

Ray Bagshaw
Mayor

Pam Henley
Council Member

Susan Fortini
Council Member

John Dowless
Council President

Neil G. Powell
Council Member

Lee Chotas
Council Member

CITY COUNCIL AGENDA
Regular Meeting
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, March 21, 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. ORGANIZATIONAL MEETING

1. Election Report – City Clerk Bea Meeks
2. Administer Oath of Office to newly elected Mayor and City Council member(s).
3. Election of Council President and Council President Pro Tem
4. **(Pgs. 1 - 2)** 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.

E. CONSENT AGENDA

1. Review and Approval of Minutes
 - **(Pgs. 3 - 6)** February 15, 2017 City Council Workshop
 - **(Pgs. 7 - 13)** February 21, 2017 Regular City Council Meeting
 -

2. **(Pgs. 14 - 22)** Combined Operational Assistance And Voluntary Cooperation Mutual Aid Agreement
2017.

(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

- **(Pg. 23)** Mayoral Proclamation – Water Conservation Month
- Special Presentation - Mayor

F. ORDINANCES

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

H. UNFINISHED BUSINESS

I. NEW BUSINESS

1. **(Pgs. 24 - 25)** Lien – 5637 Lake Mary Jess Shores Court

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

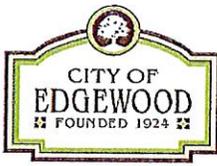
- Council President Dowless
- Council Member Powell
- Council Member Henley
- Council Member Chotas
- Council Member Fortini

O. ADJOURNMENT

UPCOMING MEETINGS:

Monday, April 10, 2017Planning & Zoning Board Meeting (6:30 p.m.)
Tuesday, April 18, 2017Regular City Council Meeting (6:30 p.m.)
Monday, April 24, 2017City Council Sign Code Workshop (6:00 p.m.)

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.



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Bagshaw AND Council Members

DATE: March 6, 2017

RE: 2017 Council Assignments.

The Code provides the following:

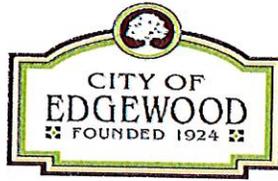
Section 3.12. - Areas of responsibility.

Upon the start of a new council session, the council president shall designate areas of responsibility (not already under the jurisdiction of the mayor) to be assigned to individual council members. Each council member shall assume responsibility for the assigned area and execute his/her other responsibilities within the broad guidelines established by the council. The council members shall render reports regarding other areas during regular or special meeting of the council.

The areas of responsibility are the following:

Finance
Code Enforcement
HAINC liaison
Cypress Grove liaison
Land Development/Master Plan
Public Works
Metro Plan
Police Department*
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.

The Code does not provide the duties associated with Council members' Charter designated responsibility. Historically, I have found that Council members serve as City liaisons when contacting various agencies and elected officials to aid the City in projects and other type of assistance that may be needed. The Council Member who accepts the assignment for finance will be needed to sign checks every other week and sometime in-between, if needed. Please note that all Council Members need to have check signing ability.



CITY COUNCIL WORKSHOP MINUTES
Tuesday, February 15, 2017

Council President Dowless opened the workshop at 6:00 p.m. and dispensed with the formalities. City Clerk Meeks confirmed the following attendance:

Attendees:

Ray Bagshaw, Mayor
John Dowless, Council President
Lee Chotas, Council Member
Susan Fortini, Council Member

Staff:

Bea L. Meeks, City Clerk
Chris Francisco, Police Chief
Drew Smith, City Attorney
Ellen Hardgrove, Planner

Absent:

Pam Henley, Council Member

Council President Dowless noted that Council will be working from the City Ordinance and not resident/business owner John Moccio's marked-up Ordinance. It was noted that the marked-up Ordinance from John Moccio is clipped separately.

City Attorney Smith noted the following:

- Whereas clauses had no changes
- Pg. 14 – 20 Definitions – City Attorney Smith explained the changes made to definitions based on discussion and input from January workshop.

