

Ray Bagshaw
Mayor

Ben Pierce
Council Member

Susan Fortini
Council Member

John Dowless
Council President

Lee Chotas
Council Member

Richard Alan Horn
Council Member

CITY COUNCIL AGENDA
Regular Meeting
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, March 19, 2019
6:30 p.m.

WELCOME! We are very glad you have joined us for today's Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however a five-minute limit has been set by Council. Large groups are asked to name a spokesperson. Robert's Rules of Order guide the conduct of the meeting. **PLEASE SILENCE ALL CELLULAR PHONES AND PAGERS DURING THE MEETING.** "THANK YOU" for participating in your City Government.

A. CALL TO ORDER

B. INVOCATION & PLEDGE OF ALLEGIANCE

C. ROLL CALL & DETERMINATION OF QUORUM

D. ORGANIZATIONAL MEETING

1. Election Report – City Clerk Bea Meeks
2. Administer Oath of Office to Mayor and two Council member(s)
 - Council Member John Dowless
 - Council Member Richard Alan Horn

¹Following the Oath of Officer, Council Members Dowless and Horn will draw straws to determine their term in Office.

3. Election of Council President and Council President Pro Tem

¹ In the 2019 election two council members and the mayor shall be elected. In the 2019 election the one (1) city council candidate receiving the largest number of votes shall take office for a term of three (3) years and the one (1) city council candidate receiving the second largest number of votes shall be elected to a term of one (1) year. The candidate for mayor receiving the largest number of votes shall be elected to a term of three (3) years.

4. **(Pgs. 1-2)** Council President to designate areas of responsibility (not already under the Jurisdiction of the mayor), to be assigned to individual Council members pursuant to Section 3.12 of the City Charter.
5. **(Pgs. 3-6)** Review and Appointment of Consultants per City Charter

E. PRESENTATION

1. **(Pgs. 7-54)** FY 17/18 Audit - Tom Reilly, Holland & Reilly, PA

F. CONSENT AGENDA

1. Review and Approval of Minutes
 - **(Pgs. 55-60)** February 19, 2019 Minutes
2. Updated Mutual Aid Agreements With Orange County Sheriff's Office
 - **(Pgs. 61-70)** Sunrail Combined Operational Assistance and Voluntary Cooperation Mutual Air Agreement 2019
 - **(Pgs. 71-80)** Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement 2019

(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. 81-84) ORDINANCE 2019-01** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING SUBPART B "LAND DEVELOPMENT REGULATIONS", CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS", ARTICLE I, "PASS-THROUGH FEES", IN THE CODE OF ORDINANCES; PROVIDING FOR PASS-THROUGH TO THE APPLICANT OF CERTAIN COSTS INCURRED BY THE CITY PERTAINING TO THE REVIEW, INSPECTION AND REGULATION OF APPLICATIONS FOR SIGN PERMITS AND WAIVERS FROM THE EDGEWOOD CENTRAL DISTRICT STANDARDS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

H. UNFINISHED BUSINESS

None.

I. NEW BUSINESS

None.

J. GENERAL INFORMATION (No action required)

K. CITIZEN COMMENTS

L. BOARDS & COMMITTEES

None.

M. STAFF REPORTS

City Attorney Smith:

Police Chief Freeburg:

- **(Pg. 85)** Monthly Report

City Clerk Meeks:

N. MAYOR & COUNCIL REPORTS

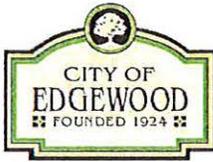
- **Council President Dowless**
- **Council Member Chotas**
- **Council Member Fortini**
- **Council Member Horn**
- **Council Member Pierce**

O. ADJOURNMENT

UPCOMING MEETINGS:

Monday, April 8, 2019.....Planning & Zoning Meeting (6:30 p.m.)
 Tuesday, April 16, 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.



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

B

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

DATE: March 13, 2019

RE: 2019 Council Assignments.

The Code provides the following:

Section 3.12. - Areas of responsibility.

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

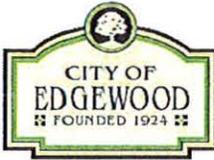
The areas of responsibility are the following:

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

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

Assignments designated for 2018:

Finance	<i>Council Member Ben Pierce</i>
Code Enforcement	
HAINC liaison	<i>Council Member Richard Alan Horn</i>
Cypress Grove liaison	
Land Development/Master Plan	<i>Council Member Susan Fortini</i>
Public Works	<i>Council Member Lee Chotas</i>
Metro Plan	<i>Council President John Dowless</i>
Police Department*	<i>Mayor Ray Bagshaw</i>
City Hall*	
Contract Staff*	
<p>Pursuant to Section 4.04 of the <i>City Charter</i>, the mayor has jurisdiction over the police department, city hall and contract staff.</p>	



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

B

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

DATE: March 13, 2019

RE: Review of City Contracts

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

Section 4.11. - Consultants.

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

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

Contract Update:

Legal:

- Key firm personnel providing legal services will include: D. Andrew Smith, III, as the City Attorney and Cliff Shepard as Assistant City Attorney, or other attorney as designated.
- \$175.00 per hour for attendance at regular Council meetings, as well as all other meetings and workshops. The hourly rate includes review and preparation of contracts, ordinances and resolutions, research memoranda and legal opinions, and conferences with the Mayor, Council members, staff, consultants and others at the City's direction.

- \$175.00 per hour for representation before Federal and State Courts, administrative agencies, boards or commissions.
- The hourly rate is exclusive of costs (court costs, filing fees, taxes, recording fees, etc) however, regular postage and copies and delivery charges are considered routine and will not be invoiced to the City. However Shepard, Smith , Kohlmyer & Hand, P.A. reserve the right to invoice if costs exceed the firm's reasonable expectations.
- Allowed 15-days within billing date for questions or adjustment requests; failure to do so will be deemed acknowledgement that the City finds the bill both accurate and fair.

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

The City's current approved budget for this service is \$65,000 (exclusive of Special Magistrate for Code Enforcement and Red Light Hearing Officer).

Note: *Staff has a very good working relationship with Shepard, Smith , Kohlmyer & Hand, P.A.*

Engineering:

The City entered into an Agreement for engineering services with CPH on September 17, 2015. The Agreement is in effect for three years with two automatic 2-year renewal periods. The City has the right to terminate the Agreement, or any specific Task Authorization without cause, provided that a written notice is given to CPH thirty days prior to the termination. It was agreed in the March 2018 business meeting to allow CPH's agreement to automatically renew.

As provided in the 2017 review, due to new NPDES requirements, the fiscal year budget was increased to allow for CPH's time required to keep the City in Compliance with their NPDES program.

The personnel hourly rate is based on the individual providing the service. The current maximum hourly rate is \$150.00.

The City's current approved budget for this service is \$45,000

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

Accountant:

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

- Bi-Weekly processing of payments of accounts payable.
- Monthly reconciliation of all bank accounts and preparation of compiled financial statements.

- Inputs journal entry and adjusting journal entries.
- Inputs fiscal year budget information.
- Assist in preparing the City for their annual audit.
- Available during business hours, Monday through Friday.

The City's current approved budget for this service is \$38,100.

***Note:** Lindsey Rock is in City Hall one to two times per week, depending on the accounting work needed. Lindsey makes herself available for the auditor and assists in putting the City's budget in the format that Council requests. Additionally, Lindsey is quick to respond to Mayor and staff requests outside of the days she works in City Hall. Staff has a very good working relationship with McDermitt~Davis and recommends continuing this partnership.*

Auditor

Holland & Reilly to perform the City's required annual audit. Audits are always a challenge and since the implementation of GASB 68, which is tied into the City's Florida State Retirement, another challenge was created. The City of Edgewood is not the only City being challenged, and there seems to be challenges in every audit related to GASB 68.

New Horizons

New Horizons is the company that takes care of providing landscape services to the City. On September 24, 2018, I had a conversation with Jerry and Sande Reynolds regarding the properties that they mow in the City and they provided the following:

1. City Hall and PD complex
2. Bagshaw Park
3. Hansel/Sebaali lot across from City Hall (when there are special events)
4. Area along the railroad tracks on Orange Avenue
5. Area along the south side of Holden from Russell Home to Jessamine and down Jessamine on the left side to the curb
6. City retention area on Green Glen Court
7. Area between Oak Lynn and Lynwell and both sides of the island
8. Swell at Lake Conway Road and Rosalind
9. Swell on Lake Gatlin and back of Baez property (outside of the fence)
10. Retention area off of Lake Mary Jess

Miscellaneous

11. Jerry and Sande provide the required report for the City's NPDES.
12. Check and clean storm drains
13. Remove dead animals off roadways
14. General maintenance to City Hall and PD upon request
15. Maintain markings at all railroad tracks
16. Order and replace signs when requested

The City budgets \$48,100 for their services.

CITY OF EDGEWOOD, FLORIDA

Annual Financial Report

September 30, 2018

(With Independent Auditors' Report Thereon)

CITY OF EDGEWOOD, FLORIDA

**ANNUAL FINANCIAL REPORT
AND AUDITORS' REPORT**

SEPTEMBER 30, 2018

CITY COUNCIL AND OFFICIALS

John Dowless	- Council Member & President
Lee Chotas	- Council President Pro-Tem
Susan Fortini	- Council Member
Richard Horn	- Council Member
Ben Pierce	- Council Member
Raymond Bagshaw	- Mayor
Bea Meeks	- City Clerk
John Freeburg	- Police Chief
Drew Smith	- City Attorney

AUDITOR
Holland & Reilly
Certified Public Accountants

CITY OF EDGEWOOD, FLORIDA

ANNUAL FINANCIAL REPORT AND AUDITORS' REPORT
YEAR ENDED SEPTEMBER 30, 2018

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FINANCIAL SECTION

This section contains the following subsections:

- **REPORT OF INDEPENDENT AUDITORS**
- **MANAGEMENT'S DISCUSSION AND ANALYSIS**
- **BASIC FINANCIAL STATEMENTS**
- **NOTES TO THE FINANCIAL STATEMENTS**

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CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
ASSOCIATION OF
CERTIFIED FRAUD EXAMINERS

DAVID S. HOLLAND, CPA
THOMAS F. REILLY, CPA

INDEPENDENT AUDITORS' REPORT

Honorable Mayor and City Council
City of Edgewood, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, and each major fund of the City of Edgewood, Florida (the City), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the City of Edgewood, Florida as of September 30, 2018 and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of proportionate share of net pension liability – Florida Retirement System and Health Insurance Subsidy Program, and schedule of pension contributions – Florida Retirement System and Health Insurance Subsidy Program on pages 3 through 8 and 32 through 37, respectively be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 12, 2019 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Holland & Reilly

March 12, 2019
Orlando, Florida

CITY OF EDGEWOOD, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
Year Ended September 30, 2018

As management of the City of Edgewood, Florida (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2018.

