

Mayor

Ben Pierce
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, March 19, 2019
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 & PLEDGE OF ALLEGIANCE

C. ROLL CALL & DETERMINATION OF QUORUM

D. PRESENTATION

E. CONSENT AGENDA

1. Review and Approval of Minutes

- **(Pgs. 1-6)** March 19, 2019 City Council Meeting Minutes
- **(Pgs. 7-8)** April 11, 2019 City Council Special Meeting Minutes
- **(Pgs. 9-11)** Agreement for Traffic Control on Private Roads

(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.)

F. ORDINANCES

1. **(Pgs. 12-13) ORDINANCE 2019-02** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, RENAMING AND DESIGNATING LARUE AVENUE SO THAT IT WILL HEREAFTER BE KNOWN AS BAGSHAW WAY IN HONOR OF MAYOR RAYMOND A. BAGSHAW; DIRECTING THE CITY CLERK TO NOTIFY THE UNITED STATES POSTAL SERVICE OF THE NAME CHANGE, TO RECORD A CERTIFIED COPY OF THIS ORDINANCE IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND TO UPDATE THE OFFICIAL MAPS OF THE CITY OF EDGEWOOD TO REFLECT THE CHANGED NAME; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE

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

1. **(Pgs.14-16) ORDINANCE 2019-01** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING SUBPART B “LAND DEVELOPMENT REGULATIONS”, CHAPTER 101, “GENERAL AND ADMINISTRATIVE PROVISIONS”, ARTICLE I, “PASS-THROUGH FEES”, IN THE CODE OF ORDINANCES; PROVIDING FOR PASS-THROUGH TO THE APPLICANT OF CERTAIN COSTS INCURRED BY THE CITY PERTAINING TO THE REVIEW, INSPECTION AND REGULATION OF APPLICATIONS FOR SIGN PERMITS AND WAIVERS FROM THE EDGEWOOD CENTRAL DISTRICT STANDARDS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

H. UNFINISHED BUSINESS

1. Vacancy – Office of Mayor
 - Motion on the table to appoint Council President John Dowless as Mayor for the City of Edgewood
2. **(Pgs. 17-23)** New Horizon’s Agreement - City Attorney Smith (Discussion Only)

I. NEW BUSINESS

1. **(Pg. 24)** Body Cam Lease Program – Police Chief John Freeburg

J. GENERAL INFORMATION (No action required)**K. CITIZEN COMMENTS****L. BOARDS & COMMITTEES**

None.

M. STAFF REPORTS

City Attorney Smith:

Police Chief Freeburg:

- (Pg. 25) Monthly Report

City Clerk Meeks:

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| N. MAYOR & COUNCIL REPORTS |
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- Council President Dowless
- Council Member Chotas
- Council Member Fortini
- Council Member Horn
- Council Member Pierce

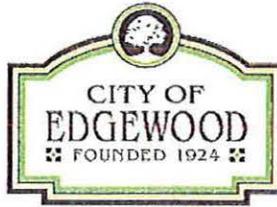
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| O. ADJOURNMENT |
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UPCOMING MEETINGS:

Monday, May 13, 2019.....Planning & Zoning Meeting (6:30 p.m.)

Tuesday, May 15, 2019.....Regular City Council Meeting (6:30 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.



CITY COUNCIL MEETING MINUTES
Tuesday, March 19, 2019

CALL TO ORDER

Council President/Acting Mayor John Dowless called the Edgewood City Council meeting to Order at 6:30 p.m. He gave the invocation followed by resident Les Slesnick leading everyone in the Pledge of Allegiance.

ROLL CALL & DETERMINATION OF QUORUM

City Clerk Meeks announced there was a quorum with three of the five Council members present; absent was Council Members Chotas and Pierce.

Council Member Fortini made the Motion to excuse Council Members Chotas and Pierce; Second by Council Member Horn. Approved 3/0.

ORGANIZATIONAL MEETING

City Clerk Meeks confirmed the seat for Mayor and two Council members were unopposed therefore; no election was held.

City Clerk Meeks administered the Oath of Office to Council Member John Dowless and Council Member Richard Alan Horn.

Council Member Dowless and Council Member Horn discussed the terms per the Charter and the transition to three year terms. It was agreed that Council Member Dowless would serve the three-year term and Council Member Horn would serve the one-year term.

Brief discussion was held regarding the election of a Council President and Council President Pro Tem.

Council Member Horn made the Motion to elect Council Member John Dowless as the Council President; Second by Council Member Fortini. Approved 3/0.

Council President Dowless made the Motion to elect Council Member Ben Pierce as the Council President Pro Tem; Second by Council Member Horn. Approved 3/0.

