



CITY COUNCIL REGULAR MEETING

City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, October 21, 2025 at 6:30 PM

AGENDA

Welcome! We are very glad you have joined us for today's Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however, **a five (5) minute limit** has been set by Council. Large groups are asked to name a spokesperson. **Robert's Rules of Order** guide the conduct of the meeting. **Please silence all cellular phones and pagers during the meeting.** Thank you for participating in your City Government.

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

B. ROLL CALL & DETERMINATION OF QUORUM

C. PRESENTATIONS AND PROCLAMATIONS

1. Week of Family Proclamation 2025
2. FMIT Insurance Update
3. C-PACE Program

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. September 16, 2025 City Council Meeting Minutes
2. September 22, 2025 2nd Budget Hearing Meeting Minutes

E. ORDINANCES (FIRST READING)

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

1. Ordinance 2025-06: Small Scale Comp Plan Amendment Waterwitch
2. Ordinance 2025-08: ECD Mixed Use & Activity Node Bonus

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. Decommission of Vehicle #68
2. Resolution 2025-05: C-PACE Program

I. GENERAL INFORMATION

J. CITIZEN COMMENTS**K. BOARDS & COMMITTEES****L. STAFF REPORTS**

City Attorney Smith

Police Chief DeSchryver

1. Chief's Report September 2025

City Clerk Riffle

1. Clerk Riffle's Report 9-15 thru 10-14

M. MAYOR AND CITY COUNCIL REPORTS

Mayor Dowless

Council Member Lomas

Council Member McElroy

Council Member Rader

Council Member Steele

Council President Horn

N. ADJOURNMENT**UPCOMING EVENTS & MEETINGS**

Friday, October 24, 2025.....Trunk or Treat 6:00-8:00 PM

Monday, November 10, 2025.....Planning & Zoning Meeting 6:30 PM

Tuesday, November 18, 2025.....City Council Meeting 6:30 PM

Friday, December 5, 2025.....Santa Fly-In Event 6:00-8:30 PM

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



Proclamation

WHEREAS, the City of Edgewood is blessed with strong families who form the foundation of our community's cultural, social, and spiritual life; and

WHEREAS, the City recognizes that when families are supported by their community, children and future generations thrive; and

WHEREAS, Orange County's *Week of the Family* celebrates its 22nd year with the theme "**Families Support Each Other**," promoting connection through education, wholesome activities, and community service; and

WHEREAS, this year's celebration will take place from **November 1 through November 8, 2025**; and

WHEREAS, the City of Edgewood proudly joins Orange County and other local governments in recognizing the vital role families play in building strong, caring communities;

NOW, THEREFORE, I, **John Dowless**, Mayor of the City of Edgewood, Florida, on behalf of the City Council, do hereby proclaim the week of **November 1 through November 8, 2025**, as

"The Week of Family"

in the City of Edgewood, Florida, and encourage all residents to celebrate and support the families that strengthen our community.

IN WITNESS WHEREOF, I have hereunto set my hand this **21st day of October, 2025**.

City of Edgewood

Attest:

John Dowless, Mayor

Sandra Riffle, City Clerk

FMIT Insurance Update



RENEWAL QUOTE FOR 2025-2026

City of Edgewood
FMIT 0159

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$0	\$2,000,000	\$30,502
Cyber Liability	\$0	\$1,000,000	\$1,701
Automobile Liability	\$0	\$1,000,000	\$4,034
Automobile Physical Damage	Per Schedule		\$6,961
Property	\$1,000	\$2,060,170	\$12,258
Named Storm Deductible	5.00%		
Workers' Compensation	\$0	Total Payroll	
Experience Modification	1.44 10/1/25	\$1,387,900	\$37,213
Total Premium:			\$92,669
Service Fee:			\$12,000
TOTAL NET PREMIUM			\$104,669

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

FMIT will offer a fixed 2-year rate guarantee for General/Professional Liability, Automobile, and Property coverage lines. Changes in exposure information, coverage lines and limits, or scope of risks will impact the premiums. In the event of Member cancellation of any line of coverage within the current coverage year or subsequent coverage year, Member shall owe the greater of sixty (60) days of fully earned premium for all cancelled line(s) of coverage or the amount calculated pursuant to any other cancellation provisions specified in the coverage agreement.

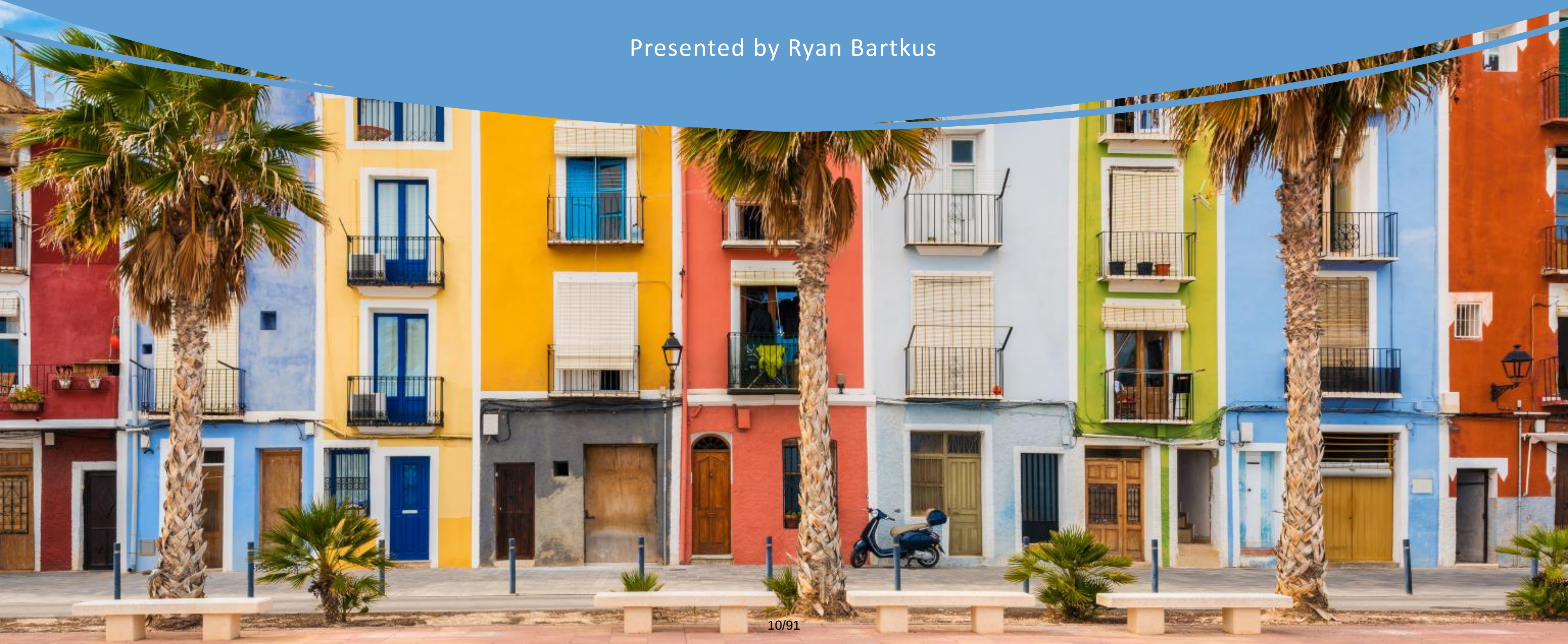
The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

*Please see next page for options if applicable.

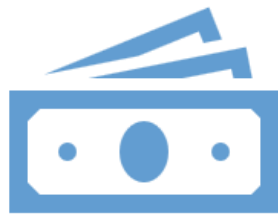
C-PACE Program

FDFC Commercial PACE Program

Presented by Ryan Bartkus



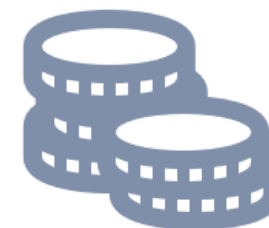
What is Commercial PACE?