Resident/business owner John Moccio said he had comments regarding window signs (line 551). He questioned how window signs will be measured.

Business owner Richard Brinkman referred to a “whereas” clause and wanted to know if a study has been done to show that changing signage will make things safer. No one was aware of a study being done.

Council President Dowless asked City Attorney Smith about how to measure a window sign and how do you define “intent”? City Attorney Smith said he will look further into “intent”. He said measuring would be the box around the window. Planner Hardgrove said it will be the whole sign. Council President Dowless said this needs to be looked at further.

- Pages 20-27

Lines 568/569 – Changes made

This requirement applies to all signs, **except those specifically exempted by this Chapter and any signs lawfully existing on the date of adoption of this Chapter, which shall be subject to Section 122-15 regarding nonconforming signs.**

- P. 28 Lines 872/877

City Attorney Smith said the changes addressed two comments: He increased the graphic allowance on awning signs to 50% from 20%. City Attorney Smith said the other part was making the sign area visible from the right-of-way and explained further. In response to Planner Hardgrove, City Attorney Smith said awnings are defined.

- Line 878-

Regarding illuminated awning, the entire awning would count.

- P. 30 Line 963 –

Change made removing language regarding landscaping beneath a monument sign.

- Line 887 –

In response to Council Member Fortini regarding illuminated signs, City Attorney Smith explained where the language came from. He said he can strike “the lettering” and have just for illuminated signs.

- L. 963 –

Height increase from 8 ft. to 12 feet.

- P. 34 L 1118/1119 –

Discussion held regarding the appraised value of signs. Council Member Fortini asked for architectural screening to be defined.

- **John Moccio** – Referred to his marked-up Ordinance at page, line 889 and asked for explanation regarding “degrees”. (Council Ordinance P 29 Line 906/908)

A sign with sign copy area on both sides shall be construed as a single sign provided both copy areas are not more than three feet apart at their closest point, and that they describe an internal angle between the copy area planes extended to no more than thirty degrees.

Referencing temporary signs, Mr. Moccio said he thought the signage should be reversed. City Attorney Smith said this is intentional (real estate-political signs, etc.), and explained why. Mr. Moccio said multi-tenants should receive some “grace”. Council Member Fortini said that 32 sq. ft. is too small for commercial signage.

6:52 p.m. Neil Powell, DDS, Council Member in attendance

- P. 30 L. 949 –

Mr. Moccio expressed his concerns regarding total signage. He said the signage is too small for multi-tenants. Planner Hardgrove said the intention was one multi-tenant sign be directed to the shopping center and when you were at the shopping center, the businesses would have their individual signs.

- P. 30 – Line 953 –

Mr. Moccio questioned limiting the face of the size, why? City Attorney Smith said the intent is so the entire sign is completely zip tracked. Mayor Bagshaw said the percentage could change.

- Line 987 – background color

City Attorney Smith said this means uniform of the sign face. City Attorney Smith said this is a policy question.

John Moccio referenced his marked-up Ordinance at page 33, line 1067 – Damaged Signs (1) appraised value. City Attorney said this gives the property owner the opportunity to get a professional appraiser.

Business Owner Richard Brinkman asked Council to use a 50% of replacement cost. Council agreed to use replacement cost. Mr. Brinkman questioned allowing 3 years to remove a non-conforming sign. He said he doesn't think it is fair to pay money to take down signs and take

away their advertising. Mr. Brinkman said that he drove around the City and what he found is that for those businesses that had landscaping he didn't notice the sign. He said he noticed the signs of businesses without landscaping. Mayor Bagshaw said the City can address landscaping but the City didn't want to go after signs and landscaping. He said the intent is not to punish anyone, it is to clean the signs up. City Attorney Smith said the City is addressing (1) permitted signs and (2) pole signs which have amortized out. He said there are pole signs in town that the City would be unhappy with. He asked "if we are not talking about pole signs, are there signs we want to amortize out"? Council President Dowless said the intent is not to punish anyone. He said he is concerned about the useful life of signs.

