

Mayor
John Dowless

Richard Alan Horn
Council President

Ben Pierce
Council President
Pro Tem

Lee Chotas
Council Member

Susan Fortini
Council Member

Chris Rader
Council Member

CITY COUNCIL AGENDA
Regular Meeting
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, July 16, 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 Consideration of City Council Meeting Minutes
 - **(Pgs. 1-5)** May 21, 2019 City Council Meeting
 - **(Pgs. 6-12)** June 18, 2019 City Council Meeting

(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)

None.

H. UNFINISHED BUSINESS

1. **(Pgs. 13-19)** New Horizon’s Contract
2. **(Pgs. 20-21)** Non-Ad Valorem Assessment

I. NEW BUSINESS

1. **(Pgs.22-23)** Resolution 2019-02 - A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA, PROVIDING FOR THE CONTINUED MAINTENANCE OF THAT CERTAIN LANDSCAPED AREA WITHIN AND ADJACENT TO THE RIGHT-OF-WAY OF HOLDEN AVENUE WHICH LIES ADJACENT TO THE JESSAMINE GLEN NEIGHBORHOOD
2. **(Pgs. 24-25)** Set tentative millage rate, set public hearing date for final millage and proposed FY 2019/2020 Budget

J. GENERAL INFORMATION (No action required)

Council Members Chotas, Rader and Pierce filed a FORM 8B Memorandum of Voting Conflict with the City Clerk following the June 18, 2019 City Council meeting. Their conflicts were related to the consideration of the neighborhood grants requested from Legacy HOA and Harbour Island HOA. A copy of their conflict forms were placed in the June 18, 2019 agenda file and the originals were filed in the FORM 8B file located in the City Clerk’s office.

K. CITIZEN COMMENTS

L. BOARDS & COMMITTEES

None.

M. STAFF REPORTS

City Attorney Smith:

Police Chief Freeburg:

- **(Pg. 26)**

City Clerk Meeks:

N. MAYOR & COUNCIL REPORTS

Mayor Dowless

Council President Horn

Council Member Chotas

Council Member Fortini

Council Member Pierce

Council Member Rader

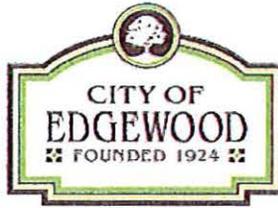
O. ADJOURNMENT

UPCOMING MEETINGS:

Monday, August 12, 2019.....Planning & Zoning Meeting (6:30 p.m.)

Tuesday, August 20, 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, May 21, 2019

CALL TO ORDER

Council President Pro Tem Ben Pierce called the Edgewood City Council meeting to Order at 6:30 p.m. He asked for a moment of silence followed by leading everyone in the Pledge of Allegiance.

ROLL CALL & DETERMINATION OF QUORUM

City Clerk Meeks announced there was a quorum.

PRESENTATION

Resident Dan Drummond presented information regarding Oakwater Park Professional Association and their interest to annex into the City. Mr. Drummond gave a brief history of the meetings that led up to his meeting with Jim Nicoloff, who represents the Association.

Mr. Drummond explained that the reason they have brought it forth so quickly is because the first budget workshop is July 29, 2019, and wanted to ensure any City costs associated with the annexation would be included in the budget.

Mr. Drummond provided the following.

- This is a voluntary annexation with a Memorandum of Understanding (MOU) stipulating the conditions of the annexation. Mr. Drummond referred to the handout provided to Council.
- Any costs that exceed \$50,000 will be paid by the Association.

Mr. Drummond said if the information provided to Council sounds reasonable, he would like for them to give the Mayor the go ahead with the MOU and annexation.

Council Member Chotas made a Motion in support of Mayor Dowless moving forward with the MOU and annexation; Second by Council Member Horn.

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

<i>Council Member Horn</i>	-	<i>Yes</i>
<i>Council Member Chotas</i>	-	<i>Yes</i>
<i>Council Member Fortini</i>	-	<i>Yes</i>
<i>Council Member Pierce</i>	-	<i>Yes</i>
<i>Vacant Seat</i>		

City Clerk Meeks announced that Attorney Jacob Schumer is sitting in as the City Attorney for the meeting, and that Peggy Gustave, Congresswoman Val Demings' aide is in attendance. Mayor Dowless thanked Ms. Gustave for attending and asked that she let Congresswoman Demings know of the City's appreciation for honoring Mayor Bagshaw on the congressional floor.

