

Mayor  
John Dowless

Ben Pierce  
Council President  
Pro Tem

Susan Fortini  
Council Member

**CITY COUNCIL AGENDA**  
**Regular Meeting**  
**City Hall – Council Chamber**  
**405 Larue Avenue, Edgewood, Florida**  
**Tuesday, May 21, 2019**  
**6:30 p.m.**

Vacant Council  
Seat

Lee Chotas  
Council Member

Richard Alan Horn  
Council Member

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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.

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**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)** April 16, 2019 City Council Meeting Minutes

*(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**

None.

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

1. (Pgs.7-8) **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

**H. UNFINISHED BUSINESS**

1. Vacancy – Council Seat

*(In the event Mayor Dowless recommends an appointment to the vacant Council seat, and his appointment is approved, the City Clerk will administer the of the oath of office. Council Members will also elect a Council President)*

2. **(Pgs.9-11)** Agreement for Traffic Control on Private Road
3. **(Pgs. 12-14)** Appointment to Community Action Board
4. **(Pgs.15-21)** New Horizon's – Review and Consideration of Agreement

**I. NEW BUSINESS****J. GENERAL INFORMATION (No action required)**

**(Pgs.22-23)** FY 2019/2020 TRIM Calendar

**K. CITIZEN COMMENTS****L. BOARDS & COMMITTEES**

None.

**M. STAFF REPORTS**

City Attorney Smith:

Police Chief Freeburg:

- **(Pg.24-25)** Monthly Report

City Clerk Meeks:

**N. MAYOR & COUNCIL REPORTS**

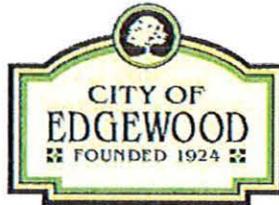
- Mayor Dowless
- Council Member Chotas
- Council Member Fortini
- Council Member Horn
- Council Member Pierce

**O. ADJOURNMENT**

**UPCOMING MEETINGS:**

Monday, June 10, 2019.....Planning & Zoning Meeting (6:30 p.m.)  
 Tuesday, June 18, 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 AGENDA**  
**Regular Meeting**  
**City Hall – Council Chamber**  
**405 Larue Avenue, Edgewood, Florida**  
**Tuesday, April 16, 2019**  
**6:30 p.m.**

**CALL TO ORDER**

Council President Dowless opened the Edgewood City Council meeting at 6:30 p.m. Council President Dowless asked for a moment of silence followed by the Pledge of Allegiance.

City Clerk Meeks announced a quorum, with all Council Members present.

The following attendance is noted:

**Attendees**

John Dowless, Acting Mayor  
Ben Pierce, Council President Pro-Tem  
Richard Horn, Council Member  
Lee Chotas, Council Member  
Susan Fortini, Council Member

**Staff**

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

**PRESENTATION**

Chief Freeburg introduced the accreditation assessment team that was on site for the week. The accreditation team leader explained the accreditation process and what it means for a police department to be accredited. They noted that there are 238 standards they review. Their presentation was followed by questions and answers.

**CONSENT AGENDA**

1. Review and Approval of Minutes
  - March 19, 2019 City Council Meeting Minutes

- April 11, 2019 City Council Special Meeting Minutes
- Agreement for Traffic Control on Private Roads

Council Member Chotas asked about the limitations of the Agreement. City Attorney Smith explained that the City will not be changing their sovereign immunity. Council Member Chotas expressed concerns about the roads inside of Camelot; noting that they do not meet standards. Council Member Chotas asked for consideration in adding “hold harmless” language. City Attorney Smith said the Agreement can be pulled for further review based on Council Member Chotas’ concerns. **City Clerk Meeks will place back on the May 21, 2019 agenda.**

*Council Member Horn made the Motion to accept the Minutes of March 19, 2019 and April 11, 2019 as presented; Second by Council Member Fortini. Approved (5/0).*

**ORDINANCES**

1. **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

City Attorney Smith gave first reading of Ordinance 2019-02 in title only.