After brief discussion, Council President Dowless made the following designated areas of responsibility (not already under the Jurisdiction of the Mayor):

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|--|
| Finance & Budget – Council Member Susan Fortini |
| Code Enforcement Council Member Lee Chotas |
| HAINC liaison |
| Cypress Grove liaison |
| Land Development/Master Plan Council Member Ben Pierce |
| Public Works Council Member Alan Horn |
| Metro Plan Council President John Dowless |
| Police Department* |
| City Hall* |
| Contract Staff* |

Following Council assignments, the review and appointment of consultants per the City Charter was briefly discussed. Council President Dowless recommended that the City continue its partnerships with CPH Engineering, Holland & Reilly, McDemit-Davis and Shepard, Smith, Kohlmyer & Hand, P.A. *It was the consensus of Council to continue with these Agreements.*

A brief discussion was held regarding the City’s street maintenance contract with New Horizon’s (Jerry and Sande Reynolds). City Clerk Meeks was directed to forward the current Agreement to Council Members for their review and consideration.

PRESENTATION

FY 17/18 Audit - Tom Reilly, Holland & Reilly, PA

Tom Reilly presented the City’s annual audit to Council and staff. He reported that once again, staff and consultants were great to work with. He said that GASB 68 is still requiring a lot of work. Mr. Reilly presented a PowerPoint presentation explaining the audit; Council and staff was provided with a copy of the presentation.

Council Member Horn made the Motion to accept the fiscal year 2017/2018 audit as presented; Second by Council Member Fortini. Approved 3/0.

CONSENT AGENDA

1. Review and Approval of Minutes
2. Updated Mutual Aid Agreements with Orange County Sheriff’s Office
 - Sunrail Combined Operational Assistance and Voluntary Cooperation Mutual Air Agreement 2019
 - Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement 2019

Council Member Fortini made the Motion to approve the Consent Agenda as presented; Second by Council Member Horn. Approved 3/0.

ORDINANCES

ORDINANCE 2019-01 - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING SUBPART B "LAND DEVELOPMENT REGULATIONS", CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS", ARTICLE I, "PASS-THROUGH FEES", IN THE CODE OF ORDINANCES; PROVIDING FOR PASS-THROUGH TO THE APPLICANT OF CERTAIN COSTS INCURRED BY THE CITY PERTAINING TO THE REVIEW, INSPECTION AND REGULATION OF APPLICATIONS FOR SIGN PERMITS AND WAIVERS FROM THE EDGEWOOD CENTRAL DISTRICT STANDARDS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

City Clerk Meeks confirmed for City Attorney Smith that this is first reading and that the Ordinance was placed on the agenda as second reading in error.

City Attorney Smith gave the first reading of Ordinance 2019-01 in title only. He explained to Council that approval of the Ordinance will allow pass-through fees.

Council President Dowless opened for public comments; there were none.

Council President Dowless made the Motion to approve the first reading of Ordinance 2019-01; second by Council Member Fortini.

The Motion was approved by the following roll call vote (4/0):

Council Member Horn - Yes
Council President Dowless - Yes
Council Member Fortini - Yes
Council Member Pierce - Absent
Council Member Chotas - Absent

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Council President Dowless reminded everyone that Mayor Bagshaw's visitation is March 20, 2019 from 4 p.m. to 6 p.m.

GENERAL INFORMATION (No action required)

Channa Lloyd gave an update on the upcoming 2020 Census. She said the census can: (1) cause a gain in seats in the House and (2) can affect grant funding. She said people will be able to respond online. Ms. Lloyd said residents will receive communications in the spring regarding the 2020 census. She said census data is taken very seriously and taken in an aggregate and is held confidential. She said the census is per household. Ms. Lloyd said people will be hired who are familiar with the area.

CITIZEN COMMENTS

Maria Abadal Cahill, 518 Glen Grove Lane (provided a copy of her statement for the record)

Ms. Cahill said her purpose in speaking is to preserve standing as it relates to tree in front of her parents' home at 518 Glen Grove Lane. She said her parents are not in agreement with a neighbor who requested removal of the tree. City Clerk Meeks advised Council that the tree has been inspected by an arborist, the City Engineer and Allstate Paving. City Clerk Meeks reported that to shave the roots requires removing the hardware around the tree and that it is expensive to do this. Additionally, City Clerk Meeks said in time, the tree eventually will have to be removed.

City Clerk Meeks said Ms. Cahill's brother-in-law, Jim Nicoloff, made a records request for all communications, including inspections and pictures of the tree. She said that the City Attorney was provided with a copy of her response. She said she will provide Council Members with a copy of the response.

Susan Lomas

Ms. Lomas said the subject tree is across the street from her house. She gave the history of Orange County giving oak trees to the residents prior to being annexed into the City. Ms. Lomas said the trees became a problem as they grew. She said that the trees should be replaced with a tree that will not cause damage. Ms. Lomas thanked the City for removing the three trees that were recently removed and for trimming the subject tree.