**Private capital
financing program**



**Repayment
through voluntary
assessment**



**Drives local
economic
development**



**Improves
commercial
buildings**

How It Works



**Property Owner Applies
(voluntary program)**



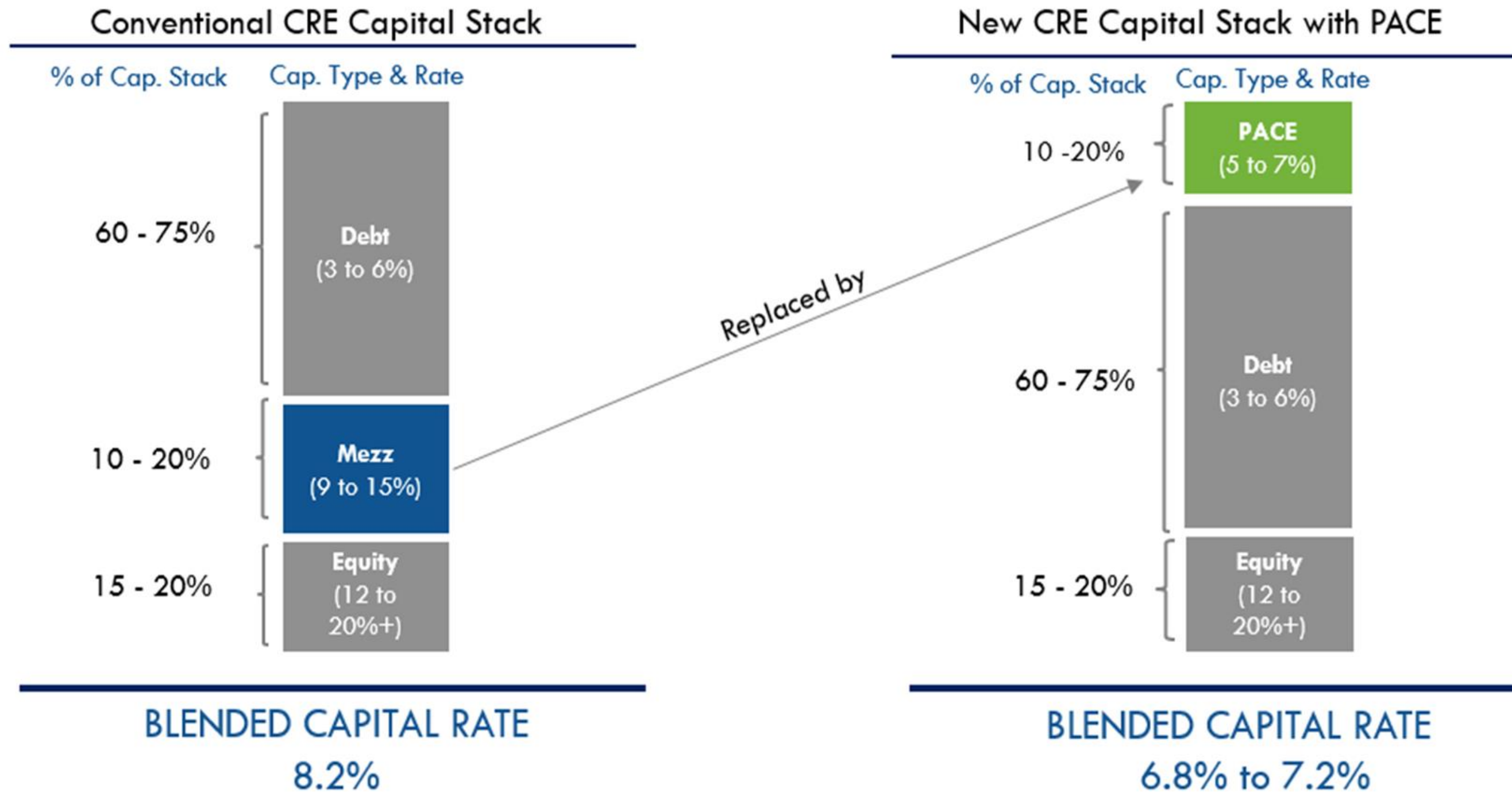
Project Qualified



**Qualified Improvements
Installed**



Repayment on tax bill



Cost of Capital Reduction

Qualifying Improvements



Energy Efficiency: HVAC, lighting, insulation, windows



Renewables: Solar PV, storage, geothermal



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



Water Conservation: Low-flow systems, irrigation



Turn-Key Program Administrator

About FDFC

Created in 1993

Interlocal Agreements

Tax-Exempt Bonds

Commercial PACE Notes



Special District

About FRED

Separate legal entity
163.01(7)

Levy and collection
authority

ILA and Services
Agreements

PROGRAM HISTORY

2014

- **Program Development**

2016

- **Special District (FRED)**

2018

- **Initial Assessments**

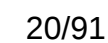
2020

- **Program Transition**

Present

- **50+ Closed Projects**

37 Counties and 229 Municipalities



Property Owner Benefits

100% Financing

Transferable

Off-Balance Sheet

Not subject to Acceleration

Delayed Payments

Decreases Operating Costs

Local Government Benefits

No Cost Turn-Key Program

Improves Properties

Increases Property Tax Revenue

Stimulates Local Job Creation

Promotes Economic Development

Decrease Energy and Water Consumption

Example Closed Projects



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

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

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

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

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

Next Steps



Adopt Resolution



Execute ILA



Services Agreements

Questions?

Thank You!

Ryan Bartkus

Senior Director, FDFC

Phone: 407-276-4223

rbartkus@fdcbonds.com

CONSENT

AGENDA



CITY COUNCIL MEETING & FINAL BUDGET HEARING FY 2025/2026

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

DRAFT MINUTES

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

Council President Horn called the meeting to order at 6:30 pm. He gave an invocation and then led the Pledge of Allegiance.

B. ROLL CALL & DETERMINATION OF QUORUM

City Clerk Riffle confirmed a quorum with Mayor Dowless and all Councilmembers present.

Elected Officials Present:

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

Staff Present:

Sandra Riffle, City Clerk
Dean DeSchryver, Police Chief
Miguel Garcia, Deputy Police Chief
Ellen Hardgrove, City Planner
Drew Smith, City Attorney

C. FINAL BUDGET HEARING FISCAL YEAR 2025/2026

Attorney Smith read Ordinance 2025-10 in title only.

Due to a typographical error in the TRIM advertisement, the final budget hearing was tabled to Monday, September 22, 2025, at 6:00 pm.

Council President Horn made a motion to table the final budget hearing for fiscal year 2025-2026 until Monday, September 22, 2025, at 6:00 pm. Seconded by Councilmember Rader. The motion was approved by roll call vote (5/0).

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

D. CONSENT AGENDA

1. August 12, 2025 2nd Budget Workshop Meeting Minutes

2. August 19, 2025 City Council Meeting Minutes

Clerk Riffle said that Councilmember Lomas requested a correction to her report in the August 19, 2025, regular meeting minutes. The amended minutes will reflect that the information was reported by DOGE rather than that DOGE attended the Community Action Board meeting.

Councilmember Rader made a motion to approve the consent agenda with corrections; seconded by Councilmember Lomas. The motion was approved by voice vote (5/0).

E. ORDINANCES (FIRST READING)

1. Ordinance 2025-06: Small Scale Comp Plan Amendment Waterwitch

Attorney Smith read Ordinance 2025-06 in title only.

Planner Hardgrove reported an error in the original Future Land Use Map designation for the Waterwitch subdivision. The subdivision was incorrectly marked as medium density and should have been designated as Low Density. The Local Planning Authority recommended approval for the change from Medium to Low Density.

There was no public comment.

Councilmember Rader made a motion to approve Ordinance 20205-06; seconded by Councilmember McElroy. The motion was approved by roll call vote (5/0).

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

2. Ordinance 2025-08: ECD Mixed Use & Activity Node Bonus

Attorney Smith read Ordinance 2025-08 in title only.

Planner Hardgrove said the proposed ordinance is intended to accomplish two key goals: To clarify the ECD Mixed Use Residential permitted use and to clarify the standards for an ECD Activity Node Bonus.

The activity nodes are intended to be dynamic, mixed-use centers that promote transit-oriented, pedestrian-friendly environments.

She said she wanted to clarify what the term "mixed use residential" means and how it can be achieved. The requirements are not included in the current code. The Planning and Zoning Board's (P&Z) recommendations are included in the proposed ordinance.

Mixed use for a non-activity center, which is 25 units per acre or less, must be residential plus one other use. Uses include retail, non-drive-through casual, sit-down restaurant, personal services, movie or live theaters, offices, and live-work units and must have a minimum of 2,000 square feet of combined commercial use. ADA compliant restrooms must be included in the commercial space. In the live-work units, the front is commercial with a residence in the back or downstairs commercial and upstairs residential.

Planner Hardgrove's initial recommendation was for 65% non-residential; however, P&Z recommended 35% so that the commercial would be more likely to be active.

Nonresidential space can be located on the ground floor, or the business owner can come before the Council and request to locate on the plaza.