There were no public comments.

*Council Member Chotas made the Motion to approve the first reading of Ordinance 2019-02; Second by Council Member Fortini.*

*The Motion was approved by the following roll call vote (5/0):*

<i>Council Member Pierce</i>	<i>Favor</i>
<i>Council Member Horn</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>

**PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)**

1. **ORDINANCE 2019-01** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING SUBPART B “LAND DEVELOPMENT REGULATIONS”, CHAPTER 101, “GENERAL AND ADMINISTRATIVE PROVISIONS”, ARTICLE 1, “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 Attorney Smith gave the second/final reading of Ordinance 2019-01 in title only.

There were no public comments.

Council President Dowless explained the purpose of the Ordinance.

*Council President Dowless made the Motion to approve the second/final reading of Ordinance 2019-01; Second by Council Member Pierce.*

*The Motion was approved by the following roll call vote (5/0):*

<i>Council Member Chotas</i>	<i>Favor</i>
<i>Council Member Fortini</i>	<i>Favor</i>
<i>Council Member Pierce</i>	<i>Favor</i>
<i>Council Member Horn</i>	<i>Favor</i>
<i>Council President Dowless</i>	<i>Favor</i>

**UNFINISHED BUSINESS**

*(For purposes of the recording of the meeting) Council President Dowless announced he was going to address "New Business" and then will come back to unfinished business.*

1. Vacancy – Office of Mayor (*Motion by Council Member Horn; Second by Council Member Pierce to approve Council President Dowless as Mayor* was laid on the table in the April 11, 2019 City Council Special Meeting.)

Due to Council President Dowless declaring a conflict, City Clerk Meeks provided him with a Form 8B. Council President Dowless confirmed he will not be accepting the compensation for the Mayor's seat that is in the budget. Council President Dowless turned the gavel over to Council President Pro Tem Ben Pierce.

City Attorney Smith said when the Motion to approve Council President Dowless as Mayor is approved, Council President Dowless is no longer a council member. Council Member Chotas said he supports the Motion to approve Council President Dowless as Mayor. Council President Dowless said he is going to rely on the Council Members and their assignments to help with the operations of the City. City Attorney Smith explained the process for appointing a new council member.

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

<i>Council Member Fortini</i>	<i>Favor</i>
<i>Council President Pro Tem Pierce</i>	<i>Favor</i>
<i>Council Member Chotas</i>	<i>Favor</i>
<i>Council Member Horn</i>	<i>Favor</i>

2. New Horizon's Agreement - City Attorney Smith (Discussion Only)

City Clerk Meeks spoke briefly about the duties associated with the maintenance of Bagshaw Park. City Attorney Smith said he was going to address increasing insurance in the Agreement. Council Member Chotas said the Agreement should include only the work needed on public properties.

**NEW BUSINESS**

1. Body Cam Lease Program – Police Chief John Freeburg

Chief Freeburg explained the Police Department's body cam program. He explained that signing an Agreement now will save the City money. Chief Freeburg said the cameras will not be provided until October however, the City saves money signing the Agreement now. Chief Freeburg explained the benefit to his department and officers for the new technology of the cameras. He confirmed that the fiscal year budget for 2019/2020 budget will show an increase.

*Council Member Fortini made the Motion to approve the body cam lease Agreement as presented; Second by Council Member Horn. Approved (5/0).*

**GENERAL INFORMATION (No action required)**

**CITIZEN COMMENTS**

**Susan Lomas – Jessamine Glen**

Ms. Lomas said that when Jessamine Glen was annexed into the City, the City promised homeowners within the subdivision they would maintain the entranceway to the subdivision and along the subdivision wall on Holden Avenue. Following Ms. Lomas' history of the maintenance provided to the Jessamine Glen Subdivision, City Attorney Smith said he had enough information to move forward and give consideration in this matter.

**Chris Rader- Legacy**

Resident Chris Rader said he wanted to show his support for Council President Dowless to be Mayor. He said Council President Dowless has a heart for the community.

