

Ray Bagshaw
Mayor

Pam Henley
Council Member

Susan Fortini
Council Member

John Dowless
Council President

Lee Chotas
Council Member

Richard Alan Horn
Council Member

CITY COUNCIL AGENDA
Regular Meeting
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, April 18, 2017
6:30 p.m.

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. CONSENT AGENDA

1. Review and Approval of Minutes

- **(Pgs. 1-5)** March 21, 2017 Regular City Council Minutes
- **(Pgs. 6-14)** Sunrail Combined Operational Assistance And Voluntary Cooperation Mutual Aid Agreement 2017.
- **(Pg. 15)** Appointment of Wade Fischer to the Planning & Zoning Board

(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.)

E. PRESENTATIONS

- **(Pgs. 16-31)** 2015/2016 Annual Audit – Holland & Reilly, CPA

- **(Pgs. 32-55)** Tyronne Smith, Senior Administrator, Facilities Planning, Orange County Public School

- Mayoral Proclamations –
 - **(Pg. 56)** Letter Carriers' Food Drive Day
 - **(Pg. 57)** Fibromyalgia, Myalgic Encephalomyelitis and Multiple Chemical Sensitivity Awareness Day

F. ORDINANCES

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

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. **(Pgs. 58-60)** City Contracts

J. GENERAL INFORMATION (No action required)

None

K. CITIZEN COMMENTS

L. BOARDS & COMMITTEES

M. STAFF REPORTS

City Attorney:

Police Chief:

City Clerk:

N. MAYOR & COUNCIL REPORTS

- Mayor Bagshaw

- Council President Dowless

- Council Member Powell

- Council Member Henley

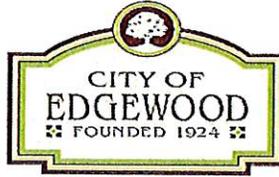
- Council Member Chotas
- Council Member Fortini

O. ADJOURNMENT

UPCOMING MEETINGS:

- Monday, April 24, 2017City Council Sign Code Workshop (6:00 p.m.)
- Monday, May 8, 2017.....Planning & Zoning Board Meeting (6:30 p.m.)
- Tuesday, May 16, 2017.....

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.



City Council Regular Meeting
March 21, 2017

ATTENDEES:

Ray Bagshaw, Mayor
Lee Chotas, Council President Pro Tem
Susan Fortini, Council Member
Neil G. Powell, DDS, Council Member

COUNCIL MEMBER ELECT

Richard Alan Horn

ABSENT:

John Dowless, Council President

STAFF

Bea L. Meeks, City Clerk
Chris Francisco, Police Chief
Sgt. John Freeburg
Sandy Repp, Administrative Assistant

CALL TO ORDER

Council President Pro Tem Chotas called the City Council meeting to order at 6:35 p.m. City Clerk Meeks announced a quorum however, she noted that Council President Dowless is absent. City Clerk Meeks asked for a Motion to excuse Council President Dowless. Council delayed the approval until Council Member Powell was in attendance.

Council President Pro Tem Chotas led everyone in the Pledge of Allegiance and then asked for a moment of silence; noting Council Member Powell will be giving the invocation when he arrives.

ORGANIZATIONAL MEETING

1. Election Report – City Clerk Bea Meeks

City Clerk Meeks announced that the election held on March 14, 2017 was for the Charter referendum only, as the Mayor and two qualified candidates for Council were unopposed. City Clerk Meeks said that all five ballot questions were approved by the voters.

Council Member Powell is now in attendance.

Council President Pro Tem Chotas asked Council Member Powell to give the invocation. Following the invocation, Council President Pro Tem Chotas asked for a Motion to approve the absence of Council President Dowless.

Council Member Henley made the Motion to excuse Council President Dowless' absence; Seconded by Council Member Fortini. Approved (4/0).

2. Administer Oath of Office.

City Clerk Meeks administered the Oath of Office to the following:

- Richard Alan Horn, Council Member
- Ray Bagshaw, Mayor

3. Election of Council President and Council President Pro Tem

City Clerk Meeks announced that per the City Charter, Council Members need to elect their Council President and Council President Pro Tem. She informed the Mayor and Council Members that Council President Dowless was sworn-in on March 15, 2017, prior to leaving for his out-of-country vacation. She said that Council President Dowless said he is willing to continue serving as the Council President.

Council Member Henley made the Motion for Council President Dowless to continue serving as Council President; Seconded by Council Member Fortini. Approved (4/0).

Council Member Fortini made the Motion that Council President Pro Tem Chotas continue serving as the Council President Pro Tem; Seconded by Council Member Henley. Approved (4/0).

4. Council President to designate areas of responsibility (not already under the Jurisdiction of the mayor), to be assigned to individual Council members pursuant to Section 3.12 of the City Charter.

The following assignments were made:

Finance – COUNCIL MEMBER HENLEY
Code Enforcement COUNCIL MEMBER HORN HAINC liaison Cypress Grove liaison
Land Development/Master Plan COUNCIL MEMBER FORTINI
Public Works COUNCIL MEMBER CHOTAS
Metro Plan COUNCIL PRESIDENT DOWLESS
Police Department* MAYOR BAGSHAW City Hall* Contract Staff*
Pursuant to Section 4.04 of the <i>City Charter</i>, the mayor has jurisdiction over the police department, city hall and contract staff.

CONSENT AGENDA

- February 15, 2017 City Council Workshop
- February 21, 2017 Regular City Council Meeting

Council Member Fortini noted the regular City Council meeting minutes under “New Business” and said she felt further explanation is needed, as to the City Clerk’s reasons that MHR Group’s lien waiver request should be denied. City Clerk Meeks asked if Council would like to pull the minutes and review the corrected minutes in the April meeting, or approve knowing she would add the explanation. Council said they would approve with correction. City Clerk Meeks said she would send the corrected copy to Council for their consideration before the Minutes are signed.

Council Member Henley made the Motion to approve the February 15, 2017 City Council workshop minutes as presented, and the February 21, 2017 regular City Council minutes with correction; Seconded by Council Member Fortini. Approved (4/0).

- Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement.

In response to Council President Pro Tem Chotas, City Attorney Smith said the Agreement is a typical mutual agreement and that he did review the Agreement.

Council Member Fortini made the Motion to approve the Mutual Aid Agreement as presented,; Seconded by Council Member Henley. Approved (4/0).

NEW BUSINESS

1. Lien – 5637 Lake Mary Jess Shores Court

Council was reminded that they denied MHR Group, LLC's request to waive the \$11,500 lien on property located at 5637 Lake Mary Jess Shores. City Attorney Smith said he received correspondence (included in agenda packet) from MHR's attorney citing case law to support why the lien should be waived. City Attorney Smith said he spoke to MHR's attorney and was told MHR was willing to pay \$500 to satisfy the lien.

Council President Pro Tem Chotas made the Motion to accept \$500 from MHR to satisfy the lien; Seconded by Council Member Fortini. Approved (4/0).

PRESENTATIONS

- Mayoral Proclamation – Water Conservation Month

Mayor Bagshaw read his Proclamation proclaiming the month of April 2017 to be Water Conservation Month. Mayor Bagshaw said the City Clerk would be sending the Proclamation to Nancy Christman at St. Johns River Water Management District.