It was the consensus of Council to schedule this matter on an agenda date to be determined.

Les Slesnick

Resident Les Slesnick asked what was the process of appointing a Mayor. City Attorney Smith explained the Charter provision. Resident Slesnick spoke to all the things Mayor Bagshaw did for the City. He said the City needs someone who understands what the city has been doing, what to say and when to say it, and someone who commands respect. He recommended Council President Dowless be approved as Mayor.

BOARDS & COMMITTEES

None.

M. STAFF REPORTS

City Attorney Smith: No report

Police Chief Freeburg:

- Monthly Report

Chief Freeburg reported that his department received a JAG grant for an electronic messaging sign. City Clerk Meeks said the Acceptance Letter has been signed by Acting Mayor Dowless.

Chief Freeburg reminded everyone of the upcoming accreditation. In response to Council Member Horn, Chief Freeburg said that in addition to accolades, he said that law enforcement agencies that are accredited have the same standards in place i.e. how his officers respond to warning shots. Chief Freeburg said there is comfort in backing up agencies that are accredited because he knows their standards are the same as the City.

City Clerk Meeks:

Reminded everyone of the special Council meeting scheduled for April 8, 2019 at 9:00 a.m.

N. MAYOR & COUNCIL REPORTS

- **Council President Dowless –**

Council President Dowless ask for consideration in renaming Larue Avenue after Mayor Bagshaw.

It was the consensus of Council to rename Larue Avenue to Bagshaw Way.

City Clerk Meeks was directed to have the Resolution of Intent to rename Larue Avenue on the special Council meeting agenda.

Council President Dowless said he has talked to three people about the Mayor's position. He said he feels it is important to have continuity. For this reason he said the Mayor should be a council member, a recent council member or a Planning & Zoning Board member who has been involved with the City. In response to Council Member Fortini, Council President Dowless said the challenge is getting someone who wants to serve the 3-year term. Council President Dowless said he is open to the idea of being Mayor but feels odd recommending himself. Discussion was held regarding getting a Council Member if Council President Dowless became Mayor. Council Member Fortini said she would like to see "what is out there". Council Members Horn and Fortini said they will lend their support to Council President Dowless, and that they are willing to step up and do more.

- **Council Member Chotas:**

Absent.

- **Council Member Fortini**

No comments.

- **Council Member Horn:**

Council Member Horn followed-up on discussion held in previous Council meeting regarding the Orange/Gatlin/Holden intersection. He related an issue he encountered with the traffic at this intersection. Chief Freeburg said the City is supposed to be getting a report from MetroPlan and was told it would be received this week. He said it has been identified that the timing of the lights is the biggest problem but the easy fix. Traffic engineers say the turn lane at Le Coq Au Vin is what it has to be. Council President Dowless said he is in communications with MetroPlan regarding this matter.

- **Council Member Pierce:**

Absent.

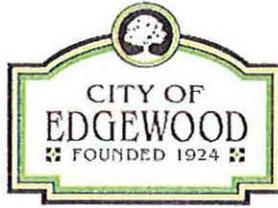
ADJOURNMENT

Having no further business or discussion, Council Member Fortini made a Motion to adjourn; Second by Council President Dowless. The City Council meeting adjourned at 8:23 p.m.

John Dowless
Council President

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

Approved on



SPECIAL CITY COUNCIL MEETING MINUTES
Monday, April 11, 2019

CALL TO ORDER

Council President Dowless called the April 11, 2019 Special City Council meeting to order at 9:00 a.m. Council President Dowless asked for a moment of silence and then led everyone in the Pledge of Allegiance. City Clerk Meeks announced there was a quorum with three voting members in attendance. The following attendance is noted:

Attendees:

John Dowless, Council President
Richard Alan Horn, Council Member
Ben Pierce, Council Member

Absent:

Susan Fortini, Council Member
Lee Chotas, Council Member

Staff:

Bea Meeks, City Clerk
John Freeburg, Police Chief
Sandy Riffle, Deputy City Clerk
Shannon Patterson, PD Manager
Drew Smith, City Attorney

City Clerk Meeks ask for a Motion to excuse Council Members Fortini and Chotas. She confirmed that both gave prior notice of their absence.

Council Member Horn gave a Motion to excuse the absences of Council Members Fortini and Chotas; Second by Council Member Pierce. Approved 3/0.

PRESENTATIONS

Council President Dowless acknowledged receiving letters of condolences and/or Resolutions honoring and recognizing the passing of Mayor Bagshaw. He said letters were received from Governor Ron DeSantis and Orlando Mayor Buddy Dyer. Additionally, Mayor Dyer and Kat Gordon, School Board Vice Chair and District 5 member provided a Resolution.

