



# CITY COUNCIL MEETING

City Hall – Council Chamber  
405 Bagshaw Way, Edgewood, Florida  
Tuesday, March 18, 2025 at 6:30 PM

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## AGENDA

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**Welcome!** We are very glad you have joined us for today’s Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however, **a five (5) 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, INVOCATION, & PLEDGE OF ALLEGIANCE

### B. ROLL CALL & DETERMINATION OF QUORUM

### C. ORGANIZATIONAL MEETING

1. Administer Oath of Office
2. Election of Council President and Pro-Tem
3. Councilmember Responsibility Designations

### D. CONSENT AGENDA

*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.*

1. February 18, 2025 City Council Meeting Minutes
2. MOU - Taskforce Model to assist Immigration and Custom Enforcement

### E. ORDINANCES (FIRST READING)

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

1. Ordinance 2025-03 - TECO Franchise Fee Agreement

### G. UNFINISHED BUSINESS

### H. NEW BUSINESS

### I. GENERAL INFORMATION

### J. CITIZEN COMMENTS

**K. BOARDS & COMMITTEES**

**L. STAFF REPORTS**

City Attorney Smith

Police Chief DeSchryver

- 1. Chief's Report February 2025

City Clerk Riffle

- 1. Clerk's Report 2-17 thru 3-14

**M. MAYOR AND CITY COUNCIL REPORTS**

Mayor Dowless

- 1. Engineering Services & Permitting Update

Council Member Lomas

Council Member McElroy

Council Member Rader

Council Member Steele

Council President Horn

**N. ADJOURNMENT**

**UPCOMING MEETINGS**

Monday, April 14, 2025.....Planning & Zoning Meeting 6:30PM (no March meeting)

Tuesday, April 15, 2025.....City Council Meeting 6:30PM

**Meeting Records Request**

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.

**Americans with Disabilities Act**

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**.

# **CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE**

# **ROLL CALL & DETERMINATION OF QUORUM**

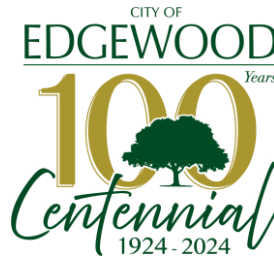
# **ORGANIZATIONAL MEETING**

# Administer Oath of Office

# **Election of Council President and Pro-Tem**

# **Councilmember Responsibility Designations**





## Memo

**To:** Mayor Dowless, Council President Horn,  
Council Members Rader, Lomas, McElroy, and Steele

**From:** Sandra Riffle, City Clerk

**Date:** March 14, 2025

**Re:** 2024 Council Assignments

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### 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 a regular or special meeting of the council.

The current areas of assignments are the following:

Area of Responsibility	Designated Assignments on March 26, 2024
Finance	Council President Horn
Code Compliance	Council President Horn
HAINC Liaison	Councilmember Steele
Cypress Grove Liaison	Councilmember Steele
Land Development/Master Plan	Councilmember Rader
Public Works	Councilmember Lomas
Police Department*	Mayor John Dowless
City Hall*	Mayor John Dowless
Contract Staff*	Mayor John Dowless

\* Pursuant to Section 4.04 of the *City Charter*, the mayor has jurisdiction over the police department, city hall, and contract staff.

The Code does not provide the duties associated with Councilmembers' Charter designated responsibility. Historically, Council members serve as City liaisons when contacting various agencies and elected officials to aid the City in projects and other types of assistance that may be needed.

# **CONSENT AGENDA**



## CITY COUNCIL MEETING

City Hall – Council Chamber  
405 Bagshaw Way, Edgewood, Florida  
Tuesday, February 18, 2025 at 6:30 PM

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### DRAFT MINUTES

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#### A. CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE

Council President Horn called the meeting to order at 6:30 pm.

#### B. ROLL CALL & DETERMINATION OF QUORUM

City Clerk Riffle confirmed a quorum with Mayor Dowless and all Councilmembers present.

##### **Elected Officials Present:**

John Dowless, Mayor  
Richard A. Horn, Council President  
Chris Rader, Council President Pro-Tem  
Susan Lomas, Councilmember  
Casey McElroy, Councilmember  
Beth Steele, Councilmember

##### **Staff Present:**

Sandra Riffle, City Clerk  
Dean DeSchryver, Police Chief  
Miguel Garcia, Deputy Police Chief  
Ellen Hardgrove, City Planner  
Allen Lane, City Engineer  
Galen Pugh, City Landscaping Architect  
Drew Smith, City Attorney

#### C. PRESENTATIONS AND PROCLAMATIONS

#### D. CONSENT AGENDA

1. January 21, 2025 City Council Meeting Minutes
2. Agreement for Dispatching Services
3. MOU 2025 Amendment Radio System Encryption

***Councilmember Rader made a motion to approve the Consent Agenda as presented; seconded by Councilmember Lomas. The motion was approved by voice vote (5/0).***

#### E. ORDINANCES (FIRST READING)

##### **1. Ordinance 2025-03 - TECO Franchise Fee Agreement**

Attorney Smith read Ordinance 2025-03 in title only.

TECO Regional Manager of External Affairs introduced himself to City Council. There was no public comment.

***Councilmember Lomas made a motion to approve Ordinance 2025-03, seconded by Councilmember Steele. The motion was approved by roll call vote (5/0).***

Councilmember Rader	Favor
Councilmember Lomas	Favor
Councilmember Steele	Favor
Councilmember McElroy	Favor
Council President Horn	Favor

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

**1. Ordinance 2025-01: Comprehensive Plan Amendment - 4881 S Orange Blossom Trail**

Due to both Ordinances 2025-01 and 2025-02 being interrelated, Attorney Smith read the titles of both Ordinances 2025-01 and 2025-02. This is the second reading of both ordinances.

