

Ray Bagshaw
Mayor

Pamela Henley
Council Member

John Dowless
Council President

Dan Drummond
Council Member

Neil Powell
Council Member

Michael Hendrix
Council Member

**CITY COUNCIL AGENDA
SPECIAL MEETING
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, September 23, 2014
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. ROLL CALL & DETERMINATION OF QUORUM

E. PRESENTATION(s)

1. **Pg. 1** – Mayoral Proclamation – Red Ribbon Week

F. CONSENT AGENDA

1. **Pgs. 2 - 5** – June 11, 2014 – City Council Workshop Minutes
2. **Pgs. 6 - 16** - August 19, 2014 – City Council Meeting Minutes
3. **Pgs. 17 - 20** – September 3, 2014 – City Council Special Meeting Minutes

G. ORDINANCES – FIRST READING & PUBLIC HEARING

1. **Pgs. 21 - 58** - ORDINANCE NO. 2014-08: 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, 2014, TO SEPTEMBER 30, 2017; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
2. **Pgs. 59 - 61** - ORDINANCE NO. 2014-09: AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 34, "LICENSES AND BUSINESS REGULATIONS," CREATING ARTICLE VI "MOBILE VENDING"

IN THE CITY OF EDGEWOOD CODE OF ORDINANCES; PROHIBITING MOBILE FOOD SERVICE OPERATIONS AND MOBILE SALES OPERATIONS; PROVIDING EXEMPTIONS; PROVIDING DEFINITIONS; PROVIDING FOR REGULATIONS OF ALLOWED MOBILE FOOD SERVICE OPERATIONS AND MOBILE SALES OPERATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE.

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

FINAL BUDGET HEARING

1. Public Hearing/Adoption of the Budget – FY 2014/2015

Pgs. 62 - 78 – ORDINANCE 2014-07 - 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 2014/2015, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

Pg. 79 – RESOLUTION 2014-08 - A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2014/2015, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

I. UNFINISHED BUSINESS

1. **Pgs. 80 - 84** - Appeal – Boise Cascade Special Exception

J. NEW BUSINESS

1. **Pgs. 85 - 102.** - Sunrail Combined Operational Assistance And Voluntary Cooperation Mutual Aid Agreement

K. GENERAL INFORMATION (No action required)

L. CITIZEN COMMENTS

M. BOARDS & COMMITTEES

N. STAFF REPORTS

City Attorney:

Police Chief:

City Clerk:

O. MAYOR & COUNCIL REPORTS

- Mayor Bagshaw
- Council President Dowless
- Council Member Powell
- Council Member Henley
- Council Member Drummond
- Council Member Hendrix

P. ADJOURNMENT

UPCOMING MEETINGS:

October 13, 2014..... Planning & Zoning Board Meeting

October 21, 2014.....City Council 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.

City of Edgewood

State of Florida

MAYORAL PROCLAMATION

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enriqu e "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23 - 31 has been designated national Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Now, Therefore, I, Ray Bagshaw, Mayor, do hereby proclaim October 23-31 as

"RED RIBBON WEEK"

in the City of Edgewood, State of Florida, and urge all citizens to join me in this special observance.

Dated this 23rd day of September, 2014.



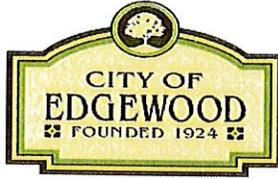
Ray Bagshaw, Mayor

Attest:



Bea L. Meeks, MMC, CPM
City Clerk





**EDGEWOOD CITY COUNCIL
WORKSHOP – JUNE 11, 2014
RE: ULI (Urban Land Institute)**

On Wednesday, June 11, 2014, Council President Dowless called the Edgewood City Council Workshop to order at 9:02 a.m.

The following attendance is noted:

Attendees:

Mayor Bagshaw
Council President Dowless
Council Member Powell
Council Member Henley
Council Member Hendrix
Council Member Drummond

Staff:

Administrative Assistant Wild
Chief Francisco

Council President Dowless announced that there will be a change in the order of the workshop. There were no objections.

The Council discussed Ordinance 2014-05; Tree Management and Protection. Council President Dowless noted that there will be discussion of the Ordinance but no vote will be taken. Council President Dowless questioned the verbage in the Ordinance regarding the Mayor and “his or her designee”. Council Member Drummond questioned the cost of an arborist report to the citizens, and Mayor Bagshaw confirmed that it is no cost to the resident.

The Mayor said that Council may want to discuss adding to the Ordinance that HOA approval may be required. Council Member Henley noted there should be specific guidelines, including if the tree can be saved, Council President Dowless said that it is a goal of the city to preserve trees.

Council Member Hendrix questioned if sharing the costs of the tree removal should be added to the Ordinance.

Chief Francisco said that proper maintenance of trees is huge, because if trees are trimmed properly it could improve the health of the trees.

Council President Dowless requested that it be noted in the record that all Council Members are in attendance, (Council Member Henley joined the meeting at 9:05 a.m.).

Council moved on to consider retaining the services of the Urban Land Institute (ULI). Council President Dowless provided reports to Council from the Urban Land Institute (ULI). Council President Dowless questioned Council with what improvements they would like to see. Council President Dowless noted that he would like to see improvements on Orange and Hansel Avenue.

Council Member Henley questioned how the City knows what is Florida Department of Transportation's (FDOT) property and what is the City's, Mayor Bagshaw said that there is a process that you go through and there are permits that can be applied for.

Chief Francisco noted that FDOT is planning in the future for underground and above ground utilities. The Chief requested that FDOT contact the City to keep the City in the loop.

Council Member Powell noted that it is often hard to get FDOT to move and make decisions. Mayor Bagshaw stated how it is important to keep in contact with State Representative Andy Gardner with the City's requests.

Council President Dowless noted the specifics of what needs to be done. Mayor Bagshaw said the City wants to "dress up" the Orange Avenue corridor. Council President Dowless questioned Council on how they want to specify these changes?

Below is what Council listed as some changes they would like to see, as their "wish list" for the City:

- Council Member Henley said she would like to see nice sidewalks, street signs, and plant baskets. Council President Dowless and Council Member Drummond noted there needs to be consistency throughout the city. Street lighting was also referenced to be added to the wish list. Council Member Drummond noted if in the future Orange Avenue will be moving towards six (6) lanes, and the City needs to keep that in mind. It was also noted that the signage needs to be consistent. Council President Dowless said that the 2040 map (according to Metro Plan) six (6) lanes are not shown in Edgewood.
- It was noted that Fort Gatlin is an eye sore and that the plaza needs to be cleaned-up. Council Member Henley said that the City needs to be realistic in their "wish list". Resident Bonnie Bagshaw noted median strips and Mayor Bagshaw noted that FDOT won't allow that to be done.
- Council Member Henley questioned Council President Dowless as to the compilation of Council's "wish list". She said when provided to the consultant, how much cost is the City going to incur to develop a plan. The Mayor noted he has questioned someone who has worked with this firm in the past, and they gave a good recommendation.

- Council Member Drummond requested that a sign be installed to demark when you're entering and leaving the City. Resident Bonnie Bagshaw stated "if we want to move forward with "Edgewood District", we need to do it and run with it".
- Mayor Bagshaw noted the positives that Edgewood has to offer: Major hospitals, airport, Charter Schools, lakes, malls and the Edgewood Police Department.
- Council President Dowless said that the consultants would want a list of parcels in the City. Mayor Bagshaw said the city would want an overwalk.
- Council Member Drummond noted annexations, and working on properties to be annexed into the City. Council President Dowless referred to the annexation for Oak Water Plaza, Mayor Bagshaw said that he needs assistance with items such as annexation.
- Mayor Bagshaw reported that Edgewood Isle is being cleaned up, and said their Site Plan was approved by the City. He provided an overview of the improvements.
- Mayor Bagshaw reported that 1.2 acres was put up for sale last week, and that the parcel of land is in Orange County. He said he has inquired about annexing the property.
- Mayor Bagshaw noted that the cost for the bridge at Harbour Island is one million dollars, so the City may want to look into a bond for the City in the future. Council also discussed the possibility of having reserves set aside for the bridge. Council Member Powell noted that Pine Castle is no longer a City because they failed to pay a bond.
- Council President Dowless suggested the City doing a regional Community Redevelopment Area (CRA). Council Member Henley questioned if the City would need a grant. Resident Bonnie Bagshaw noted the reasons the City can't get grants, and said the City is ranked #7 as the richest city in Florida; due to resident per capita.
- Council Member Henley questioned Edgewood's green space, stating that the City doesn't have any green space. Council Member Powell noted that there is Cypress Grove Park, and Chief noted that the park is now being patrolled by Edgewood's Police Department. Council Member Drummond said he would like to see the City get some compensation for patrolling the area. Chief Francisco said that the City isn't losing anything by patrolling the park, because the people that go into the park are also entering the City. Council Member Powell noted that the Orange County Sherriff's Office should be contacted because of activities in the park. Council Member Henley said that the City should start to support "Friends of Cypress Grove Park" because they are on the brink of closing their organization due to funding. She noted that adding a line item to the budget would be great. Council Member Drummond noted that friends should come to a Council Meeting with a presentation prior to adding a line item to our budget. Council Member Hendrix questioned if surveillance videos can be added to the park, Chief said that would be great but that would be more of an Orange County issue. Chief Francisco also reported that fiber infrastructure from Holden to Hoffner Avenue fiber optics would cost between \$150,000 to \$200,000.

It was noted that on June 25th, the Mayor and Council President will be meeting with Commissioner Clarke and Chris Testerman (Orange County), to discuss a regional (CRA). Council President Dowless noted the City would want the CRA's to complement one another.

Mayor Bagshaw referenced the ULI report and said that there are more details that Council may want to read and review.

ADJOURNMENT

With no further business or comments, the workshop was adjourned at 11:00 a.m.

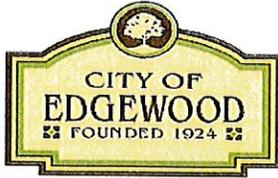
John Dowless
Council President

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk

APPROVED BY CITY COUNCIL ON _____

DRAFT



AUGUST 19, 2014
REGULLAR CITY COUNCIL MEETING MINUTES

On Tuesday, August 19, 2014, Council President Dowless called the Edgewood City Council regular meeting to order at 6:30 p.m. The invocation was given by Council Member Powell followed by the Pledge of Allegiance.

The following attendance is noted:

Ray Bagshaw, Mayor (Quorum)
John Dowless, Council President
Neil Powell, D.D.S., Council Member
Pam Henley, Council Member
Mike Hendrix, Council Member
Dan Drummond, Council Member

STAFF

Bea Meeks, City Clerk
Chris Francisco, Police Chief
Drew Smith, City Attorney
Ellen Hardgrove, AICP

CONSENT AGENDA

1. Review and Approval of Minutes
 - July 15, 2014

Council Member Powell made the Motion to approve the consent agenda; Seconded by Council Member Hendrix. Unanimously approved (5/0).

PRESENTATIONS

Mayoral Proclamation – Childhood Cancer Awareness Month

City Attorney Drew Smith read the Mayoral Proclamation, proclaiming the month of September as Childhood Cancer Awareness Month.

ORDINANCES – FIRST READING & PUBLIC HEARING

None.

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

1. Boise Cascade – South Lake Holden Home Owners Association's Appeal

City Attorney Smith explained that the proceedings for the appeal are quasi judicial. He said Council can accept, modify or reject the appeal. City Attorney Smith swore in all who will be giving testimony.

City Attorney Smith confirmed for Planner Hardgrove that the lot split, rezoning, and special exception will all be addressed separately. Planner Hardgrove gave a brief explanation of each application. Council President Dowless noted for Council that the lot split application, Memorandum Of Understanding (MOU) and special exception application are not in the packet; these documents were reviewed in the July Council meeting. Planner Hardgrove said the rezoning is appropriate with the current commercial zoning.

Planner Hardgrove said that City Council approved C-3 zoning on the new lot, and special exception for special storage. She cited each condition (8) that the Planning & Zoning Board, and Council approved. City Clerk Meeks explained why the minutes were not prepared, and that the minutes would not be verbatim. She said the appellants would want a verbatim transcript. She explained the number of people who received notice regarding the lot split, rezoning and special exception.

