee shall request replacement items, not in stock, via the City Clerk
 - b. Needed items not in stock shall be purchased from the appropriate vendor by the City Clerk or designee.
 3. Employees who have resigned their position with the City shall turn in all agency-issued equipment and supplies.
 - a. The equipment shall be turned in to the City Clerk
 - b. The City Clerk shall note the return of the agency property on the employee's Equipment Checklist Form

VI. METHODS OF DISPOSAL

- A.** Upon review by the City Clerk or designee, the following methods will be considered for the disposal of surplus property:
1. Transfer to other departments:
 - a. Surplus Property may be transferred to another City department.
 - b. The departments involved in the transfer shall exchange purchase information, service manuals and service records and all other applicable information regarding the Property.
 2. Trade-in of Surplus Property:
 - a. Surplus Property may be used in trade if determined to provide maximum return for the City.
 - b. Sale of Surplus Property:
 - a. The Department representative shall provide an estimated value of the Surplus Property sought for sale to the City Clerk or designee.
 - b. Property estimated in excess of \$1,000 requires City Council approval prior to sale.

- c. Property estimated in value less than \$1,000 requires City Clerk or designee approval prior to sale.
3. Surplus Property may be sold by public auction, including public auctions of other government agencies.
 - a. Surplus Property may be sold at public auction if the quantity and types of Property on hand warrant such action.
 - b. The department in possession of the Property shall coordinate auctions with the City Clerk or designee.
 - c. It is the responsibility of the department with possession of the Property to provide administration and logistical support of the auction item/event. Any expense incurred in conducting the auction shall be deducted from the auction receipts.
 - d. Surplus property may be sold using internet auction sites.
 1. It is the responsibility of the department having possession of the Property to provide administration and logistical support of the auction item. Any expense incurred in conducting the auction shall be deducted from the auction receipts.
 2. If the Property does not sell after the auction, the City Clerk or designee will then determine the best method of disposal, as provided by this Policy.
 3. Surplus Property may be sold by soliciting written bids/quotations or other similar means (3 external bid minimum), all as approved by the CM's designee.
 - e. Cannibalizing:
 - a. Property may be disassembled and used for parts when this is the most cost-effective method of disposal for the City.
 - f. Transfer to Other Public Agency or Charity:
 - a. No Property shall be transferred to another public agency or charity before it is first offered to City departments, as outlined in section "A".
 - b. When the value of the Property is estimated at \$25,000 or less, the City Clerk or designee, shall approve its sale or transfer to another public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code, without competitive bid. Public agency means the State of Florida or any agency or subdivision thereof, any city, county, special district, or school district.

- c. When the value of the Property is estimated to be more than \$1,000 the sale or transfer to another Florida public agency without competitive bid shall be approved by the City Council.
- d. The transfer of Property, of any value, to a non-Florida public agency shall be approved by the City Council.
- e. Publication requirements do not apply when Property is transferred to another governmental agency.
- g. Property Having No Value:
 - a. Property that has no practical salvage or scrap metal value may be disposed of in the proper manner for the item.
 - b. If Property cannot be recycled or disposed of in the regular solid waste disposal process, departments shall take or make arrangements to take them to the appropriate disposal location.
 - c. No Property shall be given to or salvaged by City Officials or employees.

VII. City Officials and Employees:

- A. Employees shall be defined as any full-time or part-time/seasonal employee of the City.
- B. City Officials shall be defined as elected officials, council members, board members, and committee members (hereafter “City Officials”).
- C. City Officials and Employees are eligible to bid on Property listed for disposal in section III within this Policy unless specifically prohibited by State, Federal, or departmental guidelines (ie: police investigation related items or federally seized items).
- D. City Officials and Employees shall not bid on Property while acting in an official capacity of the City.