Planner Hardgrove said the ordinances relate to the Edgewood Park of Commerce, with Ordinance 2025-01 regarding Comprehensive Plan Amendments: future land use map amendment from Medium Density Residential and Commercial to Site Specific Plan, and the required correlated policy with the new future land use designation.

The subject property is on the ±41.43-acre site located at 4881 South Orange Blossom Trail (OBT).

Ordinance 2025-02 is the mandatory rezoning of the property should the new future land use designation be approved. Also, included in this agenda item were the Development Agreement (DA) and the site plan. Once all is approved, the next step is construction plans with staff review.

Planner Hardgrove said changes were made to the proposed policy in Ordinance 2025-01 resulting from the first reading which are noted in red in the ordinance.

Changes include, but were not limited to:

- All business activities and storage and materials related to any permitted use must be entirely indoors.
- other prohibited uses have been added. No outdoor storage; gyms; and any use that would emit odors, objectionable waste materials, smoke, or noise that exceeds the Noise Ordinance; and Storage handling or distribution of noxious or hazardous chemicals, flammable liquids or other materials deemed hazardous by Federal EPA standards.
- No Fleet vehicle parking to the east of Building F or west of Building A.

She said there were also significant changes to the buffer requirements.

Planner Hardgrove said the necessary action is to approve Ordinance 2025-01 as presented, with changes, or to deny the ordinance.

Planner Hardgrove confirmed to Councilmember Lomas that fireworks would be covered under prohibitions.

In response to Councilmember Rader, Planner Hardgrove said the applicant will address the definition of the composite fence. Discussion ensued related to whether the north and east buffers should be a wall or fence.

Note: The vote was taken after discussion of Ordinance 2025-02 and public comment.

2. **Ordinance 2025-02 (Rezoning), Development Agreement, & Site Plan Consideration - 4881 S Orange Blossom Trail**

Planner Hardgrove said, if the comprehensive plan is amended as proposed in Ordinance 2025-01, the property must be rezoned to CP-PD. There were no changes to the ordinance or the site plan since the first reading. The Development Agreement (DA) has significant changes.

Some of the DA changes will require changes to the landscape plans. Staff recommended that, if Ordinance 2025-01 is approved, that the submitted site plan be approved with the exception of the landscape plan, and to allow the landscape plan to be reviewed by staff upon its resubmittal instead of bringing it back to Council. Council will adopt the landscaping requirements in the DA and staff will ensure the resubmitted plan is consistent with the DA.

The revised landscape plan will also take into consideration the results of the tree survey which was allowed to be delayed until after approval because there are so many trees on location. There may be some adjustments.

Another change to the DA is a new exhibit that defines the permitted uses.

In response to Council resident Horn, Planner Hardgrove said the expiration of the DA is included on line 415. If development has not commenced within ten years, the City may void the agreement.

Council President Horn commented that a ten-year expiration period seems long, and Attorney Smith responded that 10 to 25 years is standard.

Ms. Wilson spoke about the changes that resulted from the public's and Council's input at the first reading.

She also highlighted the compatibility elements of the plan: Six buildings that decrease in height and size as they go from west to east toward the residential. She listed concessions that EPOC has made since the process began.

**PUBLIC COMMENT**

Chere Roane, an Edgewood resident, spoke as an opponent. She said the applicant touts positive revenue but is silent to the financial burdens it would impose. She was also concerned about 24/7 operations, noise, and lights.

Barbara Miller, an Orlando resident, spoke as an opponent. She is against a large industrial complex with parking, and box and semi-trucks on the beautiful property.

Violette Haddard, an Orlando resident, spoke as an opponent and showed a video about local traffic. She clarified that the video is commentary and not evidence.

Lauren Buckner, an Orlando resident, spoke as an opponent. She said people need to live and not add to the road traffic.

Stefany Vidma, an Orlando resident, spoke as an opponent. She said noise pollution has a negative effect on health. Growth should not compromise the welfare of the community.

Lan Dal Lowery, an Orlando resident, spoke as an opponent. He complained about traffic on Holden Avenue and argued against adding any more commercial traffic. He said they cannot police the idling of trucks.

Carol Fritchey, an Orlando resident produced a copy of an affidavit by a Randall family member that another member of the Randall family notarized. She asked about the legality of the document.

Dave Bramlett, an Edgewood resident, said he lives in Legacy and enjoys peace with very little noise. He can occasionally hear traffic on OBT and a large industrial complex will have noise including loud beeping noises. He does not want to hear noise from a large industrial complex.

Sandra Castaño, an Orlando resident, said the presentation is not reality and followed up with a video showing local traffic.

Nancy Campiglia, an Orlando resident, spoke as an opponent. She said the Planning and Zoning Board met and she attempted to appeal their decision. They had no time for preparation and at the last Council meeting she asked for a continuance.

She said there are some significant flaws, including in the revision. She has walked Legacy and Holden Ridge and said many people did not know about the proposed development. She said the applicant is not giving enough advance notice and she needs to meet with her own experts before a decision is made.

Jacqueline Davenport, an Orlando resident, spoke as an opponent and said there was a failure to provide information at critical times and give them time to properly prepare. She claimed manipulation of the hearing dates and failing to notify residents even within 300 feet. She said changes were made to the DA and it is an abuse of the process.

