

ORDINANCE NO. 2024-O-13

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM CITY OF EDGEWATER B-3 (HIGHWAY COMMERCIAL) TO CITY OF EDGEWATER MUPUD (MIXED USE PLANNED UNIT DEVELOPMENT) FOR .245 ± ACRES OF CERTAIN REAL PROPERTY LOCATED AT 108 AND 124 S RIDGEWOOD AVENUE (PARCEL IDENTIFICATION NUMBER 745211010160 & 745211010170), EDGEWATER, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF EDGEWATER; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR AN EFFECTIVE DATE, RECORDING AND ADOPTION.

WHEREAS, the City Council of the City of Edgewater, Florida, has made the following determinations:

1. Travis Springstich, is the owner of property located at 108 and 124 S Ridgewood Avenue, within the City of Edgewater, Florida. Subject property contains approximately .245 ± acres.
2. The owner has submitted an application for a change in zoning classification from City B-3 (Highway Commercial) to City MUPUD (Mixed Use Planned Unit Development) for the property described herein.
3. On March 13, 2024, the Local Planning Agency (Planning and Zoning Board) considered the application for change in zoning classification.
4. The proposed change in zoning classification is consistent with all elements of the Edgewater Comprehensive Plan.
5. The proposed change in zoning classification is not contrary to the established land use pattern.
6. The proposed change in zoning classification will not adversely impact public facilities.

7. The proposed change in zoning classification will not have an adverse effect on the natural environment.

8. The proposed change will not have a negative effect on the character of the surrounding area.

NOW, THEREFORE, BE IT ENACTED by the People of the City of Edgewater, Florida:

PART A. CHANGE IN ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF EDGEWATER, FLORIDA.

The zoning classification is hereby changed for the property described in **Exhibit “A”** from City B-3 (Highway Commercial) to City MUPUD (Mixed Use Planned Unit Development) pursuant to the associated MUPUD Agreement (attached and hereto incorporated as **Exhibit “B”**).

PART B. AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF EDGEWATER, FLORIDA.

The Development Services Director is hereby authorized and directed to amend the Official Zoning Map of the City of Edgewater, Florida, to reflect the change in zoning classification for the above described property.

PART C. CONFLICTING PROVISIONS.

All conflicting ordinances and resolutions, or parts thereof in conflict with this ordinance, are hereby superseded by this ordinance to the extent of such conflict.

PART D. SEVERABILITY AND APPLICABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provisions thereof shall be held to be inapplicable to any person, property, or circumstances, such holding shall not affect its applicability to any other person, property, or

circumstance.

PART E. RECORDING.

Upon approval and execution, this document shall be delivered to the Clerk of Court for recording into the public records of Volusia County, Florida.

PART F. EFFECTIVE DATE.

This Ordinance shall take place upon adoption.

PART G. ADOPTION.

PASSED AND DULY ADOPTED this ____ day of _____, 2024.

Diezel DePew, Mayor

ATTEST:

Bonnie Zlotnik, CMC, City Clerk

Passed on first reading on the ____ day of _____, 2024

REVIEWED AND APPROVED: _____
Aaron R. Wolfe, City Attorney

**EXHIBIT “A”
LEGAL DESCRIPTION**

Parcel 745211010160

THE SOUTH 43 FEET OF LOT 17, BLOCK 1, LESS AND EXCEPT PART IN U.S HIGHWAY 1, FULLER & SETTLE SUBDIVISION, ACCORDING TO TILE PLAT THEREOF RECORDED IN MAP BOOK 8, PAGE 63, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Parcel 745211010170

ALL OF LOT 16 AND LOT 17, EXCEPTING FROM LOT 17 THE SOUTHERLY 44 FEET, BLOCK 1, FULLER AND SETTLE SUBDIVISION, PER MAP BOOK , PAGE 63 OF THE PUBLIC RECORD OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE NORTH 1 FOOT OF THE SOUTH 44 FEET OF LOT 17, BLOCK 1, FULLER AND SETTLE SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 63, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING .245 ± acres.

EXHIBIT “B”
MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) AGREEMENT

ALL ABOUT FLOORS MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD) AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 by and between, the **CITY OF EDGEWATER, FLORIDA**, a municipal corporation, whose mailing address is P.O. Box 100, 104 N. Riverside Drive, Edgewater, Florida 32132, (hereinafter referred to as "City") **ALL ABOUT FLOORS, LLC**, a Florida limited liability company, whose mailing address is 124 S Ridgewood Avenue, Edgewater, FL 32132 (collectively referred to below as "Owner"). Developer means any person undertaking entitlement or physical development of the Property or a portion thereof, and may include the Owner. The purpose of this Agreement is to define the terms and conditions granting the development approval of the subject property. *All capitalized terms used below but not immediately defined when first used shall have the meanings provided therefor elsewhere in this Agreement or the City’s Land Development Code and all capitalized terms not defined shall have the meanings commonly prescribed to such term.*

NOW, THEREFORE, in consideration of the agreements, premises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. LEGAL DESCRIPTION AND OWNER

The land subject to this Agreement is approximately .25 +/- acres located on South Ridgewood Avenue and West Pine Bluff Street, in Edgewater, Volusia County, Florida (the “Property”). The legal description of the Property is attached hereto as **Exhibit "A" - Legal Description**. The record owner of the subject Properties is All About Floors, LLC.