Financial Highlights

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$4,006,096 (net position). Of this amount, \$981,549 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- During the fiscal year the City's total net position decreased by (\$560,613), compared to the prior year decrease of (\$136,025).
- The City's cash and cash equivalents balance was \$2,779,138, representing a (\$296,766) decrease from the prior year.
- The City's capital outlays for fiscal year 2018 were \$102,185.
- The City's Red Light Citation program generated an excess of revenues over expenditures of \$46,008.
- The City has a net pension liability of \$2,079,021, a decrease of (\$134,985) from the prior year.

Overview of the Financial Statement

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required and other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. *The government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues from other functions that are intended to recover all or a significant portion of their costs through user fees and charges. The governmental activities of the City include general government, public safety, physical environment, and highways and streets.

The Government-wide financial statements can be found on pages 10 and 11 of this report.

Fund financial statements A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The City has only governmental funds (both major funds) – the General Fund and a special revenue fund – the Roads and Streets Fund.

Governmental Funds *Governmental Funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balance of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City adopts an annual appropriated budget for its General Fund and special revenue fund. A budgetary comparison statement has been provided for the General Fund and Roads and Streets Fund as required supplementary information.

The basic governmental fund financial statements can be found on pages 12 to 15 of this report.

Notes to the financial statements The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16 through 30 of this report.

Government-wide Financial Analysis

Statement of Net Position September 30, 2018 and 2017

	Governmental activities	
	2018	2017
Current assets	\$ 2,989,796	\$ 3,242,472
Noncurrent assets (capital assets)	2,755,134	2,885,707
Deferred outflows of resources	905,769	1,011,410
Total assets and deferred outflows of resources	<u>6,650,699</u>	<u>7,139,589</u>
Current liabilities	168,006	126,279
Noncurrent liabilities	2,181,443	2,303,521
Deferred inflows of resources	295,154	143,080
Total liabilities and deferred inflows of resources	<u>2,644,603</u>	<u>2,572,880</u>
Net position:		
Net investment in capital assets	2,755,134	2,885,707
Restricted	269,413	383,326
Unrestricted	981,549	1,297,676
Total net position	<u>\$ 4,006,096</u>	<u>\$ 4,566,709</u>

\$2,755,134 or 69% of the City's net position is reflected in net investment in capital assets (e.g., land, buildings, machinery and equipment, and infrastructure). The City uses these assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City has no outstanding related debt, the investment in its capital assets would be reported net of any related debt. It should be noted that the resources needed to repay any of this debt would be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

\$269,413 or 7%, of the City's net position represents resources that are subject to restrictions on how they may be used, primarily for law enforcement, storm water and road projects. Unrestricted net position of \$981,549 or 24% may be used to meet the City's ongoing obligations to citizens and creditors.

At September 30, 2018, the City is able to report positive balances in all three categories of net position, both for the City as a whole, as well as for its governmental activities.

Changes in Net Position
For the years ended September 30, 2018 and 2017

	Governmental Activities	
	<u>2018</u>	<u>2017</u>
Revenues:		
Program revenues		
Charges for services	\$ 586,424	712,814
Operating grants and contributions	-	10
Capital grants and contributions	5,049	5,769
Total program revenues	<u>591,473</u>	<u>718,593</u>
General revenues		
Property taxes	1,535,842	1,452,906
Sales and gas taxes	663,327	643,835
Franchise and utility taxes	709,111	699,973
Investment earnings	13,881	13,341
Impact fees	8,219	-
Miscellaneous revenue	62,318	12,544
Gain (loss) on sale of capital assets	(6,711)	(3,467)
Total general revenues	<u>2,985,987</u>	<u>2,819,132</u>
Total revenues	<u>3,577,460</u>	<u>3,537,725</u>
Expenses:		
General government	717,202	592,388
Public safety	2,646,986	2,569,872
Highways and streets	496,828	264,165
Physical environment	277,057	247,325
Total expenses	<u>4,138,073</u>	<u>3,673,750</u>
Increase (decrease) in net position	(560,613)	(136,025)
Net position - beginning	<u>4,566,709</u>	<u>4,702,734</u>
Net position - ending	<u>\$ 4,006,096</u>	<u>4,566,709</u>

During the fiscal year 2018, the City's net position decreased by (\$560,613) compared to a (\$136,025) decrease in the prior year. The decrease is primarily due to a reduction in Red Light Citation revenue as one of the traffic lights became inoperable due to an intersection street realignment for part of the year, as well as increased expenditures for repairs and maintenance on the City's streets and roads.

The following table represents the composition of governmental activities revenue and percentages in relation to total governmental activities:

	2018		2017	
Charges for services	\$ 586,424	16%	20%	
Grants and contributions	5,049	-	-	
Property taxes	1,535,842	43%	41%	
Sales and gas taxes	663,327	19%	19%	
Franchise and utility taxes	709,111	20%	20%	
Investment earnings	13,881	-	-	
Other revenues	63,826	2%	-	
	<u>\$ 3,577,460</u>	<u>100%</u>	<u>100%</u>	

Relevant Financial Policies – The City's management has reviewed several GASB Statements that became effective this year (see Note 14) and has made the determination that none of these pronouncements have any discernable impact on these financial statements.

Fund Financial Statements

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City of Edgewood, Florida's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City of Edgewood, Florida's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$2,821,790.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$2,466,912. As a measure of the General Fund's liquidity, it may be useful to compare the unassigned fund balance to total fund expenditures. Unassigned fund balance represents 69% or approximately 8 months of total General Fund expenditures and transfers.

General Fund Budgetary Highlights

The following information is presented to assist the reader in comparing actual results with budgetary amounts.

- Total revenues were \$32,110 less than budgeted in the General Fund, primarily due to reduced court fines and Red Light Citation revenues.
- Total expenditures and transfers were \$67,535 less than budgeted in the General Fund, primarily due to financial and administrative personal and operating expenditures, and public safety operating expenditures being less than anticipated, as well as lower transfers out.

Capital Assets

	Capital Assets (net of depreciation)		Increase	Perce-
	2018	2017	(Decrease)	tage
Land	\$ 284,796	\$ 284,796	\$ -	-
Building	303,489	312,886	(9,397)	(3%)
Machinery and equipment	270,024	282,010	(11,986)	(4%)
Infrastructure	1,896,825	2,006,015	(109,190)	(5%)
Total capital assets	<u>\$ 2,755,134</u>	<u>\$2,885,707</u>	<u>(130,573)</u>	

The City's total investment in capital assets for its governmental activities as of September 30, 2018, amounted to \$2,755,134 (net of accumulated depreciation). This investment in capital assets includes land, buildings, machinery and equipment, and infrastructure.

During the year ended September 30, 2018, the City expended \$102,185 on capital assets, including \$22,581 for various equipment and renovations to City Hall, \$54,701 for vehicles and other equipment for the police department, and \$24,903 on computers.

For more detailed information regarding the City's capital assets, please refer to Note 6 to the financial statements.

Long-Term Debt

The City has no outstanding debt as the mortgage payable on City Hall was paid off during the year ended September 30, 2011.

The City has a net pension liability of \$2,079,021 at September 30, 2018, a decrease of \$134,985 from the prior year.

Economic Factors and Next Year's Budgets and Rates

- The F/Y 18/19 budget of \$4,172,694 represents a 2.3% increase over the F/Y 17/18 budgeted expenditures.
- The F/Y 18/19 budget includes funding for two new administrative vehicles and two marked patrol cars for the Police Department.

Economic Factors and Next Year's Budgets and Rates – continued

- Renovations to be made at City Hall and the Police Department are budgeted at \$20,000.
- Road and street maintenance will continue into the next fiscal year.

Request for Information

This financial report is designed to provide a general overview of the City of Edgewood, Florida's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the management staff of the City of Edgewood, Florida.

BASIC FINANCIAL STATEMENTS

- Government-wide Financial Statements
- Fund Financial Statements

CITY OF EDGEWOOD, FLORIDA
Statement of Net Position
September 30, 2018

	<u>Primary Government Governmental Activities</u>
Assets	
Current assets:	
Cash and cash equivalents	\$ 2,779,138
Receivables	67,775
Due from other governments	108,470
Prepaid items	32,310
Inventories	<u>2,103</u>
Total current assets	<u>2,989,796</u>
Noncurrent assets:	
Capital assets, not being depreciated	
Land	284,796
Capital assets, net of accumulated depreciation	
Buildings	586,259
Machinery and equipment	807,480
Infrastructure	3,787,790
Less accumulated depreciation	<u>(2,711,191)</u>
Total noncurrent assets	<u>2,755,134</u>
Total assets	5,744,930
Deferred outflows of resources	<u>905,769</u>
Total assets and deferred outflows of resources	<u>\$ 6,650,699</u>
Liabilities	
Current liabilities:	
Accounts payable	109,589
Accrued liabilities	31,371
Due to other governments	7,607
Unearned revenue	<u>19,439</u>
Total current liabilities	<u>168,006</u>
Noncurrent liabilities:	
Compensated absences	102,422
Net pension liability	<u>2,079,021</u>
Total noncurrent liabilities	<u>2,181,443</u>
Total liabilities	2,349,449
Deferred inflows of resources	<u>295,154</u>
Total liabilities and deferred inflows of resources	<u>2,644,603</u>
Net Position	
Net investment in capital assets	2,755,134
Restricted for:	
Public safety	172,708
Road projects	61,741
Stormwater	34,964
Unrestricted	<u>981,549</u>
Total net position	<u>4,006,096</u>
Total liabilities, deferred inflows of resources, and net position	<u>\$ 6,650,699</u>

The notes to the financial statements are an integral part of this statement.