Ms. Davenport said no traffic studies were available at the community meeting. She filed with the City Clerk requesting a 30-day delay for a second reading. She said she brought in 253 petitions from walking the neighborhoods.

Karen Varney, an Orlando resident, spoke as an opponent. She said she does not believe there will be no access to Holden and compared it to the trucks that go down Holden Avenue due to lack of enforcement.

Dr. Kat Gordon, an Orlando resident, spoke as an opponent. She said she wants families, not construction, and the industrial park would be a mistake. She said she can hear trucks at 7 am making noise.

Trini Quiroz, an Orlando resident, said she believes in smart, responsible growth and that a wastewater plant is not a good idea.

Michael Brennan, an Orlando resident, spoke as an opponent. He spoke about the threat of increased crime. He was disturbed about the landscaping. He objected to a composite fence, and how the removal of wildlife onsite would be handled. He said a regular wall is more of a deterrent to criminals.

Renato Braga, an Orlando resident, spoke as an opponent and of his concerns about the environmental impact and increased traffic. He said Industrial uses should be separated from residential areas.

Paul Katen, an Orlando resident, said his concerns are that the development is for a logistics center. He said that whatever revenues come in will be deducted by new expenses and there will be regional impacts due to increased traffic. He said the project would kill Holden Avenue and asked what the legal mechanism that limits access to Holden would be.

Maureen Kennedy-Hale, an Orlando resident, spoke as an opponent. She spoke of her concern for the right to alter permissible uses without notifying the public. Council President Horn said the permitted uses are part of the ordinance.

Planner Hardgrove said prohibited uses are included in the proposed comprehensive plan policy. A comprehensive plan amendment would be needed if those uses were proposed to change; the whole process would have to start again. City Council can make a determination for a similar and compatible use in the future, which is done without a public hearing.

Attorney Smith said there would be a public meeting but it would not be considered to be a quasi-judicial hearing.

Tina Demostene, an Edgewood resident, spoke as a proponent. She said she appreciated that there will not be a connection to Holden Avenue and that the developer is providing more compatibility and strength to the Code beyond Orange County land development code requirements. She said the developer is providing greater building setbacks, buffers, extended security hours, an increased wall height and the allowable uses are tight. This ensures greater compatibility.

Ms. Demostenes then asked where the public was when Council was working on the budget and had to go into reserves to cover expenses. She asked the Council to discourage outdoor storage and designate areas for fleet and truck parking in the DA.

Jim Muszynski, an Edgewood resident, spoke as an opponent. He said there is an issue of compatibility with the DA. He asked about how compatible uses are determined and if it needs to be an agenda item with a vote. He said it is a very subjective issue. He was also concerned about the length of the 10-year expiration of the DA.

Jessica Demeritte, an Edgewood resident, said she likes Edgewood as a quiet place to live. She wants people to consider the impact of an industrial park next to residential property. She wanted to know who will police the truck idling and the noise.

Becky Wilson said there seems to be misinformation from people who are not in the notice area. She noted that there will not be a water sewage treatment plant. This is not industrial zoning. In Orange County, those buildings can be within 30 feet, but Edgewood has higher standards.

The plan specifies the exact uses and how the uses can be made compatible with single family residences. There is a plan for compatibility. The developer made all concessions that were asked of them, including no outdoor storage or idling trucks or a water sewage plant. The only activity that can happen is within the interior of a truck court or inside the buildings. The south has 5 acres of stormwater retention. They have included rows of trees and wing walls on the buildings to buffer the sound.

Ms. Wilson said access on Holden Avenue is limited to the Randall family only. Furthermore, she noted that the development is not industrial zoning. They are here with an amendment to the Comprehensive Plan to specify the uses and how these uses can be compatible with single family residences. They have agreed to how the development is built, buffered, and how compatibility will be handled. They have done their best to address concerns including doubling and tripling the landscape buffers.

She respectfully requested approval of the application.

Councilmember Lomas said she understood that the company that performed the traffic study also conducted a study for a business on Holden Avenue just west of Orange Blossom Trail. Ms. Wilson said Kimley-Horn created the traffic study for this project, but she is not aware of the other study. Harrison Forder, with Kimley Horn, said he is not aware of any study the company did for a project west of Orange Blossom Trail.

In response to Councilmember McElroy, Ms. Wilson said FDOT must approve the median opening relocation to align the project driveway with the median opening. The DA specifically states if the median isn't relocated, the project cannot be built. FDOT needs the construction plans to give final approval.

Mayor Dowless noted that this is not a heavy industrial use. He visited similar properties and saw cars and people in suits and ties. He asked Ms. Wilson to elaborate on hours and uses for those properties.



Ms. Wilson said Princeton Oaks has businesses such as to support the convention center for their displays to show and store. There are many small businesses, such as for window installations, that need to store the product and support their business in town. The property is anticipated to cater more to small businesses because of smaller buildings with shorter depths. There will be no significant storage available in Edgewood Park of Commerce.

In response to Mayor Dowless, Ms. Wilson said Buildings E and F, closer to the eastern residential zoning, have a height of 29 feet. There is an entrance bump up at 32 feet high. The buildings in the middle are 39 feet high and those closest to Orange Blossom Trail are 43 feet high. Residential code allows up to 35 feet high.

Ms. Wilson confirmed to Council President Horn that they expect to close on the property in August 2025. After that development should take approximately 18 months, starting at the beginning of next year. Ms. Wilson said that she could agree to changing the expiration from 10 years to five years.

