

## CITY COUNCIL

John Dowless, Mayor  
Richard Alan Horn, Council President  
Lee Chotas, Council Member  
Ben Pierce, Council Member  
Chris Rader, Council Member  
Susan Lomas, Council Member



## City Council Meeting

Third Tuesday Every Month  
6:30 PM  
Held in City Council Chamber  
405 Bagshaw Way  
Edgewood, FL 32809

## AGENDA

### Edgewood City Council Meeting \*Wednesday, August 19, 2020 - 6:30 pm

**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 to be handed 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.

- Item 1. Call to Order
- Item 2. Invocation and Pledge to Flag
- Item 3. Confirmation of Quorum
- Item 4. Presentation(s)
- Item 5. Consent Agenda
  - a. Consideration of Minutes from Previous Meeting(s)
    - PAGES 1-10 - Approval of July 21, 2020 City Council Meeting Minutes
    - PAGES 11-12 - Approval of July 29, 2020 City Council Budget Workshop Minutes
    - PAGES 13-14 - Approval of August 5, 2020 City Council Budget Workshop Minutes

*(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.)*

**Item 6.** Proposed Ordinances

**PAGES 15-96 - ORDINANCE 2020-03** - 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, 2020, TO SEPTEMBER 30, 2023; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**Item 7.** Public Hearings

- a. **PAGES 97-100 - ORDINANCE 2020-02** - AN ORDINANCE THE OF THE CITY OF EDGEWOOD, FLORIDA, EXTENDING THE CITY'S APPROVAL OF THE INCLUSION OF A PORTION OF THE CITY OF EDGEWOOD WITHIN THE LAKE MARY (JESS) MUNICIPAL SERVICE TAXING UNIT ("LAKE MARY (JESS) MSTU"); EXTENDING THE CITY'S CONSENT TO THE INCLUSION OF A PORTION OF THE CITY OF EDGEWOOD WITHIN THE BOUNDARIES OF THE LAKE MARY (JESS) MSTU; ACKNOWLEDGING AND CONSENTING TO THE IMPOSITION OF AD VALOREM TAXES UPON PROPERTY WITHIN THE LAKE MARY (JESS) MSTU; PROVIDING FOR CONTINUING CONSENT FOR A TERM OF YEARS FROM THE CITY PURSUANT TO SECTION 125.01(1)(q), FLORIDA STATUTES, FOR PROPERTIES WITHIN THE LAKE MARY (JESS) MSTU TO BE INCLUDED IN THE MSTU, INCLUDING ANY LANDS IN THE MSTU ANNEXED INTO THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SUNSET; AND PROVIDING FOR AN EFFECTIVE DATE

**Item 8.** Unfinished Business

- a. **PAGES 101-152** – Solid Waste Review Committee - Council President Richard Alan Horn

**Item 9.** New Business

**Item 10.** Public Comments

***ORDINANCE 2013-05 Addressing the council orally during public comment periods** - Prior to official action being taken by the council on any agenda item under consideration by the council, the presiding officer shall open the floor for public comment. Once during each regular council meeting, the presiding officer shall open the floor for public comment on items not on the agenda. Public input offered during these public comment periods shall be limited to five (5) minutes per speaker with the presiding officer having the option to allow an additional one (1) minute.*

***Addressing the council by written request.** Any person requesting to have an item placed on a regular council agenda shall notify the city clerk in writing by 2:00 p.m. of the Tuesday immediately preceding the Tuesday council meeting of his or her desire to speak. On his or her agenda item, such person shall be allowed ten (10) minutes to speak.*

- Item 11.** Boards & Committees
- Item 12.** City Attorney Report
- Item 13.** Police Chief & City Clerk Reports
  - a. **PAGE 153 Chief's Report**
  - b. **City Clerk's Report**
- Item 14.** Mayor & Council Reports
- Item 15.** Adjournment

**Future Meetings:**

- |                                |                          |  |
|--------------------------------|--------------------------|--|
| Planning & Zoning Board        | September 14, 2020       | 6:30 pm                                  |
| City Council Meeting           | September 15, 2020       | 6:30 pm                                  |
| <b>Special Council Meeting</b> | <b>September 9, 2020</b> | <b>6:30 p.m. (Set Tentative Millage)</b> |

**\*Meeting changed to Wednesday due to conflict with Primary Election held on Tuesday, August 18, 2020**

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. Untimely filing by any appellant shall result in an automatic denial of the appeal.

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 no later than one day prior to the proceedings at (407) 851-2920 or email [bmeeks@edgewood-fl.gov](mailto:bmeeks@edgewood-fl.gov).



**AGENDA**  
**Edgewood City Council Meeting**  
**July 21, 2020 - 6:30 pm**

**CALL TO ORDER**

Council President Horn called the Edgewood City Council meeting to Order at 6:30 p.m. Council President Horn asked for a moment of silence, followed by leading everyone in the Pledge of Allegiance.

***ROLL CALL & DETERMINATION OF QUORUM***

Deputy City Clerk Riffle announced there was a quorum with the Mayor and three of the five Council members present. Council Members Rader and Chotas have given notice of their absence.

*Council Member Pierce made the Motion to excuse Council Members Rader's and Chotas' absence; Second by Council Member Lomas. Approved (3/0).*

**Attendees**

John Dowless, Mayor  
Richard Alan Horn, Council President  
Ben Pierce, Council President Pro-Tem  
Susan Lomas, Council Member

**Absent**

Lee Chotas, Council Member  
Chris Rader, Council Member

**Staff**

Bea Meeks, City Clerk  
Sandy Riffle, Deputy City Clerk  
John Freeburg, Police Chief  
Shannon Patterson, Police Chief of Staff  
Drew Smith, City Attorney  
Allen Lane, City Engineer  
Ellen Hardgrove, City Planner

As a point of order, Council Member Horn noted that the review for Boards & Committees - Discovery Church will be moved forward in the agenda to after Presentations.

## PRESENTATIONS

- **Officer of the Year – Presentation by Police Chief John Freeburg**

Chief Freeburg presented 2019 Officer of the Year to Officer Adam Lafan. Officer Lafan is the Accreditation Manager and he was successful in leading the team through the process. He also serves on the social media board for accreditation across the State of Florida and has completed Apopka, Kissimmee, Altamonte Springs, and Ormond Beach accreditations. Officer Lafan thanked the City and his team.

- **Recognition of Employee Retirement - Presentation by Police Chief John Freeburg**

Debbie Cabales has been with the City since 2006 and has filled several positions in City Hall and Edgewood Police Department. He said she is moving on to her retirement and will be missed.

- **Florida Association of City Clerks (FACC) Honoring Immediate Past President Bea L. Meeks—Presentation by Debra Buff, FACC President and Pat Burke, FACC Central East District Director**

FACC Officers Buff and Burke presented City Clerk Meeks with two Resolutions for her service and dedication over the last year in her role as FACC President. Director Burke said that City Clerk Meeks has served with dignity, professionalism and honor. City Clerk Meeks was thankful for the honor and noted the support that she has received from Former Mayor Bagshaw, City Council, Mayor Dowless and her support staff.

**City Clerk Meeks left the meeting at 6:40 pm.**

## CONSENT AGENDA

Council President Horn asked if there were any changes to the minutes from June 16, 2020 meeting. Mayor Dowless said that he had a minor change on page 4; the vote should be changed from “5/5” to “5/0”.

*Council Member Pierce made the Motion to approve the minutes from June 16, 2020 as amended; Second by Council Member Lomas. Approved (3/0).*

## BOARDS & COMMITTEES

### **4400 South Orange Avenue – Discovery Church Commercial Site Plan**

Council President Dowless asked for someone to inform anyone waiting outside City Hall that the Discovery Church plan was to be heard. Deputy City Clerk Riffle called Attorney Alex Mestagh, legal counsel for Deeper Fellowship so that he could make any needed comments on behalf of the contracted buyer of the property.

Planner Hardgrove came to the podium and introduced Discovery Church's request to amend the site plan for Discovery Church that City Council approved in 2002. The intent of the site plan amendment is to eliminate a nonconforming parking which is having parking located across an arterial road as well as to correct a noncompliance issue with too many seats in the sanctuary. The 2002 site plan specifically limits seats to 650 and at present there are 750 seats.

Planner Hardgrove explained that the parking formula is based on the 2002 site plan; 173 spaces were required for the 650 seats. The current parking formula would require 257 parking spaces. They are allowed to use the 2002 formula as long as they don't exceed 650 spaces.

To get all parking onsite, Discovery Church proposes to restripe, reconfigure, and add parallel parking spaces to the parking lot. They will remove existing accessory buildings and equipment to allow vehicular traffic to the west side of the property and add spaces. Landscaping requirements will be met and the consultants are eager to meet the requirements. Planning and Zoning approved this plan unanimously and both CPH and City Planner recommend approval.

In the future, if they add any seats, they must come back to Council for site plan amendment. At that time, the current parking code requirements will be applied.

In response to Council Member Lomas, Planner Hardgrove said that the 650 seats are just for the sanctuary.

In response to Council Member Pierce, Planner Hardgrove said that it will be a code enforcement issue to present the number from moving back up beyond 650 seats. Attorney Smith added that it will be treated the same as a restaurant.

City Planner Hargrove asked Attorney Mestdagh for Deeper Fellowship's current membership or the average attendance. After researching, Attorney Mestdagh said that membership is at 850 members and average attendance is at approximately 400 people. There are two services on Sundays.

Council Member Lomas stated her concern about potential uprooting of the parking lot and City Planner Hardgrove said that the landscape architect approved these trees due to their proximity to the stormwater pond. She added that most oaks are located on the other side.

In response to Council Member Pierce, Attorney Smith said the City cannot force the church to terminate their parking lot agreement. The City monitors that they are provided the required parking spaces.

Attorney Mestdagh said that Deeper Fellowship cannot use the parking spaces without the current owner's approval across the street. It is not their intention to use that parking. Attorney Mestdagh said that it will be terminated ahead of the closing

Deputy City Clerk Riffle read Council Member Rader's questions regarding the proposal, which were answered by City Planner Hardgrove. Council Member Rader's questions have been entered into the agenda record.

Engineer Gentry, with KCG Engineering, came to the podium and thanked staff for all of their efforts and guidance. He said that he is available to answer any questions.

**PUBLIC COMMENT**

**Bobby Lance** – business property owner in Edgewood, said that he was highly in favor of approving Discovery Church’s plan.

There were no other comments or discussion amongst City Council.

*Council Member Pierce made the Motion to approve the amended commercial site plan as presented; Second by Council Member Lomas. Approved (3/0).*

The Motion passed in the following roll call vote:

Council President Pro-Tem Pierce	Approve
Council Member Lomas	Approve
Council President Horn	Approve
Council Member Chotas	Absent
Council Member Rader	Absent

**PROPOSED ORDINANCES**

**ORDINANCE 2020-02** - AN ORDINANCE THE OF THE CITY OF EDGEWOOD, FLORIDA, EXTENDING THE CITY’S APPROVAL OF THE INCLUSION OF A PORTION OF THE CITY OF EDGEWOOD WITHIN THE LAKE MARY (JESS) MUNICIPAL SERVICE TAXING UNIT (“LAKE MARY (JESS) MSTU”); EXTENDING THE CITY’S CONSENT TO THE INCLUSION OF A PORTION OF THE CITY OF EDGEWOOD WITHIN THE BOUNDARIES OF THE LAKE MARY (JESS) MSTU; ACKNOWLEDGING AND CONSENTING TO THE IMPOSITION OF AD VALOREM TAXES UPON PROPERTY WITHIN THE LAKE MARY (JESS) MSTU; PROVIDING FOR CONTINUING CONSENT FOR A TERM OF YEARS FROM THE CITY PURSUANT TO SECTION 125.01(1)(q), FLORIDA STATUTES, FOR PROPERTIES WITHIN THE LAKE MARY (JESS) MSTU TO BE INCLUDED IN THE MSTU, INCLUDING ANY LANDS IN THE MSTU ANNEXED INTO THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SUNSET; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Smith read the ordinance in title only. The existing agreement with the MSTU is expiring. The only change is the effective date of term. On the recommendation of Orange County, it has been modified from sunsetting it in five years it would automatically renew, but either party can opt-out. Getting rid of the MSTU would not change the taxation of properties.

There was no discussion.

There was no public comment.

***Council Member Pierce made the Motion to approve Ordinance 2020-02 as stated; Second by Council Member Lomas. Approved (3/0).***

The Motion passed in the following roll call vote:

Council President Horn	Approve
Council Member Lomas	Approve
Council President Pro-Tem Pierce	Approve
Council Member Chotas	Absent
Council Member Rader	Absent

**PUBLIC HEARINGS**

None.

**UNFINISHED BUSINESS**

Debris Monitoring Review Committee - Council Member Ben Pierce

Council Member Pierce referred to City Clerk Meeks' memo. There were two bidders that were very similar in quality. The Debris Monitoring Committee's recommendation is to accept CMTS as their cost schedule was less than the other bidder while qualifications were similar. The Committee recommends to approve CMTS and to get a secondary provider in case they elect not to accept. Attorney Smith added also if CMTS is needed elsewhere and is not available.

As there was no public comment or further discussion, Council President Horn made a motion.