2. DURATION OF AGREEMENT

The duration of this Agreement shall be perpetual and run with the land for 30 years. A Developer undertaking development of any portion of the Property shall comply with and conform to this Agreement with respect to the development being undertaken. The Developer shall submit permits for the commencement of construction as defined by the Master Plan (Exhibit “B”) within five (5) years following the effective date of this Agreement. The Agreement may be extended by mutual consent of the governing body and the Developer, subject to a public hearing.

3. APPROVAL OF MASTER PLAN AND PHASES OF AGREEMENT

A. Approval of Master Plan. City hereby approves the Master Plan (“Master Plan”) attached hereto as Exhibit “B” and incorporated herein and the uses, requirements and development standards (collectively, “Development Standards”) set forth below. Subject to the conditions, commitments, and requirements of this Agreement, the project may be developed consistent with the Master Plan and the Development Standards. Details and construction requirements that the

Development Standards do not address shall be governed by the LDC. To the extent requirements of the LDC and the Development Standards conflict or are inconsistent or incompatible, the Development Standards shall control. Development of this Property is subject to the terms of this Agreement and in accordance with the City of Edgewater's current Land Development Code (LDC). Final project approval may be subject to change based upon final environmental, permitting, and planning considerations and/or Federal and State regulatory agencies permit requirements.

4. DEVELOPMENT STANDARDS AND PERMITTED USES

Project means development and operation of the Property as allowed by this Agreement, including for single-family, multi-family residential, office, warehouse, commercial retail. The property is subject to the terms of this Agreement and in accordance with the City of Edgewater's current Land Development Code (LDC). Final project approval may be subject to change based upon final environmental, permitting, and planning considerations and/or Federal and State regulatory agencies permit requirements.

The property has an existing 7,425 square foot warehouse and retail structure on Parcel 745211010170 and a 3,655 square foot mixed use office and residential apartment on Parcel 745211010160. The maximum building coverage shall apply to the Properties as a whole at 40% maximum building coverage and the maximum impervious coverage shall also apply to the Property as a whole at 85% maximum impervious coverage.

1. Parcel: 745211010160: 3,655 square foot Residential Mixed Use Office

a. Permitted Uses: The following uses shall be authorized on the Property:

i. Multifamily Residential.

i. Multifamily buildings which are a part of a multifamily complex may contain one unit or more so long as they are under singular ownership and management and the development standards set forth in this Agreement are met.

ii. Office and Warehouse

b. Unit Count

The residential unit count within the Residential/Multi-Family Area shall not exceed 1 dwelling unit.

c. Minimum Unit Square Footage

The minimum gross unit square footage shall be at least 650 square feet living area under air for multi-family residential.

d. Minimum Yard Size and Setbacks

North Setback: 20 feet

S. Ridgewood Ave. Setback: 36 feet

South Building Setback: 8.7 feet

West Setback: 1.7 feet
Maximum Height: 35 feet.

Parking: 1.5 spaces per unit.

The office and warehouse parking requirements shall meet the City of Edgewater's Land Development code.

e. Signage

The existing monument sign is grandfathered into this agreement and may be repaired as needed. A joint sign agreement shall be required between Parcel 745211010170 and 745211010160. Said agreement shall allow the monument sign to be utilized for the business on Parcel 745211010160 and the business on Parcel 745211010170. Any new signs must conform with Article XX within the City of Edgewater's Land Development Code.

f. Air Conditioning for the Units

The location(s) of air conditioning units and pads are permitted as existing.

2. Parcel: 745211010170: 7,425 square foot Warehouse and Retail Building

a. Permitted Uses: The following uses shall be authorized on the Property:

- a. Warehouse
- b. Retail
- c. Office

b. Parking

Parking requirements shall be met according to the standards set forth in Article V of the Land Development Code. A joint parking agreement can be established to meet the required parking for the uses on Parcel 745211010170 with Parcel 745211010160.

d. Minimum Yard Size and Setbacks

North Building Setback: 8.7 feet
W. Pine Bluff Setback: 6.3 feet
West Setback: 15.5 feet
S. Ridgewood Avenue Setback: 5.1 feet

c. Signage

The existing monument sign is grandfathered into this agreement and may be repaired as needed. A joint sign agreement shall be required between Parcel 745211010170 and 745211010160. Said agreement shall allow the monument sign to be utilized for the business on Parcel 745211010160 and the business on Parcel 745211010170. The protruding wall sign on Parcel 745211010170 is grandfathered into this agreement. This wall sign may be repaired as needed. Any new signs must conform with Article XX within the City of Edgewater's Land Development Code.