VIII. Unauthorized Personal Scrapping, Recycling or Disposal of Trash or Junk:

- A. Transferring, selling, donating, scrapping, recycling or disposing of Property by City Officials or Employees for personal gain or to benefit the interest of any person or party other than the City, including handling or disposal of trash or junk except as directed by City management personnel lawfully and duly authorized and designated to direct such activity, is strictly forbidden.
- B. City Officials and Employees shall not claim ownership of, give away, recover, or salvage any materials abandoned, disposed or stored upon City premises, including trash or other materials, placed in, upon or in the vicinity of recycling or collection cans, dumpsters or bins located on City premises, or collection or debris piles, or other City storage or disposal facilities or refuse sites, and including any such facility or site belonging to any City tenant. Furthermore, City Officials and Employees shall not obtain Property or the proceeds from the

disposal of Property designated for disposal as trash, scrap, or as recyclables, except as lawfully authorized by the City Manager. This prohibition includes giving any such Property or proceeds to any person or party other than for the duly authorized benefit and interest of the City of Urbandale, or authorizing any other person or party to accept, receive or take any such surplus property to benefit their own interest, except as provided herein above.

C. Disciplinary Action(s):

- 1.** Appropriate disciplinary action, up to and including termination, will be taken should an employee be found, through proper investigation, to:
 - a.** have failed to promptly remit to persons officially designated to receive proceeds, including cash or other consideration, from the sale of City Property, as defined herein, including the proceeds from the sale, scrapping or recycling of any such property belonging to City tenants;
 - b.** have failed, in the performance of their duties, to promptly place in appropriate City containers, bins, dumpsters, or other collection facilities, equipment or containers, or have received, taken, given away, collected, stored or retained in other than appropriate City containers, bins, or collection facilities, or dump sites, City scrap, recyclables, trash or any such Surplus Property belonging to City tenants;
 - c.** have engaged in selling, scrapping, recycling or handling of City Property in violation of this Policy or the Procedures set forth herein, including having engaged in any such activity for their personal interest or gain, or in aid of others doing the same for their respective interest or gain;
 - d.** have used City vehicles, facilities or equipment to collect, store, or transport Surplus Property to sites, locations, or facilities, including the facilities of scrap vendors or recycling centers, except as specifically directed by authorized City management, in accordance with this Policy and the Procedures set forth herein.
 - e.** have failed to notify his/her Department Director in a prompt and timely manner after having observed any individual engaging in any of the above-described act(s) or having learned that such act(s) were being committed by other City employees.

IX. Examples of Surplus Property (but not limited to):

- Automobiles/Vehicles
- Athletic and Sporting Equipment
- Bicycles
- Cabinets, Lockers, Bins

- Electronics
- Electrical Supplies
- Furniture
- Generators
- Lost and found Items
- Machinery & tools
- Miscellaneous Equipment
- Motorcycles
- Mowing Equipment
- Office Machines

GENERAL INFORMATION

CITIZEN COMMENTS

BOARDS AND COMMITTEES

STAFF REPORTS

City Attorney Smith

Discussion of Parking Ordinance Revisions

Police Chief DeSchryver

Edgewood Police Department
City Council Report
January 2024

	December	January
Residential Burglaries	1	0
Commercial Burglaries	0	0
Auto Burglaries	1	2
Theft	1	0
Assault/Battery	4	1
Sexual Battery	0	0
Homicides	0	0
Robbery	0	1
Traffic Accident	20	14
Traffic Citations	58	142
Traffic Warnings	81	173
Felony Arrests	4	0
Misdemeanor Arrests	6	4
Warrant Arrests	1	1
Traffic Arrests	2	3
DUI Arrests	1	1
Code Compliance Reports	20	35

Department Highlights:

- During the month of January, the Edgewood Police Department celebrated Officer Ron Beardslee’s retirement after 28 years dedicated to the Department. January 2nd was Officer Beardslee’s last working shift and January 6th was his retirement party.
- On January 17th Officer Scott Zane was presented with an award for his dedication as a founding treasurer and continued IT Support with the Gay Officers Action League of Central Florida (GOALcfl).
- At the end of January, the Department said goodbye to the final two Crown Victoria patrol vehicles as they were transported to George Gideon Auctions to be auctioned off.
- As of January 1st, the Edgewood Police Department has migrated from the previous RMS system (eForce) used for report writing to SmartCop which was given to the Department for use under a FDLE grant. This system is a free application and will hopefully help the agency with automatically reporting yearly statistics to the State of Florida.

City Clerk Riffle

MAYOR & CITY COUNCIL REPORTS

Mayor Dowless

County Installing No Wake Signage on the Lake

Council Member Rader

Council Member Lomas

Council President Horn

ADJOURN