Richard Brinkman asked if his sign is lawful (16 feet in height). Planner Hardgrove said it is not a conforming sign.

Planner Hardgrove said it was her understanding that when the final draft is done, then all signs would be reviewed to see what sign was allowed and what was not allowed.

Planner Hardgrove explained the 2002 Ordinance and pointed out that the City is in the same situation as it was in 2002.

Business owner Fran Pignone said she thought there was a lot of progress made tonight. She said it isn't about policy; it is about constitutionality of property rights.

Business owner Richard Brinkman asked Council to not have an amortization period.

City Attorney Smith asked what type of pole signs does the City want to see. He said the City's sign is a low pole sign (metal poles). He asked if it was higher would the City be okay to see this on other properties.

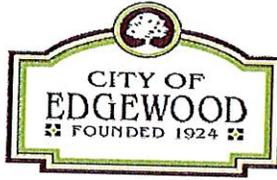
City Attorney Smith suggested one more workshop.

Having no further business or discussion, the workshop adjourned at 8:05 p.m.

John Dowless
Council President

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

Approved on _____



City Council Regular Meeting
February 21, 2017

ATTENDEES:

City Council

Ray Bagshaw, Mayor
John Dowless, Council President
Lee Chotas, Council Member
Susan Fortini, Council Member
Neil Powell, DDS, Council Member
Pam Henley, Council Member

Staff:

Bea L. Meeks, City Clerk
Chris Francisco, Police Chief
Drew Smith, City Attorney
Ellen Hardgrove, Planner
Sandy Repp, Administrative Assistant
Sgt. John Freeburg

CALL TO ORDER

Council President Dowless called the February 21, 2017 City Council meeting to order at 6:00 p.m. He called for a moment of silence, followed by leading everyone in the Pledge of Allegiance.

City Clerk Meeks confirmed the attendance of the Mayor and Council Members and announced there was a quorum.

CONSENT AGENDA

1. Review and Approval of Minutes
 - January 11, 2017 City Council Workshop
 - January 17, 2017 Regular City Council Meeting

Council Member Powell made the Motion to approve both sets of minutes as presented; Seconded by Council Member Fortini. Unanimously approved (5/0).

Council President Dowless requested to move "Unfinished Business" up on the agenda; there were no objections.

UNFINISHED BUSINESS

1. Discussion of draft moratorium ordinance regarding certain uses in the C-2 and C-3 zoning districts.

Council President Dowless asked Planner Hardgrove to provide some history regarding the draft Ordinance for the moratorium. After presenting the history, Planner Hardgrove asked Council what direction they wanted to go. She said if Council thinks it is not a good idea to move forward to let her know so that she can stop her work. She asked if Council wants a moratorium on heavy commercial. Planner Hardgrove explained the allowed uses the Planning & Zoning Board recommended. She said they took out all C-3 uses except for two. Planner Hardgrove said the Planning & Zoning Board also removed some C-2 uses, and she explained those uses taken out and the remaining uses. She said the uses were removed because they did not meet the intent of the new district. Planner Hardgrove expanded on the following: (1) The uses along Orange Avenue would be those uses the residents of Edgewood would be using. (2) The uses would also be based on the target employment that the City wants. (3) To encourage a mix of non-intended residential uses with residential uses. She said the design standards would be in the Code. (4) Prohibits outdoors storage and fleets of parking. Planner Hardgrove said this summed up the intent of the new district; neighborhood commercial, services, entertainment, employment and residential districts.

In response to Council Member Chotas, Planner Hardgrove said there are no direct inconsistencies in the Comp Plan and the zoning. Council Member Chotas said that the Comp Plan should be reviewed by the Planning & Zoning Board and determine any inconsistencies and amend the comp plan, if applicable. City Clerk Meeks noted that there were no funds placed in the current budget to do a Comp Plan amendment. Council Member Chotas said he is not suggesting amending the Comp Plan; he is suggesting a review and determines if an amendment needs to be done.