CONSENT AGENDA

1. Review and Approval of Minutes

- April 16, 2019 City Council Meeting Minutes

Council Member Chotas made the Motion to approve the Consent Agenda as presented; Second by Council Member Fortini. Approved 4/0.

ORDINANCES

None.

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

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 Schumer gave the second/final reading of Ordinance 2019-02 in title only

A correction was noted in the title (“conflicts and severability” instead of “conflicts ad severability”); City Clerk Meeks said correction would be made.

There were no public comments.

Council Member Fortini made the Motion to approve the second/final reading of Ordinance 2019-02; Second by Council Member Horn. Approved (4/0).

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

<i>Council Member Chotas</i>	-	<i>Yes</i>
<i>Council Member Fortini</i>	-	<i>Yes</i>
<i>Council Member Horn</i>	-	<i>Yes</i>
<i>Council Member Pierce</i>	-	<i>Yes</i>
<i>Vacant Seat</i>		

UNFINISHED BUSINESS

1. Vacancy – Council Seat

Mayor Dowless recommended resident and Planning & Zoning Member Chris Rader to fill the vacancy on council. Mayor Dowless explained why he believes Mr. Rader will be a great addition to Council.

Mr. Rader accepted the recommendation and stated his appreciation for the recommendation.

Council Member Horn made the Motion to approve Mayor Dowless' recommendation of Chris Rader to fill the vacant Council seat; Second by Council Member Fortini.

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

<i>Council Member Fortini</i>	-	<i>Yes</i>
<i>Council Member Horn</i>	-	<i>Yes</i>
<i>Council Member Pierce</i>	-	<i>Yes</i>
<i>Council Member Chotas</i>	-	<i>Yes</i>
<i>Vacant Seat</i>		

Brief discussion was held regarding the Council President and Council President Pro-Tem.

Council Member Chotas made the Motion that Council Member Horn be the Council President; Second by Council Member Pierce. Approved (5/0).

Council Member Chotas made the Motion that Council Member Pierce be the Council President-Pro-Tem; Second by Council Member Fortini. Approved (5/0).

2. Agreement for Traffic Control on Private Road

Council Member Chotas said he reviewed the modifications and that he did not see an Exhibit "A", which delineates the private road from the public road. It was agreed that the Agreement will be placed on the June agenda and will include Exhibit "A".

3. Appointment to Community Action Board

No action was taken and this item will be placed on the June agenda.

4. New Horizons – Review and Consideration of Agreement

Council Member Chotas noted that New Horizons' agreement is a continuation of the current agreement. He said the proposed agreement includes added duties.

Council Member Chotas made the Motion to approve the agreement as presented.

Public Comments

Resident Susan Lomas – Glen Grove Lane

Resident Lomas explained how the city agreed to mow their entranceway and an area along the wall on Holden Avenue during the annexation process. Attorney Schumer said that the last agreement to provide the mowing was made in a Resolution in 2003. Council Member Chotas said the City should not do work on private property with public money.

City Attorney Smith was asked to bring back the code section that allocates the responsibility, along with a plat of the subject property, the Resolution that Attorney Schumer referenced, and any minutes where discussion was held regarding mowing/maintenance for this HOA.

Jim Worthen – HAINC representative

Mr. Worthen said he supports Susan Lomas and agrees with her comments regarding ambiguity. Mr. Worthen went on to explain his reasons.

Council Member Chotas asked to change some wording to include mowing of street right-of-way, public curbs, and sidewalks edged and mowed. After brief discussion, Council Member Chotas withdrew his Motion and requested to place the Agreement on the June agenda.

Council Member Fortini made the Motion to approve the Agreement “as is”; Second by Council Member Pierce.

<i>The Motion was approved by the following roll call vote (3/2):</i>	
<i>Council Member Horn</i>	<i>- No</i>
<i>Council Member Pierce</i>	<i>- Yes</i>
<i>Council Member Fortini</i>	<i>- Yes</i>
<i>Council Member Chotas</i>	<i>- No</i>
<i>Council Member Rader</i>	<i>- Yes</i>

NEW BUSINESS

None.

GENERAL INFORMATION (No action required)

- FY 2019/2020 TRIM Calendar

City Clerk Meeks announced the TRIM calendar is complete and that she would be sending out calendar requests to Council members and staff for the budget workshops and budget hearings.

