

Ray Bagshaw
Mavor

Malcolm Henley
Council Member

Judy Beardslee
Council President

Jim Bozeman
Council Member

Neil Powell
Council Member

John Dowless
Council Member

**CITY COUNCIL AGENDA
REGULAR MEETING
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, September 20, 2011
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

C. PLEDGE OF ALLEGIANCE

D. CONSENT AGENDA

1. Approval of:

- A. September 6, 2011 Minutes - City Council Special Meeting (Pages 1-5)
- B. Orange County Fire & Rescue Agreement (Pages 6-9)

(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.)

E. PRESENTATIONS

- 1. Beth Seabrook – Cornerstone Charter School

F. ORDINANCES – FIRST READING

- 1. **ORDINANCE 2011-04: AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA ENACTING AND APPROVING OF THE COLLECTIVE BARGAINING**

AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND THE CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION FOR THE TERM OCTOBER 1, 2011, TO SEPTEMBER 30, 2014; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (Pages 10-51)

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

1. **ORDINANCE 2011-02:** AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, RECOGNIZING STATE PREEMPTION IN THE FIELD OF FIREARMS REGULATION, AND AMENDING SECTION 134-345 OF THE CODE OF ORDINANCES TO AVOID ANY POTENTIAL CITY ACTION THAT MAY CONFLICT WITH THE STATE'S REGULATION OF FIREARM SALES; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE. (1st Reading approved 9-6-2011) (Pages 52-53)
2. **ORDINANCE NO. 2011-03:** AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES UPON THE ASSESSED REAL AND BUSINESS PERSONAL PROPERTY TAX ROLLS FOR FISCAL YEAR 2011/2012, BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE. (1st Reading approved 9-6-2011) (Pages 54-55)
3. **RESOLUTION NO. 2011-05:** A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2011/2012, BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE. (Pages 56-64)

H. UNFINISHED BUSINESS

I. NEW BUSINESS

RESOLUTION NO. 2011-06: A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA AMENDING THE CITY'S BUDGET FOR THE 2010-2011 FISCAL YEAR; AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (3rd FY Budget Amendment) (Pages 65-69)

J. GENERAL INFORMATION (No action required)

K. CITIZEN COMMENTS

L. BOARDS & COMMITTEES

M. STAFF REPORTS

1. Police Chief
2. City Clerk
3. City Attorney

- Internet Cafes (Pages 70-80)

N. MAYOR & COUNCIL REPORTS

O. ADJOURNMENT

UPCOMING MEETINGS:

October 18, 2011.....City Council Regular Meeting
November 15, 2011.....City Council Regular Meeting
December 20, 2011.....City Council Regular Meeting

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.

Motion Language: REMEMBER....THE MILLAGE RATE ESTABLISHED IN THE SEPTEMBER 6, 2011 SPECIAL COUNCIL MEETING WAS 4.7000, **YOU CANNOT GO ABOVE THIS RATE.**

Approval of Millage

I move to adopt Ordinance No. 2011-03 setting the City of Edgewood's millage rate for Fiscal Year 2011/2012 at a **4.7000** which represents a **16.06** percent increase over the roll-back rate of **4.0497** mills.

OR

I move to adopt Ordinance No. 2011-03 setting the City of Edgewood's millage rate for Fiscal Year 2011/2012 at a **4.5000** which represents a **11.12** percent increase over the roll-back rate of **4.0497** mills.

OR

I move to adopt Ordinance No. 2011-03 setting the City of Edgewood's millage rate for Fiscal Year 2011/2012 at a **4.4000** which represents a **8.65** percent increase over the roll-back rate of **4.0497** mills.

SEPARATE MOTION

Approval of Budget

I move to adopt Resolution No. 2011-03 adopting the City of Edgewood's budget for fiscal year 2011-2012.

VOTING REQUIREMENTS:

Pursuant to the DR-420MM-P

Prior year operating millage (Approved 2009-2010)	3.9500
Rolled back rate allowed via simple majority vote of Council	4.0497
Maximum millage allowed via a 2/3 majority vote of Council	5.7838
Maximum millage allowed via a unanimous vote of Council (Set and regulated by State Statute)	10.0000

Looking at rate of 5.2580 on line 13, any rate below that only requires majority vote rate (whether it's your rolled back of 4.0497 or proposed of 4.7000). The 2/3 vote maximum is not 4.7000, but the rate of 5.7838 shown on line 14. The unanimous vote max would be any rate over the max 2/3 rate of 5.7838 up to 10 mills.

**EDGEWOOD CITY COUNCIL
SPECIAL MEETING– SEPTEMBER 6, 2011**

On Tuesday, September 6, 2011, the Edgewood City Council held a Special Meeting at Edgewood City Hall, 405 Larue Avenue, Edgewood, Florida. Council President Beardslee called the meeting to order at 6:30 p.m. Council Member Powell gave the invocation followed by the Pledge of Allegiance.

Council President Beardslee noted the following Council Members in attendance

Attendees:

Mayor Bagshaw
Council President Beardslee
Council Member Powell
Council Member Henley

Absent

Council Member Dowless (excused)
Council Member Bozeman (un-excused)

Staff:

Bea L. Meeks, City Clerk
Pete Marcus, Police Chief
Andrew Hand, City Attorney (Attending for Attorney Drew Smith)

CONSENT AGENDA

1. Approval of August 9, 2011 Minutes, City Council Budget Workshop
2. Approval of Mayor's Appointment Recommendation to Planning & Zoning Board - Applicant Brian Leahy

Motion by Council President Beardslee to approve the Consent Agenda items one and two, with Second by Council Member Powell; the Motion was approved unanimously (3/0).

PRESENTATIONS

1. Mayor's Proclamation – "Constitution Week 2011"
Mayor Bagshaw presented a Proclamation designating September 17 through 23, 2011 as Constitution Week.

ORDINANCES – FIRST READING & PUBLIC HEARING (Pages 18-19)

1. **ORDINANCE NO. 2011-03:** AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES UPON THE ASSESSED REAL AND BUSINESS PERSONAL PROPERTY TAX ROLLS FOR FISCAL YEAR 2011/2012, BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Hand read Ordinance 2011-03 in title only. City Clerk Meeks explained the required language for the Motion approving the millage rate.

Council Member Powell moved to adopt Ordinance No. 2011-03 setting the City of Edgewood's millage rate for Fiscal Year 2011/2012 at 4.7000 which represents a 16.06 percent increase over the roll-back rate of 4.0497 mills, with Second by Council Member Henley.

Council President Beardslee opened for public hearing; there being no requests to speak, the public hearing was closed.

After the close of the public hearing, Edgewood resident, Bob Olsen (Harbour Oaks Drive) said he did not want to speak but wanted to know why there was an increase in the millage rate. Mayor Bagshaw read into the record a "recap" he provided in the agenda packet. Council Member Henley said he wanted to make sure it was understood that if Council had known the reduction in funds, they would not have voted to reduce the millage. Mayor Bagshaw pointed out that Council President Beardslee questioned the budget. Mayor Bagshaw said the City is not in bad shape with their reserve, but do not need to reduce. Resident Bob Olsen noted that it seemed the auditor and the bookkeeper was not speaking. Council President Beardslee gave a history of the day-to-day operations of City Hall before 2009 Charter changes. She also explained how there was not qualified management in City Hall, dual controls and communication was lacking, and that presently this has changed. Mayor Bagshaw pointed out to Mr. Olsen that it was not the auditor's responsibility to provide audit information to the bookkeeper, this was staff's responsibility.

Having no further discussion, City Clerk Meeks restated the Motion and took a rollcall vote as follows:

<i>Council Member Henley</i>	<i>Favor</i>
<i>Council President Beardslee</i>	<i>Favor</i>
<i>Council Member Powell</i>	<i>Favor</i>

City Clerk Meeks announced that with the unanimous approval of the first reading of the Ordinance, the second and final budget hearing will be September 20, 2011, and that Council will also consider the adoption of the budget in that meeting.

NEW BUSINESS

1. **Resolution 2011-03:** A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA AMENDING THE CITY'S BUDGET FOR THE 2010-2011 FISCAL YEAR; AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Hand read Resolution 2011-03 in title only. There were no questions, comments or discussion.

Motion by Council Member Powell to approve Resolution 2011-03, with Second by Council Member Henley; the Motion was approved unanimously (3/0).

2. **Resolution 2011-04:** A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE CITY'S ACCOUNT AT A FINANCIAL INSTITUTION AUTHORIZED BY COUNCIL; AUTHORIZING THE MAYOR TO DESIGNATE AN INDIVIDUAL TO MAKE ELECTRONIC FUNDS TRANSFERS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Hand read Resolution 2011-03 in title only.

City Clerk Meeks gave an abbreviated history as it related to Resolution 2006-09 specifically, the Resolution naming the financial institution. The new resolution does not identify the financial institution, it reflects "financial institution" approved by Council; changed to reflect and/or designated Council Member.

Motion by Council Member Henley to approve Resolution 2011-04

Council President Beardslee asked to amend the Motion to include "in addition the Mayor of the City of Edgewood along with a City Council Member, is hereby authorized to transfer electronic funds". Resident Olson questioned whether or not council would want to have the transfer to be done only between funds. Council President Beardslee explained the dual process in place. Mayor Bagshaw explained to resident Olson the pin number process and how it changes every time you sign in. Having no further discussion:

Second by Council Member Powell; the Motion was approved unanimously (3/0).

A. STAFF REPORTS

1. Police Chief Marcus asked why the Collective Bargaining Agreement was not on the agenda. Council President pointed out that Council Member Dowless gave advance notice he would be missing the meeting however, there was concern about having a quorum because of Council Member Bozeman lack of attendance. She noted there is a quorum however, she would abstain from voting. The item will be on the September 20th agenda. Chief Marcus pointed

out that the contract for the red light camera is sitting on a desk at the FDOT office. Council Member Powell said he will follow-up on the matter. Chief Marcus reported on some copper theft within the City and said that they believe it is transients. For this reason, he has authorized overtime to “get on top” of the matter. Chief Marcus said if the problem continues, a day officer will be moved to the night shift. Council Member Powell asked how well is the railroad security working, and Chief Marcus said Orange County Sheriff’s Department is also working on the problem. Chief Marcus also reported on volunteer Phil Finley, who is working with the Chief on the accreditation process, and noted that the City of Edgewood’s accreditation is known statewide.

2. City Clerk Meeks reported that the final Non Ad Valorem Assessment certification has to be forwarded to the County on or before September 15, 2011. She reminded Council that they previously approved the preliminary assessment and that she now needs their consensus to move forward. *It was the consensus of the Council that the City Clerk forward the final Non Ad Valorem Assessment certification to the County.*

MAYOR & COUNCIL REPORTS

Mayor Bagshaw said he wanted the Council to know how much the Police Department is appreciated. He reported on an incident wherein one of the City’s officer sat at the hospital waiting on a corrections officer to arrive. He also reported on an incident that resulted in an officer and reserve officer making an arrest in Belle Isle of an arrestee who had an outstanding warrant in Texas. Council President Beardslee noted that Mayor Bagshaw was with the department during a DUI sweep until 3 a.m. Mayor Bagshaw said he sent Andy Gardiner an email about Holden and Gatlin being on a projects list and wanted to know when “it’s the City’s turn”. Dr. Powell said he will follow-up with Senator Gardiner.

Dr. Henley: No report

Dr. Powell reported there has been some improvement on the right-of-way of CSX, he is still making contact but continues to be told that CSX will “be here”. Council Member Powell said he will continue to work on this. He also noted that he has not heard from Engineer Miller regarding Harbor Oaks, which he thinks was badly engineered because of the curbs. He noted that trucks keep hitting the curb causing damage.

Council President Beardslee reported that several months ago Council approved monies for clean up property on Stratemyer and wanted to know the status. Chief Marcus said there is a lien that has been recorded with the Comptroller’s Office. She asked Mayor Bagshaw if he would talk to the HOA about cleaning up of the property, instead of the City spending more money. Mayor Bagshaw agreed to contact the HOA with Council President Beardslee’s request.

Mayor Bagshaw reported on his discussion with Jerry Reynolds, New Horizon, who said he has not had a raise in a while. The Mayor said that if Council wanted to reconsider the contract, and include

additional work such as clean up of the subject property, Jerry Reynolds is amenable to this. *Council was amenable to Mayor Bagshaw's recommendation.*

There being no further discussion,

Motion by Council Member Powell to adjourn, with Second by Council Member Henley; the meeting adjourned at 7:30 p.m.

**ORANGE COUNTY/EDGEWOOD
SECOND AMENDMENT TO INTERLOCAL AGREEMENT
FOR
FIRE PROTECTION AND RESCUE SERVICES**

This Second Amendment (“the Second Amendment”) to the Orange County/Edgewood Interlocal Agreement related to fire protection and rescue services is made and entered into as of the date of last execution hereof, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (“County”) and the City of Edgewood, Florida, a municipal corporation created and existing under the laws of the State of Florida (“City”).

WHEREAS, County and City previously entered into an interlocal agreement for fire protection and rescue services (“Interlocal Agreement”) dated September 29, 1983; and

WHEREAS, the parties entered into a First Amendment to Interlocal Agreement for Fire Protection and Rescue Services to extend the term of the initial agreement and revise the method of compensation; and

WHEREAS, the parties desire, by this Second Amendment, to modify said agreement to extend its term and revise the term of Interlocal Agreement for Fire Protection and Rescue Services.

NOW, THEREFORE, County and City agree to amend the Interlocal Agreement as follows:

Section 1. Paragraph 3 of the Interlocal Agreement entitled “Compensation and Payment” is hereby amended to read as follows:

COMPENSATION AND PAYMENT

3. The City shall pay to Orange County for the services provided hereunder a sum determined by applying the Urban Fire Protection and Emergency Medical Services municipal service taxing unit, existing in Orange County, to the ad valorem tax assessment roll covering real property within the municipal limits of the City for the years and the percentages listed below. Commencing on October 1, 2011, said sums shall be remitted in two (2) installments, each representing one half of the sum owed by City to County for a given service (Fiscal) year, on or before December 15th and March 15th of each year this Interlocal Agreement is in effect.

<u>Years</u>	<u>Percentages</u>
Fiscal Year 2011-2012	92.5%
Fiscal Year 2012-2013	92.5%
Fiscal Year 2013-2014	93.5%
Fiscal Year 2014-2015	94.5%
Fiscal Year 2015-2016	95.5%
Fiscal Year 2016-2017	95.5%
Fiscal Year 2017-2018	95.5%

If the County changes its funding mechanism for fire services in the unincorporated areas, then the parties agree that they will sit down and renegotiate the fire service rate to assure that City and County residents equitably share the cost of fire service.

Section 3. Paragraph 4 of the Interlocal Agreement entitled “Duties and Level of Service” is hereby amended to read as follows:

DUTIES AND LEVEL OF SERVICE

4. No officer or department of Orange County shall perform for the City any function not within the scope of the duties of such officer or department in performing the same kind of services for Orange County. The level of service shall be the same level of service that is to be provided by Orange County within its Urban Fire Protection and Emergency Medical Services municipal service taxing unit.

Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain in Orange County. In the event of dispute between the parties regarding the extent of the duties to be rendered under this Agreement, the parties shall attempt to settle such disputes through consultation and negotiation in good faith and spirit of mutual cooperation.

Section 3. Paragraph 9 of the Interlocal Agreement entitled “Term of Agreement and Renewal” is hereby amended to read as follows:

TERM OF AGREEMENT

9. The term of this Agreement shall begin October 1, 2011, and end midnight September 30, 2018.

Section 4. Paragraph 10 of the Interlocal Agreement is hereby deleted.

Section 5. Effective October 1, 2011, the provisions of this Second Amendment specifically amend and supersede the provisions of the First Amendment to the Interlocal Agreement for Fire Protection and Rescue Services. All other terms and provisions of the Interlocal Agreement not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, County and City have caused this instrument to be executed on the dates shown below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CITY OF EDGEWOOD, FLORIDA

By: _____

(Print Name)

Mayor, City of Edgewood

Date: _____

ATTEST:

By: _____

City Clerk

ORDINANCE 2011-04

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, ENACTING AND APPROVING OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND THE CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION FOR THE TERM OCTOBER 1, 2011, TO SEPTEMBER 30, 2014; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 447, Florida Statutes, negotiating teams of both the City and the Central Florida Police Benevolent Association successfully negotiated an agreement to be entered into between the City and the Police Benevolent Association; and

WHEREAS, Section 3.14.F of the City's Charter requires that negotiated union contracts shall be enacted by ordinance; and

WHEREAS, the Central Florida Police Benevolent Association is a union; and

WHEREAS, the agreement between the City and the Police Benevolent Association is in the best interest of the police officers and the health, safety, and welfare of the citizens and businesses of Edgewood; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA AS FOLLOWS:

SECTION 1: Enactment of Collective Bargaining Agreement. The collective bargaining agreement between the City of Edgewood and the Central Florida Police Benevolent Association, a copy of which is attached hereto and incorporated herein by reference, is hereby ratified and confirmed for the term of October 1, 2011, to September 30, 2014.