*(For purposes of the recording of the meeting) Council President Dowless moved to "New Business".*

**BOARDS & COMMITTEES**

None.

**STAFF REPORTS**

**City Attorney Smith:**

No report.

**Police Chief Freeburg:**

- Monthly Report –

Chief Freeburg referenced his report in the agenda packet. He also informed Council of recent arrests that were made from an ATV incident wherein a pregnant woman and her husband were assaulted.

**City Clerk Meeks:**

City Clerk Meeks updated Council on the status of the quiet zones. She explained that due to some required forms that had to be submitted, she was unable to give a timeframe as to when the forms would be completed and when the zones would be active.

<b>MAYOR &amp; COUNCIL REPORTS</b>
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- **Council President Dowless (Now Mayor Dowless)**

Mayor Dowless spoke to City Attorney Smith regarding Council Member Horn taking the 3-year term, as opposed to the one-year term accepted in the March City Council meeting. Mayor Dowless said he would like to see Council Member Horn be appointed to the three-year term.

*Council Member Fortini made the Motion for Council Member Horn to serve the 3-year term; Second by Council Member Chotas.*

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

<i>Council Member Chotas</i>	<i>Favor</i>
<i>Council Member Horn</i>	<i>Favor</i>
<i>Council Member Fortini</i>	<i>Favor</i>
<i>Council President Pro Tem Pierce</i>	<i>Favor</i>

Mayor Dowless addressed the Community Action Board and the need for representation from Council. Following the discussion, *City Clerk Meeks was directed to place this matter on the May agenda.*

- **Council Member Chotas**

No report.

- **Council Member Fortini**

Council Member Fortini reminded everyone about Mayor Bagshaw's Celebration of Life scheduled for April 19, 2019; she gave a brief description of the event plans. Deputy City Clerk Riffle explained that if it rains, the event will be moved to May 17<sup>th</sup>.

- **Council Member Horn –**

Council Member Horn reported on a tree that recently fell on Lake Gatlin Woods Court. He said two trees next to the fallen tree are in horrible shape. Council Member Horn said that the budget for tree removal exceeds the approved budget. City Clerk Meeks said that she is in receipt of a proposal in the amount of \$2700 to remove the trees. Council Member Fortini said that the City should move forward with the removal before someone gets hurt. Council Member Horn said he checked the record and that the subject property is public land. *Staff was directed to have the tree removed.*

- **Council Member Pierce**

No report.

**ADJOURNMENT**

Having no further business or discussion, the Council meeting adjourned at 7:47 p.m. on the Motion of Council Member Fortini and Second by Council President Pro Tem Pierce.

\_\_\_\_\_  
Ben Pierce  
Council President Pro Tem

\_\_\_\_\_  
Bea L. Meeks, MMC  
City Clerk

**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 AD 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

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**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:            April 16, 2019

SECOND READING:        May 21, 2019

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ben Pierce, Council President Pro Tem

*ATTEST:*

\_\_\_\_\_  
Bea Meeks  
City Clerk

**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 by the Lake Condominium Association, Inc. (hereinafter referred to as the “Association”) this \_\_\_\_ day of \_\_\_\_\_, 2019.

**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 Association authorizes the City 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 have sole discretion for the means and methods of enforcement including and not limited to the scheduling of patrols and the use 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 limit the City's or its employees sovereign immunity nor shall it 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 is intended to create 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: Camelot-by-the-Lake Condominium Association  
Sentry Management, Inc  
2180 West SR 434  
Suite 5000  
Longwood, Florida 32779

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

**CITY OF EDGEWOOD**

ATTEST:

By: \_\_\_\_\_  
John Dowless, Mayor

\_\_\_\_\_  
Bea Meeks, City Clerk

**CAMELOT-BY-THE-LAKE  
CONDOMINIUM ASSOCIATION, INC**

By: \_\_\_\_\_  
Ralph Rocheford, President

**ARTICLE I**  
**COMMUNITY ACTION BOARD CREATION AND MISSION STATEMENT AND**  
**PURPOSE**

**Section A. Creation of the Community Action Board.** Orange County (“County”) as a recipient of federal funds through the Community Services Block Grant Program (hereinafter referred to as “CSBG” or “Grant”), under 42 USC§9901, et al., as it may be amended from time to time, and in accordance with Orange County Resolution No. 2007-M-19, approved by the Orange County Board of County Commissioners (“Board”) on June 5, 2007, created the Community Action Board (“CAB”), in an effort to make the community more responsive to the needs and interests of the economically disadvantaged community by mobilizing available private, federal, state, and local resources.

**Section B. Mission Statement and Purpose.** The mission of the CAB is to address the issue of poverty and promote self-sufficiency and economic security to low-income and economically disadvantaged individuals and families within Orange County by advising in the administration of federal, state, and local programs, and in the planning and development of programs designed specifically for those affected individuals and families within Orange County. The CAB shall also assist in the planning and development of community priorities, goals, and objectives among projects, activities, and areas while serving as advocates for the human rights of Orange County’s low-income and economically disadvantaged residents. While the CAB serves in an advisory capacity, it is not deemed as an advisory board, as defined in Section 2-203 of the Orange County Code, and therefore exempt from the requirements set forth therein.



## Advisory Board Application for Appointment

The information from this application will be used by the Orange County Board of County Commissioners when considering appointments to advisory boards, authorities, and commissions. Please complete the application in type or print clearly (**black ink only**). **Note:** A resume or separate sheet with additional information may be included, but **will not be accepted** as a substitute for the completed application. Return the completed application to:

Agenda Development Office  
P.O. Box 1393  
Orlando, Florida 32802-1393  
(407) 836-5426

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Name: (Last, First, and Middle) \_\_\_\_\_

Address: (H) \_\_\_\_\_ Zip \_\_\_\_\_

(W) \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (H) ( ) \_\_\_\_\_ (W) ( ) \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Job Title: \_\_\_\_\_ Length of Employment: \_\_\_\_\_

### 1. Education

Name of School	Degree(s) Earned
_____	_____
_____	_____

### 2. List of Advisory Boards (for which you are applying)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Professional License, Occupational License, Registration or Certification

License/Registration/Certificate	Issue Date	Issuing Authority	Disciplinary Action/Date
_____	_____	_____	_____

### 4. State your experience, interests, or elements of your personal history that qualify you for appointment to the advisory board(s) you have chosen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you, members of your immediate family, or businesses of which you or members of your immediate family have been an owner, officer, or employee, had any contractual or other dealing during the last three years with any Orange County Government agency, including the board to which you seek appointment?

YES  NO  If "YES", please explain: \_\_\_\_\_

6. List three persons who have known you well within the past five years. Include a current daytime telephone number and the capacity in which you have know them e.g., personal, business, supervisor. Do not list the person's job title as the capacity.

Name	Phone Number	Capacity
_____	( ) _____	_____
_____	( ) _____	_____
_____	( ) _____	_____

7. List any business, professional, civic, or fraternal organizations of which you are a CURRENT member.

\_\_\_\_\_  
\_\_\_\_\_

8. Are you a resident of Orange County? YES  NO

9. Are you a registered voter in Orange County? YES  NO

10. County Commission District in which you reside: \_\_\_\_\_  
(This information can be found on your voter's registration card.)

11. Are you currently serving on an Orange County board? YES  NO   
If "YES," please state the name of the board(s).

12. Have you ever served on an Orange County board? YES  NO   
If "YES," please state the name of the board(s) and dates served.

Note: You are not required to answer the following questions. However, they are asked in order that boards, commissions, and authorities to which the Board of County Commissioners makes appointments may reflect the demographics of Orange County.