- Special Presentation - Mayor

Mayor Bagshaw asked Council Member Powell to join him and then presented some history regarding Council Member Powell's years as a City of Edgewood Council member. Mayor Bagshaw then presented Council Member Powell with a decanter and read the following inscription:

On one side...

**Neil Powell, DDS
City of Edgewood Council Member 2005 – 2017**

On another side...

"Generosity is a sign of a great soul. You're surely one. Thank you for everything.

Mayor Bagshaw's presentation was followed by a gift presentation to Council Member Powell by former Mayor of Kissimmee, Jim Swan. Following the gift presentation, the following gave their tribute to Council Member Powell:

1. Resident Ellen James
2. Resident and former Council Member Mike Hendrix
3. Resident and former Council Member Dan Drummond

Following the presentation and tribute to Council Member Powell, Mayor Bagshaw asked everyone to join Council and staff for dinner in Bagshaw Park, in honor of Council Member Powell's service to the community.

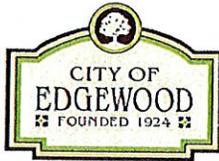
ADJOURNMENT

Having no further business or discussion the City Council meeting adjourned at 7:11 p.m.

John Dowless
Council President

Bea L. Meeks, MMC, CPM, CBTO
City Clerk

Approved on _____



From the desk of the City Clerk...

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Bagshaw, Council President Dowless, Council Members Horn, Henley, Chotas and Fortini

DATE: April 10, 2017

RE: Sunrail Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement 2017

For your review and consideration, you are being provided with the Sunrail Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement 2017. To aid you in your review, please note that City Attorney Drew Smith has reviewed the Agreement and has no objections to the Agreement. Council has approved all prior Agreements, which allows Edgewood Police Officers to respond to calls that require access onto Sunrail when they are in the City of Edgewood.

RECOMMENDATION: Approve the Agreement as presented and give authorization for Mayor Bagshaw and Chief Francisco to sign the Agreement

**SUNRAIL
COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT 2017**

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined under Florida Statute 252.34; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, the subscribing parties have the authority under Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Florida Statute 252.34; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Whereas, SunRail is a commuter rail system in Central Florida and, when fully completed, will connect DeLand in Volusia County to Poinciana in Osceola County; and

Whereas, the parties are located along the SunRail line.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribing parties hereby approve and enter into this Agreement whereby each of the parties may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, active shooters, terrorism incidents, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the parties hereby approve and enter into this Agreement whereby each party may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug

violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

A. When a person reports that a violation of law occurred on a SunRail train, the party receiving the report shall investigate the offense and try to determine the jurisdiction in which it occurred. If the jurisdiction in which the offense occurred is unknown, the party receiving the report shall assume jurisdiction for any follow-up investigation. If it is determined at any time that the offense occurred in another jurisdiction, the case shall be referred to the appropriate agency and a written report provided.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

A. A party in need of assistance as set forth above shall notify the agency from whom such assistance is required and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance may be verbal or written. The Sheriff or Chief of Police whose assistance is sought, or their authorized designee, shall evaluate the situation and their available resources and will respond in a manner they deem appropriate.

B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

C. The Sheriff or Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

D. The parties are not required to deplete unreasonably their own equipment, resources, facilities, and services to furnish mutual aid pursuant to this Agreement. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

E. Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners during situations involving mass arrests. Upon request by the other party, they shall also assist with operating temporary detention facilities.

F. The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.

G. Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

H. If an officer from one party takes law enforcement action in the jurisdiction of another party pursuant to this Agreement, he or she shall notify the agency having jurisdiction as soon as practicable and thereafter take all necessary steps to lawfully complete the enforcement

action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

I. In the following circumstances constituting a law enforcement emergency, the parties shall be deemed to have requested the operational assistance of the other parties to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the responding party shall notify the party in whose jurisdiction the action occurred as soon as possible. Officers from the jurisdiction in question may assume the investigation, and the responding party shall assist as needed. The responding party shall submit a written report documenting the incident and the actions taken. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

1. A law enforcement officer from one of the parties witnesses a forcible felony, as defined by Florida Statute 776.08, or other crime of violence against a person, on a SunRail train or at a SunRail passenger terminal.

2. A law enforcement officer taking law enforcement action pursuant to Section III(I)(1) witnesses a related crime (e.g., resisting).

J. Except for the limited purposes noted in Section III(I), a party is not empowered under this Agreement to take law enforcement action in the jurisdiction of another party without specifically contacting the chief law enforcement executive or designee of that jurisdiction in advance for permission. The decision of that chief law enforcement executive or designee shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Sheriff, Chief of Police, or designee of the agency requesting assistance.

B. **Conflicts:** Whenever a law enforcement officer from one of the parties is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

C. **Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the requesting agency shall be responsible for documenting the complaint to ascertain at a minimum:

1. The identity of the complainant.

2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

The requesting agency shall expeditiously provide the responding agency with this information, along with a copy of all applicable documentation. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Pursuant to the provisions of Florida Statute 23.127(1), an employee of a party who renders aid outside that party's jurisdiction but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the employee's political subdivision in which normally employed.

B. A party that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

C. The parties are responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death. Each party shall also defray the actual travel and maintenance expenses of its employees while they are rendering such aid.

D. The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2020. If they so agree in writing, the chief law enforcement executives of the parties may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: CANCELLATION

A party may terminate this Agreement for convenience upon delivery of written notice to the other party. The liability provisions of this Agreement shall survive any such termination.

SECTION IX: RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the parties.

SECTION X: MISCELLANEOUS PROVISIONS

A. Policy and Training

Each party shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each party shall also train its law enforcement officers on extraterritorial jurisdiction, including but not limited to the parameters of mutual aid agreements.

B. Forfeiture Litigation

If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) during performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the chief law enforcement executives of the parties may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. Powers

Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party to the other.

D. Law Enforcement Related Off-Duty Employment

This Agreement does not grant law enforcement powers for purposes of law enforcement related off-duty employment.

E. Damages

This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.

F. Conflicts with Florida Mutual Aid Act

In the event of a conflict between the provisions of this Agreement and Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

G. Amendments

This Agreement contains the entire understanding between the parties and shall not be renewed, amended, or extended except in writing.

H. Governing Law

This Agreement shall be construed in accordance with Florida law.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

**EDGEWOOD POLICE
DEPARTMENT**

Chris Francisco
Chief of Police

Date: _____

ATTEST: _____

City Clerk

**APPROVED:
EDGEWOOD, FLORIDA**

Ray Bagshaw
Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY
OF [NAME], FLORIDA, AT A
MEETING HELD ON

UNDER AGENDA NO. _____

FOR USE AND RELIANCE ONLY BY
THE CITY OF [NAME], FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2017.

City Attorney

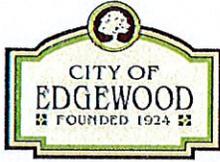
SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA

Jerry L. Demings
as Sheriff of Orange County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF [NAME] COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2017.