SECTION 2. Conflicts. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. Severability. If any Section or portion of a section of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section, subsection or portion of a Section of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall become effective immediately after its passage and adoption.

PASSED AND ADOPTED this _____ day of October, 2011.

FIRST READING this 7th day of September, 2011.

SECOND READING and adoption this 18th day of October, 2011.

Judy Beardslee, Council President

Ray Bagshaw, Mayor

Malcolm Henley, Council Member

Jim Bozeman, Council Member

Neil G. Powell, Council Member

John Dowless, Council Member

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2011 to September 30, 2014
Ratified v1 7/27/2011

PREAMBLE

This Agreement is entered into, by and between the City of Edgewood, and hereinafter referred to as the "City" or "Employer" and the Central Florida Police Benevolent Association, Inc., hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise during its term concerning the meaning, application, or enforcement of any of its provisions and to establish agreed upon standards of wages, monetary benefits, hours, and other conditions of employment upon which they are earned during the term of this Agreement. It is also intended to set forth the rights, prerogatives, and authority of the City as they relate to employment hours and terms and conditions.

ARTICLE 1

RECOGNITION

- 1.1 Recognition of the Central Florida Police Benevolent Association, Inc. was established by an order of the Florida Public Employees Relations Commission in case Number RC-87-010, recognizing the Central Florida Police Benevolent Association, Inc. as the sole and exclusive bargaining representative agent for a unit composed of all full-time law enforcement personnel in the classification of Police Officer and Police Sergeant as defined by the Public Employees Relations Commission, excluding all other employees of the City of Edgewood.

ARTICLE 2

NON-DISCRIMINATION

- 2.1 Neither the Union nor the City shall discriminate against any employee on the basis of race, color, religion, age, sex, sexual orientation, national origin, or Union membership or non-membership. The use in this Agreement of the designation "he" in referring to an employee shall mean "he" or "she" wherever used.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 It is agreed that the Employer shall have the exclusive right and unilateral authority to determine and from time to time re-determine and direct the policies, determine mode and methods of performing all its work of any sort, without any interference in the management or conduct of the Employer's operations on the part of the Union or any of its representatives. Except as expressly limited by a specific provision of this Agreement, the Employer shall have

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the exclusive right to take any action it deems necessary or appropriate in the management of the City of Edgewood Police Department and the direction of its work force. All rights and functions which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. Such rights exclusively reserved to the Employer shall include, but are not limited to, the right to determine the size and composition of its work forces; to determine work schedules and all methods of police protection and related services; to assign overtime work; to determine the number and types of equipment, processes, materials, products and supplies to be used, operated or distributed; to hire, retire, promote, demote, evaluate, transfer, assign, direct, layoff, recall, reward, reprimand, suspend, discharge and otherwise discipline employees for just cause; to maintain efficiency of employees; to determine job content and qualifications for job classifications; to determine the amounts and types of work to be performed by employees; to establish and change work rules, Standard Operating Procedures and General Orders; to engage in experimental and developmental projects using unit employees; to establish new jobs and to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to use managerial, supervisory or other non-unit employees or part-time/reserve/volunteer personnel to perform work performed by employees of the unit; to determine the assignment of work; to schedule the hours and days to be worked by employees; to permanently or temporarily discontinue, or to sell, convey, transfer or assign all or any part of its facilities, functions, services or other operations; to open new facilities; to transfer or assign employees to new facilities; to make studies of workloads, job assignments, method of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation; to institute, modify or terminate any bonus or work incentive plan; to control and regulate or discontinue the use of supplies, machinery, equipment, vehicles and other property owned, used, possessed or leased by it; to make or change rules, policies and practices not in conflict with the provisions of this Agreement; to introduce new, different or improved methods, means, processes, maintenance, service and operations; and otherwise generally to manage the Police Department, and direct the work force.

- 3.2 In addition to, or in further explanation of those rights of the City of Edgewood set forth above, in its charter, code, ordinances, resolutions, and in State Statutes, the parties specifically acknowledge, and the Union agrees that the City shall:
- A. Have the unilateral authority to hire, and establish and change the procedures for hiring;
 - B. discipline employees for just cause;
 - C. have the unilateral authority to determine what work will be performed, when it will be performed, and by whom it will be performed within the Bargaining Unit;

- D. have the unilateral authority to determine whether work will be subcontracted to a private entity or transferred to another governmental entity;
 - E. have the unilateral authority to require employees to submit to alcohol or drug screening, as part of an otherwise regularly required physical examination, or based upon reasonable suspicion of alcohol/drug use;
 - F. have the unilateral authority to establish and change work schedules, to transfer employees, to lay off employees, and to temporarily or permanently reduce the work force.
- 3.3 If the Mayor determines, in his sole discretion, that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or other emergency conditions, the provisions of this Agreement may be suspended by the Employer for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 4

EMPLOYEE DISCIPLINARY PROCEDURES

- 4.1 A copy of the department Standard Operating Procedures and General Orders will be made available electronically online via the City Intranet, e-mail or a similar type program. Officers shall acknowledge receipt of any and all updates and shall be responsible thereafter for maintaining updates.
- 4.2 Prior to commencement of an investigative interview against a unit member, the unit member shall be provided with a copy of a written statement of the charge(s) which shall identify the person(s) upon whose statement the charge(s) is/are dependent. The Unit member may also review the complaint and all written statements made by the complainant and witnesses immediately prior to the beginning of the investigative interview.
- 4.3 No permanent employee shall be disciplined or discharged without just cause. Discharge of probationary police officers shall not be subject to the grievance/arbitration procedure until after successful completion of the probationary period. Probationary employees who are terminated during this period shall have a right to have a Union representative present during the termination meeting. Prior to the meeting imposing discipline in such cases, the officer shall be relieved of duty and departmental weapons will be obtained.
- 4.4 Whenever an employee is under investigation and subject to interrogation by the Police Department for any reason which could lead to disciplinary action, demotion, or dismissal, such

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investigation shall be conducted under the following conditions in addition to the most current version of FS 112.532 (common name Police Officer Bill of Rights) as enacted by the Florida Legislature:

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required or agreed upon between the parties. The Edgewood Police Department shall make every effort to complete the investigation within 45 days.
- B. The interrogation shall take place either at the office of the investigating officer or in a City of Edgewood building, as designated by the investigating officer or agency.
- C. The employee under investigation shall be informed of the rank, name and command of the person in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one interrogator at any one time.
- D. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the names of all known complaining parties prior to giving a statement to the investigator.
- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal or disciplinary action except for insubordination for refusal to answer a question. No promise or reward shall be made as an inducement to answer any questions.
- G. The formal interrogation of a bargaining unit member, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated bargaining unit member, a copy of any such recording of the interrogation session must be made available to the interrogated bargaining unit member no later than 72 hours, excluding holidays and weekends, following said interrogation.
- H. If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
- I. At the request of any employee under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present during any interrogation whenever the interrogation relates to the officer's

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continued fitness for law enforcement service. The employee will answer all questions truthfully and may be granted reasonable periods of private consultation with their chosen representative. For the purpose of initial training, two (2) Union representatives will be permitted to be present during an interrogation.

- J. When such representative or counsel is not immediately available, the interrogation shall not be postponed for more than seventy-two (72), excluding contractual holidays. During the interview, counsel or representatives may not advise the employee on how to answer questions. The counsel or representative may discuss the incident or the interview with the employee during breaks. Moreover, at the end of the interview, the employee and his or her counsel or representative will be allowed to meet privately for a reasonable period. Thereafter, the employee will be allowed to make any final comments regarding the subject of the inquiry. Any such comments will be tape recorded and if the comments raise additional questions in the mind of the investigator, the investigator may ask follow-up questions in order for the employee to secure representation. Upon the conclusion of any disciplinary investigation with a finding of no probable cause, to proceed with disciplinary action against an employee, or with a finding of probable cause, the employee shall upon request, be provided at no cost with a copy of the disciplinary investigation and disciplinary recommendations.
- K. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any employee unless such employee is notified of the action and the reason or reasons therefore prior to the effective date of such action.
- L. No employee shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this agreement.
- M. A complaint filed against an employee and all information obtained pursuant to the investigation of the complaint shall be confidential and exempt from the provisions of s.119.07(1) until the investigation ceases to be active, or until the Chief of Police or his designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the Department has either:
 - 1) Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
 - 2) Concluded the investigation with a finding to proceed with disciplinary action or to file charges.
- N. The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is

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incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and nonincarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

- O. A breathalyzer test may be administered to any employee who is suspected of being intoxicated while in an on-duty status. If a traffic related offense is committed in an on-duty status or involving the operation of a City owned vehicle, an employee may be ordered to submit to any test designed to determine intoxication or the presence of alcohol or a controlled substance in the body. Furthermore, an employee may be subjected to a polygraph examination designed to determine the truthfulness of his response if any appropriate court determines this to be lawful. Since employees have the right to refuse to submit to a polygraph test, no reference will be made in any document/proceeding concerning the employee's refusal. Polygraph information shall not be used for disciplinary purposes without corroborating evidence. Only relevant questions to the issue at hand will be asked. Reports of such tests and/or examinations will be made a part of the investigative files.
- P. Neither the City or its appointed officers or employees, nor the Union or unit members will, at any time, make public statements regarding disciplinary proceedings in progress against an employee.

An employee may be relieved of duty for investigation of alleged violation(s) or may be reassigned, including reassignment to the employee's home, during the pendency of the investigation. If so relieved the employee shall respond to all phone calls and be able to arrive at the police department building within forty five (45) minutes, during business hours (8 a.m. to 5 p.m.), Monday through Friday. The employee shall remain on full salary until such time he or she is recalled and/or disciplinary action is served.

- Q. An employee under investigation or having pending criminal charges may be relieved of duty or may be relieved of police powers and/or be reassigned to reasonable alternative departmental duty during the pendency of the disciplinary process. The relief from duty for pending criminal charges may be without pay.

An employee who is arrested or charged with a felony or designated misdemeanor under Section 943.13, Florida Statutes, who is not terminated, may be reassigned to reasonable alternative departmental duty or may be relieved of duty without pay. The employee may be required to remain in a relieved without pay status until a final court disposition is rendered. Said employee may use any accrued Personal Leave or Compensatory Time during this period.

An employee who is convicted of a felony or designated misdemeanor, under Section 943.13, Florida Statutes shall be terminated and shall not be entitled to any back pay or benefits for any period of relief of duty pursuant to this section.

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Any employee relieved of duty pursuant to this section who is convicted or pleads guilty or nolo contendere to a lesser offense, or who otherwise plea bargains his case, and is therefore not convicted, nor has pled guilty or nolo contendere to a felony or designated misdemeanor, under Section 943.13, Florida Statutes, may be fully restored to duty, but may not be entitled to any back pay or benefits for any period of relief of duty pursuant to this section.

Any employee relieved of duty pursuant to this section who is completely acquitted of all charges (or has all charges dropped) related to the felony or designated misdemeanor under Section 943.13, Florida Statutes, will may be fully restored to duty with all back pay and benefits for the period of relief from duty, except for such discipline imposed against the employee in accordance with this Article.

- R. The findings of internal affairs investigations shall be labeled "sustained" (guilty as charged), "unfounded" (not guilty), "not sustained" (without merit) or "exonerated" (act was legal). No other terminology may be used.
- S. Only "Sustained" findings will be inserted in an employee's personnel file. Said findings shall be removed after one (1) year from the employee's Personnel File and placed in the Internal Affairs disciplinary file which will be retained in accordance with Florida State Statutes or as otherwise legally provided by law. Files shall include computer records, whether on disks, or on hard drives. For the purposes of recommending discipline for a sustained violation, the employee's supervisor(s) shall only receive a printout of the employee's past sustained un-purged violations.
- T. An employee may be terminated for refusing to submit to an examination by any device or scientific technique designed to test for intoxication or presence of controlled substance at any time.
 - (1) Such examinations shall only be required based upon competent evidence, and/or sworn statements, and/or physical observations establishing reasonable suspicion.
 - (2) Such examinations may be requested by a Sergeant and if approved by the Chief of Police, may be ordered by a Sergeant or higher.
 - (3) The initial screening for controlled substances shall be by urinalysis. If this screen reflects positive, such further tests shall only be performed by GCMS or equivalent qualitative and quantitative method.
 - (4) The examination shall not be postponed for the attendance of the employee's counsel or representative.

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- U. The charges "conduct unbecoming an officer," "incompetence" and "carelessness," must contain the specific details of the charged conduct.
- 4.5
- A. Violations of Regulations:

In that Regulations are standards of conduct, members and employees will be held accountable for violations of Regulations. Initiation of investigations of alleged violations of Policies or Regulations will be documented in the form of an Initial Notice of Inquiry (I.N.O. I.).
 - B. Violations of Other Written Directives:

In that General Orders, Policy and Procedures, Supervisory Directives and Special Orders are work rules, violations of these Directives will be documented in the employee's supervisory notebook.
 - C. Types of Discipline:

For one (1) violation, there will be one (1) type of discipline. The types of discipline shall be as follows:
 - 1. Oral Reprimand
 - 2. Written Reprimand
 - 3. Suspension Without Pay. At the employee's discretion and with the Chief's approval he or she may forfeit accrued personal leave in lieu of a suspension without pay provided that no indebtedness to the City occurs. Furthermore, forfeiture of Personal Leave in lieu of the first twenty-four (24) hours of suspension without pay is with the concurrence of the Chief of Police.
 - 4. Demotion
 - 5. Termination
 - D. Progressive Discipline:

Discipline will be consistent and progressive for similar or substantially similar violations. An employee's prior discipline history and the seriousness of the offense will be important factors in determining discipline. Nothing herein prevents discipline or discharge on the first occurrence depending on the nature of the offense.
 - E. Recommendations for Discipline:
-

- Recommendations as to the appropriate discipline will be requested from the employee's chain of command.
- 4.6 The disciplines of oral reprimand, written reprimand and termination shall be invoked immediately. All other disciplines shall be invoked at the conclusion of the grievance procedure (excluding arbitration).
- 4.7 Any employee who is summoned before a departmental investigator or internal affairs during his off-duty hours will be compensated at the appropriately established rate for those hours actually spent in attendance.
- 4.8 All employees have the right to inspect and make notes of their individual public records during normal administrative office hours and no public records will be denied inspection by the Employer.
- 4.9 Discipline and discharge shall only be grieved through the Grievance Procedure, as outlined in Article 24.

ARTICLE 5

SAFETY AND HEALTH

- 5.1 The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.
- 5.2 Employees covered by this Agreement shall not be required to use a vehicle or piece of equipment reasonably deemed unsafe as provided herein. With respect to vehicles, the term reasonably safe shall relate to brakes, tires, lights, police emergency flashers, horns, sirens and/or steering.
- 5.3 Whenever an employee covered by this Agreement determines that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to him or herself or to the public, or both, he or she shall immediately inform his supervisor. If the supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe.
- 5.4 If the unsafe equipment is a vehicle and the nature of the unsafe condition is such that it should not be driven, the vehicle may be dead lined at the location where it is deemed unsafe. In no case will police vehicles or equipment be left unattended at a place other than the Police Department or repair facility. However, if the nature of the unsafe condition is such that the vehicle can be driven to a place of repair by the employee without hazard to himself or the public, he or she shall do so. The employee's

supervisor will be notified prior to any action. The supervisor will contact the Chief of Police or his Designee who will make final determination as to what action will be taken.

- 5.5 Officers unassisted will not be required to transport persons detained in a vehicle not equipped with a cage, except in an emergency, and then the transporting officer will be assisted by another officer.
- 5.6 Each sworn Bargaining Unit member assigned patrol division duties prior to commencing his tour of duty shall be assigned an operable portable radio.
- 5.7 No less than semi- annual firearms qualification for sworn officers will be provided by the City. Upon request, an employee shall be issued four (4) boxes of standard 9mm ammunition each annual quarter for firearms practice on an employee's own time.
- 5.8 Domestic animals may be transported, in a patrol vehicle, when the animal control officer is not available and transport is necessary for the health and safety of the animal or the citizenry.

ARTICLE 6

RESIDENCY REQUIREMENTS

- 6.1 There are no specific geographic location requirements for employees to reside. Employees must be able to respond to their regular work assignment location within forty-five (45) minutes when in an active on-call/recall status.

ARTICLE 7

BULLETIN BOARDS

- 7.1 The Union will be allocated a reasonable location in the Police Department for a bulletin board for posting of Union material.
- 7.2 Such bulletin board space is allowed for the Union for the purpose of posting Union business and information such as: notices of Union meetings, elections and recreational and social activities.
- 7.3 The Union shall not post any materials which are obscene or defamatory, which impair the operations of the department in the opinion of the Chief of Police, or which may reflect badly on the City of Edgewood, its elected officials, appointed officials or employees.