Councilmember Lomas asked about the impact to the lakes. Ms. Wilson said the lot is currently all pervious surface and there is still runoff. They cannot allow any more water to flow off the property than what exists now. There will be an approximately five-acre stormwater management pond. Any water coming off asphalt will be collected, treated, and held in the pond so there is not additional flow at any quicker rate.

Councilmember Horn asked about a wall versus a composite fence. Ms. Wilson showed Council a potential composite option. Planner Hardgrove explained that composite is a combination of recycled plastic and wood. A composite is a fence, not a wall. It is similar to what Mecatos has on the perimeter.

In response to Councilmember Lomas, Council President Horn said the difference between composite and a wall is the density.

City Engineer Lane said the pictures represent a PVC panel fence. They are notched, 7-foot-high panels that lock into the square posts. Compared to a concrete block wall, a precast wall includes precast concrete panels, not PVC panels. Haven Oaks are concrete precast and have a decorative surface.

Councilmember Rader said he wants to be sure the prohibition of outdoor storage has been covered by the applicant. Ms. Wilson said it is in the DA under prohibited uses on line 122.

Councilmember McElroy said his concerns were about 24/7 businesses. Surveillance and security will be provided during non-operating hours. Ms. Wilson said it is difficult to tell a small business owner they must leave at 9 pm. She said Edgewood's noise ordinance addresses noise next to residential zoning.

In response to Council President Horn, Ms. Wilson said they would not have gone through this process if they did not anticipate success. They have a good track record. They build it, own it, and manage the property.

In response to Councilmember Lomas, Chief DeSchryver said these developments typically do not create crime in surrounding neighborhoods. He has not had issues with similar properties when he was a Captain for the Orlando Police Department. He disagreed with the comments that were made about crime.

Mayor Dowless said there have been five public meetings for this project. There was a lot of opportunity for input before this meeting. The applicant went to every meeting and has taken every suggestion. Staff told them that compatibility is the most important requirement. He has never seen a builder landscape like this. He thinks this is a benchmark for compatibility.

Mayor Dowless thanked the applicant and said he supports the development.

Councilmember Lomas would like to see the landscape plan come back to the Council. Planner Hardgrove said the changes can come back through the Planning and Zoning Board and City Council.

Planner Hardgrove said that the criteria in the DA is very specific so it is part of the staff review. The proposed zoning (CPPD) has very specific tree mitigation requirements. They will do a tree survey, incorporate the mitigation and the changes to in the DA related to landscaping and then must resubmit the landscape plan. CPH’s landscape architect will ensure everything has been met.

Planner Hardgrove confirmed to Council President Horn that the DA requires a pre-cast wall.

In response to Council President Horn, Attorney Smith said that changing the expiration from ten years to five will be incorporated into the ordinance.

Attorney Smith responded to Councilmember Rader and said it is permissible to add a similar and compatible use outside of public notice, but it would be heard at a Council meeting. If approved, it would be added to the list of allowed uses.

***Councilmember Rader made a motion to approve Ordinance 2025-01 with the discussed modifications; seconded by Councilmember Lomas. The motion was approved by roll call vote (5/0).***

Councilmember McElroy	Favor
Councilmember Steele	Favor
Councilmember Lomas	Favor
Councilmember Rader	Favor
Council President Horn	Favor

Attorney Smith noted a change in section nine of Ordinance 2025-02. The Comprehensive Plan doesn’t take effect until 31 days because it needs to be sent to Tallahassee. The effective date of 2025-02 should be tied to the effective date of 2025-01. He said the language should be that the ordinance takes effect immediately following the effective date of Ordinance 2025-01.

Attorney Smith said the modification of the expiration period is in the development agreement.

***Councilmember Rader made a motion to approve Ordinance 2025-02 with the agreed modification of lines 113-114 of the Ordinance for the effective date to be immediately following the effective date of Ordinance 2025-01, and with the agreed modifications to line 415 of the Planned Development Agreement to change the expiration for development from ten years to five years. Seconded by Councilmember Steele. The motion was approved by roll call vote (5/0).***

Councilmember Rader	Favor
Councilmember Steele	Favor
Councilmember Lomas	Favor
Councilmember McElroy	Favor
Council President Horn	Favor

**G. UNFINISHED BUSINESS**

**H. NEW BUSINESS**

**I. GENERAL INFORMATION**

**J. CITIZEN COMMENTS**

**K. BOARDS & COMMITTEES**

**L. STAFF REPORTS**

**City Attorney Smith**

Attorney Smith said Bell Rentals had a code violation regarding their uses, and they are working to resolve the underlying issues. He will have something for the Council to review in the March agenda that will permanently address the issue.

**Police Chief DeSchryver**

1. Chief's Report January 2025

Chief DeSchryver referred to the MOU listed on the consent agenda and said it came back to the City because the City of St. Cloud requested to be added.

He said there has been porch pirate activity in Legacy. Also, mailboxes located on Jessamine Lane. Detective Crock obtained Ring camera information and found a significant problem. They received cooperation from Belle Isle for some leads and were able to make an arrest. Some mail and packages were recovered. People are often not reporting these thefts.

**City Clerk Riffle**

## 1. Clerk's Report 1/21/25 through 2/14/25

City Clerk Riffle gave her report to Council. She congratulated Mayor Dowless and Councilmember Horn on retaining their respective seats, thus avoiding an election.

She also updated the Council on her work on Hurricane Milton and the financial audit.

City Hall and Officer Zane have responded to an unprecedented volume of public records requests, primarily related to the proposed Edgewood Park of Commerce project. All requests, including those for submittals, reports, and email communications, have been fulfilled.

