



Ray Bagshaw
Mavor

Michael Hendrix
Council Member

Pam Henley
Council Member

CITY COUNCIL AGENDA
Special Meeting
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, September 3, 2013
6:00 p.m.

John Dowless
Council President

Neil Powell
Council Member

Lee Chotas
Council Member

WELCOME! We are very glad you have joined us for today's Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however a five-minute limit has been set by Council. Large groups are asked to name a spokesperson. Robert's Rules of Order guide the conduct of the meeting. **PLEASE SILENCE ALL CELLULAR PHONES AND PAGERS DURING THE MEETING.** "THANK YOU" for participating in your City Government.

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. NEW BUSINESS BUSINESS
 - 1. PBA Officer Grievance Settlement
- E. ADJOURNMENT

UPCOMING MEETINGS:

September 17, 2013.....City Council Regular Meeting (final hearing/millage and budget)
October 15, 2013City Council Regular Meeting

You are welcome to attend and express your opinion. Please be advised that Section 286.0105, Florida Statutes state that if you decide to appeal a decision made with respect to any matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made. In accordance with the American Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, he or she should telephone the City Clerk at (407) 851-2920.

SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is made and entered into this ____ day of September, 2013 by and between the City of Edgewood, Florida and Ronald Beardslee.

RECITALS:

WHEREAS, on July 26, 2013 Ronald Beardslee submitted a grievance (“the Grievance”) to the City of Edgewood pursuant to Article 24 of the Collective Bargaining Agreement between the City of Edgewood and the Central Florida Police Benevolent Association (“the Collective Bargaining Agreement”); and

WHEREAS, Ronald Beardslee and the City have negotiated and entered this Settlement Agreement and Release in order to resolve the disputes between the parties related to the Grievance and avoid the expense of arbitration of same; and

WHEREAS, by executing this Settlement Agreement and Release, neither party admits or concedes any assertions or arguments made by the other party in the grievance process; and

WHEREAS, on September 3, 2013, this Settlement Agreement and Release was ratified by the City Council of the City of Edgewood, Florida.

NOW, THEREFORE, in full and final settlement of all claims raised by Ronald Beardslee in the Grievance and in and for consideration of the mutual covenants, including the release, stated herein and other good and valuable consideration, the parties agree as follows:

1. On or before September 13, 2013, the City shall pay to Ronald Beardslee the gross sum of eight thousand dollars (\$8,000.00). Ronald Beardslee acknowledges and agrees that all withholdings and deductions required by law will be withheld and deducted by the City from said amount.
2. The City shall modify the Job Description for the Detective Sergeant position to remove the requirement that the position be “on-call” at all times.
3. Ronald Beardslee hereby withdraws the Grievance.
4. Ronald Beardslee hereby knowingly and voluntarily forever discharges, waives and releases the City, its divisions, departments, and current and former officers, employees and agents from any and all claims made by him or claims that could have been made by him as of the date of this Agreement pursuant to the Collective Bargaining Agreement.

5. In the event either party shall breach this Settlement Agreement or fail to perform its obligations hereunder, the prevailing party shall be entitled to receive payment of its attorneys' fees and costs in any action to enforce this Settlement Agreement.

6. This Settlement Agreement and Release shall be governed by the laws of Florida.

7. Venue for any action involving this Settlement Agreement and Release shall be in the Ninth Judicial Circuit, in and for Orange County, Florida.

8. Should any provision of this Settlement Agreement and Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement and Release in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement and Release to be executed as of the date and year first above written, which shall be the effective date of this Settlement Agreement and Release.

THE CITY OF EDGEWOOD

By: _____
Ray Bagshaw, Mayor

Ronald Beardslee

ATTEST:

Witness:

By: _____
Bea Meeks, City Clerk

Witness