ARTICLE 8

SENIORITY, LAYOFF AND RECALL

- 8.1 Seniority shall be determined by continuous service in the Edgewood Police Department, calculated from the first day of most recent full-time paid service.
- 8.2 Employees with the same first day of full-time paid continuous service as defined herein shall be assigned to the seniority list by alphabetical listing of their last name.
- 8.3 On a semi-annual basis, the City shall provide, at cost of reproduction established pursuant to Florida Statute 119.07(1) (s), such copies of the personnel list roster as the Union shall request. The roster shall contain names, job title and seniority date of all bargaining unit members.
- 8.4 An employee who resigns, retires, is terminated, or is permanently laid off and has not been recalled for six (6) months, or who fails to report for work within ten (10) days of receipt of notice of recall or return to work within three (3) days after a leave of absence or fails to report to work for three (3) consecutive work days without approved leave, shall lose his seniority and failure to respond as above shall be considered an abandonment of his position by the employee.
- 8.5 In the event personnel reduction is necessary, employees shall be selected for layoff in accordance with the following procedures:
 - A. The first employees to be laid off shall be probationary employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job which they are filling.
 - B. The next employees to be laid off shall be permanent employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job for which they are filling.
 - C. Any employee who is to be laid off shall be compensated in full for all accrued wages, accrued compensatory time, and accrued personal leave benefits.
 - D. Any employee who is laid off, who had advanced to his present classification from a lower classification in which he or she held non-probationary appointment, shall be given the opportunity to displace a less senior employee in the lower classification at the pay rate of that lower classification in the same department.
 - E. In the case of an employee bumping down to a lower classification, the Chief may protect a position in that classification irrespective of seniority.

- 8.6 Employees on layoff status with seniority rights have preference to recall. In the event an employee is to be recalled the employer shall notify him by registered mail not less than ten (10) days prior to the date he or she is to report for duty. Failure of an employee to keep the employer informed of this current address shall relieve the employer of all responsibility with regard to the notification time frame. An employee who fails to report for duty as scheduled on recall from a layoff shall be considered to have voluntarily terminated his employment unless such employee has timely notified the Employer in writing, and is excused in writing from duty by the Police Chief. Employees recalled after layoff shall be reinstated at their last position prior to the layoff if this position is still available and retain their seniority if the layoff does not exceed six months in length.
- 8.7 Employees will have a one (1) year probationary period. Probationary employees who have not successfully completed their probationary period may be terminated without recourse to the grievance or arbitration article(s) herein. On satisfactory completion of his probationary period, the newly hired employee's seniority dates from his first day of most recent full time paid services.

ARTICLE 9

WAGES

- 9.1 This Contract includes all sworn, non-appointed members of the Edgewood Police Department. Members in the classification include Police Officer and Police Officer Sergeant. The position of Police Officer shall have a minimum base starting salary of \$18.35 hourly (\$38,168.00 annually).
- 9.2 For fiscal year October 1, 2011 to September 30, 2012 the following wage adjustments shall be made:
- Each Police Officer and Police Officer Sergeant employed on or before October 1, 2011 by the Department shall have their base pay raised by four (4) percent.
- 9.3 For fiscal year October 1, 2012 to September 30, 2013, the following wage adjustments shall be made:
- Each Police Officer and Police Officer Sergeant employed on or before October 1, 2012 by the Department shall have their base pay raised by two (2) percent.
- 9.4 For fiscal year October 1, 2013 to September 30, 2014, the following wage adjustments shall be made:
- Each Police Officer and Police Officer Sergeant employed on or before October 1, 2013 by the Department shall have their base pay raised by two (2) percent.

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- 9.5 Employees who are required to work in a higher classification, due to a supervisor's absence shall be paid at the next higher grade for each hour worked, after forty (40) hours of such work.
- 9.6 An annual longevity payment based on years of continuous service shall be paid to current bargaining unit employees. Payment of the Longevity sum shall be made annually on the first pay period in December. A separate check for the Longevity pay shall be issued annual by first Thursday of November. The following schedule of payment commencing October 1, 2008 will be used:

Longevity Payment Schedule

Years of Service	Amount
1 to less than 3 years	\$ 200
3 years to less than 5 years	\$ 400
5 years to less than 7 years	\$ 800
7 years to less than 9 years	\$ 1,000
9 years to less than 10 years	\$ 1,200
10 years to less than 12 years	\$ 1,400
12 years to less than 14 years	\$ 1,600
14 years or more	\$ 1,800

- 9.7 Bargaining unit employees who are Field Training Officer's (FTO) shall be compensated at the rate of two dollars (\$2.00) for each hour they perform the duties of a Field Training Officer. This compensation shall be paid on a bi-weekly basis.

ARTICLE 10

WORK WEEK AND WORK SHIFT

- 10.1 The standard payroll work week shall begin at 0000 hours Sunday and end at 2400 hours Saturday, which period shall be referred to as the standard work week.

The City agrees employees covered by this Agreement shall be scheduled to eighty-four (84) hours in a two-week pay period. In addition, management has the right to establish line-up time for officers and sergeants assigned to patrol. Line-up time for police officers will not exceed fifteen (15) minutes and for sergeants will not exceed thirty (30) minutes per shift. Personnel assigned and scheduled shall be paid straight compensatory time for all hours while attending line-up. Any work performed during the line-up period, other than shift briefing and preparation for work, is considered time worked for overtime purposes.

Normally, employees shall be scheduled a minimum of two (2) consecutive days off during each work week. The Traffic/Relieve Unit shall change days and hours as needed to cover days off.

- 10.2 Each employee shall be entitled to a paid meal period of thirty (30) minutes during his regular work shift, work load permitting.

Employees shall be allowed a fifteen (15) minute rest period during the first half of the work shift and fifteen (15) minutes during the second half of the work shift, work load permitting.

- 10.3 For the purposes of this Agreement, a shift means the time during which an employee is scheduled on duty. A regular work day shall be eight (8) hours, ten (10) hours or twelve (12) hours as determined by the Chief of Police.

- 10.4 Except for the Traffic/Relieve Unit or probationary employees in field training, no employee shall be required to work a split shift. All employee(s) will be entitled to at least eight (8) hours off-duty time prior to returning to work subject to operational needs.

- 10.5 Employees covered by this Agreement shall be considered on duty for those hours actually worked under the supervision of the department and while performing police functions during off-duty time by approval of the Chief of Police.

- 10.6 It is understood that daylight savings time change will cause the time clocks to be advanced one (1) hour during the spring of each year. The City agrees that employees working during the actual time period when the clocks are advanced will be paid as time worked for the one (1) hour loss from the standard work shift.

- 10.7 Except as provided in this Agreement or in operational emergencies, an employee will not be required to adjust his scheduled hours, shift or days off from those scheduled with less than three (3) calendar days advance notice.

- 10.8 The City agrees to make every reasonable effort to have bargaining unit member's bi-weekly payroll checks available for pickup by 1700 hours on the first Wednesday following the close of the payroll period.

ARTICLE 11

OVERTIME

- 11.1 Employees shall be required to work overtime when ordered Overtime shall be scheduled in accordance with departmental Standard Operating Procedures and administered in accordance with the provisions of this Agreement.

- 11.2 For the purpose of overtime computation, holidays, personal leave, bereavement leave, voting time, blood donor time, jury duty, on-call status, line-up time, court standby time, standby time, compensatory leave, off duty attendance at grievance hearings requested by the Grievant, the Union or hearings called by a Grievance Board, and annual military leave from duty on active pay status, shall not be construed as time worked. Any time spent for therapy or treatment for an on-the-job injury or illness, which occurs during an employee's regular shift, shall be considered as time worked for overtime purposes.
- 11.3 All hours actually worked by sworn officers in excess of eighty-six (86) hours during a fourteen (14) day work cycle shall be paid at the rate of time and one-half (1 ½) of their base hourly wage or time and one-half (1 ½) compensatory time at the discretion of the Chief of Police.
- 11.4 Compensatory time earned shall be documented and shall be used at the convenience of the employer subject to the needs of the department. Compensatory time shall be used, or paid for, at the pay rate at which it was earned. At the end of sixty (60) days, compensatory time in excess of eighty (80) hours shall be paid to the employee.

ARTICLE 12

EXTRA TIME PROVISIONS

- 12.1 Call Back Time
- A. An employee called back to work after regular working hours shall be paid for actual hours worked. However, the employee shall receive a minimum equivalent to two (2) hours of straight time pay or straight compensatory time at the employer's option.
- An employee recalled during a period for which he has already received the two hours minimum call back equivalent shall be paid for only additional actually worked beyond that minimum.
- Employees in an on-call status shall start their call back status period when the employee enters his vehicle and checks "in-service" on the radio. The call back period will end upon direct return to the residence and the employee checks "out of service" via radio.
- B. When an employee is called back to return departmental property or to correct or resubmit improperly completed reports, correspondence or legal processes, the minimum provision of Section A of this article will not apply, and the employee will be compensated only for those hours actually worked.

12.2 Standby Duty

- A. Standby duty on-call time is defined as the period in which the employee is ordered by the Police Chief, or his designee, to be readily accessible by telephone at his/her place of residence, and not performing actual work, but in readiness to perform actual work when the need arises.
- B. Such standby time, when the employee is not actually working, is not considered time worked, but is compensated at the rate of two-tenths (2/10) hour for each hour of standby duty. This time may be paid or taken in compensatory time at the employer's option.

12.3 Employees will receive compensation for training at their base hourly rate of pay when required by the department to attend training during off-duty hours. As conditions of employment, officers must periodically train or be retrained or qualify in baton or ASP, firearms qualification, radar certification or re-certification, chemical tests for intoxication, refresher and initial training, and such other remedial training as required and if such training occurs during off-duty hours it shall be compensable as time worked. This provision shall not apply to training or attendance at any police training programs that may be required to obtain or retain certification for employment or qualify for any additional compensation available by law, unless the member is ordered to attend.

12.4 An employee ordered to attend any previously scheduled meeting that occurs outside of regular working hours shall be compensated for actual hours worked. However, the employee shall receive a minimum equivalent to two (2) hours of straight pay or straight compensatory time at the employer's option. The two (2) hour minimum shall not apply when the meeting is scheduled to begin within one (1) hour of the start or end of employee's shift. In such case the employee's shift will be extended and the employee paid for actual time worked.

ARTICLE 13

COURT TIME

13.1 Off-duty officers responding to legal process issued by competent legal process resulting from performance of duties will, when actually required to appear to testify in court or for State Attorney's investigation, in response to said process, intakes and depositions, while in an off-duty status, and not within one (1) hour of the end or start of a scheduled work shift, shall be paid a minimum of three(3) hours straight time pay or compensatory time at the employer's option; Members attending court within one (1) hour of the end or start of a scheduled work shift, shall receive a one (1) hour minimum payment. However, time spent beyond the actual one (1) hours will be calculated in

quarter (.25) of hours for these hours or portions thereof actually present at the legal proceedings, as verified by a court official or the State Attorney's office.

- 13.2 Employees shall be required to endorse over to the City any subpoena fees legally due them for court appearances on duty.
- 13.3 Employees must sign and place the actual time on the appearing certification form or other appropriate form, for documentary purposes.

ARTICLE 14

PERSONAL LEAVE

- 14.1 Personal Leave is paid time off granted to an employee for purposes of taking planned vacations, dealing with personal business, and recovering from illness or injury. Personal Leave may also be requested to attend to an incapacitated member of the employee's immediate family. It may also be used to supplement Workers' Compensation benefits.

Accrued Personal Leave is personal leave earned that is unused at any given time. It shall begin to accrue from the date of appointment as a Probationary Police Officer with the Edgewood Police Department. An employee shall not accrue Personal Leave during a pay period if in a non-pay status during the entire pay period (two {2} week posting cycle). Personal Leave shall not be authorized or taken unless it has been accrued by the employee.

An employee shall accrue Personal Leave as follows:

From employment to second anniversary:	5 hours per pay period
Over two (2) years up to seventh anniversary:	6 hours per pay period
Over seven (7) years up to seventeenth anniversary:	8 hours per pay period
Over seventeen 17 years	9 hours per pay period

- 14.2 Bargaining unit members may use Personal Leave of five (5) days or more to be scheduled at their option, subject to prior approval of the Chief of Police or his designee. Approval or disapproval must be communicated to the employee no less than sixty (60) days prior to the effective date of the employee's scheduled personal leave, provided the employee submits his request not less than ninety (90) thirty (30) days prior to the scheduled effective date.
 - 14.3 Employees shall continue to accrue Personal Leave while in any authorized paid leave status except for illness or injury occurring off-duty and not in the line-of-duty. Employees on suspension without pay shall not accrue Personal Leave during the period of suspension.
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- 14.4 The maximum number of Personal Leave hours employees may accrue at any one time is 240. Any Personal Leave time in excess of the 240 hours will be forfeited as of October 1 of each year. However, any such forfeiture shall be paid to the employee if the following occurs:
- A. The employee requests to use Personal Leave at least 90 days prior to October 1, so as to not cause the balance to exceed 240 hours, and;
 - B. Such request is denied by the Chief of Police or his designee.
- 14.5 Employees leaving the employment of the City shall be paid for all accrued, but unused Personal Leave. Such payment shall be at the employee's current rate of pay. This provision shall not apply to an employee whose employment is terminated, who voluntarily terminates employment while there is a pending internal investigation or who terminates employment while awaiting disciplinary action to be served.
- 14.6 If the City proposes to cancel a bargaining unit member's approved scheduled Personal Leave (for annual personal leave purposes) and the member will suffer an economic loss, the City shall reimburse the member for any loss for commercial travel and lodging expenses. The member must:
- A. Notify the City at the time of cancellation notification that an economic loss will occur;
 - B. Make all reasonable attempts to recover expenses; and
 - C. Provide the City with documentation of the economic loss.
- 14.7 Personal Leave may not be used in less than one-quarter (1/4) hour increments.
- 14.8 When an employee dies while employed by the Department, his/her estate shall receive the cash equivalent of the value of all Personal Leave/Compensatory Time accrued by the employee at the time of death.
- 14.9 Payment of any accrued Personal Leave time shall be subject to repayment of any outstanding indebtedness owed to the City.
- 14.10 An employee resigning from City employment, unless otherwise eligible under Section 14.5, shall not be granted payment for accrued Personal Leave. An employee shall not lose any Personal Leave accrued if transferred to another City position.

ARTICLE 15

JOB-CONNECTED DISABILITY

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- 15.1 Employees shall be entitled to all rights afforded under the Florida Workers' Compensation Law. Furthermore, while on a job connected disability leave, employees shall be entitled to all benefits as described by City Policy and/or EPD Policies and Procedures.
- 15.2 The Interim Disability Committee will be appointed by the Chief of Police for the purpose of considering requests for restoration of leave used for on the job injuries. The Interim Disability Committee's function shall be to determine whether a bargaining unit employee was injured in the line of duty and to submit these findings to the Chief of Police in accordance with the provided guidelines and current Policies and Procedures. The composition of the Committee shall consist of three (3) representatives of the Department. The Chief of Police shall have the right to remove any member of the Committee that he or she has chosen. The City agrees that at least one (1) members of the Committee will be a bargaining unit member chosen by the Union.
- 15.3 An Employee may, due to medical incapacity to perform his regularly assigned job function, request a "restricted duty" assignment in accordance with Edgewood Police Department Policy and Procedure.
- Employees placed on restricted duty assignments shall not be eligible for pay beyond their base pay and shall not continue to receive "extra" pay as provided in this agreement, e.g., line up pay, uniform allowance (if the restricted duty assignment extends beyond a thirty (30) day period) after the employee is so assigned. This provision shall not apply to employees injured while on-duty or in the line of duty.
- 15.4 The City agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.
- 15.5 Employees assigned to restricted duty assignments may, at the Police Chief's discretion, carry their weapon and ID.
- 15.6 Members shall not be terminated, if injured in the line of duty, until such time as the Police Pension Board acts to grant or deny a pension. Failure to apply for a pension the earlier of reaching maximum medical improvement (MMI) or twelve (12) calendar months following the date of such injury shall render this section inapplicable.

ARTICLE 16

PUBLICATION OF THE AGREEMENT

- 16.1 The parties agree to execute duplicate originals of each Article and the Union will undertake the responsibility of printing the necessary number of copies of this Agreement for the employee distribution.

ARTICLE 17

LEAVES OF ABSENCE

- 17.1 Upon recommendation of the Police Chief, leaves of absence without pay, including those for the purpose of entering upon a course of training or study calculated to improve the quality of service, may be granted. No benefits accrue during the period of the leave, except as required by law.
- 17.2 All applications for leaves of absences without pay must be approved by the Chief of Police.
- 17.3 An employee granted a leave of absence, upon the termination and/or expiration of the leave, will normally return to the same job classification and rate of pay currently in effect for that classification.
- 17.4 Military leave shall be granted in accordance with Florida and Federal law.
- 17.5 Except in an actual or declared emergency recall to duty, the employee if possible shall give thirty (30) days' notice to his supervisor that his Reserve Training duty will occur on the specific dates.
- 17.6 For annual "two week training" a copy of the employee's military orders for the period of Military Leave shall be attached to the department payroll. Employees on Military Leave shall be shown on payroll as "ML" (Military Leave).
- 17.7 Such leaves shall not exceed twelve (12) months. If the Chief of Police determines that an operational emergency exists which requires the cancellation of a leave of absence, the employee shall be given ten (10) calendar days' notice of the City's intent to cancel the leave. The employee may elect to return to work at any time during this ten (10) day period; however, if he or she should fail to return to work or obtain an extension of time to return, the employee will not be assured that a vacancy exists upon his return from leave be considered as having abandoned his position and will be terminated.