Responding to Councilmember Steele, Planner Hardgrove said developers would have to submit a parking management plan when they come in for site plan approval and they will provide both commercial and residential parking.

To qualify to be mixed use, a non-activity node can have a maximum of 25 units per acre; P&Z recommended 6 percent of the lot be dedicated to commercial space. Using an example, Planner Hardgrove said this is reasonable. If retail is aligned with the frontage, 6 percent can be done, including setbacks and drive aisles.

If a developer creates an Activity Node, they are allowed up to 80 units an acre using mixed uses, streetscapes and other uses to make it a destination. Activity Nodes must have at least two uses.

Restaurant inclusion is important. P&Z thought it should be a requirement to prohibit drive-through fast food. Restaurants can be casual but must provide seating for dining. They also must be tenant ready.

Councilmember Steele said that if impact fees are not paid prior to a business moving in, they are not tenant ready. Planner Hardgrove said she would investigate that.

Councilmember Rader said he supports a combination concept such as The Yard development has.

In response to Councilmember Steele, Planner Hardgrove said they will discuss live-work space. The City cannot control the residential leases. Attorney Smith said the City is pre-empted. Planner Hardgrove said there can be requirements and restrictions on the commercial uses and spaces.

Councilmember Steele said she would like a list of allowed uses.

For live-work space, the commercial location must be on the ground floor for multiple story buildings or be located in the front for single level structures. Residential kitchens are not permitted in the workspace. Transient rentals are also not permitted.

In response to Councilmember Rader, Attorney Smith said there is no longer a public process for platting. The platting process is separated from the subdivision process. Attorney Smith also said that property lines are based on the project. Platts are carved out but the property line is for the project.

Public Comment

John Moccio, an Edgewood business owner, stated his concerns. City is making changes with new criteria that will affect property owner and devalue his property.

Planner Hardgrove stated this process does not make it more prohibitive to build in the ECD, it is actually providing more choices. She said the vision for the ECD has not changed.

Councilmember Rader said this actually lowers the threshold for an Activity Node. It creates density on a property to overcome the cost of the form of development. He said uses are not being removed.

Mr. Moccio said this seems unachievable and Edgewood will have status quo because people don't want to pay to develop the properties.

Attorney Smith responded that the City is increasing the marketability of the lots and by trying to overcome ambiguity.

Mayor Dowless said he has started to meet with consultants to market property in Edgewood to bring in better and more potential business and clients.

Planner Hardgrove summarized changes: Add grease trap requirements for restaurants and hours of operation for live-work locations. Councilmember Steele suggested a minimum of 2,500 square feet for restaurants instead of 3,000 square feet. The commercial portion of a live-work unit must have a Business Tax Receipt (BTR).

Council President Horn clarified that the live-work space is an option, not a requirement.

Planner Hardgrove said a property manager is not responsible for managing the commercial part of a live-work space. It is more important to ensure that a space meets the commercial requirement than the residential requirement. Attorney Smith said the live portion cannot take over the commercial space. It does not become live-live.

Councilmember Rader made a motion to approve Ordinance 2025-08 with amendments; seconded by Councilmember Steele. The motion was approved by roll call vote (5/0).

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

F. PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)**1. Ordinance 2025-07 Live Local Act**

Attorney Smith read Ordinance 2025-07 in title only. He said the Ordinance is for the City to be in conformance with State Statutes on Live Local.

Councilmember McElroy stated that it is required that mortgage holders execute and record a subordination of their lien interest. He sees that it will be an issue.

Attorney Smith responded that the lien interest is subordinate to the declaration so that the declaration survives if a property is foreclosed and does not impair the ability to collect.

There was no public comment.

Councilmember Lomas made a motion to approve Ordinance 2025-07; seconded by Councilmember Steele. The motion was approved by roll call vote (5/0).

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

2. Ordinance 2025-09 Platting Amendment

Attorney Smith read Ordinance 2025-09 in title only.

This Ordinance is in response to legislation from the last session that removed platting from the public process to an administrative process. This does not include removing the public from subdivisions; only the platting process.

There were no public comments.

Councilmember Rader made a motion to approve Ordinance 2025-09; seconded by Councilmember Lomas. The motion was approved by roll call vote (5/0).

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

G. UNFINISHED BUSINESS**H. NEW BUSINESS****I. GENERAL INFORMATION**

J. CITIZEN COMMENTS - none**K. BOARDS & COMMITTEES****L. STAFF REPORTS****City Attorney Smith**

Attorney Smith stated that the District Court of Appeals issued a ruling overturning the open carry ban. Business owners still have the right to prohibit firearms on their property, but there is no prohibition on government property. Local governments are completely preempted by this ruling.

Chief DeSchryver read from the Daniels decision on firearms and said the police can arrest those who handle weapons inconsiderately or dangerously, or while intoxicated, but may not arrest based solely upon a past history of illegal drug use.

Police Chief DeSchryver**1. Chief's Report August 2025**

Chief DeSchryver reviewed his report.

- He said EPD has transitioned to the new weapons.
- Officer White returned from deployment and has undergone retraining with Officer Lafan.
- EPD hired a new officer, Abe Class, who also attended the training.
- At a traffic stop, Officer Barretto found about 600 grams of cannabis.
- Officer Tejada arrested a driver who was driving 102 mph on Orange Avenue. Chief DeSchryver stated that any speed exceeding 50 mph over the speed limit is now considered a misdemeanor.
- He passed out new challenge coins designed by Officer Lafan.

City Clerk Riffle**1. Clerk Riffle's Report 8-19 through 9-12-2025**

Clerk Riffle reviewed her report with City Council:

- The City has completed all FEMA requirements and submitted the necessary documentation for Hurricane Milton. Staff are waiting for FEMA's decision regarding reimbursement for debris hauling.
- To date, 186 businesses (almost 50% of all registered) have renewed BTRs. Renewal notices were sent by email and USPS.
- City staff have confirmed the dates for our upcoming events:
- During Clerk Riffle's intermittent absences in September, due to a personal emergency, Brett and Ashley successfully managed daily operations at City Hall and effectively handled urgent business matters.

M. MAYOR AND CITY COUNCIL REPORTS**Mayor Dowless**

- Mayor Dowless and Clerk Riffle met with Duke about the stub poles remaining on the public rights of way (ROWS). The remaining poles are those occupied by MCI and Spectrum, who have yet to vacate the old poles.
- Changing LED lighting will save the City a small amount per month. There are still several sodium vapor lights that need to be converted to LED lights.
- The tri-county FLC event scheduled for Thursday, September 18th, was cancelled.

Council Member Lomas – no report

Council Member McElroy – no report

Council Member Rader

- Councilmember Rader reported a sign spinner on the sidewalk to which Attorney Smith said a sidewalk is a free speech zone and a commercial business has the same rights as everybody else.
- Attorney Smith said there are definitions for uses and Planner Hardgrove confirmed that tobacco, e-cigarette and vape shops are prohibited.
- Councilmember Rader updated the Council on the GIS project. The Planning Council may have an offer of \$1,000 a year to cover storage and use. He also noted the the GIS map will have a public fronting use.

Council Member Steele – no report

Council President Horn - no report

N. ADJOURNMENT

Councilmember Lomas made a motion to adjourn the meeting at 8:35 am.

Richard A. Horn, Council President

Attest:

Sandra Riffle, City Clerk



CITY COUNCIL FINAL BUDGET HEARING

City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Monday, September 22, 2025 at 6:00 PM

DRAFT MINUTES

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

Council President Horn called the meeting to order at 6:02 pm. He asked for a moment of silence and then led the Pledge of Allegiance.

B. ROLL CALL & DETERMINATION OF QUORUM

Clerk Riffle confirmed there was a quorum with Mayor Dowless and four Councilmembers present. Councilmember Rader participated by phone but did not vote at this hearing.

Elected Officials Present:

John Dowless, Mayor
Richard A. Horn, Council President
Susan Lomas, Councilmember
Casey McElroy, Councilmember
Beth Steele, Councilmember

Staff Members Present:

Sandra Riffle, City Clerk
Dean DeSchryver, Chief of Police
Drew Smith, City Attorney

Absent:

Chris Rader, Council President Pro-Tem
(participated by phone)

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

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

AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES UPON THE ASSESSED REAL AND BUSINESS PERSONAL PROPERTY TAX ROLLS FOR THE FISCAL YEAR 2025/26, BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026 AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Smith read Ordinance 2025-10 in title only.

There was no public comment.