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| CONSENT AGENDA |
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- March 11, 2019 City Council Special Meeting Minutes

Council Member Horn made the Motion to approve the Consent Agenda; Second by Council Member Pierce. Approved 3/0.

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| NEW BUSINESS |
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- Vacancy – Office of Mayor

Council President Dowless asked if anyone at the dais is willing to be the Mayor. Council Member Horn said Council President Dowless should be the Mayor. Council President Dowless said he is willing to step up into the position of Mayor. City Attorney Smith said that a motion can be made to move it to the April 16th agenda for the approval of Council President Dowless as Mayor.

Council Member Horn made the Motion for Council President Dowless to be Mayor; Second by Council Member Pierce.

Council President Dowless made a Motion to table the vote to the April 16, 2019 Council meeting; Second by Council Member Pierce. Approved 3/0.

City Clerk Meeks was directed to put this matter on the April 16, 2019 agenda.

- **RESOLUTION NO. 2019 – 01** - A RESOLUTION OF INTENT TO RENAME LARUE AVENUE IN THE CITY OF EDGEWOOD TO BAGSHAW WAY. DIRECTING THE APPROPRIATE CITY STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith gave the reading of Resolution 2019-01.

Council President Dowless made the Motion to approve the Resolution; Second by Council Member Horn. Approved 3/0.

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| OLD BUSINESS |
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None.

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| ADJOURNMENT |
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Having no further business, the meeting adjourned at 9:13 a.m.

John Dowless
Council President

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

Approved on

**AGREEMENT FOR
TRAFFIC CONTROL ON PRIVATE ROADS**

This Agreement for Traffic Control on Private Roads is entered into by and between the City of Edgewood (hereinafter referred to as the "City"), and CAMELOT (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Association owns fee simple title to all the private roadways lying within a gated community (hereinafter "Private Roads") which are more specifically described in Exhibit "A" attached hereto; and

WHEREAS, Section 316.006(2)(b), *Florida Statutes*, provides that a city may exercise jurisdiction over any private roads if the city and the party owning such roads provide for city traffic control jurisdiction by a written agreement approved by the City Council; and

WHEREAS, the Association wants the City to exercise traffic control jurisdiction upon the Private Roads; and

WHEREAS, the City of Edgewood Police Department is willing to exercise traffic control jurisdiction upon the Private Roads; and

WHEREAS, the Association, at a duly called meeting of the Board of Directors, has approved this Agreement and authorized its undersigned representative to execute this Agreement; and

WHEREAS, the parties desire to set forth the terms and conditions required for such an agreement.

NOW, THEREFORE, in consideration of the covenants and conditions herein, the City and the Association hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **JURISDICTION.** The City agrees to exercise jurisdiction over traffic control upon the Private Roads pursuant to the terms and conditions expressed in Sections 316.006(2)(b) and 316.008(1)(b), *Florida Statutes*, and as amended.

3. **SIGNAGE.** The Association shall establish the speed limit for the Private Roads and shall be responsible for posting and maintaining all appropriate signage along the Private Roads. All traffic signage must comply with Department of Transportation requirements prior to any enforcement action.

4. **AUTHORITY IN ADDITION TO EXISTING AUTHORITY.** The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to any other authority presently exercised by the City over the Private Roads, and nothing herein shall be construed to limit or remove any such authority. The City agrees to continue to provide such police services as are required by law.

5. **MEANS AND METHODS OF ENFORCEMENT.** The City shall be solely responsible for the means and methods of enforcement including and not limited to the scheduling of patrols and the methods of enforcement. The ASSOCIATION may provide input relating to desired scheduling of patrols, all subject to the City's sole determinations as to time and frequency of patrols and the use of radars.

6. **CITY TO RETAIN REVENUES.** All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be retained by the City and apportioned in the manner set forth in applicable statutes.

7. **LIABILITY NOT INCREASED.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City than that which the City would ordinarily be subjected to when providing its normal police services.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, the Association shall indemnify, defend, and hold the City harmless from any loss, cost, damage or expense, including attorney's fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage or signage or any matter related to providing traffic control enforcement pursuant to this Agreement. To ensure its ability to fulfill its obligation under this paragraph, the Association shall provide, pay for and maintain in full force at all times during the term of this Agreement a General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), and shall file with the City current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the City as an additional insured as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City.

9. **ROAD MAINTENANCE.** Neither the existence of the Agreement nor anything contained herein shall impose any obligation or duty upon the City to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair, and construction or reconstruction of all roads, drainage and signage located upon the property of the Association shall at all times be solely and exclusively the responsibility of the Association.

10. **TERM.** The term of this Agreement shall commence on the date of this Agreement and continue for a period of one (1) year, and shall thereafter automatically continue for successive one year terms unless terminated by either party by thirty (30) days written notice; provided. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **ENTIRE AGREEMENT.** This Agreement, including the Exhibit attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with the approval of the City Council.

