

Ray Bagshaw  
Mayor

Pam Henley  
Council Member

Susan Fortini  
Council Member

John Dowless  
Council President

Lee Chotas  
Council Member

Richard Alan Horn  
Council Member

**CITY COUNCIL AGENDA**  
**Regular Meeting**  
**City Hall – Council Chamber**  
**405 Larue Avenue, Edgewood, Florida**  
**Tuesday, August 15, 2017**  
**6:30 p.m.**

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

**A. CALL TO ORDER**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE**

**D. CONSENT AGENDA**

1. Review and Approval of Minutes

- (Pgs. 1-2) July 31, 2017 City Council Budget Workshop #1
- (Pgs. 3-4) August 8, 2017 City Council Budget Workshop #2

*(Items on the consent agenda are defined as routine in nature, therefore, do not warrant detailed discussion or individual action by the Council. Any member of the Council may remove any item from the consent agenda simply by verbal request prior to consideration of the consent agenda. The removed item(s) are moved to the end of New Business for discussion and consideration.)*

**E. PRESENTATIONS**

- Chief John Freeburg
- (Pgs. 5-10) Orange Avenue Visioning – LITTLE | Land Design

**F. ORDINANCES**

1. **(Pgs. 11-68) ORDINANCES 2017-04** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, ENACTING AND APPROVING OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND THE CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION FOR THE TERM OCTOBER 1, 2017, TO SEPTEMBER 30, 2020; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

1. **(Pgs. 69-74) ORDINANCE 2017-02** - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF EDGEWOOD ON ACCEPTANCE, REVIEW, PROCESSING, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT, BUILDING PERMITS, SITE PLANS, ZONING APPROVALS, SPECIAL EXCEPTIONS, AND DEVELOPMENT ORDERS THAT WOULD ALLOW NEW DEVELOPMENT OR CHANGE OF EXISTING USES TO ANY OF THE FOLLOWING USES ON PROPERTIES WHICH ARE BOTH LOCATED WITHIN THE C-1, C-2 OR C-3 ZONING DISTRICTS AND ADJACENT TO ORANGE AVENUE, HOFFNER AVENUE, GATLIN AVENUE, HANSEL AVENUE, OR HOLDEN AVENUE: PUBLISHING PLANTS, SKATING RINKS, FROZEN FOOD LOCKERS, AMUSEMENT AND RECREATIONAL FACILITIES IN WHICH THE AMUSEMENT AND RECREATIONAL ACTIVITIES DO NOT OCUR WITHIN A FULLY ENCLOSED STRUCTURE (INCLUDING MINIATURE GOLF COURSES, GO-CART TRACKS, GOLF DRIVING RANGES, BASEBALL BATTING RANGES AND TRAMPOLINE CENTERS), MECHANICAL GARAGES, HEATING AND AIR CONDITIONING SALES AND SERVICE, WHOLESALE BAKERIES, SOFT DRINK BOTTLING, PRODUCTS TESTING (MATERIALS, EQUIPMENT, OR PRODUCTS), MACHINE SHOPS, MANUFACTURING, STORAGE AND WHOLESALE DISTRIBUTION WAREHOUSES, TRADE SHOPS (EXCEPT FOR CABINET MAKERS AND UPHOLSTERING), TIN SMITHS, RUG AND CARPET CLEANING, MATTRESS RENOVATIONS, ELECTRICAL SHOPS, ROOFING SHOPS, PLUMBING SHOPS, CAR WASHES, CONFECTIONARY MANUFACTURE, FURNITURE STRIPPING, GARMENT MANUFACTURING, VEHICULAR BODY AND PAINTING SHOPS, BUS REPAIR, CAB REPAIR, LIGHT TRUCK REPAIR, MEAT PROCESSING (INCLUDING STORAGE, CUTTING, AND DISTRIBUTION), WHOLESALE PRODUCTS DISTRIBUTION, WHOLESALE COMMERCIAL ESTABLISHMENTS THAT OCCUPY MORE THAN 50,000 SQUARE FEET, MACHINERY SALES, MACHINERY RENTAL, MACHINERY STORAGE, OUTDOOR STORAGE OF MERCHANDISE, OUTDOOR STORAGE OF PARTS OR OTHER EQUIPMENT, BUILDING MATERIAL STORAGE, CONTRACTORS' STORAGE AND EQUIPMENT YARDS (INCLUDING WELL DRILLING EQUIPMENT AND LAND CLEARING EQUIPMENT), MINI WAREHOUSES, MILK BOTTLING AND DISTRIBUTION PLANTS, ICE CREAM MANUFACTURING, CITRUS PROCESSING, WELDING SHOPS, COIN LAUNDRIES, THRIFT STORES, OPEN AIR FLEA MARKETS, AUCTIONS, RADIO BROADCASTING AND TELECASTING STATIONS STUDIOS AND OFFICES, NEW OR USED CAR OR BOAT SALES, ADOPTING

FINDINGS OF FACT; DIRECTING STAFF TO STUDY AND DEVELOP LAND DEVELOPMENT CODE PROVISIONS AND OTHER RECOMMENDATIONS RELATED TO THE C-2 AND C-3 ZONING DISTRICTS; PROVIDING FOR EXPIRATION AND EXTENSION OF THE MORATORIUM; PROVIDING STANDARDS FOR RELIEF FROM THE APPLICATION OF THE MORATORIUM; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

2. **(Pgs. 75-81) ORDINANCE 2017-03** - AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA AMENDING CHAPTER 62, ARTICLE II, "STOPPING, STANDING, AND PARKING;" INCREASING CIVIL PENALTIES FOR CERTAIN PARKING VIOLATIONS; INCREASING THE DELINQUENT FEE PENALTY ASSESSED WHEN AN INDIVIDUAL FAILS TO RESPOND TO A PARKING VIOLATION NOTICE; PROHIBITTING THE PARKING OF IMPROPERLY REGISTERED VEHICLES UPON PUBLIC STREETS OR CITY OWNED PROPERTY; PROVIDING FOR IMMOBILIZATION AND IMPOUNDMENT OF VEHICLES PARKED UPON PUBLIC STREETS OR CITY OWNED PROPERTY WITHOUT PROPER REGISTRATION; PROVIDING FOR THE WITHHOLDING OF LICENSE PLATES AND RENEWAL STICKERS BY THE STATE FOR UNPAID PARKING VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

#### H. UNFINISHED BUSINESS

None.

#### I. NEW BUSINESS

1. **(Pgs. 82-84) RESOLUTION 2017-03** - A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA, OPPOSING THE EROSION OF HOME RULE AUTHORITY EFFECTED BY THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT; SUPPORTING THE HOME RULE AUTHORITY GRANTED AND GUARANTEED LOCAL GOVERNMENTS BY THE FLORIDA CONSTITUTION; ENCOURAGING THE FLORIDA LEGISLATURE TO RETURN FULL HOME RULE AUTHORITY TO LOCAL GOVERNMENTS WITH RESPECT TO WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; EXPRESSING SOLIDARITY WITH OTHER LOCAL GOVERNMENTS OF ORANGE COUNTY, FLORIDA, IN SUPPORTING TECHNOLOGICAL ADVANCEMENT WHILE PRESERVING THE AUTHORITY OF LOCAL GOVERNMENTS TO ENACT REGULATIONS THAT PRESERVE AND PROTECT LOCAL COMMUNITY VALUES AND INTERESTS; PROVIDING AN EFFECTIVE DATE
2. **(Pgs. 85-89) Police Chief's Contract – Mayor Bagshaw**

#### J. GENERAL INFORMATION (No action required)

None

#### K. CITIZEN COMMENTS

**L. BOARDS & COMMITTEES**

**M. STAFF REPORTS**

City Attorney:

Police Chief:

- (Pg. 90-91) Monthly Report

City Clerk:

**N. MAYOR & COUNCIL REPORTS**

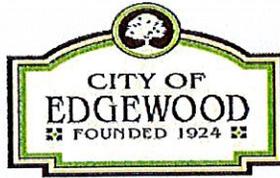
- Mayor Bagshaw
- Council President Dowless
- Council Member Henley
- Council Member Chotas
- Council Member Fortini
- Council Member Horn

**O. ADJOURNMENT**

**UPCOMING MEETINGS:**

Tuesday, September 5, 2017.....Special City Council Meeting (6:30 p.m.)  
 Monday, September 11, 2017.....Planning & Zoning Board Meeting (6:30 p.m.)  
 Tuesday, September 19, 2017.....Regular City Council Meeting (6:30 p.m.)