Council President Horn moved to adopt Ordinance No. 2025-10, setting the City of Edgewood's millage rate for Fiscal Year 2025/2026 at 5.250 mills, which represents a 7.760 percent increase over the roll-back rate of 4.872 mills. The motion was seconded by Councilmember Lomas and was approved by roll call vote (4/0).

Mayor Dowless noted that two public budget workshops were held before the two hearings. This is the fourth budget meeting for fiscal year 2025/2026.

Lomas, McElroy, Rader, Steele, Horn 4/0

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

Attorney Smith read Resolution 2025-04 in title only.

Mayor Dowless noted that there was an adjustment of approximately \$2,000 to the Police Department's budget. He also stated that he may have negotiated a better insurance rate than FMIT, which will save money.

There was no public comment.

Council President Horn said that the budget will transfer \$77,000 from reserves; however, this is money that taxpayers have already paid, and they do not wish to raise taxes.

Councilmember Lomas moved to adopt Resolution No. 2025-04. adopting the City of Edgewood's budget for fiscal year 2025/2026. The motion was seconded by Councilmember Steele, and the motion was approved by roll call vote (4/0).

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

CITIZEN COMMENTS

There were no citizen comments.

D. ADJOURNMENT

Councilmember Steele made a motion to adjourn the meeting at 6:07 pm.

Richard A. Horn, Council President

Attest:

Sandra Riffle, City Clerk

ORDINANCES

(FIRST READING)

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

Ordinance 2025-06: Small Scale Comp Plan Amendment Waterwitch



TO: City Council
XC: Sandy Riffle, City Clerk
Brett Sollazzo, Administrative Project Manager
Drew Smith, City Attorney
FROM: Ellen Hardgrove, AICP, City Planning Consultant
DATE: October 13, 2025
SUBJECT: Ordinance 2025-06 Waterwitch Cove Subdivision Future Land Use Map Amendment

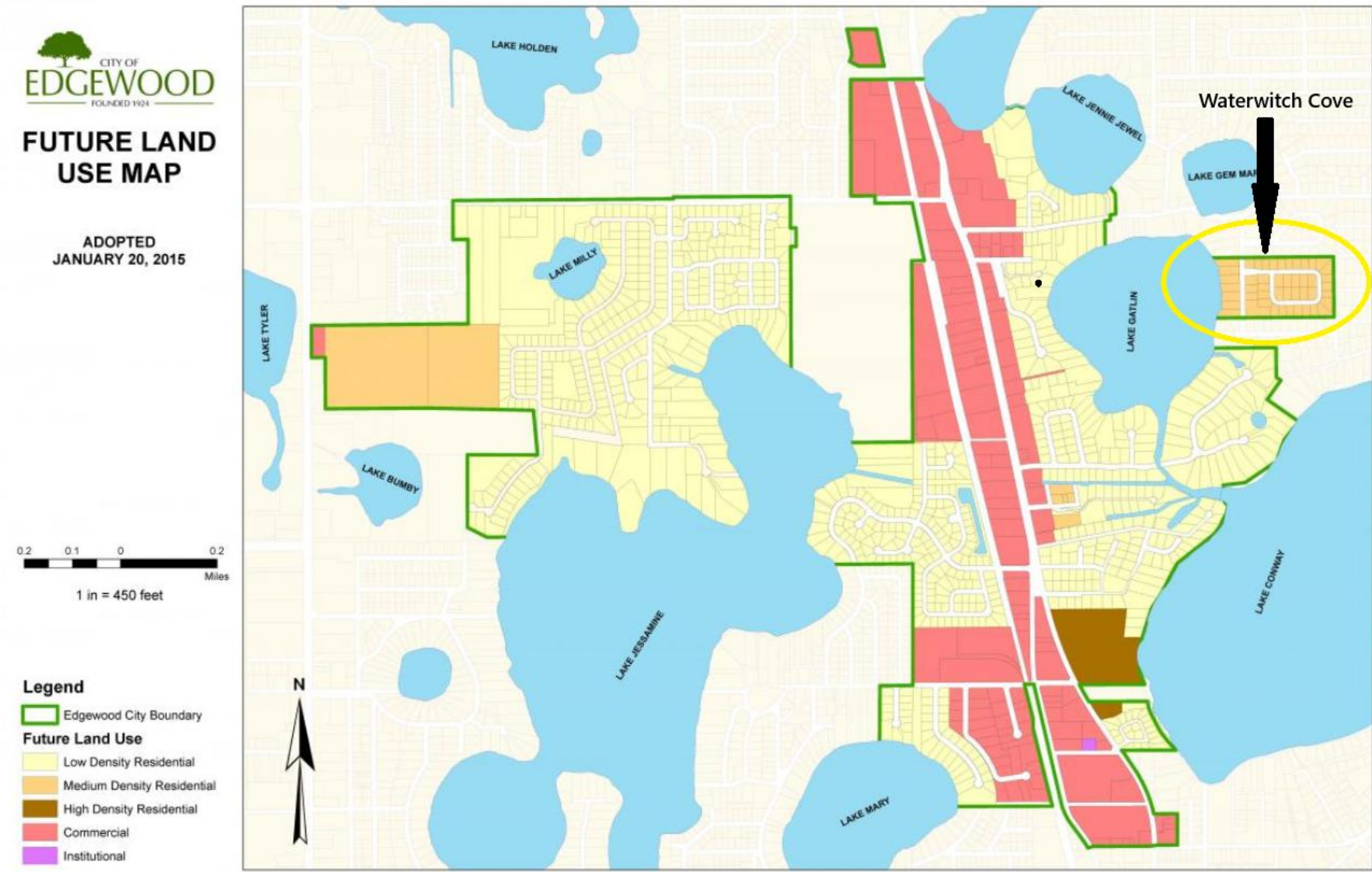
This agenda item is the second reading of a proposed small-scale amendment to the City of Edgewood's Future Land Use (FLU) Map. The purpose of this amendment is to correct a historical error within Comprehensive Plan Amendment 93S1 (Ordinance No. 93-391) and align the future land use designation of the Waterwitch Cove Subdivision with the intended and appropriate density for the area. This proposed change will ensure consistency with the subdivision and surrounding land uses and the City's Comprehensive Plan. There have been no changes to the ordinance since the first reading.

Suggested Motion: Approval of a small-scale comprehensive plan amendment to change the Future Land Use Map designation for the Waterwitch Cove Subdivision from Medium Density Residential to Low Density Residential.

Attachment

- Map illustrating the Waterwitch Cove Subdivision and its current FLU designation.

2025 Future Land Use Map



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

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

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

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

WHEREAS, the City Council of the City of Edgewood hereby finds and determines that this Ordinance is internally consistent with the goals, objectives and policies of the City

of Edgewood Comprehensive Plan and other controlling law to include, but not limited to, Chapter 163, Florida Statutes, and the provisions of the State Comprehensive Plan as codified at Chapter 187, Florida Statutes.

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

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

Section 2: Small Scale Comprehensive Plan Amendment – Future Land Use Map: Ordinances adopting and amending the Comprehensive Plan of the City of Edgewood, Florida, are hereby amended to designate the landward portion of the Waterwitch Cove subdivision, Plat Book 33, Page 34 Orange County records, as Low Density Residential;

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

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

Section 5: If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

PASSED AND ADOPTED this ____ day of _____, 2025, by the City Council of the City of Edgewood, Florida.

John Dowless, Mayor
City of Edgewood

Attest:

Sandra Riffle, City Clerk
City of Edgewood

Ordinance 2025-08: ECD Mixed Use & Activity Node Bonus



Date: October 13, 2025
To: City Council
From: Ellen Hardgrove, City Planning Consultant
XC: Drew Smith, City Attorney
Sandy Riffle, City Clerk
Brett Sollazzo, Administrative & Permitting Manager
Re: Proposed Ordinance 2025-08: Criteria for Mixed Use Residential and ECD Density Bonuses

This is the second reading of the ordinance that intends to clarify the ECD regulations related to the Mixed Use Residential permitted use and achieving the Activity Node bonus. How can a density of more than 25 units per acre be achieved? What is Live/Work Unit? The highlighted text of the ordinance reflects changes made based on the discussion at the first reading. To summarize the ordinance, the ordinance answers three questions: What are the design standards of a Mixed Use Residential Development?

WHAT ARE THE DESIGN STANDARDS OF A MIXED USE RESIDENTIAL DEVELOPMENT? By right, this use is allowed at a maximum density of 25 units per acre. The required mix of uses is residential plus at least one of the following:

- Retail
- Tenant-ready Restaurants (including utility connections (e.g., water, gas, electricity) and proper infrastructure for commercial kitchen ventilation (hood systems) and grease trap).
- Personal service
- Office
- Live/work units, however, they may not exceed 35% of the required minimum non-residential building square footage.