13. Are you of Hispanic Origin? Yes  No

14. Race: African-American  American Indian or Alaskan Native  Asian or Pacific Islander   
Caucasian  Other (explain) \_\_\_\_\_

15. Gender: Male  Female

16. Disabled: No  Yes

I understand the responsibilities associated with being a board member, and I have adequate time to serve on the above board(s).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

THIS AGREEMENT is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the CITY OF EDGEWOOD, FLORIDA (hereinafter, the "CITY") and BROADFIRE, INC. d/b/a NEW HORIZONS ENTERPRISES (hereinafter, "CONTRACTOR").

WITNESSETH:

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

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

WHEREAS, CITY and CONTRACTOR entered an agreement for cleaning and maintenance services in 2001 and CONTRACTOR has performed said services as an independent contractor since 2001; and

WHEREAS, CITY and CONTRACTOR desire that CONTRACTOR continue to perform the contemplated cleaning and maintenance services as an independent contractor; and

WHEREAS, CITY and CONTRACTOR have entered this Agreement to update the rights and responsibilities existing between the parties.

NOW THEREFORE, CITY and CONTRACTOR, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. CONTRACTOR shall furnish and pay for all labor, equipment, and approvals required to properly and expeditiously perform the maintenance and cleaning services specified in Exhibit "A," attached hereto and incorporated herein.

2. CITY shall pay CONTRACTOR the sum of \$48,100.00 annually during the term of this Agreement. Payment shall be made to CONTRACTOR bi-weekly in equal installments of \$1,850.00.
3. The term of this Agreement shall commence upon the date this Agreement is signed by all parties thereto and shall continue for a period of three years unless terminated earlier by either party as provided herein. At the expiration of the initial term, this Agreement shall be automatically extended for successive twelve (12) month periods unless either party notifies the other in writing delivered by certified mail of its intent to not renew the contract thirty (30) days prior to the expiration of any term.
4. Either party may terminate this contract upon thirty (30) days written notice provided to the either party delivered by certified mail.
5. CONTRACTOR may request an increase in the compensation paid by CITY for the services performed hereunder by at least sixty (60) days prior to the expiration of any term of this Agreement notifying CITY in writing delivered by certified mail, of its intent to increase its rates. If the parties agree on an increase in compensation, the parties shall cause an addendum to this Agreement to be executed memorializing the increased compensation. If the parties do not agree on an increase in compensation, either party may provide notice as otherwise set forth herein of its intent to not renew this Agreement.
6. CONTRACTOR shall strictly comply with the requirements of all laws, statutes, and ordinances.
7. CONTRACTOR shall be responsible for its own acts and omissions and shall properly supervise and be responsible for the acts and omissions of all of its employees and any

other person acting on its behalf to perform any of the work contemplated in this Agreement.

8. CONTRACTOR shall indemnify, defend and save CITY harmless from any all claims and demands of all parties whatsoever for damages or for compensation for injuries or accidents to person or property caused by or claimed to be caused by, either directly or indirectly, CONTRACTOR's performance of the work contemplated herein or the acts of employees or any other person acting on CONTRACTOR's behalf in the performance of the work contemplated herein. CONTRACTOR shall pay any and all judgments obtained by reason of such accidents and injuries, as well as legal costs, court expenses and other similar costs (including attorneys' fees incurred during any appellate process).
9. CONTRACTOR, at its sole cost and expense, shall maintain at all times during the term of this Contract all insurance required by 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 CITY prior to cancellation of the policy for any reason. If CONTRACTOR fails to maintain the insurance required herein, CITY may terminate this Agreement immediately upon verbal or written notice. In the event verbal notice of termination is given, the termination shall be effective as of the date verbal notice was give; however, CITY shall also provide written notice of the termination to CONTRACTOR to memorialize the termination of this Agreement.