General Counsel



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Bagshaw, Council President Dowless, Council Members Horn, Henley, Chotas and Fortini

DATE: April 10, 2017

RE: Planning & Zoning Board Appointment

Recently Council approved the appointment of Keith Farmer to the Planning & Zoning Board. Unfortunately, Mr. Farmer is unable to complete the term of his appointment due to a career change that required that he and his family move to Atlanta, Georgia.

Mayor Bagshaw spoke to Wade Fischer, who previously served on the Planning & Zoning Board to see if Mr. Fischer was willing to serve on the Board again. Some of you may recall that in the February 18, 2014 City Council meeting, Council approved Mayor Bagshaw's recommendation of Wade Fischer to the Planning & Zoning Board. Mr. Fischer was sworn in on March 3, 2014 and served until the completion of the term which ended on December 31, 2015. Mr. Fischer did not seek reappointment due to a conflict with his work schedule. Mr. Fischer has changed jobs and is now able and willing to serve on the Planning & Zoning board.

RECOMMENDATION: Given Mr. Fischer's prior service on the Planning & Zoning Board, and his architectural and development background, the Mayor's recommendation to approve the appointment of Wade Fischer to the Planning & Zoning Board is requested.

City of Edgewood, Florida

2016 Financial Audit

Holland & Reilly

AGENDA

- Some delays in audit completion due to FRS controversy over actuary's concern over the reasonableness of the long term investment rate of return (discount rate) – 7.60%
- Audit opinion – **unmodified**
- City-wide Financials
- Governmental Fund Financial Statements
 - General Fund
 - Roads and Streets Fund
- Management's Discussion & Analysis
- On-site accountant 2 days a week – from McDirmit Davis (Lindsay and Tammy)

Holland & Reilly
Certified Public Accountants

Florida Retirement System-

- ***GASB No. 68 – Accounting and Financial Reporting for Pensions, and GASB No. 71 – Pension Transition for Contributions Made Subsequent to the Measure Date***
 - Note 10 to financial statements - additional disclosures required - 4 ½ pages
 - **Two plans** – FRS Pension Plan (FRS), and Health Insurance Subsidy (HIS) – two different calculations
 - Reported only in the Governmental Activities F/Ss
 - Pension expense is different from actual contributions made

Florida Retirement System

- **GASB No. 68 – Accounting and Financial Reporting for Pensions, and GASB No. 71 – Pension Transition for Contributions Made Subsequent to the Measure Date**
 - Two other elements to financial statements
 - **Deferred outflows of resources** – represents a **consumption** of net position that is applicable to a future reporting period – reported after “Assets”
 - **Deferred inflows of resources** – represents an **acquisition** of net position that is applicable to a future period – reported after “Liabilities”
 - Requires recording a proportionate share of the net pension liability (NPL) of the Florida Retirement System (FRS) – **NPL = \$1,960,984** – up from \$1,006,022 in 2015

Holland & Reilly
Certified Public Accountants

Reasons for the Increase in NPL

	<u>Investment Return</u>	<u>Net Pension Liability</u>
• June 30, 2014	\$22,812,286,000	• \$ 6,101,471,000
• June 30, 2015	\$ 5,523,287,000	• \$12,916,341,000
• June 30, 2016	\$ 820,583,000	• \$25,250,078,000

New GASB Pronouncements

- **GASB Statement 79 – *Certain External Investment Pools and Pool Participants***
 - Requires certain note disclosures regarding information about any limitations or restrictions on participant withdrawals from the pool – see Note 4 to the F/Ss
- **GASB Statement 72 – *Fair Value Measurement and Application*** – no impact
- **GASB Statement 76 – *The Impact of GAAP for State and Local Governments*** – no impact

AGENDA - continued

- **Red Light Citation** program – generated \$275,938, net of fees, slightly up from \$148,916 but still down from \$342,836 in 2013. Law change increased light change from Yellow by .4 seconds.
- **Capital outlays - \$415,951**
 - Pave/mill/overlay streets- \$314,412
 - Refund from State for Mast Arms – Gatlin St. – not used (\$87,385)
 - City Hall renovations – \$28,181
 - City Hall computers - \$26,720
 - Police vehicle and equipment - \$110,097
 - Police Dept. equipment, improvements and computers - \$23,926
- Excess of revenues over expenditures (overall) - \$68,832
- No debt!

Holland & Reilly
Certified Public Accountants

Overall Results - Operations

- Recap of Overall Results of City
 - Excess of revenue over exp – per City \$ 61,192
 - 11 adjusting journal entries 7,640
 - Excess of revenue over exp – per Audit \$ 68,832
- General Fund (\$ 36,070)
- Roads and Streets Fund 104,902
- City - Overall \$ 68,832
- General Fund transferred \$317,172 to Road Fund

Holland & Reilly
Certified Public Accountants

Roads & Streets Fund

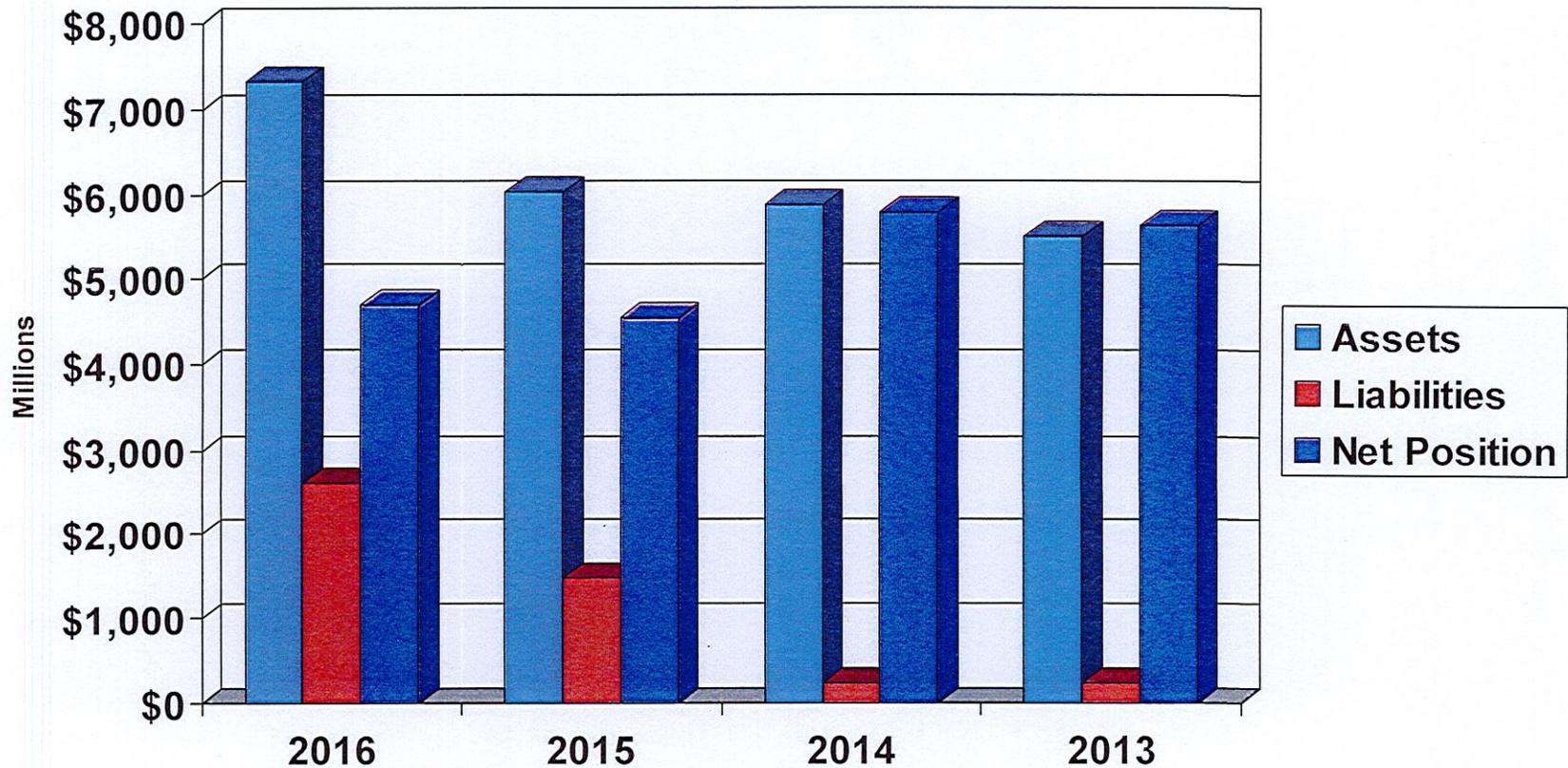
- Excess of revenues over expenditures - \$104,902
- Expenditures included:
 - Pave/mill/overlay roads and streets \$314,412
 - Refund - Mast arms at Gatlin Street (87,385)
 - Street maintenance contract 45,790
 - Utilities – traffic & street lights 41,644
 - Tree removal 31,915
 - Traffic light maintenance 6,316
 - R.R. crossing maintenance 5,538
 - Street signs 577
 - Storm Drain Cleaning/other 370
 - Total Expenditures \$359,177