***Council President Horn moved that the recommendation of CMTS, LLC be approved as the City's debris monitoring service and Disaster Program and Operations, Inc. as the secondary provider, and authorize the Mayor to sign the contract prepared by City Council; Second by Council Member Horn. Approved (3/0).***

The Motion passed in the following roll call vote:

Council Member Lomas	Approve
Council President Horn	Approve
Council President Pro-Tem Pierce	Approve
Council Member Chotas	Absent
Council Member Rader	Absent

**NEW BUSINESS**

- **Setting Tentative Millage Rate**

A report was provided by City Clerk Meeks regarding the tentative millage rate. Council Member Pierce said that he was surprised at the assessed value. Mayor Dowless said that property values from last year to this year went up approximately \$30M for taxable value in Edgewood. Some properties have sold and are set at a new value, which may be part of the reason. City Clerk Meeks noted that the current millage rate is 5.25. The tentative millage rate is the high mark then can decide where to land while Council is in the budget process. Mayor Dowless does not think that the mood is to increase millage, especially as it was raised last year, but it may be better to err on the side of a higher tentative millage rate to allow some leeway.

Mayor Dowless added that he is asking for funds for capital improvement but it is up to Council to decide. The budget is not complete and the fire and rescue contract with Orange County is higher

In response to Council Member Lomas, Mayor Dowless said we are setting the maximum rate – it can be decreased but not increased. Also, the budget is set on 95% of revenue, not 100%.

Council Member Pierce said that he is inclined to have some latitude, until Council actually sees budget and he is inclined to set tentative millage at 5.35.

Council President Horn said that his goal is to get the 5.25 down to 5 or 4.95. Mayor Dowless said that would be nice but in terms of the demands on the City, it will be tough.

**Public Comment**

Mike Hendrix – Edgewood resident said that many people going through a hard time. Need to look at the budget and get there somehow. It would be difficult to explain to residents that city is not tightening their belts.

President Horn responded that at the same time, the city has obligations

*Council Member Pierce moved to set the City’s millage rate at 5.35% and direct the City Clerk to complete the DR-420, the DR-420MMP to Orange County Property Appraiser’s Office; Second by Council President Horn. Passed (3/0).*

The Motion passed in the following roll call vote.

Council President Pro-Tem Pierce	Approve
Council President Horn	Approve
Council Member Lomas	Approve
Council Member Chotas	Absent
Council Member Rader	Absent

City Attorney Smith said that City Clerk Meeks will have a memo that includes hearing dates Discussed workshop dates July 29, 2020 at 9:00 am, September 9, 2020 at 6:30 pm Special Council Meeting, and at the regular City Council meeting September 15, 2020 at 6:00 pm.

- **2020/2021 Neighborhood Grant Application – Legacy Oaks**

Mayor Dowless referred to City Clerk Meeks memo and he recommended that this be brought before City Council for consideration as he lives in the Legacy Oaks subdivision. His recommendation is for approval. The gated communities that are responsible for their own roads and infrastructure and this is something the City can do.

Council Member Lomas said that she approves and she is sorry that all the plants died.

Edgewood Resident Hendrix said that witch’s broom just spreads and the landscape company did not catch it in time.

*Council President Horn made a motion to approve the neighborhood grant application for Legacy Oaks subdivision with a 50% match not to exceed \$4,612.20 and to submit a proof of payments for installation of improvements for the 2019/2020 fiscal year; Second by Council Member Lomas. Passed (3/0).*

A roll call vote was taken.

Council President Horn Pro-Tem Pierce	Approve
Council President Pro-Tem Pierce	Approve
Council Member Lomas	Approve
Council Member Chotas	Absent
Council Member Rader	Absent

- **First Extension to Interlocal Agreement Between Orange County and Edgewood RE: Permitting Services – City Attorney Drew Smith**

Council President Horn said that he recently has had projects in Belle Isle and they use a third party for permitting and do not have to bring it in house. He said that working with Orange County building is difficult.

Mayor Dowless said that it is worth an investigation.

City Attorney Smith said that building departments are operating at a break even.

Council President Horn said that the benefit would be the speed of the process. Orange County is mostly electronic and pretty quick with residential permitting. In his two cases in Belle Isle, Universal was a little slower; however, with Covid-19 related projects workload went up dramatically.

City Attorney Smith said that there can be a blended system and have Orange County as a backup.

In response to Council Member Lomas, Attorney Smith said that Maitland is an example with an internal department and the use of vendors.

There was no public comment.

*Council Member Lomas made a motion to approve the first extension of the interlocal agreement with Orange County and Building and Safety Division as presented and to authorize the Mayor to execute the agreement; 2<sup>nd</sup> by Council President Horn. Passed (3/0).*

A roll call vote was taken.

Council President Pro-Tem Pierce	Approve
Council Member Lomas	Approve
Council President Horn	Approve
Council Member Chotas	Absent
Council Member Rader	Absent

#### CITIZEN COMMENTS

None.

#### STAFF REPORTS

##### **City Attorney:**

City Attorney Smith said that the City just had their first meeting with the bargaining unit for the Police Department; there will be one or two more meetings and then it will go to City Council for approval.

##### **Chief Freeburg:**

Chief Freeburg said that he received notification of a 3<sup>rd</sup> grant this year. In the last three weeks there were almost \$60,000 in grants for the year. The Police Department has approved grants for a new car, phone system and lights.

##### **City Clerk:**

No report.

## MAYOR & COUNCIL REPORTS

### **Mayor Dowless:**

- Mayor Dowless appointed Shay Harold to the solid waste RFP and John Sharpe to the audit services committee.
- City Hall has a new logo on the wall in Council Chamber and in the front office wall.

### **Council Member Pierce:**

No report.

### **Council Member Lomas:**

Council Member Lomas said she had questioned the road and street report and is not aware if any more information has come in. Mayor Dowless said that the information on sidewalks was in the report but CPH had to point it out. Council Member Lomas said she would review once she receives the information. Council President Horn said there needs to be a priority list and Mayor Dowless agreed.

Council Member Pierce mentioned that the city sign facing south does not look good. Mayor Dowless added that he would like to phase in the new signage that Mayor Bagshaw had begun to put in. He also agreed that repairs are needed and that the maintenance crew has made note of those.

Mayor Dowless said that with new paving coming in on Orange and Hansel Avenues, he has requested design for cross walks from DOT. He prefers the paver look and does not know yet if DOT will grant the request.

Council Member Lomas asked Chief Freeburg about the recent HOA meeting with Stratemeyer Drive. He said that it went very well and everything was resolved. There have been no new calls at the Police Department regarding the parking signage.

### **Council President Horn:**

No report

### **Council Member Pierce:**

No report.

### **Council Member Lomas:**

No report.

No further business.

**ADJOURNMENT**

*Having no further business, the City Council meeting adjourned at 7:30 pm on the motion of Council President Horn.*

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Richard A. Horn  
Council President

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



**CITY COUNCIL MEETING MINUTES**  
**Wednesday, July 29, 2020 – Budget Workshop**

**CALL TO ORDER & ROLL CALL**

Council President Horn called the July 29, 2020 City Council budget workshop to order.

The following attendance is noted:

**Council Attendees**

John Dowless, Mayor  
Richard Alan Horn, Council President  
Susan Lomas Council Member  
Ben Pierce, Council Member  
Chris Rader, Council Member

**Absent**

Council Member Lee Chotas

**Staff**

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

**DISCUSSION HIGHLIGHTS (Provided in order of discussion)**

- City Clerk Meeks directed the Mayor and Council Members to documents placed at their dais seat. She pointed out that they were provided with: (1) A copy of an email from Tammy Campbell from McDermit-Davis, (2) An estimate for replacement and/or cleaning signage from “itsyoursign”, (3) A copy of the tree inventory done by Steve Ogden, Central Florida Arborcare and (4) A copy of the Roads & Street Inventory. City Clerk Meeks told Council that this is information they may want to refer to during the budget discussions.
- Council Member Rader pointed out that beginning on column 154, the variance column was not correct. City Clerk Meeks said she would get this corrected.
- City Clerk Meeks said that she prepared the budget based on 5.25 mills because it was Council’s goal to not increase the millage rate. She confirmed that the approved tentative millage rate was 5.35 mills.
- Mayor Dowless said that updating the City’s Capital Improvement Plan and complete the Collective Bargaining Agreement with the Officers is important to the City’s budget. In response to the Mayor, Chief Freeburg explained the Union’s request for a 6-4-4 pay scale increase. He explained that the City Attorney said 4-3-3 with an option to re-open annually. The Mayor said he is concerned about next year’s budget. Chief Freeburg said if you take out salaries, his department’s increase was seven-thousand dollars (\$7000). In response to Council Member

At the close of the workshop, City Clerk Meeks summarized the directions of Council as follows:

- Per Council Direction, correct the “Variance” column beginning with line 154.
- Per Council direction provide the amounts of the State Revenues: Municipal Revenue Sharing-Communications Service Tax-Half-Cent Sales.
- (Revenue) Per Council direction, increased Land Use Fees from \$20,000 to \$30,000.
- (Revenue) Per Council direction, decreased Red Light Citation from \$555,000 to \$547,000.
- (Expenditure) Per Council direction align City Hall staff payroll increase with the Police Department’s payroll increase. Make adjustments to payroll taxes and FRS to align with payroll increase.
- (Expenditure) Per Council direction correct description of candidates by removing Mayor as candidate in the 20/21 municipal election (housekeeping item).
- (Expenditure) Per Council direction, decrease Code Enforcement Magistrate from \$4500 to \$3000.
- (Expenditure) Per Council direction, decrease Red Light Hearing Officer from \$5000 to \$2000.
- (Expenditure) Per Council direction, decrease Solid Waste Cost (Residential) from \$257,512 to \$216,000.
- (Expenditure) Per Council direction, decrease Red Light Citations from \$450,000 to \$410,000.
- (Expenditure) Per council direction, recalculate the Police Department and City Hall health and life insurance in accordance with the rate FMIT provides.
- Request that Tammy at McDirmit-Davis provide a year-end estimate of net revenues and expenses.

### ADJOURNMENT

The City Council budget workshop adjourn at 11:14 a.m.

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Richard A. Horn  
Council President

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

*Approved on*

\*Workshop was recorded/recording stopped in the early part of the meeting and was restarted.



**AUGUST 5, 2020  
CITY COUNCIL BUDGET WORKSHOP – 6:30 PM**

**CALL TO ORDER & ROLL CALL**

Council President Horn called the August 5, 2020 City Council budget workshop to order at 6:30 p.m.

The following attendance is noted:

**Council Attendees**

John Dowless, Mayor  
Richard Alan Horn, Council President  
Susan Lomas Council Member  
Chris Rader, Council Member

**Absent**

Council Member Lee Chotas  
Ben Pierce, Council Member

**Staff**

Bea L. Meeks, City Clerk  
Sandy Riffle, Deputy City Clerk  
John Freeburg, Police Chief  
Shannon Patterson, PD Manager

**DISCUSSION HIGHLIGHTS (Provided in order of discussion)**

- Council President Horn presented his proposed changes for Council consideration on the TV screens. He showed the difference in 4.95 and the current millage of 5.25, and pointed out his proposed changes were highlighted. The difference in ad valorem was \$104, 329.
- In response to Council President Horn, Chief Freeburg explained the expense related to the City's Agreement with Orange County Dispatch.
- In response to Council President Horn, City Clerk Meeks explained the difference in the stormwater expenditure shown in the General Fund, and the stormwater expenditure shown in Roads & Streets. The stormwater line item in the General Fund is contractual, and the stormwater line item in Roads & Streets is related to infrastructure (stormceptors, drains, flume on Mary Jess, etc.).
- Mayor Dowless noted the lag time for red light citation revenues. Chief Freeburg explained the lag time. Mayor Dowless shared his concerns about the proposed red light citation revenues presented by Council President Horn. Council President Horn said that 72% of revenue goes out as an expense.
- Council Member Rader said he was concerned with reducing the millage and then turn around and make an increase.
- Mayor Dowless said he wants most of the red light revenue to go towards infrastructure, and the City get back on track with their Capital Improvement Plan (CIP).

- *It was agreed to have the red light citation revenue at \$600,000 and the expenditure at \$432,000.*
- Deputy City Clerk Riffle explained the different social media the City uses and how she can use them for the distribution of the newsletter. She said she will include a request in the newsletter getting ready to go out, that will allow residents and businesses to receive their newsletter by email. The goal is to minimize the printing and mailing costs associated with the newsletter.
- City Clerk Meeks reminded Council that there will be a change in the non-ad valorem assessment based on the bids. The adjustment will be made accordingly and should not negatively impact the budget.

*Council Member Rader said there are a lot of unknowns and his preference is to leave the millage rate at 5.25 mills; Council President Horn said he is okay with the 5.25.*

At the close of the meeting, Chief Freeburg announced that he and Shannon are working on a submittal to the County for reimbursement of costs related to COVID. He said the request is being made through the CARES Act.

City Clerk Meeks announced that Solid Waste proposals are available for their review and that the selection of a contractor will be on the August City Council agenda.

#### ADJOURNMENT

Having no further discussion, the City Council budget workshop adjourned at 7:40 p.m.

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Richard A. Horn  
Council President

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

*Approved on*

**ORDINANCE 2020-03**

**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, 2020, TO SEPTEMBER 30, 2023; 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, 2020, to September 30, 2023.

**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 \_\_\_\_\_, 2020.

**SECOND READING** and adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2020..

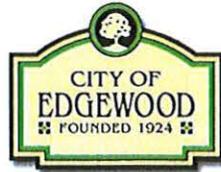
\_\_\_\_\_  
Richard Alan Horn, Council President

ATTEST:

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

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN



THE CITY OF EDGEWOOD

AND THE



CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

AND THE



OFFICERS AND SERGEANTS OF THE EDGEWOOD POLICE  
DEPARTMENT

OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

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## **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, or any other statutory prohibitive discrimination practice or activity.
- 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.
- 2.3 The parties recognize the City has established internal procedures to investigate and resolve alleged cases of discrimination, consistent with standards and procedures established by local, state and federal law. Accordingly, the parties agree alleged cases of discrimination shall be processed through the City's internal procedures and shall not be subject to the grievance and arbitration procedures of this Agreement.