You are welcome to attend and express your opinion. Please be advised that Section 286.0105, Florida Statutes state that if you decide to appeal a decision made with respect to any matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made. In accordance with the American Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, he or she should telephone the City Clerk at (407) 851-2920.



## CITY COUNCIL MINUTES

\*Budget Workshop  
Monday, July 31, 2017

### CALL TO ORDER

On Monday, July 31, 2017, Council President Dowless called the Edgewood City Council workshop to order at 9:07 a.m., and dispensed with the formalities.

City Clerk Meeks announced a quorum with the following attendance:

#### Attendees

Ray Bagshaw, Mayor  
John Dowless, Council President  
Pam Henley, Council Member  
Lee Chotas, Council Member  
Richard Alan Horn, Council Member

#### Absent

Susan Fortini, Council Member

#### Staff

Bea L. Meeks, City Clerk  
John Freeburg, Police Chief  
Shannon Patterson, Police Clerk/Accreditation Manager

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Council President Dowless referred to Mayor Bagshaw who gave the following comments:

- Police budget includes 4% raise per the Collective Bargaining Agreement however, the salaries didn't go up much. Mayor Bagshaw said the police department's budget was scrubbed.
- The current fiscal year budget (16/17) is higher than the proposed 17/18 fiscal year budget.
- Lost revenues this fiscal year because of red light cameras being down due to FDOT road work.
- Mayor Bagshaw said he reviewed the taxes on his home for the past 17 years and found the increase was only \$300.
- Council members agreed that the City needs to have an MSTU for the fire and rescue fees. The MSTU would allow the city to reduce millage.
- Mayor Bagshaw noted that Scott Zane, a reserve police officer for the city, oversees the city's IT. He said Scott is a 24/7 employee. He said Scott's salary was increased due to the services he provides and the hours he provides for IT service.

*9:17 a.m. Mayor Bagshaw left the workshop*

Other comments/discussion:

- Council members noted the revenue were lower than the current fiscal year. City Clerk Meeks explained that the total taxable value of property for 2016 year was \$304,257,397 versus \$302,221,890 for 2017.

*9:25 a.m. Council Member Horn is in attendance*

- Council Member Chotas said he was okay with the 5.2 millage rate
- Council members requested a list of the capital outlay projects
- Council members requested a list of grants the city applied for, to include grants awarded, the amount and the amount the city spent.
- Chief Freeburg confirmed for Council Member Henley that maintenance on the police vehicles is still being tracked.
- Chief Freeburg explained the police department's "take care program" and the incentive it provides for senior officers to take care of the car they are assigned.
- Council members questioned the budget amount for planning fees. They wanted to make sure the fees will cover the planner's time for the annexations the city is considering.
- Council members asked City Clerk Meeks to provide them with information regarding the annexation process.
- Council members requested that the revised budget for the August 8<sup>th</sup> workshop be based on 4.95 mills.

City Clerk Meeks provided a summary of the budget discussion including requests made by Council.

**ADJOURNMENT**

Having no further business or discussion, the workshop adjourned at 10:51 a.m.

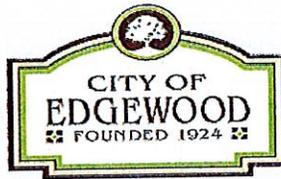
**ATTEST:**

\_\_\_\_\_  
John Dowless  
Council President

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

Approved by Council on \_\_\_\_\_.

\*The workshop was not recorded



**CITY COUNCIL MINUTES**  
**\*Budget Workshop**  
**Tuesday, August 8, 2017**

**CALL TO ORDER**

On Tuesday, August 8 2017, Council President Dowless called the Edgewood City Council workshop to order at 6:30 p.m., and dispensed with the formalities.

City Clerk Meeks announced a quorum with the following attendance:

**Attendees**

Ray Bagshaw, Mayor  
John Dowless, Council President  
Pam Henley, Council Member  
Lee Chotas, Council Member  
Richard Alan Horn, Council Member  
Susan Fortini, Council Member

**Staff**

Bea L. Meeks, City Clerk  
John Freeburg, Police Chief  
Shannon Patterson, Police Clerk/Accreditation Manager

The following comments/discussions are noted:

- City Clerk Meeks confirmed that the revised budget was based on 4.95 mills. It was noted that there is approximately a \$30,000 difference with the millage decreased from 5.2 mills to 4.95 mills.
- Mayor Bagshaw reported that due to the efforts of Shannon Patterson and City Clerk Meeks, the city will receive a \$40,000 refund from GATSO. The refund is due to two cameras that have been out of operation since December 12, 2016 however, the City was being billed for the cameras.
- At the request of Council President Dowless, Mayor Bagshaw explained accruals. He said that journal entries are made due to the receipt of funds after October that were revenues for the 16/17 fiscal year.
- Mayor Bagshaw said he is okay with leaving the millage rate at 4.95.
- Mayor Bagshaw confirmed that the cash on hand stays at approximately \$400,000.

- Council President Dowless said that if the city is thinking about pursuing annexations, he feels 4.95 mills may make a difference to annex versus 5.2 mills.
- Mayor explained that the city engineer will need to provide an evaluation for those areas that the city wants to annex.
- Consensus of Council to base the budget on 4.95 mills.
- Council Member Henley asked for a list of items that would be covered under Computer (516499.01). Shannon said she would get a list from Scott Zane.
- Mayor Bagshaw explained donations and how they are distributed. He said the funds for the 17/18 FY are designated for the art school and charter school. He said the city does place an ad in the Pioneer Days book. Discussion ensued regarding the distribution of these funds.
- Mayor Bagshaw noted that the city does receive sponsorships for special events.
- Mayor Bagshaw confirmed for Council Member Henley the proposed capital outlay expenditures included carpet for city hall, air conditioner(s) and renovations to the restrooms in the Police Department.
- Mayor Bagshaw suggested a contest be held for the creation of the City Seal. Council Member Fortini said that this should be part of the rebranding based on the results of the visioning. Mayor Bagshaw said that this process could take a couple of years. The matter was left open for future discussion.
- City Clerk Meeks noted the changes requested to the police department's budget for holiday bonus and health insurance.

City Clerk Meeks summed up the meeting with confirming the budget would move forward using 4.95 mills. She confirmed the changes the police department made to their budget, and confirmed the IT/Computer budget amount is pending the list of expenses to be provided from Scott Zane for this line item. Lastly, City Clerk Meeks confirmed with Council that the third budget workshop scheduled for August 21, 2017 is not needed and will be cancelled.

**ADJOURNMENT**

Having no further business or discussion, the workshop adjourned at 7:40 p.m.

**ATTEST:**

\_\_\_\_\_  
John Dowless  
Council President

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

Approved by Council on \_\_\_\_\_

\*The workshop was not recorded

The City of Edgewood, greatly respects the feedback of its Residents and Business Owners and thanks you for completing the following survey so we may develop plans for our city with your goals and values in mind.

Design Team: LITTLE | LandDesign 7.26.2017

# City of Edgewood Downtown Visioning Opinion Survey

*Please select your opinions for the following three design priorities:*

## I. City Image & Civic Open Space:

Provides welcoming, safe and interactive civic environments with vibrant streetscapes, recreational outdoor spaces and multi-use public areas for citizens of all ages.