Each of these uses must equal a minimum 2,000 square feet, which may be met through one or more tenants.

The total nonresidential building square footage for development densities of 25 units per acre or less must be equal to 6% of the total site area. The nonresidential uses must be physically within the residential building and must have a public-facing facade and entrance on one of the following:

1. An arterial street;
2. An Internal Street Designed to Accommodate Active Commercial Uses when meeting the following design criteria; or,
3. A Public Plaza that meets the design criteria.

If the plaza location is used, the plaza must have a minimum of 50 feet of frontage on the People Space or an Internal Street Designed to Accommodate Active Commercial Uses (Internal Street) and if a property includes lake frontage, the required plaza must also include at least 75 feet of lake frontage.

The nonresidential uses must have a minimum contiguous facade frontage of 50 feet along the plaza edge.

Timing of required nonresidential square footage is regulated: A Certificate of Occupancy (CO) for any residential unit shall not be issued until the required minimum non-residential square footage is fully constructed.

HOW CAN A DENSITY OF MORE THAN 25 UNITS PER ACRE BE ACHIEVED? A density greater than 25 units per acre is achieved by creating an Activity Node—an “identifiable place” intended to generate pedestrian activity. In addition to the Mixed Use Residential criteria, the following enhanced standards must be met.

For the mix of uses, in addition to residential, each development must include a Tenant Ready-Restaurant, plus at least one other non-residential uses for the 25 units/acre developments. The Tenant-Ready Restaurant must be at least 2,500 square feet, fast-casual or full-service. Drive-thru/up restaurants are prohibited in the Activity Node.

At least one public plaza is required. Over 10 acres, two are required. Each plaza must be at least 0.30 acre. If the development site is greater than five acres, each plaza must be 0.3 acre plus an additional 2,500 square feet for each gross acre over five acres. If two plazas are required, they must be distributed equally within the development, although the developer may request to aggregate the space into a single, larger plaza if it better meets the goals of the ECD. In addition to the trees and seating, the Activity Node plaza must include a water feature or fountain as a focal point.

The development design can take advantage of a reduced front setback of 18 feet (vs. 25 feet). This option requires the public sidewalk to be 13 feet wide and located directly adjacent to the building fronting the road. The remaining 5-foot-wide strip between the sidewalk and the right-of-way must be landscaped with ground cover and street trees.

There is also a requirement for the site to be divided by a car and/or pedestrian way if its arterial frontage exceeds feet from a street intersection.

The density bonus is achieved by providing a higher percentage of nonresidential square footage, as follows:

Achievable Density	Nonresidential Minimum Square Feet Component
26-60 units/acre	8% of site area
61-80 units/acre	10% of site area

WHAT IS A LIVE/WORK UNIT?

A "live/work unit" is a single integrated space combining both residential and non-residential uses. The unit must be located on the ground floor, with its primary frontage and entrance on an arterial street, an Internal Street, or public plaza. The unit's workspace must be in the front portion, with the residential component located either above or to the rear of the workspace.

The non-residential portion must be a minimum of 50% of the unit's total square footage and be physically separated from the residential area by a lockable door from both sides. The workspace may not contain bedrooms, residential kitchens, or showers, but it must include an ADA-compliant sink and toilet. For two-story units, the residential portion must be located entirely upstairs.

Standards are established to ensure their function as both a residence and a legitimate business space. The resident/leasee of the unit must obtain a City Use Permit and a Business Tax Receipt for the business conducted within the unit.

The workspace must be used solely for business functions and cannot be used for residential storage or living quarters. Furthermore the following uses are prohibited in the unit: transient or lodging rentals, storage facilities, or staffing agency that recruits and hires employees to work for other companies on a temporary, temporary-to-hire, or permanent basis.

The business in the unit must be open to the public and serve customers during regular business hours, defined as a minimum of 20 hours per week between 9:00 AM and 8:00 PM, Monday through Saturday.

The property manager or owner is responsible for ensuring that the non-residential uses conducted on the property adhere to these standards. This may be accomplished through a lease agreement or other binding legal means, which must clearly communicate these specific operational and use restrictions to the occupant.

END

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF EDGEWOOD FLORIDA
AMENDING CHAPTER 134, ARTICLE IV, DIVISION 12, "EDGEWOOD
CENTRAL DISTRICT" TO CLARIFY AND EXPAND THE DEFINITION
OF "MULTI-DWELLING RESIDENTIAL BUILDINGS WHEN
INCLUDED AS ONE COMPONENT OF A MIXED USE MASTER
DEVELOPMENT PLAN SUBMITTED WITH THE APPLICATION,
EITHER HORIZONTAL OR VERTICAL MIX," AND TO DEFINE THE
REQUIREMENTS FOR ACHIEVING DEVELOPMENT BONUSES,
PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS
AND AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood seeks to promote the achievement of the goals and vision of its districts, encouraging high-quality development that might otherwise be economically unfeasible; and

WHEREAS, the establishment of a development bonus system provides a mechanism to incentivize increased development intensity in a manner consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, such a system fosters public and private partnerships that contribute to the overall economic vitality and urban design quality of the community; and

WHEREAS, the creation of "activity nodes" is identified as a key component of this vision, designed to concentrate development intensity and promote transit-oriented, pedestrian-friendly environments; and

WHEREAS, it is in the public interest to provide a clearer definition of mixed-use development, including both horizontal and vertical configurations, to better reflect the diverse development patterns desired within the district; and

WHEREAS, the standards for activity nodes, including but not limited to, increased impervious surface area ratio, F.A.R., density, and building height, are intended to create vibrant, mixed-use centers; and

WHEREAS, it is in the public interest to encourage developments that reduce automobile dependency, enhance walkability and bicycling, and provide convenient access to public transit; and

WHEREAS, the integration of a diverse mix of residential, retail, personal services, and office uses within these activity nodes is essential to fostering dynamic and self-sustaining environments; and

WHEREAS, the provision of publicly accessible open space, including public plazas and parks with specific design and maintenance criteria, serves to enhance the quality of life and provide valuable public amenities within these intensive development areas; and

WHEREAS, ensuring compatibility with adjacent uses through thoughtful design, including considerations of building scale, massing, setbacks, buffers, and mitigation of noise and lighting, is paramount to harmonious urban development; and

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

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

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Council pertaining to this Ordinance.

SECTION TWO. The City of Edgewood Code of Ordinances Chapter 134, "Zoning," Article IV, "District Regulations," Division 12, "Edgewood Central District" is hereby amended as set forth as follows (note: additions are indicated by underline, deletions are indicated by strikethrough, and portions of the Code that remain unchanged and which are not reprinted here are indicated by ellipses (***):

Sec. 134-467. Permitted uses within the Edgewood Central District.

Multi-Dwelling Residential Buildings when included as one component of a mixed use master development plan submitted with the application, either horizontal or vertical mix, (minimum 2 uses, e.g., retail and residential, or office and residential) 1	P
Residential dwellings above first floor non-residential	P
Multi-Dwelling Residential Buildings (not mixed use)	S

[Note: P=Permitted, S=Special Exception]

Footnotes:

¹ Specific design standards apply

Sec. 134-168(e) Maximum allowed floor area ratio and density.

The city council finds that the Edgewood Central District promotes a mixed-use development pattern along SR 527, a "principal arterial." The maximum floor area ratio and density shall be determined by the property's future land use designation and by compliance with the standards of this district.

Sec. 134-472. Use specific design standards.

(h) Multi-Dwelling Residential Buildings when included as one component of a mixed use master development plan submitted with the application, either horizontal or vertical mix, also to be

known as Mixed Use Residential Development, shall mean a residential development that meets the following criteria.

(1) Mix of Uses for developments with densities less than or equal to 25 units per acre: at least one of the following non-residential uses must be included in the development:

- Retail
- Tenant-ready Restaurants (including utility connections (e.g., water, gas, electricity) and proper infrastructure for commercial kitchen ventilation (hood systems) and grease trap).
- Personal service
- Office
- Live/work units meeting the specific design standards of this section, provided they may not exceed 35% of the required minimum non-residential building square footage.

The required minimum square footage for any single non-residential use shall be 2,000 square feet, which may be met through one or more tenants provided the total cumulative square footage satisfies the minimum requirement.