**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 legal 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;
  - E. Have the unilateral authority to require employees to submit to alcohol or drug screening, as part of an otherwise regularly required physical examination, or based upon reasonable suspicion of alcohol/drug use;
  - F. Have the unilateral authority to establish and change work schedules, to transfer employees, to lay off employees, and to temporarily or permanently reduce the work force.
- 3.3 If the Mayor determines, in his sole discretion, that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or other emergency conditions, the provisions of this Agreement may be suspended by the Employer for the

duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended.

**ARTICLE 4**  
**EMPLOYEE DISCIPLINARY PROCEDURES**

- 4.1 A copy of the department Standard Operating Procedures and General Orders will be made available electronically online via the City Intranet, e-mail or a similar type program. Officers shall acknowledge receipt of any and all updates and shall be responsible thereafter for maintaining updates. The PBA shall be provided a copy of all policies that affect the unit members and, in addition, if feasible the PBA shall be furnished any proposed changes, additions, or deletions to the policies that impact wages, hours, and other terms and conditions of unit members' employment. The notification(s) shall give the PBA the opportunity to comment on the changes and, in its opinion, notify the City that the proposed changes have an impact on wages, hours, and other terms and conditions of employment. Any such notification by the PBA shall require the parties to meet to resolve any issues pursuant to FSS 447.
- 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 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 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) hours, 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 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 establish 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.

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 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 nor 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.

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, 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.
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.

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 and culminating in Article 25 - Arbitration.

**ARTICLE 5**  
**SAFETY AND HEALTH**

- 5.1 The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The City shall provide a safe working environment.
- 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 to the public, or both, he shall immediately place the vehicle or piece of equipment out of service 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 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, or 20 rounds per box for AR-15 ammunition per quarter for firearms practice on an employee's own time.

5.6 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 All bargaining unit members must reside within a thirty mile radius of City limits.

Members 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.
  - 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 member 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.
- 8.5 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 his 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.
- 8.6 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 \$20.60 hourly (\$45,000 annually) to a maximum of \$36.63 hourly (\$80,000 annually). The position of Police Sergeant (promotion after October 1, 2020), shall have a minimum salary of \$27.47 hourly (\$60,000 annually to a maximum of \$38.92 hourly (\$85,000 annually). Members promoted to the rank of Police Sergeant shall have their salary increased in accordance with Section 22.6.
- 9.2 Effective October 1, 2020, all bargaining unit members shall receive a general wage increase (GWI) of four percent (4%) to their base salary.
- 9.3 Effective October 1, 2021, all bargaining unit members shall receive a GWI of three percent (3%) to their base salary. Either party to this Agreement may request to reopen this subsection by submitting a written request by April 1 prior to the budget year in which the GWI will be applied.
- 9.4 Effective October 1, 2022, all bargaining unit members shall receive a GWI of three percent (3%) to their base salary. Either party to this Agreement may request to reopen this subsection by submitting a written request by April 1 prior to the budget year in which the GWI will be applied.
- Should any bargaining unit member's salary, as a result of the general wage increases (GWI) stipulated in the Article, 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 than their hourly rate of pay for each hour worked after an accumulative eighty-four (84) 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:
2 to less than 3 years	\$200.00
3 years to less than 5 years	\$400.00
5 years to less than 7 years	\$800.00
7 years to less than 9 years	\$1000.00
9 years to less than 11 years	\$1200.00
11 years to less than 13 years	\$1400.00
13 years to less than 15 years	\$1600.00
15 years to less than 17 years	\$1800.00
17 years to less than 19 years	\$2000.00
19 years to less than 21 years	\$2200.00
21 years to less than 23 years	\$2400.00
23 years to less than 25 years	\$2600.00
More than 25 years	\$3000.00

9.7 Members may receive specialty pay for additional responsibilities that are assigned. This shall include Field Training Officer, Crisis Intervention Officer, Accreditation Manager, Certified Training Officer, and any other unit the Chief deems specialized. Members shall receive \$100 per year for each specialty up to \$300 per year. The officer must be in good standing and meet all requirements set forth in the Policy and Procedures.

9.8 Supervisors and CID may, at the discretion of the Chief, be scheduled to work 80 hours per pay period. Those assigned these positions shall be paid 84 hours per pay period due

to administrative responsibilities that are part of their positions. These hours are not considered stand-by or on-call but the hours are for administrative purposes only and shall not be considered toward over-time calculations.

9.9 Shift Differential – Unit members who are scheduled on the Midnight Shift (1800 hours to 0600 hours) shall be compensated an additional \$.50 per hour.

9.10 Educational Incentive Pay

Educational incentive monies are paid to bargaining unit members who have obtained a bachelor's degree, associate degree or equivalent from a college or university recognized by FDLE. Training incentive monies are also paid to all full-time bargaining unit members who complete Commission-approved training units. Commission-approved training units include advanced and career development courses, as well as special programs which have received Commission approval. Educational incentives shall be capped at \$130.00 per member.

**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.

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 members' 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 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. In the first pay period in September of each year, the City shall pay to bargaining unit members the value of all accrued compensatory time in excess of forty (40) hours.

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

12.4 An employee ordered to attend any previously scheduled meeting that occurs outside of regular working hours shall be compensated for actual hours worked. However, the employee shall receive a minimum equivalent to two (2) hours of straight pay or straight compensatory time at the 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 third anniversary:	5 hours per pay period
Over three (3) 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

In addition to the above, members with over ten years of consecutive service within the department shall receive an additional personal leave day which shall accrue on October 1 of each year.

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, 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 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. The City shall provide members up to two (2) weeks paid leave for an injury received on duty that prevents the members from performing their job functions. Said compensation shall only be provided to the extent such injury is not otherwise covered by Workers' Compensation insurance. 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.
- 18.6 Group Insurance: participation by retired employees -- pursuant to FSS. 112.0801 (1) (2) Unit members who have retired from the City, and the unit member's eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active employees at a premium cost of no more than the premium cost applicable to active employees. The retiree shall have the option of continuing to participate in the group insurance plan.

**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 members in the amount of 75% of the cost of tuition, books, and fees with three (3) or more years of service. Members must be in good standing and attending college courses that are relevant to their position in an accredited degree seeking program as approved by the Chief. The course must be completed with a final passing grade of a "B" or better. Payments shall be subject to available budgeted funding and a maximum of \$2500.00 per member will be reimbursed; provided, however, if there are additional budgeted funds available in the last month of the fiscal year, such additional funds may be used by the City to reimburse members' expenses incurred beyond \$2,500.00.

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:
- i. 1 – Protective Ballistic Vest (Bargaining unit members’ choice of level 2A, 2, or 3A).  
All protective Ballistic Vests will included two vest carriers and one (1) Paraclete trauma plates (front) rated to stop 7.62 rifle ammo – Replaced every Five (5) Years
  - ii. 1 – Agency Approved Firearm w/three magazines (Glock 21) - Replaced as needed
  - iii. 1 - Duty Holster - Light Bearing (Level 3 Retention) - Replaced as needed
  - iv. 1 – AR15 (mil-spec) with carrying case - Replaced as needed
  - v. 1 – Agency Approved Taser (Axon - ECW) - Replaced as needed
  - vi. 2 – Taser Cartridges (Axon) – Replaced as needed
  - vii. 1 - Agency Approved Body Camera (Axon) - Replaced as needed
  - viii. 1 – MDS Computer and Charger - Replaced as needed
  - ix. 5 – Duty Pants – Replaced yearly
  - x. 5 – Duty Short Sleeve Shirts – Replaced Yearly
  - xi. 2 – Duty Long Sleeve Shirts - Replaced Yearly
  - xii. 1 – Tie for class A uniforms – Replaced as needed
  - xiii. 2 – BDU Pants - Replaced as needed
  - xiv. 2 – Polo Short Sleeve Shirts with “Police” on both sleeves, badge and officer’s name on the front. Replaced Yearly
  - xv. 1 - Duty Gun Belt -- Replaced as needed
  - xvi. 1 – Duty Under Belt - Replaced as needed
  - xvii. 5 – Duty Belt Keepers – Released as needed
  - xviii. 1 - Magazine Poach -- Replaced as needed

- xix. 1 – AR-15 Magazine Holder (For Duty Belt) – Released as needed
- xx. 1 – Glove pouch - Replaced as needed
- xxi. 1 – Chemical Agent Spray w/holder - Replaced as needed
- xxii. 1 – Handheld Police Radio & charger w/holder - Replaced as needed
- xxiii. 1 – 26 inch ASP baton w/holder - Replaced as needed
- xxiv. 1 -- Flashlight & charger w/holder - Replaced as needed
- xxv. 1 – Flashlight Cone - Replaced as needed
- xxvi. 1 – Tourniquet w/holder - Replaced as needed
- xxvii. 1 – Pair of Handcuffs w/pouch (Smith & Wesson, ASP, or Peerless) - Replaced as needed
- xxviii. 1 – RIPP Restraint – Replaced as needed
- xxix. 1 – Raincoat – Officer’s choice on length (long or short) – Replaced as needed
- xxx. 1 – Jacket (Winter) – Replaced as needed
- xxxi. 1 – Jacket (windbreaker) – Replaced as needed
- xxxii. 1 – Baseball Cap (Edgewood Police) – Replaced yearly
- xxxiii. 1 – Osha Approved Traffic Safety Vest – Replaced as needed
- xxxiv. 1 – Police Wallet – Replaced Yearly
- xxxv. 2 – Police badges (uniform and wallet) – Replaced as needed
- xxxvi. 2 – Police Identification Cards - Replaced as needed
- xxxvii. 2 – Narcan with Holder
- xxxviii. 1 – SIMS Training Gear (face, Throat, and Groin Protector) - Replaced as needed

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 On the first pay period of October of each year members of the bargaining unit shall be paid an annual clothing allowance of eight hundred ten dollars (\$810.00) for the cost of cleaning uniforms and purchasing footwear. The clothing allowance shall be prorated for members hired after the first pay period of October in any year and the clothing allowance shall be paid during such members' first pay period in employment. Honor Guard members shall be reimbursed for all costs of cleaning and maintenance of uniforms and equipment.

**ARTICLE 22**  
**PROMOTIONS**

- 22.1 The purpose of this article is to establish a fair and impartial procedure to select qualified individuals for promotions.
- 22.2 The Department will administer a job-related examination for the rank of 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 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 2 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.

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, the promotion to probationary sergeant shall then become effective. Upon promotion, the unit member shall receive a ten percent (10%) 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) 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) 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), Union 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 the grievance 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. The first strike shall alternate between the Union and the City The parties agree to an Expedited Arbitration Procedure in every case unless one, or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the FMCS Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript
- 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. The arbitrator shall have the exclusive authority to decide the arbitrability of issue(s) presented in the grievance.
- 25.4 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Employer, less any unemployment compensation received by the employee and interim earnings for those days the employee would have otherwise been scheduled to perform duties for the Employer.
- 25.5 The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved.

**ARTICLE 26**  
**PHYSICAL EXAMINATION AND WORKERS COMPENSATION BENEFITS**

- 26.1 If the City finds it necessary to refer an on-the-job injury to an outside physician, the injured employee will have the discretion of choosing said physician to the extent as the same meets with the approval of the City's workers compensation carrier, providing all reports and changes of the physician comply with workers' compensation law. No employee shall be coerced by the Employer or his representative in the selection of a physician.
- 26.2 The City and the Union agree to an employee drug screening program. The method and procedure for the drug screening shall be as encompassed in the Edgewood Police Department's General Orders. The cost of such tests shall be borne by the City.
- 26.3 No smoking or use of tobacco products will be permitted in the Edgewood Police Department building, or any other interior Edgewood Police Department work area or Department vehicle.
- 26.4 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-pays 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. The City will NOT be privy to any test results nor will the physical, hearing, 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.
- 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, nor FSS 447. 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, 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	New Year's Day
Martin Luther King Birthday	Employee's Birthday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Christmas Eve

Floating Holiday, Members shall receive one (1) Floating Holiday.

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 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. Pre-scheduled use of paid time off that falls on a holiday shall not be charged against the member's accrued paid time off.

34.5 An employee intending to take the Floating Holiday must notify the Chief of Police or designee at least five (5) work days in advance. The Floating 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) Floating Holiday each fiscal year. A Floating 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 seven (7) work days off without loss of regular pay to arrange and/or attend funeral services or related matters.

The seven (7) 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 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**

**(Left Intentionally Blank)**

**ARTICLE 37**  
**EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**

37.1 – Representation

- (A) The PBA shall select no more than one (1) bargaining unit member who shall be authorized to act as PBA Representatives. Said representative shall act as a liaison between the City and PBA but have no authority to bind the PBA. No more than one (1) PBA Representative shall appear with a bargaining unit employee during a grievance meeting at any one time.
- (B) The PBA shall select Representatives, who may be employed by the PBA or PBA dues-paying bargaining unit members. PBA Representatives may represent bargaining unit members in grievances, inquiries, internal affairs investigations, and Discipline Dispute Resolution meetings. No more than one (1) PBA Representative shall appear with a bargaining unit employee during a grievance meeting, inquiry, internal affairs investigation, or Discipline Dispute Resolution meeting.
- (C) The PBA shall annually furnish to the City with a list of the PBA Representatives, attorneys, and board members. The PBA shall update the lists when changes occur. The City may exclude individuals who do not appear on the lists furnished to the City.
- (D) The City will allow the PBA a minimum of one-half (1/2) hour and no more than one (1) hour, to meet with new employees, provided attendance is voluntary, at a time pre-determined by the City during the Field Training and Evaluation Program (FTEP) or the initial employee orientation. The City may decide to change or eliminate this access provided advanced notification is given to the PBA and, upon a proper request, bargain over the proposed change pursuant to F.S. Chapter 447 and the impasse procedure contained therein. The City reserves the ultimate discretion to adjust the PBA's access between one-half (1/2) hour and one (1) hour and such adjustments will not be subject to further bargaining or impasse procedures.