Open to the Public:

Randall Sumner, 305 Krueger Street, Orlando, FL 32856-(read his statement into the record). Mr. Sumner said he represents Southlake Holden Home Owners Association (HOA), which includes property owners along Forrestal Avenue. He said the HOA is adjacent to the subject area. He said the recommendation and decisions of the Planning & Zoning Board was appealed for a number of reasons. He said he first wanted to address a procedural issue. He said there are procedural conditions based on Section 134-108, of the City Code, which were not followed. City Attorney Smith said Council did not modify the Planning & Zoning Board's recommendation, deny or reject. Mr. Sumner said not having the minutes of the July 14, 2014 Planning & Zoning Board meeting causes an impediment to the Homeowner's Association. He said they do not know how to proceed. City Clerk Meeks said that when the appeal was filed, it was five days after the meeting, and the minutes had not been prepared. City Clerk Meeks noted that the minutes, if prepared, would have been action minutes. She said she believed the appellant would need verbatim minutes. She said the City does not provide verbatim minutes. Mr. Sumner also noted that a Notice should have been sent to those who initially received notice of the Special Exception, per City Code. Mr.

Sumner asked that the appeal hearing be rescheduled. City Attorney Smith will review and provide an answer later in the meeting.

Jim Worthen, P.O. Box 568412, Orlando, FL 32856- Mr. Worthen said he believes Mr. Sumner is correct; the Code requires that notice be provided to the property owners within 500 feet because they are also appealing the special exception application (Sec. 135-08).

Council Member Powell said there are 17 homes along Forrestal Street (east side). Council Member Powell says he understands that these residents are not interested in annexing into the City of Edgewood. Mr. Sumner said they were approached and that coming into Edgewood would not be beneficial. Council Member Powell questioned how would he respond to complaints from people in the City or not in the City, and said it would carry more weight with him if they were in the City. In response to Council Member Powell, Mr. Sumner agreed that he would not be affected except when he drives down Forrestal Avenue. Council Member Drummond said he appreciates Council Member Powell's, and anyone else's point of view, and said his decision is not affected by whether or not "they" live in the City.

City Attorney Smith confirmed that Notice should have been sent to those who received notice of the original application for the Special Exception. He said Council can still address the lot split and rezoning in this meeting, and reschedule the Special Exception appeal for a later hearing.

Chris Mello, Boise Cascade – (Sworn in) In response to Council Member Drummond, Mr. Mello said Boise would not be harmed if "this was not all done in one package". Mayor Bagshaw said he thinks it is critical to know the history of the properties particularly, that the commercial buildings existed before the homes.

David Flowers, 5704 Harcourt Avenue, Orlando, FL – (Sworn in) Mr. Flowers said that of the 17 residents, there are only 3 residents that have been there for at least 10 years. He said they are complaining about something that was already there.

Planner Hardgrove noted that the conditions of approval are specific to the rezoning.

Michael Nutile- Boise Cascade- Mr. Nutile said that if the C-3 zoning is approved and the Special Exception is not approved, he said Boise will not purchase the property.

Resident Jim Worthen suggested that the City notice the public of the Special Exception appeal. Mr. Worthen says he applauds the Clerk for the work that she does however, noted his concerns of not having the minutes of the July Planning & Zoning meeting. He said that there was no record transmitted. City Clerk Meeks said a memorandum was provided as to the action taken in the Planning & Zoning meeting. Mr. Worthen said he believes there were errors in the memorandum as it relates to what transpired in the meeting.

In response to Council President Dowless regarding the process, discussion was held as to when to hold a hearing on this matter. In response to Council President Dowless, Planner Hardgrove said there is no downside to addressing the lot split and rezoning "in this meeting". Planner Hardgrove said that the R-1A zoning on the Church property cannot be used. She said the property has to be used for Commercial land use unless the Future Land Use Map is changed.

It was the consensus of Council to proceed with the lot split and rezoning, and notice the appeal of the Special Exception for a later hearing. City Attorney Smith said that now that they agree to move forward, they can open the floor again. He noted that Council has not been provided with what errors are being asserted that the Planning & Zoning Board made, which is part of the appeal.

Council President Dowless asked if there was anyone who wanted to speak on the Planning & Zoning Board's recommendation. Randall Sumner came forward. Mr. Sumner said that without the minutes he cannot speak. He said he believes there were errors in the memorandum that Council was given. Mr. Sumner confirmed for Council President Dowless that he attended the Planning & Zoning meeting. Mr. Sumner said that his issues are: (1) Issues regarding restricting access to the property. Planner Hardgrove said that it was addressed and it was restricted (access is through an adjacent C3 zoned property), (2) the 8 foot wall separating the zoning districts. City Attorney Smith said this is part of Code and not part of the recommendation. (3) Mr. Sumner noted the setbacks on the western border, stating that the Planning & Zoning Board members "sorta nodded in agreement that 30 feet is not sufficient". Council President Dowless said that "nodding one's head is not ever in the minutes." Mr. Sumner said that he may have to get the tape recording to have the minutes transcribed. City Clerk Meeks said for the record no one requested a copy of the recording of the Planning & Zoning Board meeting. Mr. Sumner confirmed there was no Motion made for the 30 foot setback. Council Member Henley that this was discussed in the July Council meeting and Council agreed with the recommendations of the Planning & Zoning Board. Mr. Sumner said the 30 foot setback on the west side should be more, and noted the south property line setback is 25 feet. Mr. Sumner said he is not concerned about this as long as it has visual screening on Holden Avenue and on the South. Planner Hardgrove said the side setback for C3 zoning is 25 feet and the rear is 30 feet. The reason it is specified as a condition is because she is not sure which is rear or side. Ellen said it is the choice of the developer whether or not they put in a fence or a wall, unless City Council adds a condition. Chris Mello said that since the first time Boise met with Planning & Zoning Board, the plan has not changed; it was always drawn as 50 feet off the fence.

Doris Click-228 Doolittle Street, Orlando, FL- (Sworn-in) Ms. Click said Mr. Sumner is trying to say that Planning & Zoning Board member Susan Lomas said that "she was here" when they first came into the subdivision. She said there were conditions placed at that time and Susan was involved with HAINC. Ms. Click said Susan Lomas noted that the retention pond is to be extended down to the Church property and to keep it as a buffer, which is 50 feet. Mayor Bagshaw said that we all hear and retain things

differently and that he was in the Planning & Zoning Board meeting and there was never a Motion made, it was never brought for a vote.

Council Member Drummond said he accepts and affirms the decision of the Planning & Zoning Board for the recommendation of the rezoning and lot split; Second by Council Member Powell.

The Motion passed with the following roll-call vote (5/0):

Council Member Powell	Favor
Council President Dowless	Favor
Council Member Henley	Favor
Council Member Drummond	Favor
Council Member Hendrix	Favor

It was the consensus of Council that the Special exception will be placed on the September 16, 2014 agenda, and Notice will be mailed to the property owners within 500 feet of the subject property.

City Attorney Smith read the Mayoral Proclamation proclaiming the Month of September 2014 as "Childhood Cancer Awareness Month".

There being no objections from Council, Council President Dowless changed the order of the agenda to address Ordinance 2014-06.

- 2. ORDINANCE 2014-06 AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA AMENDING ORDINANCE NO. 2003-15 BY AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 103 WEST HOLDEN AVENUE COMPRISING 1.19 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM SINGLE-FAMILY RESIDENTIAL (R-1A) ZONING CLASSIFICATION TO A COMMERCIAL (C-3) ZONING CLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Smith read Ordinance 2014-06 in title only for second reading.

Council Member Powell made the Motion to approve Ordinance 2014-06; Seconded by Council Member Henley.

Planner Hardgrove presented her report including the recommendation and eight conditions for approval by the Planning & Zoning Board. Planner Hardgrove described each condition; some with brief explanation. In response to Council Member Hendrix, Planner Hardgrove said the days and operation of hours was not specified.

Jim Worthen- Spoke as to the conditions of rezoning. He ask that there be a condition that adjacent properties' access be used with an access from the adjacent C-3 zoned land, with trucks only entering and exiting to the east of Holden Avenue. He asked Council to be more restrictive. Mr. Worthen addressed conditioned #4 regarding the building setback. He said that the site plan shows 50 feet because of the retention pond.

Mr. Mello and said there should be no harm in having the building setback at 50 feet instead of a 30 foot setback. (Condition #5) Mr. Worthen said the building should be one floor and compatible to the adjacent buildings. He asked that the operational hours be Monday through Friday. He said bordering on the Boise property are railcars. He said on the subject parcel they asked that railcars, fuel storage and trucks and trailer parking be prohibited on this parcel. He said this means that another rail spur is not going to be put in. He said he would like for these things to be added as conditions. In good faith to the community, Mr. Worthen said if this is about Boise Cascade and Boise Cascade put up the application, paid the fee and submitted the site plan; he does not think it is unreasonable that a condition to the rezoning of the property be when the title of the property is passed to Boise Cascade. City Attorney Smith said it is not legal. Planner Hardgrove confirmed that the maximum building height of a home can be 35 feet. Mr. Worthen clarified that even though the land use on the map on Forrestal is commercial, no one has asked for it to be re-designated. Council Member Henley asked Chris Mello to explain how Boise stacks their lumber. He said the lumber is usually stacked 6 units high, or 24 feet. He said that the fire department sometimes requires a higher ceiling to meet fire code for the sprinklers. In response to Council Member Drummond, Mr. Mello said that there could be an extra spur for a tractor/trailer. Mr. Mello said Monday through Friday, 6 a.m. to 6 p.m., is an issue and it is a "show-stopper". He said condition #6 is a showstopper because Boise Cascade does run chain saws. He said there has always been noise (14 years). He said the current property allows them to go to double shift. Responding to Council President Dowless, Chief Francisco said Code Enforcement received notice of code violations at 3:30 today (August 19, 2014) from adjacent property owners. Code Enforcement Officer Cabalas said in 2010 and 2011 there was a complaint regarding parking. Council Member Henley confirmed with Mr. Mello that his concerns are with conditions #6, operational hours and #7, the 35 foot height of the building.. Planner Hardgrove said operational hours of 6 to 6 is too confining. Council Member Drummond said that if Council follows Mr. Worthen's thought, the operational hours are not consistent with the current operations. City Attorney Smith said a rail spur is not permitted by the City. Planner Hardgrove reminded Council that this is not a site plan approval and this will come back to Council. Mr. Worthen said conditions 6 and 7 are now at an impasse. He said the conditions are in the MOU. City Attorney Smith said the MOU has not been signed. Council Member Powell said Council should address the whereas clause(s). It is not in the packet so he cannot refute or agree. City Attorney Smith said the MOU is going to track the conditions of the Ordinances.

Bill Helger-4541 Forrestal, Orlando, FL – Mr. Helger noted that directly behind the property is the rail car, and if they add more rail they can curve it to the right. He said the extended rail would be on Boise property therefore, it would be their responsibility to take care of. Council Member Henley said that it looks as if Boise is just doing a continuation of the current property. She said she does not have a problem removing conditions #6 and #7. Council President Dowless said he does not agree with adding a rail spur; Council Member Henley agreed. Council Member Powell said that SunRail is not in the freight business; he said CSX could put a spur in.

Planner Hardgrove noted condition #8 (regarding MOU), and said if Boise Cascade decides not to go through with the purchase, the zoning reverts back to R1A. She said the MOU would not be useful.

Council Member Powell withdrew his Motion.

Council Member Henley made a Motion to amend condition #1 by adding “and access” and strike conditions #6 and #7, and replace condition #6 with no rail spur on adjacent property shall be extended onto the subject property, and condition #8 becomes #7, Motion contingent on the Memorandum of Understanding, and effectiveness of the Ordinance is subject to the execution by the owner and the applicant of the amended Memorandum of Understanding; Seconded by Council President Dowless.

The Motion passed with the following roll-call vote (5/0):

Council Member Powell	Favor
Council Member Henley	Favor
Council Member Drummond	Favor
Council Member Hendrix	Favor
Council President Dowless	Favor

LOT SPLIT:

Planner Hardgrove read the legal of the lot split as submitted into the record (Exhibit A). City Attorney Smith said this is becoming its own separate lot. Planner Hardgrove said she is okay with the condition placed on the property regarding the access is appropriate.

Council Member Powell made the Motion to approve the lot split as presented; Seconded by Council Member Hendrix.

Jim Worthen requested that Council add access “with an adjacent C3 zoning parcel”. City Attorney Smith explained why you cannot do what Mr. Worthen is asking. City Attorney Smith said it is hard to place a condition on a lot split.

The Motion passed with the following roll-call vote (5/0):

Council Member Hendrix	Favor
Council President Dowless	Favor
Council Member Henley	Favor
Council Member Powell	Favor
Council Member Drummond	Favor

RECESS AT 9:20 P.M.
RECONVENE AT 9:27 P.M.

ORDINANCE 2014-05 AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA AMENDING CHAPTER 130, "TREE MANAGEMENT AND PROTECTION," OF THE CODE OF ORDINANCES; RESTRICTING TREES PLANTED BENEATH POWER LINES TO UNDERSTORY TREES; AMENDING CHAPTER 50, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," PROVIDING FOR PERMITS FOR PLANTINGS, REMOVALS AND TREE MAINTENANCE CONDUCTED WITHIN CITY RIGHTS-OF-WAY TO BE ISSUED BY THE MAYOR OR HIS OR HER DESIGNEE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

City Attorney Smith read Ordinance 2014-05 in title only. City Attorney Smith provided a brief summary of changes.