CITIZEN COMMENTS

Bonnie Bagshaw thanked Council and staff for holding a Celebration of Life for Mayor Bagshaw. She thanked everyone for honoring him and for renaming Larue Avenue to Bagshaw Way.

BOARDS & COMMITTEES

None.

M. STAFF REPORTS

City Attorney Smith:

City Attorney Smith provided a legislation update regarding affordable housing.

Police Chief Freeburg:

- Monthly Report

Chief Freeburg said his department was reaccredited and that the reaccreditation is good for three years. He also gave a couple of highlights from his report.

City Clerk Meeks:

City Clerk Meeks updated Council on the status of quiet zones, Hurricane Irma’s outstanding FEMA payments, and the Non ad-valorem assessment, as it relates to the City’s house and unit count.

N. MAYOR & COUNCIL REPORTS

- **Mayor Dowless -**

Mayor Dowless noted that his meeting scheduled has increased.

- **Council Member Chotas --**

No report.

- **Council Member Rader -**

No report.

- **Council Member Fortini --**

No report.

- **Council President Horn -**

No report.

- **Council Member Pierce --**

No report.

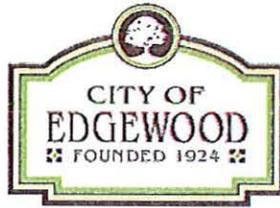
ADJOURNMENT

Having no further business or discussion, Council Member Fortini made a Motion to adjourn; Second by Council President Pro-tem Pierce. The City Council meeting adjourned at 8:40 p.m.

Ben Pierce
Council President Pro-Tem

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

Approved on



CITY COUNCIL MEETING MINUTES
Tuesday, June 18, 2019

CALL TO ORDER

Council President Horn called the March 19, 2019 City Council meeting to order. Council President Horn asked for a moment of silence and then led everyone in the Pledge of Allegiance.

ROLL CALL & DETERMINATION OF QUORUM

City Clerk Meeks announced that Mayor Dowless was not in attendance but that there was a Council quorum.

PRESENTATION

Police Chief John Freeburg introduced Officer Ryan White and gave the ceremonial Oath of Office.

CONSENT AGENDA

None.

ORDINANCES

None.

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

None.

UNFINISHED BUSINESS

1. Agreement for Traffic Control on Private Road (Camelot)

City Attorney Smith confirmed that this is the same Agreement considered in previous Council meetings; however, Exhibit “A” is now attached. Chief Freeburg explained why the Police Department has no enforcement rights unless agreement is in place. Council Member Chotas asked about changing Paragraph 3 regarding the effective date and questioned the property signage. City Attorney Smith said signage can be added.

***Council Member Pierce made the Motion to approve the Agreement with referenced changes;
Second by Council Member Fortini.***

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

- Council Member Rader - Yes*
- Council Member Pierce - Yes*
- Council Member Chotas - Yes*
- Council Member Fortini - Yes*
- Council President Horn - Yes*

2. Appointment to Community Action Board

In a memo to Council Members, Mayor Dowless recommended the appointment of Council Member Chotas to the Community Action Board. Council Member Chotas accepted the appointment.

Council Member Fortini made the Motion to accept Mayor Dowless' recommendation to appoint Council Member Chotas to Orange County's Community Action Board; Second by Council Member Rader. Approved (5/0).

NEW BUSINESS

1. Voting Delegate – Florida League of Cities Annual Conference

In a memo to Council Members, Mayor Dowless recommended Council President Horn represent the City as a voting delegate at the Florida League of Cities Annual Conference.

Council Member Chotas made the Motion to accept Mayor Dowless' recommendation; Second by Council Member Fortini. Approved (5/0).

2. Non-ad Valorem Assessment

City Clerk Meeks reported to Council Members that the house/unit count needed for the Non ad-valorem assessment does not match the information provided by the Orange County Property Appraiser. City Clerk Meeks said for this reason she is not able to give an estimate of expenditures or revenues regarding this assessment.

Council Members discussed the current assessment which is \$292.96. Council Member Chotas said he is not in favor of increasing the assessment.

Council Member Chotas made the Motion to not increase the current Non ad-valorem assessment; Second by Council Member Fortini.