37.2 – Representative Access

- (A) The City agrees that designated PBA Representatives shall have reasonable access to public areas of City facilities. Access to secure areas of City facilities shall be denied unless the PBA Representative requests permission from the Chief of Police, or his designee at least forty-eight (48) hours prior to the meeting. The Chief of Police may waive the forty-eight (48) hour notification period. Access to restricted areas for the purpose of meeting with a member of the bargaining unit shall not be unreasonably denied. Access shall be limited to the bargaining unit member's break, meal or approved leave time, absent extraordinary circumstances, and shall be restricted to grievance investigations, matters related to the application of this agreement, as well as disciplinary investigations.
- (B) For purposes of this section, a critical incident includes a traffic crash involving serious injury, the death or serious injury of a person which may have resulted from a bargaining unit member's actions, the discharge of a weapon by a bargaining unit member, or other serious incident.
- When a bargaining unit member is involved in a critical incident and requests the assistance of the PBA, the City will allow the member to contact an PBA Representative for assistance and representation; however, at any time the bargaining unit member shall provide public safety information and suspect descriptions. If a member fails to contact a PBA Representative after several attempts and a reasonable period of time, the member may request a supervisor's assistance with making contact with a PBA Representative.
- (C) Bargaining unit members, other than witnesses, involved in a critical incident, shall not be required to give an on-scene interview (other than providing public safety information and complete suspect descriptions), unless they voluntarily consent to do so.
- (D) Bargaining unit members, other than witnesses, involved in a critical incident, shall be allowed to have a PBA Representative or attorney present during a walkthrough of a critical incident scene when the walk through is authorized by the Chief of Police.

### 37.3 – Bulletin Boards

- (A) The City will continue to furnish wall space for the PBA’s existing glass-encased and locked bulletin boards. PBA remains responsible for purchasing and maintaining the bulletin boards which shall not exceed 36 x 48 inches. This provision is limited to permanent City facilities where bargaining unit members are assigned.
- (B) The use of PBA bulletin board space is limited to the following notices:
  - 1. Recreation and social affairs of the PBA,
  - 2. PBA meetings,
  - 3. Reports of PBA committees,
  - 4. PBA benefit programs,
  - 5. Current PBA Contract,
  - 6. Training and educational opportunities,
  - 7. Notice and announcement of internal elections, and
  - 8. Other materials pertaining to the welfare of PBA members, excluding election campaign materials of any type or kind.
- (C) PBA membership applications and return envelopes may be attached to each bulletin board.
- (D) The PBA shall not post any material reflecting adversely on the City, or any of its officers or employees. Additionally, the PBA shall not post any material violating or having the effect of violating any law, rule, or regulation. The City shall have the right to remove such material, at which time the PBA will be notified. Such removal shall be subject to the grievance procedure contained in this agreement up to and including Step 3.
- (E) Notices posted must be dated and bear the name of the PBA’s Authorized Representative.
- (F) The City may remove bulletin board privileges for repeat violations of these provisions. Removal of privileges shall be subject to the grievance procedure contained in this agreement.

#### 37.4 – Employee Use of Electronic Mail

To the extent permitted by the City and the Chief of Police, the PBA shall be allowed access and use of the City’s electronic mail system, pursuant to guidelines maintained by the Chief of Police and the City.

#### 37.5 – Employee Lists

- (A) Upon request of a designated PBA Representative, the City will provide the PBA with a list via electronic mail which includes the name, work address on file, job title, gross salary, job location, hourly rate, pay grade/step, and sworn date for each bargaining unit member.
- (B) A bargaining unit member shall be responsible for promptly notifying the PBA upon resignation, termination, retirement, transfer, promotion, or demotion out of the bargaining unit.

#### 37.6 – Negotiations

- (A) The PBA may designate bargaining unit members to serve on its Negotiation Committee (~~two elected members and In-house PBA Representative~~). Bargaining unit members serving on the Negotiation Committee who are not on their regularly-scheduled shifts during scheduled negotiation sessions shall not be paid by the City. Employee members of the Negotiation Committee who are on their regularly-scheduled shifts during scheduled negotiation sessions shall be paid for such time in actual negotiation sessions. A bargaining unit member shall not be compensated by the City for time spent preparing for negotiations. The In-house Representative for the PBA’s Negotiation Committee who are not on their regularly-scheduled shifts during the negotiations sessions shall be for compensated while attending all meetings and negotiations (two-hour minimum).
- (B) A bargaining unit member’s attendance at negotiation sessions shall not unduly hamper the operations of the work unit or negatively impact staffing levels necessary to meet minimum manpower standards.

**ARTICLE 38**  
**PERSONNEL RECORDS**

38.1 – Personnel File

- (A) All personnel records shall be maintained consistent with applicable law, and specifically Florida’s public records law set forth in Chapter 119, Florida Statutes. The City shall maintain an official Human Resources personnel file for each bargaining unit member which shall be stored at EPD Human Resources. This shall not preclude supervisors from maintaining working files on subordinates.
- (B) If any material is placed in a bargaining unit member’s official Human Resources personnel file, he may supplement the public record with a written response.
- (C) A bargaining unit member will have the right to review his official Human Resources personnel file, and applicable public records in a supervisor’s working file that are subject to disclosure under Florida law, at reasonable times specified by the Chief of Police or his designee under the supervision of the designated records custodian, to the extent permitted by law.
- (D) If the Chief of Police, or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines a document has been placed in the employee’s official Human Resources personnel file in error or is otherwise invalid, the document shall be stamped “NOT VALID,” placed in an envelope together with a letter of explanation, and maintained in the employee’s official Human Resources personnel file. The contents of the envelope will be disclosed pursuant to the requirements of Florida law.

38.2 – Privacy

Whenever a person not employed by the City asks to review an employee’s official Human Resources personnel file, Disciplinary file, or Internal Affairs file, the City will notify the employee, in writing, email or verbally, of the request and the name and affiliation of the person, if the person making the request voluntarily provides such information.

38.3 – Counseling Notes

The parties agree that a written counseling form does not constitute discipline and is not subject to the grievance procedure set forth in this agreement. Written counseling forms typically document performance issues and related remedial measures. Counseling forms shall be utilized and maintained consistent with agency policy and applicable law. Prior to issuing a counseling form, the issuing supervisor should meet and discuss the issues to be addressed in the counseling form with the bargaining unit member. Only the bargaining unit member may attach a rebuttal to the counseling form. A counseling form shall, at a bargaining unit member's request, be removed from the section level and/or supervisory file twelve (12) months after date of service, unless an additional counseling form or discipline is issued within twelve (12) months of the original counseling form. Under such circumstances, the counseling form shall be subject to removal in accordance with the time limits for the later counseling form or disciplinary action.

#### 38.4 – Verbal and Written Reprimands

If an employee is not disciplined for one (1) continuous year from the date the "Notice of Disciplinary Action" is served for a verbal or written reprimand, he may request that the verbal or written reprimand be removed from his personnel file. This request must be in writing and forwarded via chain of command to the Chief of Police. Any issue relating to whether a verbal and/or written reprimand was not properly removed from a bargaining unit employee's file, pursuant to the requirements of this article, shall be subject to the grievance procedure set forth in this agreement.

**ARTICLE 39**  
**ACTING RANKS**

39.1 – Working Temporarily in a Higher Classification

Any bargaining unit member who is directed by the Chief of Police to act in a higher promotional classification for a continuous period of eighty-four (84) hours or more shall receive an increase in base salary during the period of assignment which shall be retroactive to the initial date of the acting assignment. The bargaining unit member shall receive an increase of ten percent (10%) of the member's regular salary.

39.2 – Removal

Any bargaining unit member may be removed from an acting rank assignment in order to facilitate training opportunities for other bargaining unit members; however, a bargaining unit member shall not be removed from an acting rank assignment solely for the purpose of avoiding payment under this article.

39.3 – Limitations

Unless the Chief of Police decides otherwise for operational reasons, a bargaining unit member may be assigned to a permanent vacancy in a higher rank for no more than one hundred eighty (180) continuous days.

**ARTICLE 40**  
**LABOR MANAGEMENT COMMITTEE**

- 40.1 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.
- 40.2 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.

**ARTICLE 41**  
**DURATION**

- 41.1 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, 2023, 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.
- 41.2 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 Bagshaw Way 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.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Central Florida Police  
Benevolent Association, Inc.**

**City of Edgewood**

\_\_\_\_\_  
**Stephen A. Micciche  
Chief Negotiator  
Florida Police Benevolent Association**

\_\_\_\_\_  
**John Dowless  
Mayor  
City of Edgewood**

\_\_\_\_\_  
**Christopher Meade  
Officer First Class  
Representative C.F.P.B.A.**

\_\_\_\_\_  
**John T. Freeburg  
Chief of Police  
City of Edgewood**

\_\_\_\_\_  
**Ronald Beardslee  
Officer  
Bargaining Unit Member**

\_\_\_\_\_  
**Drew Smith  
Attorney  
City of Edgewood**

\_\_\_\_\_  
**Robert Brahm  
Officer  
Bargaining Unit Member**

\_\_\_\_\_  
**Ben Pierce  
City Councilmember  
City of Edgewood**

**ORDINANCE NO. 2020-02**

**AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, EXTENDING THE CITY'S APPROVAL OF THE INCLUSION OF A PORTION OF THE CITY OF EDGEWOOD WITHIN THE LAKE MARY (JESS) MUNICIPAL SERVICE TAXING UNIT ("LAKE MARY (JESS) MSTU"); EXTENDING THE CITY'S CONSENT TO THE INCLUSION OF A PORTION OF THE CITY OF EDGEWOOD WITHIN THE BOUNDARIES OF THE LAKE MARY (JESS) MSTU; ACKNOWLEDGING AND CONSENTING TO THE IMPOSITION OF AD VALOREM TAXES UPON PROPERTY WITHIN THE LAKE MARY (JESS) MSTU; PROVIDING FOR CONTINUING CONSENT FOR A TERM OF YEARS FROM THE CITY PURSUANT TO SECTION 125.01(1)(q), FLORIDA STATUTES, FOR PROPERTIES WITHIN THE LAKE MARY (JESS) MSTU TO BE INCLUDED IN THE MSTU, INCLUDING ANY LANDS IN THE MSTU ANNEXED INTO THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SUNSET; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service benefit unit of any part or all of the unincorporated areas within its boundaries, or within the municipal boundaries of an incorporated area upon consent of the governing body of such municipality, within which may be provided certain essential facilities and improvements; and

**WHEREAS**, Orange County on May 20, 1980, converted the Lake Mary (Jess) Special Taxing District to a municipal service taxing unit (MSTU) pursuant to the authority of the Florida constitution and pursuant to Section 125.01, Florida Statutes, which MSTU was intended to continue the taxing unit function originally established by creation of a special district by Orange County on September 24, 1974, for the purpose of general improvement and enhancement of Lake Mary (Jess); and

**WHEREAS**, the City on August 6, 2002 and July 20, 2010 consented to the inclusion of the areas shown on Exhibit "A" in the Lake Mary (Jess) MSTU for a period which expires on December 31, 2020; and

**WHEREAS**, it is the intent of the City of Edgewood to extend its consent to the inclusion of the property shown on Exhibit "A" in the Lake Mary (Jess) MSTU and that this Ordinance be interpreted to simplify the MSTU collection process for the general enhancement of Lake Mary (Jess); and

**WHEREAS**, the Edgewood City Council has determined that the extended inclusion of certain properties in the Lake Mary (Jess) MSTU is in the best interests of the owners of property to be located therein, including the owners of property within the corporate limits of the City.

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

**SECTION 1. CONSENT.** The City of Edgewood hereby extends its consent, pursuant to Section 125.01(1)(q), Florida Statutes, to the inclusion of the areas shown on Exhibit “A” which are now annexed into the jurisdictional boundaries of the City of Edgewood but which are properties originally included in boundaries of the Lake Mary (Jess) MSTU. Exhibit “A” is attached hereto and incorporated herein by reference into this Ordinance. The property described on Exhibit “A” was included in the Lake Mary (Jess) MSTU. As specifically authorized pursuant to Section 125.01(1)(q), Florida Statutes, the City further acknowledges and consents to the inclusion of the lands described on Exhibit “A” in the Lake Mary (Jess) MSTU and acknowledges said MSTU will impose taxes for the purpose of implementing water quality projects to benefit Lake Mary (Jess), which taxes will be assessed by the Orange County Property Appraiser and collected by the Orange County Tax Collector in accordance with State law and paid over to the County for the purposes established by the MSTU. The City hereby consents to the imposition of ad valorem taxes upon said taxable real and personal property located within the jurisdictional boundaries of the City of Edgewood and also located within the Lake Mary (Jess) MSTU, which shall not be in excess of 3 mills per annum, which millage constitutes a portion of the 10 mills otherwise available to the City for municipal purposes for the affected properties. This consent shall be effective for the period commencing on the effective date of this Ordinance.

**SECTION 2. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**SECTION 3. EFFECTIVE DATE AND TERM.** This Ordinance shall take effect upon its passage and shall continue for a period of five years from the date of passage. This Ordinance and the consent given therein shall automatically be renewed for subsequent five year periods unless the City Council shall adopt an ordinance prior to the expiration of any five year term withdrawing its consent.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of August, 2020, by the City Council of the City of Edgewood, Florida.