She gave an update on Haven Oaks and reported that all 43 lots in the development have been reviewed and approved, and 29 lots are already occupied.

Delinquent Business Tax Receipts for FY 2024/2025 are down to 12 outstanding accounts. City Hall is working with Code Enforcement to have all businesses in compliance.

**M. MAYOR AND CITY COUNCIL REPORTS**

**Mayor Dowless** – no report

**Council Member Lomas** – no report

**Council Member McElroy**

Councilmember McElroy said it is worth noting the optimistic side of industrial development. The ad valorem taxes would have a 15% tax return in a year, which will help the Edgewood community.

**Council Member Rader** – no report

**Council Member Steele** – no report

**Council President Horn** – no report

**N. ADJOURNMENT**

Councilmember McElroy made a motion to adjourn the meeting at 9:03 pm.

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Richard A. Horn, Council President

Attest:

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Sandra Riffle, City Clerk

# **MOU - Taskforce Model to assist Immigration and Custom Enforcement**

**MEMORANDUM OF AGREEMENT**  
**287(g) Task Force Model**

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the \_\_\_\_\_, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the \_\_\_\_\_ (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents \_\_\_\_\_ in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

**I. PURPOSE**

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

**II. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

**III. POLICY**

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

#### **IV. TRAINING AND ASSIGNMENTS**

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

#### **V. DESIGNATION OF AUTHORIZED FUNCTIONS**

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

Revised 02/12/2025

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

## **VI. RESOLUTION OF LOCAL CHARGES**

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

## **VII. NOMINATION OF PERSONNEL**

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

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on an oral agreement of the parties but will be subject to all the requirements of this MOA.

## **VIII. TRAINING OF PERSONNEL**

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

## **IX. CERTIFICATION AND AUTHORIZATION**

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

## **X. COSTS AND EXPENDITURES**

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

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defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

## **XI. ICE SUPERVISION**

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

## **XII. REPORTING REQUIREMENTS**

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

## **XIII. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

#### **XIV. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at \_\_\_\_\_. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

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used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

## **XV. COMPLAINT PROCEDURES**

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

## **XVI. CIVIL RIGHTS STANDARDS**

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

## **XVII. MODIFICATION OF THIS MOA**

Modifications of this MOA must be proposed in writing and approved by the signatories.

## **XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

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misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**For the LEA:**

**For ICE:**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX A**

**POINTS OF CONTACT**

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE:            Department of Homeland Security  
                         Immigration and Customs Enforcement  
                         Enforcement and Removal Operations  
                         Assistant Director for Enforcement  
                         Washington DC

For the LEA:        \_\_\_\_\_  
                         \_\_\_\_\_  
                         \_\_\_\_\_  
                         \_\_\_\_\_  
                         \_\_\_\_\_

## **APPENDIX B**

### **COMPLAINT PROCEDURE**

This MOA is an agreement between ICE and the \_\_\_\_\_, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

#### **1. Complaint Reporting Procedures**

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.



## **2. Review of Complaints**

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

## **3. Complaint Resolution Procedures**

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

### **A. Referral of Complaints to LEA Internal Affairs Division.**

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

### **B. Interim Action Pending Complaint Resolution**

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

### **C. Time Parameters for Resolution of Complaints**

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

### **D. Notification of Resolution of a Complaint**

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ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

**APPENDIX C**

**PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

**For the LEA:**

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**For ICE:**

Department of Homeland Security  
Immigration and Customs Enforcement  
Office of Public Affairs

# **ORDINANCES (FIRST READING)**

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

# **Ordinance 2025-03 - TECO Franchise Fee Agreement**

1  
2  
3 **ORDINANCE NO. 2025-03**

4 **AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, INC., ITS**  
5 **SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS**  
6 **FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF**  
7 **THE CITY EDGEWOOD, FLORIDA, AND PRESCRIBING THE TERMS**  
8 **AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE**  
9 **EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE;**  
10 **AND REPEALING PRIOR ORDINANCE.**

11 WHEREAS, Peoples Gas System and the City of Edgewood desire to enter into a franchise  
12 agreement for a period of thirty (30) years commencing from the date provided herein; and  
13

14 WHEREAS, the City Council finds that it is in the public interest of its citizens to enter  
15 into a new franchise agreement with Peoples Gas System.  
16

17 NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF  
18 EDGEWOOD, FLORIDA, THAT:  
19

20 **SECTION 1: DEFINITIONS**

21 For the purposes of this Ordinance, the following terms shall have the meanings given  
22 herein.

- 23 A. “Customer” shall mean any Person served by the Company within the corporate  
24 limits of the City.  
25 B. “City” shall mean the City of Edgewood, Orange County, Florida, its successors  
26 and assigns.  
27 C. “Company” shall mean Peoples Gas System, Inc., a Florida corporation, its  
28 successors and assigns.  
29 D. “Distribution System” shall mean any and all transmission pipe lines, main pipe  
30 lines and service lines, together with all tubes, traps, vents, vaults, manholes,  
31 meters, gauges, regulators, valves, conduits, attachments, structures and other  
32 appurtenances, as are used or useful in the sale, distribution, transportation or  
33 delivery of Natural Gas and as are situated within the corporate limits of the City.