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

- Council President Horn - Yes*
- Council Member Fortini - Yes*
- Council Member Chotas - Yes*
- Council Member Pierce - Yes*
- Council President Rader - Yes*

Public Comment(s)

Resident Jim Worthern said he agreed with Council Member Chotas regarding the non-ad valorem assessment, as he thinks this should be a break even revenue.

GENERAL INFORMATION (No action required)

None.

CITIZEN COMMENTS

Les Slesnick – 1239 Waterwitch Cove Circle

Resident Slesnick asked about the status of Council/Staff discussion with applicable agencies regarding Holden/Orange/Gatlin Avenues. Resident Slesnick described a recent blocking at the intersection. City Clerk Meeks and Chief Freeburg explained that Mayor Dowless is in discussion with the Florida Department of Transportation and others, and a meeting is scheduled in July.

Jim Muzsynski -5537 Chenault Avenue

Resident Muzsynski expressed his concerns about a recent death of a resident and his concerns with the Police Department's disconnect to communicate the loss. He told Council that things were being taken from the house. Chief Freeburg addressed Mr. Muszynski's concerns.

BOARDS & COMMITTEES

None.

STAFF REPORTS**City Attorney Smith:**

- Grass Maintenance at Holden Avenue and Jessamine Lane

City Attorney Smith referred to the memo provided to Council. He explained the City's responsible area of mowing and that of individual property owners. He said individuals are responsible for the rights-of-way. He gave a brief history of the maintenance provided when the subject subdivision was in County and when it annexed into the City.

Council Member Rader questioned precedent. City Attorney Smith said because mowing was done in the past, it does not mean the City has to continue. Council Member Chotas feels the Ordinance should be corrected, and that he is reluctant to pay tax payer dollars to maintain private property.

Public Comment(s)

Susan Lomas – 513 Glen Grove Lane

Resident Lomas said she came before Council in the May meeting to say how disappointed she is. She said that in the May meeting, New Horizon's contract did not lay out all of their duties. Resident Lomas referenced a survey she brought to the meeting showing that the ten-foot buffer is inside their wall.

Jim Muszynski: (Council President when the annexation was done)

Resident Muszynski said the residents in Jessamine Glen were promised by the City that they would maintain the level of service the county was providing. Mr. Muszynski confirmed that there was a verbal agreement. He said the intent was to maintain the subject area. Mr. Muszynski said it was his recollection that Council and residents had an understanding that the subject area would be maintained at the same level the County provided, if not better. City Attorney Smith recommended a Resolution. Council Member Chotas said he wants a Resolution reflecting past history, that, as an inducement of annexation, it was the intent of Council to maintain Jessamine Glen. *It was the consensus of Council that a Resolution would be brought before them to consider in the July City Council meeting.*

Jim Worthen –

Resident Worthen said he supports what Residents Lomas and Muszynski already said.

STAFF REPORTS

Chief Freeburg:

- Monthly Report

Chief Freeburg referred to his agenda packet report. He reported that Sgt. Ireland attended an informational session for bike safety. Chief Freeburg explained that the Florida Department of Transportation has a bike safety and pedestrian initiative to participate in bike safety. He reported that his Department participates in a peer support program. He said Officer LaFan is the Orange County representative, and Sgt. Ireland is the Brevard County representative. Chief Freeburg said Wednesday (June 19, 2019) is reaccreditation at Champions Gate. He said to let him know if any Council member wants to attend.

City Clerk Meeks:

City Clerk Meeks reported on the following:

1. Complied with Ordinance to change name of Larue Avenue to Bagshaw Way
 - Orange County Property Appraiser's records already reflect the name change;
 - Performed a zip code search for 405 Bagshaw Way, Edgewood, FL through the US Postal Service and the address came up as Bagshaw Way;
 - In notice to all the applicable agencies/entities, they were advised that street signs would be installed 60 days from the date of the Notice; the notice date was June 10, 2019;
 - Staff will take steps to make applicable changes to stationery, website, permit applications, business cards, etc.
2. Met with Tom Drake and Liz, with the Federal Railroad Administration, who made the following request regarding the City's quiet zones:

- An Average Annual Daily Traffic count for inventory forms needs to be done and be included with Notice of Exception (NOE). The City has to allow 21 days from date of NOE better before activating quiet zones.
3. Hurricane Irma
- Received email asking why the City did not go through procurement process when contract was extended.
 - There were no changes to Orange County's contract, or the City's; therefore, a procurement process was not needed.
4. Status of New Horizon's contract
- New Horizons owners are not in agreement with no increase in annual agreement fee;
 - Discussed with Mayor Dowless and Council Member Fortini;
 - Almost a \$17,000 increase in 8 years (26%);
 - In response to New Horizons' concerns about their overhead, I explained that overhead is the cost of doing business and city is not New Horizon's only contract;
 - Will bid out irrigation system for Bagshaw Park;
 - New Horizons is amenable to a 2% increase this year, but wants to address another increase next fiscal year. It was explained to New Horizons how the agreement addresses a request for an increase.
5. Out of office in FACC conference from June 21st through June 26th.

MAYOR & COUNCIL REPORTS

Mayor Dowless

Mayor Dowless provided a memo to Council Members regarding the following items:

- MetroPlan Transportation Improvement Program

Mayor Dowless reported that he and Council Member Chotas discussed the plan and that Council Member Chotas discovered an area of roadway "left out" on a stretch of Orange Avenue. Council Member Chotas confirmed for City Clerk Meeks this is the same area that Mayor Bagshaw referred to as the "black hole". Mayor Dowless' report indicated that he will be following up with Council on this program.

- Planning and Zoning Board

No discussion or action on the vacancy on the Planning & Zoning Board.

- Neighborhood Partnership Grants

Legacy at Lake Jessamine HOA

Harbour Island HOA

Mayor Dowless provided comments and recommendations in his memo to Council regarding the request for a Neighborhood Partnership Grant from the Legacy at Lake Jessamine HOA and Harbour Island HOA. Mayor Dowless recommended approving a 50% match for each HOA, which would result in granting \$3712.50 for Legacy HOA and \$1984.47 to Harbour Island HOA.

A brief discussion was held regarding Council Members Chotas, Pierce and Horn’s *voting conflict. City Attorney Smith said that if the HOA had 100 plus members they could vote. He said that even though Legacy has over 100 HOA members, Council Member Rader should file a conflict because he is the HOA President.

Council Member Fortini made the Motion to approve a 50% matching grant to Legacy HOA; Second by Council Member Pierce.

<i>The Motion was approved by the following roll call vote (4/0):</i>	
<i>Council President Horn</i>	<i>Yes</i>
<i>Council Member Fortini</i>	<i>Yes</i>
<i>Council Member Chotas</i>	<i>Yes</i>
<i>Council Member Pierce</i>	<i>Yes</i>
<i>Council President Rader</i>	<i>Conflict</i>

Council Member Fortini made the Motion to approve a 50% matching grant to Harbour Island HOA; Second by Council Member Rader.

<i>The Motion was approved by the following roll call vote (3/0):</i>	
<i>Council President Horn</i>	<i>Yes</i>
<i>Council Member Fortini</i>	<i>Yes</i>
<i>Council Member Chotas</i>	<i>Conflict</i>
<i>Council Member Pierce</i>	<i>Conflict</i>
<i>Council President Rader</i>	<i>Yes</i>

Council President Pierce and Council Members Chotas and Rader filed a Form 8B with the City Clerk

- Council Member Chotas

No report.

- Council Member Fortini

No report.

- Council Member Horn

No report.

Council Member Pierce

No report.

- **Council Member Rader**

No report.

ADJOURNMENT

Having no further business or discussion, Council Member Fortini made a Motion to adjourn; Second by Council Member Pierce. The City Council meeting adjourned at 8:08 p.m.

Richard A. Horn
Council President

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

Approved on

**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 \$49,062.00 annually during the term of this Agreement. Payment shall be made to CONTRACTOR bi-weekly in equal installments of \$1,887.00.
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

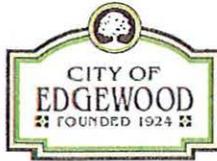
BROADFIRE, INC. d/b/a
NEW HORIZONS ENTERPRISES

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".



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Dowless, Council President Horn and Council Members Chotas, Fortini, Pierce and Rader

CC: Deputy City Clerk Riffle, Police Chief Freeburg, PD Manager Patterson and City Attorney Smith

DATE: July 9, 2019

RE: Non- ad Valorem Assessment

You may recall that in the June City Council meeting I reported that my numbers for city parcels and unit count were not matching with the Orange County Property Appraiser. Additionally, I reported that there were 40 parcels/residents that were not receiving a non-ad valorem assessment.