Holland & Reilly
Certified Public Accountants

Investment Earnings

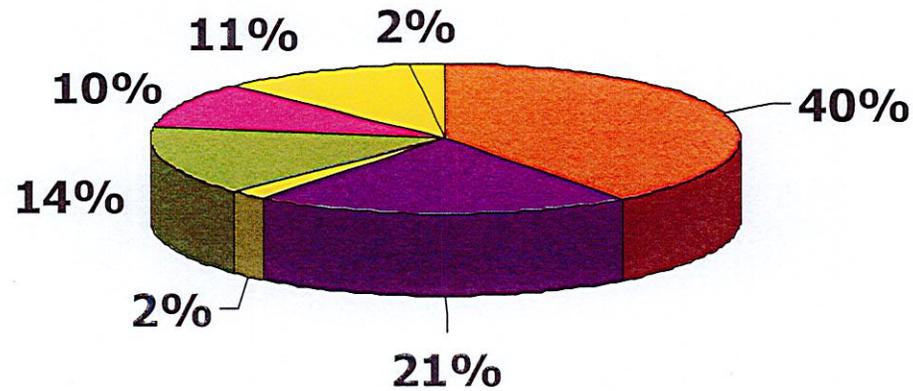
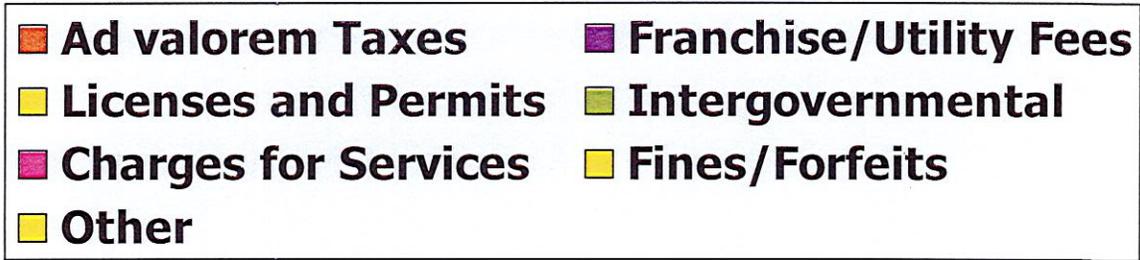
- Investment Earnings - City-wide
 - 2007 \$143,689 (**over 5.5% at SBA**)
 - 2008 82,102
 - 2009 23,796
 - 2010 12,550
 - 2011 8,653
 - 2012 5,661 (\$3,681 unrealized gain)
 - 2013 13,508 (\$1,683 unrealized gain)
 - 2014 11,923 (\$922 realized loss)
 - 2015 12,775 (0.15% to 0.42% - SBA at 0.25%)
 - 2016 11,914 (**0.42% to 0.78% - SBA at 0.78%**)

CITY OF EDGEWOOD - CITY-WIDE
 Assets plus Deferred Outflows of Resources less
 Liabilities plus Deferred Inflows of Resources = Net Position



Holland & Reilly
 Certified Public Accountants

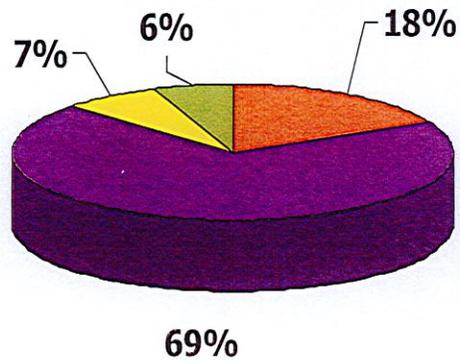
General Fund Revenues by Source



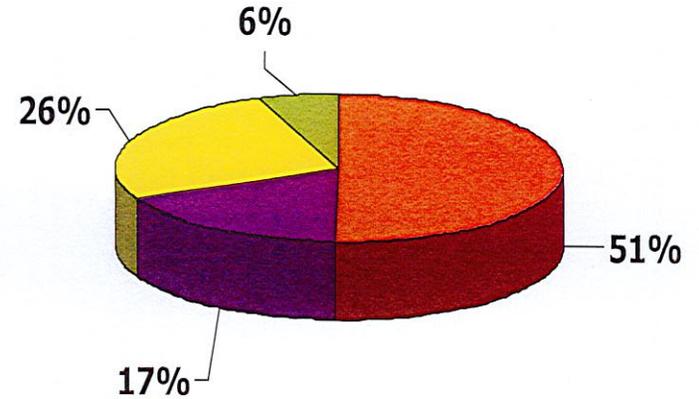
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General Fund - Expenditures