- 34 E. "Effective Date" shall mean the date this Franchise becomes effective as  
35 described in Section 19 below.
- 36 F. "Franchise" or "Franchise Agreement" shall mean this agreement as passed and  
37 adopted by the City and accepted by the Company as provided in Section 19  
38 below.
- 39 G. "FPSC" shall mean the Florida Public Service Commission or any successor  
40 agency.
- 41 H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public  
42 Service Commission) received by the Company from any Customer from the  
43 sale of Gas.
- 44 I. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or  
45 a mixture of gases which is distributed in pipes and measured by meter on the  
46 Customer's premises. It shall not mean propane gas or liquefied petroleum gas  
47 (commonly referred to as "bottled gas").
- 48 J. "Person" shall mean any individual, firm, partnership, estate, corporation,  
49 company or other entity, including, but not limited to, any government entity.
- 50 K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley,  
51 waterway, bridge, easement, public place, or other right-of-way that is owned by  
52 the City.

53 SECTION 2: GRANT

54 The City hereby grants to the Company the non-exclusive right, privilege, and franchise to  
55 lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now  
56 exist or may be hereafter constructed, opened, laid out or extended within the present incorporated  
57 limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated  
58 with the City, a Distribution System subject to the terms and conditions herein contained.

59 SECTION 3: TERM

60 Except as provided in Section 15, the Franchise hereby granted shall be for a period of  
61 thirty (30) years from the Effective Date of this ordinance.



62           SECTION 4:           ASSIGNMENT

63           A.       The Franchise hereby granted shall not be leased, assigned or otherwise alienated  
64 or disposed of except with the prior express written consent of the City, which shall not be  
65 unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee  
66 assuming the terms of the Franchise Agreement with the City.

67           B.       Notwithstanding the foregoing, the Company may, without the consent of the City,  
68 lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale  
69 of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation  
70 engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or  
71 mortgage of such Franchise in connection with the physical property owned and used by it in the  
72 operation of the Distribution System for the purpose of securing payment of monies borrowed by  
73 the Company.

74           SECTION 5:       CITY COVENANT

75           As a further consideration for this Franchise Agreement, the City covenants and agrees that  
76 it will not, during the term of this Franchise Agreement or any extension thereof, engage in the  
77 business of distributing or selling Natural Gas within the corporate limits of the City, as modified,  
78 during the term of this Franchise Agreement.

79           SECTION 6:       USE OF STREETS

80           The Distribution System shall be erected, placed, or laid in such manner as will, consistent  
81 with necessity, least interfere with other public uses of the Rights-of-way, and said Right-of-way  
82 shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company  
83 makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application  
84 for a permit to the appropriate City authority. The City shall issue or, if applicable, deny permits

85 within ten (10) business days of application by the Company. In consideration of the franchise  
86 fees contemplated in this Franchise Agreement, the City shall not charge the Company any fees  
87 for the issuance of such permits. The Company shall, with due diligence and dispatch, place such  
88 Right-of-way in as good a condition as before such excavation or disturbance was made; provided,  
89 however, that should the Company fail, within ten (10) days of its receipt of written notice from  
90 the City, to restore such Right-of-way, then the City may undertake such restoration (other than  
91 any restoration work on the Distribution System) and charge the reasonable cost thereof to the  
92 Company.

93 To the extent consistent with Florida law, the Company hereby agrees to abide by all the  
94 rules and regulations and ordinances which the City has passed or might pass in the future, in the  
95 exercise of its police power, provided, however, that the City shall not pass any ordinance or  
96 regulation that results in a material change to the rights or obligations of the Company under the  
97 Franchise Agreement.

98 SECTION 7: MAINTENANCE

99 All such components of the Distribution System of the Company located within the City  
100 shall be installed and maintained in accordance with accepted good practice and in accordance  
101 with the orders, rules, and regulations of the Florida Public Service Commission.

102 SECTION 8: LAYING OF PIPE

103 All components of the Distribution System shall be laid consistent with all applicable  
104 codes, rules, regulations and laws, including, to the extent consistent with all applicable codes,  
105 rules, regulations and laws, specifications contained in City permits.

106 SECTION 9: CONSTRUCTION WORK

107           The City reserves the right to permit to be laid electric conduits, water and gas pipes and  
108 lines, cables, sewers, and to do and permit to be done any underground work that may be deemed  
109 necessary or proper by the City in, across, along, or under any Right-of-way. Whenever, by reason  
110 of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of  
111 the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the  
112 location or manner of construction of any water pipes, electric conduits, sewers, or other  
113 underground structure located within the Rights-of-way, it shall be deemed necessary by the City  
114 to remove, relocate, or disconnect any portion of the Distribution System of the Company hereto  
115 for such public purpose, such removal, relocation, or disconnection shall be made by the Company  
116 as ordered in writing by the City without claim for reimbursement. If the City shall require the  
117 Company to remove, relocate, or disconnect any portion of its Distribution System or in any way  
118 to alter the placement or location of the Distribution System to enable any other Person to use said  
119 Rights-of-way of the City, as part of its permitting or approval process, the City shall require the  
120 Person desiring or occasioning such removal, relocation, disconnection, or alteration to reimburse  
121 the Company for any loss, cost, or expense caused by or arising out of such removal, relocation,  
122 disconnection, or alteration of any portion of the Distribution System. The Company further  
123 agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or  
124 sewers of said City unless it has received specific permission from the City or its duly authorized  
125 representative.

126           SECTION 10: FRANCHISE FEE

127           Subject to Section 11 below, within thirty (30) days after the close of the first full billing  
128 month following the Effective Date of this Franchise Agreement, and each month thereafter during  
129 the term of this Franchise Agreement, the Company, its successors, or assigns, shall pay to the

130 City or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue,  
131 less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within  
132 the corporate limits of the City. The Franchise fee payment shall be deemed paid on time if post-  
133 marked within thirty (30) days of the close of the preceding billing month.