On July 3, 2019, I met with Mark Webster at the Orange County Property Appraiser’s office to reconcile our numbers. For clarification, parcels represent dwellings, and units represent solid waste service. There are some residents who are assessed for more than one unit. The additional assessment could be related to the dwelling being a duplex, a mother-in-law dwelling (some existed prior to code), or other reasons. Additionally, we have a few businesses in Edgewood, who are provided with solid waste service the same as residential service, i.e., an office that doesn’t require a dumpster.

What I learned in my meeting with Mark is that the homes that were not assessed were included in the count. In other words, the City has been paying for the service; however, the resident has not been paying for the service. There were 40 homes that were not being assessed. The City of Edgewood can assess arrearages for three years. With the exception of one home, all properties can be assessed for 2016, 2017 and 2018, in addition to the current year, 2019. The other home did not receive a Certificate of Occupancy until December 16, 2016 so the arrearages would be for 2017 and 2018, in addition to the current year, 2019.

There is no explanation as to how the non-ad valorem assessments were omitted. Most of the omissions were from homes that received a Certificate of Occupancy in 2011 and 2012; however, there were two that dated back to 2007 and 2008. I cannot explain why homeowners did not question who they make payment to for their garbage pick-up. As I said in the June council meeting, most homeowners who have an escrow account do not look at their “tax bill”; they just check their bank to see if it was paid. ***I need direction from Council as to whether or not you want me to proceed with the paperwork for the arrearages, or move forward without assessing arrearages knowing these properties will be assessed for 2019 forward.***

The following shows what homeowners would be assessed for the arrearages (does not include 2019 assessment), as well as the amount the City may recoup:

PARCELS (1 unit)	ARREARAGES (\$292.96 each year)	AMOUNT
39 (3 years)	\$ 878.88	\$34,276.32
1 (2 years)	\$ 585.92	585.92

The total recovery to the City would be \$34,862.24.

Also during the meeting, I had eight units on Holden be omitted from receiving an assessment. All the dwellings on the subject parcels are not habitable and have been vacant for a few years. You know the property as the "proposed school site".

The end result of the meeting is shown below:

PARCELS	UNITS
831	838

I cannot explain why the parcel count is now 831 instead of 844 except for a counting error. I do feel that Mark and I got this matter resolved.

RESOLUTION NO. 2019-02

A RESOLUTION OF THE CITY OF EDGEWOOD,
FLORIDA, PROVIDING FOR THE CONTINUED
MAINTENANCE OF THAT CERTAIN LANDSCAPED
AREA WITHIN AND ADJACENT TO THE RIGHT-OF-
WAY OF HOLDEN AVENUE WHICH LIES ADJACENT
TO THE JESSAMINE GLEN NEIGHBORHOOD

WHEREAS, on December 7, 1995, the City of Edgewood annexed that certain area of land containing the Jessamine Glen neighborhood; and

WHEREAS, in 1996, upon the request of residents of the Jessamine Glen neighborhood, the City Council of the City Edgewood voted to explore the possibility of having the City maintain the portion landscaped area within and adjacent to the right-of-way of Holden Avenue and the City ultimately began to maintain said portion of landscaped area; and

WHEREAS, at the City Council meeting of June 18, 2019, residents of Jessamine Glen and former City Councilmember Jim Muszynski explained to the City Council that at the time of the annexation of Jessamine Glen, the City Council had committed to providing the same or better services as were being provided by Orange County, that Orange County had maintained said landscaped area prior to the annexation, and that it had been the understanding of the City Council and the residents at the time of the annexation that the City would continue to maintain said area; and

WHEREAS, due to the manner in which the Jessamine Glen neighborhood was platted in Orange County, the private property owners, rather than the Homeowners Association would be responsible for the maintenance of the landscaped areas within the right of way of Holden Avenue; and

WHEREAS, due to the location of the wall along Holden Avenue, the City Council recognizes the difficulty individual homeowners would have maintaining those portions of landscaped areas within the right-of-way of Holden Avenue as would otherwise be required; and

WHEREAS, in order to memorialize the history of the City's maintenance of that portion landscaped area within and adjacent to the right-of-way of Holden Avenue and to memorialize the City's continued adherence to the commitments made by prior Council's, the City Council finds it appropriate to adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA, as follows:

Section 1. The City shall continue to maintain that portion of landscaped area within and adjacent to the right-of-way of Holden Avenue which lies on the Holden Avenue side of the wall running along the boundary of the Jessamine Glen neighborhood.