CITY OF EDGEWOOD, FLORIDA
Statement of Activities
For the year ended September 30, 2018

Functions/Programs	Expenses	Program Revenues			Net (Expense)
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Changes in Net Position
					Primary Governmental Activities
Governmental Activities:					
General government	\$ 717,202	73,590			(643,612)
Public safety	2,646,986	189,966		5,049	(2,451,971)
Highways and streets	496,828	27,938			(468,890)
Physical environment	277,057	294,930			17,873
Total governmental activities	<u>4,138,073</u>	<u>586,424</u>	<u>-</u>	<u>5,049</u>	<u>(3,546,600)</u>
Total primary government	\$ <u>4,138,073</u>	<u>586,424</u>	<u>-</u>	<u>5,049</u>	<u>(3,546,600)</u>
General Revenues:					
					1,535,842
					663,327
					709,111
					13,881
					8,219
					62,318
					<u>(6,710)</u>
					<u>2,985,988</u>
					(560,612)
					<u>4,566,709</u>
					\$ <u>4,006,097</u>

The notes to the financial statements are an integral part of this statement.

CITY OF EDGEWOOD, FLORIDA
Balance Sheet
Governmental Funds
September 30, 2018

	General Fund	Roads and Streets Fund	Total Governmental Funds
Assets			
Cash and cash equivalents	\$ 2,753,012	26,126	2,779,138
Receivables	67,775		67,775
Due from other governments	67,572	40,898	108,470
Prepaid items	32,310		32,310
Inventories	2,103		2,103
 Total assets	 \$ 2,922,772	 67,024	 2,989,796
Liabilities and fund balances			
Liabilities			
Accounts payable	104,306	5,283	109,589
Accrued liabilities	31,371		31,371
Due to other governments	7,607		7,607
Unearned revenue	19,439		19,439
 Total liabilities	 162,723	 5,283	 168,006
Fund balances			
Nonspendable	34,413		34,413
Spendable			
Restricted	207,672	61,741	269,413
Committed	51,052		51,052
Unassigned	2,466,912		2,466,912
 Total fund balances	 2,760,049	 61,741	 2,821,790
 Total liabilities and fund balances	 \$ 2,922,772	 67,024	 2,989,796

The notes to the financial statements are an integral part of this statement.

CITY OF EDGEWOOD, FLORIDA
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
September 30, 2018

Total Fund Balances		\$ 2,821,790
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Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.

Governmental capital assets	\$ 5,466,325	
Less: accumulated depreciation	<u>(2,711,191)</u>	2,755,134

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.

Deferred outflows of resources related to pensions	905,769	
Deferred inflows of resources related to pensions	<u>(295,154)</u>	610,615

Net pension liability obligations are not due and payable in the current period and, therefore, are not reported in the governmental funds.

(2,079,021)

Long-term liabilities are not due and payable in the current period, and therefore, are not reported in the governmental funds balance sheet.

Compensated absences		<u>(102,422)</u>
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Net Position of Governmental Activities		\$ <u>4,006,096</u>
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The notes to the financial statements are an integral part of this statement.

CITY OF EDGEWOOD, FLORIDA
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the year ended September 30, 2018

	General Fund	Roads and Streets Fund	Total Governmental Funds
Revenues			
Taxes	\$ 2,244,953	93,002	2,337,955
Licenses and permits	73,590		73,590
Intergovernmental	547,515	29,515	577,030
Charges for services	364,323		364,323
Fines and forfeitures	120,573		120,573
Investment earnings	13,838	43	13,881
Impact fees	1,994	6,225	8,219
Hurricane relief		32,801	32,801
Miscellaneous	27,860	27,938	55,798
Total revenues	<u>3,394,646</u>	<u>189,524</u>	<u>3,584,170</u>
Expenditures			
Current:			
General government	675,202		675,202
Public safety	2,436,491		2,436,491
Highways and streets		398,192	398,192
Physical environment	266,503		266,503
Capital outlay	102,185		102,185
Total expenditures	<u>3,480,381</u>	<u>398,192</u>	<u>3,878,573</u>
Deficiency of revenues over expenditures before transfers	(85,735)	(208,668)	(294,403)
Transfers	<u>(100,000)</u>	<u>100,000</u>	<u>-</u>
Excess of expenditures and transfers over revenues	(185,735)	(108,668)	(294,403)
Fund balance			
Beginning of year	2,945,784	170,409	3,116,193
End of year	<u>\$ 2,760,049</u>	<u>61,741</u>	<u>2,821,790</u>

The notes to the financial statements are an integral part of this statement.

CITY OF EDGEWOOD, FLORIDA
Reconciliation of the Statement of Revenues, Expenditures,
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
September 30, 2018

Net Change in Fund Balances - Total Governmental Funds \$ (294,403)

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of these assets is depreciated over their estimated useful lives.

Expenditures for capital assets	\$ 102,185	
Less: Current year depreciation	<u>(226,048)</u>	(123,863)

The net effect of transactions involving capital assets, such as sales, trade-ins, dispositions or other activity. (6,710)

Expenditures in the governmental funds for compensated absences are not recorded as expenses in the statement of activities - net decrease in compensated absences (12,907)

Governmental funds report pension contributions as expenditures. However, in the Statement of Activities the calculated pension expense is greater than the employer pension contributions and therefore decreased net position (122,730)

Change in Net Position of Governmental Activities \$ (560,613)

The notes to the financial statements are an integral part of this statement.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

1. Summary of Significant Accounting Policies

The City of Edgewood, Florida, ("the City") is a political subdivision of the State of Florida, located in Orange County. The City was incorporated under the Laws of Florida and operates under the council-mayor form of government under its charter pursuant to chapter 69-1039, of the State of Florida.

The accounting policies of the City of Edgewood, Florida conform to U.S. generally accepted accounting principles as applicable to governments as established by the Governmental Accounting Standards Board (GASB). The GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies.

A. Reporting Entity

The City is a municipal corporation with a six member council, including the mayor. The Council President acts as the presiding officer of the council, with the Council Pro Tem serving in the Council President's absence.

The City provides the following services as authorized by its charter: public safety - police, street, public improvements, planning and zoning, and general administrative services.

In evaluating the City as a reporting entity, management has addressed all potential component units that may or may not fall within the City's oversight and control, and thus, be included in the City's financial statements. There are no component units, separate governmental units, agencies or nonprofit corporations that require inclusion in the City's financial statements.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. The effect of interfund activity has been removed from these statements. The City has only governmental activities, which normally are supported by taxes and intergovernmental revenues. The City has no business-type activities.

The statement of activities demonstrates the degree to which direct expenses of a given function, or segment, are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then unrestricted resources as they are needed.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

Franchise and utility taxes, state revenue sharing, charges for services, and investment earnings associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

The Roads and Streets Fund is a special revenue fund and accounts for the City's share of local option gas tax, 9th cent gas tax and state revenue sharing fuel tax and the expenditures made for the maintenance and improvement of the City's roads.

D. Assets, Liabilities, and Net Position or Equity

- 1) Investments - Investments are reported at fair value. The City invests in the State Board of Administration Fund (see Note 4).
- 2) Receivables, and Due From Other Governments - Those represent amounts due for services provided to citizens and a claim against another government, are measurable, and have been accrued. Management has determined these amounts are collectible and no allowance for doubtful accounts is necessary.
- 3) Inventories - Inventories are priced at cost using the first-in, first-out method. Fuel inventories are maintained by the General Fund. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

D. Assets, Liabilities, and Net Position or Equity-continued

4) Capital Assets - Capital assets, which include buildings, improvements other than buildings, equipment and furniture, vehicles, and infrastructure assets (i.e. roads, streets and sidewalks, curbs and gutters) are reported in the governmental activities column in the government-wide financial statements. The City defines capital assets as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of two years. Such assets are recorded at cost when purchased. Contributed capital assets are capitalized at their acquisition value at the date received. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation is provided using the straight-line method over the estimated useful lives of the various classes of depreciable assets. The estimated useful lives of the various classes of depreciable assets are as follows:

Buildings	39 years
Building Improvements	15 years
Equipment	5 to 10 years
Furniture and Fixtures	7 to 10 years
Infrastructure	20 to 30 years
Software	3 years

5) Property Taxes - Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the state regulating tax assessment are also designed to assure a consistent property valuation method statewide. State statutes permit municipalities to levy property taxes at a rate of up to ten (10) mills. The millage rate assessed by the City for the fiscal year ended September 30, 2018 was 4.95.

The property tax calendar is as follows:

- All property is assessed according to its fair market value on January 1 of each year.
- Property Appraiser prepares the assessment roll as of January 1 of each year, and then submits this preliminary roll for approval by the State and notifies each taxing city of their respective valuation by July 1 of the assessment year.
- City Council holds two required public hearings, adopts a budget for the coming fiscal year, and adopts an ad valorem tax millage rate by September 30 of the assessment year.
- Property Appraiser certifies the assessment roll, and all real and tangible personal property taxes are due and payable November 1 (levy date) of the assessment year.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

D. Assets, Liabilities, and Net Position or Equity-continued

- A Notice of Taxes is mailed to each property owner on the assessment roll by November 1 of the assessment year. Taxes may be paid November 1 (year of assessment) through March 31 (following year of assessment) with the following applicable discounts:

<u>Month</u>	<u>Discount</u>
November	4%
December	3%
January	2%
February	1%
March	0%

- All unpaid taxes on real and tangible personal property become delinquent on April 1 of the year immediately following year of assessment.
 - A list of unpaid tangible personal property taxes and a list of unpaid real property taxes are advertised in April/May of the year immediately following year of assessment.
 - Tax certificates are sold on all real properties with unpaid real property taxes on June 1 (lien date) of the year immediately following the year of assessment.
- 6) Unearned Revenue – Unearned revenue presented on the government-wide and governmental fund financial statements represents revenue collected but not applicable to the current reporting period, primarily related to business tax receipts applicable to the City’s next fiscal year.
- 7) Deferred Outflows/Inflows of Resources – In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that is applicable to a future reporting period.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that is applicable to a future period.