Council President Dowless made the Motion to approved Ordinance 2014-05; Seconded by Council Member Powell.

The Motion passed with the following roll-call vote (5/0):

<i>Council Member Hendrix</i>	<i>Favor</i>
<i>Council Member Drummond</i>	<i>Favor</i>
<i>Council President Dowless</i>	<i>Favor</i>
<i>Council Member Powell</i>	<i>Favor</i>
<i>Council Member Henley</i>	<i>Favor</i>

Resident Ellen James, 515 Mandalay Road, Edgewood, FL thanked Council for the paving done on Mandalay road.

Residents Les and Ella Slesnick presented a check for the City's tree fund.

NEW BUSINESS

Mayor Bagshaw presented an application for the recommendation of a Planning & Zoning Board appointment of Chris Rader.

Council Member Powell made the Motion to approve Mayor Bagshaw's recommended appointment; Seconded by Council Member Hendrix. Unanimously approved (5/0).

1. **RESOLUTION 2014-07** - A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA AMENDING THE FEE SCHEDULE FOR CERTAIN CITY SERVICES BY AMENDING THE FEES FOR LIEN SEARCHES AS REFERENCED IN SECTION 2-129 OF THE CITY OF EDGEWOOD CODE OF; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith read Resolution 2014-07 in title only. City Clerk Meeks explained the purpose of the Resolution.

Council Member Powell made the Motion to approve Resolution 2014-07; Seconded by Council Member Hendrix.

The Motion passed with the following roll-call vote (5/0):

Council President Dowless	Favor
Council Member Powell	Favor
Council Member Hendrix	Favor
Council Member Drummond	Favor
Council Member Henley	Favor

RE: Redevelopment of Orange Avenue Corridor - Urban Land Institute's Proposal for a Technical Advisory Panel

Council President Dowless referred to his email that was included in the agenda packet, regarding the Urban Land Institute's proposal and gave explanation. Council President Dowless said the approximate costs will be \$15,000 to \$16,000. Council President Dowless said he would like to use funds from the current year's budget. Mayor Bagshaw said he would like for the City to do something. He said he would like to see an overlay of potential land development. He said the main reason he likes it is that it gives a roadmap.

Council President Dowless made the Motion to approve the Urban Land Institute's proposal, supported by funds not to exceed \$16,000; Seconded by Council Member Drummond who requested that the Motion include that the funds will be used within the current fiscal year budget.

Jim Worthen said he agrees with what the Council President is requesting. He suggested that the Urban Land Institute define their objectives, purpose and their goals and provide to Council. **UNANIMOUSLY APPROVED** A tentative workshop date of October 24, 2014 was discussed.

UNFINISHED BUSINESS

None.

GENERAL INFORMATION (No action required)

None.

CITIZEN COMMENTS

BOARDS & COMMITTEES

None.

STAFF REPORTS

City Attorney:

None

Police Chief:

Chief Francisco gave his monthly activity report in a PowerPoint presentation.

City Clerk:

City Clerk Meeks provided Council with status report regarding the records management project. She also reported that she has been appointed to the Florida League of Cities Legislative Policy Committee for transportation and growth management. Her final report was an update on the status of Business Tax Receipts.

MAYOR & COUNCIL REPORTS

- **Mayor Bagshaw:**

None.

- **Council President Dowless:**

None.

- **Council Member Powell:**

None.

- **Council Member Henley:**

None.

- **Council Member Drummond:**

Council Member Drummond said that he wants the City to get assistance from the University of Central Florida, to determine the needs of the City. ***Consensus of Council for the Mayor to proceed with Council Member Drummond's request.***

- **Council Member Hendrix:**

None

ADJOURNMENT

Having no further business or discussion, the meeting adjourned at 10:09 p.m.

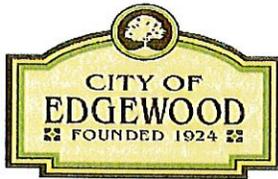
ATTEST:

John Dowless
Council President

Bea L. Meeks, MMC, CPM
City Clerk

Approved by Council on _____, 2014

DRAFT



**SEPTEMBER 3, 2014
SPECIAL CITY COUNCIL MEETING MINUTES**

On Wednesday, September 3, 2014, Council President Dowless called the Edgewood City Council special meeting to order at 6:30 p.m. The invocation was given by Council Member Powell followed by former Council Member Lee Chotas leading the Pledge of Allegiance.

The following attendance is noted:

Ray Bagshaw, Mayor (Quorum)
John Dowless, Council President
Neil Powell, D.D.S., Council Member
Pam Henley, Council Member
Mike Hendrix, Council Member
Dan Drummond, Council Member

STAFF

Bea Meeks, City Clerk
Chief Chris Francisco
Drew Smith, City Attorney

PRESENTATION(s)

1. The Honorable Rick Singh, CFA, Orange County Property Appraiser (attending with Mr. Singh was Roger Ross), gave a brief summary of the 2014 Property Appraiser's Value Report. Council Members and the City Clerk were provided with a copy of the report.

CONSENT AGENDA

1. August 12, 2014 – City Council Workshop Minutes
2. August 18, 2014 – City Council Workshop Minutes

Council Member Powell made the Motion to approve the consent agenda; Seconded by Council Member Henley. Unanimously approved (5/0).

ORDINANCES – FIRST READING & PUBLIC HEARING

1. **ORDINANCE NO. 2014-07:** 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 2014/2015, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Meeks referred Council to the corrected Ordinance at their dais seat. City Attorney Smith read Ordinance 2014-07 in title only.

Council Member Powell made the Motion to approve the first reading of Ordinance 2014-07; Seconded by Council President Dowless.

Council President Dowless opened to public hearing. Receiving no comments or questions, the public hearing was closed.

Council Member Powell reported to Council about a news report regarding the arms/gates on the SunRail track, and noted the amount of money it will cost. He said Holden is one of those tracks, and the City may have to help with the funding. He said Council may want to change the millage. Mayor Bagshaw said he was not aware of this however; the City does have an agreement to maintain the crossing.

Mayor Bagshaw said that when Council addresses roads and streets, he is not totally comfortable with the amount. He said that a determination has not been made for the mast arms on Gatlin and Orange Avenue. He said the City will not have money involved in the redesign but will in the installation of the mast arms. Mayor Bagshaw said he thinks the City is okay with the millage. He reported that a contractor assessed the streets and he thinks the City can make up the deficit based on the estimated costs provided.

The Motion passed with the following roll-call vote (5/0):

Council Member Powell	Favor
Council Member Henley	Favor
Council President Dowless	Favor
Council Member Drummond	Favor
Council Member Hendrix	Favor

Public Hearing/Adoption of the Tentative Budget – FY 2014/2015

(The proposed budget will be attached with Resolution 2013-08, which will be read at the final budget hearing on September 16, 2014 meeting)

Council President Dowless complimented the Mayor, City Clerk and Council Member Hendrix for their work on the budget.

Council Member Powell made the Motion to approve moving the budget forward; Seconded by Council Member Hendrix.

Mayor Bagshaw referred Council to the City Clerk's memo regarding the changes made by City Hall and the Police Department to the budget, as a result of the second budget workshop.

Mayor Bagshaw said he has no problem keeping the roads/streets budget as is however, he said there may be changes because Council asked to keep at 50/50, and the Mayor said he is not sure that this can be done.

Mayor Bagshaw reported that Chief Francisco has talked to another agency regarding use of the AFIS machine, and it looks favorable.

Mayor Bagshaw confirmed for Council Member Henley that when Council approved the additional officer, overtime was not increased. Chief Francisco said that the overtime would have increased to \$50,000 to \$60,000, depending on the level of service that Council wants. Chief Francisco said if you look at the budget, excluding personnel, the operational costs have been reduced. Chief Francisco provided the information that Council requested in the second budget hearing.

Open to Public Hearing

Resident, Lee Chotas, thanked Council and staff for doing a wonderful job with the budget. He said to his knowledge, the City of Edgewood is in better shape than any City in Orange County. Mr. Chotas reminded Council that last year they agreed by vote to do a zero based budget. Council Member Henley said it was zero based from the Police Department side. Applause led by Former Council member Chotas.

Mayor Bagshaw said that United Health Care is now offering health insurance for domestic partners.

The Motion passed with the following roll-call vote (5/0):

<i>Council Member Henley</i>	<i>Favor</i>
<i>Council President Dowless</i>	<i>Favor</i>
<i>Council Member Hendrix</i>	<i>Favor</i>
<i>Council Member Drummond</i>	<i>Favor</i>
<i>Council Member Powell</i>	<i>Favor</i>

City Clerk Meeks explained that the second and final budget hearing was scheduled for September 16, 2014 however, per the TRIM schedule, Council cannot have a final hearing until September 18, 2014 or after, up to October 3, 2014. ***It was the consensus of Council to not have the regularly scheduled meeting on September 16, 2014, and move the agenda to September 23, 2014, to hold the second and final budget hearing.***

UNFINISHED BUSINESS

1. Certificate To Non-Ad Valorem Assessment Roll

City Clerk Meeks reported that Council approved the non ad valorem assessment in another Council meeting. She said that she needs their approval for the Mayor to execute the Certificate To Non-Ad Valorem Assessment Roll.

Council Member Powell made the Motion to approve the Mayor executing the Certificate; Seconded by Council Member Henley.

Chief Francisco acknowledged and thanked Shannon and Vince for their work on the budget; both were in attendance.

GENERAL INFORMATION (No action required)

None.

CITIZEN COMMENTS

None.

ADJOURNMENT

Having no further business or discussion, the meeting adjourned at 7:25 p.m.

ATTEST:

John Dowless
Council President

Bea L. Meeks, MMC, CPM
City Clerk

Approved by Council on _____, 2014

ORDINANCE 2014-08

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, 2014, TO SEPTEMBER 30, 2017; 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, 2014, to September 30, 2017.

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 _____.

FIRST READING this _____ day of _____, 2014.

SECOND READING and adoption this _____ day of _____, 2014.

Ray Bagshaw, Mayor

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk

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. The Employer shall have 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

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

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 excluding longevity pay or educational incentive; 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 As used in this agreement the term probable cause shall mean: a reasonable ground to suspect that a person has committed a particular violation of offense.
- 4.3 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.
- 4.4 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 they have successfully completed the probationary period. Probationary employees who are terminated during this period shall have a right to have a Union representative present during any termination meeting. Prior to the meeting imposing discipline in such cases, the officer shall be relieved of duty and departmental weapons will be surrendered.
- 4.5 Whenever an employee is under investigation and subject to interrogation by the Police Department for any reason potentially leading to disciplinary action, demotion, or dismissal, such investigation shall be conducted under the following conditions in addition to the most current version of F.S.S. 112.532 (common name Police Officer Bill of Rights) as enacted by the Florida Legislature:

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

- 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 warrants 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, which shall be 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 given time.
- D. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he 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. The employee can be charged with insubordination if they refuse 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 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 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 continued fitness for law enforcement service. The employee will answer

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

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 as to how questions should be answered. 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 prior to the effective date of such action.
- L. No employee shall be discharged; disciplined; demoted; denied promotion, transferred, or reassigned, 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 F.S.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 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 non-incarcerated 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 or voice stress analysis designed to determine the truthfulness of his or her 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 examination or voice stress analysis information shall not be used for disciplinary purposes without corroborating evidence. Only relevant questions to the issue under investigation will be asked. Reports of such tests and/or examinations will be included in 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 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.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

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.

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, 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 unpurged 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 methods.
 4. The examination shall not be postponed due to the employee's counsel or representative's availability.
- U. The charges "conduct unbecoming an officer," "incompetence," and "carelessness," must contain the specific details of the charged conduct.

4.6 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:
With the Chief's approval, an employee may forfeit accrued personal leave in lieu of a suspension without pay provided that no indebtedness to the City occurs.
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 considered in determining discipline. Nothing herein prevents discipline or discharge with 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.

- 4.7 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).
- 4.8 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 utilized in attendance.
- 4.9 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 for inspection by the Employer.
- 4.10 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. 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 shall immediately out of service the vehicle and inform his supervisor. The unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe.”
- 5.3 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. Additionally, 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 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.

- 5.4 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.
- 5.5 Each sworn bargaining unit member assigned patrol division duties prior to commencing his tour of duty shall be assigned an operable portable radio.
- 5.6 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 ammunition each annual quarter for firearms practice on an employee's own time.
- 5.7 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 locations in which employees may be required to reside.