ARTICLE 18

INSURANCE

- 18.1 The City shall provide medical insurance benefits currently established for Bargaining Unit employees at no cost to the employee for the duration of this Agreement.

- 18.2 For the duration of this Agreement, dependent coverage benefits will be made available to employees at the employees' expense, and the City will defray the cost for HMO dependent coverage in the amount 50% (or higher) per month.
- 18.3 The City shall provide life insurance for sworn officers in the Bargaining Unit as same is required by law.
- 18.4 The City shall ensure two members of the Bargaining Unit continued membership on the City Employee Benefit Advisory Committee. One member representative shall utilize the "family plan" coverage and the other member shall use only "employee only" plan in order to ensure various views of usage.

ARTICLE 19

PENSION

- 19.1 The City of Edgewood agrees to maintain participation for Bargain Unit member's retirement plan within the Florida Retirement System.

ARTICLE 20

EDUCATIONAL INCENTIVE

- 20.1 Employees are encouraged to attend institutions of higher learning. Employees who are attending college may be allowed to attend job-related degree seeking college courses as approved by the Chief of Police while in an on-duty status by using personal leave and/or compensatory time, workload permitting, subject to the approval of the Chief.
- 20.2 The City will reimburse employees with two (2) or more years of service and in good standing attending job-related college courses, in an accredited degree seeking program as approved by the Chief for the cost of tuition, books, and fees up to \$2,000.00 annually upon satisfactory proof of payment for tuition, books, fees, and that the course has been completed \ with a final passing grade of a "C" or better.

Reimbursement for educational expenses will be made within ten (10) business days after receipt of the request by the City Clerk

- 20.3 Employees receiving educational incentive funds shall be required to repay the City on a prorated basis if they voluntarily leave the employment of the City within two years of the date of the last reimbursement.

ARTICLE 21

EQUIPMENT ISSUE AND CLOTHING ALLOWANCE

21.1 The following articles will be issued by the City to each sworn employee:

- 1 protective ballistic vest
- 1 protective traffic vest
- 1 agency approved issued firearm
- 1 ammunition

In addition to the above listed items the City shall provide any other equipment and necessary for the officer to do their job.

- 21.2 The cost of maintenance of these articles shall be paid by the employee. The City will replace, at its cost, such items when such replacement is necessary in the City's discretion; however, replacement will not be unreasonably denied.
- 21.3 Upon termination of employment, the articles will be surrendered by the employee in like condition as when issued, however reasonable wear and tear is normal and will be expected.
- 21.4 In the event an employee or leaves the employment of the department, he or she shall return all uniforms and safety equipment to the department before receiving his final paycheck.
- 21.5 Uniforms, equipment, and non-clothing personal items damaged beyond normal wear and tear in the performance of duty, including glasses, contacts and watches, but not jewelry or watches valued in excess of fifty dollars (\$50.00), shall be repaired or replaced by the City. Claims will be presented in accordance with procedures set forth in current Standard Operating Procedures. Negligently damaged or lost articles shall be replaced by the employee.
- 21.6 Members of the Bargaining Unit shall be paid forty-five dollars (\$45.00) per month clothing allowance for uniforms and maintenance of equipment.

ARTICLE 22

PROMOTIONS

The Chief of Police, recognizing that the promotion potential for officers is limited due to the size of the agency, shall take definitive action toward the development and implementation of a career development program within the agency. Within thirty (30) days of the ratification of this contract by

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all parties the Chief of Police shall appoint a committee to be titled the Officer Career Development Program Committee. This committee shall include the Mayor of Edgewood and be composed of at least one officer holding the rank of sergeant (who shall be the chair of the committee) and at least two non-ranking officers. The purpose of this committee shall be to develop a career development program proposal for consideration by the Chief of Police and Mayor. The Committee shall be responsible for ensuring that all agency sworn personnel are aware of its mission and that input is solicited from all agency personnel. Upon implementation of an Officer Career Development Program the committee shall be abolished.

The Committee shall ensure that a program proposal is submitted for consideration within a period of time not to exceed one hundred and eighty (180) days from the date of the establishment of the committee. Overtime shall be approved for committee members while working on the committee to ensure that: 1) The proposal is completed in a timely fashion and 2) Personnel resources are not removed from routine patrol in the City. The Committee shall be authorized to meet as deemed necessary by the Committee Chairman and agency resources shall be made available as necessary.

The City agrees to provide funding for the Officer Career Development Program upon implementation of the Program within reasonable limits under the following conditions: 1) The Program must provide realistic, attainable goals for the officers; 2) The Program must provide incentive for officers to make their career at the Edgewood Police Department; 3) The Program must provide a realistic implementation period so as to not cause an undue strain upon the fiscal resources of the City; 4) The Program shall replace any and all other similar type programs currently in place at the agency.

If at the completion of the committee's efforts the City and Union cannot agree on an acceptable replacement program the following program as included in previous collective bargaining agreements shall be put back into place:

- 22.1 The purpose of this article is to establish a fair and impartial procedure to select qualified individuals for promotions.
- 22.2 After a period of one (1) year from date of appointment, those probationary police officers who are in good standing with the Department shall be promoted to the rank of Police Officer Second Class.
- 22.3. After a period of one (1) year from date of appointment, those Police Officers Second Class who have completed Department approved training courses(s) totaling at least forty (40) hours since last rank certification and are in good standing with the Department shall be promoted to the rank of Police Officer First Class. If an employee, after making good faith effort(s) is unable to attend a required course because of operational needs or the course is full, the employee will have his rank certification and rate of pay retroactively adjusted to the proper date upon successful completion of the course. Officers/Sergeants on restricted duty will be given equal consideration when requesting training classes.

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- 22.4 Police Officers First Class with at least one hundred and eighty (180) days worked in that class and in good standing with the Department as of the day(s) testing commences will be eligible to compete in any subsequent Promotional Sergeant test administered by the Department.
- 22.5 A minimum of one hundred and eighty (180) days of on the job performance in the appropriate grade is required for each rank promotion. Officers eligible for advancement to the ranks of Police Officer Second Class, Police Officer First Class and Probationary Police Sergeant, who are in a restricted duty capacity, will be eligible to advance to the next pay grade on their rank anniversary date provided the following requirements are met:
- A. Days worked in restricted duty and/or full duty total the minimum one hundred and eighty (180) days on the job performance.
 - B. All other good standing requirements are met.
- 22.6 After a period of one year from date of appointment, those Probationary Police Sergeants who have completed the C.J.S.T.C. certified training course entitled "Line Supervision" and are in good standing with the department shall be promoted to the rank of Sergeant.
- 22.7 The criteria for "good standing" with the Police Department shall be as follows:
- A. No evaluation grade of "unacceptable" for any category on the performance appraisal preceding appointment to the higher rank.
 - B. No more than three separate I.N.O.I.'s leading to sustained disciplinary violations or any number of discipline(s) that result in suspensions totaling more than 16 working hours (served or forfeited), or any demotion, within twelve months prior to the date of the appointment to the higher rank.
- 22.8 Whenever a promotion is withheld due to an employee's failure to meet any requirement specified in Article 22, the effective date of the employee's promotion shall be in accordance with the following schedule provided that all other requirements continue to be met.
- A. Minimum service requirement - the date on which the employee completes his 180th day of service in accordance with Article 22.5.
 - B. Training course requirement - the date on which the member successfully completes the required training courses in accordance with Articles, 22.3 and 22.6. Officers on Paid Relief from Duty may be allowed to attend any course needed for promotion.

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- C. Disciplinary requirement - one year from the initiation date for number of I.N.O.I.'s or hours of suspension of the I.N.O.I. which prevents the employee from being considered in good standing in accordance with Article 22.7. For demotions of ninety (90) days or less an employee will not be eligible for promotion for one (1) year from the ending date of the employee's demotion. I.N.O.I.'s that are pending, prior to certification, must be finalized before certification can be completed.
- 22.9 The Department will administer a job-related examination for the rank of Probationary Police Sergeant when the Chief of Police determines an examination is needed to create an eligibility list. At least one sergeant who is a member of the bargaining unit will be selected by the Department to assist in the review of the test material.
- 22.10 The Department, not less than sixty (60) days prior to the examination shall announce the following:
- A. The date and place of the examination and the number of test questions.
 - B. The method by which the examination's passing score will be determined.
 - C. Areas covered by the examination.
 - D. Sources from which examination questions are drawn. A Master Set of source materials will be available for review in the office of the Chief of Police.
 - E. Eligibility requirements and cut-off date for sign-up.
 - F. Reference material and sources for study purposes which will assist officers in preparing for the examination.
- 22.11 The Chief of Police will impanel a promotional board for the rank of Probationary Police Sergeant when the Chief of Police determines that a vacancy needs to be filled. The Promotional Board shall consist of the Chief of Police or a designee of his choice, two law enforcement supervisors from area agencies and the Mayor or a City Council Member designated by the Mayor.

The Promotional Board shall use the following scoring requirements:

- A. Promotional Board questions with a score of 0 to 100.
- B. Past two (2) years performance evaluation scores of 0 to 100.
- C. Written examination with a score of 0 to 100.
- D. The total score will be divided by 3 for a possible average score of zero to 100 for a candidate Overall Score.
- E. If a candidate fails to meet a 75 or higher, in any scoring category, the candidate will not be qualified for promotion.

An Oral Review Board will submit a similar number of questions to each candidate with a possible score of 100.

Candidates obtaining a score of 75 or more shall be placed on the promotional list. Those on the list are qualified for promotion provided they are in good standing with the department and meet necessary service requirements at the time of promotion. This list shall remain in effect for a period of twenty-four months from the date of its certification by City Council.

22.12 In making promotions, the Department will select from a pool of candidates on the promotional list. The Department shall select from the top three (3) scores. The list of persons eligible for each individual promotion will be adjusted prior to each subsequent promotion. If more than one position is being filled during the same time frame, the list of eligible candidates will be revised following each selection.

22.13 Approval for Promotions

The Chief of Police shall forward the recommendation for promotion to the Mayor of the City of Edgewood. If the Mayor approves, the Mayor shall forward the recommendation for promotion to City Council. Upon approval of City Council, the promotion to probationary sergeant shall then become effective.

22.14 Probationary Status for Sergeants

Probationary Sergeants shall have a probationary status of one year. Failure to obtain an overall rating of "Acceptable" performance rating will be grounds for removal from Probationary Sergeant. Probationary Sergeants shall attend a "line supervision" course during the probationary period.

22.15 Lack of Qualified Candidates for Promotion to Probationary Sergeant.

If the Department has no eligible or qualified candidates for promotion to the rank of probationary sergeant, the Department may advertise the position of sergeant outside the department. The Chief of Police shall make a recommendation to the City Council for approval of hiring a sergeant from outside the department. A sergeant hired outside the department shall start at Grade 22 a salary as established in Article 9. At the discretion of the Chief of Police, a sergeant hired outside the department with 5 or more years of continuous law enforcement experience as a supervisor shall start at Grade 23 at a salary as established in Article 9. A sergeant hired outside the department shall serve an initial probation period in the same manner and the same terms (except the field training program) as all other bargaining unit employees.

22.16 The actual promotion of one individual over another in any promotion shall not be subject to the Grievance Procedure.

ARTICLE 23

VOTING

- 23.1 During a primary, special or general election an employee who is registered to vote, whose hours do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or after the regularly scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 24

GRIEVANCE PROCEDURE

- 24.1 Members of the Bargaining Unit will follow all written and verbal orders given by superior officers even if such orders are alleged to be unlawful or in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein.
- 24.2 A grievance is a claimed violation of a specific term of this Agreement, to include but not be limited to a means of appeal for imposed discipline or discharge.
- 24.3 No grievance will or need be entertained or processed unless prepared in writing in the manner prescribed herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a Bargaining Unit employee or by the Union via hand delivery, fax, or e-mail. Grievance discussions at Step One will be conducted during the aggrieved's normal duty hours. Nothing in this section shall be construed to prevent an employee from presenting, at any time, his own grievance without representation.
- 24.4 Any formal grievance filed shall be in writing and shall set forth the provision or provisions or the Agreement alleged to have been violated and the facts pertaining to the alleged violation(s), the date of the violation and the requested remedy. The grievance shall be signed by the grievant or Union representative. A grievance submitted which does not contain the above information is incomplete and shall be amended by the grievant to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 24.5 Grievances will be processed in the following manner, and strictly in accordance with the following stated time limits.

Step One:

An aggrieved party or the Union shall date and present in writing the grievance to the Patrol Commander within five (5) working days of his knowledge of the occurrence of the action giving rise to the grievance. The Patrol Commander shall within ten (10) working days of receipt of the written grievance, conduct a meeting with the aggrieved party, for the purpose of attempting to resolve the grievance. The Patrol Commander shall notify the aggrieved party in writing of his decision within ten (10) working days following the meeting. Any grievance resulting from a disciplinary investigation by the Patrol Commander will start at Step TWO. However in the absence of the position of Patrol Commander, Step One shall be skipped and the beginning/initial step shall be Step Two.

Step Two:

If the grievance is not resolved at Step 1, the aggrieved employee or Union, within five (5) working days following receipt of the Patrol Commander's decision in Step One, may submit the grievance to the Chief of Police who will call a special meeting to consider the grievance within ten (ten) working days of his receipt of the grievance. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff. The Chief of Police shall notify the employee and the union of his decision, in writing, within ten (10) working days following the special meeting.

Step Three (Non Disciplinary Grievance)

If the grievance is not resolved at Step 2, the aggrieved employee or Union, within five (5) working days following receipt of the Police Chief's decision in Step Two, may submit the grievance to the Mayor who will call a special meeting to consider the grievance within ten (ten) working days of his receipt of the grievance. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff. The Mayor shall notify the employee and the union of his decision, in writing, within ten (10) working days following the special meeting.

Step Three: (Disciplinary Grievance)

If the grievance is not resolved at Step II, the aggrieved employee or Union, within five (5) working days following receipt of the Chief's decision in Step Two, may submit the grievance to the Disciplinary Appeal Review Committee. The Disciplinary Appeal Review Committee shall consist of three (3) law enforcement officers serving within Orange County. The officers shall be selected as follows:

1. The Chief of Police shall select one member and designate that member to serve as chairperson.
2. The grievant shall select one member.
3. The two committee members shall then select the third member.

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The Chairman of the committee will call a special meeting to consider the grievance within ten (ten) working days of his receipt of the grievance. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff. The chairperson of the committee is responsible for the conduct of the committee, notification of the third member, collecting all copies of the Internal Investigation Report, and calling witnesses. The committee shall review the facts pertaining to the case and make recommendations to the Chief of Police to concur with the original finding(s) and/or discipline, suggest modifications to the original findings(s), or request further investigation. The Chairman of the committee shall notify the Chief of Police, employee and the union of the committee's decision, in writing, within ten (10) working days following the special meeting.

The Chief of Police shall notify the employee and the union of his decision, in writing, within five (5) working days following receipt of the decision of the Disciplinary Appeal Review Committee. The Chief of Police shall review the findings and recommendations of the Disciplinary Appeal Review Committee and make his final decision.

- 24.6 In advancing grievances, the grievant employee(s) and management may call a reasonable number of witnesses to offer testimony without incurring overtime cost to the City. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are department employees whose presence would otherwise conflict with department needs.
- 24.7 All disciplinary grievances will initially be filed at Step One of the grievance procedure. All Class Action grievances will be filed at Step Two.
- 24.8 The aggrieved employee and the union representative shall be given at least two (2) work days' notice of the grievance meetings provided herein.
- 24.9 Discharge of probationary police officers shall not be subject to the grievance procedure until they have successfully completed their probationary period of twelve (12) months from their date of hire. Probationary employees who are terminated during this period shall have a right to have a union representative and/or attorney present during the termination meeting, upon request.
- 24.10 For purposes of this article and the arbitration article, "working days" refers to those days during the week that the administrative office is open, which are usually Mondays through Fridays.
- 24.11 If any grievance other than those resulting in an assessment, oral reprimand or written censure is not satisfactorily resolved by the foregoing procedure, the Union or the City may proceed to Arbitration according to Article 25.

The issues and remedy presented at Arbitration shall be limited to those set forth in writing at Step One.