1. There is currently adequate open space & parks available in the City of Edgewood.

Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree

2. There is currently adequate civic space for gatherings & festivals in the City of Edgewood.

Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree

3. I would like to see new public environments that combine active retail and entertainment venues that harmoniously integrate adjacent outdoor recreational & green park spaces.

Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree

4. I would like to see the City of Edgewood's sign regulations reviewed and updated with an aim to reduce visual clutter and harmonize sign standards with public realm beautification objectives.

Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree

5. I would like to see horticultural plantings such as flowers and shrubs being maintained and implemented where absent, as part of street design, roadway design, and as part of landscaping for City buildings.

Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree

6. I would like to see temporary and permanent art in public spaces.

Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree

7. I would like to see consideration for urban design features that contribute to effective rainwater management, rain gardens, bio swales, etc.
- Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
8. I would like to see gateway locations along major access routes into the City, Downtown Core Area and neighborhoods identified and marked to enhance a sense of arrival and place.
- Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
9. I would like to see City design guidelines developed to encourage high quality architecture, landscape and urban design to enhance the image of the City of Edgewood.
- Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
10. I would like to see social vibrancy developed and strengthened through human scale design of buildings, streetscapes and public spaces.
- Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
11. I would like to see streets defined and scaled with respect to building height ratios proportionate to street width and framing streets with a combination of building forms and tree canopies.
- Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
12. I would like to see some public spaces enclosed with buildings, formally planted trees or a combination of both to define their importance and encourage entry into the space.
- Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
13. I would like to see the pedestrian experience animated through urban design features, such as local gateways, sidewalk cafés, art in public places, street furniture, shade trees and landscaping.
- Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree

## II. Connectivity:

Provides a connected civic environment that is inclusive of pedestrian, bicycle, vehicular, and mass transit that is safe, accessible, and convenient.

1. There is currently adequate parking available in the City of Edgewood.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
2. There is currently adequate separated bicycle lanes and bicycle parking available in the City of Edgewood.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
3. I would like to see more on street parking, bicycle lanes, pedestrian walkways and street tree plantings along Orange Avenue.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
4. I would like to see community connectivity encouraged through pedestrian and bicycle trail systems.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
5. I would like to see public access to waterfronts, public space and significant natural features improved.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
6. I would like to see off-street vehicle parking integrated in such a way that does not dominate development or streetscapes by locating parking away from the public realm, or behind buildings.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree

### III. Development:

Provides an environment with a variety of mixed uses including, retail, dining, residential and office that is engaging, active, memorable and entertaining during both daytime and evening.

1. There is currently adequate retail & dining opportunities available in the City of Edgewood.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
2. I would like to see consideration of 4-5 story multi-family residential in the City of Edgewood.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
3. I would like to see consideration of 4-5 story multi-family residential over retail and dining in the City of Edgewood.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
4. I would like to see consideration of multi-story office buildings over retail and dining in the City of Edgewood.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
5. I would like to see more cultural institutions such as libraries and educational facilities in the City of Edgewood.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
6. I would like to see more buildings adjacent to sidewalks and public plazas to maximize shop windows and entrances at ground level to support active land uses and provide interest for pedestrians.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree
  
7. I am satisfied with the character, streetscapes and public spaces of the City of Edgewood.  
 Strongly Agree    Agree    Neutral    Disagree    Strongly Disagree

Please provide additional comments and suggestions if needed:

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**ORDINANCE 2017-04**

**AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, ENACTING AND APPROVING OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND THE CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION FOR THE TERM OCTOBER 1, 2017, TO SEPTEMBER 30, 2020; 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, 2017, to September 30, 2020.

**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 \_\_\_\_\_, 2017.

**SECOND READING** and adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Ray Bagshaw, Mayor

ATTEST:

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

Collective Bargaining Agreement  
City of Edgewood and Central Florida Police Benevolent Association  
October 1, 2017 to September 30, 2020

**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., a Chapter of the Florida Police Benevolent Association, Inc. hereinafter referred to as the "Union" or "PBA".

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., a Chapter of the 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., a Chapter of the 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.
- 2.2 The use in this Agreement of the male gender designation "~~he~~" in referring to an employee shall also include the female gender and is used for convenience purposes only.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

- 3.1 Except to the extent that the Employer has agreed otherwise by the terms of this Agreement, 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 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 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 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;
- A. 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;
  - B. 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**

Collective Bargaining Agreement  
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- 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 unit member has committed a particular violation or 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:
- 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. If the investigation is not completed in 45 days, management shall provide a letter of explanation to the unit member under investigation as to the reason(s) for the delay and the expected time that the investigation will be completed.
  - 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

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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 choice, who shall be present during any interrogation whenever the interrogation relates to potential discipline and/or to the officer's continued fitness for law enforcement service. The employee will answer all questions truthfully and may be granted reasonable periods of private consultation with their chosen representative. For the purpose of initial training, two (2) Union representatives will be permitted to be present during an interrogation.
- J. When such representative or counsel is not immediately available, the interrogation shall not be postponed for more than seventy-two (72), excluding contractual holidays.

During the interview, counsel or representatives may not advise the employee 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 counsel or representative will be allowed to meet privately for a reasonable period. Thereafter, the employee will

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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 and given a post determination hearing (PDH) 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 employment or appointment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this Agreement.
- M. All complaints received by the City, which establishes probable cause against a unit member shall be given a tracking number and shall include, at the minimum, the name of the person receiving the complaint, the date of the complaint, the nature of the complaint and who the complaint is assigned to for investigation. 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 and his legal counsel or representative may review privately 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.

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- 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, or upon mutual consent of the parties. 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 felony charges or charges of a designated misdemeanor under Section 943.13 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 shall be without pay.

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

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

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

Any employee relieved of duty pursuant to this section who is completely acquitted of all charges (or has all charges dropped) related to the felony or designated misdemeanor under Section 943.13, Florida Statutes, may shall 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.

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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.), and be based on probable cause.

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.

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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 a unit member 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 place the vehicle or piece of equipment 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, in any combination the officer chooses, to include 50 rounds per box) for 45 caliber ammunition, 20 rounds per box for AR-15 ammunition, or 5 rounds (00 buck or slugs) per box for shotgun, 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 Employees must reside within a thirty mile radius of City Hall.

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 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 Agency 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 in order of rank. Employees with the same date of hire and same rank shall be assigned to the seniority list by alphabetical listing of their last name.

Rank 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/demotion, rank seniority shall commence on the effective date of the assigned current rank.

8.2 On an annual basis, the City shall provide 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.

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- 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 initial probationary period that starts on the date of employment. 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 The position of Police Officer shall have a minimum base starting salary of \$19.92 hourly (\$43,505.28 annually) to a maximum of \$33.87 hourly (\$73,972.08 annually). The position of Police Sergeant shall have a minimum salary of \$26.55 hourly (\$57,985 annually) to a maximum of \$33.87 hourly (\$73,972.08)

9.2 Effective October 1, 2017, all bargaining unit members shall receive a general wage increase (GWI) to base salary of four percent (4%).

9.3 For fiscal year October 1, 2018 to September 30, 2019, the following wage adjustments shall be made:

Each Police Officer and Police Officer Sergeant shall have their base pay raised by three percent (3%).

9.4 For fiscal year October 1, 2019 to September 30, 2020, the following wage adjustments shall be made:

Each Police Officer and Police Officer Sergeant shall have their base pay raised by two percent (2%).

Should any bargaining unit member, as a result of the general wage increases (GWI) stipulated in the Article cause the unit member's salary to exceed the maximum range set in 9.1, the unit member shall be given the difference of the maximum range and the and the percentage increase.as a one time lump sum bonus check effective October 1 of each year of this Agreement. Said payment shall be deemed as pensionable income.

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 an accumulative 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 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

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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.
- 9.8 Bargaining unit employees assigned to the position of Police Detective shall be compensated an additional \$.35 per hour.
- 9.9 Shift Differential – Unit members who are scheduled on the Midnight Shift shall be compensated an additional \$.50 per hour.