Employees must be able to respond to their regular work assignment location within sixty (60) minutes when in an active on-call/recall status.

ARTICLE 7 BULLETIN BOARDS

- 7.1 The Union will be allocated a reasonable location within the Police Department for a bulletin board for posting of Union material.
- 7.2 Such bulletin board space is designated 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, for police officers, shall be determined by total calculated length of continuous full-time law enforcement service with the Edgewood Police Department. Employees with the same date of hire shall be assigned to the seniority list by alphabetical listing of their last name.

Seniority, for supervisors, shall be determined by the amount of continuous full-time sworn law enforcement service with the Edgewood Police Department in rank. Each rank is independent of the other and upon promotion, rank seniority shall commence on the effective date of the assigned current rank.

8.2 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.

8.3 An employee who 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, rank seniority, and failure to respond as above shall be considered an abandonment of his position by the employee.

8.4 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 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.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

- E. In the event, the Police Chief determines it necessary to reduce the number of positions within a certain classification, determination of which bargaining unit will be bumped down to a lower classification shall be based on rank seniority. 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 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 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, 2014 to September 30, 2015 the following wage adjustments shall be made:
- Each Police Officer and Police Officer Sergeant employed on or before October 1, 2014 by the Department shall have their base pay raised by two (2) percent.
- 9.3 For fiscal year October 1, 2015 to September 30, 2016, the following wage adjustments shall be made:
- Each Police Officer and Police Officer Sergeant employed on or before October 1, 2015 by the Department shall have their base pay raised by two (2) percent.
- 9.4 For fiscal year October 1, 2016 to September 30, 2017, the following wage adjustments shall be made:

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

Each Police Officer and Police Officer Sergeant employed on or before October 1, 2016 by the Department shall have their base pay raised by two (2) percent.

- 9.5 Employees who are required to work in a higher classification, due to a supervisor's absence shall be paid at ten (10) percent more of their hourly rate of pay for each hour worked, after forty (40) hours of such work.
- 9.6 An annual longevity payment based on years of total calculated length of continuous law enforcement service shall be paid to current bargaining unit employees. A separate check for the Longevity pay shall be issued annually by the first Thursday of November. The following schedule of payment commencing October 1, 2014 will be used:

Longevity Payment Schedule:

Years of Service:	Amount:
1 to less than 3 years	\$200.00
3 years to less than 5 years	\$400.00
5 years to less than 7 years	\$800.00
7 years to less than 9 years	\$1000.00
9 years to less than 11 years	\$1200.00
11 years to less than 13 years	\$1400.00
13 years to less than 15 years	\$1600.00
15 years to less than 17 years	\$1800.00
17 years to less than 19 years	\$2000.00
19 years to less than 21 years	\$2200.00
21 years to less than 23 years	\$2400.00
23 years to less than 25 years	\$2600.00
More than 25 years	\$3000.00

- 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.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

Normally, employees shall be scheduled a minimum of two (2) consecutive days off during each work week.

- 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 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 biweekly payroll checks available for pickup and/or direct deposit 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 1/2) of their base hourly wage or time and one-half (1 1/2) 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. The decision of whether an employee receives straight time pay or straight compensatory time shall be solely within the discretion of the Police Chief or his designee.

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 time 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. Employees will not be compensated for being placed in an on-call status while not working.

- 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 and not performing actual work, but in readiness to perform actual work when the

need arises. Standby duty shall not include an employee who, due to the job description of the position, may be called back outside of his normally schedule work hours unless such employee is required to be available for and respond within one hour to such calls by order of the Police Chief or a superior officer.

- 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 discretion of the Police Chief; employees 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.
- 13.4 Upon providing proof of payment to the city, employees shall be reimbursed by the city for any parking expenses incurred during work related activities.

**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 2 nd anniversary:	5 hours per pay period
Over two (2) years up to 7 th anniversary:	7 hours per pay period
Over seven (7) years up to 12 th anniversary:	9 hours per pay period
Over twelve (12) years up to 20 th anniversary:	10 hours per pay period
Over twenty years	12 hours per pay period

- 14.2 Bargaining unit members may use Personal Leave 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.
- 14.4 The maximum number of Personal Leave hours employees may accrue at any one time is 320.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

- 14.5 Employees leaving the employment of the City shall be paid for all accrued, but unused Personal Leave and Comp Time. Such payment shall be at the employee's current rate of pay.
- 14.6 If the City proposes to cancel a bargaining unit members' approved scheduled Personal Leave (for annual personal leave purposes) and the member will suffer an economic loss, the City shall reimburse the member and family for any loss for commercial travel, lodging expenses, entertainment expenses to include but not limited to tickets, and other non-refundable, prearranged expense. 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 shall not lose any Personal Leave accrued if transferred to another position.

**ARTICLE 15
JOB-CONNECTED DISABILITY**

- 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.

**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 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 and may 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 dependent coverage at the minimum amount of fifty (50) percent (or higher) per month. The City shall provide a minimum of \$2000.00 or more on a direct benefits card to all employees of the Edgewood Police Department.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

- 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 three members of the bargaining unit continued membership on the City Employee Benefit Advisory Committee. One member shall collectively represent those needing "family plan" coverage, another member shall collectively represent those needing "employee only" coverage, and the third member being the In-house PBA elected member in order to ensure various views of usage are represented. Each member's input and vote shall receive equilateral consideration in determining any final decision.

The city shall provide all bargaining unit members with a 30 days' notice of intent to change health care plans prior to the yearly review.

**ARTICLE 19
PENSION**

- 19.1 The City of Edgewood agrees to maintain participation for bargain unit members' 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 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 in the amount of 75% of the cost of tuition, books, and fees with two (2) or more years of service. Employees must be in good standing and attending college courses in an accredited degree seeking program as approved by the Chief in the presence of adequate funds. The course must be completed with a final passing grade of a "C" or better.

Reimbursement for educational expenses will be made within fourteen (14) business days after receipt of the request by the City Clerk

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 IIIA or higher | 5 - Duty Pants (replaced yearly) |
| 1 - Protective Traffic Vest (replaced yearly) | 5 - Short Sleeve Shirts (replaced yearly) |
| 1 - Agency Approved Issued Firearm | 1 - Long Sleeve Shirt (replaced yearly) |
| 1 - Box of Ammunition (bi-annually) | 1 - Duty Belt |
| 1 - Under Belt (duty) | 1 - Firearm Holster (SSIII) |
| 1 - Handheld Police Radio w/Holder | 1 - Raincoat |
| 1 - Set of Handcuffs w/Case | 1 - ASP Baton w/Holder |
| 1 - Taser w/three Cartridges, Holster | 1 - Flashlight w/Holder |
| 1 - Police Wallet | 1 - Glove Pouch |
| 2 - Badges (Uniform and Wallet) | 1 - Magazine Pouch |
| 1 - Chemical Agent and Holder | 1 - Baseball Cap |
| 1 - Class "A" Hat with Badge | 1 - Class "A" Tie |

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

- 21.2 The cost of maintenance of these articles shall be paid by the employer. The City will replace, such items when such replacement is necessary at 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 shall return all uniforms and safety equipment to the department before receiving his final paycheck.
- 21.5 With the approval of the Chief of Police or his designee; 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 One hundred dollars (\$100.00), 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. Also, the city shall bear the cost of one pair of shoes per year for each employee from a selected vendor not to exceed the amount of \$125.00 per employee. If more than the specified amount, the employee shall be responsible for the extra cost.

ARTICLE 22
PROMOTIONS

- 22.1 The purpose of this article is to establish a fair and impartial procedure to select qualified individuals for promotions.
- 22.2 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.
- 22.3 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.
- 22.4 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 considered 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.

- 22.5 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.

22.6 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.

22.7 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 status. Probationary Sergeants shall attend a "line supervision" course during the probationary period.

- 22.8 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 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 On-Duty Supervisor or designee within five (5) working days of his knowledge of the occurrence of the action giving rise to the grievance. The On-Duty Supervisor or designee 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 On-Duty Supervisor or designee 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 On-Duty Supervisor or designee will start at Step Two. However in the absence of the position of On-Duty Supervisor or designee, 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 On-Duty Supervisor or designee'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 Chiefs 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.

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 fifteen (15) 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 the 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.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

- 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. The employee shall and at the expense of the City, have a personal fitness evaluation completed annually for the betterment of the employee's health. Personal fitness evaluation shall include but is not limited to: EKG, stress testing (Treadmill, Thallium or other chemical/radiographic), echocardiogram testing, blood and lab testing, pulmonary function testing, vision/auditory testing, and flu/pneumonia vaccines. (I.e. RDV Sportsplex/Florida Hospital South). 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 to be utilized 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. Off-duty coordinator or designee 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.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

The Department reserves the right to approve or disapprove 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 light duty, 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.

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 Chiefs 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, emergency response 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 Police 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

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

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 made 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:

New Year's Eve (12/31)	New Year's Day (1/1)
Martin Luther King Birthday 1/19	Employee's Birthday
Memorial Day (5/25)	Independence Day (7/4)
Labor Day (9/7)	Veteran's Day (11/11)
Thanksgiving Day (11/26)	Presidents' Day (11/27)
Christmas Eve (12/24)	Christmas Day (12/25)
Floater Holiday, Employees with fifteen (15) or more years of service receive two (2) Floater Holidays	

- 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 of Police 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, however, employees with 10 or more years of service receive two (2) Floater Holidays. 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) work days off without loss of regular pay to arrange and/or attend funeral services or related matters.

The five (5) work 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 five (5) days of Bereavement Leave to use at his/her discretion.

- 35.2 Immediate Family Defined:

For the purpose of this Article, immediate family is defined as the employee's father, mother, spouse or children, step-children, grandchildren, father-in-law, mother-in-law, brother, sister, grandparents, step-father, step-mother, ward, significant other, or former legal guardian. The foregoing relatives of the employee's spouse shall be considered as the immediate family for the purpose of this Article or the Chief of Police may grant bereavement for persons other than immediate family.

- 35.3 Significant Other will be defined as a live-in companion whose name has been previously submitted to and will be maintained confidentially by the Employee Benefits Section, as permitted by Florida Law. Bereavement leave benefits do not extend to relatives of significant others, unless changed by City Council.

- 35.4 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, 2017, 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.

- 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., 300 East Brevard Street, Tallahassee, Florida, 32301.

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 to 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.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

Raymond Bagshaw

Mayor

City of Edgewood, Florida

Florida Police Benevolent Association, Inc.

Chief Negotiator

Christopher Francisco

Chief of Police

City of Edgewood, Florida

Officer Christopher Meade

Representative C.F.P.B.A.

Sergeant Vincent Jackson

Bargaining Unit Member

Officer Michael Fraticelli

Bargaining Unit Member

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ORDINANCE NO. 2014-09

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 34, "LICENSES AND BUSINESS REGULATIONS," CREATING ARTICLE VI "MOBILE VENDING" IN THE CITY OF EDGEWOOD CODE OF ORDINANCES; PROHIBITING MOBILE FOOD SERVICE OPERATIONS AND MOBILE SALES OPERATIONS; PROVIDING EXEMPTIONS; PROVIDING DEFINITIONS; PROVIDING FOR REGULATIONS OF ALLOWED MOBILE FOOD SERVICE OPERATIONS AND MOBILE SALES OPERATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Edgewood hereby finds that mobile food service operations and mobile sales operations present unique challenges; and

WHEREAS, the City Council finds that mobile food service operations and mobile sales operations that park or stop on or adjacent to rights-of-way, can create threats to vehicular and pedestrian safety; and

WHEREAS, the City Council finds that mobile food service operations and mobile sales operations that utilize private property can create disruptions to traffic flow, parking and pedestrian safety; and

WHEREAS, the City Council finds that by limiting mobile food service operations and mobile sales operations to special events and farmers' markets, the City can most effectively address the unique challenges presented by such operations and best protect the public health, safety and welfare.

(NOTE: underline text denotes additions, ~~strikethrough~~ text denotes deletions and asterisks "*" * *" denote sections of the existing Ordinance which remain unaltered and not reprinted herein).

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

SECTION 1. Legislative findings and intent. The findings set forth in the recitals above are hereby adopted as legislative findings pertaining to this Ordinance.

SECTION 2. Chapter 34, "Sales", Article VI, "Mobile Vendors" is hereby created as follows:

Sec. 34-140. Definitions.

46 For the purposes of this article, the following terms, phrases, words, and their derivations
47 shall have the meanings given in this section. When not inconsistent with the context, words
48 used in the present tense include the future, words in the plural number include the singular
49 number, and words in the singular number include the plural number. The word "shall" is always
50 mandatory and not merely directory.

51
52 Mobile Food Service Operation shall mean the preparation/cooking, serving and/or sale
53 of food conducted from a portable stand, vehicle or trailer; provided, however, that vehicles
54 solely making deliveries shall not be included in this definition. Each such stand, vehicle or
55 trailer shall be considered a mobile food service operation.