12. **NOTICE.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following:

TO THE CITY: Mayor
City of Edgewood
405 Larue Avenue
Edgewood, Florida 32809

TO THE ASSOCIATION:



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

CITY OF EDGEWOOD

By: _____

ORDINANCE NO. 2019-02

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, RENAMING AND DESIGNATING LARUE AVENUE SO THAT IT WILL HEREAFTER BE KNOWN AS BAGSHAW WAY IN HONOR OF MAYOR RAYMOND A. BAGSHAW; DIRECTING THE CITY CLERK TO NOTIFY THE UNITED STATES POSTAL SERVICE OF THE NAME CHANGE, TO RECORD A CERTIFIED COPY OF THIS ORDINANCE IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND TO UPDATE THE OFFICIAL MAPS OF THE CITY OF EDGEWOOD TO REFLECT THE CHANGED NAME; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, Raymond A. Bagshaw was sworn in as Mayor for the City of Edgewood, Florida on March 15, 2011; and

WHEREAS, Mayor Raymond A. Bagshaw was the Mayor for the City of Edgewood, Florida until his passing on March 10, 2019; and

WHEREAS, Mayor Raymond A. Bagshaw was known for being more than a ceremonial Mayor, he was a hands-on Mayor, who dedicated countless hours for the betterment of the City of Edgewood; and

WHEREAS, because of his committed and dedicated service to the City of Edgewood, Mayor Raymond A. Bagshaw was respected and honored by all those who knew him; and

WHEREAS, the City Council is granted the authority under Section 2(b) Article VIII of the Florida Constitution to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the City Council adopted Resolution 2019-01, notifying the public of its intent to rename Larue Avenue as Bagshaw Way; and

WHEREAS, to recognize Mayor Bagshaw's dedication and service to the City of Edgewood and honor his memory so every resident of the City of Edgewood and Orange County shall never forget his service to our community the City Council finds it appropriate to rename Larue Avenue to Bagshaw Way.

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

Return to:
City of Edgewood
City Clerk
405 Larue Avenue
Edgewood, Florida 32809

Section 1. That Larue Avenue be and the same is hereby renamed and designated as Bagshaw Way.

Section 2. The City Clerk is hereby directed to amend the City's official maps in accordance with this ordinance.

Section 3. The City Clerk is hereby directed to provide a certified copy of this Ordinance to the United States Postal Service.

Section 4. The City Clerk is hereby directed to record a certified copy of this Ordinance in the Official Records of Orange County, Florida.

Section 5. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. That this ordinance shall take effect immediately upon becoming law.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____, 2019.

John Dowless, Council President

ATTEST:

Bea Meeks, MMC
City Clerk

ORDINANCE NO. 2019-01

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING SUBPART B “LAND DEVELOPMENT REGULATIONS”, CHAPTER 101, “GENERAL AND ADMINISTRATIVE PROVISIONS”, ARTICLE I, “PASS-THROUGH FEES”, IN THE CODE OF ORDINANCES; PROVIDING FOR PASS-THROUGH TO THE APPLICANT OF CERTAIN COSTS INCURRED BY THE CITY PERTAINING TO THE REVIEW, INSPECTION AND REGULATION OF APPLICATIONS FOR SIGN PERMITS AND WAIVERS FROM THE EDGEWOOD CENTRAL DISTRICT STANDARDS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the pass-through of costs incurred by the City in the review, inspection, and regulation of certain development applications; and

WHEREAS, the City Council of the City of Edgewood recognizes that the City incurs substantial costs in the review, inspection, and regulation of sign permit applications; and

WHEREAS, the City Council of the City of Edgewood also recognizes it would incur substantial costs in the review, inspection, and regulation of application for waivers from the Edgewood Central District standards in the event any application for same is made; and

WHEREAS, the City Council of the City of Edgewood finds it appropriate to amend its Code of Ordinances to include sign permit applications and applications for waivers from the Edgewood Central District standards within the list of development activities subject to pass-through fees.

NOW THEREFORE, BE IT ENACTED by the City Council of the City of Edgewood, Florida as follows:

SECTION 1. The City of Edgewood Code of Ordinances Subpart B, Chapter 101, Article I, “Pass-Through Fees”, Section 101-2 “Definitions,” is hereby amended as follows:

101-2 Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Applicant shall mean and refer to an owner or an owner’s authorized agent who submits an Application, proposal, petition or project to the City.