10. CONTRACTOR, at its sole cost and expense, shall maintain in full force and effect at all times during the term of this Agreement comprehensive general public liability and property damage insurance in at least the following amounts:

General Aggregate:	\$1,000,000.00
Products-Comp/OPS Aggregate	\$1,000,000.00
Personal & Advertising Injury	\$500,000.00
Each Occurrence	\$500,000.00
Medical Expenses (Any one person)	\$10,000

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 named insured and contain a provision requiring at least ten (10) days' notice to CITY prior to the cancellation of the policy for any reason. If CONTRACTOR fails to maintain the insurance required herein, CITY may terminate this Agreement immediately upon verbal or written notice. In the event verbal notice of termination is given, the termination shall be effective as of the date verbal notice was give; however, CITY shall also provide written notice of the termination to CONTRACTOR to memorialize the termination of this Agreement.

11. This Agreement, together with the all exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended or modified other than in writing and executed by all parties hereto.

12. The validity, interpretation, construction and effect of this Agreement 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 this Agreement which shall remain in full force and effect.

13. The terms of this Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
14. This is a personal contract and CONTRACTOR shall not assign any of its rights or obligations contained herein without prior written permission of CITY.
15. In the event of any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in their respective acknowledgments.

CITY OF EDGEWOOD, FLORIDA

\_\_\_\_\_  
John Dowless, Mayor

Attest:

\_\_\_\_\_  
Bea Meeks, City Clerk

BROADFIRE, INC. d/b/a  
NEW HORIZONS ENTERPRISES

\_\_\_\_\_  
Jerry Reynolds, President

## EXHIBIT "A"

1. Mow, edge, and maintain shrubbery at Edgewood City Hall, Edgewood Police Department, and Bagshaw Park, including weeding and maintaining all planting beds on a weekly basis.
2. Mow, edge, and maintain shrubbery in landscaped public islands located within the City, including the weeding of all planting beds on a bi-monthly basis.
3. Keep all public curbs and sidewalks within the City limits edged and mowed.
4. Trim tree limbs and vegetation as necessary to keep growth from impairing safe and convenient passage along public sidewalks and streets.
5. Replace or repair street signs as reasonably requested by City.
6. Pick up all litter left or accumulated on all public streets and sidewalks located within the City limits.
7. Perform post event clean up on public or private property upon which the City conducts public events.
8. Empty all trashcans at bus stops as needed.
9. Keep all public stormwater drains, including those located within subdivisions, free of trash and leaves.
10. Make *minor* repairs to public sprinkler and plumbing systems located at City Hall and sprinkler systems located on the islands between Orange and Hansel Avenues as requested by City. Contractor shall be responsible for advising City if a requested repair is not minor or if the requested repair exceeds the capabilities or competence of Contractor.
11. Clean and/or pressure wash the exterior of all City owned building and public sidewalks as reasonably requested by City.
12. Transport pothole filler and fill potholes located on public roads and streets located within the City limits for which the City is the agency responsible for maintenance.
13. Pick up light bulbs, trash bags and other miscellaneous supplies and deliver to City Hall as reasonably requested by City.
14. Paint public curbs and parking stripes as reasonably requested by City.
15. Remove dead animals from public streets and rights-of-way located within the City limits.
16. Remove all fallen trees and limbs as reasonable requested by City. Contractor shall be responsible for notifying City if a request exceeds Contractor's capabilities or competence.
17. Cleanup debris from traffic accidents as requested by City. Contractor shall be responsible for notifying City if a request exceeds Contractor's capabilities or competence.
18. Cleanup debris from illegal dumping as requested by City. Contractor shall be responsible for notifying City if a request exceeds Contractor's capabilities or competence.
19. Check drains, flumes, and weirs of all City owned stormwater ponds on a monthly basis and keep a monthly inspection log.

20. Keep a daily activity log of all activities performed pursuant to this Agreement and provide a copy of such log to the City monthly.
21. Perform *minor* maintenance tasks at City Hall as reasonably requested by the City. Contractor shall be responsible for notifying City if a request is unreasonable or exceeds Contractor's capabilities or competence.
22. Mow private properties subsequent to the direction of the City Council to perform lot maintenance on private properties to mitigate a code enforcement violation.
23. Mow and maintain private subdivision landscaped areas as requested by City when such maintenance may be efficiently performed in connection with the services provided upon public property and when permission has been given to the City for such maintenance to be performed. Contractor shall be responsible for notifying City if a request would cause unreasonable additional labor or expense to Contractor.
24. Mow and maintain all City-owned stormwater retention and transmission areas.
25. All mowing shall be performed with a finish mower with a blade size no larger than 60".