By Governmental Type

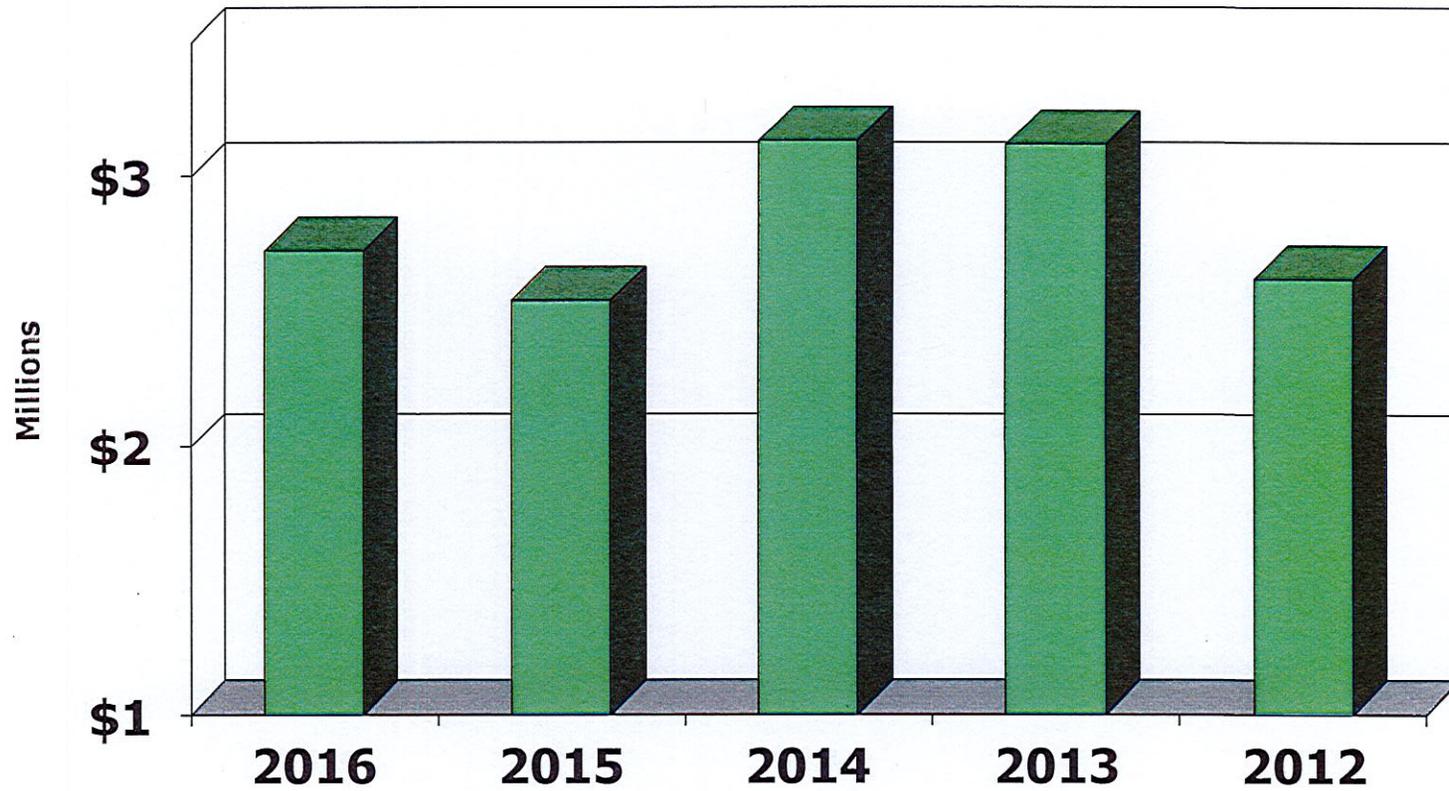


By Function



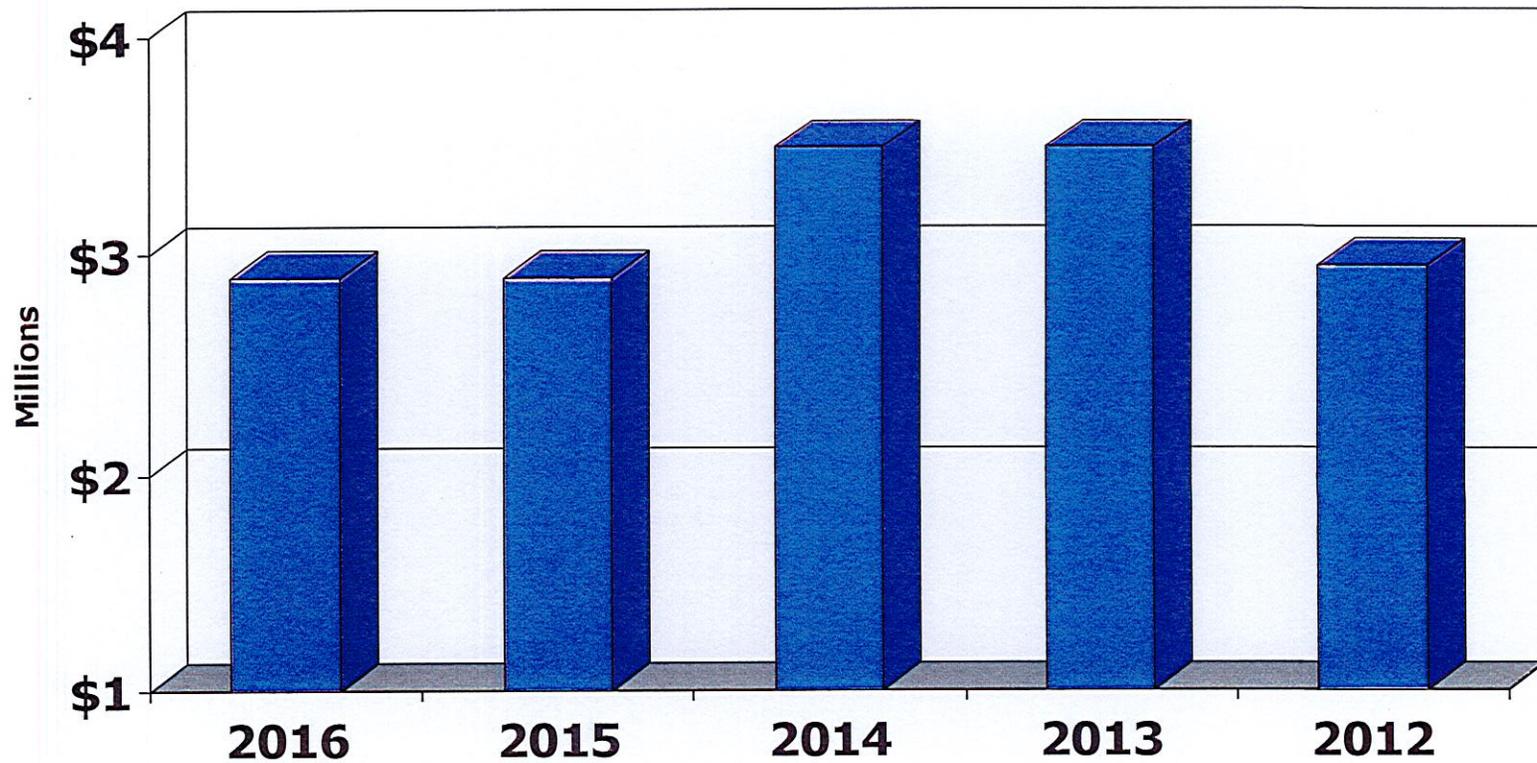
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General Fund Unassigned Fund Balance



Holland & Reilly
Certified Public Accountants

General Fund Liquidity (Cash & Equivalents)