First Reading: \_\_\_\_\_

Second Reading/Public Hearing: \_\_\_\_\_

\_\_\_\_\_  
Richard A. Horn, Council President

ATTEST:

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

18 / 17



ORANGE COUNTY JURISDICTION

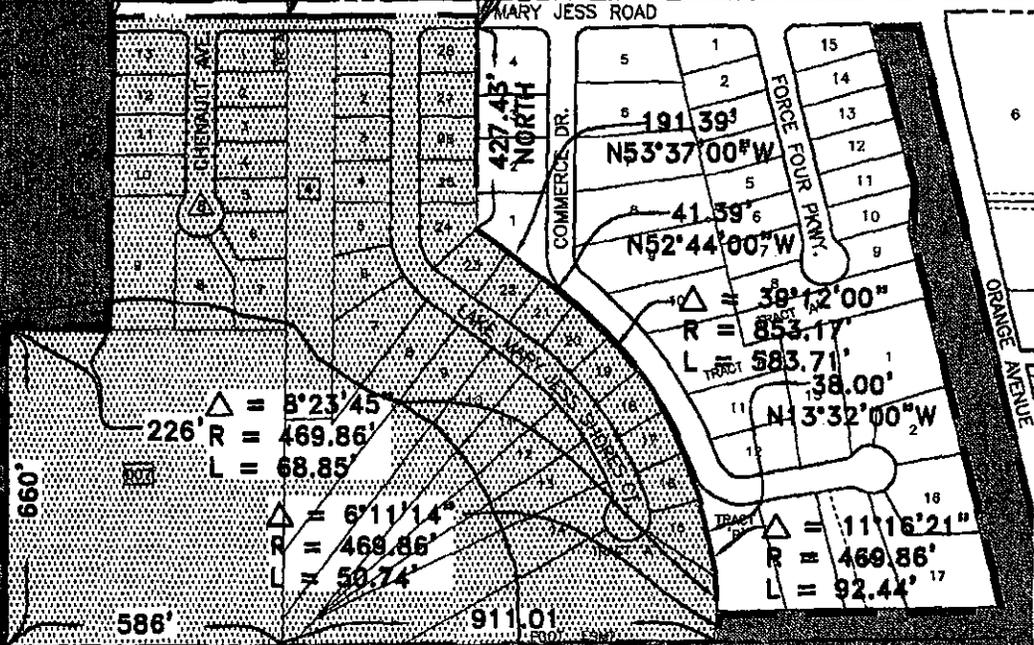
NW CORNER  
SECTION 24  
TOWNSHIP 23 SOUTH  
RANGE 29 EAST

POINT OF BEGINNING

30'

400.00'

MARY JESS ROAD



ACAD FILE: LK MARY MTSU



CITY OF EDGEWOOD  
LAKE MARY M.T.S.U.  
EXHIBIT A

SHEET 2 OF 2	
DATE:	5/20/02
JOB NO.	0327-00
CHECKED BY:	A.R.M.
DRAWN BY:	E.R.E.



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

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

**TO:** Mayor Dowless, Council President Horn, Council Members Chotas, Pierce, Rader and Lomas

**Cc:** Drew Smith, City Attorney

**DATE:** August 11, 2020

**RE:** RFP Review Committee

---

The bid opening was held for the solid waste proposals/bids on July 8, 2020. The four companies who attended the mandatory pre-bid conference on June 19, 2020 submitted bids. The companies who submitted are:

1. Waste Management
2. FCC Environmental Services FL, LLC
3. JJ's Waste & Recycling
4. Waste Pro of Florida, Inc.

The review committee members were Council President Horn, residents Shay Harold and Heath Spore and myself.

At the July 29, 2020 budget workshop, a copy of all the bids were available for your review. For your consideration, and as requested, you are being provided with the following:

1. A copy of each proposer's fee proposal information (TAB 2)
2. A copy of each review committee member's ranking sheet
3. A copy of the final calculation of each bid.

Additionally, I am providing you with the following:

1. Evaluation Criteria – Evaluation Criteria & Weighting – Scoring Methodology (Page 16 from RFP)
2. A copy of the illustration for the weighted score (Page 17 from RFP)

Lastly, you asked to see the notes that I referenced to you, that I created during my review of the four proposals. Keep in mind that my notes are based on information important to me and may not have been as important to the other committee members.

Council President Horn is prepared to answer any questions you have regarding the committee's review. Copies of each Proposal will be available at the meeting should you need for reference.



## TAB 2. FORM B – Fee Proposal

Request for Proposal  
 Residential & Commercial Solid Waste Collection Services  
 Bid No. BID 2020-01

FEE PROPOSAL – FORM B  
 Residential Solid Waste and Recyclable Material Collection Services  
 (Base Bid Tabulation Sheet)

Present Estimated Residential Parcels: 831

Description of Bid Item – Please bid comparable to current level of service

Residential Service Collection Components

- \*Twice a week solid waste collection, transportation and disposal  
 (not to exceed two 50 gallons/50 Lbs) (Current service provided on Monday & Thursday)
- \*Once per week recycling  
 (single stream with supplied 19 gallon bin/cart)
- \*Once a week Yard Trash (2 cubic yard limit)
- \*White goods, furniture, misc as a special charge pickup
- \*Bulk collection as a special charge pickup

Monthly Unit Cost		
Disposal	\$ 4.76	(Includes yard waste)
Collection	\$ 9.90 (*)	(Included yard waste)
Recyclable Collection	\$ 4.44	
Total Monthly Cost per Residential Unit	\$ 19.10	
<small>(*) This price includes the purchase and ASD of a 50 gallon garbage cart per unit. If the City wishes to keep the existing customer owned containers, the price will be reduced by \$0.96/unit/month. Which means a total monthly cost per residential unit of \$18.14.</small>		
(Alternative Bid - Billing)	1.00	\$
Total Monthly Cost per Residential Unit	\$ 20.10	
including residential billing		
White goods/furniture, etc. per item	\$15.00/item	\$
Bulk yard trash collection per yard	\$ 13.00/YD	

Any additional proposals and cost or savings for improving residential recycling :

if the City wishes to increase the containers size to a 50 gallon recycling cart, there will be an additional charge of \$0.82/unit/month



Request for Proposal  
 Residential & Commercial Solid Waste Collection Services  
 Bid No. BID 2020-01

Commercial Solid Waste Collection Services  
 (Base Bid Tabulation Sheet)  
 (6-year 8 months fixed rate for all commercial collection)

Solid Waste (small volume)

Number of Containers	Weekly Pick-ups	Monthly Charge
One	2	\$ 20.00
Two	2	\$ 27.00
Three	2	\$ 34.00
Four	2	\$ 41.00
Five	2	\$ 48.00

This base bid includes supply of 50 gallon cans by commercial customer.

Recycling Option for Commercial using 19 gallon bin/cart to be provided by customer.

Number of Containers	Weekly Pick-ups	Monthly Charge
One	1	\$ 10.00
Two	1	\$ 17.00
Three	1	\$ 24.00
Four	1	\$ 31.00
Five	1	\$ 38.00



Request for Proposal  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID 2020-01

Solid Waste (Front and Rear Load, Non-compacted Mechanically Loaded Container)

All commercial accounts below are bid on a per cubic yard basis. Commercial accounts may include multi-family residences services by mechanically emptied containers.

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Two (2) Yard	1	\$ 48.96
Two (2) Yard	2	\$ 97.91
Two (2) Yard	3	\$ 146.87
Two (2) Yard	4	\$ 195.82
Two (2) Yard	5	\$ 244.78
Two (2) Yard	6	\$ 293.73

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Four (4) Yard	1	\$ 97.91
Four (4) Yard	2	\$ 195.82
Four (4) Yard	3	\$ 293.73
Four (4) Yard	4	\$ 391.64
Four (4) Yard	5	\$ 489.55
Four (4) Yard	6	\$ 587.46

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Six (6) Yard	1	\$ 146.87
Six (6) Yard	2	\$ 293.73
Six (6) Yard	3	\$ 440.70
Six (6) Yard	4	\$ 587.46
Six (6) Yard	5	\$ 734.33
Six (6) Yard	6	\$ 881.19

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Eight (8) Yard	1	\$ 195.82
Eight (8) Yard	2	\$ 391.64
Eight (8) Yard	3	\$ 587.46
Eight (8) Yard	4	\$ 783.28
Eight (8) Yard	5	\$ 979.10
Eight (8) Yard	6	\$ 1,174.92



Request for Proposal  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID 2020-01

Additional charges that may apply to any or all commercial accounts should be listed below as unit pricing. (Locking/Unlocking, Special Handling)

1. Extra Dumpster Pickup On Route = \$45
2. Extra Dumpster Pickup Off Route = \$75
3. Three (3) Yard Dumpster = \$5.64/CY
4. Four (4) Yard Compactor = \$16.92/CY
5. Locking/Unlocking = \$5
6. \_\_\_\_\_
7. \_\_\_\_\_

**Present Approximate Commercial Volume**

The order of magnitude information below to assist in bid development. The City does not guarantee the number of customers, individual requirements, and actual volume of waste to be handled.

<u>Type Container</u>	<u>Size Container ( Yards )</u>	<u>Times Per week Service</u>	<u>Quantity</u>
Commercial Hand Stop	1	1	1
Commercial Hand Stop	2	2	52
Front Load	2	1	38
Front Load	2	2	4
Front Load	3	1	1
Front Load Compactor	4	1	1
Front Load	4	1	17
Front Load	4	2	3
Front Load	6	1	17
Front Load	6	2	8
Front Load	6	3	3
Front Load	8	1	7
Front Load	8	2	7
Front Load	8	3	6



Request for Proposal  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID 2020-01

**Residential Solid Waste and Recyclable Material Collection Services**  
 (Alternate 1 Tabulation Sheet)

Present Estimated Residential Parcels: 831

Description of Bid Items

Residential Service Collection Components

- \*Once a week solid waste collection, transportation and disposal
- \*Once per week recycling  
 (single stream with supplied 19 gallon bin/cart)
- \*Once a week Yard Trash (2 cubic yard limit)
- \*White goods, furniture, misc as a special charge pickup
- \*Bulk collection as a special charge pickup

Monthly Unit Cost

Disposal	\$ 4.76	(Includes yard waste)
Collection	\$ 7.89 (*)	(Includes yard waste)
Recyclable Collection	\$ 4.44	
<b>Total Monthly Cost per Residential Unit</b>	<b>\$ 17.09</b>	
(Alternative Bid - Billing)	\$ 1.00	
<b>Total Monthly Cost per Residential Unit including residential billing</b>	<b>\$ 18.09</b>	
White goods/furniture, etc. per item	\$ 15.00	
Bulk yard trash collection per yard	\$ 13.00	

(\*) This price includes the purchase and A&D of a 50 gallon garbage cart per unit. If the City wishes to keep the existing customer owned containers, the price will be reduced by \$0.96/unit/month. Which means a total monthly cost per residential unit of \$16.13.

If the City wishes to increase the containers size to a 50 gallon recycling cart, there will be an additional charge of \$0.82/unit/month



Request for Proposal  
Residential & Commercial Solid Waste Collection Services  
Bid No. BID 2020-01

EMERGENCY EVENT CLEANUP INFORMATION

Identify what additional resources would be available to the City.

FCC operates 4 locations across Florida with over 250 vehicles and 300 employees. In the event of an emergency cleanup FCC can utilize its existing resources to support the City's needs along with engaging our network of truck rental vendors and additional third party storm management companies.

We have successfully responded to many cleanup events for various municipalities over the last several years using using our internal and external resources.

Please find below a recent email received from one of our customers in Florida

Provide today's rate schedules for equipment and personnel. (Attach available inventory and personnel sheets)

Rate schedule: \$125.00/hour for equipment and personnel

From: John Archanbo [mailto:jarchanbo@swa.org]  
Sent: Thursday, June 25, 2020 8:26 AM  
To: Sandora, Joseph <joseph.sandora@fccenvironmental.com>  
Cc: Merkley, Charles <charles.merkley@fccenvironmental.com>; Simon Gonsalves <sgonsalves@swa.org>; Laurie Baker <lbaker@swa.org>; James Walsh <jwalsh@swa.org>; Alexandria Tenorio <atenorio@swa.org>  
Subject: THANK YOU!

A big happy Thursday morning! We wanted to thank you and the FCC team for assisting our south county residential customers to remove yard waste debris generated from an isolated storm last Friday evening.

We appreciate FCC providing the customers time to cut and place this material to the curb and actually schedule the removal of this debris on their normal scheduled yard waste collection day. FCC, as a new service provider in Palm Beach County, has reduced the collection cost for our customers, provided a brand new fleet of collection equipment, delivered a perfect seamless transition that included cart deliveries of three (3) different sizes (including last minute community exchanges) for two very large service areas, proactively worked with our team to resolve any and all possible startup issues, and immediately provided emergency removal when called upon this week.

FCC has assembled a very dedicated, professional, knowledgeable, hardworking, customer-oriented team that delivers the highest quality of services possible on a consistent basis. This all begins with great leadership. We appreciate and thank you and Charlie as the new team for exceeding our customer's expectations each and every day!

It is a pleasure working with FCC who share the same values and goals, to deliver great customer service, exceeding all expectations on a daily basis.

Thank you very much on behalf of our customers and SWA for a job well done each day!