19/20FY TRIM CALENDAR

June 18, 2019 Reg. CC Meeting (6:30 p.m.) (Tuesday)	Approve Non Ad Valorem Assessment at City Council Meeting [Due to OCPA 7/1/2019/Final Certification is 9/16/2019]
June 18, 2019	OCPA delivers DR420's with preliminary tax roll values and supporting docs
July 16, 2019 – Regular Council Meeting (6:30 p.m.)	Set tentative millage rate, set public hearing date for final millage and proposed FY 2019-2020 Budget
July 26th (Friday)  City Clerk	Forward to OCPA: DR420 & DR420MM-P <ul style="list-style-type: none"> <li>• Prior year millage</li> <li>• Current year proposed millage</li> <li>• Current year roll-back rate</li> <li>• Date, time, meeting place of the tentative budget hearing</li> </ul> <p>[Due to OCPA 8/2/2019 NOON]</p>
July 29, 2019 (Monday) – Council Workshop (9 a.m.)	FY 2019-2020 Budget Workshop
August 19 – 20, 2019	OCPA mails out the Notice of Proposed Property Taxes (TRIM Notice) Form DR-474, this is the advertisement of the 1 <sup>st</sup> TRIM hearing
August 6, 2019 (Tuesday) (6:30 p.m.)	FY 2019-2020 Budget Workshop
August 19, 2019 (Monday) (6:30 p.m.)	FY 2019-2020 Budget Workshop (If Needed)
September 3rd– Special Council Meeting (Tuesday) (6:30 p.m.)	Public hearing / adoption of the tentative budget & proposed millage (must be held between Sept 3-18); <b>(cannot be held on BCC hearing dates of 9/5 &amp; 9/19 &amp; OCPS hearing dates of 7/30 &amp; 9/10)</b>
September 12 <sup>th</sup> (Thursday)  City Clerk	Advertise in the newspaper the public hearing / adoption of final millage & budget (must be done within 15 days of public hearing / adoption of the tentative budget & proposed millage)
September 17, 2019– Regular Council Meeting (6:30 p.m.) (Tuesday)	Final public hearing / adoption of millage & budget (must be held within 2-5 days after advertisement)
September 20, 2019 (Friday) City Clerk	Send ordinance adopting final millage & budget to OCPA, tax collector, and DOR. (must be done within 3 days of final hearing)
October 1, 2019	OCPA delivers DR 422 and DR-420MM with final tax roll and supporting documents.
October 4, 2019 City Clerk	City deadline to return DR 422's to OCPA with final millage rate (NOON)
October 7, 2019 City Clerk	Submit TRIM Compliance package. (Due within 30 days of the final hearing)

## **TRIM & Budget Timetable / Important Dates- FY 19/20**

\*Orange County Hearing Dates: Thursday, September 5<sup>th</sup> and Thursday, September 19<sup>th</sup>

Orange County Library Hearing Dates: Monday, September 9<sup>th</sup> and Tuesday, September 24<sup>th</sup>

\*Orange County School Board: Tuesday, July 30<sup>th</sup> and Tuesday, September 10<sup>th</sup>

Edgewood Police Department  
 May City Council Report  
 2019

	April	May
Residential Burglaries	0	0
Commercial Burglaries	0	0
Auto Burglaries	1	6
Theft	0	0
Assault/Battery	3	3
Sexual Battery	0	0
Homicides	0	0
Robbery	0	1
Traffic Accident	11	13
Traffic Citations	210	140
Red Light Citations	535	546
Traffic Warnings	211	202
Felony Arrests	3	3
Misdemeanor Arrests	2	4
Warrant Arrests	4	3
Traffic Arrests	2	3
DUI Arrests	1	2