(2) Nonresidential Square Footage Requirements for developments with densities of 25 units per acre or less:

- The total minimum building square footage for non-residential uses shall be equal to 6% of the total site area for residential
- Uses with drive-up windows are not permitted to count toward the non-residential use requirement.
- Uses ancillary to the residential use (e.g., leasing area) or for the exclusive use of the residents shall not qualify as required non-residential square footage. However, a separate community co-create/work space for residents can count toward 500 square feet toward the required non-residential square footage, provided it meets the following criteria:
 - o Location: The community co-create/work space shall be on the ground floor, directly accessible from the People Space.
 - o Minimum Size: The space shall be a minimum of 2,000 square feet.
 - o Design: The space shall be designed to include a mix of seating areas, including individual workstations, communal tables, and at least two private meeting rooms.
 - o Transparency: A minimum of 60% of the street-facing facade of the co-create space must be transparent to promote visual connection and pedestrian engagement.

(3) Location of Nonresidential Uses for developments with densities of 25 units per acre or less:

A. The total required minimum nonresidential square footage (e.g., the minimum) must be physically and visually integrated within the residential building structure. The required square footage may be vertically distributed across multiple contiguous floors (such as a two-story restaurant or first- and second-floor offices), provided the ground floor of the nonresidential space meets the street-facing requirements of Subsection B.

B. Each non-residential use must have a public-facing facade and entrance located on one of the following:

1. An arterial street.

2. An Internal Street Designed to Accommodate Active Commercial Uses (Internal Street) when meeting the following design criteria.

- The building's primary entrance and facade shall front on a sidewalk with a minimum 8 feet of unobstructed width for pedestrians
- An 8 feet wide pervious area between the sidewalk and the curb with street trees of a minimum of 3-inch caliper at planting provided every 35 feet on center. Alternatively, the 8 feet wide pervious area can be used for on-street parallel parking provided the parallel parking area must be broken up by pervious islands located between groups of parking spaces. A maximum of three contiguous parallel parking spaces shall be allowed between pervious islands. These islands shall be a minimum of 5 feet in width and shall be planted with street trees of a minimum of 3-inch caliper at planting.
- Buildings fronting this street must comply with the design standards of Sec. 134-469, including requirements for facade transparency, building frontage, and primary entrances.

3. A Public Plaza that meets the design criteria.

- Plaza must have a minimum of 50 feet of frontage on the People Space or an Internal Street Designed to Accommodate Active Commercial Uses. If a property includes lake frontage, the required plaza must also include at least 75 feet of lake frontage.
- The nonresidential uses must have a minimum contiguous facade frontage of 50 feet along the plaza edge with the building meeting the design standards of Sec. 134-469.
- Plaza is designed to have an interconnected relationship with the residential uses.
- Plaza is well-lit for safety and usability after dark.
- The plaza shall be landscaped to include 1 large mature canopy tree/coverage per 1,600 square feet of plaza area + one accent/understory tree provided at a minimum rate of 1 tree/3,000 square feet of plaza area. Canopy trees shall be a minimum of 3-inch caliper at planting and strategically placed to provide shade over seating areas and walkways.
- Fixed seating shall be provided at a minimum of 1 linear foot of fixed seating (e.g., benches and wall seating) for every 175 square feet of plaza area. Seating should be arranged in a way that promotes both individual rest and social gathering.
- Plaza is privately-owned, publicly accessible in perpetuity.
- Plaza is governed by a management plan prepared for its perpetual maintenance and public accessibility.

(4) Mix of Uses, Square footage, and Location of Nonresidential Uses for developments within Activity Nodes are determined by the specific terms of the bonus criteria.

(5) Impervious Surface Maximum: The maximum impervious surface for the development site shall not exceed 80%. This maximum does not apply to projects designated as an Activity Node as part of a density bonus. For such projects, the impervious surface maximum will be determined by the specific criteria of the approved bonus.

(6) Floor Area Ratio (FAR) Maximum: The maximum Floor Area Ratio (FAR) for a development site is 2.0. This maximum does not apply to projects designated as an Activity Node as part of a density bonus. For Activity Node projects, the FAR will be determined by the specific criteria of the approved bonus.

For the purpose of calculating FAR, the gross floor area of a parking garage is excluded under the following conditions:

- The space is used exclusively for vehicle parking and related circulation.
- The space, including the rooftop, is not used for any commercial or residential purpose.

(7) Density Limitation: The maximum number of allowable residential units for a project shall be calculated by applying the approved maximum density to the entire area of the project site. To achieve a residential density of more than 25 dwelling units per acre, a development must meet the Activity Node Density Bonus criteria.

(8) Timing of Required Nonresidential Square Footage: A Certificate of Occupancy (CO) for any residential unit shall not be issued until the required minimum non-residential square footage is constructed and completed to the standards specified below, based on the use:

- General Non-Residential Space (Retail, Office, Personal Service, etc.): Must be built as a finished shell space, which shall include:
 - A finished exterior facade that complies with all design standards.
 - A permanent, public-facing business entrance.
 - All necessary utility stubs (e.g., water, gas, electricity, and sewer) within the space.
 - A finished interior, with at least a concrete slab floor, ready for tenant build-out.
- Restaurant Space: Any restaurant space counting toward the minimum non-residential square footage must be completed as tenant-ready, which includes the finished shell requirements above plus all proper infrastructure for a commercial kitchen, including utility connections (water, gas, electricity) and the installation of ventilation (hood systems) and a grease trap.

(i) Live/Work Units

Live/work units as a component of the required non-residential square footage for Mixed Use Residential developments shall meet the following criteria to ensure that live/work units contribute to the active, public-facing character of a Mixed Use Residential Development and are not used to circumvent the non-residential square footage requirement.

1. General Requirements

- Definition: A "live/work unit" is a single integrated space combining both residential and non-residential uses. The business owner or operator must also reside in the unit. Unlike a home occupation, a live/work unit is a full-fledged commercial enterprise with a storefront presence, visiting clients, and potential employees.
- Location: The unit must be located on the ground floor, with its primary frontage and entrance on an arterial street, an Internal Street Designed to Accommodate Active Commercial Uses, or public plaza meeting the ECD plaza design standards Section 134-472. The unit's workspace must be in the front portion, with the residential component located either above or to the rear of the workspace.
- Site Design: The development must utilize the People Space/Build-to-Line Option as outlined in the Activity Node Bonus criteria.
- Building Standards: The entire building containing live/work units must comply with all ECD Building Design Standards in Code Section 134-469.

2. Architectural & Design Standards

- Separate Entrances: The work area must have a separate, dedicated public business entrance clearly distinct from any private residential entrance. The entrance must satisfy one of the following two design requirements:
 1. Be recessed a minimum of 6 feet from the primary facade plane, OR
 2. Be covered by a fixed, permanent, projecting canopy or awning with a minimum depth of 4 feet.

Additionally, the entrance must utilize a storefront-style door with full-height glass.
- Unit Layout: The non-residential portion must be a minimum of 50% of the unit's total square footage and be physically separated from the residential area by a lockable door from both sides. The workspace may not contain bedrooms, residential kitchens, or showers, but it must include an ADA-compliant sink and toilet. For two-story units, the residential portion must be located entirely upstairs.
- Signage: All live/work unit signage shall be included in the Master Sign Plan, ensuring consistency in size, type, and placement, and be architecturally compatible with all other non-residential signage.

3. Non Residential Calculation and Allocation

The non-residential component of each live/work unit can be counted toward the minimum non-residential square footage. The residential portion of a live/work unit is expressly excluded from this calculation. For two-story units, the square footage for the stairs will be allocated 50% to each use.

4. Operational Requirements

The following standards govern the use and operation of approved Live/Work units and are intended to ensure their function as both a residence and a legitimate business space. These requirements are applied to the non-residential use, not to the residential tenancy.

- Resident Operated Business: The business conducted in the Live/Work unit must be operated by a resident of the unit. The residential portion of the unit must be occupied by the business owner.
- Permitted Nonresidential Use: To establish a legitimate nonresidential use, the resident/or **leasee** must obtain a City Use Permit and a Business Tax Receipt for the business conducted within the unit.
- Prohibited Uses in the Live/Work Unit:
 - The workspace must be used solely for business functions and cannot be used for residential storage or living quarters.
 - Transient or lodging rentals, storage facilities, or staffing agency that recruits and hires employees to work for other companies on a temporary, temporary-to-hire, or permanent basis are prohibited in the Live/Work Unit.
- Hours of Operation: The business must be open to the public and serve customers during regular business hours, defined as a minimum of 20 hours per week between 9:00 AM and 8:00 PM, Monday through Saturday.
- Property Owner Responsibility: As a condition of the property's approval for Live/Work units, the property manager or owner is responsible for ensuring that the non-residential uses conducted on the property adhere to these standards. This may be accomplished through a lease agreement or other binding legal means, which must clearly communicate these specific operational and use restrictions to the occupant.