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City of Edgewood, FL  
Residential & Commercial Solid Waste Services (Garbage, Yard Trash, Recycling)





# TAB 2 | FORM B FEE PROPOSAL

We're Your Partner, Not Just a Provider

## FEE PROPOSAL – FORM B

### Residential Solid Waste and Recyclable Material Collection Services

(Base Bid Tabulation Sheet)

Present Estimated Residential Parcels: 831

Description of Bid Item – Please bid comparable to current level of service

#### Residential Service Collection Components

- \*Twice a week solid waste collection, transportation and disposal (not to exceed two 50 gallons/50 Lbs) (Current service provided on Monday & Thursday)
- \*Once per week recycling (single stream with supplied 19 gallon bin/cart)
- \*Once a week Yard Trash (2 cubic yard limit)
- \*White goods, furniture, misc as a special charge pickup
- \*Bulk collection as a special charge pickup

#### Monthly Unit Cost

Disposal	\$ 5.54	(Includes yard waste)
Collection	\$ 24.59	(Included yard waste)
Recyclable Collection	\$ 5.55	
Total Monthly Cost per Residential Unit	\$ 35.68	

(Alternative Bid - Billing)      \$ 5.00      Total  
 Monthly Cost per Residential Unit      \$ 40.68      including residential  
 billing

White goods/furniture, etc. per item      \$ 45.00      Bulk  
 Bulk yard trash collection per yard      \$ 18.00

Any additional proposals and cost or savings for improving residential recycling :

**Commercial Solid Waste Collection Services**  
 (Base Bid Tabulation Sheet)  
 (6-year 8 months fixed rate for all commercial collection)

Solid Waste (small volume)

Number of Containers	Weekly Pick-ups	Monthly Charge
One	2	\$35.72
Two	2	\$41.44
Three	2	\$47.16
Four	2	\$52.88
Five	2	\$58.60

This base bid includes supply of 50 gallon cans by commercial customer.

Recycling Option for Commercial using 19 gallon bin/cart to be provided by customer.

Number of Containers	Weekly Pick-ups	Monthly Charge
One	1	\$20.72
Two	1	\$26.44
Three	1	\$32.16
Four	1	\$37.88
Five	1	\$43.60

**Solid Waste (Front and Rear Load, Non-compacted Mechanically Loaded Container)**

All commercial accounts below are bid on a per cubic yard basis. Commercial accounts may include multi-family residences services by mechanically emptied containers.

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Two (2) Yard	1	\$90.06
Two (2) Yard	2	\$214.91
Two (2) Yard	3	\$319.79
Two (2) Yard	4	\$424.62
Two (2) Yard	5	\$529.55
Two (2) Yard	6	\$634.42

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Four (4) Yard	1	\$153.87
Four (4) Yard	2	\$300.05
Four (4) Yard	3	\$446.27
Four (4) Yard	4	\$592.43
Four (4) Yard	5	\$738.62
Four (4) Yard	6	\$884.77

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Six (6) Yard	1	\$196.75
Six (6) Yard	2	\$384.27
Six (6) Yard	3	\$571.70
Six (6) Yard	4	\$759.20
Six (6) Yard	5	\$946.66
Six (6) Yard	6	\$1,134.13

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Eight (8) Yard	1	\$239.45
Eight (8) Yard	2	\$468.25
Eight (8) Yard	3	\$697.03
Eight (8) Yard	4	\$925.79
Eight (8) Yard	5	\$1,154.65
Eight (8) Yard	6	\$1,393.33

Additional charges that may apply to any or all commercial accounts should be listed below as unit pricing. (Locking/Unlocking, Special Handling)

1. \_Extra Dumpster Pickup On Route = \$18.00 per cubic yard
2. \_Extra Dumpster Pickup Off Route = \$30.00 per cubic yard
3. Casters, Locks = \$10.00 per service
4. Rollout Service = \$15.00 per service
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

### Present Approximate Commercial Volume

The order of magnitude information below to assist in bid development. The City does not guarantee the number of customers, individual requirements, and actual volume of waste to be handled.

<u>Type Container</u>	<u>Size Container ( Yards )</u>	<u>Times Per week Service</u>	<u>Quantity</u>
Commercial Hand Stop	1	1	1
Commercial Hand Stop	2	2	52
Front Load	2	1	38
Front Load	2	2	4
Front Load	3	1	1
Front Load Compactor	4	1	1
Front Load	4	1	17
Front Load	4	2	3
Front Load	6	1	17
Front Load	6	2	8
Front Load	6	3	3
Front Load	8	1	7
Front Load	8	2	7
Front Load	8	3	6

**Request for Proposal  
 Residential & Commercial Solid Waste Collection Services  
 Bid No. BID 2020-01**

**Residential Solid Waste and Recyclable Material Collection Services  
 (Alternate 1 Tabulation Sheet)**

**Present Estimated Residential Parcels: 831**

**Description of Bid Items**

**Residential Service Collection Components**

- \*Once a week solid waste collection, transportation and disposal
- \*Once per week recycling  
 (single stream with supplied 19 gallon bin/cart)
- \*Once a week Yard Trash (2 cubic yard limit)
- \*White goods, furniture, misc as a special charge pickup
- \*Bulk collection as a special charge pickup

**Monthly Unit Cost**

Disposal	<u>55.54</u>	(includes yard waste)
Collection	<u>519.71</u>	(includes yard waste)
Recyclable Collection	<u>54.65</u>	
<b>Total Monthly Cost per Residential Unit</b>	<b><u>529.90</u></b>	
<b>(Alternative Bid - Billing)</b>	<b><u>\$ 5.00</u></b>	
<b>Total Monthly Cost per Residential Unit including residential billing</b>	<b><u>\$ 34.90</u></b>	
White goods/furniture, etc. per item	<u>545.00</u>	
Bulk yard trash collection per yard	<u>518.00</u>	

**EMERGENCY EVENT CLEANUP INFORMATION**

Identify what additional resources would be available to the City.

**Emergency Collection Service Provided by Experienced, Professional Waste Management Staff**

In the event that the City of Edgewood experiences a severe local weather or emergency event that has not been declared a FEMA recovery disaster, Waste Management will supply, if requested by the City, manpower and equipment to expedite clean-up of the residential areas for an additional fee listed below. It has been Waste Management's practice in the past to work closely with the City on minimal storm events to assist in the clean-up over a reasonable time period with normal collection practices without additional charge to the City. It is our Company's intent to continue to work with the City based on these past practices. It is the expectation that severe weather events declared as a disaster by the State of Florida or FEMA, that a third-party debris removal company under separate contract will be secured by the City to provide these services. Debris removal services for major natural disasters are not performed by Waste Management.

**Provide today's rate schedules for equipment and personnel. (Attach available inventory and personnel sheets)**

Available rates, personnel and equipment will be shared at the time of or expectation of a minimal storm event as described above, and all terms will be discussed and agreed upon with City Officials prior to the performance of any services.



Waste Pro

Request for Proposal  
Residential & Commercial Solid Waste Collection Services  
Bid No. BID 2020-01

FEE PROPOSAL – FORM B  
Residential Solid Waste and Recyclable Material Collection Services  
(Base Bid Tabulation Sheet)

Present Estimated Residential Parcels: 831

Description of Bid Item – Please bid comparable to current level of service

Residential Service Collection Components

- \*Twice a week solid waste collection, transportation and disposal  
(not to exceed two 50 gallons/50 Lbs) (Current service provided on Monday & Thursday)
- \*Once per week recycling  
(single stream with supplied 19 gallon bin/cart)
- \*Once a week Yard Trash (2 cubic yard limit)
- \*White goods, furniture, misc as a special charge pickup
- \*Bulk collection as a special charge pickup

Monthly Unit Cost

Disposal	\$ 5.05	(Includes yard waste)
Collection	\$ 10.85	(Included yard waste)
Recyclable Collection	\$ 3.58	
Total Monthly Cost per Residential Unit	\$ 19.48	
<b>(Alternative Bid - Billing)</b>	\$4.50	\$
<b>Total Monthly Cost per Residential Unit including residential billing</b>	\$ 23.98	i
White goods/furniture, etc. per item	\$25.00	\$
Bulk yard trash collection per yard	\$ 25.00	

Any additional proposals and cost or savings for improving residential recycling :

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Request for Proposal  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID 2020-01

**Commercial Solid Waste Collection Services**

(Base Bid Tabulation Sheet)

**(6-year 8 months fixed rate for all commercial collection)**

**Solid Waste (small volume)**

Number of Containers	Weekly Pick-ups	Monthly Charge
One	2	\$ 30.00
Two	2	\$ 50.00
Three	2	\$ 70.00
Four	2	\$ 90.00
Five	2	\$ 110.00

This base bid includes supply of 50 gallon cans by commercial customer.

**Recycling Option for Commercial using 19 gallon bin/cart to be provided by customer.**

Number of Containers	Weekly Pick-ups	Monthly Charge
One	1	\$ 10.00
Two	1	\$ 15.00
Three	1	\$ 20.00
Four	1	\$ 25.00
Five	1	\$ 30.00

Request for Proposal  
**Residential & Commercial Solid Waste Collection Services**

Bid No. BID 2020-01

**Solid Waste (Front and Rear Load, Non-compacted Mechanically Loaded Container)**

All commercial accounts below are bid on a per cubic yard basis. Commercial accounts may include multi-family residences services by mechanically emptied containers.

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Two (2) Yard	1	\$ 81.69
Two (2) Yard	2	\$ 194.93
Two (2) Yard	3	\$ 290.06
Two (2) Yard	4	\$ 385.14
Two (2) Yard	5	\$ 480.31
Two (2) Yard	6	\$ 575.44

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Four (4) Yard	1	\$ 139.56
Four (4) Yard	2	\$ 272.15
Four (4) Yard	3	\$ 404.78
Four (4) Yard	4	\$ 537.35
Four (4) Yard	5	\$ 669.95
Four (4) Yard	6	\$ 802.51

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Six (6) Yard	1	\$ 178.46
Six (6) Yard	2	\$ 348.54
Six (6) Yard	3	\$ 518.55
Six (6) Yard	4	\$ 688.62
Six (6) Yard	5	\$ 858.65
Six (6) Yard	6	\$ 1,028.69

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Eight (8) Yard	1	\$ 217.19
Eight (8) Yard	2	\$ 424.71
Eight (8) Yard	3	\$ 632.23
Eight (8) Yard	4	\$ 839.71
Eight (8) Yard	5	\$ 1,047.30
Eight (8) Yard	6	\$ 1,254.72

Request for Proposal  
**Residential & Commercial Solid Waste Collection Services**

Bid No. BID 2020-01

Additional charges that may apply to any or all commercial accounts should be listed below as unit pricing. (Locking/Unlocking, Special Handling)

1. Extra Dumpster Pickup On Route = \$50.00
2. Extra Dumpster Pickup Off Route = \$100.00
3. Lockbar - \$20.00
4. Wheels - \$20.00
5. Gates - \$20.00
6. \_\_\_\_\_
7. \_\_\_\_\_

**Present Approximate Commercial Volume**

The order of magnitude information below to assist in bid development. The City does not guarantee the number of customers, individual requirements, and actual volume of waste to be handled.

<u>Type Container</u>	<u>Size Container ( Yards )</u>	<u>Times Per week Service</u>	<u>Quantity</u>
Commercial Hand Stop	1	1	1
Commercial Hand Stop	2	2	52
Front Load	2	1	38
Front Load	2	2	4
Front Load	3	1	1
Front Load Compactor	4	1	1
Front Load	4	1	17
Front Load	4	2	3
Front Load	6	1	17
Front Load	6	2	8
Front Load	6	3	3
Front Load	8	1	7
Front Load	8	2	7
Front Load	8	3	6

Request for Proposal  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID 2020-01

**Residential Solid Waste and Recyclable Material Collection Services**  
 (Alternate 1 Tabulation Sheet)

**Present Estimated Residential Parcels: 831**

Description of Bid Items

**Residential Service Collection Components**

- \*Once a week solid waste collection, transportation and disposal
- \*Once per week recycling  
 (single stream with supplied 19 gallon bin/cart)
- \*Once a week Yard Trash (2 cubic yard limit)
- \*White goods, furniture, misc as a special charge pickup
- \*Bulk collection as a special charge pickup

**Monthly Unit Cost**

Disposal	\$ <u>5.05</u>	(Includes yard waste)
Collection	\$ <u>8.22</u>	(Includes yard waste)
Recyclable Collection	\$ <u>3.58</u>	
Total Monthly Cost per Residential Unit	\$ <u>16.85</u>	
<b>(Alternative Bid - Billing)</b>	\$ <u>4.50</u>	
<b>Total Monthly Cost per Residential Unit including residential billing</b>	\$ <u>21.35</u>	
White goods/furniture, etc. per item	\$ <u>25.00</u>	
Bulk yard trash collection per yard	\$ <u>25.00</u>	

Request for Proposal  
Residential & Commercial Solid Waste Collection Services  
Bid No. BID 2020-01

**EMERGENCY EVENT CLEANUP INFORMATION**

Identify what additional resources would be available to the City.

Waste Pro Orlando Division is able to pull additional resources from division located in  
Volusia County, Brevard County, and Lake County enabling a quick response deploying additional  
resources should the City of Edgewood request. Available resources includes rear-loaders, front-loaders  
roll-offs, and claw trucks as well as staffing.