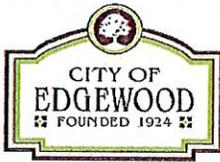


Final Comments

- Board of Governance letter
- Management Letter comments – No new comments

Status of Prior Year Comments

- Compliance with Charter – Unassigned fund balance is 74.2% of revenues – Charter says max of 75%. Significant improvement from 2014 of 96%



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Bagshaw, Council President Dowless, Council Members Horn, Henley, Chotas and Fortini

DATE: April 13, 2017

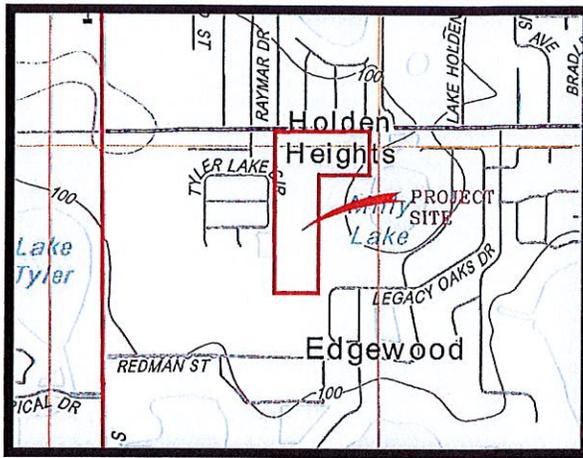
RE: OCPS Presentation

In your packet you will find a copy of the PowerPoint presentation that the Orange County Public School Facilities Services will be presenting in the April 18, 2017 City Council Meeting. The presentation is to provide you with an update on OCPS' development and design of schools. This information is being provided to you because OCPS has included an Elementary School in their 2016-2017 Capital Improvement Plan to be constructed in Edgewood.

As you know, the recent submittal and proposal for a PD on Holden Avenue by Kal Hussein (Barvaria Holdings, LLC) was not moved forward. Instead, Mr. Hussein has entered into a contract with OCPS to sell them the properties that were the subject of the proposed PD (See OCPS Agenda Item Details). OCPS plans to construct an Elementary School at this site. To date, Mr. Hussein has purchased the following properties, which are the subject of the Elementary School on OCPS' Capital Improvement Plan:

1. 1110 Holden Avenue (5.5 acres) (Sellers: First Equity Development Group Inc.)
2. 1130 Holden Avenue (4.894 acres) (Seller: Karen Jane Thornton)

In the last conversation held with Mr. Hussein, he was in discussion with Mr. John Hickey to purchase his property(ies). Mr. Hickey owns the properties at 1103 Holden (.816 ac), 1100, Holden (.373 ac), 1098 Holden (1.728 ac) and 1090 Holden Avenue (.36 ac).



The subject parcels are in R-1A and R-1AA zoning and do require a Special Exception for schools, public, parochial and private, with conventional academic curriculums per City Code.

The purpose of the presentation being given by OCPS is to provide an information update only as to development and design of schools in Orange County. **NO DECISIONS REGARDING THE APPROVAL AND CONSTRUCTION OF THE PROPOSED SCHOOL, THE REQUIRED SPECIAL EXCEPTION, OR ANY OTHER MATTERS REGARDING THE PROPOSED SCHOOL WILL BE MADE IN THE APRIL 18, 2017 CITY COUNCIL MEETING.**



ORANGE COUNTY PUBLIC SCHOOLS
 445 West Amelia Street, Orlando, FL 32801
 407-317-3200
 OCPS Means Success!

Agenda Item Details

Meeting	Dec 13, 2016 - Public Hearing & School Board Meeting 5:30 PM
Category	15. Consent - Approve Legal/Audit Issues
Subject	15.08 Request Approval of Real Estate Purchase Agreement between The School Board of Orange County, Florida and Bavaria, LLC for Site 118-E-SW-5.
Type	Action (Consent)
Recommended Action	Approval of Real Estate Purchase Agreement between The School Board of Orange County, Florida and Bavaria, LLC for Site 118-E-SW-5.
Goals	Safe Learning and Working Environment Efficient Operations

BACKGROUND:

The School Board of Orange County, Florida ("School Board") has determined that there is a need to acquire real property for a relief elementary school ("Relief School") within the Town of Edgewood. After assessing the availability of real property and viable locations in the identified target area, staff has identified an assemblage of six (6) parcels comprising approximately 13.72 acres of real property commonly referred to as School Board Site 118-E-SW-5 ("Property") and currently under contract with one contract purchaser.

has all of the Property under contract to purchase and anticipates closing on the Property in) Bavaria, LLC ("Seller" reasonably satisfaction of the School Board; and (2) Seller closing on the acquisition of the Property. December, 2016. The School Board negotiated with the Seller to purchase the Property for \$2,401,000.00 plus closing costs, which negotiations are evidenced by that certain Real Estate Purchase Agreement by and between the School Board and the Seller ("Agreement"). Pursuant to the terms of the Agreement, acquisition of the Property is contingent upon the School Board (1) obtaining approval from Town of Edgewood for the construction of an elementary school on the Property, and the expiration of any applicable appeal periods or proceedings, (2) completion of due diligence investigations by and to the

Approval of the Agreement would confer upon the Chairman and Superintendent the authority to execute the Agreement on behalf of the School Board, subject to any non-substantial revisions approved by the Office of Legal Services, and the authority upon the Superintendent to execute any and all documents reasonably required to effectuate the terms of the Agreement, including, without limitation, the closing statements or documents, easements, and evidence of any consents, waivers, addendum or any other documents reasonably required therein.

FISCAL IMPACT STATEMENT:

The estimated fiscal impact to the School Board would be the total purchase price of \$2,401,000.00 plus closing costs and other related expenses.

RECOMMENDED RESOLUTION:

Approval of the Real Estate Purchase Agreement by and between The School Board of Orange County, Florida and Bavaria, LLC for Site 118-E-SW-5.

SUBMITTED AND PREPARED BY:

John Morris, Chief Facilities Officer

Harold Jenkins, Director Real Estate Management
Laura L. Kelly, Staff Attorney III

[Real Estate Purchase Agreement.pdf \(1,899 KB\)](#)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for an agenda listing several items for approval of the Board by a single motion. Items listed on the agenda have gone through Cabinet review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the agenda at the request of any board member.

Motion & Voting

To Approve the Consent Agenda

Motion by Pamela Gould, second by Kathleen B Gordon.

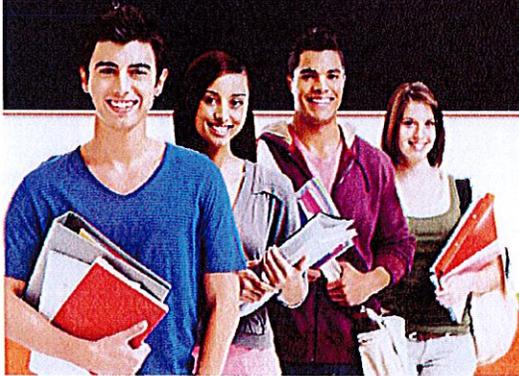
Final Resolution: Motion Carries

Yea: William E Sublette, Kathleen B Gordon, Joie W Cadle, M Daryl Flynn, Linda Kobert, Pamela Gould, Christine Moore

OCPS EEO Non-Discrimination Statement

The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, age, sex, national origin, marital status, disability, genetic information, sexual orientation, gender identity or expression, or any other reason prohibited by law. The following individuals at the Ronald Blocker Educational Leadership Center, 445 W. Amelia Street, Orlando, Florida 32801, attend to compliance matters: ADA Coordinator & Acting Equal Employment Opportunity (EEO) Officer: Jared Brooks; Section 504 Coordinator: Latonia Green; Title IX Coordinator: Doug Patterson (407.317.3200).