**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.

Subject to operational needs, the City shall make all reasonable efforts to schedule employees to 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, unless the close of the payroll period or the first Wednesday following the close of the payroll period fall on a legal holiday, in which case, the City agrees to make every reasonable effort to have

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bargaining unit members' bi-weekly payroll checks available for pickup by 1700 hours on the first Thursday 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, court standby time, standby time, compensatory leave, off duty attendance at grievance hearings requested by the Grievant or the Union, 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 in excess of eighty-four (84) 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 unit member.
- 11.4 Compensatory time earned shall be documented and shall be used at the convenience of the unit member subject to the approval 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 forty (40) 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 made by the unit member.

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 employee'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

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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 employee'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**  
**LEGAL PROCEEDINGS**

- 13.1 Off-duty officers responding to legal processes resulting from performance of duties will, when actually required to appear to testify in court or in response to said legal process, 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 unit member. 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. In addition, unit members shall receive a quarter (.25) hour of pay for all subpoenas received that require the member to stand-by for a two (2) week trial period. Unit members shall notify the City when placed on a trial notice per subpoena.
- 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 fifth anniversary:	5 hours per pay period
Over five (5) years up to seventh anniversary:	7 hours per pay period
Over seven (7) years up to twelfth anniversary:	9 hours per pay period
Over twelve (12) years up to twentieth 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. Scheduled leave approval or disapproval must be communicated to the employee within three (3) business days from date of submission.
- 14.3 Employees shall continue to accrue Personal Leave while in any authorized paid leave status. 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 540.
- 14.5 Employees leaving the employment of the City shall be paid for all accrued, but unused Personal Leave, up to a maximum of 280 hours, 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,

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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 covered by the City provided health insurance.
- 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.
- 18.5 The city shall provide the PBA 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 current bargaining unit members' retirement plan within the Florida Retirement System. If in the future the City considers changes to the type of retirement plan to be offered to any new, incoming bargaining unit members (Officers), the parties shall reopen this Article 19 for further negotiations.
- 19.2 Upon retiring with twenty-five (25 or more years of service, or retiring due to a medical retirement, a unit member shall be provided his duty weapon and a retirement badge.

**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<br>2A or higher with Trauma plates | 5 - Duty Pants (replaced yearly)          |
| 1 - Protective Traffic Vest (replaced yearly)                    | 5 - Short Sleeve Shirts (replaced yearly) |
| 1 - Agency Approved Issued Firearm                               | 2 - Long Sleeve Shirts (replaced yearly)  |
|  | 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                         |
| 2 - polo shirts  | 2 - tactical BTU pants                    |

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 fifty-five dollars (\$55.00) per month clothing allowance for uniforms and maintenance of equipment. Honor Guard members shall be reimbursed for all costs of cleaning and maintenance of uniforms and equipment.

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- 21.7 On the first pay period in October of each year, unit members shall receive a footwear allowance of one-hundred and twenty-five dollars (\$125) net.

**ARTICLE 22**  
**PROMOTIONS**

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- 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. Written examination with a score of 0 to 100.
- C. The total score will be divided by 32 for a possible average score of zero to 100 for a candidate Overall Score.
- D. 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.

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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. Upon approval of the Mayor ~~City Council~~, the promotion to probationary sergeant shall then become effective. Upon promotion, the unit member shall receive a five percent (5%) increase in base pay, not to exceed the maximum position salary, or the minimum sergeant salary, whichever is greater.

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 and the member shall be returned to his former rank. Probationary Sergeants shall attend a "line supervision" course during the probationary period.

**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. Unit members may be represented at any step by a PBA representative.
- 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 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 five (5) ~~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 five (5) ~~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:

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.

- 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, unless the discipline was initiated at the Chief of Police's level in which case the grievance shall start at Step Two.  
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 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.
- 24.10 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 the initial step filed.

- 24.11 Time limits defined herein may be extended by mutual written agreement between the parties.

**ARTICLE 25  
ARBITRATION**

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

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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 The employee shall have a personal fitness evaluation completed annually by a doctor of the employee's choice for the betterment of the employee's health. The City shall pay any co-pay or other charges incurred from their primary care physician and/or a specialist to which the employee is referred by his primary care physician above the amount covered by the employee's health insurance. 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.

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.

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- 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 parties acknowledge that during negotiations resulting in this Agreement, it they 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.
- 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 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 illness or 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 City shall make the determination if an illness or injury is a compensable workers' compensation illness or injury.

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 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, 2020, 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 documented email, 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., a Chapter of the 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. The Labor-Management Committee meetings shall not be a substitute for collective bargaining and shall not address issues involving grievances.
- 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, 2017 to September 30, 2020

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Raymond Bagshaw  
Mayor  
City of Edgewood, Florida

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Chief of Police  
City of Edgewood, Florida

---

Stephen A. Micciche  
Florida Police Benevolent Association, Inc.  
Chief Negotiator

---

Officer David Ireland  
Representative C.F.P.B.A.

---

Officer Christopher Meade  
Bargaining Unit Member

---

Officer Tim Cardinal  
Bargaining Unit Member

ORDINANCE NO. 2017-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF EDGEWOOD ON ACCEPTANCE, REVIEW, PROCESSING, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT, BUILDING PERMITS, SITE PLANS, ZONING APPROVALS, SPECIAL EXCEPTIONS, AND DEVELOPMENT ORDERS THAT WOULD ALLOW NEW DEVELOPMENT OR CHANGE OF EXISTING USES TO ANY OF THE FOLLOWING USES ON PROPERTIES WHICH ARE BOTH LOCATED WITHIN THE C-1, C-2 OR C-3 ZONING DISTRICTS AND ADJACENT TO ORANGE AVENUE, HOFFNER AVENUE, GATLIN AVENUE, HANSEL AVENUE, OR HOLDEN AVENUE: PUBLISHING PLANTS, SKATING RINKS, FROZEN FOOD LOCKERS, AMUSEMENT AND RECREATIONAL FACILITIES IN WHICH THE AMUSEMENT AND RECREATIONAL ACTIVITIES DO NOT OCUR WITHIN A FULLY ENCLOSED STRUCTURE (INCLUDING MINIATURE GOLF COURSES, GO-CART TRACKS, GOLF DRIVING RANGES, BASEBALL BATTING RANGES AND TRAMPOLINE CENTERS), MECHANICAL GARAGES, HEATING AND AIR CONDITIONING SALES AND SERVICE, WHOLESALE BAKERIES, SOFT DRINK BOTTLING, PRODUCTS TESTING (MATERIALS, EQUIPMENT, OR PRODUCTS), MACHINE SHOPS, MANUFACTURING, STORAGE AND WHOLESALE DISTRIBUTION WAREHOUSES, TRADE SHOPS (EXCEPT FOR CABINET MAKERS AND UPHOLSTERING), TIN SMITHS, RUG AND CARPET CLEANING, MATTRESS RENOVATIONS, ELECTRICAL SHOPS, ROOFING SHOPS, PLUMBING SHOPS, CAR WASHES, CONFECTIONARY MANUFACTURE, FURNITURE STRIPPING, GARMENT MANUFACTURING, VEHICULAR BODY AND PAINTING SHOPS, BUS REPAIR, CAB REPAIR, LIGHT TRUCK REPAIR, MEAT PROCESSING (INCLUDING STORAGE, CUTTING, AND DISTRIBUTION), WHOLESALE PRODUCTS DISTRIBUTION, WHOLESALE COMMERCIAL ESTABLISHMENTS THAT OCCUPY MORE THAN 50,000 SQUARE FEET, MACHINERY SALES, MACHINERY RENTAL, MACHINERY STORAGE, OUTDOOR STORAGE OF MERCHANDISE, OUTDOOR STORAGE OF PARTS OR OTHER EQUIPMENT, BUILDING MATERIAL STORAGE, CONTRACTORS' STORAGE AND EQUIPMENT YARDS (INCLUDING WELL DRILLING EQUIPMENT AND LAND CLEARING EQUIPMENT), MINI WAREHOUSES, MILK BOTTLING AND DISTRIBUTION PLANTS, ICE CREAM MANUFACTURING, CITRUS PROCESSING, WELDING SHOPS, COIN LAUNDRIES, THRIFT STORES, OPEN AIR FLEA MARKETS, AUCTIONS, RADIO BROADCASTING AND TELECASTING STATIONS STUDIOS AND OFFICES, NEW OR USED CAR OR BOAT SALES, ADOPTING FINDINGS OF FACT; DIRECTING STAFF TO