Public Comments:

Jay Strates – Mr. Strates noted a moratorium currently in place in the City of Winter Garden. He said the moratorium is in place to allow the City time to develop overlays. He said it has been in place for just over a year and may be extended. Mr. Strates said he is an advocate of property rights. He says in his opinion, a moratorium should not be done unless you are going to initiate change. He said in his brief review of the City's proposed Ordinance, he did not see any flexibility so if you need to make changes during the 180 days moratorium you cannot make a change. He said in the short run it can impact a property owner if they are trying to do a transaction with the business. He explained what drives the value of the property. He explained that development is gravitating down from SODO. He said going forward, planning makes sense. He said that Edgewood, Belle Isle and Pine Castle may want to coordinate to have a consistent transition. He said that in his research he found that development and property values increased post-moratorium.

In response to Council President Dowless, City Attorney Smith explained what flexibility in a moratorium Ordinance will allow when included, and what it will not allow.

Dan Drummond, 540 Mandalay Road, Edgewood- Resident Drummond thanked the Mayor and Council for their service to the City, and thanked the Planning & Zoning Board. He said he does not have a problem with their intent; he has a problem with the process. Resident Drummond explained how property owners could be harmed by the moratorium. He urged Council to reconsider the process.

John Runner, 4854 S. Orange Avenue, Edgewood- Mr. Runner said he has been an automotive business owner in the City for 42 years. He questioned Council about the value of property going down if they rezone the property. He said if Council approves rezoning and he cannot be an automotive repair business, who is he going to sell his business to?

At the request of Council President Dowless, Jay Strates said that the letters he sent out was responded to well. He said the whole idea of the letters, responses and redevelopment is to get the highest and best use. He said the City has a lot of shallow areas which is a challenge. City Attorney Smith explained legal non-conforming uses and said property owners can sell their property as long as they do not change the footprint of the business.

Mayor Bagshaw said that conversations have been held about holding visioning sessions; one with business/land owners and one with residents. Mayor Bagshaw said it is not a one step process, and explained the process after the first step. He notes that the City's property values are not increasing like other cities. He said he has asked property appraisers about this and is told it is because of Orange Avenue.

Council President Dowless said that the decision needs to be made to move on or stop and quit spending the money.

Planner Hardgrove said the Planning & Zoning Board's recommendation is to no longer allow heavier commercial uses. She asked Council the same question as she did the Planning & Zoning Board; what do you want the Orange Avenue corridor to be? She said it is a two-step process: (1) Put in place a moratorium so that you do not get the heavy commercial uses (2) Put in place planning and design standards.

Council Member Chotas said he would like for Planner Hardgrove to work with the Planning & Zoning Board and bring back how they want the Orange Avenue corridor to look.

In response to Council Member Elect Horn, Planner Hardgrove said the City benefits from the moratorium. She said the positive for the landowner is that they know the vision of the City and the direction they want to go.

City Clerk Meeks read into the record an email from John Moccio objecting to the proposed moratorium.

Resident Drummond asked if John Moccio’s property burns down can he rebuild. City Attorney Smith said there is a process for it in the moratorium.

Planner Hardgrove was asked to review the comp plan regarding zoning regulations.

[Mayor Bagshaw stepped away from the meeting.]

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

ORDINANCE 2017-01: AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ESTABLISHING A TEMPORARY 180 DAY MORATORIUM WITHIN THE CITY OF EDGEWOOD PROHIBITING THE ESTABLISHMENT AND OPERATION OF QUALIFIED DISPENSING FACILITIES FOR LOW-THC AND MEDICAL CANNABIS AND MEDICAL MARIJUANA TREATMENT CENTERS FOR MARIJUANA FOR MEDICAL PURPOSES DURING THE 180 MORATORIUM PERIOD; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Smith provided the second reading of Ordinance 2017-01.

Council President Dowless opened for public hearing-

Thomas Sampson-Belle Isle resident- Mr. Sampson stated his reasons why he opposes the moratorium. He provided City Clerk Meeks with a copy of Chapter 2016-123 regarding House Bills No. 307 and 1313, as he noted some information from this law to the Council

Council President Dowless confirmed that the moratorium is to address the new legislation.