ARTICLE 25

ARBITRATION

- 25.1 If any grievance is not resolved by the foregoing Grievance Procedure, the Union, within fourteen (14) working days after the receipt of the Mayor's decision to Step Three of a Non-Disciplinary Grievance or Step Three of a Disciplinary Grievance, may give to the Police Chief, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration. Said written notice is to include a written statement of the position of the Union with respect to the arbitrable issue. Within fourteen (14) working days, both parties shall jointly request a list of the seven (7) qualified arbitrators, from the Federal Mediation and Conciliation Service. The Union and the City will each strike three (3) names alternately from the list and the person remaining will be the arbitrator.
- 25.2 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing with representatives of the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the Employer and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within twenty-one (21) working days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. In the event one party does not prevail on all issues, the arbitrator shall apportion the respective expenses payable by the parties based upon his judgment of which party prevailed on each issue or where the decision was split on an issue. Furthermore, the arbitrator may apportion any costs incurred by a delay or rescheduling of a hearing based upon the parties' proportionate impact on that matter. The submission to the arbitrator shall be based on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure, and shall include a copy of this Agreement.

Where the Union is not a party and does not represent the grievant in the arbitration proceedings, the grievant will bear the full cost of the compensation and expenses of the arbitrator should the grievant not prevail. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. If the grievant is not represented by the Union at the arbitration proceedings, the grievant shall be required to make a deposit of cash, money order, or certified check, to be held by the City in escrow, in the an amount equal to the full amount of the estimated arbitration costs. If there is a dispute as to the estimated costs, said dispute shall be submitted, in writing to the arbitrator for resolution prior to the hearing. This deposit must be made at least thirty (30) calendar days prior to the date of the scheduled arbitration hearing. Failure to

make this deposit on time will result in the cessation of the grievance/arbitration process and the decision rendered in the last step of the grievance procedure shall be final.

- 25.3 The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise, to the Employer or the Union or the employees, or to establish or change any wage or rate of pay in this Agreement. No decision of any arbitrator or of the Employer in one case shall create a basis for retroactive adjustment in any other case.
- 25.4 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Employer, less any unemployment compensation received by the employee and interim earnings for those days the employee would have otherwise been scheduled to perform duties for the Employer.
- 25.5 The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved.

ARTICLE 26

PHYSICAL EXAMINATION AND WORKERS COMPENSATION BENEFITS

- 26.1 If the City finds it necessary to refer an on-the-job injury to an outside physician, the injured employee will have the discretion of choosing said physician to the extent as the same meets with the approval of the City's workers compensation carrier, providing all reports and changes of the physician comply with workers' compensation law. No employee shall be coerced by the Employer or his representative in the selection of a physician.
- 26.2 The City and the Union agree to an employee drug screening program. The method and procedure for the drug screening shall be as encompassed in the Edgewood Police Department's General Orders. The cost of such tests shall be borne by the City.
- 26.3 No smoking or use of tobacco products will be permitted in the Edgewood Police Department building, or any other interior Edgewood Police Department work area or Department vehicle.
- 26.4 Recognizing that preventative physical exams are a key element to retaining a long-term employee, every member of the agency shall be required to have a basic physical and basic vision exam bi-annually at the expense of the City. The employee has the option to utilize their own personal physician for the physical. If the employee chooses to use their own physician the City will reimburse the cost of co-pay as calculated by the

current City medical insurance upon presentation of receipt to the City. The employee also will be required to have a verification of physical/vision exam signed stating that the employee has completed the physical and/or vision exam. The City will NOT be privy to any test results nor will the physical or vision exams be part of ANY Fitness for Duty standard. The results of the exams are strictly between the employee and the medical provider for the betterment of the employee's health.

ARTICLE 27

GENERAL PROVISIONS

- 27.1 An employee may voluntarily accept and be employed in an occupation off-duty which is not in violation of Federal, State, or county law or departmental policy. All employees who wish to serve as a job coordinator for off-duty employment must complete an off-duty work information form as supplied by the Department, detailing the off-duty employment, the employer and all officers currently working such off-duty employment. The form will be completed and submitted as directed thereon. Coordinators shall notify the Chief of Police of any change in the officers working such off duty employment within ten (10) days of such change.

Also, all employees who wish to work in off-duty employment must complete an off-duty work information form as supplied by the Department, detailing the off-duty employment and the employer. The form will be completed and submitted as directed thereon. Officer shall notify the Chief of Police of any change in such off duty employment within ten (10) days of such change.

~~The~~ Department reserves the right to approve or disapprove of any off-duty employment. Final authority rests solely with the Chief of Police.

Employees working approved off-duty employment may be paid directly by their off-duty employers.

Off-duty work when combined with the employee's normal working hours for the City (exclusive of overtime) shall not exceed seventy-two (72) hours in any one work week (Sunday 0001 hours to 2400 hours Saturday). Exception to this limitation may be requested in writing to the Chief of Police who may approve or disapprove the request.

Employees who are on restricted or light duty, or on a leave of absence, relieved of duty, assigned to alternative duty pending criminal or internal investigation, or serving a disciplinary suspension may not work in any off-duty employment in uniform nor in any off-duty employment that requires or may reasonably require the exercise of law enforcement authority without the written permission of the Chief of Police.

Employees may not work off-duty employment which conflicts with any physical or mental limitations imposed upon them by medical authority. Failure to comply with this section may result in disciplinary action and/or suspension of off duty work privileges.

The Department will post off-duty employment opportunities received from third parties. At the Chief's discretion, the rates for off-duty employment may be raised above the minimum rates based on the nature, needs and working conditions of the off-duty employment.

- 27.2 The City agrees that an employee shall have the right to include in his official personnel record a written and signed refutation of any material he considers to be detrimental.
- 27.3 Employees will not be required to use their private vehicles in the performance of assigned duties.
- 27.4 Employees shall be furnished with parking facilities on City property to the extent available. Said parking facilities shall be furnished at no cost to the employee.
- 27.5 When the City is requested to provide off-duty police services, except for City sanctioned activities or operational emergencies, an employee has the right to refuse to work off-duty.
- 27.6 Police personnel may not be used other than in law enforcement or code enforcement duties and dissemination of City material. Law enforcement duties shall have priority over all other duties of the officers. A copy of all Bargaining Unit job descriptions shall be furnished to the Union.
- 27.7 Work Rules
 - A. Employees shall be required to observe and comply with written regulations governing their employment as set forth in Departmental procedures and such special and general orders and written communications which are not in conflict with this Agreement.
 - B. Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Chief of the Police Department or his designees, provided only that such rules and regulations shall not be contrary to any of the provisions of this collective bargaining agreement. No disciplinary action will be taken for violation of a rule or regulation until at least forty-eight (48) hours after posting.

ARTICLE 28

NO STRIKES, WORK STOPPAGES, SLOWDOWNS

- 28.1 The Union and each employee agrees that it, the Union, and each employee will not, under any circumstances or for any reason, including, but not limited to, alleged or actual unfair labor practices, alleged or actual unfair employment practices under an anti-discrimination law, alleged or actual breach of this contract or in sympathy for or support of any other employees or any other Union or their activities, call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work during the term of this Agreement directed at the employer.
- 28.2 It shall be a violation of this Agreement for any employee while on duty to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.
- 28.3 Any violation of this section by an employee will be grounds for the immediate discharge of any employee involved, and the employer, in its sole discretion, may impose selective discipline on some or all of the employees engaged in a violation of this article. Any grievance under this article that proceeds to arbitration shall involve only the fact question of whether the grievant violated the article, and the degree of discipline imposed by the Employer may not be modified by the arbitrator if a violation occurred.
- 28.4 The officers of the Central Florida Police Benevolent Association agree that they will affirmatively work with the City to prevent or resolve any job action of any type or violations of this Article.

ARTICLE 29

ENTIRE AGREEMENT

- 29.1 The Union acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and Agreements arrived at by the parties after exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its Management's Rights set forth in Article 3.
- 29.2 The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision, by general grant of authority, or by silence. The Union does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set

forth or provided for in this Agreement but such impact bargaining shall not serve to delay management's action until Agreement or impasse is resolved concerning the impact at issue; however, any Agreement reached on such issue shall be retroactive to the date of the change.

- 29.3 It is understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein, and that this document correctly sets forth the effect of all preliminary negotiations, understandings and Agreements and supersedes any previous Agreements, whether written or verbal.
- 29.4 This contract constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual Agreement set forth in writing and signed by duly authorized representatives of both parties before it will be effective.

ARTICLE 30

DUES DEDUCTION

- 30.1 The City agrees that upon receipt of a voluntary written individual notice from any Bargaining Unit employee, the City shall deduct from their pay, dues commencing with the second pay period after receipt of notice. Revocation shall be in writing and shall be effective as to the Employer commencing with the second pay period after the receipt of notice.
- 30.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union reasonably thereafter. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period after tax deductions, are less than the amount of dues to be checked off.
- 30.3 The Union will initially notify the City as to the amount of dues. Such notification will be to the City in writing over the signature of a representative of the Union. Changes in the Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such change.
- 30.4 The Union agrees to indemnify or hold harmless the City in connection with any erroneous deduction of dues.

ARTICLE 31

INDEMNIFICATION

- 31.1 The City will provide legal defense and legal indemnification in accordance with applicable law.

ARTICLE 32

UNION BUSINESS

- 32.1 The Union will inform the City in writing of its designated local representatives on the signing of this Agreement and when a change occurs. A grievance may be processed during duty hours so long as the processing does not interfere with the police department's operations.
- 32.2 Union local representatives and employees shall be allowed to communicate official Union business to members in non-work areas and during non-work time to the extent that duty responsibilities are not disrupted or interfered with.
- 32.3 On a quarterly basis, the City shall provide, at cost of reproduction established pursuant to Florida Statute §119.07 (1) (a), such copies of the personnel list roster as the Union shall request. The roster shall contain names, job title and seniority date of all Bargaining Unit members.
- 32.4 A designated local representative may be released from duty without pay, for the purpose of attendance at grievance hearings, P.E.R.C. hearings and Union Board meetings, subject to duty requirements as determined by the Chief of Police or his designee.

ARTICLE 33

SEVERABILITY

- 33.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction; or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.
- 33.2 The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 34

HOLIDAYS

- 34.1 The following shall be recognized paid holidays
-

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2011 to September 30, 2014
Ratified v1 7/27/2011

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Martin Luther King Birthday
Floater Holiday (see Article 34.6)
Veteran's Day
Employee's Birthday (see Article 8.7)

The following shift shall be considered paid holidays ONLY if the employee is present and on duty during the following hours:

Christmas Eve, beginning at or after 1800 until 0600 the following morning.
New Year's Day, beginning at or after 1800 until 0600 the following morning.

If the employee requests Personal Leave (PL) time, is sick or otherwise off duty, he or she will not receive any holiday pay compensation for Christmas Eve or New Year's Eve shift(s)

- 34.2 If a paid holiday falls on an employee's regularly scheduled day off, said employee will be compensated for an additional shift at regular straight time pay. If an employee must work on a holiday, the employee will be paid for hours worked plus an additional shift at straight time or compensatory time at the employee's option.
- 34.3 If an employee is off on approved in-line-of-duty injury his scheduled work shift both preceding and following a holiday, and scheduled to work that holiday, the employee shall receive holiday pay in addition to any other remuneration due. The Chief shall make the determination of whether an injury occurred in the line-of-duty.
- 34.4 Employees scheduled to work holidays and who, in the opinion of management, are not needed to work on said holidays, will be required to take that day off. Employees who are not needed will receive their regular straight time shift pay at regular rate in lieu of holiday pay for said day off. It is recognized that there will be occasions when, because of the nature of duty assignments, among the employees consistent with the operational efficiency of the Department. The purpose of said rotation is to ensure that no one individual will be favored by such extra work assignments.
- 34.5 If an employee is off on approved in the line-of-duty injury, his scheduled work shift both preceding and following a holiday, and scheduled to work that holiday, the employee shall receive holiday pay in addition to any other remuneration due. The Chief shall make the determination of whether an injury occurred in the line-of-duty.

- 34.6 An employee intending to take the Floater Holiday must notify the Chief of Police or designee at least five (5) work days in advance. The Floater Holiday may be taken at any time during the fiscal year, subject to approval of the Chief of Police, based upon work scheduling requirements. Employees are entitled to one (1) Floater Holiday each fiscal year. A Floater Holiday cannot be carried over from year to year.

Article 35

BEREAVEMENT LEAVE

- 35.1 In the event of death in the employee's immediate family, the Chief of Police, upon request, will grant) five (5) consecutive calendars days off without loss of regular pay to arrange and/or attend funeral services or related matters. Within the State of Florida. The five (5) consecutive days off will start at the employee's option on the day of death or the day following the day of death. In the event the funeral is not conducted during the aforementioned period and provided the employee only used two (2) days or less of Bereavement Leave, the employee may be allowed to use up to two (2) days of Bereavement Leave to attend the funeral.

- 35.2 Immediate Family Defined:

Immediate family shall be defined as what is listed in the most current City of Edgewood Personnel Manual.

- 35.3 Additional Leave:

Should an employee require additional time other than provided in 35.1, additional time off with pay and charged to accrued personal leave or compensatory time may be requested from the Chief of Police or his designee.

ARTICLE 36

DURATION

- 36.1 This Agreement shall take effect upon ratification by the Union and approval by City Council and shall continue in full force and effect until midnight of September 30, 2014, when it shall terminate. In order to renegotiate this Agreement, written notice shall be given by either party not less than 90 days nor more than 120 days prior to the expiration date. If the Union fails to notice the City of its intent to renegotiate this Agreement in the time limits specified, the Agreement shall automatically renew for the next fiscal year.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2011 to September 30, 2014
Ratified v1 7/27/2011

36.2 Any notice to be given under this Agreement shall be given by registered or certified mail; if given by the Union, it shall be addressed to the City of Edgewood, 405 Larue Avenue, Edgewood, Florida 32809-3406; and any such notice by the City shall be addressed to the Central Florida Police Benevolent Association, Inc., 7429 West Colonial Drive, Orlando, Florida 32818.

ARTICLE 37

LABOR MANAGEMENT COMMITTEE

37.1 There shall be a Labor Management Committee established to consist of the Police Chief, one member appointed by the Chief, the Union Representative and one member appointed by the Union representative. The purpose of this committee shall be to meet and confer concerning problems of a general nature which may from time to time arise in the Police Department, to promote the harmonious operation of the department and make recommendations to the Chief concerning resolution of any such problems. The committee will meet at a mutually acceptable time, place and date set by the Chief. Recommendations of the committee will be advisory in nature only.

37.2 The Chief agrees that if the Union representative, while on duty, desires to appear before a scheduled Council meeting, at which discussions concerning terms or conditions of employment or contract negotiations which affect Bargaining Unit members are to be held, then he may be allowed to attend without loss of pay, after first receiving permission from the Chief or his designated representative. In no case will premium pay be granted for attendance as described above.

This Agreement approved and ratified by the City Council of the City of Edgewood and effective October 1, 2011. In witness whereof, the parties have caused this Agreement to be signed by their duly authorized representatives.

NEGOTIATING TEAM FOR THE CITY:

NEGOTIATING TEAM FOR THE UNION:

Raymond Bagshaw
Mayor
City of Edgewood, Florida

Florida Police Benevolent Association, Inc.
Chief Negotiator

Peter A. Marcus

Officer Scott D. Zane

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
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Ratified v1 7/27/2011

Chief of Police
City of Edgewood, Florida

Representative C.F.P.B.A.

Sergeant Ronald Beardslee
Bargaining Unit Member

Officer Michael Fraticelli
Bargaining Unit Member

ORDINANCE NO. 2011-02

AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, RECOGNIZING STATE PREEMPTION IN THE FIELD OF FIREARMS REGULATION, AND AMENDING SECTION 134-345 OF THE CODE OF ORDINANCES TO AVOID ANY POTENTIAL CITY ACTION THAT MAY CONFLICT WITH THE STATE'S REGULATION OF FIREARM SALES; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE

WHEREAS, in Section 790.33, Florida Statutes, the Florida Legislature has preempted "the whole field of regulation of firearms and ammunition" to the exclusion of any city or county ordinances, regulations or rules; and

WHEREAS, this preemption includes regulation of firearm sales to the extent firearm sales are treated differently than other businesses; and

WHEREAS, the Florida Legislature has recently adopted new legislation imposing significant financial penalties on governmental officials who act in violation of the preemption afforded to the State in the field of firearms regulation; and

WHEREAS, Section 134-345 of the Code of Ordinances purports to specifically prohibit gun shops within C-1 retail commercial districts; and

WHEREAS, the prohibition on gun shops in Section 134-345 of the Code of Ordinances specifically identifies gun shops and regulates said businesses differently than other businesses; and

WHEREAS, the prohibition on gun shops appears to be in conflict with State preemption of the field of firearm regulation; and

WHEREAS, in order to avoid any potential for financial penalties being imposed against the City of Edgewood, its officials or its employees, the City Council finds it to be in the best interest of the City to remove the specific prohibition on gun shops in the C-1 retail commercial districts description.

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

SECTION ONE. The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Edgewood.

SECTION TWO. Section 134-345 of the Code of Ordinances is hereby amended as follows (NOTE: additions are identified by underline and deletions are identified by ~~strike through~~):

Sec. 134-345. Uses permitted.