**STUDY AND DEVELOP LAND DEVELOPMENT CODE PROVISIONS AND OTHER RECOMMENDATIONS RELATED TO THE C-2 AND C-3 ZONING DISTRICTS; PROVIDING FOR EXPIRATION AND EXTENSION OF THE MORATORIUM; PROVIDING STANDARDS FOR RELIEF FROM THE APPLICATION OF THE MORATORIUM; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, and Section 166.021, Florida Statutes, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the City is engaged in the process of examining the future development and redevelopment of the Orange Avenue corridor; and

**WHEREAS**, the C-1, C-2 and C-3 zoning districts may contain certain permitted and special exception uses that are not consistent with the City and community's vision for future development and redevelopment along the Orange Avenue corridor; and

**WHEREAS**, the C-1, C-2 and C-3 zoning districts contain several permitted and special exception uses that are more industrial in character than the commercial intent of the existing zoning districts; and

**WHEREAS**, the City may consider adopting a new zoning district tailored to the Orange Avenue Corridor and the City and community's vision for future development and redevelopment; and

**WHEREAS**, the City Council finds and determines that during the period in which the City examines the most appropriate uses and considers further action related to the Orange Avenue corridor, it is appropriate and necessary to enact a temporary moratorium to ensure that no additional properties be converted to uses or activities that may be inconsistent with future zoning activities; and

**WHEREAS**, This Ordinance is adopted in good faith, is not discriminatory against any property owner along the Orange Avenue Corridor, is of limited duration, and is appropriate to the development of the amendments of the City's Zoning Code; and

**WHEREAS**, the City Council finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Edgewood.

**NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF EDGEWOOD, FLORIDA:**

**SECTION 1. RECITALS.** The foregoing recitals are hereby ratified and fully incorporated herein by reference as legislative findings of the City Council of the City of Edgewood.

**SECTION 2. TEMPORARY MORATORIUM.** Beginning on the effective date of this ordinance and continuing for a period of 180 days a moratorium is hereby imposed upon the accepting, review, processing or approval of applications for development activities, including building permits, site plans, zoning approvals, special exceptions and development orders that would allow new development or change of uses to any of the uses described below. This moratorium shall only be applicable to properties that are both located within the C-1, C-2 or C-3 zoning district and located adjacent to Orange Avenue, Hoffner Avenue, Gatlin Avenue, Hansel Avenue or Holden Avenue. The uses to which this moratorium shall apply are as follows:

- publishing plants;
- skating rinks;
- frozen food lockers;
- amusement and recreational facilities such as, but not limited to, miniature golf courses, go cart tracks, golf driving ranges, baseball batting ranges and trampoline centers, where such amusement and recreational activities do not occur within a fully enclosed building;
- mechanical garages
- heating and air conditioning sales and service facilities;
- wholesale bakeries;
- soft drink bottling;
- testing of materials, equipment, and products;
- machine shops;
- manufacture of scientific, electrical, optical and precision instruments or equipment;
- manufacture of novelties and souvenirs;
- storage and wholesale distribution warehouses;
- trade shops (other than cabinet makers and upholsterers), tinsmiths, rug and carpet cleaning facilities, mattress renovation facilities, and electrical, roofing, plumbing, or welding shops;
- car washes;
- confectionary manufacturing facilities;
- furniture stripping;
- garment manufacturing;
- milk bottling and distribution plants;
- ice cream manufacturing facilities;
- citrus processing facilities;
- welding shops;
- miniwarehouses;
- open-air flea markets;
- auctions;
- radio broadcasting and telecasting stations, studios, and offices;
- bus, cab, and light truck repair;
- meat storage, cutting, and distribution facilities;
- wholesale products distribution;
- wholesale commercial establishments occupying more than 50,000 square feet;
- machinery sales, rental, and storage lots;
- outdoor storage of merchandise, parts or other equipment except as allowed by City of

Edgewood Code of Ordinances, Section 134-376 (11) or Section 134-406(12);  
building material storage and sales lots;  
contractors' storage and equipment yards, including well drilling equipment and land clearing equipment;  
coin laundries;  
thrift stores selling donated merchandise;

**SECTION 3. APPLICABILITY AND EXCEPTION RELATED TO EXISTING USES.** Nothing herein shall be interpreted to cause a suspension or termination of a use identified in Section 2 which is lawfully existing as of the effective date of this Ordinance. Building permits shall be processed for properties upon which a use identified in Section 2 exists as of the date of this Ordinance for any work which does not increase the space utilized upon said property for a use identified in Section 2. Additionally, any property upon which a use identified in Section 2 lawfully exists as of the effective date of this Ordinance shall be allowed to change such use to any other use identified in Section 2 which is permitted by the current zoning for said property provided that such change of use does not increase the space utilized upon said property for a use identified in Section 2 or require special exception approvals.

**SECTION 4. EXPIRATION OF THE TEMPORARY MORATORIUM.** The temporary moratorium imposed by Section 2 of this Ordinance shall expire 180 days from the effective date of this ordinance, upon the effective date of an ordinance applying a new zoning district to properties subject to this moratorium, or upon the majority vote of the City Council, whichever occurs earliest. If the City requires additional time to complete the enactment of amending zoning regulations applicable to the property subject to this moratorium, the City Council may consider extending the moratorium through a subsequent ordinance providing the justification for the extension.

**SECTION 5. RECOMMENDATIONS FOR LAND DEVELOPMENT CODE.** City Staff is hereby directed to continue to examine the current land use regulations and make recommendations to the City Council and Planning and Zoning Commission related to updating the land use regulations applicable to properties located along the Orange Avenue Corridor and to make recommendations for any amendments to the land use regulations applicable to said properties within a reasonable time before the expiration of this moratorium.

**SECTION 6. ADMINISTRATIVE RELIEF PROCEDURE.**

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

(b) A request for an exception based upon extraordinary hardship shall be filed with the City Clerk, including a non-refundable fee of \$350.00 by the owner/petitioner, or the petitioner with the consent of the owner/petitioner, to cover processing and advertising costs, and

shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship.

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

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

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

- (1) The extent to which the applicant has, prior to the effective date of this Ordinance, received a permit or approval to conduct a use subject to this moratorium.
- (2) The extent to which the applicant has, prior to the effective date of this Ordinance, made a substantial expenditure of money or resources in reliance upon a permits or approvals of the City of Edgewood directly associated with a use subject to this moratorium.
- (3) Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment backed expectation on the real property that is affected by this Ordinance.

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

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

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

**SECTION 7. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such

unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

**SECTION 8. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 9. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

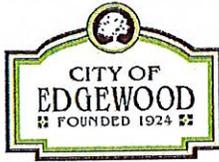
PASSED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

CITY OF EDGEWOOD, FLORIDA  
CITY COUNCIL

\_\_\_\_\_  
John Dowless, Council President  
ATTEST:

\_\_\_\_\_  
Bea Meeks, City Clerk



*From the desk of the City Clerk....*

*Bea L. Meeks, MMC, CPM, CBTO*

**TO:** Mayor Bagshaw, Council President Dowless, Council Members Henley, Chotas, Fortini and Horn

**DATE:** August 10, 2017

**RE:** Ordinance 2017-03

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The first reading of Ordinance 2017-03 was held in the July 18, 2017 Council meeting. I announced that the second and final reading would be held on August 15, 2017. I sent the Ordinance to the Orlando Sentinel for the required publication however, I did not see email from the Sentinel with a request to approve the ad, until after the time to respond. For this reason, the legal ad was not published. Because the legal ad was not published, we cannot hold the second/final public hearing in the August Council meeting.