Having no further comments, Council President Dowless closed the public hearing. There were no discussion/comments from Council

Council President Dowless made the Motion to approve Ordinance 2017-01; Seconded by Council Member Chotas.

The Motion to approve the second/final reading of Ordinance 2017-01 was unanimously approved in the following rollcall vote (5/0):

<i>Council Member Powell</i>	<i>Favor</i>
<i>Council Member Henley</i>	<i>Favor</i>
<i>Council President Dowless</i>	<i>Favor</i>
<i>Council Member Fortini</i>	<i>Favor</i>
<i>Council Member Chotas</i>	<i>Favor</i>

ORDINANCES

None.

NEW BUSINESS

2. **RESOLUTION 2017-01 – A RESOLUTION OF THE CITY OF EDGEWOOD COMMENDING THE FLORIDA ASSOCIATION OF CITY CLERKS FOR ITS 45TH ANNIVERSARY.**

City Attorney Smith read Resolution 2017-01 in title only.

Council Member Henley made the Motion to approve the Resolution; Seconded by Council Member Powell. Unanimously approved (5/0).

3. MHR Group, LLC – Request to Waive Lien (5637 Lake Mary Jess Shores)

City Clerk Meeks stated her reasons why she was not in favor of approving waiver of the lien.

City Attorney Smith explained the code enforcement actions that took place during a two year process on a property that had been in foreclosure since 2008.

[Mayor Bagshaw has returned to the meeting]

Chief Francisco said the property has been brought into compliance. He said everyone was noticed and the purpose is to have compliancy met. He said if a lien is relieved it will encourage others not to come into compliancy.

Mayor Bagshaw noted that there is a contract for purchase on the house.

Council Member Chotas made the Motion to deny the request for relief from the lien; Seconded by Council Member Powell. Unanimously approved (5/0).

PRESENTATIONS

- Mayoral Proclamation

Mayor Bagshaw presented a Proclamation supporting awareness of gambling and observing March as Problem Gambling Awareness Month.

- Little & Land Design's Proposal RE: City of Edgewood Visioning

Mayor Bagshaw confirmed for Council that no one from Little is in attendance. He said the proposal is for Council to review and consider. He gave a brief outline of their interaction with the City. The Mayor confirmed the group would take the lead in bringing the land/business owners together, and then the residents for visioning sessions. He said this is a \$10,000 proposal. In response to Council Member Chotas, City Attorney Smith confirmed the Mayor has the discretion to retain Little, as the proposed contract amount is \$10,000, which is under the

monetary threshold and does not require a Request for Proposal/Request for Qualifications. *It was the consensus of Council that Mayor Bagshaw finalize the proposal.*

GENERAL INFORMATION (No action required)

None

CITIZEN COMMENTS

None.

BOARDS & COMMITTEES

STAFF REPORTS

City Attorney:

- City Attorney Smith announced that Council needs to set a date for another sign code workshop. *It was the consensus of Council that the next sign code workshop will be held on April 24, 2017 from 6:00 p.m. to 8:00 p.m.*

Police Chief:

- Monthly report

Chief Francisco gave his monthly PowerPoint presentation.

City Clerk:

City Clerk Meeks reported on the following:

- Confirmed that Charter Referendum was published in the Orlando Sentinel
- Confirmed that the logic and accuracy test will be published in the Orlando Sentinel. She said the public test will be held on March 2, 2017 at the Orange County Supervisor of Election Office. She said canvassing board members Council Member Chotas and Planning & Zoning Chairwoman Regina Dunay will be attending the test.
- Confirmed Early voting begins February 12th.
- Confirmed vote by mail ballots were mailed out on February 14th.
- Announced auditors will be in City Hall on February 22, 2017 to do final audit fieldwork.
- Introduced Council Member Elect Alan Horn.