134 SECTION 11: IDENTIFICATION OF CITY RESIDENTS

135 No less than thirty (30) days prior to the Effective Date, the City shall deliver to the  
136 Company such information (including City limit streets and block numbers) as is needed by the  
137 Company to determine which of its customer are located within the City limits. The City shall  
138 also provide such information no less than thirty (30) days prior to the effectiveness of any change  
139 in said limits, whether by addition, annexation, or consolidation, or upon the Company's request.  
140 The Company shall be relieved of any obligation to pay franchise fees to the extent the City has  
141 failed to provide information in accordance with this Section 11.

142 SECTION 12: ACCOUNTS AND RECORDS

143 The Company shall maintain accounting, maintenance, and construction records as  
144 prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and  
145 records in such detail that revenues within the corporate limits of the City are consistently declared  
146 separately from all other revenues, and such records shall be maintained within the State of Florida.  
147 Upon request by the City, or its designated representative, and execution of a confidentiality  
148 agreement reasonably satisfactory to the Company, the Company shall make available said records  
149 within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues  
150 upon which the Company's franchise fee is based. The Company shall maintain its billing records  
151 only for the period of time required by the FPSC and any examination conducted after such period  
152 shall be confined to the billing records then available.

153            SECTION 13: INSURANCE

154            During the term of this Franchise, the Company shall file with the City Clerk and shall  
155 keep in full force and effect at all times during the effective period hereof, insurance certificates  
156 evidencing a general liability insurance policy or policies or evidence of self-insurance within the  
157 corporate limits of the City as they currently exist or may exist in the future. Each such policy  
158 shall provide for the minimum sum of \$1,000,000.00 for injury or death to any one person, and for  
159 the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one  
160 person involved in any one incident or accident, and for the minimum sum of \$1,000,000.00 for  
161 damage to property, resulting from any one accident, and each of the said minimum sums shall  
162 remain in full force and shall be undiminished during the effective period of this Franchise  
163 Agreement. The coverage requirements set forth in this Section 13 may be satisfied, in whole or  
164 in part, with self-insurance.

165            Company shall notify the Clerk of the City in writing, promptly upon any material  
166 alteration, modification, or cancellation of such policy is to become effective.

167            SECTION 14: INDEMNIFICATION:

168            In consideration of the permissions granted to the Company by this Franchise Agreement,  
169 the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and  
170 employees from and against claims, suits, actions, and causes of action, to the extent caused by the  
171 Company's negligent operation of the Distribution System within the City during the term of this  
172 Franchise and resulting in personal injury, loss of life or damage to property sustained by any  
173 person or entity, through or as a result of the doing of any work herein authorized or the failure to  
174 do work herein required, and including all reasonable costs, attorney's fees, expenses, and  
175 liabilities incurred by the City in connection with any such claim, suit, or cause of action, including

176 the investigation thereof, and the defense of any action or proceeding brought thereon and any  
177 order, judgment or decree which may be entered in any such action or proceeding or as a result  
178 thereof; **provided, however,** that neither the Company nor any of its employees, agents,  
179 contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits,  
180 actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict  
181 liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The  
182 provisions of this section shall survive the expiration or earlier termination of this Franchise  
183 Agreement.

184 SECTION 15: TERMINATION BY CITY

185 Violation by the Company of any of the covenants, terms, and conditions hereof, or default  
186 by the Company in observing or carrying into effect any of said covenants, terms and conditions,  
187 shall authorize and empower the City to declare a termination of this Franchise Agreement;  
188 provided, however, that before such action by the City shall become operative and effective, the  
189 Company shall have been served by the City with a written notice setting forth all matters pertinent  
190 to such violation or default, and describing the action of the City with respect thereto, and the  
191 Company shall have had a period of sixty (60) days after service by certified U.S. mail of such  
192 notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then  
193 sixty (60) days to present a plan reasonably satisfactory to the City to effect such cure; and  
194 provided further that any violation or default resulting from a strike, a lockout, an act of God, or  
195 any other cause beyond the control of the Company shall not constitute grounds for termination.

196 SECTION 16: CHANGES IN PROVISIONS HEREOF

197 Changes in the terms and conditions hereof may be made by written agreement between  
198 the City and the Company.

199           SECTION 17: SEVERABILITY; CHANGE IN LAW

200           (A)    If any section, part of a section, paragraph, sentence, or clause of this Franchise  
201 Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall  
202 not affect the validity of any other portion hereof, but shall be restricted and limited in its operation  
203 and effect to that specific portion hereof involved in the controversy in which such decision shall  
204 have been rendered; provided, however, that should elimination of the specific portion of the  
205 Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party,  
206 then that party may terminate this Franchise Agreement by providing thirty (30) days written  
207 notice to the other party.

208           (B)    Upon the issuance by a court of competent jurisdiction of an order, ruling, or  
209 decision, or the enactment or adoption by the Florida Legislature, the City, or any other  
210 governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes  
211 a municipality's ability to exact franchise fees from a utility, or that effectively does away with  
212 the ability of a municipality to grant a franchise altogether, then the Company or City may  
213 terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

214           SECTION 18: GOVERNING LAW

215           This Franchise shall be governed by the laws of the State of Florida and applicable federal  
216 law.

217           SECTION 19: EFFECTIVE DATE

218           This Franchise Agreement shall become effective upon its acceptance by the Company,  
219 which acceptance must be evidenced in writing within sixty (60) days of the City's passage and  
220 adoption hereof.