**RECOMMENDATION:** Make a Motion to table the second/final reading of Ordinance 2017-03 until the September 19, 2017 City Council meeting.

**ORDINANCE NO. 2017-03**

**AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA AMENDING CHAPTER 62, ARTICLE II, "STOPPING, STANDING, AND PARKING;" INCREASING CIVIL PENALTIES FOR CERTAIN PARKING VIOLATIONS; INCREASING THE DELINQUENT FEE PENALTY ASSESSED WHEN AN INDIVIDUAL FAILS TO RESPOND TO A PARKING VIOLATION NOTICE; PROHIBITTING THE PARKING OF IMPROPERLY REGISTERED VEHICLES UPON PUBLIC STREETS OR CITY OWNED PROPERTY; PROVIDING FOR IMMOBILIZATION AND IMPOUNDMENT OF VEHICLES PARKED UPON PUBLIC STREETS OR CITY OWNED PROPERTY WITHOUT PROPER REGISTRATION; PROVIDING FOR THE WITHHOLDING OF LICENSE PLATES AND RENEWAL STICKERS BY THE STATE FOR UNPAID PARKING VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Edgewood Code of Ordinances provides civil penalties for the violation of parking regulations; and

**WHEREAS**, the civil penalties assessed for violations of parking regulations have not been amended since 1993; and

**WHEREAS**, the Edgewood City Council hereby finds that in order to effectively enforce parking regulations it is necessary to increase the civil penalties assessed for parking violations; and

**WHEREAS**, currently the City only charges a \$1.00 delinquent fee when a person issued a parking violation fails to respond to such violation notice; and

**WHEREAS**, The Edgewood City Council hereby finds that in order to effectively enforce parking regulations it is necessary to increase the delinquent fee assessed to a person who fails to respond to a parking violation notice; and

**WHEREAS**, pursuant to Section 320.07, Florida Statutes, a vehicle may not be operated upon the roads of the State without proper registration; and

WHEREAS, the City Council of the City of Edgewood hereby finds it appropriate to provide for the immobilization and impoundment of vehicles without proper registration parked upon public streets or City owned property in order to improve the City's ability to enforce vehicle registration requirements; and

WHEREAS, Sections 316.1967 and 320.03, Florida Statutes, provide procedures for the City to provide to the State information related to outstanding parking violations and for the County Tax Collector to withhold issuance of a license plate or renewal sticker based on outstanding parking violations; and

WHEREAS, the City Council of the City of Edgewood hereby finds it appropriate to provide for the City's participation in the process described in Sections 316.1967 and 320.03, Florida Statutes, in order to improve the City's ability to enforce parking violations.

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

**NOTE:** Underlined words constitute additions to the City of Edgewood Code of Ordinances, ~~strike through~~ constitutes deletions from the original Code of Ordinances, and asterisks (\*\*\*) indicate an omission from the existing text which is intended to remain unchanged.

**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 62, Article II, "Stopping, Standing, and Parking," of the City of Edgewood Code of Ordinances shall be amended as follows:

\* \* \*

Sec. 62-26. - Schedule of civil penalties for parking violations.

There is hereby adopted the following schedule of civil penalties for parking violations occurring within the city for which payment may be made to the general fund:

Violation	Amount of Civil Penalty
Parking where prohibited by official signs	\$ <del>30.00</del> 10.00
Parking in bus space or taxi stand	<del>30.00</del> 20.00

Parking on sidewalk or unpaved right-of-way	<del>30.00</del> 10.00
Parking in passenger loading zone	<del>30.00</del> 20.00
Parking by yellow curb (on sign)	<del>30.00</del> 10.00
Parking over the lines used to indicate spaces where parking is permitted	<del>30.00</del> 10.00
Parking against traffic flow (wrong direction)	<del>30.00</del> 20.00
Unauthorized parking in reserved space	40.00
Unauthorized parking in space for disabled	150.00
Unauthorized parking in freight loading zone	<del>30.00</del> 20.00
Obstructing traffic	<del>30.00</del> 20.00

\* \* \*

Sec. 62-30. - Disposition of parking fines and forfeitures; procedures upon noncompliance with parking violation notice.

- (a) All fines or forfeitures collected upon conviction or upon the forfeiture of bail of any person charged with a violation of any of the provisions of this article shall be paid into the city treasury and deposited in the general fund of the city.
- (b) If any person summoned by a parking violation notice affixed on a motor vehicle does not respond to such notice within the time specified on such notice, the parking fines section shall assess a ~~\$20.00~~4.00 delinquent fee per violation against the registered owner of the motor vehicle. In addition, a notice of summons shall be sent, by certified mail, to the registered owner of the motor vehicle which was cited, informing such owner of the parking violation notice and the failure to comply therewith. Such notice shall direct the recipient to respond within ten calendar days; otherwise, a summons will be issued for failure to comply with section 62-31. Costs in the amount of \$5.00 shall be assessed incident to this notification process.
- (c) If a response is not made within the time period specified in the notice of summons, a summons will be issued commanding an appearance before a judge of the court and the service of process charge of \$10.00 per summons shall be assessed.
- (d) After issuance of summons, a hearing on the charge of failure to comply shall be scheduled and such charge prosecuted by the city prosecutor in the county court.

- (e) Any person who fails to respond to the original parking violation notice within the time period specified on such notice shall be deemed to have waived the right to contest the merits of such parking violation.
- (f) A violation of section 62-31 shall be deemed a separate and distinct violation and shall not be construed to be merged with or a part of the original parking violation.

\* \* \*

Secs. 62-35 - Parking on public property of vehicles without affixed current and valid registration license plate and validation sticker; removing, impounding, or immobilization of vehicles without affixed current and valid registration license plate and validation sticker.

- (a) No person shall stop, stand, or park a vehicle upon any public street or upon any property owned and controlled by the city unless such vehicle has affixed to it a current and valid registration license plate and validation sticker.
- (b) Any motor vehicle without a current and valid license plate and validation sticker affixed to it found parked at any time upon any public street or upon any property owned and controlled by the city may, in addition to the issuance of a parking violation notice, be immediately immobilized by or under the direction of a police officer in such a manner as to prevent its operation. No such vehicle shall be immobilized by any means other than the use of a device or other mechanism which will cause no damage to such vehicle unless it is moved while such device or mechanism is in place.
- (c) It shall be the duty of the police officer immobilizing such motor vehicle, or under whose direction such vehicle is immobilized, to post on such vehicle, in a conspicuous place, notice sufficient to inform the owner or operator of the vehicle that:
  - (1) Such vehicle has been immobilized pursuant to and by the authority of this section of the Code of Ordinances; and
  - (2) The owner of such immobilized vehicle, or other duly authorized person, shall be permitted to repossess or to secure the release of the vehicle upon payment to the police department the fine prescribed in Division 2 of this article for the offense of parking a vehicle without a current and valid registration license plate and validation sticker affixed to it.
- (d) It shall be unlawful for anyone, except those persons authorized by the police department, to remove or attempt to remove, tamper with, or in any way damage or alter the immobilization device.
- (e) If the owner of the immobilized vehicle, or other duly authorized person, does not make arrangements for removal of the immobilization device in accordance with the foregoing provisions within 24 hours of the time such motor vehicle was immobilized, a police officer of the city is hereby authorized to have such vehicle towed by the city's authorized towing company.

(1) The owner of the vehicle shall be responsible for any and all towing and storage charges along with the civil penalty identified in Division 2.

(2) The penalty must be remitted prior to the release of the vehicle.

**Sec. 62-36 - Withholding of issuance of license plates and stickers by state.**

(a) In accordance with Section 316.1967, Florida Statutes, the city police department may prepare and supply to the state department of highway safety and motor vehicles, traffic violations bureau, a list of persons who have three or more outstanding parking violations on a magnetically encoded computer reel, cartridge, or by any other electronic means which is machine readable by the installed computer system at the department, listing persons who have outstanding parking violations which occurred within the city.