MAYOR & COUNCIL REPORTS

Mayor Bagshaw:

- Announced the passing of Jim Harris, Russell Home Board of Director.
- Announced that Bob Harrell (former County Commissioner and Edgewood property owner) had a recent medical episode resulting in open heart surgery. Mayor Bagshaw said he has

inquired from the Florida League of Cities about their mobile unit for medical screening. He said Bob Harrell and wife Ruth said they will donate money to bring the mobile unit in to provide a one day use to City employees. He has also inquired from other business owners to donate so services are free to employees.

- Mayor Bagshaw noted the increase in permitting and extra work load on staff.
- He announced that the Farmers Market is now held on Thursday mornings from 10:00 a.m. to 2:00 p.m.
- Announced a private birthday party will be held on Sunday, March 12, 2017 in Bagshaw Park. He said an Agreement has been signed.
- Announced that on the third Friday of every month, Edgewood Eats! will be held in Bagshaw Park.

Council President Dowless—

- Council President Dowless announced he will not be in attendance at March meeting

Council Member Powell-

- No report.

Council Member Henley-

- No report.

Council Member Chotas-

- No report.

Council Member Fortini-

- No report.

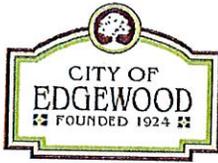
ADJOURNMENT

Having no further business or discussion, the workshop adjourned at 9:03 p.m.

John Dowless
Council President

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

Approved in _____ City Council Meeting



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Bagshaw AND Council Members
DATE: March 9, 2017
RE: Combined Operational Assistance And Voluntary Cooperation Mutual Aid Agreement 2017

The above-referenced Agreement is an Agreement that the City of Edgewood has held with Orange County and other municipalities throughout the years and is now up for renewal. The Agreement has been reviewed by City Attorney Smith and approved as to legal format.

RECOMMENDATION: Approve as presented and authorize Mayor Bagshaw and Chief Francisco to sign.

**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 Sheriff of Orange County, Florida ("OCSO"), and the City of [Name], Florida ("City"), 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.

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.

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. Written requests directed to the OCSO via U.S. Mail shall be addressed to P.O. Box 1440, Orlando, Florida 32802-1440. Written requests directed to the City via U.S. Mail shall be addressed to [Address]. 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. Neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid herein. 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. In each of the following circumstances constituting a law enforcement emergency, the OCSO shall be deemed to have requested the operational assistance of the other party to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the City police officer shall notify the OCSO as soon as practicable. 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 City police officer in the unincorporated county witnesses a forcible felony, as defined by Florida Statute 776.08, or other crime of violence against a person.

2. A City police officer in the unincorporated county observes a driver engaging in a pattern of conduct that constitutes imminent danger to the motoring public and reasonable suspicion of driving under the influence in violation of Florida law.
3. A City police officer within Orange County observes, or is notified of, an OCSO deputy needing or requesting assistance.
4. A City police officer taking law enforcement action pursuant to Section III(H)(1), III(H)(2), or III(H)(3) witnesses a related crime (e.g., resisting).

I. A City police officer who takes law enforcement action outside the City pursuant to this Agreement shall notify the OCSO and 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.

J. Except as specifically authorized in Section III(H) herein, City police officers are not empowered under this Agreement to take law enforcement action in areas of Orange County that are outside the City limits without specifically contacting the OCSO in advance for permission. The decision of the Sheriff or designee in these matters 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 Sheriff and Chief of Police 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 Sheriff and Chief of Police 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 to City police officers 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 and Venue:** This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.

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

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 ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2017.