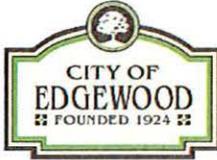
**Department Highlights:**

- On April 9 the Edgewood Police Department participated in the Law Enforcement Torch Run to benefit the Special Olympics. The 5K both started and concluded at the FOP Lodge in the City of Edgewood with a great turn out. Several officers ran/walked in the event to show our support.
- This month the Edgewood Police Department sent officers to or conducted the following trainings: Analyst Stacey Salemi – Grant Writing School/Officer Nichole Crock- Advance Interview and Interrogations/Sergeant Cardinal and Chief Freeburg – Financial Crimes training for Intel Officers/Chief Freeburg- Florida Criminal Justice Executive Institute Training/All sworn officers-Practical Training (firearms, active shooter, use of force, tactics, etc) at Winter Park Police Department gun range
- From April 16 through April 18, the Edgewood Police Department had its on-site Reaccreditation. The on-site team will be recommending the department for full reaccreditation status at the Accreditation conference in June.
- On April 23 The Edgewood Police Department Honor Guard participated in the Orange County Law Enforcement Memorial at the Orange County Court House. Members of the Honor Guard also participated at the state memorial on April 30 in Tallahassee.
- On April 27, 2019 the Edgewood Police Department participated in the DEA Prescription Drug Take Back program. 99.8 pounds of prescription drugs were dropped off to our location for proper disposal.
- On April 20, 2019 Sergeant Ireland deployed Narcan on an unresponsive individual who was overdosed. He was able to successfully revive the subject and the individual was transported to hospital. This was the department’s first deployment of Narcan.
- Sergeant Detective Tim Cardinal obtained two warrants for DNA swabs relating to a burglary to a business that occurred earlier in the year.

Reporting Dates: April 8<sup>th</sup> 2019 to May 7<sup>th</sup> 2019

Edgewood Police Department  
May City Council Report  
2019

- This month we had several vehicles burglarized in one night. All of these vehicles were unlocked with items left in the vehicle. We have identified a suspect in the case and a warrant has been issued for the suspect.



*From the desk of the City Clerk....*

*Bea L. Meeks, MMC, CPM, CBTO*

**TO:** Council Members Chotas Fortini, Horn and Pierce  
**CC:** Mayor Dowless, City Attorney Smith  
**DATE:** May 16, 2019  
**RE:** Council Vacancy – Mayor’s Recommendation

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As you know, when the appointment of Mayor Dowless was approved in the April 16, 2019 Council meeting, the appointment created a vacancy on Council. Per the City Charter (Section 3.07) Mayor Dowless has thirty days to recommend an appointment to fill the vacancy. This memo serves to confirm that Mayor Dowless recommends resident Chris Rader to fill the vacancy and serve the one-year term of the vacant Council seat.

For background purposes, Chris is a professional engineer and has served on Edgewood’s Planning & Zoning Board since 2014. Chris and his wife Jennifer have been Edgewood residents for eight years; they have one son, Levi.

Please note that Mayor Dowless’ recommendation will be addressed under “New Business”, item “1”.

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<sup>1</sup> *C. Filling of vacancies:* A vacancy on the council shall be filled by the mayor recommending a qualified candidate, as provided in this Charter, from among the electors of the City of Edgewood. The proposed appointee shall be recommended by the mayor within 30 days of the seat being vacated and confirmed by a majority vote of the council. In the event that the council does not confirm the mayor’s recommendation within 30 days of the date the seat was vacated, the council shall by majority vote, appoint and confirm a candidate to fill the vacancy within 60 days of the date the seat was vacated. If the council cannot confirm a candidate within said 60-day time period due to a voting deadlock, the mayor shall be entitled to vote to break the tie existing at the end of said 60-day time period, but not during said 60-day time period. The vote shall occur at the next meeting after the meeting during which the deadlock occurred. After the seat has been filled, the newly appointed council member will hold office until the next regular election scheduled for that council seat.