Provide today's rate schedules for equipment and personnel. (Attach available inventory and  
personnel sheets)

Rate schedule is inclusive of labor:

Roll off \$185.00 per hour, plus disposal

Claw truck \$185.00 per hour, plus disposal

Rear load \$215.00 per hour, plus disposal

**ALTERNATE BID:**

To replace 50-gallon cart with 64-gallon cart add \$0.42 to the monthly price

To replace 50-gallon cart with 96-gallon cart add \$0.62 to the monthly price



JJ's

Request for Proposal  
Residential & Commercial Solid Waste Collection Services  
Bid No. BID 2020-01

FEE PROPOSAL – FORM B  
Residential Solid Waste and Recyclable Material Collection Services  
(Base Bid Tabulation Sheet)

Present Estimated Residential Parcels: 831

Description of Bid Item – Please bid comparable to current level of service

Residential Service Collection Components

- \*Twice a week solid waste collection, transportation and disposal  
(not to exceed two 50 gallons/50 Lbs) (Current service provided on Monday & Thursday)
- \*Once per week recycling  
(single stream with supplied 19 gallon bin/cart)
- \*Once a week Yard Trash (2 cubic yard limit)
- \*White goods, furniture, misc as a special charge pickup \*Bulk collection as a special charge pickup

Monthly Unit Cost

Disposal	\$ <u>6.68</u>	(Includes yard waste)
Collection	\$ <u>8.79</u>	(Included yard waste)
Recyclable Collection	\$ <u>5.60</u>	
Total Monthly Cost per Residential Unit	\$ <u>21.07</u>	

(Alternative Bid - Billing)

Total Monthly Cost per Residential Unit \$ No bid  
including residential billing

White goods/furniture, etc. per item		\$50.00
Bulk yard trash collection per yard.	\$ <u>35.00</u>	

Any additional proposals and cost or savings for improving residential recycling:  
JJ's will supply all residents with a new 65 gal cart for single stream recycling at \$0 cost  
to the City 

**Request for Proposal**  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID 2020-01

**Commercial Solid Waste Collection Services**  
 (Base Bid Tabulation Sheet)  
 (6-year 8 months fixed rate for all commercial collection)

**Solid Waste (small volume)**

Number of Containers	Weekly Pick-ups	Monthly Charge
One	2	\$ 21.66
Two	2	\$ 43.33
Three	2	\$ 64.99
Four	2	\$ 86.66
Five	2	\$ 108.33

This base bid includes supply of 50 gallon cans by commercial customer.

Recycling Option for Commercial using 19 gallon bin/ cart to be provided by customer.

Number of Containers	Weekly Pick-ups	Monthly Charge
One	1	\$10.83
Two	1	\$21.66
Three	1	\$32.49
Four	1	\$43.33
Five	1	\$54.16

**Request for Proposal**  
**Residential & Commercial Solid Waste Collection Services**  
**Bid No. BID 2020-01**

**Solid Waste (Front and Rear Load, Non-compacted Mechanically Loaded Container)**

All commercial accounts below are bid on a per cubic yard basis. Commercial accounts may include multi-family residences services by mechanically emptied containers.

Non-Compacted Unit Size	Weekly Pick- ups	Monthly Charge
Two (2) Yar d	1	\$29.03
Two (2) Yar d	2	\$58.06
Two (2) Yar d	3	\$87.09
Two (2) Yar d	4	\$116.13
Two (2) Yar d	5	\$145.16
Two (2) Yar d	6	\$174.19

Non-Compacted Unit Size	Weekly Pick- ups	Monthly Charge
Four (4) Yar d	1	\$60.66
Four (4) Yar d	2	\$121.33
Four (4) Yar d	3	\$182.00
Four (4) Yar d	4	\$242.67
Four (4) Yar d	5	\$303.33
Four (4) Yar d	6	\$363.99

Non- Compact ed U nit Size	Weekly Pick-ups	Monthly Charge
Six (6) Yar d	1	\$87.10
Six (6) Yar d	2	\$174.12
Six (6) Yar d	3	\$261.30
Six (6) Yar d	4	\$348.40
Six (6) Yar d	5	\$435.50
Six (6) Yar d	6	\$522.60

Non- Compacted Unit Size	Weekly Pick- ups	Monthly Charge
Eight (8) Yar d	1	\$126.80
Eight (8) Yar d	2	\$253.60
Eight (8) Yar d	3	\$380.40
Eight (8) Yar d	4	\$507.20
Eight (8) Yar d	5	\$634.00
Eight (8) Yar d	6	\$760.80

\*\* Note: Pricing Excludes 15% franchise fee.

**Request for Proposal**  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID 2020-01

Additional charges that may apply to any or all commercial accounts should be listed below as unit pricing. (Locking/ Unlocking, Special Handling)

1. Extra Dumpster Pickup On Route =     \$50.00
2. Extra Dumpster Pickup Off Route =     \$85.00
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

**Present Approximate Commercial Volume**

The order of magnitude information below to assist in bid development. The City does not guarantee the number of customers, individual requirements, and actual volume of waste to be handled.

<u>Type Container</u>	<u>Size Container (Yards)</u>	<u>Times Per week Service</u>	<u>Quantity</u>
Commercial Hand Stop	1	1	1
Commercial Hand Stop	2	2	52
Front Load	2	1	38
Front Load	2	2	4
Front Load	3	1	1
Front Load Compactor	4	1	1
Front Load	4	1	17
Front Load	4	2	3
Front Load	6	1	17
Front Load	6	2	8
Front Load	6	3	3
Front Load	8	1	7
Front Load	8	2	7
Front Load	8	3	6

**Request for Proposal**  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID 2020 -01

**Residential Solid Waste and Recyclable Material Collection Services**  
 (Alternate 1 Tabulation Sheet)

**Present Estimated Residential Parcels: 831**

**Description of Bid Items**

**Residential Service Collection Components:**

- \*Once a week solid waste collection, transportation and disposal
- \*Once per week recycling  
 (single stream with supplied 19 gallon bin/cart)
- \*Once a week Yard Trash (2 cubic yard limit)
- \*White goods, furniture , misc as a special charge pickup
- \*Bulk collection as a special charge pickup

**Monthly Unit Cost**

Disposal	\$ <u>6.68</u>	(Includes yard waste)
Collection	\$ <u>6.22</u>	(Includes yard waste)
Recyclable Collection	\$ <u>5.60</u>	
Total Monthly Cost per Residential Unit	\$ <u>18.50</u>	
<b>(Alternative Bid -Billing)</b>	\$ <u>No bid</u>	
<b>Total Monthly Cost per Residential Unit including residential billing</b>	\$ <u>No bid</u>	
White goods/ furniture, etc. per item	\$ <u>50.00</u>	
Bulk yard trash collection per yard	\$ <u>35.00</u>	

**Request for Proposal**  
**Residential & Commercial Solid Waste Collection Services**  
Bid No. BID 2020-01

**EMERGENCY EVENT CLEANUP INFORMATION**

**Identify what additional resources would be available to the City.**

JJ's has access to Forklifts, skid steer units, flatbed truck, all necessary tools and supplies for any type oil/fuel spill, any type debris clean up. Additionally, JJ's has contractual agreements with equipment supply companies in the area, so at a moments notice, JJ's can rent any type equipment necessary to handle the task.

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**PLEASE SEE DISASTER RESPONSE PLAN-NEXT PAGE**

JJ's has a web site i.e. [www.jiswaste.com](http://www.jiswaste.com), that residents and commercial customers utilize to find out updates with Hurricane Info, delays in service, etc. JJ's has a backup generator system, so our office will be operating during a storm event unless the State determines a full shut-down and posts a mandatory evacuation order.

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**Provide today's rate schedules for equipment and personnel. (Attach available inventory and personnel sheets)**

**Truck and driver \$ 350 per hour i.e. rearload, grapple or flatbed truck.**

**Other equipment i.e. skid steer, forklift, etc. \$200 per hour.**

# DISASTER RESPONSE PLAN

## **ARTICLE 17. EMERGENCY SERVICES**

### **17.1. Contingency Plan**

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, resulting in the temporary closure of the Designated Facility, the Contract Manager may grant Franchisee a variance from regular routes and schedules. However, Franchisee shall resume regular collection service upon re-opening of the Designated Facility. Should the Designated Facility be in operation but the Franchisee is unable to perform regular collection service, the Franchisee may be granted a variance upon request by Franchisee in writing to the Contract Manager. Franchisee shall coordinate with the City to inform customers of any change in schedule as soon as possible after variance has been granted. In such cases, Franchisee shall make the City its highest priority and additional effort will be

City of Edgewood

Solid Waste and Recyclables Collection Franchise Agreement

rendered to make up for missed collections. As soon as practicable after such event, Franchisee shall advise the Contract Manager when it is anticipated that normal routes and schedules can be resumed. All of the vehicles normally used by Franchisee in the City shall be dedicated to the collection of Solid Waste in the City during the emergency and any subsequent recovery periods.

### **17.2. Franchisee Unable to Provide Contracted Services**

In the event that Franchisee is unable to provide adequate services during an emergency or other event involving an Uncontrollable Force, the City may hire other contractors to provide those services. In such case, the City, as applicable, reserves the right to charge Franchisee for all costs and expenses that the City incurs while providing the services that Franchisee is obligated to provide pursuant to the requirements of this Agreement, subject to set-off for the amounts that would have been paid to Franchisee for services.

### **17.3. Disaster Response Plan**

Franchisee shall develop and provide to the City a written disaster preparedness and response plan (Disaster Plan) thirty (30) Days prior to the Commencement Date. Thereafter, Franchisee shall provide an updated Disaster Plan by April fifteenth (15th) of each year. This Disaster Plan shall include provisions for additional personnel and equipment, and shall establish a reasonable, verifiable basis for any charges associated therewith. The City shall coordinate with Franchisee if a disaster should require temporary closure, or modification to the hours of operation of the Designated Facility. Franchisee shall be familiar with local, state, or federal agency documentation requirements, including but not limited to the generality of the foregoing, rules, regulations, and guidelines applicable to the Federal Emergency Management Agency's (FEMA's) Public Assistance Program for Debris Removal, as such requirements change from time to time. Franchisee shall maintain complete and accurate records of any and all such disaster work and provide all required and necessary documentation for submission of cost reimbursement requests. Franchisee shall be required to submit its FEMA documentation of costs to the City as a condition of payment for additional personnel and equipment pursuant to this section.

SERVICE PROVIDER: JJ's

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	5
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	4 5
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	5
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	5
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	5

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                            5 points
- Acceptable                    3 points
- Unacceptable                 0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER: [Signature] DATE: 7/28/20  
PRINT NAME: Sally Harlow

SERVICE PROVIDER:

Waste Management

**Evaluation Criteria & Weighting**

Weighting Criteria	WEIGHT
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30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	\$
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	9/10 S
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	7
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	7
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	5

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                              5 points
- Acceptable                      3 points
- Unacceptable                      0 points

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REVIEW COMMITTEE MEMBER:  DATE: 7/18/20

PRINT NAME: Shay Harwood

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	7
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	7/5/7
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	5
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	5
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	5

8/4

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                              5 points
- Acceptable                      3 points
- Unacceptable                    0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER:  DATE: 7/28/20  
 PRINT NAME: SHAY HARDIN

SERVICE PROVIDER: Waste Pro

**Evaluation Criteria & Weighting**

	Weighting Criteria	WEIGHT
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30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	3
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	9/4 5
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	7
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	7
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	5

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

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- Good                              5 points
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REVIEW COMMITTEE MEMBER:  DATE: 7/28/20

PRINT NAME: Sunny Harrow

**Evaluation Criteria & Weighting**

	Weighting Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	5
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	3
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	3
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	3
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	3

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                              5 points
- Acceptable                      3 points
- Unacceptable                      0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER:       DATE: 7-27-2020  
 PRINT NAME: Heath Spore

SERVICE PROVIDER:

Waste Management

**Evaluation Criteria & Weighting**

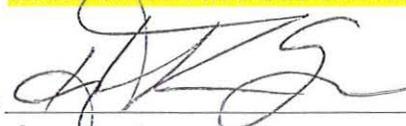
Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	3
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	5
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5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	5

**Scoring Methodology.**

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REVIEW COMMITTEE MEMBER:  DATE: 7-22-2020

PRINT NAME: Heath Spore

SERVICE PROVIDER:

Waste Pro

Evaluation Criteria & Weighting

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	3
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	3
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	3
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	3
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	3

Scoring Methodology.