- 8) Pensions – For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System Pension Plan (FRS) and Health Insurance Subsidy Program (HIS) and additions to/deductions from the FRS and HIS fiduciary net position have been determined on the same basis as they are reported by FRS and HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.
- 9) Compensated Absences - An accrual is made for accrued vacation leave in the government-wide financial statements. The amount accrued represents leave and unused "comp" leave that is expected to be paid in future years. Both vacation and unused "comp" leave are recorded as long-term liabilities in the government-wide financial statements.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

D. Assets, Liabilities, and Net Position or Equity – continued

Payment of paid time off leave balance upon separation or death - Upon successful completion of the new hire probationary period, employees in authorized, budgeted part-time or full-time positions will be eligible for payment of accumulated Paid Time Off in cases of separation from City employment in good standing (layoff, resignation with proper notice, retirement). An employee who separates with less than six months' service, or who is terminated during or at the conclusion of the probationary period, fails to provide proper notice of resignation, or is discharged for cause, is not eligible for payment of accumulated Paid Time Off, unless specifically authorized by the Mayor.

- 10) Estimates - The preparation of financial statements in accordance with the modified accrual or accrual basis of accounting described in the previous paragraphs, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets or liabilities at the date of the financial statements and the reported amounts of revenue and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

2. Reconciliation of Government-Wide and Fund Financial Statements

A. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position:

The governmental fund balance sheet includes reconciliation between fund balances – total governmental funds and net position of governmental activities as reported in the government-wide statement of net position. These mainly pertain to recording capital assets, net of accumulated depreciation, long-term obligations, as well as deferred outflows of resources and deferred inflows of resources, in the government-wide financial statements that are not recorded in the governmental fund financial statements.

B. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities:

The governmental fund statement of revenues, expenditures, and changes in fund balances includes reconciliation between the net change in fund balances – total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. These mainly pertain to recording depreciation, rather than capital outlay, the change in compensated absences, the net effect of transactions involving dispositions or other activity relating to capital assets, and the difference between pension contributions and pension expense.

3. Stewardship, Compliance, and Accountability

A. Budgets and Budgetary Accounting

The City Council employs the following procedures in establishing the budgetary data reflected in the financial statements:

- 1) Prior to September 30, the mayor submits to the City Council a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

A. Budgets and Budgetary Accounting - continued

- 2) Budget workshops are held and public hearings are conducted to obtain citizen comments.
- 3) Prior to October 1, the budget is legally enacted through passage of an ordinance.
- 4) Any transfers of budgeted amounts between departments within any fund, and any revisions that alter the total expenditures of any fund must be approved by the Council.
- 5) Formal budgetary integration is employed as a management control device during the year for all governmental funds that have a legally adopted budget.
- 6) Budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).
- 7) The legal level of budgetary control is the fund level. Administration control is maintained at the department level through integration with the accounting records. Appropriations lapse at the end of the year.

4. Cash and Cash Equivalents and Investments

Florida Statutes provide for risk sharing collateral pools by banks and savings and loan associations. These pools collateralize local government deposits with the participating depositories. The City's demand deposits, certificates of deposits, and money market accounts are placed in such authorized depositories. Demand deposits, certificates of deposit, and money market accounts are insured by federal depository insurance up to \$250,000 of the aggregate account balances for each entity. Amounts in excess of \$250,000 are fully insured by U.S. Government securities held in the Public Deposit Security Trust Fund maintained and monitored by the Treasurer of the State of Florida. The City's demand deposits and money market accounts are carried at cost that is equivalent to fair value.

Florida Statutes also authorize the City to invest in the State Board of Administration Fund (SBA). The SBA is an investment pool administered by the State of Florida. Investments held in the SBA consist of short-term federal agency obligations, treasury bills, repurchase agreements, and commercial paper. The City invests primarily in money market accounts and the SBA.

The SBA established the Florida PRIME whereby participants own a share of the pool and not the underlying securities.

The Florida PRIME (formerly known as Pool or Fund A) is an external investment pool that meets all of the necessary criteria to elect to measure all of the investments in the Florida PRIME at amortized cost. Therefore, the City's investment in Florida PRIME is reported at amortized cost. The fair value of the position in the pool is equal to the value of the pool's shares. The Florida PRIME is rated by Standard and Poor's and is currently rated AAAM. At September 30, 2018, the weighted average days to maturity (WAM) is 53 days, and the weighted average life (WAL) is 72 days. Next interest rate reset dates are used in the calculation of the WAM.

The Florida PRIME did not participate in a securities lending program in the year ended September 30, 2018, nor was it exposed to any foreign currency risk. The SBA provides separate financial statements for the Florida PRIME (unaudited) as of and for the period ending June 30, which can be obtained at www.sbafla.com/prime/home.aspx. It does not issue financial statements as of and for the period ending September 30.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

4. Cash and Cash Equivalents and Investments - continued

At September 30, 2018, there were no redemption fees or maximum transfer amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account balance. With regard to liquidity fees, the SBA has the authority to impose penalties for early withdrawal, but has not made any required disclosures relating to these fees. The SBA also has the authority to limit contributions or withdrawals for up to 48 hours in the event of an occurrence or event that has a material impact on the liquidity of the Florida PRIME. No such limitation took place during the year ended September 30, 2018.

As of September 30, 2018, financial instruments that potentially expose the City to concentration of credit risk, as defined by U.S. generally accepted accounting principles, consisted of cash and cash equivalent accounts in high quality financial institutions.

All of the City's deposits are insured by FDIC, a state depository insurance fund or a multiple financial institution collateral pool.

Cash and cash equivalents at September 30, 2018 consisted of the following:

	General Fund	Roads and Streets Fund	Total
Cash and cash equivalents:			
Demand deposits	\$ 819,244	23,827	843,071
Money market account	1,895,578	-	1,895,578
State Board of Administration - PRIME	38,190	2,299	40,489
Total cash and cash equivalents	<u>\$ 2,753,012</u>	<u>26,126</u>	<u>2,779,138</u>

5. Receivables

Receivables at September 30, 2018 consist of the following:

	General Fund	Roads and Streets Fund	Total
Receivables:			
Franchise fees and utility taxes	\$ 63,281		63,281
Solid waste	4,494		4,494
	<u>\$ 67,775</u>	<u>-</u>	<u>67,775</u>
Due from other governments:			
Taxes	53,025	8,097	61,122
Fines and forfeitures	5,632		5,632
Red light citations	8,582		8,582
FEMA reimbursement	-	32,801	32,801
Police education	333		333
	<u>\$ 67,572</u>	<u>40,898</u>	<u>108,470</u>

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

6. Capital Assets

Capital asset activity for the year ended September 30, 2018 was as follows:

	Balance at 9/30/17	Increases	Decreases	Balance at 9/30/18
Governmental activities:				
Land	\$ 284,796	-	-	284,796
Capital assets, not being depreciated	<u>284,796</u>	<u>-</u>	<u>-</u>	<u>284,796</u>
Capital assets, being depreciated:				
Building	565,823	20,436	-	586,259
Machinery and equipment	826,566	81,749	(100,835)	807,480
Infrastructure	3,787,790	-	-	3,787,790
Total capital assets being depreciated	<u>5,180,179</u>	<u>102,185</u>	<u>(100,835)</u>	<u>5,181,529</u>
Less accumulated depreciation:	<u>(2,579,268)</u>	<u>(226,048)</u>	<u>94,125</u>	<u>(2,711,191)</u>
Total capital assets, being depreciated, net	<u>2,600,911</u>	<u>(123,863)</u>	<u>(6,710)</u>	<u>2,470,338</u>
Governmental activities capital assets, net	<u>\$ 2,885,707</u>	<u>(123,863)</u>	<u>(6,710)</u>	<u>2,755,134</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	\$ 31,657
Public safety	85,201
Highways and streets	98,636
Physical environment	10,554
Total depreciation expense - governmental activities	<u>\$ 226,048</u>

7. Long-term Obligations

The following is the change reported in long-term obligations:

	Balance at 9/30/17	Additions	Reductions	Balance at 9/30/18
Compensated absences representing the long term portion of the General Fund's liability for accrued vacation leave	\$ 89,515	12,907	-	102,422
Net pension liability	<u>2,214,006</u>	<u>-</u>	<u>134,985</u>	<u>2,079,021</u>
Total	<u>\$ 2,303,521</u>	<u>12,907</u>	<u>134,985</u>	<u>2,181,443</u>

CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS

8. Commitments and Contingencies

- A. Litigation – During the ordinary course of its operations, the City is party to various claims, legal actions and complaints. Some of these matters are covered by the City's insurance program. While the ultimate effect of litigation cannot be ascertained at this time, management believes, based on the advice of legal counsel, that there will be no material effect on the City's financial position and/or that the City has sufficient insurance coverage to cover any claims.

- B. Risk management – The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Significant losses are covered through participation in a local government non-assessable self-insurance pool – Florida Municipal Insurance Trust. There have been no significant reductions in insurance coverage from the prior year. No settlements have exceeded the City's insurance coverage for each of the past three fiscal years.

- C. Grants – The federal and state financial assistance awards are subject to audit and adjustment by the grantor agencies. Such audits could result in a request for reimbursement for disallowed expenditures under the terms and conditions of the contract. The amount, if any, of expenditures which may be disallowed by the grantor agencies cannot be determined at this time although the City expects such amounts, if any, not to be material.

9. Fund Balances - GASB 54

In accordance with GASB 54, the City is required to report fund balance amounts in five classifications – non-spendable and the spendable categories of restricted, committed, assigned, and unassigned, as follows:

Non-spendable - includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual requirements.

Restricted - amounts that are constrained for specific purposes which are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments.