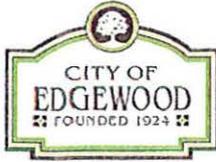
Section 2. **Effective Date.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of July, 2019.

John Dowless, Council President

ATTEST:

Bea Meeks, MMC
City Clerk



From the desk of the City Clerk....

B

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Dowless, Council President Horn and Council Members Chotas, Fortini, Pierce and Rader

CC: Deputy City Clerk Riffle, Police Chief Freeburg, PD Manager Patterson and City Attorney Smith

DATE: July 9, 2019

RE: Set Tentative Millage Rate and Set Public Hearing Date for Final Millage and Proposed FY 2019/2020 Budget

I am in receipt of Orange County’s preliminary tax roll for real and personal property for the City of Edgewood. The City must complete and return to the Orange County Property Appraiser, on or before August 2, 2019, the DR-420 and DR-420MMP. For this reason, Council must set the tentative millage rate and set the public hearings for the proposed millage rate and the final millage rate and budget. The following is a chart to provide you with what the City’s ad valorem revenue would be, based on the millage rate set:

Real Property	\$339,963,532
Personal Property	\$ 30,226,693
TOTAL	\$370,190,225

MILLAGE	AD VALOREM TAX	TANGIBLE TAX
4.95	1,598,679	142,141
4.98	1,608,367	143,002
5.1	1,647,123	146,448
5.5	1,776,309	157,943

Calculation: Current Year Gross Taxable Value For Operating Purposes .95 x tentative millage per 1000 (i.e., 339,963,552 X .95 x 4.95 / 1000)

As always, I recommend you set the tentative millage rate higher than the current millage rate, as you can decrease the tentative millage rate but you cannot increase. Your first budget workshop is July 29, 2019 at 9 a.m.

For the purpose of comparison, the chart below provides the current fiscal year budget for ad valorem revenue and the tangible tax revenue:

		RECEIPTS AS OF 6/30/2019
Ad Valorem Tax	\$ 1,504,055	\$ 1,475,272.90
Tangible Tax	\$ 119,147	\$ 119,066.59

Council has already approved September 3, 2019 at 6:30 p.m. as a special council meeting to adopt the tentative budget and proposed millage rate. Council also approved that the second/final public hearing to adopt the millage rate and budget, will be in the regular city council meeting scheduled for September 17, 2019 at 6:30 p.m.

Edgewood Police Department July City Council Report 2019

	June	July
Residential Burglaries	1	0
Commercial Burglaries	0	1
Auto Burglaries	4	1
Theft	3	5
Assault/Battery	3	2
Sexual Battery	0	0
Homicides	0	0
Robbery	1	0
Traffic Accident	11	12
Traffic Citations	240	162
Red Light Citations	549	491
Traffic Warnings	245	216
Felony Arrests	1	5
Misdemeanor Arrests	3	3
Warrant Arrests	3	2
Traffic Arrests	1	7
DUI Arrests	0	2

Department Highlights:

- On June 8, 2019 the Kissimmee Pride Fest was attended by numerous police agencies around the Central Florida area. The Edgewood Police Department was represented by Officer Scott Zane. Officer Zane is the treasurer of the Gay Officer Action League of Central Florida (GOAL). This organization supports, educates, and promotes a positive relationship between LGBTQ law enforcement professionals and the communities in which they work, live, and serve.
- The week of June 24th, 2019 Officer First Class Adam LaFan attended the Accreditation Conference at Champion Gate Resort. The Edgewood Police Department was one of the host agency. During this conference the Edgewood Police Department was awarded their Reaccreditation certificate before the Board of Commissioners of the Florida Law Enforcement Accreditation. The board also recognized our efforts in assisting those in crisis (mental health of both the public and fellow LEO's).
- On July 1, 2019 the State of Florida put into effect the driving while distracted law. This law allows the agency to ticket individuals who are caught text messaging while driving.
- On July 5, 2019 Sergeant David Ireland and Sergeant Tim Cardinal participated in a County Wide DUI Saturation hosted by the Belle Isle Police Department.

Reporting Dates: June 8th to July 7th 2019