Sec. 134-473. Development bonuses.

(1) *Creation of an activity node.* Activity nodes shall be allowed an increase in the maximum impervious surface area ratio to 90 percent. Activity nodes shall be allowed an increase in the maximum building height to 75 feet/six stories. In order to achieve the activity node bonuses the following design standards must be met in addition to the Mixed Use Residential criteria of Section 134-472:

a. **Minimum Size:** Development sites must be at least ~~7.5~~ 5.0 acres in size.

b. **Mix of Uses:** In addition to residential, each development must include a Tenant Ready-Restaurant and at least one other non-residential use from the list in Section 134-472. The Tenant-Ready Restaurant must be at least 2,500 square feet, fast-casual or full-service. Drive-thrus are prohibited in the Activity Node. Outdoor restaurant seating on a public plaza is required. Additional “tenant-ready restaurants” can count toward the total non-residential square footage. The additional restaurants are not necessarily required to follow the prescribed location for nonresidential uses.

c. Provision of Public Plazas

Public Plazas must be provided within the development based on the total gross site area:

1. Site Size 5 to 10 Gross Acres: A minimum of one Public Plaza is required.
2. Site Size Over 10 Gross Acres: A minimum of two Public Plazas is required.
3. The total cumulative area dedicated to all Public Plazas must be calculated as follows:
 - o Minimum Base Plaza Size: 0.30 acre.
 - o Acreage Increment: Plus an additional 2,500 square feet for each gross acre over five acres in the development site.
4. Distribution: If two plazas are required, they shall be evenly distributed within the development in a manner acceptable to the City Council, whose review shall prioritize equitable access to the plaza space from all parts of the development. Plazas may be aggregated (combined) if the developer demonstrates that a single, larger plaza better meets the goals of the ECD.
5. The plaza shall meet the same design standards as stated in Section 134-472 for Mixed Use Residential Development, plus must include a water feature or fountain as a focal point.

d. **Development Design:** The following additional development design standards shall apply.

1. Building design: Buildings shall be designed with the pedestrian in mind reflected by, but not limited to, scale and massing of buildings, walkable blocks, use of arcades and galleries, and emphasis on active first floor uses oriented to the street. Both residential and nonresidential uses are included. Building entryways and walkways will incorporate awnings and/or recessed entrances to provide weather protection for pedestrians.
~~Such development will include unique architectural features and a comprehensive sign plan that promotes a cohesive design for the activity node. In addition, public amenities will be incorporated into the development to include public art, useable public gathering areas with seating and shade structures, water sculptures, fountains, or similar public amenities that are accessible to the public. [Note to reviewer: this deleted text has been moved to another section of the Activity Node criteria.]~~
2. Building frontage breaks: When a site's arterial frontage exceeds 350 feet from a street intersection, as measured at the right-of-way line, a passage must be created for both cars and pedestrians. This passage, which can be a public street or a private drive, must connect to another street and be open to the sky. Parallel parking is permitted along the length of this passage; angled or perpendicular parking is prohibited.
3. People Space/Build-to-Line Option.
To enhance the pedestrian experience and street-level activity, the build-to line may be reduced to 18 feet from the arterial right-of-way/property line. This option is subject to the following conditions:
 - The public sidewalk must be 13 feet wide and located directly adjacent to the building fronting the arterial road.

- The remaining 5-foot-wide strip between the sidewalk and the right-of-way must be landscaped. This landscaping must include ground cover, as well as the required street trees.
- The sidewalk and landscaped strip must be recorded as a pedestrian and landscape easement.
- Street furniture and bike racks may be placed within the landscaped strip.
- A minimum of 6 linear feet of fixed seating (or two separate seating units) for the general public shall be provided at least every 165 linear feet of the sidewalk, adjacent to the building.
- Cafes and restaurants adjacent to the public sidewalk are permitted to use a portion of the sidewalk for outdoor dining. This use shall be limited to the five feet of sidewalk nearest the building, and the limit must be clearly marked with medallions or another permanent indicator embedded in the sidewalk.

e. Achievable Density Stipulations for Creation of Activity Node:

<u>Achievable Density¹</u>	<u>Maximum Height</u>	<u>Nonresidential Minimum Square Feet Component</u>	<u>Public Plaza Component¹</u>	<u>Non-residential location</u>
<u>26-60 units/acre</u>	<u>65 feet or five stories</u>	<u>8% of site area</u>	<u>Minimum 0.30 acre</u>	<u>Minimum 50% of the building façade along the arterial frontage shall be lined with nonresidential uses. Minimum 25% of the plaza's non arterial frontage perimeter must be fronted by nonresidential uses.</u>
<u>61-80 units/acre</u>	<u>75 feet or six stories</u>	<u>10% of site area</u>	<u>Minimum 0.30 acre</u>	<u>Minimum 50% of the building façade along the arterial frontage shall be lined with nonresidential uses. Minimum 25% of the plaza's non arterial frontage perimeter must be fronted by nonresidential uses.</u>

¹ The maximum densities outlined in the table are not an entitlement and are not achievable in all situations. Many factors may limit density including limitations imposed by the maximum height, physical limitations imposed by property dimensions and natural features, as well as compliance with applicable Code requirements such as, but not limited to, parking and internal circulation, setbacks, landscaping requirements, impervious lot coverage, design standards and on-site and off-site improvements and design amenities required to achieve land use compatibility.

~~e. Parking shall be located behind buildings or in parking structures consistent with all applicable regulations. On-street parallel parking is allowed; on-street angled parking~~

~~shall not be allowed.~~ [Note to reviewer: this deleted text has been moved to another section of the Activity Node criteria.]

~~d. — Should on-street parking include provision of accessible parking spaces, such shall be consistent with the public right-of-way accessibility guidelines (PROWAG). [Note to reviewer: this deleted text has been moved to another section of the Activity Node criteria.]~~

~~e. — Include a park/urban plaza meeting the following criteria: [Note to reviewer: this deleted text has been moved to “c.” of the Activity Node criteria.]~~

~~1. — The minimum area shall comprise at least one-half of an acre and the maximum shall be two acres.~~

~~2. — The area is spatially defined by building frontages and at least 150 feet of frontage on a two-lane street; incorporation of the lake frontage is strongly encouraged.~~

~~3. — Building facades facing the plaza shall have at least 70 percent of their first floor's primary façade in transparent windows and/or public entrances and incorporate a People Space as described in this district. [Note to reviewer: this deleted text has been moved to another section of the Activity Node criteria.]~~

~~4. — The area will consist of paved surfaces with planters and landscaped area consisting of paths, lawns, and shade trees, seating, and other furnishings, all formally arranged, and shall include a water feature/fountain as a focal point. [Note to reviewer: this deleted text has been moved to another section of the Activity Node criteria.]~~

~~5. — The urban plaza or park shall be privately owned and maintained, but open to the public. The applicant shall also be required to prepare a management plan for the maintenance and ownership of the site. [Note to reviewer: this deleted text has been moved to another section of the Activity Node criteria.]~~

~~6. — Demonstration of compatibility with adjacent uses.~~

~~7. — Request for development approval must include elevations and colored renderings with materials identified in addition to development site plan. [Note to reviewer: this deleted text has been moved to another section of the Activity Node criteria.]~~

f. Multi-modal Transportation Connectivity: The development must be designed to reduce automobile dependency and encourage transit ridership, walking, and bicycling by meeting the following criteria.

- Transit Stop Proximity: Proximity to Transit as defined in Code Section 134-606. must be provided
- Bicycle Parking: Bicycle parking shall be strategically distributed throughout the site to ensure it is conveniently located for all businesses and residents. All parking locations must be visible and well-lit to promote safety and usage.

- Building Design: Building entryways and walkways must incorporate awnings and/or recessed entrances to provide weather protection for pedestrians.

g. Parking: Adequate parking shall be provided for residents and the general public.