Committed - amounts that can only be used for specific purposes pursuant to constraints imposed by formal action by the City's highest level of decision-making authority. The City Council addresses these commitments through formal board action prior to the City's fiscal year end.

Assigned - amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Assignments can be made by the City Council.

Unassigned - includes residual positive fund balance within the General Fund which has not been classified within the other above mentioned categories. Unassigned fund balances may also include negative fund balances for any other governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The City uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this. Additionally, the City would first use committed, then assigned, and lastly unassigned amounts.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

9. Fund Balances - GASB 54 – continued

The changes in the components of fund balance in the General Fund are as follows:

	Balance at 9/30/17	Increases	Decreases	Balance at 9/30/18
Nonspendable:				
Inventories	\$ 2,103	-	-	2,103
Prepaid expenses	26,866	5,444	-	32,310
	<u>28,969</u>	<u>5,444</u>	<u>-</u>	<u>34,413</u>
Restricted:				
Police education	37,180	4,248	-	41,428
Law enforcement trust	10,477	250	(9,835)	892
Storm water	44,707	92	-	44,799
Fines and forfeitures	120,553	-	-	120,553
	<u>212,917</u>	<u>4,590</u>	<u>(9,835)</u>	<u>207,672</u>
Committed:				
Police impact fees	8,832	579	-	9,411
Fire and rescue impact fees	41,016	625	-	41,641
	<u>49,848</u>	<u>1,204</u>	<u>-</u>	<u>51,052</u>
Assigned:				
Market analysis	3,383	-	(3,383)	-
Donations	12,147	-	(12,147)	-
	<u>15,530</u>	<u>-</u>	<u>(15,530)</u>	<u>-</u>
Unassigned	2,638,520	3,383,408	(3,555,016)	2,466,912
Total fund balances	<u>\$ 2,945,784</u>	<u>3,394,646</u>	<u>(3,580,381)</u>	<u>2,760,049</u>

10. Operating Lease

The City leases a copier under a noncancellable operating lease that expires in November 2019. Lease expense for the year ended September 30, 2018 was \$1,787.

Future minimum rental commitments under the lease as of September 30, 2018 are as follows:

<u>Year ending September 30,</u>	<u>Amount</u>
2019	\$ 1,787
2020	<u>298</u>
Total	<u>\$ 2,085</u>

11. Pension Plans

Defined Benefit Plans

The City participated in two defined benefit pension plans that are administered by the State of Florida, Department of Management Services, Division of Retirement. The plans provide retirement, disability or death benefits to retirees or their designated beneficiaries. Chapter 121, Florida Statutes, establishes the authority for benefit provisions. Changes to the law can only occur through an act of the Florida Legislature. The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information for the plans. That report may be obtained by writing to the Division of Retirement, PO Box 9000, Tallahassee, Florida, 32315-9000 or by calling (850) 488-6491.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

11. Pension Plans - continued

The Florida Retirement System (FRS) Pension Plan is a cost-sharing, multiple-employer qualified defined benefit pension plan with a Deferred Retirement Option Program (DROP) available for eligible employees. The FRS was established and is administered in accordance with Chapter 121, Florida Statutes. The Florida Legislature establishes and amends the contribution requirements and benefit terms of the FRS Pension Plan. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state community college, or district school board, unless restricted from FRS membership under Sections 121.053 and 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation by cities, municipalities, special districts, charter schools and metropolitan planning organizations is optional.

The Retiree Health Insurance Subsidy (HIS) Program is a cost-sharing, multiple employer defined benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The Florida Legislature establishes and amends the contribution requirements and benefit terms of the HIS Program. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. To be eligible to receive an HIS benefit, a retiree under one of the state administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Benefits Provided

FRS members are eligible for retirement after vesting, which occurs at 6 years (8 years after July 1, 2011) of creditable service for regular members. Normal retirement age is attained at the earlier of 30 years of creditable service regardless of age or retirement at age 62 with at least 6 years of creditable service. Early retirement may be taken anytime; however, there is a 5 percent benefit reduction for each year prior to normal retirement age. Members are also eligible for in-line-of-duty or regular disability benefits if permanently disabled and unable to work. Benefits are computed on the basis of age, average final compensation and service credit.

Eligible retirees and beneficiaries receive monthly HIS payments equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to Section 112.363, Florida Statutes.

Contributions

The City is required to contribute at an actuarially determined rate. The contribution requirements of plan members and the City are established and may be amended by the Florida Legislature. Employees are required to contribute 3% of their salary to the FRS. The City's contribution rates as of September 30, 2018, were as follows:

	<u>FRS</u>	<u>HIS</u>	<u>Total</u>
Regular Employees	6.26-6.60%	1.66%	7.92-8.26%
Special Risk Employees	21.61-22.84%	1.66%	23.27-24.50%
DROP Employees	11.60-12.37%	1.66%	13.26-14.03%

The City's contributions for the year ended September 30, 2018 were \$194,227 to the FRS and \$18,998 to the HIS for a total of \$213,225.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

11. Pension Plans - continued

Pension Liabilities and Pension Expense

At September 30, 2018, the City reported a liability for its proportionate shares of the net pension liability. The net pension liability for the FRS Pension Plan was measured as of July 1, 2018 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation dated July 1, 2018. The HIS program valuation is updated biannually and the most recent actuarial valuation was prepared as of July 1, 2018. The City's proportions of the net pension liabilities were based on the City's share of contributions to the pension plans relative to the contributions of all participating entities, actuarially determined.

	<u>FRS</u>	<u>HIS</u>	<u>Total</u>
Net pension liability at September 30, 2018	\$ 1,717,322	361,699	2,079,021
Proportion at:			
June 30, 2017	0.00006190058	0.00003582227	
June 30, 2018	0.00005701501	0.00003417376	
Pension expense (benefit), year ended			
September 30, 2018	\$ 306,665	29,290	335,955

Deferred Outflows/Inflows of Resources Related to Pensions

At September 30, 2018, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>FRS</u>		<u>HIS</u>	
	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 145,483	(5,280)	5,537	(615)
Changes of assumptions	561,137	-	40,225	(38,242)
Net difference between projected and actual earnings on pension plan investments	-	(132,684)	218	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	80,120	(103,441)	21,182	(14,895)
City contributions subsequent to the measurement date	46,788	-	5,080	-
Total	\$ 833,528	(241,405)	72,242	(53,752)

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

11. Pension Plans - continued

Deferred outflows of resources related to employer contributions paid subsequent to the measurement date and prior to the employer's fiscal year end will be recognized as a reduction of the net pension liability in the reporting period ending September 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension expense will be recognized as follows:

Year ending September 30,	FRS		HIS	
		<u>Expense</u>		<u>Expense</u>
2019	\$	211,274		9,368
2020		144,203		9,335
2021		20,102		6,535
2022		96,015		1,466
2023		64,194		(9,115)
Thereafter		<u>9,547</u>		<u>(4,179)</u>
Total	\$	<u>545,335</u>		<u>13,410</u>

Actuarial Assumptions

The total pension liability for each of the defined benefit plans was determined by an actuarial valuation as of July 1, 2018, using the individual entry age normal actuarial cost method and the following significant actuarial assumptions:

	<u>FRS</u>	<u>HIS</u>
Inflation	2.60%	2.60%
Payroll growth	3.25%	3.25%
Investment rate of return	7.00%	N/A

Mortality assumptions for both plans were based on the Generational RP-2000 with Projections Scale BB tables.

Actuarial assumptions for both cost-sharing defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS Pension Plan has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent actuarial valuation for the HIS Program was July 1, 2018. The most recent experience study for the FRS Pension Plan was completed in 2014 for the period July 1, 2008, through June 30, 2013. Because the HIS Program is funded on a pay-as-you-go basis, no experience study has been completed for this program. The actuarial assumptions that determined the total pension liability for the HIS Program were based on certain results of the most recent experience study for the FRS Pension Plan.

The following changes in actuarial assumptions occurred in 2018:

FRS: The long-term expected investment rate of return decreased from 7.10% to 7.00%.

HIS: The municipal rate used to determine the total pension liability increased from 3.58% to 3.87%.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

11. Pension Plans - continued

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2018 the FRS Actuarial Assumptions Conference reviewed long-term assumptions developed by both the FRS actuary's capital market assumptions team and by a capital market assumptions team from consultants to the State Board of Administration. The table below summarizes the key assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes below.

The long-term expected investment rate of return was not based on historical returns, but instead was based on a forward-looking capital market economic model. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. For the FRS Pension Plan, the reduced investment return assumption of 7.00% was adopted by the Florida Retirement System Actuarial Assumption Conference.

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return
Cash	1%	2.9%	2.9%
Fixed income	18%	4.4%	4.3%
Global equity	54%	7.6%	6.3%
Real estate (property)	11%	6.6%	6.0%
Private equity	10%	10.7%	7.8%
Strategic investments	6%	6.0%	5.7%
	<u>100%</u>		
Assumed inflation rate			2.6%

Discount rate

The discount rate used to measure the total pension liability for FRS was 7.00%. FRS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Because the HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 3.87% was used to determine the total pension liability for the program. The Bond Buyer General Obligation Bond 20-Bond Municipal Bond Index was used as the applicable municipal bond index.

Sensitivity Analysis

The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the City's proportionate share of the net pension liability if the discount rate was 1% higher or 1% lower than the current discount rate.

**CITY OF EDGEWOOD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

11. Pension Plans - continued

	FRS			HIS		
	Current Discount			Current Discount		
	1% Decrease (6.00%)	Rate (7.00%)	1% Increase (8.00%)	1% Decrease (2.87%)	Rate (3.87%)	1% Increase (4.87%)
City's proportionate share of the net pension liability	\$3,134,184	\$1,717,322	\$ 540,534	\$ 411,944	\$ 361,699	\$ 319,808

Pension Plans' Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the State's separately issued financial reports.

Payables to the Pension Plans

As of September 30, 2018, the City did not have an outstanding payable to the plans for regular employee and employer contributions that were legally required to be paid to the plans but not remitted prior to the end of the year.