5. FUTURE LAND USE AND ZONING DESIGNATION

The Future Land Use designation is Mixed-Use and the zoning designation is MUPUD (Mixed-Use Planned Unit development) as defined in the City LDC and is consistent with the adopted Comprehensive Plan/Future Land Use Map. The following tables provide a summary of the Future Land Use and Zoning entitlement and allocation within the project:

Project Site Parcel 745211010170 and 745211010160	Acres	Allowable Density Units/Acre	Total Units	Total Square Feet
Gross	.25			
Residential Units (40%)	.1	1.2	1	1,264
Commercial (60%)	.15			9,816

6. CONSISTENCY OF DEVELOPMENT

The City agrees to issue the required permits for the development in the manner defined in the Agreement after having determined it is not contrary to the City of Edgewater Comprehensive Plan and Land Development Code and is compliant with all concurrency requirements set forth in said documents.

7. PERMITS REQUIRED

The Developer will obtain required development permits or letters of exemption. Permits may include but not be limited to the following:

1. Department of Environmental Protection, St. Johns River Water Management District, Army Corps of Engineers and Florida Fish and Wildlife Conservation Commission.
2. City of Edgewater - Subdivision Preliminary and Final Plat Approval, Subdivision Construction Plan Approval, all applicable clearing, removal, construction and building permits.

Developer agrees to reimburse the City of Edgewater for direct costs associated with the legal review, engineering review, inspections of required infrastructure improvements, and the review and approval of the final plat related to the development, including recording fees.

8. DEDICATION OF LAND FOR PUBLIC PURPOSES

The Developer shall convey to the City, by limited warranty deed and title insurance free and clear of all liens and encumbrances at plat dedication, all utility easements, as required. All utilities shall be dedicated to their respective Utility Provider.

9. DEVELOPMENT REQUIREMENTS

Failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with those permitting requirements, conditions, terms or restrictions and any matter or thing required to be done under the existing ordinances of the City. Existing ordinances shall not be otherwise amended, modified, or waived unless such modification, amendment or waiver is expressly provided for in this Agreement with specific reference to the ordinance provisions so waived.

10. HEALTH SAFETY AND WELFARE REQUIREMENTS

The Developer shall comply with such conditions, terms, restrictions or other requirements determined to be necessary by the City for the public health, safety or welfare of its citizens.

11. APPEAL

If the Developer is aggrieved by any City official interpreting the terms of this Agreement, the Developer shall file a written appeal to the City Manager. After receiving the written appeal, the appeal will be reviewed by the City Manager and City Attorney. If the City Manager cannot resolve the dispute, the issue shall be scheduled for the City Council agenda. The action of the City Council concerning this Agreement shall be considered final agency action, appealable to a court of competent jurisdiction.

12. PERFORMANCE GUARANTEES

During the term of this Agreement, regardless of the ownership of the Property, the Property shall be developed in compliance with the terms of this Agreement and applicable regulations of the City not inconsistent with, or contrary to, this Agreement.

13. BINDING AFFECT

The provisions of this Agreement, including any and all supplementing amendments, and all final site plans, shall bind and inure to the benefit of the Developer or its successors in interest and assigns and any person, firm, corporation, or entity who may become the successor in interest to the land subject to this Agreement or any portion thereof and shall run with the land and shall be administered in a manner consistent with the laws of the State of Florida.

14. RECORDING

Upon execution by all parties, the City shall record the Agreement with the Clerk of the Court in Volusia County. The cost of recording shall be paid by the Developer.

15. PERIODIC REVIEW

The City shall review the development subject to this Agreement every 12 months, commencing 12 months after the date of this Agreement to determine if there has been good faith compliance with the terms of this Agreement. If the City finds on the basis of competent substantial evidence that there has been a failure to materially comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Any such revocation or modification shall only occur after the City has notified the Developer in writing of Developer's failure to materially comply with the terms of this Agreement and Developer fails to cure such breach after receiving written notice and a reasonable opportunity to cure such breach from the City.

16. APPLICABLE LAW

This Agreement and provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

17. TIME OF THE ESSENCE

Time is hereby declared of the essence of the lawful performance of the duties and obligations contained in the Agreement.

18. AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment. Substantial changes, as determined by the City Manager, shall require City Council approval.

19. FURTHER DOCUMENTATION

The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

20. SPECIFIC PERFORMANCE

Both the City and the Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

22. CAPTIONS

Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

23. SEVERABILITY

If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of the competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

SIGNATURE BLOCKS BEGIN ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the date and year first written above.

ATTEST:

**CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA**

Bonnie Zlotnick, CMC

City Clerk

By: _____

Diezel Depew

Mayor

Witnessed by:

OWNER

By _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2024, by _____, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public
Stamp/Seal

Witnessed by:

OWNER

By _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2024, by _____, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public
Stamp/Seal

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 745211010160

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Parcel 745211010170

ALL OF LOT 16 AND LOT 17, EXCEPTING FROM LOT 17 THE SOUTHERLY 44 FEET, BLOCK 1, FULLER AND SETTLE SUBDIVISION, PER MAP BOOK , PAGE 63 OF THE PUBLIC RECORD OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE NORTH 1 FOOT OF THE SOUTH 44 FEET OF LOT 17, BLOCK 1, FULLER AND SETTLE SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 63, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B" MASTER PLAN