221 PASSED AND CERTIFIED AS TO PASSAGE this \_\_\_\_\_ day of \_\_\_\_\_,  
222 2025.

223  
224  
225  
226  
227  
228  
229

CITY OF EDGEWOOD

By: \_\_\_\_\_  
Name: Richard A. Horn  
Title: City Council President

230 ATTEST: \_\_\_\_\_  
231 Name: Sandra Riffle  
232 Title: CITY CLERK  
233  
234

235  
236 APPROVED AS TO FORM AND CORRECTNESS:

237 \_\_\_\_\_  
238 \_\_\_\_\_  
239

240  
241 Accepted this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025\_  
242

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PEOPLES GAS SYSTEM, INC.

By: \_\_\_\_\_  
Name:  
Title:

249  
250  
251  
252  
253

By: \_\_\_\_\_  
Name:  
Title:



# **UNFINISHED BUSINESS**

# **NEW BUSINESS**

# **GENERAL INFORMATION**

# **CITIZEN COMMENTS**

# **BOARDS AND COMMITTEES**

# **STAFF REPORTS**

# City Attorney Smith

# Police Chief DeSchryver



**Edgewood Police Department  
City Council Report  
February 2025**

	<b>January</b>	<b>February</b>
<b>Residential Burglaries</b>	1	0
<b>Commercial Burglaries</b>	1	0
<b>Auto Burglaries</b>	0	1
<b>Theft</b>	5	4
<b>Assault/Battery</b>	1	0
<b>Sexual Battery</b>	0	0
<b>Homicides</b>	0	0
<b>Robbery</b>	0	0
<b>Traffic Accident</b>	12	7
<b>Traffic Citations</b>	100	63
<b>Traffic Warnings</b>	116	54
<b>Felony Arrests</b>	0	1
<b>Misdemeanor Arrests</b>	3	3
<b>Warrant Arrests</b>	2	0
<b>Traffic Arrests</b>	2	1
<b>DUI Arrests</b>	0	0
<b>Code Compliance Reports</b>	28	7

**Department Highlights:**

- During the month of February the Edgewood Police Department obtained red dot sights for the officers AR Rifles through a grant. In the near future the officers will be issued and trained with these new products!
- On February 6<sup>th</sup> the Porch Pirate that had stolen from multiple residences in the Legacy subdivision and Jessamine Lane area was arrested. A subpoena was obtained for the Porch Pirate’s residence and during the search multiple ADDITIONAL items were found for residents in the City who had items taken without their knowledge. This Porch Pirate was found to have been committing this type of theft from multiple jurisdictions throughout Orange County and was therefore arrested on multiple charges from other jurisdictions as well.
- On February 10<sup>th</sup> we welcomed Haymee back from Maternity Leave!
- On February 11<sup>th</sup> the Edgewood Police Department attended the Orange County Torch Run meeting to prepare for the upcoming 5K which will be held off of Narcoosee Road on April 29<sup>th</sup>. On February 12<sup>th</sup>, Stacey Salemi then assisted Orange County in obtaining a donation of fruit from Harville’s Produce.

Reporting Dates: February 1<sup>st</sup> – February 28<sup>th</sup>

# City Clerk Riffle



## Memo

**To:** Mayor Dowless and City Councilmembers Horn, Rader, Lomas, McElroy, and Steele  
**From:** Sandra Riffle, City Clerk  
**Date:** March 14, 2025  
**Re:** February 17, 2025 to March 14, 2025 City Clerk Report

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- **Committee for RFP:** RFPs have been prepared for Debris Monitoring and Removal Services. While it is not required to form selection committees for these RFPs, I would like Council's input.
  - Would Council prefer to see all of the submittals and decide which contracts are rewarded?
  - Or would Council prefer to assemble a committee? If so, how should the Council be selected? In the past, there have been three members including a representative from the Police Department.
- **Financial Audit Complete:** After input from staff and consultants, information gathering for the FY 2023/2024 financial audit is completed. We anticipate CRI will present their final report to the Council during an upcoming meeting in April or May.
- **New Business Welcome Banner Program:** The City has received the New Business Welcome Banners and is ready to launch the program. Staff has finalized the rental agreement, which includes a \$50 non-refundable application fee and a \$300 refundable deposit. The deposit will be refunded upon the banner's safe return in its original condition, less any deductions for damage or missing parts.
- **Business Tax Receipts Update FY 24/25:** As of March 14, 2025, only five business accounts remain delinquent, a decrease from twelve last month. These businesses will be issued a Notice of Hearing and referred to a Code Compliance Hearing before the Special Magistrate.
- **Lake MSTU:** To address discrepancies between Lake MSTU payments and street sweeping services, Brett collaborated with the OCPA and EPD. The meeting between Mayor Dowless, Brett, Sandy, and EPD staff revealed that Lake Advisory Boards determine the funds' allocations, including which streets within the MSTUs receive street sweeping service. Mayor Dowless has requested 5 years of expenditure reports and meeting minutes from the Lake MSTU boards for further review.
- **Finalizing Dates for Holiday Events:** We are pleased to announce Trunk or Treat on Friday, October 24th, from 6:00 to 8:00 PM. Staff is currently working to confirm the Santa Fly-In date, which will be either Friday, December 5th, or Friday, December 12th, from 6:00 to 8:30 PM, depending on the Drummonds' schedule

# **MAYOR & CITY COUNCIL REPORTS**

# Mayor Dowless

# **Engineering Services & Permitting Update**

# Council Member Lomas

# Council Member McElroy



# Council Member Rader

# **Engineering Services & Permitting Update**

# Council Member Steele

# Council President Horn

# ADJOURN