12. Interfund Transfer

Transfers are used to move funds from the General Fund to the Roads and Streets Fund to finance various major maintenance and capital improvement projects.

13. Subsequent Events

Management has evaluated subsequent events through March 12, 2019, the date which the financial statements were available to be issued.

14. New Accounting Standards

The Governmental Accounting Standards Board (GASB) issued several pronouncements that are effective for these financial statements. These are:

- GASB Statement 75 - Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions
- GASB Statement 81 - Irrevocable Split – Interest Agreements
- GASB Statement 82 - Pension Issues
- GASB Statement 85 - Omnibus 2017
- GASB Statement 86 - Certain Debt Extinguishment Issues

The City has reviewed each statement and determined that none of these pronouncements have any discernable impact on these financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

Budgetary Comparison Schedules

- General Fund
- Roads and Streets Fund

CITY OF EDGEWOOD, FLORIDA
General Fund
Budgetary Comparison Schedule
For the year ended September 30, 2018

	Budgeted amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Taxes:				
Ad valorem taxes	\$ 1,523,627	1,534,627	1,535,842	1,215
Franchise and utility taxes	524,500	597,500	611,497	13,997
Local communications services tax	101,650	101,650	97,614	(4,036)
Total taxes	<u>2,149,777</u>	<u>2,233,777</u>	<u>2,244,953</u>	<u>11,176</u>
Licenses and permits:				
Regulatory licenses	36,000	36,000	34,889	(1,111)
Building, electrical and sign permits	28,450	28,450	38,701	10,251
Total licenses and permits	<u>64,450</u>	<u>64,450</u>	<u>73,590</u>	<u>9,140</u>
Intergovernmental revenues:				
State revenue sharing	63,799	124,799	95,548	(29,251)
Alcohol beverage licenses	1,200	1,200	1,657	457
Half-cent government sales tax	427,752	427,752	443,335	15,583
Grants	-	-	5,049	5,049
Other	1,500	1,500	1,926	426
Total intergovernmental revenues	<u>494,251</u>	<u>555,251</u>	<u>547,515</u>	<u>(7,736)</u>
Charges for services:				
Solid waste collection	292,258	292,258	294,930	2,672
Other	60,000	60,000	69,393	9,393
Total charges for services	<u>352,258</u>	<u>352,258</u>	<u>364,323</u>	<u>12,065</u>
Fines and forfeitures:				
Court fines	102,477	102,477	70,381	(32,096)
Red light citations	97,000	97,000	46,008	(50,992)
Code enforcement/parking fines	2,500	2,500	4,184	1,684
Total licenses and permits	<u>201,977</u>	<u>201,977</u>	<u>120,573</u>	<u>(81,404)</u>
Investment earnings	9,543	9,543	13,838	4,295
Impact fees	-	-	1,994	1,994
Miscellaneous	9,500	9,500	27,860	18,360
Total revenues	<u>\$ 3,281,756</u>	<u>3,426,756</u>	<u>3,394,646</u>	<u>(32,110)</u>

(Continued)

CITY OF EDGEWOOD, FLORIDA
General Fund
Budgetary Comparison Schedule
For the year ended September 30, 2018

	Budgeted amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
Expenditures:				
General government:				
Financial and Administrative:				
Personal services	\$ 293,873	293,873	273,818	20,055
Operating expenditures	209,350	209,350	184,495	24,855
Capital outlay	33,000	33,000	47,484	(14,484)
Legal counsel	69,500	69,500	87,842	(18,342)
Comprehensive planning	35,000	35,000	91,141	(56,141)
Other general government	71,713	81,713	37,906	43,807
Total general government	<u>712,436</u>	<u>722,436</u>	<u>722,686</u>	<u>(250)</u>
Public safety:				
Law enforcement:				
Personal services	1,536,400	1,508,900	1,526,237	(17,337)
Operating expenditures	353,543	323,543	285,700	37,843
Capital outlay	7,500	55,000	54,701	299
Total law enforcement	<u>1,897,443</u>	<u>1,887,443</u>	<u>1,866,638</u>	<u>20,805</u>
Fire protection	627,239	627,239	624,554	2,685
Total public safety	<u>2,524,682</u>	<u>2,514,682</u>	<u>2,491,192</u>	<u>23,490</u>
Physical environment:				
Operating expenditures	<u>257,798</u>	<u>265,798</u>	<u>266,503</u>	<u>(705)</u>
Total expenditures	<u>3,494,916</u>	<u>3,502,916</u>	<u>3,480,381</u>	<u>22,535</u>
Deficiency of revenues over expenditures before transfers	(213,160)	(76,160)	(85,735)	(9,575)
Transfer out	<u>-</u>	<u>(145,000)</u>	<u>(100,000)</u>	<u>45,000</u>
Excess (deficiency) of revenues over expenditures	(213,160)	(221,160)	(185,735)	35,425
Fund balance				
Beginning of year	<u>2,945,784</u>	<u>2,945,784</u>	<u>2,945,784</u>	<u>-</u>
End of year	<u>\$ 2,732,624</u>	<u>2,724,624</u>	<u>2,760,049</u>	<u>35,425</u>

CITY OF EDGEWOOD, FLORIDA
Roads and Streets - Special Revenue Fund
Budgetary Comparison Schedule
For the year ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget- Positive (Negative)
	Original	Final		
Revenues				
Taxes				
Local option gas tax	\$ 88,885	88,885	93,002	4,117
Intergovernmental:				
State revenue sharing, fuel tax	-	-	29,515	29,515
Total intergovernmental	<u>88,885</u>	<u>88,885</u>	<u>122,517</u>	<u>33,632</u>
Other revenues:				
Investment earnings	15	15	43	28
Impact fees	-	-	6,225	6,225
Hurricane relief	-	32,000	32,801	801
FDOT reimbursement	27,917	27,917	27,938	21
Total revenues	<u>116,817</u>	<u>148,817</u>	<u>189,524</u>	<u>40,707</u>
Expenditures				
Current:				
Highways and streets				
Operating expenditures				
Streets and road maintenance	187,750	356,750	353,553	3,197
Utilities	47,500	47,500	44,639	2,861
Total expenditures	<u>235,250</u>	<u>404,250</u>	<u>398,192</u>	<u>6,058</u>
Excess (deficiency) of revenues over expenditures before transfer	(118,433)	(255,433)	(208,668)	46,765
Transfer in	-	145,000	100,000	(45,000)
Excess (deficiency) of revenues over expenditures	(118,433)	(110,433)	(108,668)	1,765
Fund balance				
Beginning of year	<u>170,409</u>	<u>170,409</u>	<u>170,409</u>	<u>-</u>
End of year	<u>\$ 51,976</u>	<u>59,976</u>	<u>61,741</u>	<u>1,765</u>

CITY OF EDGEWOOD, FLORIDA
Notes to Required Supplementary Information
September 30, 2018

1. Summary of Significant Budget Policies

The City Council annually adopts a budget for the General Fund and Roads and Streets Fund. All appropriations are legally controlled at the fund level.

The budgets are integrated into the accounting system, and the budgetary data, as presented in the financial statements for all funds with annual budgets, compare the expenditures with the budget. All budgets are presented on the modified accrual basis of accounting. Accordingly, the accompanying Budgetary Comparison Schedules for the General Fund and Roads and Streets Fund present actual expenditures in accordance with U.S. generally accepted accounting principles on a basis consistent with the legally adopted budget. Unexpended appropriations on annual budgets lapse at the end of each fiscal year. See Note 3 to the financial statements for additional information.

CITY OF EDGEWOOD, FLORIDA
Schedule of Proportionate Share of Net Pension Liability

Florida Retirement System					
Last Ten Fiscal Years*					
	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
City's proportion of the net pension liability	0.005701501%	0.006190058%	0.006150802%	0.005222203%	0.005108970%
City's proportionate share of the net pension liability	\$ 1,717,322	1,830,978	1,553,082	674,518	311,722
City's covered-employee payroll	\$ 1,161,110	1,117,456	1,091,698	1,037,212	976,023
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	147.90%	163.85%	142.26%	65.03%	31.94%
Plan fiduciary net position as a percentage of the total pension liability	84.26%	83.89%	84.88%	92.00%	96.09%

Health Insurance Subsidy Program					
Last Ten Fiscal Years*					
	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
City's proportion of the net pension liability	0.003417376%	0.003582227%	0.003499923%	0.003250538%	0.003263377%
City's proportionate share of the net pension liability	\$ 361,699	383,028	407,902	331,504	305,134
City's covered-employee payroll	\$ 1,161,110	1,117,456	1,091,698	1,037,212	976,023
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	31.15%	34.28%	37.36%	31.96%	31.26%
Plan fiduciary net position as a percentage of the total pension liability	2.15%	1.64%	0.97%	0.50%	0.99%

Data prior to 2014 is unavailable

** The amounts presented for each fiscal year were determined as of 6/30*

**CITY OF EDGEWOOD, FLORIDA
Schedule of Pension Contributions**

**Florida Retirement System
Last Ten Fiscal Years***

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contributions	\$ 194,227	172,477	165,261	148,284	131,513
Contributions in relation to the contractually required contribution	<u>(194,227)</u>	<u>(172,477)</u>	<u>(165,261)</u>	<u>(148,284)</u>	<u>(131,513)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered-employee payroll	\$ 1,161,110	1,117,456	1,091,698	1,037,212	976,023
Contributions as a percentage of covered-employee payroll	16.73%	15.43%	15.14%	14.30%	13.47%

**Health Insurance Subsidy Program
Last Ten Fiscal Years***

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contributions	\$ 18,998	18,621	18,040	14,133	12,906
Contributions in relation to the contractually required contribution	<u>(18,998)</u>	<u>(18,621)</u>	<u>(18,040)</u>	<u>(14,133)</u>	<u>(12,906)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered-employee payroll	\$ 1,161,110	1,117,456	1,091,698	1,037,212	976,023
Contributions as a percentage of covered-employee payroll	1.64%	1.67%	1.65%	1.36%	1.32%

Data prior to 2014 is unavailable

** The amounts presented for each fiscal year were determined as of 6/30*

STATUTORY SECTION

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SUITE 200
ORLANDO, FLORIDA 32803

(407) 894-6803
(407) 896-3044 Fax

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
ASSOCIATION OF
CERTIFIED FRAUD EXAMINERS

DAVID S. HOLLAND, CPA
THOMAS F. REILLY, CPA

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and City Council
City of Edgewood, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund, of the City of Edgewood, Florida, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 12, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matter that is required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 12, 2019
Orlando, Florida

Holland & Reilly

HOLLAND & REILLY

CERTIFIED PUBLIC ACCOUNTANTS
601 NORTH FERN CREEK
SUITE 200
ORLANDO, FLORIDA 32803

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THOMAS F. REILLY, CPA

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH FLORIDA STATUTES 218.415 – INVESTMENTS OF PUBLIC FUNDS

Honorable Mayor and City Council
City of Edgewood, FL

We have examined the City of Edgewood's (the City) compliance with Section 218.415, Florida Statutes during the fiscal year ended September 30, 2018. City management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City of Edgewood complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2018.