Only the following principal uses and structures shall be permitted within any C-1 retail commercial districts:

- (1) Shopping centers, comprised of uses consistent with those described herein.
- (2) Personal service establishments such as, barbershops, beauty parlors, dental offices, restaurants, financial institutions, professional and other offices, traditional physician staffed medical offices, dry cleaning pickup stations, shoe repair, tailoring, watch and clock repair, locksmiths, printing (copy) shops and tailor and alteration establishments.

- (3) Retail businesses, such as drug, hardware stores, book, stationery, china and luggage shops, newsstands, photographic supplies and studios, ladies', men's and children's apparel stores, confectionery stores, but expressly excluding pawnshops, ~~gun shops~~, adult bookstores, motion picture theaters and dancing establishments or other similar uses which shall be prohibited in all commercial zoning categories.
- (4) Florist shops.
- (5) Grocery, fruit, vegetable and meat market stores.
- (6) Interior decorating, home furnishings, and furniture stores.
- (7) Music conservatory, dancing schools, and art studios.
- (8) Music, radio and television shops.
- (9) Retail paint and wallpaper stores.
- (10) Structures for public use, such as community centers, libraries, and museums.
- (11) Funeral parlors.
- (12) Dry cleaning establishments using equipment which emits no smoke or escaping steam, and which use nonflammable synthetic cleaning agents (perchloroethylene, trichoroethylene, etc.) but expressly excluding coin laundries which shall be prohibited in all commercial zoning categories.
- (13) Bakeries, retail and wholesale, as long as at least 50 percent of the net proceeds are derived from the retail sale on the premises.
- (14) Nursing homes.
- (15) Other uses which are similar or compatible to the uses permitted herein, which would promote the intent and purposes of this district. Determination shall be made by authority and directive of city council which shall be without public notice or public hearing.

SECTION THREE. SEVERABILITY. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION FOUR. EFFECTIVE DATE. The effective date of this ordinance shall be immediately upon its enactment.

PASSED AND ADOPTED this _____ day of _____, 2011, by the City Council of the City of Edgewood, Florida.

Judy Beardslee, Council President

ATTEST:

Bea Meeks, MMC, CPM
City Clerk

ORDINANCE NO. 2011-03

AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES UPON THE ASSESSED REAL AND BUSINESS PERSONAL PROPERTY TAX ROLLS FOR FISCAL YEAR 2011/2012, BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Edgewood, Orange County, Florida must levy taxes upon all real and business personal property within the City of Edgewood to derive revenue for the operation of the City; and

WHEREAS, October 1, 2011 is the start of the new fiscal year for the City of Edgewood; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Edgewood, Orange County, Florida has been certified by the Orange County Property Appraiser to the City of Edgewood as \$266,638,425; and

WHEREAS, a public hearing was held on September 6, 2011 on the proposed millage rate and all persons desiring to voice objection or make comment upon said millage rate were given an opportunity to do so; and

WHEREAS, on September 20, 2011, a public hearing was held on the final millage rate, as required by *Florida Statute* 200.065 and all persons desiring to voice objections or to make comment upon said millage were given an opportunity to do so.

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

Section 1. The City Council of the City of Edgewood deems it necessary to levy and does hereby levy a tax of 4.7000 mills upon all real and personal property within the City of Edgewood for operational purposes for Fiscal Year 2011/2012.

Section 2. The operating levy of 4.7000 mills represents a 16.06 percent increase over the rolled-back rate of 4.0497 mills.

Section 3. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED by an unanimous vote of the five members of the City Council of the City of Edgewood, Orange County, Florida at a public hearing on the 20th day of September, 2011.

FIRST READING: September 6, 2011

SECOND READING: September 20, 2011

ADVERTISED: September _____, 2011 (Ordinance) and September _____, 2011 (Display)

Ray Bagshaw, Mayor

Judy Beardslee, Council President

Malcolm Henley
Council Member

Jim Bozeman
Council Member

Neil G. Powell
Council Member

John Dowless
Council Member

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk

RESOLUTION NO. 2011-05

A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2011/2012, BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Edgewood, Orange County, Florida considered an annual budget for the next ensuing fiscal year beginning October 1, 2011 and ending September 30, 2012; and

WHEREAS, a notice of public hearing on said budget was duly published on September 18, 2011 in the *Orlando Sentinel*; and

WHEREAS, a public hearing was held on September 6, 2011 and September 20, 2011, as required by *Florida Statute* 200.065, to consider the budget and all persons desiring to voice objections or make comments upon said budget were given an opportunity to do so.

WHEREAS, the City of Edgewood, Orange County, Florida set forth the appropriations and revenue estimate for its budget for Fiscal Year 2011/2012 in the amount of \$ **\$2,750,306.19**.

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

Section 1. The City Council of the City of Edgewood, pursuant to its *Charter* and *Florida Statutes* does hereby adopt the attached annual operating budget for Fiscal Year 2011/2012.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by an unanimous vote of the five members of the City Council of the City of Edgewood, Orange County, Florida at a public hearing on the 20th day of September, 2011.

FIRST READING: September 6, 2011

SECOND READING: September 20, 2011

ADVERTISED: September _____, 2011 (Display)

Ray Bagshaw, Mayor

Judy Beardslee, Council President

Malcolm Henley
Council Member

Jim Bozeman
Council Member

Neil G. Powell
Council Member

John Dowless
Council Member

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk

CITY OF EDGEWOOD
FINAL BUDGET PROPOSAL
FY 2011/2012

REVENUES	Proposed budget 2011/2012	Millage rate 4.7	YTD 7/31/2011	BUDGET 2010/2011	
TAX REVENUE					
311100-01	AD VALOREM TAXES	\$1,190,540.00	1,030,137.00	957,804.00	
311110-01	TANGIBLE TAXES	7,000.00	6,034.00	61,246	
312410-02	LOCAL OPTION GAS TAX	72,100.00	57,345.30	79,550.00	
313400-01	FRANCHISE TAX - GAS	1,500.00	1,390.78	3,500.00	
314100-01	UTILITY SERVICE TAX - POWER	315,000.00	269,313.74	315,000.00	
314300-01	UTILITY SERVICE TAX - WATER	12,000.00	10,416.00	12,500.00	
315000-01	LOCAL COMMUNICATIONS SERV TAX	145,000.00	124,382.85	155,480.00	
316000-01	BUSINESS TAX RECEIPTS	40,000.00	30,041.05	38,145.00	
	* TOTAL TAX REVENUE	1,783,140.00	1,529,060.72	1,622,625.00	
LICENSES AND PERMITS					
322300-01	BLDG REV FEES/SITE-COMMERCIAL	500.00	350.00	1,500.00	
322400-01	BLDG REV FEES/SITE-RESIDENTIAL	2,000.00	2,400.00	3,000.00	
322500-01	BLDG PLANS REVIEW (DRC)	500.00	0.00	500	
323100-01	PROGRESS ENERGY FRANCHISE FEES	245,000.00	202,772.00	267,800.00	
323700-01	SOLID WASTE REV. COMM.	40,000.00	32,931.44	30,000.00	
329000-01	RIGHT OF WAY PERMITS	0.00	500.00	250	
329010-01	TREE PERMITS	250.00	0.00	500	
329020-01	MISC PERMITS & FEES	1,500.00	3,242.21	500	
	* TOTAL LICENSES AND PERMITS	289,750.00	242,195.85	304,050.00	
GRANT FUNDING					
331200-01	LOCAL LAW ENFORCEMENT GRANT	0.00	0.00	35,000.00	
	* TOTAL GRANT FUNDING	0.00	0.00	35,000.00	
INTER-GOVERNMENTAL REVENUE					
335120-01	MUNICIPAL REVENUE SHARING	93,728.00	53,683.28	93,728.00	
335150-01	ALCOHOL BEV LICENSES	100.00	97.89	100	
335180-01	LOCAL GOVT - 1/2 CT SLS TX	300,000.00	273,608.69	291,962.00	
335190-01	GAS TAX REBATE	1,702.44	2,081.10	2,500.00	
335200-04	POLICE EDUCATION FUND	630.88	630.88	1,200.00	

CITY OF EDGEWOOD
FINAL BUDGET PROPOSAL
FY 2011/2012

		396,161.32		330,101.84	389,490.00
	* TOTAL INTER-GOVERNMENTAL REVENUE	Millage rate 4.7		YTD 7/31/2011	BUDGET 2010/2011
	Proposed budget 2011/2012				
	CHARGES FOR SERVICES				
341320-07	FIRE/RESCUE IMPACT FEES	0.00		0.00	500
342130-01	BELLE ISLE MONTHLY SERVICE	0.00		3,369.02	47,600.00
342900-01	POLICE REPORTS-FINGER PRINT	25,000.00		28,376.17	20,000.00
343400-01	SOLID WASTE REV RESID.	215,000.00		221,728.49	213,110.00
343410-01	SOLID WASTE REV COMM.	0.00		0.00	36,000.00
349000-01	LAND USE FEES	750.00		750.00	750
	* TOTAL CHARGES FOR SERVICE	240,750.00		254,223.68	317,960.00
	FINES				
352100-01	FINES & FORFIETURES	1,911.77		1,911.77	0
352100-05	FINES & FORFIETURES	10,565.26		16,290.16	27,000.00
352110-06	LEFT INCOME	633.81		1,264.72	3,000.00
354100-01	CODE ENFORCEMENT FINES	1,145.00		1,445.00	6,000.00
359000-01	PARKING FINES	305.00		315.00	500
	* TOTAL FINES	14,560.84		21,226.65	36,500.00
	MISCELLANEOUS REVENUES				
361200-01	INTEREST - SBA GENERAL	1,000.00		1,116.34	2,000.00
361200-02	INTEREST - SBA ROAD	169.03		203.43	250
361200-08	INTEREST - SBA STORMWATER	400.00		455.96	500
361320-01	INTEREST - TAX COLLECTOR	1,000.00		1,108.21	2,500.00
361322-01	INTEREST - TANGIBLE TAXES	200.00		180.45	200
361325-01	INTEREST - GARBAGE/WASTE	75.00		59.87	300
361327-01	INTEREST - WACHOVIA	1,500.00		2,902.27	7,000.00
363200-01	SCHOOL IMPACT ADMIN FEES	1,000.00		5,674.05	500
363210-03	LAW ENFORCEMENT IMPACT FEE	750.00		3,667.00	400
363220-07	FIRE RESCUE IMPACT FEES	850.00		3,956.37	0
363240-10	TRANSPORTATION IMPACT FEE	5,000.00		39,425.00	4,150.00
366000-01	DONATIONS	500.00		500.00	1,000.00
366900-01	MISCELLANEOUS REVENUE	500.00		139.02	500
369910-01	CITY NEWSLETTER REVENUE	500.00		150.00	1,000.00
399900-02	FDOT REIMBURSE - TRAFFIC LIGHT	12,500.00		12,484.31	15,000.00

CITY OF EDGEWOOD
FINAL BUDGET PROPOSAL
FY 2011/2012

	* TOTAL MISCELLANEOUS REVENUE	25,944.03	72,022.28	35,300.00
	Proposed budget 2011/2012	Millage rate 4.7	YTD 7/31/2011	BUDGET 2010/2011
NON-REVENUE SOURCES				
389200-02	TRANS FROM GENERAL FUND	0.00	0.00	13,580.00
389220-01	TRANSFER FROM FIRE RESCUE	0.00	0.00	500
389255-01	TRANSFER FR POLICE IMPACT FUND	0.00	0.00	5,891.00
	* TOTAL NON-REVENUE SOURCES	0.00	0.00	
	* TOTAL REVENUES	\$2,750,306.19	2,450,600.00	2,730,896.00
EXPENDITURES				
CITY HALL				
513120-01	SALARY EXPENSE - CH	\$130,000.00	82,706.88	110,000.00
513130-01	LONGEVITY PAY	750.00	800.00	800
513140-01	OVERTIME	1,200.00	1,063.95	0
513150-01	HOLIDAY BONUS	600.00	636.00	440
513210-01	PAYROLL TAXES - FICA	9,500.00	5,693.48	8,415.00
513230-01	HEALTH/DENTAL/ST/D/LIFE INS-CH	12,500.00	14,229.99	17,482.00
513320-01	AUDITOR	20,000.00	19,145.00	20,000.00
513321-01	BOOKKEEPING SERVICES	12,000.00	9,577.00	12,000.00
513340-01	BUILDING JANITORIAL	4,200.00	2,477.23	3,500.00
513400-01	TRAVEL/TRAINING-CITY STAFF	3,000.00	1,246.85	2,500.00
513401-01	TRAVEL/TRAINING-CITY COUNCIL	1,000.00	36.55	750
513410-01	TELEPHONE/CELLULAR	3,000.00	3,733.44	4,000.00
513411-01	POSTAGE	2,000.00	1,168.80	2,000.00
513440-01	OFFICE EQUIP/COPIER/RENTAL	5,000.00	4,583.08	3,000.00
513460-01	EQUIPMENT REPAIR/MAINTENANCE	1,500.00	371.75	1,000.00
513461-01	VEHICLE REPAIR/MAINTENANCE	0.00	39.93	500
513470-01	PRINTING EXPENSES	5,000.00	480.47	5,000.00
513490-01	MISC. CURRENT CHARGES	750.00	204.16	500
513491-01	COMPUTER CONSULTY/SOFTWARE/NETW	5,000.00	3,577.77	3,725.00
513510-01	OFFICE SUPPLIES	2,000.00	2,267.30	2,500.00
513520-01	APPEARL	1,000.00	353.00	1,000.00
513540-01	DUES/SUBSCRIPTIONS/TRAINING	2,000.00	2,522.18	2,000.00

CITY OF EDGEWOOD
FINAL BUDGET PROPOSAL
FY 2011/2012

513542-01	CITY NEWSLETTER	8,000.00	1,744.11	8,000.00		
513620-01	CAPITAL OUTLAY-RENOVATE CH	13,500.00	284.00	1,000.00		
	Proposed budget 2011/2012	Millage rate 4.7	YTD 7/31/2011	BUDGET 2010/2011		
513640-01	CAPITAL OUTLAY-LAN & SYS UPGRA	1,500.00	0.00	1,000.00		
514310-01	LEGAL COUNSEL	55,000.00	58,601.33	45,000.00		
514320-01	CODE ENFORCEMENT MAGISTRATE	5,000.00	2,481.41	5,000.00		
515310-01	PLANNING FEES	7,500.00	4,093.75	5,000.00		
515311-01	UPDATE COMPREHENSIVE PLAN	30,000.00	250.00	0		
518220-01	RETIREMENT CONTRIBUTION	12,000.00	7,488.90	11,812.00		
519150-01	ELECTIONS	12,000.00	0.00	10,000.00		
519240-01	INSURANCE - WORKERS COMP-CH	2,500.00	1,148.25	2,600.00		
519340-01	PAYROLL SERVICES	3,000.00	3,047.54	2,000.00		
519450-01	INSURANCE-PUBLIC OFFICIALS	2,500.00	1,792.00	2,750.00		
519451-01	INSURANCE-PROPERTY COVERAGE	3,000.00	1,507.11	2,632.00		
519452-01	INSURANCE-COMP GEN'L LIABILITY	4,500.00	1,946.00	5,000.00		
519460-01	BUILDING MAINTENANCE	5,000.00	7,276.11	5,000.00		
519490-01	ALARM MONITOR	600.00	790.43	1,000.00		
519492-01	LEGAL ADS - NEW ORDINANCES	5,000.00	2,028.25	4,500.00		
519520-01	RECORDING - PUBLIC RECORDS	0.00	0.00	400		
574490-01	SPECIAL EVENTS	3,000.00	1,477.96	2,500.00		
574491-01	DONATIONS EXPENSE	500.00	500.00	0		
	* TOTAL CITY HALL	396,100.00	251,349.76	316,306.00		
	OTHER GENERAL GOVERNMENT					
	* TOTAL OTHER GENERAL GOVERNMENT	0.00	0.00	0		
	POLICE DEPARTMENT					
521100-01	PERSONAL LEAVE	35,000.00	37,985.14	20,000.00		
521121-01	SALARY EXPENSE - PD CLERK	81,141.00	45,894.22	39,208.00		
521122-01	PART TIME SALARY EXPENSE - PD	20,280.00	2,954.00	17,160.00		
521130-01	RESERVE OFFICER PAY	4,000.00	0.00	1,000.00		
521140-01	OVERTIME PAY - PD	10,000.00	8,347.81	10,000.00		
521150-01	INCENTIVE PAY - STATE	12,000.00	9,180.00	15,000.00		
521151-01	SALARY EXPENSE - PD	649,695.00	503,243.17	617,253.00		
521152-01	LONGEVITY PAYMENTS	12,200.00	9,400.00	8,800.00		
521153-01	FTO	5,500.00	5,703.00	4,876.00		