56
57 Mobile Sales Operation shall mean the sale of products conducted from a portable stand,
58 vehicle or trailer; provided, however, that vehicles solely making deliveries and door-to-door
59 solicitors issued a permit by the City pursuant to Chapter 34, Article IV shall not be included in
60 this definition. Each such portable stand, vehicle or trailer shall be considered a mobile sales
61 operation.

62
63 Mobile Operations shall mean mobile food service operations and mobile sales
64 operations, collectively.

65
66 Sec. 34-141. Mobile Operations.

67
68 (a) Except as otherwise specifically provided herein, mobile sales operations
69 and mobile food service operations, collectively described as mobile operations
70 under this chapter shall be prohibited unless such mobile operations are conducted
71 at and included in the permit for a special event for which a special event permit
72 has been issued by the City of Edgewood pursuant to Chapter 49 of the Code of
73 Ordinances or at a City sponsored farmers' market. All mobile sales operations
74 conducted at special events or farmers' markets shall be subject to following
75 regulations:

76
77 (1) Mobile operations shall not be located in any driveway aisles,
78 sidewalks, no-parking zones or loading areas, nor may mobile operations
79 impede the on-site circulation of pedestrians or motor vehicles; and

80
81 (2) The utilization of any off-street parking spaces for the operation of
82 a mobile operation must not cause the site to become deficient in the
83 number of required off-street parking spaces.

84
85 **SECTION 3. Codification.** It is the intent of the City Council of the City of Edgewood
86 that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal
87 authority in codifying the provisions of this Ordinance and renumbering subsections consistent
88 with this Ordinance.
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SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Repeal of conflicting ordinances. In any case where a provision of this Ordinance is found to be in conflict with provisions of any other ordinance of this City, the conflicting provisions of the previous ordinance shall be repealed by this Ordinance.

SECTION 6. Effective date. This Ordinance shall take effect immediately upon adoption as provided by the Charter of the City of Edgewood.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2014.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2014.

CITY OF EDGEWOOD, FLORIDA

Ray Bagshaw, Mayor

ATTEST:

Bea Meeks, MMC
City Clerk

ORDINANCE NO. 2014-07

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 2014/2015, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; 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, 2014 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 \$ 275,755,231; and

WHEREAS, a public hearing was held on September 3, 2014 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 23, 2014, 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 2014/2015.

Section 2. The operating levy of 4.7000 mills represents a 3.09 percent increase over the rolled-back rate of 4.5590 mills.

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

PASSED AND ADOPTED by a simple majority vote of the members of the City Council of the City of Edgewood, Orange County, Florida at a public hearing on the _____ day of September, 2014.

FIRST READING: September 3, 2014

SECOND READING: September 23, 2014

Ray Bagshaw, Mayor

John Dowless, Council President

Pamela Henley
Council Member

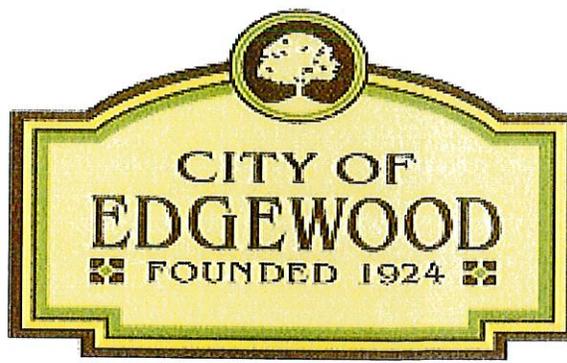
Dan Drummond
Council Member

Neil G. Powell, DDS
Council Member

Michael Hendrix
Council Member

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk



FY 2014/2015 BUDGET

Mayor and City Council

*Raymond Bagshaw
Mayor*

*John Dowless
Council President*

*Neil Powell, DDS
Council Member*

*Pamela Henley
Council Member*

*Michael Hendrix
Council Member*

*Dan Drummond
Council Member*

Department Supervisors

*Bea L. Meeks, MMC
City Clerk*

*Chris Francisco
Police Chief*

CITY OF EDGEWOOD
FY 2014/2015 BUDGET

The budget process began in May 2014, as the Mayor and staff began to review the status of current operations of the City, including public safety. This assessment would help determine the level of services needed to continue to meet the needs of the residents in the City of Edgewood, as well as maintain the operations of City Hall and the Police Department.

Two public budget workshops were held on August 12 and 18, 2014. The first public hearing to adopt the tentative millage rate was held in a Special Meeting on September 3, 2014, and the final hearing was held in a Special Meeting on September 23, 2014. With the adoption of the 2014/2015 fiscal year budget, Edgewood residents are being presented with a balanced budget that didn't require increasing the City's millage rate (4.7000). Additionally, Waste Management confirmed there would be no increase of the City's fee for solid waste services therefore; Council did not increase the non ad valorem assessment.

Included in the budget packet is an "Explanation of Revenues", along with a history of the City's millage rate. The City's budget is not as complex compared to neighboring Cities; this is in part due to the fact that the City is not as departmentalized as our neighbors, the City does not have enterprise funds, and the City continues to be debt free.

It should be noted that City Hall and the Police Department were able to make reductions in their respective departments, without minimizing service to the residents and City operations. Even with the reductions, the Police Department is adding one additional sworn officer, increasing training and education and making aesthetic improvements to the Police building and landscape. City Hall's budget includes the addition of services with MCCI to begin imaging and digitizing records, as staff continues to improve and enhance the City's records management program. Also, funds have been established for Council to attend ethics training, as required by 2014 legislation.

Additionally, residents may have noticed the major maintenance and repairs being made to City streets. Repairs were also made to the Harbor Island Bridge, in compliance with the Florida Department of Transportation's bridge report. The 2014/2015 budget includes funds to continue the maintenance and repairs in alignment with the City's Five Year Capital Improvement Schedule, found in the City's Comprehensive Plan, which was approved by the Department of Economic Opportunity in 2013. Council approved funds from reserve for these roads and streets projects, as opposed to increasing the millage rate. Even with the transfer of reserves, the City will still maintain a reserve account of approximately two million dollars.

Council and Staff have made every endeavor to make reductions without reducing services and public safety, or compromise the day-to-day operations of the City. The aforementioned highlights of the department's budget above are not inclusive. Residents can see the complete approved budget on the City's website (<http://edgewood-fl.gov/>), after the final adoption hearing.

EXPLANATION OF REVENUES

An explanation of the various funds is provided as follows:

Explanation of Funds

Under the Generally Accepted Accounting Principles (GAAP), there are eleven funds; five of which are governmental. Generally, governmental funds account for activities financed through taxes, intergovernmental revenues, and other non-exchange revenues. Please note the following funds:

General Fund (GF): The general fund is the chief operating fund of a local government. GAAP prescribes that the general fund be used “to account for all financial resources except those required to be accounted for in another fund.” All general tax revenues and other receipts that are not located by law or contractual agreement to another fund are accounted for in this fund. From this fund are paid the general operating expenditures, the fixed charges, and the capital improvement costs that are not paid through other funds. The City’s General Fund is fund 001.

Special Revenue Funds: These are funds that account for certain revenues raised for a specific purpose. This is generally due to legal requirements, financial administration, or GAAP requirements. The City of Edgewood uses special revenue funds for Police Education (004), Police Impact Fees (003), Fire Impact Fees 0(07), and Law Enforcement Trust Fund (Seizure Account) (006).

STATE FUNDS RECEIVED:

Local Option Fuel Tax: Chapter 336, Section 0.25, Florida Statutes authorizes the levy a local option fuel tax on motor fuel and diesel fuel for purposes of construction of new roads, the reconstruction or resurfacing of existing paved roads, or the paving of existing graded roads, not including routine maintenance of roads.

Revenue Sharing Gas Tax: Chapter 206, Section 206.605, Florida Statutes authorizes a municipal revenue sharing program administered by the Department of Revenue (DOR). The program includes receipts of the 1¢ municipal tax on motor fuel for purposes of funding the purchase of transportation facilities and road and street right-of-way; construction, reconstruction, and maintenance of roads, streets, bicycle paths, and pedestrian pathways; adjustment of city-owned utilities as required by road and street construction; and construction, reconstruction, transportation related public safety activities, maintenance, and operation of transportation facilities. The funds are distributed monthly to eligible municipal governments.

Communications Services Tax: The Communications Services Tax (CST) allows both the state and local communications service tax to be imposed on a broad base of telecommunications and cable services and does not discriminate between services or providers. The tax base includes the transmission of voice, data, audio, video or other information services, including cable services. The tax is collected by the State of Florida and remitted to the City. During the FY 2012 legislative session, certain services were eliminated from the local CST tax base. The local tax rate is 5.52%.

Revenue Sharing: State money allocated to local governments.

COUNTY FUNDS RECEIVED:

The list below represents the funds the City receives from the County:

Non-Ad Valorem

These funds represent the receivables for the City garbage service, which is currently provided by Waste Management (contract expires 12/2015). Currently, the monthly fee per home (unit) is \$292.96.

Ad Valorem

Per Orange County’s Tax Collector:

Ad valorem taxes are based on value placed on real property. These taxes are collected on an annual basis beginning November 1st for the tax year January through December. The Property Appraiser establishes the value of the property.

The main source of revenues for the City comes from Ad Valorem Revenues.

Rolled Back/Roll Back Rate - That millage rate which, when multiplied times the tax roll, exclusive of new construction added to that tax roll, would yield the same amount of revenue for the taxing authority as was yielded by the millage rate levied in the previous year. In normal circumstances, as the tax roll rises by virtue of reassessment, the rolled back rate will be slightly lower than the previous year's millage levy. This reduced rate multiplied by the value of the new construction/annexations added to the roll during the year provides the only source of additional tax revenue if the rolled back rate is levied.

Tangible Personal Property Taxes

Tangible Personal Property Taxes are an ad valorem tax assessed against furniture, fixtures and equipment located in businesses and rental property. It also applies to structural additions to mobile homes.

Fines & Forfeitures

The City has the following funds:

Fines & Forfeitures (GF)
Fines & Forfeitures (2 nd Dollar) These funds are used for police training and education.
LETF Income (Seizure Account)
*Red Light Citations

*In 2012 the City Council approved an Ordinance which established a method and fee for charging those who do not stop appropriately at red lights. After a thirty day warning period, in

March 2012, the City's red light cameras went live. Drivers in violation of the red light cameras receive a violation notice in the amount of \$158.00. The following explains the disbursement of this fee under Florida Statute 316.0083(3) (b):

- \$70 shall be remitted by the county or municipality to the Department of Revenue for deposit into the General Revenue Fund
- \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund
- \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund
- ⁱ\$75 shall be retained by the county or municipality enforcing the ordinance enacted pursuant to this section.

Business Tax Receipts (BTR)

In addition to the BTRs the City issues, business owners are also required to obtain a BTR from the County.

Interest

The City also receives interest on garbage and tax receipts from the County.

Franchise Fees

A fee assessed on a business, usually a public utility, in return for its exclusive right to operate inside the city limits.

The City of Edgewood has granted franchises for electric, gas and solid waste services. An agreement between the city and a provider of public services imparts certain standards on the provider and is a contract which requires payments to the City.

Agreements: Waste Management, DUKE Energy, TECO

Franchisee	Ordinance Number	Adoption Date	Expiration Date	Franchise Fee (Percent)
Brighthouse Networks, LLC.	2004-08	12- 7-2004	12- 7-2014	As established by resolution
Waste Management, Inc. of Florida	2006-01	1- 3-2006	9/1/2015	Varies
Florida Power (DUKE Energy)	2005-03	8-23-2005	8-23-2035	6%
Peoples Gas System (TECO)	1994-01	1-17-1995	1-26-2025	6%

ⁱ These funds (\$75.00) are used in supporting administrative, operational and legal fees associated with the City's red light camera program.