This report is intended solely for the information and use of the Florida Auditor General, management, and the City Council of the City of Edgewood, and is not intended to be and should not be used by anyone other than these specified parties.

Holland & Reilly

March 12, 2019
Orlando, Florida

**AUDITORS' COMMENTS – CURRENT YEAR
(MANAGEMENT LETTER)**

NONE

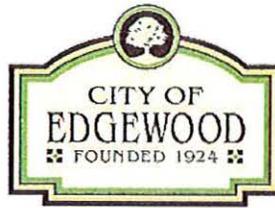
STATUS OF PRIOR YEARS' COMMENTS

NONE

OTHER MATTERS REQUIRED BY THE RULES OF THE AUDITOR GENERAL

In accordance with the Rules of the Auditor General of the State of Florida, the following is noted:

1. The City was established by Special Acts of 1923 of the State of Florida, Chapter 9764.
2. The auditors applied financial condition assessment procedures per Auditor General Rule 10.556(8). It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by the same.
3. Based on our audit procedures performed, we determined that the City did not meet any of the conditions described in Florida Statutes Section 218.503 (1).



CITY COUNCIL MEETING MINUTES
Tuesday, February 19 , 2019

CALL TO ORDER

Council President Dowless called the February 19, 2019 City Council meeting to order at 6:30 p.m. Deputy City Clerk Riffle gave the invocation and Council President Dowless led everyone in the Pledge of Allegiance.

City Clerk Meeks announced there was a quorum however, Mayor Bagshaw and Council Member Chotas were not in attendance. City Clerk Meeks asked for a Motion to excuse Council Member Chotas' absence.

Council Member Horn made the Motion to excuse the absence of Council Member Chotas; Second by Council President Dowless. Approved (4/0).

The following attendance is noted:

Attendees:

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

Absent:

Ray Bagshaw, Mayor
Lee Chotas, Council Member

Staff:

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

PRESENTATION

1. Police Chief John Freeburg

Chief Freeburg recognized and congratulated Officer Amy Schlopy as the Officer of the year. Chief Freeburg said that Officer Schlopy was selected by the Sergeants. Chief Freeburg provided a history of her service with the Edgewood Police Department.

CONSENT AGENDA

1. Review and Approval of Minutes

- January 15, 2019 Minutes

Council Member Fortini made the Motion to approve the minutes as presented; Second by Council Member Horn. Approved (4/0).

ORDINANCES

None.

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

1. **ORDINANCE 2018-13** - AN ORDINANCE BY THE CITY OF EDGEWOOD AMENDING THE CITY OF EDGEWOOD CODE OF ORDINANCES CHAPTER 106 TO MAKE MODIFICATIONS TO BRING THE REGULATIONS INTO AGREEMENT WITH THE MOST CURRENT FEMA-APPROVED, CODE-COMPANION FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES; TO ADOPT NEW FLOOD HAZARD MAPS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith gave the second/final reading of Ordinance 2019-13 in title only.

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

Council President Dowless made the Motion to approve the second/final reading of Ordinance 2018-13; second by Council Member Fortini.

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

<i>Council Member Pierce</i>	<i>- Yes</i>
<i>Council Member Horn</i>	<i>- Yes</i>
<i>Council President Dowless</i>	<i>- Yes</i>
<i>Council Member Pierce -</i>	<i>- Yes</i>
<i>Council Member Chotas</i>	<i>- Absent</i>

2. **ORDINANCE 2018-16** - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA, ADOPTING THE 2018/2019 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith gave the second/final reading of Ordinance 2019-16 in title only.

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

Council Member Horn made the Motion to approve the second/final reading of Ordinance 2018-16; second by Council Member Fortini.

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

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

UNFINISHED BUSINESS

1. Planning & Zoning Board Appointment/Reappointment – Mayor Bagshaw
 - a. Recommendation/Approval for appointment of Ryan Santurri
 - b. Recommendation/Approval for re-appointment of David Gragg

City Clerk Meeks reported on Mayor Bagshaw’s recommendation for Ryan Santurri’s appointment to the Planning & Zoning Board, and recommendation to re-appoint Board Member David Gragg.

Council Member Pierce made the Motion to approve Mayor Bagshaw’s recommendations as presented; Second by Council President Dowless. Approved (4/0).

NEW BUSINESS

None.

GENERAL INFORMATION

None.

CITIZEN COMMENTS

Les Slesnick 1230 Waterwitch Cove, expressed his concerns about the completed realignment on Gatlin/Orange Avenue. Council President Dowless said it has been brought to the Department of Transportation’s (DOT) attention in MetroPlan meetings. Council President Dowless explained what DOT has planned for Orange Avenue; however, it does not include any realignment plan.

Chief Freeburg reported on a study DOT said they are doing; however, the City does not have the report yet. Chief Freeburg said he cannot explain the backup on Gatlin. Mr. Slesnick said northbound traffic light is green too long and allows traffic to stack up. He said the westbound traffic on Gatlin wants to get into the left turn lane on Holden and so cars block trying to get through the light. Mr. Slesnick said “too bad there wasn’t another lane added”.

BOARDS & COMMITTEES

1. Waterfront, 4201 S. Orange Avenue – Variance Request

Planner Hargrove provided her report for Waterfront’s two requests for:

- (1) Variances 2018-07- Parking with road buffer width with the following conditions:

- A wall shall be constructed along the perimeter of the parking lot within the parking/road buffer.
- The height of the wall shall be 4 feet above the road grade, opaque, and with a brick façade facing Orange Avenue.
- Brick columns spaced at a maximum of 20 feet on center shall be incorporated into the wall design, with the maximum height of the columns being 4 feet 9 inches.
- The location of the wall shall meet the standards outlined in the most current FDOT Florida Green Book.
- The pedestrian access sidewalk through the wall, connecting to the public sidewalk, shall be ADA compliant.
- The understory/small trees in the buffer as required by Code shall be a minimum of seven feet in height and have at least a three-inch caliper at planting.
- The shrubs shall be at least 24 inches high at planting of a species capable of growing to 36 inches in height within 18 months, and spaced to achieve a continuous hedge at maturity. The minimum height that the hedge shall be maintained is 36 inches, with the maximum equal to the height of the wall.
- In addition to the required hedge and trees, low-maintenance, drought tolerant ground cover shall be used for buffer areas without hedges and trees or pavement.

(2) Variance 2018-09 - Setback from Normal High Water Elevation with the following conditions:

- Any runoff caused by onsite development must be captured and treated by the onsite stormwater management system.
- The site plan must show an additional layer of lake protection, such as curbing the parking lot along its north and east sides.
- The applicant must present a plan to prevent patron trash and debris from getting into the lake.

Planner Hardgrove said in their January 14, 2019 Planning & Zoning Board meeting, P&Z recommended approval of the variances with conditions. The applicants said they agree with the conditions. Planner Hardgrove confirmed for Council Member Fortini that parking spaces will increase from 12 spaces to 42 spaces. Planner Hardgrove said the site plan has not been approved yet so the parking is a conceptual and not an approved site plan.

Ryan Davis spoke on behalf of The Waterfront and said the reason for the expansion is to bring in sewer lines. Mr. Davis noted a lot of what they are doing is for curb appeal. City attorney Smith said the request for Variance 2018-08 was withdrawn because P&Z determined that The Waterfront should be able to do what they wanted, and the request for Variance 2018-10 was tabled. Mr. Davis confirmed for Council Member Fortini that signage will be moved and brought up to Code.

There were no public comments for either variance request.

Council Member Horn made the Motion to approve Variance 2018-07, with the conditions as presented; Second by Council Member Fortini.

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

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

Council President Dowless made the Motion to approve Variance 2018-08, with the conditions as presented; Second by Council Member Horn.

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

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

In response to Ryan Davis, Planner Hardgrove explained the next steps. She said staff is waiting for The Waterfront to come back with a parking plan.

Council Member Horn asked Mr. Davis about the Uber ridership, which he said may determine the parking need.

STAFF REPORTS

Police Chief Freeburg:

- **Monthly Report**

Chief Freeburg referred to his monthly report and noted the mock accreditation. He said his department did well and feels the April onsite accreditation should be good.

City Attorney Smith:

City Attorney Smith confirmed that the settlement agreement for the ADA lawsuit has been signed by the Plaintiff.

City Clerk Meeks:

City Clerk Meeks reported on the following:

- Reported on status of quiet zones.
- Reported on status of audit; confirming report will be presented in March Council meeting.
- Reminded Council President Dowless and Council Member Horn that their oaths of office will be given in the March meeting. She confirmed both will draw straws to determine their term in Office.
- Confirmed that the Fiscal Year 19/20 budget calendar almost completed.

MAYOR & COUNCIL REPORTS

Mayor Bagshaw -

Absent.

Council President Dowless –

Council President Dowless referred to DOT’s priority list. He explained that money is not available yet and will have to be done in stages. He said the City remains on the list even without the funding. Council President Dowless said the City is in the top 10 for funding.

Council Member Chotas –

Absent.

Council Member Fortini –

No report.

Council Member Horn –

No report.