CITY OF EDGEWOOD
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521160-01	HOLIDAY BONUS - PD	4,200.00	3,855.00	2,115.00	
521210-01	PAYROLL TAXES - FICA - PD	51,580.00	47,084.89	49,929.00	
	Proposed budget 2011/2012	Millage rate 4.7	YTD 7/31/2011	BUDGET 2010/2011	
521220-01	FRS - ADMIN STAFF	9,625.00	11,000.26	14,236.00	
521221-01	FRS - OFFICERS	78,193.00	102,807.55	123,926.00	
521230-01	HEALTH/DENTAL/STD/LIFE INS-PD	105,800.00	90,347.51	105,400.00	
521240-01	INSURANCE - WORKERS COMP - PD	19,400.00	20,661.75	10,612.00	
521261-01	HOLIDAYS	30,000.00	0.00	27,360.00	
521310-01	PROF SVCS/TESTING/EVAL	7,500.00	4,604.08	8,500.00	
521330-01	BIU POWER GENERATOR SYS	0.00	0.00	0	
521340-01	ORANGE COUNTY DISPATCHER	33,000.00	30,000.00	30,000.00	
521341-01	BUILDING JANITORIAL	4,000.00	5,253.50	5,000.00	
521410-01	TELEPHONE	5,000.00	4,369.48	5,000.00	
521411-01	COPD MOBILE DATA FEES	4,000.00	2,833.85	4,000.00	
521412-01	CELL PHONE	9,000.00	7,238.72	9,001.00	
521413-01	POSTAGE	1,500.00	721.70	600	
521430-01	UTILITIES-WATER & SEWER	850.00	650.39	750	
521431-01	UTILITIES - POWER	7,500.00	6,116.01	9,900.00	
521433-01	GAS	40,000.00	39,838.98	82,073.00	
521440-01	COPIER RENTAL/MAINTENANCE	2,200.00	1,983.43	2,200.00	
521441-01	RENTALS/RECORDS SYS SERVICE	9,000.00	23,000.00	22,710.00	
521452-01	INSURANCE - VEHICLES	4,700.00	3,534.00	3,583.00	
521454-01	GAS TANK INS/MAINT	2,000.00	2,872.87	3,000.00	
521455-01	INSURANCE - STATUTORY	850.00	555.00	700	
521457-01	INSURANCE - PROPERTY	2,800.00	2,014.14	2,946.00	
521458-01	INSURANCE-COMP GENERAL LIABILI	33,800.00	24,293.75	30,000.00	
521460-01	REPAIR/MAINT - VEHICLES	18,000.00	13,078.87	13,188.00	
521461-01	REPAIR/MAINT - EQUIPMENT	7,000.00	7,666.81	5,000.00	
521462-01	BUILDING RENOVATIONS/MAINT	7,000.00	2,500.74	1,500.00	
521463-01	POLICE VEHICLES & EQUIPMENT	38,000.00	51,722.35	34,607.00	
521464-01	PORTABLE RADIO ACQUISITIONS	18,000.00	24,098.00	26,837.00	
521490-01	ALARM MONITORING FEES	400.00	398.67	400	
521493-01	SPECIAL EVENTS - PD	2,500.00	1,915.38	3,000.00	
521495-01	MISCELLANEOUS EXPENSE - PD	4,000.00	3,687.17	4,294.00	
521510-01	OFFICE SUPPLIES & EXPENSE	5,000.00	4,925.39	6,000.00	
521520-01	UNIFORM ALLOWANCE	7,020.00	7,050.00	6,015.00	

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521521-01	SOFTWARE/COMPUTER CONSULT	10,200.00		7,022.25		7,585.00	
521522-01	SPECIAL POLICE SUPPLIES	8,000.00		8,402.05		8,103.00	
	Proposed budget 2011/2012	Millage rate 4.7		YTD 7/31/2011	BUDGET 2010/2011		
521523-01	UNIFORMS & EQUIPMENT	6,000.00		4,959.11		7,485.00	
521524-01	OFFICE EQUIPMENT	7,000.00		1,620.00		2,500.00	
521525-01	FUEL/MAINTENANCE-LP GENERATOR	500.00		281.83		1,200.00	
521540-01	DUES/SUBSCRIPTIONS	1,000.00		359.01		500	
521541-01	EDUCATION REBURSEMENT	6,000.00		0.00		2,000.00	
521543-01	TRAINING	4,000.00		37.85		516	
521550-01	JUSTICE ADMINISTRATION GRANT	0.00		8,933.98		0	
521555-01	LOCAL LAW ENFORCEMENT GRANT	9,500.00		16,017.00		35,000.00	
	Maintenance Contracts (new) (PD Bkg)	5,500.00		44,382.95		57,350.00	
	Electronic Media (new)PD Bkg interest	4,800.00		1,657.04		4,100.00	
	* TOTAL POLICE DEPARTMENT	1,465,734.00		1,269,150.43		1,513,998.00	
CAPITAL OUTLAY GRANTS							
521910-01	NEIGHBORHOOD PARTNER GRANTS	10,000.00		0.00		5,000.00	
	* TOTAL CAPITAL OUTLAY GRANTS	10,000.00		0.00		5,000.00	
FIRE CONTROL							
522100-04	POLICE EDUCATION FUND EXPENSE	6,847.94		8,430.00		0	
522400-01	ORANGE CITY FIRE/RESCUE FEES	520,000.00		537,427.86		529,740.00	
	* TOTAL FIRE CONTROL	526,847.94		537,427.86		529,740.00	
PROTECTIVE INSPECTIONS							
	* TOTAL PROTECTIVE INSPECTIONS	0.00		0.00		0	
PHYSICAL ENVIRONMENT							
531430-01	UTILITIES - POWER	4,500.00		3,232.93		4,000.00	
533430-01	UTILITIES-WATER & SEWER	2,000.00		1,137.79		1,700.00	
534130-01	SOLID WASTE COST (RES)	190,000.00		151,332.26		177,584.00	
539310-01	GENERAL ENGINEERING FEES	50,000.00		4,070.00		55,000.00	
	* TOTAL PHYSICAL ENVIRONMENT	246,500.00		159,772.98		238,284.00	

CITY OF EDGEWOOD
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MISCELLANEOUS EXPENDITURES							
	* TOTAL MISCELLANEOUS EXPENDITURES	0.00					0
	Proposed budget 2011/2012	Millage rate 4.7					BUDGET 2010/2011
ROADS & STREETS							
538630-02	STORM DRAIN CLEANING	0.00					2,000.00
541320-02	TRAFFIC LIGHT - UTILITY	12,500.00			15,146.10		2,500.00
541410-02	TREE REMOVAL	7,500.00			11,492.63		5,000.00
541431-02	STREET LIGHTS - UTILITY	45,000.00			18,848.05		43,000.00
541460-02	STREET MAINTENANCE CONTRACT	38,000.00			25,837.87		31,660.00
541530-02	ROAD REPAIR - POTHOLES	150.00			150.00		100
541600-02	TRAFFIC LIGHT-MAINTENANCE	7,500.00			6,220.60		7,500.00
541610-02	SIDEWALK REPAIR	5,000.00			2,200.00		10,000.00
541630-02	LANDSCAPE SUPPLIES	750.00			416.14		500
541669-08	MARY JESS CANAL RETROFIT PROJ	100,000.00			0.00		100,000.00
549320-02	STREET SIGNS	2,500.00			2,971.00		500
549460-02	R.R. CROSSING MAINTENANCE	5,000.00			1,573.00		5,000.00
551500-07	TRANSFER TO GENERAL FUND	0.00			0.00		500
551510-01	TRANSFER TO ROAD & STREET	0.00			0.00		13,580.00
551510-03	TRANSFER TO GENERAL FUND	0.00			0.00		5,891.00
	* TOTAL ROADS & STREETS	223,900.00			84,855.39		227,751.00
	* TOTAL EXPENDITURES	\$2,869,081.94			2,302,557.08		2,831,059.00
	* EXCESS RECEIPTS OVER DISBURSEMENTS	(\$118,775.75)			83,469.54		-100,163.00

RESOLUTION NO. 2011-06

A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA AMENDING THE CITY'S BUDGET FOR THE 2010-2011 FISCAL YEAR; AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at its regular meeting on September 21, 2010, the City Council of the City of Edgewood, Florida adopted Ordinance No. 2010-07 approving the annual budget for Fiscal Year 2010/2011; and

WHEREAS, it is appropriate to provide for certain transfers, appropriations and authorizations based upon previous and anticipated expenditures and revenues,

WHEREAS, the City Council has determined that it is necessary to amend the budget to reflect these changes,

WHEREAS, Florida Statute 166.241(4) allows the City to amend the budget within sixty (60) days of the close of the fiscal year to avoid any overspending of budgeted funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA AS FOLLOWS:

SECTION 1. BUDGET AMENDMENT: The City Council of the City of Edgewood, Florida amends the Fiscal Year 2010/2011 budget as shown on Exhibit "A", which is attached hereto and incorporated by reference herein.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED by the City Council of the City of Edgewood, Florida on the 20th day of **September, 2011.**

JUDY BEARDSLEE, COUNCIL PRESIDENT

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk

YTD from July 31, 2011 Financial Statement
and/or AP update

Dept. #	Account #	Budget	YTD	Projected Expense	Increase	Decrease	Transfer To	From	NEW ACCOUNT TOTAL
CITY HALL									
Overtime	5131-4001	\$ -	\$ (1,063.95)	\$ 1,063.95	\$ 1,064.00			5194-5101	\$ 1,064.00
Holiday Bonus	5131-5001	\$ 440.00	\$ 636.00	\$ 636.00	\$ 196.00			5194-5001	\$ 636.00
Auditor	5133-2001	\$ 20,000.00	\$ 37,645.00	\$ 37,645.00	\$ 17,645.00			5393-1001	\$ 37,645.00
Dues/Subsc/Train.	5135-4001	\$ 2,000.00	\$ 2,522.18	\$ 2,600.00	\$ 600.00			5194-5001	\$ 2,600.00
Legal Counsel	5143-1001	\$ 45,000.00	\$ 62,676.77	\$ 66,000.00	10,000.00 6000.00 1000.00 3000.00 1000.00			5191-5001 5135-4201 5195-9201 5194-5201 5192-4001	\$ 66,000.00
Updated Comp Plan	5133-1101	\$ -	\$ 250.00	\$ 250.00	\$ 250.00			5192-4001	\$ 250.00
Payroll Services	5193-4001	\$ 2,000.00	\$ 3,047.54	\$ 3,500.00	\$ 1,500.00			5182-2001	\$ 3,500.00
Bldg. Maintenance	5194-6001	\$ 5,000.00	\$ 13,694.35	\$ 14,000.00	\$ 9,000.00			5393-1001	\$ 14,000.00
Donation Expense	5744-9101	\$ -	\$ 500.00	\$ 500.00	\$ 500.00			5393-1001	\$ 500.00
Health/Dental et al	5132-3001	\$ 17,482.00	\$ 18,170.47	\$ 18,170.47	\$ 688.47			5393-1001	\$ 18,170.47

Dept. #	Account #	Budget	YTD	Projected Expense	Increase	Decrease	Transfer To	From	NEW ACCOUNT TOTAL
Printing Expenses	5134-7001	\$ 5,000.00	\$ 2,686.38	\$ 2,700.00		\$ 2,300.00	5493-2002		\$ 2,700.00
City Newsletter	5135-4201	\$ 8,000.00	\$ 1,744.11	\$ 2,000.00		\$ 6,000.00	5143-1001		\$ 2,000.00
Retirement Contrib.	5182-2001	\$ 11,812.00	\$ 7,488.90	\$ 10,312.00		\$ 1,500.00	5193-4001		\$ 10,312.00
Elections	5191-5001	\$ 10,000.00	\$ -	\$ -		\$ 10,000.00	5143-1001		\$ -
Insurance -WC	5192-4001	\$ 2,600.00	\$ 1,148.25	\$ 1,350.00		1000.00 250.00	5143-1001 5133-1101		\$ 1,350.00
Insurance - PO	5194-5001	\$ 2,750.00	\$ 1,792.00	\$ 1,850.00		196.00 600.00	5131-5001 5135-4001		\$ 1,850.00
Insurance - Property	5194-5101	\$ 2,632.00	\$ 1,507.00	\$ 1,568.00		\$ 1,064.00	5131-4001		\$ 1,568.00
Insurance - GL	5194-5201	\$ 5,000.00	\$ 1,946.00	\$ 2,000.00		\$ 3,000.00	5143-1001		\$ 2,000.00
Legal Ads/Ord.	5195-9201	\$ 4,500.00	\$ 2,028.25	\$ 3,500.00		\$ 1,000.00	5143-1001		\$ 3,500.00
Special Events	5744-9001	\$ 2,500.00	\$ 2,379.05	\$ 2,380.00		\$ 120.00	5493-2002		\$ 2,380.00
PHYSICAL ENVIRONMENT									

General Eng. Fees	5393-1001	\$ 55,000.00	\$ 24,010.85	\$ 27,065.53					5133-2001 5194-6001 5493-2002 5744-9101 5132-3001 5415-3002	17645.00 9000.00 51.00 500.00 688.47 50.00	\$ 27,065.53
ROADS & STREETS											
Dept. #	Account #	Budget	YTD	Projected Expense	Increase	Decrease	Transfer To	From	NEW ACCOUNT TOTAL		
Road Rep.(Potholes)	5415-3002	\$ 100.00	\$ 150.00	\$ 150.00	\$ 50.00			5393-1001		\$ 150.00	
Street Signs	5493-2002	\$ 500.00	\$ 2,971.00	\$ 2,971.00	\$ 2,471.00	2300.00 120.00 51.00		5134-7001 5744-9001 5393-1001		\$ 2,971.00	
TOTALS											

Increase	Decrease
\$ 1,064.00	\$ 2,300.00
\$ 196.00	\$ 6,000.00
\$ 17,645.00	\$ 1,500.00
\$ 600.00	\$ 10,000.00
\$ 21,000.00	\$ 1,250.00
\$ 250.00	\$ 796.00
\$ 1,500.00	\$ 1,064.00
\$ 9,000.00	\$ 3,000.00
\$ 500.00	\$ 1,000.00
\$ 688.47	\$ 120.00
\$ 50.00	\$ 27,934.47
\$ 2,471.00	
TOTAL \$ 54,964.47	\$ 54,964.47

TOTAL

PART 2. - PROHIBITION OF SIMULATED GAMBLING DEVICES

Sec. 222.7. - Legislative authorization.

Sec. 222.8. - Definitions.

Sec. 222.9. - Area of enforcement.

Sec. 222.10. - Intent.

Sec. 222.11. - Prohibition of simulated gambling devices.

Sec. 222.12. - Exemptions.

Sec. 222.13. - Conflict with state law.

Sec. 222.14. - Applicability to municipalities.

Sec. 222.15. - Civil penalties and injunctive relief.

Sec. 222.7. - Legislative authorization.

This Part is enacted in the interest of the public health, peace, safety, and general welfare of the citizens and inhabitants of Seminole County, Florida, pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes (2009).

(Ord. No. 2011-1, § 2, 1-11-2011)

Sec. 222.8. - Definitions.

The following definitions apply to this Chapter 222, Part II:

(a)

"Person" means an individual, association, partnership, joint venture, corporation, or any other type of organization, whether conducted for profit or not for profit, or a director, executive, officer or manager of an association, partnership, joint venture, corporation or other organization.

(b)

"Simulated gambling device" means any device that, upon connection with an object, is available to play or operate a computer simulation of any **game**, and which may deliver or entitle the person or persons playing or operating the device to a payoff. The following rules of construction apply to this definition of "simulated gambling device":

(1)

The term "device" means any mechanical or electrical contrivance, computer, terminal, video or other equipment that may or may not be capable of downloading **games** from a central server system, machine, computer or other device or equipment. The term "device" also includes any associated equipment necessary to conduct the operation of the device.

(2)

The term "upon connection with" means insertion, swiping, passing in range, or any other technical means of physically or electromagnetically connecting an object to a device.

(3)

The term "object" means a coin, bill, ticket, token, card or similar object, obtained directly or indirectly through payment of consideration, or obtained as a bonus or supplement to another transaction involving the payment of consideration.

(4)

The terms "play or operate" or "play or operation" includes the use of skill, the application of the element of chance, or both.

(5)

The term "computer simulation" includes simulations by means of a computer, computer system, video display, video system or any other form of electronic video presentation.

(6)

The term "**game**" includes slot machines, poker, bingo, craps, keno, any other type of **game** ordinarily played in a casino, a **game** involving the display of the results of a raffle, sweepstakes, drawing, contest or other promotion, lotto, sweepstakes, and any other **game** associated with gambling or which could be associated with gambling, but the term "**game**" does not necessarily imply gambling as that term may be defined elsewhere.

(7)

The term "payoff" means cash, monetary or other credit, billets, tickets, tokens, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether made automatically from the machine or manually.

(8)

The use of the word "gambling" in the term "simulated gambling device" is for convenience of reference only. The term "simulated gambling device" as used in this Part is defined exclusively by this subsection and does not incorporate or imply any other legal definition or requirement applicable to gambling that may be found elsewhere.