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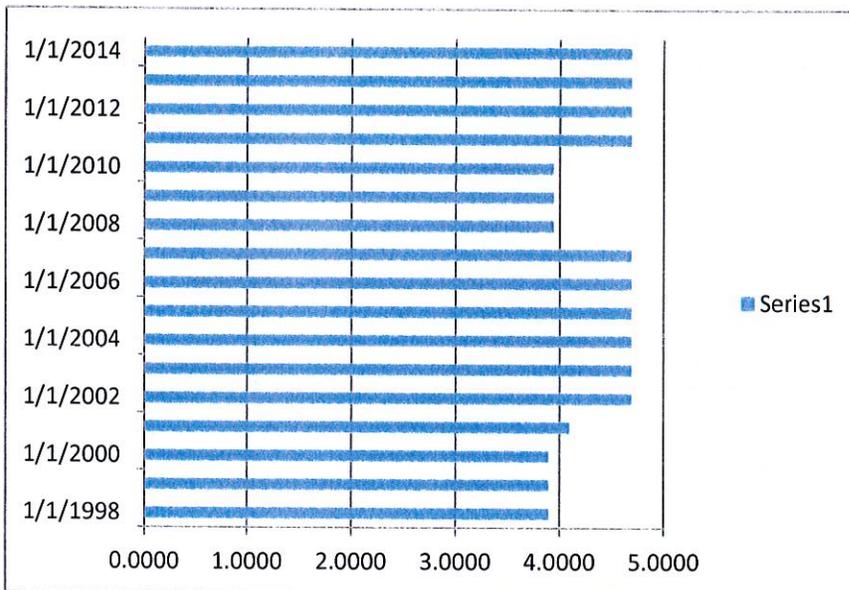
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CITY OF EDGEWOOD
MILLAGE RATE HISTORY

FY	Millage
10/1/1998	3.9000
10/1/1999	3.9000
10/1/2000	3.9000
10/1/2001	4.1000
10/1/2002	4.7000
10/1/2003	4.7000
10/1/2004	4.7000
10/1/2005	4.7000
10/1/2006	4.7000
10/1/2007	4.7000
10/1/2008	3.9500
10/1/2009	3.9500
10/1/2010	3.9500
10/1/2011	4.7000
10/1/2012	4.7000
10/1/2013	4.7000
10/2/2014	4.7000



Millage Per \$1000.00 4.7000			City Of Edgewood Budget FY 2014/2015			FISCAL YEAR 2014/2015
FUND	DEPT	CATEGORY	GL #	ACCOUNT DESCRIPTION	TOTAL BUDGET	
GENERAL	CITY HALL	REVENUE - TAXES	311100.01	AD VALORUM TAXES (REAL ESTATE) (95%)	\$ 1,231,247.00	
GENERAL	CITY HALL	REVENUE - TAXES	311110.01	TANGIBLE TAXES (PROPERTY & CENTRALLY ASSESSED) (95%)	\$ 74,460.00	
GENERAL	CITY HALL	REVENUE - TAXES	313400.01	FRANCHISE TAX-GAS	\$ 1,200.00	
GENERAL	CITY HALL	REVENUE - TAXES	314100.01	UTILITY/SERVICE TAX - POWER	\$ 280,000.00	
GENERAL	CITY HALL	REVENUE - TAXES	314300.01	UTILITY SERVICE TAX - WATER	\$ 11,000.00	
GENERAL	CITY HALL	REVENUE - TAXES	315000.01	LOCAL COMMUNICATIONS SERVICE TAX (CST)	\$ 113,932.00	
				TOTAL TAXES	\$ 1,711,839.00	
GENERAL	CITY HALL	REVENUE - LICENSES/PERMITS/FEES	316000.01	BUSINESS TAX RECEIPTS	\$ 25,000.00	
GENERAL	CITY HALL	REVENUE - LICENSES/PERMITS/FEES	321200.01	SIGN PERMITS	\$ 300.00	
GENERAL	CITY HALL	REVENUE - LICENSES/PERMITS/FEES	321300.01	ESTATE SALES	\$ 100.00	
GENERAL	CITY HALL	REVENUE - LICENSES/PERMITS/FEES	322300.01	BLDG REVIEW FEE/SITE-COMMERCIAL	\$ 1,000.00	
GENERAL	CITY HALL	REVENUE - LICENSES/PERMITS/FEES	322400.01	BLDG REVIEW FEE/SITE-RESIDENTIAL	\$ 3,000.00	
GENERAL	CITY HALL	REVENUE - LICENSES/PERMITS/FEES	322500.01	BLDG PLANS REVIEW (DRC)	\$ 1,000.00	
GENERAL	CITY HALL	REVENUE - LICENSES/PERMITS/FEES	322700.01	TREE PERMITS	\$ 1,000.00	
GENERAL	CITY HALL	REVENUE - LICENSES/PERMITS/FEES	329020.01	ADMINISTRATIVE SERVICE FEE (NOTARY-RECORDS REQUEST-COPIES-LIE	\$ 2,500.00	
GENERAL	CITY HALL	REVENUE - LICENSES/PERMITS/FEES	339000.01	TREE REPLACE TRUST	\$ 100.00	
				TOTAL LICENSES / PERMITS	\$ 34,000.00	
GENERAL	POLICE	REVENUE - GRANT FUNDING	334260.01	JUSTICE ADMINISTRATION GRANT	\$ 9,000.00	
				TOTAL GRANT FUNDING	\$ 9,000.00	
GENERAL	CITY HALL	REVENUE - INTERGOVERNMENTAL	335120.01	MUNICIPAL REVENUE SHARING (95%)	\$ 105,073.00	
GENERAL	CITY HALL	REVENUE - INTERGOVERNMENTAL	335150.01	ALCOHOL BEVERAGE LICENSES	\$ 1,200.00	
GENERAL	CITY HALL	REVENUE - INTERGOVERNMENTAL	335180.01	LOCAL GOVT. -1/2 CENT SALES TAX (95%)	\$ 370,665.00	
GENERAL	CITY HALL	REVENUE - INTERGOVERNMENTAL	335190.01	GAS TAX REBATE	\$ 1,500.00	
				TOTAL INTERGOVERNMENTAL REVENUE	\$ 478,438.00	
GENERAL	CITY HALL	REVENUE - CHARGES FOR SERVICES	323100.01	DUKE ENERGY FRANCHISE FEE	\$ 230,000.00	
GENERAL	POLICE	REVENUE - CHARGES FOR SERVICES	342900.01	POLICE REPORTS (FINGER PRINTING)	\$ 35,000.00	
GENERAL	POLICE	REVENUE - CHARGES FOR SERVICES	342901.01	OFF DUTY EQUIPMENT/USAGE REIMBURSEMENT	\$ 3,000.00	
GENERAL	CITY HALL	REVENUE - CHARGES FOR SERVICES	343400.01	SOLID WASTE REV (RESIDENTIAL)	\$ 280,000.00	
GENERAL	CITY HALL	REVENUE - CHARGES FOR SERVICES	343410.01	SOLID WASTE REV (COMMERCIAL)	\$ 30,000.00	

Millage Per \$1000.00 4.7000		City Of Edgewood Budget FY 2014/2015			FISCAL YEAR 2014/2015
FUND	DEPT	CATEGORY	GL #	ACCOUNT DESCRIPTION	TOTAL BUDGET
GENERAL	CITY HALL	REVENUE - CHARGES FOR SERVICES	349000.01	LAND USE FEES	\$ 5,000.00
				TOTAL CHARGES FOR SERVICES	\$ 583,000.00
GENERAL	POLICE	REVENUE - FINES & FORFEITURES	352100.01	FINES & FORFEITURES (GF)	\$ 95,000.00
GENERAL	POLICE	REVENUE - FINES & FORFEITURES	352100.05	FINES & FORFEITURES (2nd Dollar/Education Fund)	\$ 18,000.00
GENERAL	POLICE	REVENUE - FINES & FORFEITURES	352110.06	LETF / SEIZURE FUND	\$ 4,494.00
GENERAL	CITY HALL	REVENUE - FINES & FORFEITURES	354100.01	CODE ENFORCEMENT FINES	\$ 500.00
GENERAL	CITY HALL	REVENUE - FINES & FORFEITURES	354150.01	FALSE ALARMS	\$ 400.00
GENERAL	POLICE	REVENUE - FINES & FORFEITURES	359000.01	PARKING FINES	\$ 500.00
GENERAL	POLICE	REVENUE - FINES & FORFEITURES	352120.01	RED LIGHT CITATIONS	\$ 250,000.00
				TOTAL FINES & FORFEITURES	\$ 368,894.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	361200.01	INTEREST - SBA GENERAL	\$ 30.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	361200.08	INTEREST - SBA STORMWATER	\$ 5.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	361320.01	INTEREST-TAX COLLECTOR	\$ 1,000.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	361322.01	INTEREST-TANGIBLE TAXES	\$ 50.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	361325.01	INTEREST-CENTER STATE BANK f/k/a 1st Southern	\$ 4,000.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	361327.01	INTEREST - Old Florida	\$ 1,500.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	361328.01	INTEREST - GARBAGE/WASTE	\$ 1,200.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	366000.01	DONATIONS	\$ 2,500.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	369900.01	MISCELLANEOUS REVENUES (Revenues with no designated GL#)	\$ 1,500.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	369910.01	CITY NEWSLETTER	\$ 50.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	369800.01	FARMERS MARKET/FOOD TRUCK/SPECIAL EVENTS(Include Sponsorships)	\$ 700.00
GENERAL	CITY HALL	REVENUE - MISCELLANEOUS	369801.01	SPECIAL EVENTS	\$ 1,500.00
				TOTAL MISCELLANEOUS REVENUES	\$ 14,035.00
GENERAL	CITY HALL			TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ 1,247,444.00
				TOTAL GENERAL FUND REVENUES	\$ 4,446,650.00
R&S	CITY HALL	REVENUE - ROADS & STREETS	312410.02	LOCAL OPTION GAS	\$ 86,386.00
R&S	CITY HALL	REVENUE - ROADS & STREETS	361200.02	INTEREST - SBA ROAD	\$ 3.00
R&S	CITY HALL	REVENUE - ROADS & STREETS	399900.02	FDOT REIMBURSEMENT AGREEMENT - TRAFFIC LIGHTS	\$ 23,000.00
				TOTAL REVENUES	\$ 109,389.00

Millage Per \$1000.00 4.7000		City Of Edgewood Budget FY 2014/2015			FISCAL YEAR 2014/2015
FUND	DEPT	CATEGORY	GL #	ACCOUNT DESCRIPTION	TOTAL BUDGET
				TOTAL GENERAL ROADS & STREETS REVENUES	\$ 109,389.00
				TOTAL REVENUES	\$ 4,556,039.00
CITY HALL					
GENERAL	CITY HALL	EXPENSE - PERSONNEL	513120.01	SALARY EXPENSE - CH	\$ 121,611.00
GENERAL	CITY HALL	EXPENSE - PERSONNEL	513130.01	LONGEVITY PAY	\$ 900.00
GENERAL	CITY HALL	EXPENSE - PERSONNEL	513140.01	OVER TIME	\$ 3,000.00
GENERAL	CITY HALL	EXPENSE - PERSONNEL	513150.01	HOLIDAY BONUS	\$ 600.00
GENERAL	CITY HALL	EXPENSE - PERSONNEL	513210.01	PAYROLL TAXES - FICA	\$ 9,304.00
GENERAL	CITY HALL	EXPENSE - PERSONNEL	518220.01	RETIREMENT CONTRIBUTIONS	\$ 8,963.00
GENERAL	CITY HALL	EXPENSE - PERSONNEL	513230.01	HEALTH / DENTAL / STD / LIFE INSURANCE - CH	\$ 15,323.00
GENERAL	CITY HALL	EXPENSE - PERSONNEL	513231.01	HRA (Health Reimbursement Account)	\$ 4,000.00
GENERAL	CITY HALL	EXPENSE - PERSONNEL	513520.01	APPAREL (UNIFORM)	\$ 1,000.00
GENERAL	CITY HALL	EXPENSE - PERSONNEL	513541.01	EDUCATION REIMBURSEMENT - CH	\$ 1,500.00
				TOTAL PERSONNEL EXPENSES	\$ 166,201.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513491.01	COMPUTER (CONSULTING/SOFTWARE/NETWORK/INTERNET)	\$ 7,500.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513410.01	TELEPHONE/CELLULAR	\$ 2,000.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513411.01	POSTAGE	\$ 1,000.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513400.01	TRAVEL / TRAINING - CITY STAFF	\$ 3,000.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513401.01	TRAVEL / TRAINING - CITY COUNCIL	\$ 3,500.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513460.01	EQUIPMENT REPAIR/MAINTENANCE	\$ 2,500.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513542.01	CITY NEWSLETTER	\$ 6,500.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513490.01	MISC. CURRENT CHARGES	\$ 4,500.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513510.01	OFFICE SUPPLIES	\$ 3,500.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513540.01	DUES / SUBSCRIPTONS / MEMBERSHIPS	\$ 3,000.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513543.01	FARMERS MARKET/SPECIAL EVENTS	\$ 12,275.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513640.01	CAPITAL OUTLAY - LAN & SYSTEMS UPGRADES	\$ 3,000.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513620.01	CAPITAL OUTLAY - RENOVATIONS FOR CITY HALL	\$ 20,000.00
GENERAL	CITY HALL	EXPENSE - OPERATIONS	513440.01	OFFICE EQUIPMENT / COPIER / RENTAL	\$ 5,000.00
				TOTAL OPERATIONS EXPENSES	\$ 77,275.00