Council Member Pierce:

No report.

ADJOURNMENT

Having no further business or discussion, Council Member Horn made a Motion to adjourn; Second by Council President Dowless. The City Council meeting adjourned at 7:30 p.m.

John Dowless
Council President

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

Approved on

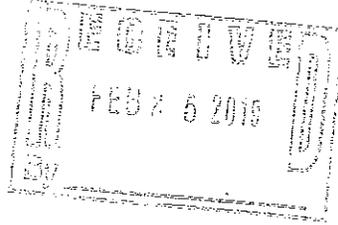


Sheriff John W. Mina

ORANGE COUNTY SHERIFF'S OFFICE

February 15, 2019

John T. Freeburg
Chief of Police
Edgewood Police Department
5565 South Orange Avenue
Edgewood, FL 32809



Dear Chief Freeburg:

Enclosed please find a mutual aid agreement for review and signature. You will note it updates the previous agreement in place between the parties by including Sheriff John W. Mina's signature.

I have enclosed two originals. Please sign both and return one to me at the address listed below.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

SHERIFF JOHN W. MINA

Katie Miller
Legal Services Coordinator
2500 West Colonial Drive
Orlando, FL 32804
407-254-7170

JWM/km

Enclosures



MUTUAL AID AGREEMENTS

SUNRAIL

EFFECTIVE THROUGH DECEMBER 31, 2020

**SUNRAIL
COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT 2019**

WITNESSETH

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

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

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

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

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

Whereas, the parties are located along the SunRail line.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

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

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

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

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

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

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

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

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

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

1. The identity of the complainant.

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

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

SECTION V: LIABILITY

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

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

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

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

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

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

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

SECTION VII: TERM

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

SECTION VIII: CANCELLATION

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

SECTION IX: RELATION TO OTHER AGREEMENTS

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

SECTION X: MISCELLANEOUS PROVISIONS

A. Policy and Training

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

B. Forfeiture Litigation

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

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

C. Powers

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

D. Law Enforcement Related Off-Duty Employment

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

E. Damages

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

F. Conflicts with Florida Mutual Aid Act

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

G. Amendments

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

H. Governing Law

This Agreement shall be construed in accordance with Florida law.

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

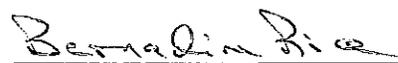
SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA



John W. Mina
as Sheriff of Orange County, Florida

Date: 2/14/19

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS 13th DAY OF February 2019.



General Counsel

EDGEWOOD POLICE DEPARTMENT

John T. Freeburg
Chief of Police

Date: _____

APPROVED:
CITY OF EDGEWOOD, FLORIDA

ATTEST: _____

City Clerk

John Dowless
Acting Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY
OF EDGEWOOD, FLORIDA,
AT A MEETING HELD ON

UNDER AGENDA NO. _____.

FOR USE AND RELIANCE ONLY BY
THE CITY OF EDGEWOOD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2019.

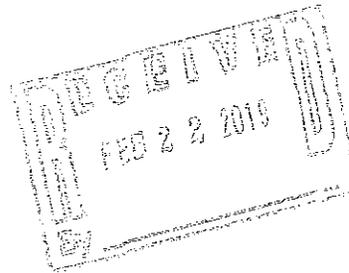
City Attorney



Sheriff John W. Mina
ORANGE COUNTY SHERIFF'S OFFICE

February 11, 2019

John T. Freeburg
Chief of Police
Edgewood Police Department
5565 South Orange Avenue
Edgewood, FL 32809



Dear Chief Freeburg:

Enclosed please find a mutual aid agreement for review and signature. You will note it updates the previous agreement in place between the parties by including Sheriff John W. Mina's signature.

I have enclosed two originals. Please sign both and return one to me at the address listed below.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

SHERIFF JOHN W. MINA

Katie Miller
Legal Services Coordinator
2500 West Colonial Drive
Orlando, FL 32804
407-254-7170

JWM/km

Enclosures



MUTUAL AID AGREEMENTS

COMBINED ORANGE COUNTY CITIES

EFFECTIVE THROUGH DECEMBER 31, 2020

**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT 2019**

WITNESSETH

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

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

Whereas, the Sheriff of Orange County, Florida ("OCSO"), and the City of Edgewood, Florida ("City"), have the authority under Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which:

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

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

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

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the parties hereby approve and enter into this Agreement whereby each party may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

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

B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Written requests directed to the OCSO via U.S. Mail shall be addressed to P.O. Box 1440, Orlando, Florida 32802-1440. Written requests directed to the City of Edgewood, Florida via U.S. Mail shall be addressed to Chief of Police, Edgewood Police Department, 5565 South Orange Avenue, Orlando, Florida, 32809. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

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

D. Neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid herein. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

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

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

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

H. In each of the following circumstances constituting a law enforcement emergency, the OCSO shall be deemed to have requested the operational assistance of the other party to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the City police officer shall notify the OCSO as soon as practicable. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

1. A City police officer in the unincorporated county witnesses a forcible felony, as defined by Florida Statute 776.08, or other crime of violence against a person.

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

I. A City police officer who takes law enforcement action outside the City pursuant to this Agreement shall notify the OCSO and take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

J. Except as specifically authorized in Section III(H) herein, City police officers are not empowered under this Agreement to take law enforcement action in areas of Orange County that are outside the City limits without specifically contacting the OCSO in advance for permission. The decision of the Sheriff or designee in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

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

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

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

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

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

SECTION V: LIABILITY

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

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

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

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

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

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

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

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2020. If they so agree

in writing, the Sheriff and Chief of Police may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: CANCELLATION

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

SECTION IX: RELATION TO OTHER AGREEMENTS

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

SECTION X: MISCELLANEOUS PROVISIONS

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

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

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

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

D. **Law Enforcement Related Off-Duty Employment:** This Agreement does not grant law enforcement powers to City police officers for purposes of law enforcement related off-duty employment.

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

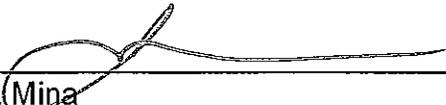
F. **Conflicts with Florida Mutual Aid Act:** In the event of a conflict between the provisions of this Agreement and Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

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

H. **Governing Law and Venue:** This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.

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

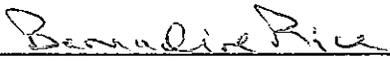
SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA



John W. Mina
as Sheriff of Orange County, Florida

Date: 2-14-19

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS 13th DAY OF February 2019.



General Counsel

EDGEWOOD POLICE DEPARTMENT

John T. Freeburg
Chief of Police

Date: _____

**APPROVED:
CITY OF EDGEWOOD, FLORIDA**

ATTEST: _____

City Clerk

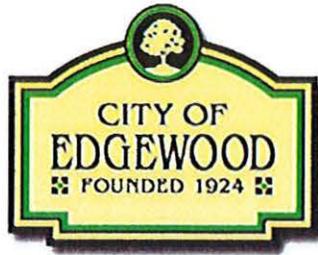
John Dowless
Acting Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY
OF EDGEWOOD, FLORIDA,
AT A MEETING HELD ON

UNDER AGENDA NO. _____.

FOR USE AND RELIANCE ONLY BY
THE CITY OF EDGEWOOD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____ 2019.

City Attorney



TO: City Council
CC: Bea Meeks, City Clerk
FROM: Sandy Riffle, Deputy City Clerk
Date: March 12, 2019
SUBJECT: Ordinance 2019-01

The Planning and Zoning Board met on March 11, 2019 to consider Ordinance 2019-01:

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

Board Member Gragg made the motion to recommend approval of Ordinance 2019-01; Second by Board Member Trivedi. Motion passed (5/0).

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ORDINANCE NO. 2019-01

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

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

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

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

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

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

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

101-2 Definitions.

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

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

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

- 50
- 51 (i) Comprehensive plan amendment
 - 52 (ii) Concurrency determination
 - 53 (iii) Development agreement, formulation and review
 - 54 (iv) Development of regional impact
 - 55 (v) Final subdivision plat, including any revisions to a previously approved or
56 existing subdivision or plat
 - 57 (vi) Planned unit development
 - 58 (vii) Preliminary subdivision plat
 - 59 (viii) Rezoning (with or without a comprehensive plan amendment)
 - 60 (ix) Variance Application
 - 61 (x) Site plan review
 - 62 (xi) Special Exception Application
 - 63 (xii) Boat dock applications
 - 64 (xiii) Sign permit applications
 - 65 (xiv) Applications for waivers from the Edgewood Central District standards.

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

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

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

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

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

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

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

93

Edgewood Police Department

City Council Report

	February	March
Residential Burglaries	0	1
Commercial Burglaries	3	0
Auto Burglaries	1	1
Theft	3	3
Assault/Battery	1	1
Sexual Battery	0	0
Homicides	0	0
Robbery	0	0
Traffic Accident	11	17
Traffic Citations	200	194
Red Light Citations	548	652
Traffic Warnings	252	271
Felony Arrests	7	1
Misdemeanor Arrests	7	4
Warrant Arrests	1	2
Traffic Arrests	4	3
DUI Arrests	1	0

Department Highlights:

- This month the Edgewood Police Department has been involved in the Click it or Ticket campaign.
- On February 18, 2019 previous Chief of Police Walter Hutto for the City of Edgewood Passed away. Chief Walter Hutto served the City of Edgewood from 1975 to 1993. In honor of Chief Hutto the Edgewood Police Department honor guard and the Chief of Police took part in his service.
- On February 8th the Chief and Mayor attended a meeting with State Senator Linda Stewart regarding Law Enforcement state funding initiatives.
- The Edgewood Police department is preparing for two upcoming events in the near future. The LEO Torch Run will be taking place April 9th. The on-site Accreditation team will be here from April 16-19.
- Edgewood Police Department was approved for the JAG Grant. The city will received \$10,000 from FDLE. The only portion we have to fund locally is the \$1,600 overage. We will be using the monies for a portable electric message board.

If you have any additional questions

Contact Chief John Freeburg

jfreeburg@edgewood-fl.gov

Cell phone: 407-467-2433