Orange County Public Schools



OCPS School Design Presentation
City of Edgewood Commission
April 18, 2017

Meeting Agenda

- Welcome
- Introductions and Acknowledgements
- School Development & Design Update
- Community Engagement
 - Community meetings
 - Attendance zone meetings
- Questions and Answers

Methodology

- Process used to develop the Capital Improvement Plan
 - Analyze Growth and Developmental Data
 - Assess Capacity Requirements and Needs
 - Define Projects
 - Prioritize Projects
 - Allocate Resources
- Goal
 - Analyze growth patterns based on build-out data to determine the 10 Year Capital Improvement Plan (CIP) and beyond

Orange County Public Schools

2016-17 Capital Improvement Plan

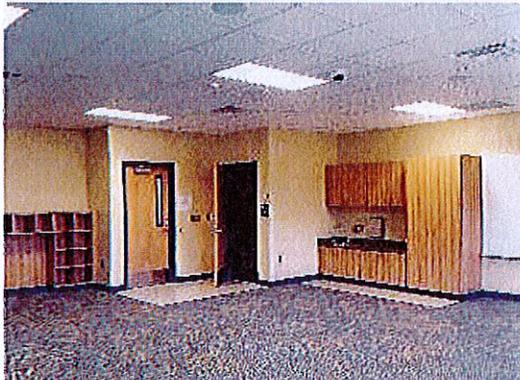
- **Relief Schools – 10 Year Needs**

- Audubon Park K8 (133-K8-N-6)
- Horizon West/Lakeside Village Middle (37-M-W-4)
- Crown Point/Westin Bay Area Elementary (72-W-W-4)
- Horizon West/Lakeside Village Elementary (25-E-SW-4)
- Horizon West/Village "F" Elementary (114-E-W-4)
- Wolf Lake Area Elementary (90-E-N-7)
- South International Drive Area Elementary (20-E-SW-4)
- **Holden Avenue/Oak Ridge Rd Area Elementary (118-E-SW-5)**
- Meadow Woods/Boggy Creak Area Elementary (30-E-SE-3)
- Dr. Phillips Area High (80-H-SW-4)
- Southeast Orlando/Lee Vista Elementary (83-E-SE-2)
- Clarcona/Ingram Rd. Area Middle(34-M-N-7)
- Horizon West/Village "H" Middle (65-M-W-4)
- Johns Lake Area Elementary (102-E-W-4)
- Sunbridge Area Middle (56-M-SE-2)

New Elementary School

Designed with the community in mind

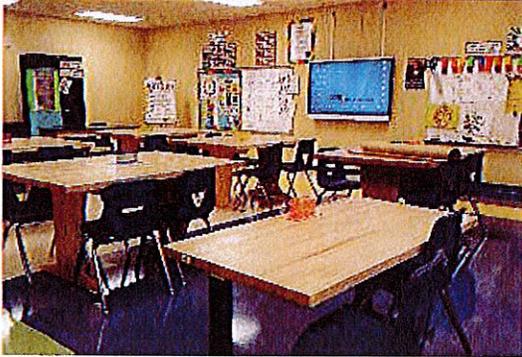
- Classrooms
 - Primary Classrooms (K-3)
 - Intermediate Classrooms (4-5)
 - Skills Labs and Resource Rooms
 - Art Classroom with kiln
 - Music Classroom
- Core Spaces
 - Administration
 - Kitchen/Café
 - Media Center
- Outdoor Playfields and Covered Play Area



Example Interactive Display

Orange County Public Schools

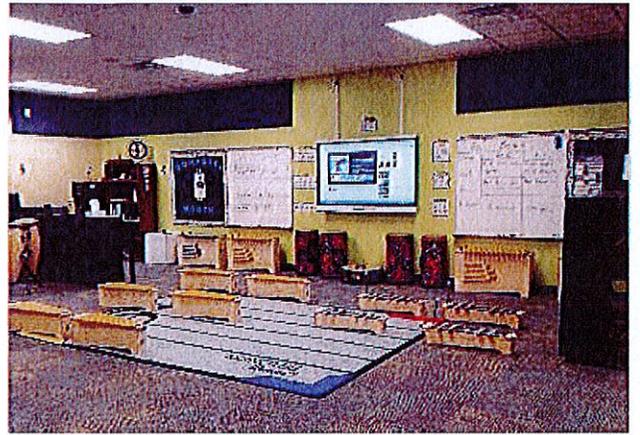
Example Specialty Classrooms



Art



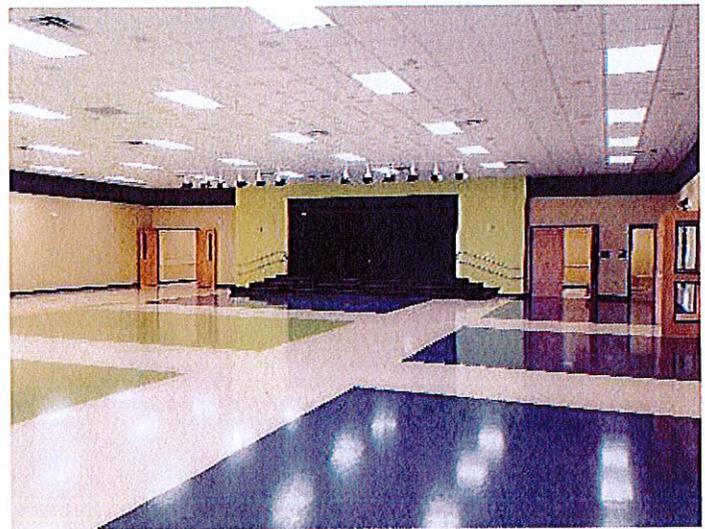
Skills Lab



Music

Orange County Public Schools

Example Cafeteria



















Orange County Public Schools

Elementary Schools Designed to Meet Green Globes Sustainable Building Standards

Sustainable Features Include:

Site

- Native/low water plants – reduce water consumption
- Low Impact Design (LID) stormwater design

Building

- 10% more energy efficient than ASHRAE 90.1 standard
- High Efficiency Chillers (8% energy reduction)
- Light colored roof to reduce heat gain and improves energy performance
- Energy Star rated equipment
- Water saving toilets, faucets, and fixtures
- All general classrooms have daylighting
- Thermal efficient windows/glazing
- Fully automated building controls system

Project Schedule Duration

Planning	Five Months
Design	Eight Months
Bid/Permit	Three Months
Construction	One Year
School Opens	August
School Dedication	Within the first year of School Open

Rezoning Meetings

- 18 months prior to school open
 - 12 Step School Board Policy
 - Open process
 - At least three opportunities for community input
- Six to Nine months prior to school open
 - Principal appointed
 - School name and mascot chosen with community input

QUESTIONS?