General Counsel

**EDGEWOOD POLICE
DEPARTMENT**

Chris Francisco
Chief of Police

Date: _____

ATTEST: _____

City Clerk

APPROVED:
CITY OF 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

MAYORAL PROCLAMATION

WHEREAS, water is a basic and essential need of every citizen; and

WHEREAS, clean safe, and sustainable water resources and supplies are vital to the City of Edgewood economy, environment and its people; and

WHEREAS, the state of Florida, water management districts, and the City of Edgewood are all working together to increase awareness about the importance of the efficient use of water, and advocating sound water conservation practices; and

WHEREAS, the City of Edgewood and state of Florida have designated April, typically a dry month when water demands are increased, as *Water Conservation Month* to educate private citizens and other users about efficient use of precious water resources; and

WHEREAS, the City of Edgewood has encouraged and supported water conservation through various programs, and is committed to setting a good example for its citizens regarding water conservation; and

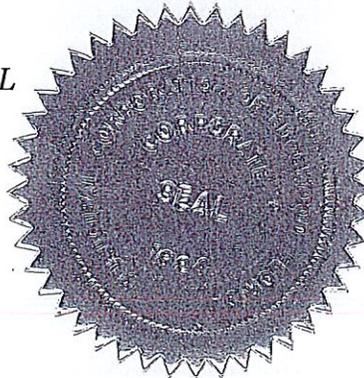
WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water.

NOW, THEREFORE, I, Ray Bagshaw, by virtue of the authority vested in me as Mayor of the City of Edgewood, in the state of Florida, do hereby proclaim the month of **April 2017** to be **Water Conservation Month** in the City of Edgewood, Florida, and urge all residents and businesses to help protect our precious water resources by practicing water-saving measures and becoming more aware of the need to save water.

Dated this 21st day of March, 2017.


Ray Bagshaw, Mayor

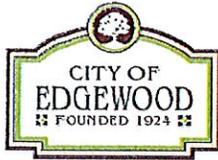
SEAL



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 AND Council Members

DATE: March 13, 2017

RE: Lien – 5637 Lake Mary Jess Shores Ct., Orlando, Florida 32839

I received the attached correspondence to this memo from Derek R. Griffith, Esquire regarding the above-referenced lien. You may recall, Council denied the waiver of this lien in your February City Council meeting. The lien amount is \$11,700. As you can see from the correspondence, the MHR Group, LLC retained the services of an attorney and are requesting the removal of the lien and all fees associated with the lien. City Attorney Smith will address this matter with you.

THE GRIFFITH LAW FIRM, P.A.

Attorney at Law

2655 S. Le Jeune Road, Suite 1110

Coral Gables, Florida 33134

Tel. (305) 224-1878 • Fax. (305) 224-1879

e-mail: dgriffith@esqmiami.com

March 13, 2017

Via Email

Ms. Bea L. Meeks

405 Larue Avenue

Edgewood, FL 32809

Email: bmeeks@edgewood-fl.gov

Re: *5637 Lake Mary Jess Shores Ct., Orlando, Florida 32839*

Dear Ms. Meeks,

This firm represents MHR Group, LLC with matters relating to the property located at 5637 Lake Mary Jess Shores Ct., Orlando, Florida 32839 (the "Property"). Our client purchased this property at the Orange County foreclosure auction on or about August 26, 2016. It appears the Property has liens and code violations from the previous owner(s). Our client immediately remedied the violations upon taking legal possession of the Property. Despite the foregoing and contrary to Florida law, it appears the City of Edgewood is attempting to wrongfully impose the liens and fees against our client. Please accept this correspondence as a formal demand for removal of all encumbrances (liens, code violations, ect.) from the Property.

In accordance with Florida law, there is no legal basis for the City of Edgewood to maintain let alone demand funds from our client relating to these encumbrances. The foreclosure action where my client purchased the Property was prosecuted to a judicial sale, that sale discharged all liens, including city liens as a result of the City's failure to intervene in the action within 30 days. Section 48.23(1)(d) FS. and *Ober v. Town of Lauderdale-by-the-Sea*, 2017 Fla. App. Fla. Dist. Ct. App. 4th Dist.

Accordingly, in an effort to resolve this matter amicably we request that the encumbrances imposed by the City on my client's Property be removed along with the fees associated therewith. Please confirm the foregoing on or before March 17, 2017.

We trust that you understand the seriousness of this matter and our Clients' resolve to bring this matter to a conclusion, whether by mutual resolution or court action. We look forward to your reply.

Very Truly Yours,

/s/ Derek R. Griffith, Esq.

For the Firm