47 *Application* shall mean and refer to an application, petition or proposal, including
48 amendments to previously approved applications, submitted to the City pertaining to
49 development for which City approval is required, and shall be limited to the following:

- 51 (i) Comprehensive plan amendment
- 52 (ii) Concurrency determination
- 53 (iii) Development agreement, formulation and review
- 54 (iv) Development of regional impact
- 55 (v) Final subdivision plat, including any revisions to a previously approved or
56 existing subdivision or plat
- 57 (vi) Planned unit development
- 58 (vii) Preliminary subdivision plat
- 59 (viii) Rezoning (with or without a comprehensive plan amendment)
- 60 (ix) Variance Application
- 61 (x) Site plan review
- 62 (xi) Special Exception Application
- 63 (xii) Boat dock applications
- 64 (xiii) Sign permit applications
- 65 (xiv) Applications for waivers from the Edgewood Central District standards.

66
67 *City* shall mean and refer to the City of Edgewood, Florida.

68
69 *City consultant* shall mean and refer to those companies, private consultants,
70 governments, individuals or other entities under contract with the City to provide services to or
71 for the City or who provide technical or legal expertise to or for the City, including but not
72 limited to, attorneys, engineers, planners and surveyors.

73
74 *City staff* shall mean and refer to City employees.

75
76 *Total development review estimate* shall mean and refer to the City's estimated fees,
77 expenses and costs to process an Application.

78
79 *Owner* shall mean and refer to an owner or group of owners of fee simple title to a
80 particular lot, tract, or parcel of real property.

81
82 *Owner's authorized agent* shall mean and refer to an agent of the owner duly authorized
83 to submit and process an Application. If the Applicant is not the property owner, a proper
84 authorization must accompany the Application. Such authorization shall be evidenced by a
85 power of attorney signed by the owner and notarized specifically authorizing the agent to
86 represent the owner in connection with the Application and as to the owner's real property which
87 is the subject of the Application. The authorization shall include an agreement of the owner to
88 be bound by the actions of the owner's authorized agent and the provisions of this Article and an
89 acknowledgement that a lien may be placed on the property as provided herein.

90
91 *Review deposit* shall mean and refer to a deposit of money, as established by this Article,
92 to be paid by an Applicant at the time of the filing of an Application as defined above.

93

94 SECTION 2. Ordinances and Resolutions in Conflict. All ordinances or resolutions or
95 parts thereof, which may be determined to be in conflict herewith, are hereby repealed.
96

97 SECTION 3. Severability. It is the intent of the City Council of the City of Edgewood,
98 and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of
99 this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such
100 invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the
101 remaining provisions of this Ordinance.
102

103 SECTION 4. Effective Date. This ordinance shall become effective immediately upon
104 adoption.
105

106 FIRST READING: March 19, 2019

107
108 SECOND READING: _____
109

110 PASSED AND ADOPTED this _____ day of _____, 2019.
111

112
113 _____
114 John Dowless, Council President
115

116 *ATTEST:*
117
118 _____
'9 Bea L. Meeks
.20 City Clerk
121
122

**CITY OF EDGEWOOD
AGREEMENT FOR STREET, SIDEWALK
AND RIGHT-OF-WAY CLEANING SERVICES
(CITY MAINTENANCE SERVICES)**

THIS AGREEMENT made as of the 13th day of March in the year Two Thousand and one by and between the CITY OF EDGEWOOD, Florida (hereinafter called the "CITY") and New Horizons Enterprises (hereinafter called the "CONTRACTOR").

WITNESSETH:

WHEREAS, located within the corporate limits of the City of Edgewood are streets, sidewalks and rights-of-way that are in need of periodic cleaning; and

WHEREAS, CONTRACTOR has the necessary experience and equipment to perform this cleaning service; and

WHEREAS, CITY wishes to contract with CONTRACTOR to be an independent contractor to do the necessary cleaning services.

NOW, THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter specified, agree as follows:

1. CONTRACTOR shall furnish and pay for all labor, equipment, and approvals required to properly, and in a first-class manner, perform the cleaning services as specified on attached Exhibit "A".
2. In consideration of the above-described work, CITY agrees to pay CONTRACTOR the sum of 32,000 DOLLARS annually for the remainder of this contract. Payments shall be made bi-weekly during the contract period in equal installments of \$1230.77.

3. The term of the Contract shall commence on March 30, 2001 and shall terminate on March 30, 2004. However, both parties reserve the right to terminate this Contract, without cause upon (30) day's written notice given to the other party.

4. The CONTRACTOR shall be responsible for this acts and omissions and for those of all of his employees and all other persons performing any of the work under this Contract.

5. The CONTRACTOR agrees to strictly comply with the requirements of all laws and statutes.

6. CONTRACTOR shall assume and be responsible for, and shall indemnify and save CITY harmless from any and all claims and demands of all parties whatsoever for damages or for compensation for injuries or accidents to person, animals, materials and property due or claimed to be due, either directly or indirectly, to CONTRACTOR'S operations or to the acts of workmen, or anyone employed directly or indirectly by any of them, and the CONTRACTOR shall pay all judgments obtained by reason of such accidents or injuries, including all legal costs, court expenses and other like expenses and reasonable attorney's fees (including attorney's fees through any and all appeals).