(b) If a person's name appears on the list referred to in subsection (a) of this section, the tax collector shall, in accordance with F.S. §§ 316.1967 and 320.03, not issue a license plate or revalidation sticker to such person until such person's name no longer appears on the list or until the person presents a receipt showing that such parking fines and all applicable late charges or other related charges have been paid, and also pays an administrative service charge to the tax collector.

(c) Pursuant to the authority granted in F.S. §§ 316.1967 and 320.03, this section shall be applicable throughout the city; providing, however, that the police department responsible for enforcement of parking violations in the city shall be responsible for preparing and supplying the applicable list of persons who have three or more outstanding parking violations.

**Section 3.** The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Edgewood.

**Section 4.** Severability. If any section, sentence, phrase, word or portion of this ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

**Section 5.** Conflicts. All ordinances that are in conflict with this Ordinance are hereby repealed.

**Section 6.** Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING: **July 18, 2017.**

PASSED ON SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
John Dowless, Council President

*ATTEST:*

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

**RESOLUTION NO. 2017-03**

**A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA, OPPOSING THE EROSION OF HOME RULE AUTHORITY EFFECTED BY THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT; SUPPORTING THE HOME RULE AUTHORITY GRANTED AND GUARANTEED LOCAL GOVERNMENTS BY THE FLORIDA CONSTITUTION; ENCOURAGING THE FLORIDA LEGISLATURE TO RETURN FULL HOME RULE AUTHORITY TO LOCAL GOVERNMENTS WITH RESPECT TO WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; EXPRESSING SOLIDARITY WITH OTHER LOCAL GOVERNMENTS OF ORANGE COUNTY, FLORIDA, IN SUPPORTING TECHNOLOGICAL ADVANCEMENT WHILE PRESERVING THE AUTHORITY OF LOCAL GOVERNMENTS TO ENACT REGULATIONS THAT PRESERVE AND PROTECT LOCAL COMMUNITY VALUES AND INTERESTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The Advanced Wireless Infrastructure Deployment Act (the “Act”) was signed into law by Governor Rick Scott and became effective July 1, 2017; and

**WHEREAS**, The Act was a lobbyist and wireless industry-led initiative intentionally crafted to circumvent the authority of local governments to set rules, regulations and rates with respect to wireless facilities in the public rights-of-way that are in their constituents’ best interests; and

**WHEREAS**, no evidence was presented to establish that local government regulations or actions had in any way prevented or significantly delayed the deployment of advanced wireless communications infrastructure; and

**WHEREAS**, no evidence was presented to establish that local government involvement would impair the ability of wireless telecommunications providers to improve their wireless telecommunications networks; and

**WHEREAS**, the City Council of the City of Edgewood recognizes the importance of and encourages the technological advancement and effective infrastructure in the field of wireless telecommunications; and

**WHEREAS**, the City Council of the City of Edgewood acknowledges that small cell wireless facilities is the next generation of wireless telecommunications technology; and

**WHEREAS**, the City Council of the City of Edgewood recognizes that the advancement and facilitation of wireless telecommunications infrastructure consistent with the approvals, projects and local government investments related to their rights of way, is in the best interest of the City’s constituents; and

**WHEREAS**, the City Council of the City of Edgewood, recognizes that the wireless industry finds it critical that the speed with which next-generation wireless technology is deployed is material and vital to business success of that technology; and

**WHEREAS**, the City Council of the City of Edgewood, also appreciates the critical role local governments play in ensuring technological progress is consistent with the vision and values of the communities they represent and to protect the community's investments in their community; and

**WHEREAS**, the City Council opposes a one-size-fits-all approach to the installation of wireless telecommunications facilities within public rights-of-way, especially considering the great flexibility that exists in the potential size, type, location and installation methods for the types of facilities covered by the Act and the unique characteristics of each local government; and

**WHEREAS**, certain local governments have expended enormous resources on making their rights of way safe, attractive and functional in reliance on their ability to exercise their home rule authority over their rights of way; and

**WHEREAS**, cities, towns and villages are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

**WHEREAS**, no other level of government is more available or responsive to the voices of their constituents than local government; and

**WHEREAS**, it is widely accepted that government closest to the people is most representative and effective; and

**WHEREAS**, in recognition of the critical role local governments serve Florida voters in 1968 amended the state constitution to confer broad "Home Rule" powers to municipal government, under Article VIII, Section 2(b); and

**WHEREAS**, the Florida Legislature adopted the Home Rule Powers Act in 1973, which recognizes the broad Home Rule authority of cities and counties to adopt ordinances in the interests of the public health, safety, and welfare; and

**WHEREAS**, local government is the most effective level of government to address the needs of individual communities during the roll-out of rapidly evolving technology; and

**WHEREAS**, it is good practice and policy to allow local governments to enforce their existing, and adopt new rules, regulations and rates that meet the demands of their constituents so as to protect the community investments and maintain the uniqueness of their own communities; and

**WHEREAS**, it is good practice and policy to encourage wireless telecommunications providers to engage with local governments to ensure that the installation of wireless facilities within public rights-of-way is conducted in a manner consistent with the uniqueness of each local community and the values of local communities, rather than to circumvent local involvement in such a critical field; and

**WHEREAS**, the Act significantly adversely impacts the authority of local governments to enforce existing and adopt effective rules, regulations and rates that encourage continued advancement in the field of wireless communications while protecting the values of their communities; and

**WHEREAS**, the Act significantly impairs the ability of local governments to work with telecommunications providers to ensure installation of wireless technology within rights-of-way is conducted in a manner consistent with the values of the community; and

**WHEREAS**, the Orange County Council of Mayors has called upon the local governments of Orange County, Florida to express a unified voice in supporting technological advancement that benefits their constituents while opposing continued state action that erodes their “Home Rule” powers.

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

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

**Section 2.** The City Council of the City of Edgewood urges the Florida Legislature to reconsider its position on local government involvement in the field of wireless telecommunications infrastructure installation as enacted in the Advanced Wireless Infrastructure Deployment Act and amend the Florida Statutes in order to restore “Home Rule” powers to local governments with respect to wireless facilities in the public rights-of-way.

**Section 3.** The City Council of the City of Edgewood expresses its solidarity with the other local governments of Orange County, Florida, in supporting measures that advance wireless technology without eroding the ability of local governments to protect the best interests of their communities and constituents.

**Section 4.** The City Council of the City of Edgewood calls for the wireless telecommunications industry to work collaboratively with local governments to promote effective technology infrastructure consistent with the community values of their customers. Specifically, the Council supports the collaborative development of design standards and specifications that empower local governments to devise customized wireless solutions that fit local conditions and, at the same time, provide for the rapid deployment of next-generation technology.

**Section 5.** This Resolution shall become effective immediately upon its passage and adoption.

Passed and adopted by the City Council of the City of Edgewood, Florida this **15th** day of **August, 2017**.

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John Dowless  
Council President

ATTEST: \_\_\_\_\_  
Bea L. Meeks, MMC, CPM, CBTO  
City Clerk

**EMPLOYMENT AGREEMENT**  
**POLICE CHIEF, CITY OF EDGEWOOD**

**Introduction**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_, 2017, by and between the **City of Edgewood** a Florida municipal corporation, (hereinafter called "Employer") and **John Freeburg**, (hereinafter called "Employee"), both of whom agree as follows:

**Section 1: Term**

The initial term of this Employment Agreement shall be for a period of five (5) years unless terminated earlier by operation of law or as otherwise set forth herein. This Employment Agreement shall automatically be renewed for two (2) year terms upon the expiration of the initial term or subsequent renewal terms unless either party gives notice in writing thirty days prior to the expiration of the term of its intent to not renew this Employment Agreement.