MILLAGE PER \$1000.00 4.7000		City Of Edgewood Budget FY 2014/2015			FISCAL YEAR 2014/2015
FUND	DEPT	CATEGORY	GL #	ACCOUNT DESCRIPTION	TOTAL BUDGET
GENERAL	POLICE	EXPENSE - PERSONNEL	521153.01	FTO	\$ 3,000.00
				TOTAL PERSONNEL EXPENSES	\$ 1,329,060.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521310.01	PROF SERV - TESTING/EVAL	\$ 8,952.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521521.01	SOFTWARE & COMPUTER CONSULTING	\$ 5,489.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521430.01	UTILITIES-WATER/SEWER	\$ 2,400.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521431.01	UTILITIES-POWER	\$ 8,500.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521462.01	BUILDING RENOVATIONS / MAINTENANCE	\$ 6,200.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521410.01	COMMUNICATIONS	\$ 18,188.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521413.01	POSTAGE	\$ 2,000.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521530-01	MAINTENANCE CONTRACTS-PD VEHICLE	\$ 40,012.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521452.01	INSURANCE - VEHICLES	\$ 4,864.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521455.01	INSURANCE - STATUTORY COVERAGE	\$ 761.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521457.01	INSURANCE - PROPERTY COVERAGE	\$ 2,426.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521458.01	INSURANCE - COMPREHENSIVE GENERAL LIABILITY	\$ 26,028.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521460.01	REPAIR/MAINTENANCE-VEHICLES	\$ 20,000.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521461.01	REPAIR/MAINTENANCE-EQUIPMENT	\$ 12,350.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521463.01	POLICE VEHICLES/EQUIPMENT	\$ -
GENERAL	POLICE	EXPENSE - OPERATIONS	521495.01	MISCELLANEOUS EXPENSES - PD	\$ 3,355.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521510.01	OFFICE SUPPLIES	\$ 7,600.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521433.01	GAS	\$ 61,000.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521522.01	SPECIAL POLICE SUPPLIES & UNIFORMS	\$ 33,440.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521543.01	TRAINING (Uncommitted Funds)	\$ 15,000.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521524.01	OFFICE EQUIPMENT (LiveScan Maint. Contract)	\$ 11,500.00
GENERAL	POLICE	EXPENSE - OPERATIONS	521493.01	SPECIAL EVENTS - PD	\$ 6,500.00
				TOTAL OPERATIONS EXPENSES	\$ 296,565.00
				TOTAL POLICE DEPARTMENT EXPENSES	\$ 1,625,625.00
GENERAL	POLICE	EXPENSE - GRANT MATCHING	521555.01	LOCAL LAW ENFORCEMENT GRANT	\$ -
GENERAL	POLICE	EXPENSE - GRANT MATCHING	521550.01	JUSTICE ADMINISTRATION GRANT (BRYNE GRANT)	\$ 9,000.00
				TOTAL GRANT PROGRAM EXPENSES	\$ 9,000.00
				TOTAL EXPENSES - POLICE DEPARTMENT	\$ 1,634,625.00
GRANTS (Excluding PD Grants)					

Millage Per \$1000.00 4.7000			City Of Edgewood Budget FY 2014/2015		FISCAL YEAR 2014/2015
FUND	DEPT	CATEGORY	GL #	ACCOUNT DESCRIPTION	TOTAL BUDGET
GENERAL	GRANTS	EXPENSE	521910.01	NEIGHBORHOOD PARTNERSHIP GRANTS PROGRAM	\$ 10,000.00
CONTRACTS/CONSULTANTS					TOTAL EXPENSES - GRANTS \$ 10,000.00
GENERAL	IT	EXPENSE - GENERAL OPERATING	519315.01	IT SERVICE MANAGEMENT (ITSM)	
GENERAL	SECURITY	EXPENSE - GENERAL OPERATING	519490.01	ALARM SYSTEM (CH & PD)	\$ 968.00
TOTAL EXPENSES - GENERAL OPERATING \$ 968.00					
GENERAL	LEGAL	EXPENSE - CONSULTING	514310.01	LEGAL COUNSEL	\$ 55,000.00
GENERAL	LEGAL	EXPENSE - CONSULTING	514320.01	CODE ENFORCEMENT MAGISTRATE	\$ 10,000.00
GENERAL	LEGAL	EXPENSE - CONSULTING	514330.01	RED LIGHT HEARING OFFICER	\$ 10,000.00
TOTAL EXPENSES - LEGAL SERVICES \$ 75,000.00					
GENERAL	FIKE/ RESCUE	EXPENSE - SERVICE CONTRACT	522400.01	ORANGE COUNTY FIRE/RESCUE CONTRACT FEES	\$ 537,006.00
GENERAL	DISPATCHING	EXPENSE - SERVICE CONTRACT	521340.01	ORANGE COUNTY DISPATCHER FEES	\$ 69,500.00
TOTAL EXPENSES - FIRE/RESCUE \$ 606,506.00					
GENERAL	ENGINEERING	EXPENSE - CONSULTING	539310.01	GENERAL ENGINEERING	\$ 50,000.00
TOTAL EXPENSES - ENGINEERING SERVICES \$ 50,000.00					
GENERAL	CITY HALL	EXPENSE - GENERAL OPERATING	513320.01	AUDITOR	\$ 23,500.00
GENERAL	CITY HALL	EXPENSE - GENERAL OPERATING	513321.01	BOOKKEEPING SERVICES	\$ 35,000.00
GENERAL	CITY HALL	EXPENSE - GENERAL OPERATING	519340.01	PAYROLL SERVICES	\$ 4,000.00
GENERAL	CITY HALL	EXPENSE - GENERAL OPERATING	513340-01	JANITORIAL SERVICES	\$ 11,000.00
TOTAL EXPENSES - ACCOUNTING/AUDIT \$ 73,500.00					
GENERAL	PLANNING	EXPENSE - CONSULTING	515310.01	PLANNING FEES	\$ 25,000.00
GENERAL	PLANNING	EXPENSE - CONSULTING	515311.01	UPDATE COMPREHENSIVE PLAN	\$ -
TOTAL EXPENSES - PLANNING SERVICES \$ 25,000.00					

Millage Per \$1000.00 4.7000		City Of Edgewood Budget FY 2014/2015		FISCAL YEAR 2014/2015	
FUND	DEPT	CATEGORY	GL #	ACCOUNT DESCRIPTION	TOTAL BUDGET
GENERAL	WASTE COLLECT	EXPENSE - RESIDENTIAL	534130.01	SOLID WASTE COST (RESIDENTIAL)	\$ 195,000.00
				TOTAL EXPENSES - GARBAGE COLLECTION	\$ 195,000.00
GENERAL	CITY HALL	EXPENSE - AGREEMENT & STATUTORY (includes DOR-Gatso-Legal)	513670.01	RED LIGHT CITATIONS	\$ 250,000.00
				TOTAL EXPENSES - RED LIGHT CITATIONS	\$ 250,000.00
				TOTAL CONTRACTS/CONSULTANTS	\$ 1,275,974.00
				TOTAL GENERAL FUND EXPENSES	\$ 3,218,389.00
ROADS & STREETS/SW					
STORMWATER	OTHER	EXPENSE	541100-08	STORMWATER TESTING (Watershed)	\$ 1,300.00
R&S	OTHER	EXPENSE	541410.02	TREE REMOVAL	\$ 15,000.00
R&S	OTHER	EXPENSE	541320.02	TRAFFIC LIGHT UTILITY (DUKE Energy)	\$ 15,000.00
GENERAL	MAINTENANCE	EXPENSE	541460.02	STREET MAINTENANCE CONTRACT (JERRY REYNOLDS)	\$ 42,000.00
R&S	OTHER	EXPENSE	541600.02	TRAFFIC LIGHT MAINTENANCE (Amerifactors f/ka/ Control Specialists)	\$ 18,000.00
R&S	OTHER	EXPENSE	549460.02	RAIL ROAD CROSSING - MAINTENANCE	\$ 9,800.00
R&S	OTHER	EXPENSE	549320.01	STREET SIGNS (Safety & Directional)	\$ 10,000.00
R&S	OTHER	EXPENSE	541431.02	STREET LIGHT - UTILITY (DUKE Energy)	\$ 45,000.00
R&S	OTHER	EXPENSE	541530.02	ROAD REPAIR - POTHoles	\$ 150.00
R&S	OTHER	EXPENSE	541637.02	ROADS/STREETS - REPAIR/MAINTENANCE	\$ 1,175,000.00
R&S	OTHER	EXPENSE	541634.02	STORM DRAIN CLEANING	\$ 6,400.00
				TOTAL EXPENSES = R&S-STORMWATER	\$ 1,337,650.00
				TOTAL EXPENSES	\$ 4,556,039.00

FINAL LEVY & BUDGET – MOTIONS TO APPROVE/ADOPT

Approval of Millage

I move to adopt Ordinance No. 2014-07 setting the City of Edgewood's millage rate for Fiscal Year 2014/2015 at **4.7000** mills which represents a **3.09** percent increase over the roll-back rate of **4.5590** mills.

Roll Call Vote

Approval of Budget

I move to adopt Resolution No. 2014-08 adopting the City of Edgewood's budget for fiscal year 2014/2015.

Roll Call Vote

RESOLUTION NO. 2014-08

A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2014/2015, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; 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, 2014 and ending September 30, 2015; and

WHEREAS, a notice of public hearing on said budget was duly published on September 11, 2014 in the *Orlando Sentinel*; and

WHEREAS, a public hearing was held on September 3, 2014 and September 23, 2014, 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 2014/2015 in the amount of \$ **4,556,039.00**.

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 2014/2015.

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

PASSED AND ADOPTED by the City Council of the City of Edgewood, Orange County, Florida at a public hearing on the 23rd day of September, 2014.

Ray Bagshaw, Mayor

John Dowless, Council President

Pamela Henley
Council Member

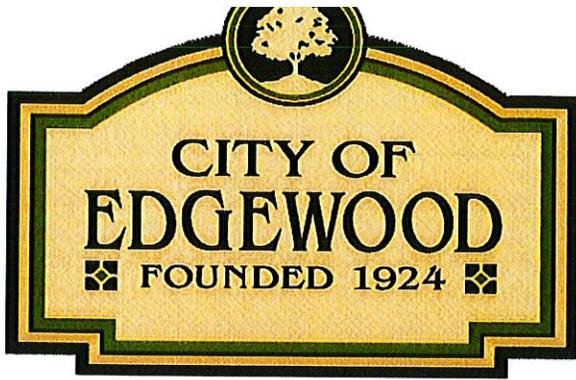
Dan Drummond
Council Member

Neil G. Powell, DDS
Council Member

Michael Hendrix
Council Member

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk



TO: Mayor Bagshaw, Council President Dowless, Council Members Powell, Hendrix, Drummond and Henley

FROM: Bea L. Meeks, City Clerk

DATE: September 16, 2014

In the June 9, 2014 Planning & Zoning Board meeting, the Board approved three applications submitted by Boise Cascade. The applications were for (1) lot split, (2) rezoning and (3) special exception. The recommendations with condition(s) were forwarded to City Council for your consideration in the July 15, 2014 Council meeting. Council approved the recommendations and conditions of the Planning & Zoning Board for the lot split and rezoning. Following the July Council meeting, an appeal was filed the South Lake Holden Avenue Home Owner's Association. The appeal was placed on the August 19, 2014 City Council meeting. Council considered the lot split and the rezoning (first reading of Ordinance approved) however, it was learned that Code requires those homeowners within 500' that received the initial Notice of the special exception, should have received Notice of the appeal. On September 4, 2014, staff mailed out 52 Notice letters noticing the consideration of the appeal of the Special Exception for September 23, 2014. As of the date of this memo, four Notices were returned.

A copy of the Memorandum of Understanding is provided with this memo.

MEMORANDUM OF UNDERSTANDING

WHEREAS, Fellowship Baptist Church of Orlando, Inc. (the “Property Owner”), is the owner of property described in Exhibit “A,” attached hereto and incorporated herein (the “Subject Property”); and

WHEREAS, Boise Cascade Building Materials Distribution, LLC, (the “Applicant”), on behalf of the Owner, has requested the Subject Property be rezoned to C-3 zoning; and

WHEREAS, Section 134-121 of the Code of Ordinances of the City of Edgewood provides in pertinent part:

(i) *Restrictive rezonings.* Notwithstanding the provision of any article of this chapter, in a rezoning at the request or concurrence of the applicant, the planning and zoning board may recommend and the city council may approve such rezoning with restrictions applicable only to the property involved in the change, provided that such restrictions confer upon the applicant or subject property no privilege otherwise denied by these articles to other lands, structures or buildings in the same district. Such restrictions may include, but not be limited to, one or more of the following:

(1) Use restrictions greater than those otherwise specified for the particular district.