7. CONTRACTOR, at his sole cost and expense, shall be fully insured under all applicable state and federal worker's compensation laws. Proof of such insurance shall be supplied to CITY prior to the commencement of work. All such policies shall contain a provision requiring at least ten (10) days notice to the CITY prior to the cancellation of the policy, for whatever reason. The Certificate of Insurance attached hereto is Exhibit "B".

8. CONTRACTOR, at his sole cost and expense, will obtain and maintain in force during the term of this Contract comprehensive general public liability and property damage insurance in at least the following amounts:

| | |
|----------------------------------|-----------|
| Commercial General Liability: | |
| General Aggregate | \$300,000 |
| Products-Comp/OPS Aggregate | Included |
| Personal & Advertising Injury | \$300,000 |
| Each Occurrence | \$300,000 |
| Fire Damage (Any one fire) | \$50,000 |
| Medical Expense (Any one person) | \$5,000 |

Proof of such insurance shall be supplied to CITY prior to the commencement of work.

All such policies must name the City of Edgewood as an additional insured and shall contain a provision requiring at least ten (10) days notice to the City prior to the cancellation of the policy, for whatever reason. The Certificate of Insurance attached hereto is Exhibit "B".

9. A. This Contract, together with the attachments thereto constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Contract shall not be amended or modified other than in writing signed by the parties hereto.

B. The validity, interpretation, construction and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.

C. This Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

D. This is a personal contract and the CONTRACTOR shall not assign the same without prior written permission of the CITY.

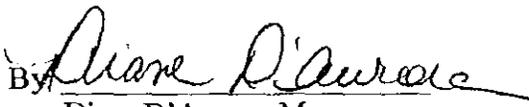
E. In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

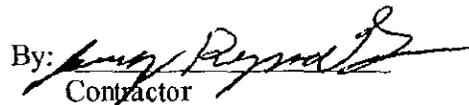
F. This Contract can be extended for subsequent fiscal years providing both the CITY and the CONTRACTOR agree and that the terms of the Contract are unchanged.

THE PARTIES HERETO ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT WITH FULL RECOGNITION OF THEIR RIGHTS.

DATED this 17th day of April 2001.

CITY OF EDGEWOOD, FLORIDA

By: 
Diane D'Aurora, Mayor

By: 
Contractor

Attest:

Witness(es):

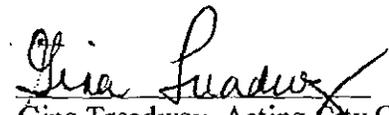

Gina Treadway, Acting City Clerk



EXHIBIT "A"

CONTRACTOR AGREES TO:

1. Provide lawn and shrubbery maintenance for Edgewood City Hall and to weed and maintain all beds on a weekly basis.
2. Mow, edge and maintain shrubbery in islands between Orange and Hansel Avenues and weed all bed bi-monthly.
3. Keep *designated* curbs and sidewalks edged and mowed within City limits, and cut all tree limbs away from sidewalks.
4. Replace street signs or repair street signs as needed (pickup signs from sign company).
5. Do other miscellaneous repair and maintenance jobs as needed from time to time.
6. Pick up all trash on all streets and sidewalks located in the City limits of the City of Edgewood.
7. Empty all trashcans at bus stops when needed.
8. Make sure that all for sale and garage sale signs have permits, and that all other signs are twenty (20) feet from the roadway. Remove illegal signs *as directed by City staff*.
9. Keep all drains, including subdivisions, free of trash and leaves.
10. Make minor repairs to all sprinkler systems and *minor* plumbing when necessary (*City Hall and island on Orange/Hansel only*).
11. Trim all low hanging tree limbs within the *City rights of way, as needed or requested by City staff*.
12. Clean *all exterior City owned buildings and sidewalks* as needed.
13. Pick up pothole filler and fill potholes throughout the City (*City maintained roads only*).
14. Pick up light bulbs, trash bags and other misc. things for City.
15. Paint curbs and parking stripes as per request.