**Section 2: Duties and Authority**

Employer agrees to employ Employee as Police Chief to perform the functions and duties specified in Section 4.06 of the Charter of the City of Edgewood, the City Code of Ordinances and City administrative procedures and to perform other legally permissible and proper duties and functions as the Mayor or City Council shall from time to time assign.

**Section 3: Compensation**

Employer agrees to pay Employee an annual base salary of **\$85,500.00**, payable in installments at the same time the other management employees of Employer are paid. Employer may during the term of this Employment Agreement increase Employee's annual base salary. Any increase in Employee's annual base salary shall be documented in writing and included as an addendum to this Employment Agreement.

Employment conditions for general employees provided in the City's personnel policies as amended from time to time shall remain in full force and effect as to Employee and shall be unaffected by the terms of this Employment Agreement. All benefits provided in the City's personnel policies as amended from time to time that provide a general benefit to all City employees shall be provided to Employee.

The City shall provide and maintain a vehicle for Employee's use in performing his duties pursuant to this Employment Agreement and for use in commuting to and from the City. Said vehicle shall be owned and maintained by the City as part of its fleet of motor vehicles.

The City shall provide and maintain a cellular phone solely for Employee's use in performing his duties pursuant to this Employment Agreement. Employee shall not conduct non-City business on the City-issued cellular phone.

Additionally, Employer agrees to pay the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer, subject to the prior approval of the Employer.

#### **Section 4: Termination**

Any one of the following acts or events shall constitute termination of this Employment Agreement and Employee's employment under it:

1. A vote of the City Council. The parties hereto understand that no cause is required for Employee to be terminated by vote of the City Council.

2. Final action by Employer, citizens or the Florida Legislature to amend any provisions of the City Charter, ordinances or other legislation governing the role, powers, duties, authority or responsibilities of Employee's position that substantially changes the form of government of the City. Under such circumstances, Employee shall have the right to declare that such amendments constitute termination, and his doing so will constitute termination of this Employment Agreement.

3. Employee's written resignation.

#### **Section 5: Severance**

Severance shall only be paid to Employee if employment is during the initial term of this Employment Agreement and if such termination is without cause. If Employee is terminated without cause during the initial term of this Employment Agreement, Employee shall be paid a lump sum payment equal to sixteen weeks' salary at the rate of base salary on the date of termination.

As additional severance, Employee shall also be compensated for all paid time off accrued as of the date of termination.

If Employee is terminated or separated from Employer for cause, Employer shall not be obligated to pay severance. Cause for termination shall include but not be limited to:

1. The commission by Employee of any embezzlement or other act of dishonesty toward the Employer;

2. The conviction, including by plea of no contest, of Employee for any felony;

3. Willful damaging of Employer's real or personal property;

4. Abuse of alcohol, narcotics or other controlled substances, including any conviction, including by plea of no contest, of Employee for operating a motor vehicle under the influence or for public intoxication;

5. Willfully causing physical injury to any other employee of Employer;

6. Determination by an independent third-party investigator appointed by Employer that Employee has committed sexual harassment of any other employee of Employer;

7. Any other act involving moral turpitude or that would tend to bring dishonor or embarrassment to Employer;

8. Any physical or mental condition of Employee which renders him unable to fully perform his duties and which lasts for more than ninety (90) consecutive days.

### **Section 6: Resignation**

In the event that Employee voluntarily resigns his position with Employer for reasons other than being requested to do so by Employer, Employee shall provide a minimum of ninety (90) days' notice unless the parties agree otherwise and Employee shall not be entitled to any severance. In the event the parties agree to a shorter notification period for resignation, such agreement shall in no event be interpreted as Employer exercising a termination of Employee.

### **Section 7: Performance Evaluation**

Employer shall periodically review the performance of Employee subject to a process, form, criteria, and format for the evaluation which shall be determined by Employer.

### **Section 8: Hours of Work**

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule but must work a minimum of forty (40) hours per week unless on other approved leave.

### **Section 9: Outside Activities**

The employment provided for by this Employment Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may, upon the approval in advance of Employer, elect to accept teaching, consulting or other business opportunities with the understanding that such limited arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Employment Agreement.

### **Section 10: Indemnification**

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as Police Chief or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission

involved willful or wanton conduct. Employer may choose, in its sole discretion, the appropriate attorney or firm to represent Employee as provided herein.

Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit covered by this indemnity obligation. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event Employer shall have the right to opt to no longer defend and/or indemnify Employee.

**Section 11: Bonding.**

Employer shall bear the full cost of any fidelity or other bonds that may be required of the Employee under any law or ordinance

**Section 12: Other Terms and Conditions of Employment**

Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Agreement, the City Charter or any other law.

**Section 13: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO EMPLOYER: Mayor  
City of Edgewood  
405 Larue Avenue  
Edgewood, Florida 32809

TO EMPLOYEE:

Alternatively, notice required pursuant to this Employment Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 14: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Employment Agreement. The parties by mutual written agreement may amend any provision of this Employment Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Employment Agreement.

B. Binding Effect. This Employment Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Employment Agreement shall become effective on October, 1, 2017.

D. Severability. The invalidity or partial invalidity of any portion of this Employment Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**“EMPLOYER”**

**“EMPLOYEE”**

**City of Edgewood**

\_\_\_\_\_  
Ray Bagshaw, Mayor

\_\_\_\_\_  
John Freeburg

ATTEST:

\_\_\_\_\_  
Bea Meeks, City Clerk

# Edgewood Police Department

## City Council Report

July 7, 2017- August 7, 2017

Residential Burglaries	0
Commercial Burglaries	1
Auto Burglaries	0
Theft	1
Assault/Battery	0
Sexual Battery	0
Homicides	0
Robbery	0
Traffic Accident	22
Traffic Citations	219
Red Light Citations	207
Traffic Warnings	144
Felony Arrests	2
Misdemeanor Arrests	12
Warrant Arrests	2
Traffic Arrests	4
DUI Arrests	6

### Department Highlights:

- **Officer David Ireland received an award from MADD (Mothers against Drunk Driving). He made 24 D.U.I. arrests in 2016. Officer Ireland, along with other officers across the state, was honored during a ceremony on July 28th.**
- **Officers responded to two overdoses during this period. Narcan was deployed in one of the cases by the Fire Department. In one of the cases, Officer Ireland kept the subject “breathing” using rescue breaths until the Fire Department was able to get on scene and administer treatment. Both overdose individuals were transported to a hospital and survived.**
- **The department has seen an increase in violence/resistance toward Law Enforcement during this period:**
  - **On July 15th Officer Zane conducted a traffic stop. The subject was belligerent and refused to obey commands. Officer Ireland arrived on scene and both officers had to remove the subject from the vehicle. The subject would not obey commands, kept trying to pull away, and made threats to the officers throughout the incident. The subject was arrested for DUI.**
  - **On August 3, Officer Ireland was placing a subject under arrest for DUI. The subject became resistant, pulling away from the officer, using their**

- body to push off the officer, refused to get in the patrol vehicle, and made threats. It took two officers to get the subject into the vehicle.
- On August 8<sup>th</sup>, Officer Meade conducted a traffic stop. The subject became verbally aggressive, yelling at the officer, and refused to let the officer inventory the car (it was being towed) by standing in the doorway. Chief Freeburg backed up Officer Meade. He tried to calm the individual down but the subject refused to obey commands and continue to make threats. The subject pulled away when the officers tried to place her under arrest. The subject was taken down to the ground and continued to fight Officer Meade and Chief Freeburg until they could secure her.
  - The Department completed background checks on 12 applicants. Out of those applications, two met the requirements of the Department and were hired. We were able to speed up our background process by getting numerous officers (Officer Brahm, Officer Ireland, and Officer Meade) involved in the process and working on aspects of the backgrounds. We still have one opening.

**If you have any additional questions**

**Contact Chief John Freeburg**

**[jfreeburg@edgewood-fl.gov](mailto:jfreeburg@edgewood-fl.gov)**

**Cell phone: 407-467-2433**