(2) Density restrictions greater than those otherwise specified for the particular district.

(3) Setbacks greater than those otherwise specified for the particular district, including setbacks from lakes and major arterials.

(4) Height limits more restrictive than otherwise permitted in the particular district.

(5) Minimum lot areas or minimum widths greater than otherwise specified for the particular district.

(6) Minimum floor area greater than otherwise specified for structures in the particular district.

(7) Open space requirements greater than otherwise required for property in the particular district.

(8) Parking, loading, driveway or traffic requirements more restrictive than otherwise required for the particular district.

(9) Fencing or screening requirements greater than otherwise required for the particular district.

(10) Noise and operational hour requirements greater than otherwise required for the particular district.

(11) Restrictions or any other matters which the city council may regulate under authority of the chapter;

and

WHEREAS, the Owner and the Applicant have requested and concurred that certain restrictions applicable only to the Subject Property be included in the rezoning of the Subject Property to C-3 zoning; and

WHEREAS, the Planning and Zoning Board of the City of Edgewood has recommended and the City Council of the City of Edgewood has approved rezoning of the Subject Property to C-3 zoning subject to the restrictions requested and concurred to by the Owner and the Applicant; and

WHEREAS, the restrictions applicable to the Subject Property have been included in Ordinance No. 2014-06 and shall be notated on the City of Edgewood Zoning Map and shall run with the Subject Property; and

WHEREAS, the Owner, Applicant and City have executed this Memorandum of Understanding and caused it to be recorded in order to place subsequent purchasers on notice of the additional zoning restrictions placed upon the Subject Property.

NOW THEREFORE, the Parties acknowledge and agree that the Subject Property shall be subject to the following restrictions as included in Ordinance No. 2014-06:

- (1) The property is to be used and accessed with adjacent C-3 zoned land;
- (2) An 8 feet high masonry wall shall be constructed along the west property boundary;
- (3) A landscape buffer shall be provided along the west property boundary to include irrigated, large non-deciduous trees and/or shrubs adjacent to the wall that will achieve a dense visual screening from 8 feet to at least 25 feet in height;
- (4) Building setback shall be 30 feet from residential zoned land west of the property and 25 feet from residential zoned land south of the property. Use of the specified setbacks shall be limited to landscaping and stormwater management. Structures, including accessory buildings, shall not be allowed within the building setback;
- (5) Buildings shall be limited to one story and a maximum of 35 feet in height;
- (6) The rail spur located on adjacent property shall not be extended onto the subject property;
- (7) The conditions of approval shall be notated on the City of Edgewood Zoning Map and shall run with the Subject property as documented in a Memorandum of Understanding (MOU) executed by the Owner, Applicant, and City. The Owner/Applicant shall cause the MOU to

be recorded in order to place subsequent purchasers on notice of the additional zoning restrictions placed upon the Subject Property.

Said restrictions shall be notated on the City of Edgewood Zoning Map and shall run with the Subject Property unless and until the zoning of the Subject Property is amended.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of _____, 2014.

WITNESSES: Fellowship Baptist Church of Orlando, Inc.

Print Name: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing Indemnification Agreement was sworn to before me this ____ day of _____, 2014, by _____ for Fellowship Baptist Church of Orlando, Inc. as its _____.

Notary Public-State of Florida

Personally Known or Identification Produced:

WITNESSES: Boise Cascade Building
Materials Distribution, LLC

Print Name: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing Indemnification Agreement was sworn to before me this ____ day of _____, 2014, by _____ for Boise Cascade Building Materials Distribution, LLC as its _____.

Notary Public-State of Florida

Personally Known or Identification Produced:

WITNESSES:

City of Edgewood

Print Name: _____

By: _____
Ray Bagshaw, Mayor

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing Indemnification Agreement was sworn to before me this ____ day of _____, 2014, by Ray Bagshaw for the City of Edgewood as its Mayor.

Notary Public-State of Florida

Personally Known or Identification Produced:

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

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

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

WHEREAS, the subscribing agencies have the authority under §23.12, F.S., et seq., the "Florida Mutual Aid Act," to enter into a mutual aid agreement for law enforcement service which:

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

NOW, THEREFORE, the parties agree as follows:

Section I: Operational Assistance

The subscribing agencies hereby approve and enter into this Agreement whereby each agency may request and render law enforcement assistance to the other for law enforcement emergencies, including but not limited to civil disturbances, fires, natural or man-made disasters, escapes from detention facilities, hostage or barricaded suspect situations, and incidents requiring utilization of specialized units.

Section II: Voluntary Cooperation

A. The subscribing agencies hereby approve and enter into this Agreement whereby each agency may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. This assistance may address violations of any Florida Statute, e.g., investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, drug offenses pursuant to Chapter 893, F.S. The agencies may conduct joint investigations or operations and may participate in inter-agency task forces.

B. SunRail is Central Florida's commuter rail system and, when fully completed, will connect DeLand in Volusia County to Poinciana in Osceola County. The parties are located along the SunRail line.

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

The parties agree their officers are hereby authorized to take law enforcement action to address a forcible felony as defined by Florida Statute 776.08, or other crime of violence against a person, which they witness on a SunRail train or at a SunRail passenger terminal. An officer taking such action in a jurisdiction other than his or her own shall notify the applicable agency as soon as practicable, and officers from the responding agency shall assume the investigation. The officer who gave notice of the incident shall assist as needed and shall submit a written report documenting the incident and actions taken. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

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

Section III: Procedures for Requesting or Providing Aid

A party to this Agreement ("requesting agency") may obtain assistance as set forth above from another party ("responding agency"). The chief law enforcement executive (Sheriff or Chief of Police) or designee of the requesting agency shall direct the request to the chief law enforcement executive or designee of the responding agency. The request shall specify the needed assistance, e.g., number of personnel, type of equipment, location where equipment or personnel will be assigned, authorization to take law enforcement action in the other jurisdiction. The chief law enforcement executive or designee shall evaluate the situation and his or her agency's available resources and respond in a manner that he or she deems appropriate.

The parties are not required to unreasonably deplete their own equipment, resources, facilities, and services (e.g., personnel, marked units, unmarked units, K-9 units, national, state, and county computer networks) to furnish mutual aid. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

Requests for assistance may be verbal or written. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. The parties shall furnish each other with up-to-date contact information. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

Except for the limited purposes noted in Section II(B), a party is not empowered under this Agreement to take law enforcement action in another party's jurisdiction without the prior approval of the chief law enforcement executive or designee of that jurisdiction.

If a party is rendering assistance in another jurisdiction pursuant to this Agreement, the chief law enforcement executive or designee of that jurisdiction may determine who is authorized to lend assistance, the nature of the assistance, how long assistance is authorized, and for what purpose the authority is granted.

If an officer from one party takes law enforcement action in the jurisdiction of another party pursuant to this Agreement, he or she shall notify the agency having jurisdiction and thereafter take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

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

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

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

Section IV: Command and Supervisory Responsibilities

The resources or facilities assigned by the responding agency shall be under the immediate command of a supervising officer designated by the responding agency. Said supervising officer shall be under the direct supervision and command of a person designated by the chief executive officer, or his or her designee, of the requesting agency.

Conflicts: Whenever an agency member is rendering aid pursuant to this Agreement, he or she shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her respective agency. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

Handling Complaints: If there is cause to believe that a complaint has arisen from a cooperative effort under this Agreement, the requesting agency shall be responsible for documenting the complaint, to try to ascertain at a minimum:

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

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

Section V: Liability

Each party shall be responsible for the acts, omissions, and conduct of its agents, employees, and appointees that occur while said persons are engaged in providing services pursuant to this Agreement, subject to the provisions of Florida Statute 768.28 where applicable.

Section VI: Powers, Privileges, Immunities, and Costs

Pursuant to the provisions of Florida Statute 23.127(1), an employee of a subscribing agency who renders aid outside the agency's jurisdiction in accordance with this Agreement shall have the same powers, duties, rights privileges, and immunities as if performing duties inside the jurisdiction of his or her agency.

The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activities of a subscribing agency's employees when performing their respective functions within their agencies' jurisdictional limits shall apply to them to the same degree, manner, and extent while engaged in the performance of their duties extraterritorially under the provisions of this Agreement. This provision shall apply with equal effect to paid, volunteer, and reserve employees.

The responding agency shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while said employees are engaged in rendering such assistance.

Each party furnishing equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the responding agency for any actual costs or expenses incurred by the responding agency performing hereunder.

Section VII: Term

This Agreement shall take effect September 1, 2014 and shall continue in full force and effect through December 31, 2016. The term of this Agreement may be extended for a period of up to 180 days by written agreement executed prior to December 31, 2016 by the chief law

enforcement executives of the parties. This Agreement may not be renewed or amended except in writing.

Section VIII: Cancellation

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

Section IX: Miscellaneous Provisions

A. Agency Policy

Each party shall adopt and enforce written policy that is consistent with the terms of this Agreement.

B. Forfeiture Litigation

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

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

C. Powers

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

D. Damages

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

E. Conflicts with Florida Mutual Aid Act

In the event of a conflict between the provisions of this Agreement and §23.12, F.S., et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

F. Amendments

This Agreement contains the entire understanding between the parties and shall not be modified except in writing.

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

SHERIFF'S OFFICE OF ORANGE COUNTY,
FLORIDA

Jerry L. Demings
as Sheriff of Orange County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2014.

BY: _____
General Counsel

SHERIFF'S OFFICE OF OSCEOLA COUNTY,
FLORIDA

Robert E. Hansell
as Sheriff of Osceola County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF OSCEOLA COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2014.

BY: _____
General Counsel

ALTAMONTE SPRINGS POLICE
DEPARTMENT

Michael J. McCoy
as Chief of Police

Date: _____

APPROVED:
CITY OF ALTAMONTE SPRINGS,
FLORIDA

ATTEST:

City Clerk

Patricia Bates
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF ALTAMONTE SPRINGS,
FLORIDA. APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

EDGEWOOD POLICE DEPARTMENT

Christopher Francisco
as Chief of Police

Date: _____

APPROVED:
CITY OF EDGEWOOD, FLORIDA

ATTEST:

City Clerk

Ray Bagshaw
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF EDGEWOOD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

KISSIMMEE POLICE DEPARTMENT

Lee Massie
as Chief of Police

Date: _____

APPROVED:
CITY OF KISSIMMEE, FLORIDA

ATTEST:

City Clerk

Michael Steigerwald
City Manager

FOR USE AND RELIANCE ONLY BY
THE CITY OF KISSIMMEE, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

LAKE MARY POLICE DEPARTMENT

Steven Bracknell
as Chief of Police

Date: _____

APPROVED:
CITY OF LAKE MARY, FLORIDA

ATTEST:

City Clerk

David J. Mealar
City Manager

FOR USE AND RELIANCE ONLY BY
THE CITY OF LAKE MARY, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

LONGWOOD POLICE DEPARTMENT

Troy Hickson
as Chief of Police

Date: _____

APPROVED:
CITY OF LONGWOOD, FLORIDA

ATTEST:

City Clerk

David J. Mealor
Brian Sackett

FOR USE AND RELIANCE ONLY BY
THE CITY OF LONGWOOD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

MAITLAND POLICE DEPARTMENT

Douglas M. Ball
as Chief of Police

Date: _____

APPROVED:
CITY OF MAITLAND, FLORIDA

ATTEST:

City Clerk

Howard Schieferdecker
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF MAITLAND, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

ORLANDO POLICE DEPARTMENT

John W. Mina
as Chief of Police

Date: _____

APPROVED:
CITY OF ORLANDO, FLORIDA

ATTEST: _____

City Clerk

Buddy Dyer
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF ORLANDO, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
Chief Assistant City Attorney

SANFORD POLICE DEPARTMENT

Cecil Smith
as Chief of Police

Date: _____

APPROVED:
CITY OF SANFORD, FLORIDA

ATTEST:

City Clerk

Jeffrey Triplett
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF SANFORD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

WINTER PARK POLICE DEPARTMENT

Art King
as Chief of Police

Date: _____

APPROVED:
CITY OF WINTER PARK, FLORIDA

ATTEST:

City Clerk

Kenneth W. Bradley
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER PARK, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

SHERIFF'S OFFICE OF SEMINOLE COUNTY,
FLORIDA

Donald S. Eslinger
as Sheriff of Seminole County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF SEMINOLE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2014.

BY: _____
General Counsel

SHERIFF'S OFFICE OF
VOLUSIA COUNTY, FLORIDA

Michael Coffin
as Sheriff of Volusia County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY
THE SHERIFF OF VOLUSIA COUNTY,
FLORIDA. APPROVED AS TO FORM
AND LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
General Counsel