- Quantity: Required parking shall be determined in accordance with Code Sec. 134-607 for Mixed Use developments.
- Location: Parking shall be located behind buildings or in parking structures consistent with all applicable regulations.
- On-Street Parking: If a public/private road is included in the development design, parallel on-street parking is permitted. Angled on-street parking is prohibited.
- Accessible Parking: The provision of on-street accessible parking spaces must comply with the Public Right-of-Way Accessibility Guidelines (PROWAG).

h. Signage: A Master Sign Plan is required for all developments designated as an Activity Node. The purpose of this plan is to ensure a cohesive and unified design for all signage within the development. The Master Sign Plan must address the following elements:

- Design and Materials: All signs shall adhere to a consistent design theme, including a specified palette of materials, colors, and fonts.
- Sign Types: The plan must identify the types of signs permitted within the development (e.g., attached and ground).
- Dimensions: The plan shall specify maximum dimensions, including height, width, and square footage, for each sign type.
- Location: The plan shall specify the allowed location for each sign type, ensuring they are strategically placed to enhance the project's visual appeal and legibility.
- Lighting: The plan shall regulate sign lighting, including illumination methods and intensity, to prevent light pollution and maintain a cohesive nighttime appearance.

i. Master Lighting Plan: A Master Lighting Plan consistent with ECD requirements is required for all developments designated as an Activity Node. The purpose of this plan is to ensure a safe, functional, and aesthetically cohesive environment after dusk, while also minimizing light pollution.

j. Submittal Requirements: The development approval request must demonstrate compatibility with adjacent uses by considering building scale, massing, setbacks, buffers, and noise and lighting reduction techniques. All applications must include elevations and colored renderings with building materials identified, in addition to the development site plan.

SECTION THREE. Severability Clause. In the event that any term, provision, clause, sentence or section, or Exhibit of this Ordinance shall be held by a court of competent jurisdiction

to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence or section did not exist.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

CITY OF EDGEWOOD, FLORIDA
CITY COUNCIL

Richard A. Horn, Council President

ATTEST:

Sandy Riffle, City Clerk

UNFINISHED BUSINESS

NEW BUSINESS

Decommission of Vehicle #68



CITY OF EDGEWOOD POLICE DEPARTMENT

Dean DeSchryver – Chief of Police

October 2, 2025

MEMORANDUM

TO: Mayor John Dowless
Council President John Horn
Council Member Susan Lomas
Council Member Chris Rader
Council Member Beth Steele
Council Member Casey McElroy

FROM: Dean A. DeSchryver
Chief of Police

SUBJECT: Decommissioning of Vehicle #68

This memorandum serves to request approval for the **decommissioning and auction** of Police Vehicle #68, a 2016 Ford Interceptor (Explorer).

Justification: Vehicle #68 has surpassed 100,000 miles and recently experienced a costly engine failure with a repair cost of over \$10,000. Due to the significant cost relative to the remaining service life of the vehicle, it is recommended that the vehicle be removed from service.

Replacement Funding: The Police Department will utilize a recently allocated **JAG Grant** to help fund the purchase of a replacement police vehicle.

I request your **approval** to move forward with the decommissioning and subsequent vehicle replacement.

5565 S. ORANGE AVENUE
EDGEWOOD, FL 32809-3406



PHONE 407-851-2820
FAX 407-851-0604

WWW.EDGEWOOD-FL.GOV

Resolution 2025-05:

C-PACE Program

RESOLUTION NO. 2025-05

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

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

PASSED AND ADOPTED this 21st day of October, 2025

EDGEWOOD, FLORIDA

John Dowless, Mayor

ATTEST:

Sandra Riffle, City Clerk

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

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

(SPACE reserved for Clerk of Court)

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

This Limited Purpose Party Membership Agreement (the “Agreement”) is entered into this 21st day of October, 2025 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT (“FRED”)**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and the City of Edgewood (“CITY”) (collectively, the “Parties”) for the purpose of providing a Commercial Property Assessed Clean Energy (“CPACE”) program within the legal boundaries of the CITY.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. ELIGIBLE PROPERTIES. Within the legal boundaries of the CITY,

commercial real property may be eligible for participation in the CPACE program within the limits otherwise prescribed in the PACE Act.

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

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

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

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

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

SECTION 14. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.

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

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

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

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

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

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

If to FRED:

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

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

If to CITY:

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

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

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

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

SECTION 21. THIRD PARTY BENEFICIARIES. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the City by its Mayor, its seal affixed hereto, as attested by its Clerk as of the 21st day of October, 2025.

Edgewood, Florida

By: _____
John Dowless, Mayor

APPROVED AS TO FORM:

By: _____
Drew Smith, Attorney

ATTEST:

By: _____
Sandra Riffle, Clerk

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

FLORIDA RESILIENCY AND ENERGY DISTRICT

Signature

By: _____

Print Name

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

WITNESS:

Signature

Print Name

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

STATE of FLORIDA

COUNTY OF _____

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

Printed/Typed Name: _____

Notary Public – State of Florida

Commission Number:

GENERAL INFORMATION

CITIZEN COMMENTS

BOARDS AND COMMITTEES

STAFF REPORTS

City Attorney Smith

Police Chief DeSchryver

Edgewood Police Department

City Council Report

August 2025

	August	September
Residential Burglaries	1	0
Commercial Burglaries	0	1
Auto Burglaries	0	1
Theft	1	1
Assault/Battery	1	2
Sexual Battery	0	0
Homicides	0	0
Robbery	1	0
Traffic Accident	15	11
Traffic Citations	53	207
Traffic Warnings	62	68
Felony Arrests	2	4
Misdemeanor Arrests	3	5
Warrant Arrests	1	2
Traffic Arrests	0	1
DUI Arrests	1	0
Code Compliance Reports	17	4* Scott was off for back surgery for most of the month.

Department Highlights:

- The agency welcomed Officer Abraham Class. Office Class is currently wrapping up Phase I of FTO and will begin Phase II soon.
- Officers Meade, Class, and Bareto have been conducting numerous traffic enforcement details. One stop netted the seizure of about 600 grams of Cannabis.
- Officer Tejada made the agency's first "Super Speeder" arrest. A Super Speeder is defined as someone traveling at 50 MPH above the posted speed limit. The person stopped was traveling 102 mph NB on Orange Ave at Prescott Drive.
- Heavy intersection enforcement details at Orange and Lake Gatlin Road, including a Traff Detail with officers on both rotations. Multiple citations issued.
- Participated in Rail Safety Week.
- Five vehicle impoundments (DWLS, etc.)
- Provided multiple instances of backup assistance to Belle Isle PD and OCSO
- Officer Zane was on medical leave for most of this month.

Reporting Dates: August 1, 2025 – August 31, 2025

City Clerk Riffle



Memo

To: Mayor Dowless and City Councilmembers Horn, Rader, Lomas, McElroy, and Steele
From: Sandra Riffle, City Clerk
Date: October 14, 2025
Re: September 15, 2025 to October 14, 2025 City Clerk Report

1. Quick Stop Update

Staff prepared and issued a Notice of Violation for both the sign spinning and the smoke shop use. The business owner has been given 7 days to stop all sign spinning and 45 days to discontinue the smoke shop activity. An update will be provided at the November Council meeting.

2. Business Tax Receipt Renewal Update

293 of our 391 businesses—75% of businesses—have renewed. As of October 1, late fees apply. Delinquent notices were sent the week of October 13.

3. Potential Irrigation Leak at the Police Department

Brett flagged a spike in irrigation costs. Water was shut off immediately. The Chief and Deputy Chief are investigating

4. Small Cell Wireless Along Jessamine

Verizon submitted plans for a 30-ft wireless pole. It meets code, but Mayor Dowless and staff raised concerns. He and Brett met with Verizon to discuss alternatives. Resident feedback is being gathered.

5. FY 2024–2025 Financial Audit

Auditors are collecting documentation and reviewing policies. Fieldwork is scheduled for early December.

6. Possible FCC Hydraulic Oil Leak

HOA President Lori Williams reported possible hydraulic oil residue in Lake Jessamine Estates. FCC hasn't confirmed the source and does not have camera footage but offered to clean affected areas. Staff will request that CPH view the roads after cleaning is completed to be sure there is no road damage. There are reports of smaller leaks on other roads, but none to the extent of Lake Jessamine Estates.

7. Continuing FCC Accounting Issues

FCC has erroneously billed some commercial accounts for large increases in rates when they inadvertently applied Orlando's increase to Edgewood accounts. Sandy is in contact with the new FCC Vice President and Commercial Accounts Manager Trish Loeb ensure corrections are made.

8. Possible Road Failure/Pipe Issue

There is a depression in the roadway near the drain in front of 5109 The Oaks Circle. City staff has contacted the company to investigate and diagnose the issue.

9. Upcoming Event Dates

- **Trunk or Treat** – Friday, October 24, 6:00–8:00 PM

MAYOR & CITY COUNCIL REPORTS

Mayor Dowless

Council Member Lomas

Council Member McElroy

Council Member Rader

Council Member Steele

Council President Horn

ADJOURN