MAYORAL PROCLAMATION

WHEREAS: *Every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one-day food drive, distributing the donations to local food banks; and*

WHEREAS: *The Letter Carriers' Stamp Out Hunger Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, more than a billion pounds of food have been collected; and*

WHEREAS: *We would like to recognize all letter carriers for their hard work and their commitment to their communities. All of the food collected in our community stays in our community and we support carriers' efforts to help those in need in our community.*

NOW, THEREFORE, I, Ray Bagshaw, Mayor for the City of Edgewood, do hereby proclaim Saturday, May 13, 2017 as "**LETTER CARRIERS' FOOD DRIVE DAY**" in the City of Edgewood, and encourage the citizens of our community to support the food drive by placing non-perishable food items in or near your mailbox on food drive day. Your letter carrier will pick it up while delivering the mail—and together, we can all help to feed our hungry.

Dated this 18th day of April, 2017.

Ray Bagshaw
Mayor

ATTEST:

Bea L. Meeks, MMC, CPM, CBTO
City Clerk

Mayoral Proclamation

WHEREAS millions of people in the United States and millions of people worldwide have been diagnosed with Fibromyalgia a Central nervous System disorder, Myalgic Encephalomyelitis /Chronic Fatigue Syndrome a continued tiredness disorder, and Multiple Chemical Sensitivity a chronic medical condition described as severe sensitivity or allergy like reaction to many different kinds of pollutants both chemical and non-chemical, illnesses for which there is no known cause or cure and are socially invisible and chronic incapacitating.

WHEREAS patients with this illnesses often have to learn to live with the many symptoms that are often devastating and debilitating as wide spread pain throughout their bodies, extreme fatigue, sleep disorders, migraine, headaches, stiffness and weakness, impairment of memory and multiple immune system problems

WHEREAS it take years to receive a diagnosis for these illnesses because of the difficulty in correctly identifying these diseases

WHEREAS Fundación Mayo 12 Inc. and the National Fibromyalgia & Chronic Pain Association have joined together to promote awareness and support including improved education, diagnosis, research and treatment and urging their supporters, healthcare providers, government, media, the community and the general public to support people who struggle with the challenges of chronic pain disorder.

WHEREAS increased awareness and expanded knowledge of the realities of life with Fibromyalgia, Chronic Fatigue Syndrome/Myalgic Encephalomyelitis and Multiple Chemical Sensitivity will allow the community at large to better support people who struggle with the challenges of this chronic and socially invisible illnesses and the community's focus on these conditions and their impact on patients' lives will help guarantee hope for a better future for patients.

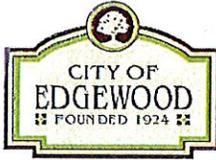
NOW, THEREFORE, I, Ray Bagshaw, Mayor, do hereby proclaim Friday, May 12, 2017 to be Fibromyalgia (FM), Myalgic Encephalomyelitis (EM) and Multiple Chemical Sensitivity (MCS) Awareness Day.

Dated this **18th** day of April, **2017**.

Ray Bagshaw, Mayor

Attest:

Bea L. Meeks, MMC, CPM, CBTO
City Clerk



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Bagshaw, Council President Dowless, Council Members Horn, Henley, Chotas and Fortini

DATE: April 10, 2017

RE: Review of City Contracts

This report is being provided in compliance with the Charter, which provides:

Section 4.11. - Consultants.

Consultants for the city shall be appointed by the mayor subject to the confirmation by the council and shall serve at the pleasure of city council. All consultants shall be appointed on an annual basis. Consultants shall include but not be limited to the following:

- A. **Legal.** Legal consultants shall be an attorney (or firm) who shall provide legal advice to the council, represent the city in legal cases and provide legal services for the city as required.
- B. **Engineering.** The engineering consultant (or firm) shall provide such engineering services that the council shall request.
- C. **Accountant.** An accountant (or firm) shall be retained for annual audits and other related work as deemed necessary by the council.
- D. **Other.** As the circumstances require, the council may retain consultant services from a recognized authority or firm.

Contract Update:

Legal:

- Key firm personnel providing legal services will include: D. Andrew Smith, III, as the City Attorney and Cliff Shepard as Assistant City Attorney, or other attorney as designated.

- \$175.00 per hour for attendance at regular Council meetings, as well as all other meetings and workshops. The hourly rate includes review and preparation of contracts, ordinances and resolutions, research memoranda and legal opinions, and conferences with the Mayor, Council members, staff, consultants and others at the City's direction.
- \$175.00 per hour for representation before Federal and State Courts, administrative agencies, boards or commissions.
- The hourly rate is exclusive of costs (court costs, filing fees, taxes, recording fees, etc) however, regular postage and copies and delivery charges are considered routine and will not be invoiced to the City. However, Shepard, Smith & Cassidy reserve the right to invoice if costs exceed the firm's reasonable expectations.
- Allowed 15-days within billing date for questions or adjustment requests; failure to do so will be deemed acknowledgement that the City finds the bill both accurate and fair.

"We agree to serve at the pleasure of City Council. No notice will be required to terminate our services. However, we will agree to provide not less than thirty (30) days notice if we elect to terminate our representation of the City"

The City's current approved budget for this service is \$60,000 (exclusive of Special Magistrate for Code Enforcement and Red Light Hearing Officer).

Note: Staff has a very good working relationship with Shepard, Smith & Cassidy.

Engineering:

The City entered into an Agreement for engineering services with CPH on September 17, 2015. The Agreement is in effect for three years with two automatic 2-year renewal periods. The City has the right to terminate the Agreement, or any specific Task Authorization without cause, provided that a written notice is given to CPH thirty days prior to the termination.

Due to new NPDES requirements, the current fiscal year budget was increased to allow for CPH's time required to keep the City in Compliance with their NPDES program.

The personnel hourly rate is based on the individual providing the service. The current maximum hourly rate is \$150.00, excluding the 2 Man Scanner Survey Crew (\$290.00).

The City's current approved budget for this service is \$50,000.

Note: Staff has a very good working relationship with CPH Engineering.

Accountant:

The City has had a long standing professional relationship with McDermit~Davis, who provides accounting/bookkeeping services to the City. The range of services and processes has changed from time-to-time depending on the City's need and/or preference. Currently, Lindsey Rock, an

employee of McDermit~Davis comes in twice weekly and takes care of the City's accounting needs. The services include:

- Bi-Weekly processing of payments of accounts payable.
- Monthly reconciliation of all bank accounts and preparation of compiled financial statements.
- Inputs journal entry and adjusting journal entries.
- Inputs fiscal year budget information.
- Assist in preparing the City for their annual audit.
- Available during business hours, Monday through Friday.

The City's current approved budget for this service is \$35,000.

Note: One of the advantages of having McDermit~Davis' services is that they also perform municipal audits. Their knowledge of governmental accounting has been advantageous for the City in preparation of the City's annual audit. *Staff has a very good working relationship with McDermit~Davis.*

Should you have questions regarding contracts not included on the Charter list, please let me know.

There are no other consultants to report on at this time.