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                              5 points
- Acceptable                      3 points
- Unacceptable                      0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER:  DATE: 7-27-2020

PRINT NAME: Heath Spore

SERVICE PROVIDER: JJ's Waste + Recycling

**Evaluation Criteria & Weighting**

	Weighting Criteria	WEIGHT
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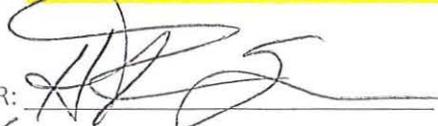
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	3
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	3
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	3
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5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	3

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

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- Good                              5 points
- Acceptable                      3 points
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The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER:       DATE: 7-22-2020  
 PRINT NAME: Heath Gore

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	5
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	0
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	5
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	1
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	3

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                              5 points
- Acceptable                      3 points
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REVIEW COMMITTEE MEMBER: Bea L. Meeks                      DATE: July 28, 2020

PRINT NAME: Bea L. Meeks, City Clerk

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	7
20%	2. Year-to –Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	2
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	5
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	1
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	4

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                              5 points
- Acceptable                      3 points
- Unacceptable                      0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER: Bea L. Meeks                      DATE: July 28, 2020

PRINT NAME: Bea L. Meeks, City Clerk

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	0
20%	2. Year-to –Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	0
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	7
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	7
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	7

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                              5 points
- Acceptable                      3 points
- Unacceptable                      0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER: Pomeroy                      DATE: July 28, 2020

PRINT NAME: Bea L. Meeks, City Clerk

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	6
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	0
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	7
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	6
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	7

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                              5 points
- Acceptable                      3 points
- Unacceptable                      0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER: Bea L. Meeks                      DATE: July 28, 2020

PRINT NAME: Bea L. Meeks, City Clerk

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	7
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs. <u>2%</u>	7
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	3
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	7
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	5

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                              5 points
- Acceptable                      3 points
- Unacceptable                      0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER: Richard Alan Horn DATE: 7/28/2020  
 PRINT NAME: Richard Alan Horn

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	0
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	5
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	5
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	7
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	7

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- Unacceptable                 0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER: Richard Alan Horn      DATE: 7/28/2020  
 PRINT NAME: Richard Alan Horn

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	3
20%	2. Year-to -Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	5
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	7
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	7
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	7

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- Good                              5 points
- Acceptable                      3 points
- Unacceptable                      0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER: Richard Alan Horn      DATE: 7/28/2020  
 PRINT NAME: Richard Alan Horn

SERVICE PROVIDER:

JJ's Waste & Recycling

**Evaluation Criteria & Weighting**

Weighting	Criteria	WEIGHT
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response	5
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.	5
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.	3
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.	7
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.	5

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

- Excellent                      7 points
- Good                             5 points
- Acceptable                    3 points
- Unacceptable                 0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below: **INFORMATION PROVIDED ON A SEPARATE PAGE**

REVIEW COMMITTEE MEMBER: Richard Alan Horn      DATE: 7/28/2020

PRINT NAME: Richard Alan Horn

COMPANY	COMMITTEE MEMBER	COMMITTEE MEMBER	COMMITTEE MEMBER	COMMITTEE MEMBER	TOTAL CRITERIA SCORE	WEIGHTED SCORE	
FCC	Alan	Shay	Heath	Bea			
1	7	7	5	7	26	7.8	30%
2	7	7	3	2	19	3.8	20%
3	3	5	3	5	16	5.6	35%
4	7	5	3	1	16	1.6	10%
5	5	5	3	4	17	0.85	5%
						19.65	
Waste Management							
1	0	0	3	0	3	0.9	30
2	5	5	5	0	15	3	20
3	5	7	7	7	26	9.1	35
4	7	7	5	7	26	2.6	10
5	7	5	5	7	24	1.2	5
						16.8	
Waste Pro							
1	3	3	3	6	15	4.5	30
2	5	5	3	0	13	2.6	20
3	7	7	3	7	24	8.4	35
4	7	7	3	6	23	2.3	10
5	7	5	3	7	22	1.1	5
						18.9	
JJ's							
1	5	5	3	5	18	5.4	30
2	5	5	3	0	13	2.6	20
3	3	5	3	5	16	5.6	35
4	7	5	3	1	16	1.6	10
5	5	5	3	3	16	0.8	5
						16	
Criteria 1 [30%]: Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response							
Criteria 2 [20%]: Year-to-Year Price Protection: The degree to which the proposed costs adjust factors are determined by City staff to protect the City in terms of magnitude of future costs.							
Criteria 3 [35%]: Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.							
Criteria 4 [10%]: Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.							
Criteria 5 [5%]: Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.							
Scale							
Excellent	7 Points						
Good	5 Points						
Acceptable	3 Points						
Unacceptable	0 Points						

Request for Proposal  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID2020-01

**Evaluation Criteria**

The following criteria will be used to determine the most responsible, responsive bidder. Incomplete proposals will not be accepted. A Contract, if awarded, will be awarded to the Bidder that City Council determines can best meet the City's needs. ***Lowest price will not necessarily guarantee award.***

**Evaluation Criteria & Weighting**

Weighting	Criteria
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder's response
20%	2. Year-to-Year Price Protection: The degree to which the proposed costs adjustment factors are determined by City staff to protect the City in terms of the magnitude of future costs.
35%	3. Relevant Experience: City staff's evaluation of the Bidder's previous work experience and quality of service with contracts involving comparable services and responsibilities.
10%	4. Recycling Capability: Staff's evaluation of the Bidder's proposed methodology for Residential and Commercial recycling services, to include the comprehensiveness of the methodology, the related costs and the degree to which the Proposer's approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.
5%	5. Thoroughness of Proposer's RFP Response: Staff's evaluation of the completeness, accuracy, and overall presentation of the Bidder's written proposal.

**Scoring Methodology.**

All proposals will be evaluated by the Proposal Review Committee. For each proposal, each Committee member will evaluate each criteria item and assign points on the following scale:

Excellent	7 points
Good	5 points
Acceptable	3 points
Unacceptable	0 points

The weight of each criteria item will then be applied against the total points assigned by each Committee member to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below:

Request for Proposal  
**Residential & Commercial Solid Waste Collection Services**  
 Bid No. BID2020-01

(For Illustrative Purposes Only)

<u>Criteria</u>	<u>Rater 1</u>	<u>Rater 2</u>	<u>Total</u>	<u>Weight</u>	<u>Weighted Score</u>
1	5	7	12	.30	3.6
2	7	5	12	.20	2.4
3	5	3	8	.35	2.8
4	5	7	12	.10	1.2
5	7	3	10	.05	<u>0.5</u>
Total Score					10.5

Every proposal as submitted by each Bidder and the final scores as determined by the Proposal Review Committee will then be submitted to City Council for review. City Council will review every proposal and may invite Bidders to make presentations before making a decision.

**BIDDER'S QUESTIONNAIRE FORM**

The Questionnaire asks for information concerning the bidder's organization, experience in services similar to those described in the RFP Specifications, and information relating to the equipment, personnel and operating plan the Bidder proposes to use to provide the relevant services. If a partnership, firm, corporation or other entity owns a controlling interest in the Bidder, responses to each questionnaire must be submitted for both the Bidder and the parent entity. For purposes of this paragraph, "controlling interest" shall mean ownership of ten percent (10%) or more of the beneficial ownership of Bidder. Information submitted in response to this Questionnaire will be considered binding on the successful Bidder and any substitutions or deviations are subject to approval by the City of Edgewood.

**Manner of Preparing and Filling in Forms.**

Unless indicated otherwise, the Bidder shall include information for only the specific single business organization or entity which is submitting a Proposal for the Work described in the Contract and which would be the signatory on the Contract for services.

Prior to responding, Bidders are required to familiarize themselves with the current residential and commercial routes, City Parks, and City Facilities.

All answers and entries shall be specific and complete in detail. The City of Edgewood reserves the right to make independent inquiries concerning the information provided herein, to conduct any additional investigation necessary to determine the Bidder's qualifications, and to require the Bidder to supply additional information.

2020 Solid Waste Proposals

PROVIDER	PROPOSED DAYS OF SERVICE/CONTAINERS/BINS	FEES	REFERENCES	BOND/COI/REQUIRED FORMS	OTHER
<p><b>FCC Environmental Services, LLC</b></p> <p>Local Office/Yard: 6760 Muskogee Street, Orlando, FL</p>	<p>19-Gallon Recycle Bins (single stream recycle) or 50-Gallon Carts (alternate pricing)</p> <p>2-1-1 Service / rear load route to collect residential SW (Monday &amp; Thursday) Bulk Waste collected same route as residential. Yard waste collected using a rear load route on Tuesday. Recycling on Wednesday.</p> <p>1-1-1 Service -One rear load route to collect residential SW on either Monday &amp; Thursday. Bulk Waste collected same route as residential. Yard waste collected using a rear load route on Tuesday. Recycling on Wednesday.</p> <p>Containers will be determined depending on frequency of collection</p>	<p>2x weekly \$19.10 (50-gallon container) Base Bid \$18.14 resident owned container</p> <p>Alternate Bid Billing \$20.10</p> <p>\$0.82 increase for 50-gallon recycle container</p> <p>White Goods \$15.00 per item Bulk yard trash collection \$13.00 per yard (after once a week 2 cubic yard limit)</p> <p>1x weekly \$17.09–19-gallon bin/cart</p> <p>Alternate bid \$18.09</p> <p>Pages 29-32</p>	<p>Begin on Page 35</p>	<p>Provided all required forms-COI Bid Bond \$50,000</p>	<p>Willing to offer annual 2% price increase</p> <p>2008 - Doing business in FL</p> <p>CNG Equipment &amp; Camera Equipped</p> <p>See P. 24 regarding special events service</p> <p>1 to 1 truck spare ratio</p> <p>3<sup>rd</sup> Eye Positive service captures container contents- Useful for recycle. Propose 50-gallone carts instead of 19-gallon</p> <p>Emergency Clean-up \$125 per hour</p> <p>Officers/Staff combined as years of service in waste management-good resumes.</p>

					High tech – employee safety and health important <i>Recycling P. 24</i>
<b>JJ's Waste &amp; Recycling LLC</b>  Local Office/Yard: 3905 El Rey Road, Orlando, FL	2x weekly 50-gallon container  1x weekly 19-gallon container	Notification provided day after it is deemed yard waste pile does not conform to the guidelines-becomes price specific with City approval.  \$21.07 base bid – no alternate bid  \$50 white goods/furniture, etc. per item \$35 bulk yard trash collection per yard  Has access to certain resources to assist during an emergency (truck/driver \$350 per hour – other equipment \$200 per hour  Pages 44-48	Begin on Page 51	Bid Bond 10% of bid amount (Estimated contract amount \$1,050,500)  Provided all required forms- No COI	2018 – Incorporated in State of Florida  3 local contracts starting in 2018  Limited Resumes – small company (40 staff-doesn't say how many in Florida)  Will meet with City staff at a minimum of 7 days before a City sponsored event to establish collection of containers, special event boxes, etc.  Spare vehicles (does not provide a number)  Does not use CNG trucks  Recommends 1x weekly service

<p><b>Waste Pro USA, Inc.</b> 2101 W. SR 434, 3<sup>rd</sup> Floor, Longwood, FL 32779</p>	<p>2-person crew utilizing a 32-CU yard rear loader-same for yard waste. One-person claw truck available if needed.</p> <p>2x weekly 2/50-gallon containers</p> <p>1x weekly recycling / 19-gallon bin/cart</p> <p>1x yard waste (2 cubic yard limit)</p>	<p>Base Bid: \$19.48/\$23.98</p> <p>White goods/furniture, etc \$25.00 per item</p> <p>Bulk yard trash collection per yard \$25.00</p> <p>ALTERNATE</p> <p>1x weekly \$16.85/\$21.35</p> <p>White goods/Bulk same \$25.00</p>	<p>Begin on Page 1-Tab 3</p>	<p>Bid Bond 10% of amount bid (\$50,000).</p> <p>Provided all required forms-COI</p>	<p>7+ Local Contracts</p> <p>Officers/Staff combined years of service in waste management-good resumes.</p> <p>Waste Pro diesel collection truck has a diesel particulate filtration (DPF) system; also CNG fueling</p> <p>TracEZ allows residents and commercial customers to order additional carts, make special request, or make an inquiry. Communication is direct and real time. These reports can be accessed by City Staff.</p> <p>COVID -19 Safety in place</p> <p>3<sup>rd</sup> Eye Camera System</p> <p>Will be available to meet with staff to discuss special events schedule.</p>
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					<p>Back-up equipment available at 4 different Waste Pro facilities- 4 different counties</p> <p>Provided information related to storm debris/did not include costs associated with the service</p> <p>7 local contracts</p>
<p><b>Waste Management Inc. of Florida</b></p> <p>3510 Rio Vista Avenue, Orlando</p>	<p>2x weekly 50-gallon bin/cart</p> <p>1x weekly recycling 19-gallon bin/cart</p> <p>1x weekly yard waste collection (2 cubic yard limit)</p> <p>1x weekly</p> <p>Emergency Even cleanup rates, personnel and equipment will be shared at time of expectation of minimal storm</p>	<p>Base Bid</p> <p>\$35.68</p> <p>Alternate \$40.68 – White goods/furniture etc. \$45 per item – Bulk yard trash collection per yard \$18</p> <p>Alternate Bid</p> <p>\$29.90 / \$34.90</p> <p>White Goods/Bulk \$45/\$18</p>	<p>Begin on Page 40-Tab 3</p>	<p>Bid Bond 10% of Estimated Annual Contract Amount</p> <p>Provided all required forms-No COI</p>	<p>50+ years as a contractor</p> <p>6 local contracts (only 1 in OC)</p> <p>Officers/Staff combined years of service in waste management-good resumes.</p> <p>MSDO processes for preventive maintenance</p> <p>Emergency plan in place</p> <p>Recycling Education</p>

Edgewood Police Department  
August City Council Report  
2020

	June	August
Residential Burglaries	0	0
Commercial Burglaries	0	0
Auto Burglaries	0	2
Theft	2	3
Assault/Battery	2	1
Sexual Battery	0	0
Homicides	0	0
Robbery	0	0
Traffic Accident	7	10
Traffic Citations	125	142
Red Light Citations	593	360
Traffic Warnings	196	381
Felony Arrests	5	2
Misdemeanor Arrests	2	5
Warrant Arrests	0	0
Traffic Arrests	2	2
DUI Arrests	1	2

**Department Highlights:**

- During this period the Department issued 2 warrants for arrest; one warrant was issued for written threats, and one warrant for burglary to a conveyance in addition to petit theft.
- In the month of July, the department was able to start prosecuting Red Light Camera cases in both Local Hearing Status and at the Orange County Court House. The Orange County Court House hearings are currently being conducted by virtual court. The Officers will also be starting to participate in virtual court hearing soon.
- Accreditation Manager Officer Adam Lafan has attended 2 virtual On Site Accreditations.
- The Edgewood Police department has been official approved for three grants. A new phone system and Traffic Enforcement/Awareness grants from JAGG and a new vehicle from the Justice Department COVID grant. These grants total approximately \$58000. The Traffic grant consist of movable speed signs that collect data and two radar units.

Reporting Dates: June 8th to July 7th 2020