16. Remove dead animals from City roads.

EXHIBIT "A" (continued)

17. Remove *all* fallen *trees and limbs* as needed and requested by City staff.

18. Cleanup debris from accidents when needed.

19. Cleanup debris from illegal dumping when needed.

20. Check drains, flumes, weirs of all City owned stormwater ponds monthly and keep a monthly inspection log.

21. Keep a daily activity log and turn in monthly.

22. Do a variety of duties for City Hall staff.

23. Mow *designated* areas as per Code Enforcement request.

24. Mow and maintain all City owned stormwater ponds bi-monthly:

City Hall
Lake Mary Jess Shores
Woods of Jessamine
Jessamine Glen

25. All mowing must be done with a finish mower no larger than 60".

New Horizons Enterprises

8/19/2008

Sheyenne Contreras

Mayor Michael Teague

City of Edgewood

405 Larue Avenue

Edgewood, Florida

Re: City Maintenance Services

Due to the raising cost of conducting our business we are hereby giving notice to a price increase of 10%, which would bring the amount from 32,000 to \$35,200. We wish to thank you for your valued account and know that you will understand the necessity for this increase.

Thank you,

Jerry Reynolds



CITY OF EDGEWOOD POLICE DEPARTMENT

BODY WORN CAMERA LEASE PROGRAM

The Edgewood Police Department is seeking approval of signing a lease with AXON to replace our current body worn camera system. Our current cameras were purchased in 2014 and have become outdated. The lease would not go into effect till October 1, 2019. We currently budget \$10,000 for our body worn camera system. That includes repair/replacement, secure cloud storage on Evidence.com, and licensing. The lease will cost approximately \$12,400 a year starting in October 2019. The lease covers all listed above. The department's evidence.com cloud storage and program bill is due for this year. The cost is approximately \$7000. If we sign the lease now they will pro-rate this to the lease price of approximately \$3300.

Additional information:

New Body Worn Cameras;

- 1 piece vs 3 pieces
 - less things to malfunction
 - less time trying to figure out what is broken
 - less down time for officers being off the street for repairs
 - lower cost
- Full shift battery - none of our batteries currently last 12 full hours
- If battery doesn't last full shift on the new camera, the battery can be re charged while in operation
- Current cameras cost \$200 to fix each time we have a problem. Current cameras have been discontinued.
 - new cameras under warranty
 - would get new cameras every 2 years
 - less down time with officers without cameras
- Collar vs Chest positioning
 - currently the camera is located on the collar and if the officer accidentally hits the camera the video is blocked by collar/neck
 - new camera will be on the chest for better perspective and less interference. Currently 94% of all police agencies use chest mounting,
- New camera have the ability to upload instantly for easier "tagging" to be done by the officers. This means more accurate tagging and immediate access.
- New camera has gunshot detection for Officer Safety

5565 S. ORANGE AVENUE
EDGEWOOD, FL 32809-3406



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

WWW.EDGEWOOD-FL.GOV

Edgewood Police Department

City Council Report

April 2019

| | March | April |
|------------------------|-------|-------|
| Residential Burglaries | 1 | 0 |
| Commercial Burglaries | 0 | 0 |
| Auto Burglaries | 1 | 1 |
| Theft | 3 | 0 |
| Assault/Battery | 1 | 3 |
| Sexual Battery | 0 | 0 |
| Homicides | 0 | 0 |
| Robbery | 0 | 0 |
| Traffic Accident | 17 | 11 |
| Traffic Citations | 194 | 210 |
| Red Light Citations | 652 | 535 |
| Traffic Warnings | 271 | 211 |
| Felony Arrests | 1 | 3 |
| Misdemeanor Arrests | 4 | 2 |
| Warrant Arrests | 2 | 4 |
| Traffic Arrests | 3 | 2 |
| DUI Arrests | 0 | 1 |

Department Highlights:

- This month the Edgewood Police Department sent multiple employees to trainings and that will help the department further their investigations in the future.
 - Alex Kane – Driving Under the Influence Training
 - Ronnie Ventura – Drug Identification Training
 - Sergeant Tim Cardinal and Stacey Salemi – FINDER training and datasharing
- Starting at the beginning of March, the Department participated in the Click it or Ticket campaign for two weeks making drivers aware of the dangers of driving without a seat belt and improperly using a seat belt.
- This past month, the department has utilized social media with several investigations. We posted 2 incidents to Facebook asking for community involvement in identifying suspects. These posts have led to multiple calls to Crimeline with tips.
- We had several incidents regarding the ATV and motorbikes. These groups caused issues in the city and the surrounding areas. Chief Freeburg, Detective Cardinal, and Analyst Salemi attended a meeting with Orlando Police Department, Orange County Sheriff Office, and Florida Highway Patrol regarding these groups and discussed tactics that law enforcement can use to stop these groups. One of these incidents occurred on March 24, 2019 at approximately 3:50 pm. The Edgewood Police Department was dispatched to the intersection of Holden and Orange Ave in reference to a hit in run which resulted in an aggravated battery on a pregnant female and her spouse where a robbery occurred. Upon further investigation of the incident, a warrant was written by the Edgewood Police Department for a suspect out of Miami. There are still multiple suspects in this case, and the department is still actively investigating this incident.

Reporting Dates: March 8, 2018 – April 7, 2018