(c)

"Slot machine" has the same meaning as specified in Section 222.1 of the Seminole County Code.

(Ord. No. 2011-1, § 2, 1-11-2011)

Sec. 222.9. - Area of enforcement.

The Board is acting herein as the governing body for Seminole County, Florida, and this Part shall be effective within the boundaries of Seminole County, Florida.

(Ord. No. 2011-1, § 2, 1-11-2011)

Sec. 222.10. - Intent.

The intent of the Board acting as the governing body of Seminole County, Florida in adopting this Part is to prohibit broadly the possession or use of simulated gambling devices, including any related activity or behavior which can be reasonably construed to be the use of simulated gambling devices. Further, the Board in prohibiting simulated gambling devices in no way intends to approve the use of actual slot machines, other forms of casino gambling or other types of gambling devices. In addition, this prohibition is aimed directly at devices that simulate gambling activity, regardless of whether the devices or the simulations in and of themselves can be said to constitute gambling as that term may be defined elsewhere.

(Ord. No. 2011-1, § 2, 1-11-2011)

Sec. 222.11. - Prohibition of simulated gambling devices.

It is unlawful in Seminole County for any person to design, develop, manage, supervise, maintain, provide, produce, possess or use one or multiple simulated gambling devices. Each individual act to design, develop, manage, supervise, maintain, provide, produce, possess or use a simulated gambling device constitutes a separate violation of this section.

(Ord. No. 2011-1, § 2, 1-11-2011)

Sec. 222.12. - Exemptions.

(a)

This Part does not prohibit an individual's personal, recreational, and non-commercial ownership, possession, play, operation or use of a device which could be construed to be a simulated gambling device.

(b)

This Part does not prohibit the ownership, possession, play, operation or use of any device expressly permitted by the Florida Statutes and not otherwise prohibited by the Florida Constitution, except that devices permitted by Article X, Section 23 of the Florida Constitution and Chapter 551, Florida Statutes, in Broward and Miami-Dade County only are not permitted by this Part.

(c)

This Part does not prohibit a religious or charitable organization from conducting a fund raising activity involving gaming, provided the religious or charitable organization does not conduct the activity more than twice in one calendar year, the organization provides advance written notice to the Seminole County Sheriff of the date, time, place, and nature of such activity and who will be conducting it, and the activity is not otherwise unlawful.

(Ord. No. 2011-1, § 2, 1-11-2011)

Sec. 222.13. - Conflict with state law.

Nothing in this Part is intended to conflict with the provisions of the Florida Constitution or Chapter 849, Florida Statutes, concerning gambling. In the event of a direct and express conflict between this Part and either the Florida Constitution or Chapter 849, Florida Statutes, then the provisions of the Florida Constitution or Chapter 849, Florida Statutes, as applicable, control.

(Ord. No. 2011-1, § 2, 1-11-2011)

Sec. 222.14. - Applicability to municipalities.

The provisions of this Part are to be applied and enforced within all unincorporated areas of Seminole County as well as within all incorporated areas of Seminole County to the extent that there are no conflicting municipal regulations. In the event a municipal regulation conflicts with this Part then the municipal regulation will prevail within the jurisdiction of that municipality.

(Ord. No. 2011-1, § 2, 1-11-2011)

Sec. 222.15. - Civil penalties and injunctive relief.

(a)

Civil penalties. Any person who violates this Part is subject to the fine provisions of Chapter 53 of this Code. Violation of this Part constitutes a Class IV Code violation. Each simulated gambling device, possession or use thereof, constitutes an individual offense for the purpose of Chapter 53

(b)

Injunctive relief. The Seminole County Attorney's Office or special counsel as otherwise authorized, is authorized to pursue temporary or permanent injunctive relief or any other

legal or equitable remedy authorized by law in courts of competent jurisdiction to cure,
remove or end any activity which violates this Part.

(Ord. No. 2011-1, § 2, 1-11-2011)

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ORDINANCE 2011- 10

AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, IMPOSING A TEMPORARY MORATORIUM FOR 180 DAYS ON THE ISSUANCE OF ANY BUSINESS TAX LICENSE, PERMIT, CONDITIONAL USE APPROVAL, SITE PLAN APPROVAL AND ANY OTHER OFFICIAL ACTION OF THE CITY OF PALM COAST HAVING THE EFFECT OF PERMITTING OR ALLOWING THE CONSTRUCTION AND/OR OPERATION OF THE FOLLOWING BUSINESSES USING SLOT MACHINES OR SLOT MACHINE LIKE EQUIPMENT OR SIMULATED GAMBLING DEVICES WITHIN THE CITY OF PALM COAST: GAME ROOMS, ARCADES, INTERNET CAFES, SWEEPSTAKES REDEMPTION CENTERS OR ESTABLISHMENTS, AS MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE, EXCLUDING APPROVALS AND PERMITS FOR THE CONTINUANCE OF AN EXISTING BUSINESS; THE TEMPORARY MORATORIUM SHALL APPLY TO ALL REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF PALM COAST; PROVIDING FOR DEFINITIONS, PROVIDING A PROCEDURE FOR EXTRAORDINARY HARDSHIP; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast, Florida provides municipal services to its citizens, including regulation and licensing of businesses; and

WHEREAS, the appropriate regulation, licensing and permitting of businesses are vital to the public's health, safety, morals and welfare as deficient or inadequate regulations can lead to public harm; and

WHEREAS, the City Council has learned of certain activities related to the following businesses using slot machines or slot machine like equipment or simulated gambling devices: game rooms, arcades, internet cafes, sweepstakes redemption centers or establishments within the City of Palm Coast, being proposed or considered, which activities would harm the City's economic and redevelopment activities and otherwise significantly and adversely affect the public health, safety, morals and welfare, since said activities may include forms of gaming or gambling which could lead to illegal activities; and

WHEREAS, the City Council of the City of Palm Coast, Florida, deems it necessary to the public's health, safety, morals and welfare to cause a study to be accomplished relative to the criteria for issuance of permits or other official City action for the following businesses using slot machines or slot machine like equipment or simulated gambling devices: game rooms, arcades, internet cafes, sweepstakes redemption centers or establishments, and to place a temporary moratorium on the issuance of permits, any

other official City action, including the receipt of the business tax for such activities for a period of one hundred and eighty (180) days; and

WHEREAS, the City Council, after holding a public hearing, finds that it is appropriate to impose a temporary moratorium on the licensing and permitting of certain activities related to the following businesses using slot machines or slot machine like equipment or simulated gambling devices: game rooms, arcades, internet cafes, sweepstakes redemption centers or establishments; and

WHEREAS, public hearings were held pursuant to the required published notices at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and

WHEREAS, the City's Planning and Regulation Development Board has reviewed this moratorium for consistency with the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Palm Coast, Florida:

SECTION 1. PURPOSE AND LEGISLATIVE FINDINGS.

The above recitals are hereby adopted as the legislative purpose of this Ordinance and as the City Council's legislative findings.

SECTION 2. DEFINITIONS. The following definitions shall apply to this ordinance:

(a) "Simulated gambling device" means any device that, upon connection with an object, is available to play or operate a computer simulation of any game, and which may deliver or entitle the person or persons playing or operating the device to a payoff. The following rules of construction apply to this definition of "simulated gambling device":

(1) The term "device" means any mechanical or electrical contrivance, computer, terminal, video or other equipment that may or may not be capable of downloading games from a central server system, machine, computer or other device or equipment. The term "device" also includes any associated equipment necessary to conduct the operation of the device.

(2) The term "upon connection with" means insertion, swiping, passing in range, or any other technical means of physically or electromagnetically connecting an object to a device.

(3) The term "object" means a coin, bill, ticket, token card or similar object, obtained directly or indirectly through payment of consideration, or obtained as a bonus or supplement to another transaction involving the payment of consideration.

(4) The terms "play or operate" or "play or operation" includes the use of skill, the application of the element of chance, or both.

(5) The term "computer simulation" includes simulations by means of a computer, computer system, video display, video system or any other form of electronic video presentation.

(6) The term "game" includes slot machine, poker, bingo, craps, keno, any other type of game ordinarily played in a casino, a game involving the display of the results of a raffle, sweepstakes, drawing, contest or other promotion, lotto, sweepstakes, and any other game associated with gambling or which could be associated with gambling, but the term "game" does not necessarily imply gambling as that term may be defined elsewhere.

(7) The term "payoff" means cash, monetary or other credit, billets, tickets, tokens or other electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether made automatically from the machine or manually.

(8) The use of the word "gambling" in the term "simulated gambling device" is for the convenience of reference only. The term "simulated gambling device" as used in this Section is defined exclusively by this subsection and does not incorporate or imply any other legal definition or requirement applicable to gambling that may be found elsewhere.

(b) "Slot machine" has the same meaning as specified in Fla. Stat. § 551.102(8).

SECTION 3. TEMPORARY MORATORIUM UPON THE ISSUANCE OF PERMITS TO THE FOLLOWING BUSINESSES USING SLOT MACHINES OR SLOT MACHINE LIKE EQUIPMENT OR SIMULATED GAMBLING DEVICES: GAME ROOMS, ARCADES, INTERNET CAFES, SWEEPSTAKES REDEMPTION CENTERS OR ESTABLISHMENTS.

All activities relating to the acceptance, review and action upon permit applications for the following businesses using slot machines or slot machine like equipment or simulated gambling devices: game rooms, arcades, internet cafes, sweepstakes redemption centers or establishments are temporarily suspended in order for the City of Palm Coast, through its officials and staff, to have adequate time and opportunity to conduct a study or studies and comprehensively analyze the adequacy of application criteria, standards, and other approved processes and procedures related to the issuance of said permits within the City of Palm Coast. Accordingly, based upon the foregoing, there is hereby imposed a temporary moratorium on the receipt and/or acting upon applications for licenses, permits or any other official City action, related to the following businesses using slot machines or slot machine like equipment or simulated gambling devices: game rooms, arcades, internet cafes, sweepstakes redemption centers or establishments.

During the time the temporary moratorium is in effect, the City will accept no applications or act on any pending applications for permits or business tax receipts for such activities and no such new activities shall be permissible within the City. It is unlawful for any person or entity to engage in the activities that are the subjects of the Ordinance without first obtaining a business tax receipt or permit for such activities. During the period of time that the temporary moratorium is in effect, the City shall not accept payments of the business tax for such activities and shall return any funds accepted for pending applications.

SECTION 4. GEOGRAPHIC AREA COVERED.

The temporary moratorium established in this Ordinance shall be effective in the corporate and municipal boundaries of the City of Palm Coast.

SECTION 5. IMPOSITION OF MORATORIUM.

(a) The temporary moratorium set forth in this Ordinance took effect on May 10, 2011, and shall terminate in one hundred and eighty (180) days or November 6, 2011. The City will not accept or act on applications which are subject to the moratorium until the moratorium has expired.

(b) The City Council may extend the temporary moratorium established in this ordinance one (1) time for a period not to exceed ninety (90) days upon a finding by the City Council set forth in the ordinance that the problems giving rise to the need for the temporary moratorium established herein continue to exist and that reasonable progress is being made in carrying out a specific and prompt plan of corrective legislative action, but that additional time is reasonably needed to adequately address the issues facing the City.

SECTION 6. ALLEVIATION OF EXTRAORDINARY HARDSHIP.

(a) The City Council may authorize exceptions to the moratorium imposed by this Ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on an application for permit, business tax receipt, development order, or other official action of the City for the duration of the moratorium would impose an extraordinary hardship on a landowner or petitioner.

(b) A request for an exception based upon extraordinary hardship shall be filed with the City Manager or designee, including a non-refundable fee of \$350.00 by the owner/petitioner, or the petitioner with the consent of the owner/petitioner, to cover processing and advertising costs, and shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship, and shall contain such other information as the City Manager shall prescribe as necessary for the City Council to be fully informed with respect to the application.

(c) A public hearing on any request for an exception for extraordinary hardship shall be held by the City Council at the first regular meeting of the City Council that occurs after the expiration of the period for publication of notice of the request for an exception.

(d) Notice of the filing of a request for an exception, and the date, time, and place of the hearing thereon shall be published once at least 7 days prior to the hearing in a newspaper of general circulation within the city limits of the City of Palm Coast, Florida.

(e) In reviewing an application for an exception based upon a claim of extraordinary hardship, the City Council shall consider, at a minimum, the following criteria:

- (1) The extent to which the applicant has, prior to the Effective Date of this temporary moratorium, received City of Palm Coast permits or approvals for the following businesses using slot machines or slot machine like equipment or simulated gambling devices: game room, arcade, internet café, sweepstakes redemption center or establishment.
- (2) The extent to which the applicant has, prior to the Effective Date of this temporary moratorium, made a substantial expenditure of money or resources in reliance upon permits or other approvals of the City of Palm Coast directly associated with the operation of the following businesses using slot machines or slot machine like equipment or simulated gambling devices: game room, arcade, internet café, sweepstakes redemption center or establishment.
- (3) Whether the applicant, prior to the Effective Date of this temporary moratorium, has contractual commitments in reliance upon permits or other approvals of the City of Palm Coast to operate the following businesses using slot machines or slot machine like equipment or simulated gambling devices: game room, arcade, internet café, sweepstakes redemption center or establishment.
- (4) Whether the applicant, prior to the Effective Date of this temporary moratorium, has in reliance upon permits or other approvals of the City of Palm Coast incurred financial obligations to a lending institution which, despite a thorough review of alternative solutions, the applicant cannot meet unless the following businesses using slot machines or slot machine like equipment or simulated gambling devices: game room, arcade, internet café, sweepstakes redemption center or establishment are permitted or allowed.
- (5) Whether the temporary moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative

solutions, to earn a reasonable investment backed expectation on the real property that is affected by this Ordinance.

(f) At a minimum, the City Council shall consider the following non-exclusive factors under the criteria set forth in subsection (e) above:

- (1) The history of the property;
- (2) The history of the commercial, business or any use on the property.

(g) At the conclusion of the Public Hearing and after reviewing the evidence and testimony placed before it, the City Council shall act upon the request either to approve, deny, or approve in part and deny in part the request made by the applicant.

SECTION 7. PENDING APPLICATIONS AND EXISTING BUSINESSES.

(a) This temporary moratorium will not affect any business set forth in Section 3 herein, which had a permit application pending as of May 10, 2011, as long as the business and property are in compliance with all applicable local, county, state and federal laws.

(b) This temporary moratorium will not affect any businesses, as set forth in Section 3, herein, currently operating within the City, pursuant to a validly issued business tax receipt or other license or permit, as long as the business and property are in compliance with all applicable local, county, state, and federal laws.

SECTION 8. NEW BUSINESS RECEIPTS OR OTHER OFFICIAL CITY ACTION.

Except as provided in Section 7, applications for business tax receipts, City licenses or permits, or any other official City action, for the operation of internet cafes, or other establishments as set forth in Section 3, received after May 10, 2011, shall be held in abeyance until the conclusion of the moratorium.

SECTION 9. RENEWAL OF BUSINESS TAX RECEIPTS.

The City Manager or his designee is authorized to renew the business tax receipt of any existing internet café or other businesses as described in Section 3 herein, affected by this moratorium, with a valid business tax receipt, in the event such receipt expires before the expiration of this moratorium, upon a finding that said business has not otherwise violated any local, state, county or federal law.

SECTION 10. PENALTIES.

(a) Any person, firm, corporation or agent who shall violate any provision of this Ordinance or who fails to comply therewith, or with any of the requirements thereof, shall be fined in an amount not exceeding five hundred dollars (\$500.00) or be imprisoned for a

period not exceeding sixty (60) days. Either or both penalties may be imposed. Each day during which any violation occurs constitutes a separate offense.

(b) Nothing herein contained shall prevent the City from taking such other lawful action including, but not limited to, equitable legal action, as it deems necessary to prevent or remedy any violation of this Ordinance.

SECTION 11. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 12. CONFLICTS. This Ordinance shall stand repealed as of November 6, 2011, unless extended or sooner repealed; provided, however, nothing herein shall prevent the re-adoption or ratification of this Ordinance in the same or similar form.

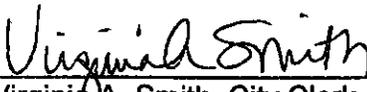
SECTION 13. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Council of the City of Palm Coast, Florida.

Approved on first reading this 7th day of June 2011.

Adopted on second reading this 21st day of June 2011.

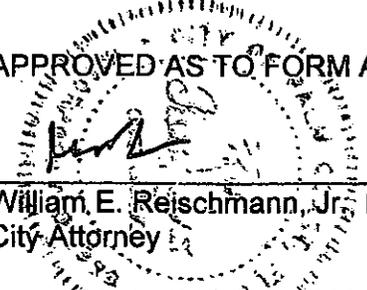
ATTEST:

CITY OF PALM COAST, FLORIDA


Virginia A. Smith, City Clerk


Jon Netts, Mayor

APPROVED AS TO FORM AND LEGALITY:


William E. Reischmann, Jr. Esquire
City Attorney

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