

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 Tuesday, September 15, 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 1-9** - Approval of August 19, 2020 City Council Meeting 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

Item 7. Public Hearings

SECOND/FINAL BUDGET HEARING(s):

1. **PAGE 10** - **Memo Re: Form of Motions For Budget Hearings**
2. **PAGES 11-12** - **ORDINANCE 2020-04** - AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES UPON THE ASSESSED REAL AND BUSINESS PERSONAL PROPERTY TAX ROLLS FOR FISCAL YEAR 2020/2021, BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.
3. **PAGES 13-14** - **RESOLUTION 2020-04** - A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2020/2021, BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

SECOND/FINAL ORDINANCE HEARING(s)

4. **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 8. Unfinished Business

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
 - a. **PAGES 97- 106a – 5357 Oak Terrace Drive – #2020-05 Boat Dock Variance**

Item 12. City Attorney Report

Item 13. Police Chief & City Clerk Reports

- a. **PAGE 107 Chief’s Report**
- b. **City Clerk’s Report**

Item 14. Mayor & Council Reports

Item 15. Adjournment

Future Meetings:

Planning & Zoning Board	October 12, 2020	6:30 pm
City Council Meeting	October 20, 2020	6:30 pm

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.



**Edgewood City Council Meeting Minutes
Wednesday, August 19, 2020
6:30 pm**

Call to Order

Council President Horn called the Edgewood City Council meeting to order at 6:30 pm. He asked for a moment of silence followed by leading the Pledge of Allegiance.

ROLL CALL & DETERMINATION OF QUORUM

Deputy City Clerk Riffle announced a quorum with four Council Members present. She announced that Council Member Lomas gave notice of her absence and requested a motion to excuse her absence.

Council Member Rader made the motion to excuse Council Member Lomas' absence; second by Council Member Pierce. Approved (4/0).

Attendees

John Dowless, mayor
Richard Horn, Council President
Ben Pierce, Council President Pro-Tem
Lee Chotas, Council Member
Chris Rader, Council Member

Absent

Susan Lomas, Council Member

Staff

Bea L. Meeks, City Clerk
Sandra Riffle, Deputy City Clerk
John Freeburg, Police Chief
City Attorney, Drew Smith

PRESENTATIONS

None

CONSENT AGENDA

1. Consideration of Minutes from Previous Meeting(s)
 - Approval of July 21, 2020 City Council Meeting Minutes

Deputy City Clerk Riffle noted corrections from Mayor Dowless and Council Member Rader.

Council Member Rader made the motion to approved the minutes of July 21, 2020, with corrections; second by Council Member Pierce. Approved (4/0).

- Approval of July 29, 2020 City Council Budget Workshop Minutes and August 5, 2020 City Council Budget Workshop Minutes

Council Member Rader made the motion to approved the minutes of July 29, 2020 and August 5, 2020 as presented; second by Council Member Pierce. Approved (4/0).

Ordinances

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.

Attorney Smith read Ordinance 2020-03 in title only.

Council Member Pierce said that from a financial perspective, this is already reflected in the budget.

There were no public comments.

Attorney Smith asked Chief Freeburg to review the major changes resulting from the Collective Bargaining Agreement (CBA), aside from budgetary issues. Chief Freeburg made the following comments.

1. Educational requirements – They set some limits to how much an individual can receive, which is a maximum of \$2500. It must be approved by the Chief and be related to the field. If there is money left over, individuals can request more. This is fairer across the board.
2. Field Training- An individual that is training a new employee receives \$2 additional per hour and eliminates the field training. Added specialty pay which impacted the budget by \$100 and rewards people taking on special duties.
3. Disability – if any officer is injured on duty they have to be out for a certain period of time before they have worker's compensation coverage. This helps the officers if they are hurt.
4. Raises- They added PTO for new officers to correct a discrepancy. Newer hires are usually more concerned about PTO versus. benefits. There is more time for family bereavement or for families that are out of town
5. Mandatory equipment – This was updated so that there can be more equipment as needed versus yearly.
6. Footwear and cleaning allowance – They added \$55 a month for cleaning. Officers will get one check at the beginning of the year and prorated based on time they have been here.

Chief Freeburg said that it was smooth negotiation on both sides of the table.

Attorney Smith said the dollars rendered the most conversation but the Union requests were reasonable and accepted by management and many were tracking with statutes.

Council Member Chotas said he spoke with Attorney Smith and Chief Freeburg regarding concerns with arbitration clauses. Chief Freeburg said he reviewed that section and eliminated unnecessary complexity. Council Member Chotas said that he wanted to avoid conflict between the disciplinary side and the grievance side but Chief Freeburg and Attorney Smith feel comfortable that the system will work without further changes, and he will defer to their judgement.

Council Member Chotas said that he would like to make a motion to approve the agreement as presented with the exception of page 9, section J, on line 9.

He said that there is a surplus; a clause that does not belong. He suggested to put a period after the word “questions” and strike out “in order for the employee to secure representation.” Then the sentences before and after will make sense. Mayor Dowless requested to change a typographical error section 924, third to the last line remove the duplicate words “and the.” Council member Rader said to remove the period after the word “increase” as well.

Chief Freeburg responded to Mayor Dowless that paid time off for voting has never been an issue. Mayor Dowless added that with early voting it is now a superfluous issue.

Attorney Smith said that language can be removed.

Second by Council Member Pierce.

Council Member Chotas withdrew his motion.

Council Member Rader asked for clarification on what “upon request” means on page 36, paragraph 5.5 regarding officers being able to train off duty with rounds of ammunition. Chief Freeburg responded that it should be quarterly. Council Member Pierce and Council President Horn confirmed that change was made in the last line.

Attorney Smith confirmed for Council Member Rader that page 44, paragraph 9.6 refers to longevity of service in law enforcement.

Chief Freeburg responded to Council Member Rader’s question regarding page 44, paragraph 9.8 and page 46, paragraph 10.1. Previously, detectives earned an additional 35 cents per hour and sometimes they would cover the road, which was not addressed in the contract.

They get paid for 84 hours per pay period and they have to make up the extra 4 hours and it is difficult to track. The issue is how to schedule 40-hour week, plus the 4 hours per pay period, to compensate for when officers are off work and after hours, but still take phone calls. This is to balance it out and eliminate the tracking.

Attorney Smith responded to Council Member Rader’s concerns about labor laws. Overtime and the 4 hours are counted. Officers have to clock in. Regular officers are scheduled for 84 hours in 12-hour shifts.

In response to Council Member Rader, Chief Freeburg said he does not foresee military reserve time being an issue for the City to pay for a differential pay rate. Attorney Smith added that the union never asked for this.

In response to Council Member Rader, Chief Freeburg said all employees receive \$2,000 on the direct benefits card. The city pays for 50% of coverage for dependents.

Attorney Smith said that he recollects that the \$2,000 was a gift from the City to incentivize the bargaining unit to accept the reduction in how much the city was paying for dependent coverage. City Clerk Meeks confirmed and added that a former Council Member decided that the health care plan needed to be changed. City Clerk Meeks said that the benefit must be used each fiscal year and it does not carry over to the next year.

No substantive changes were made.

Council Member Chotas reinstated his motion to approve Ordinance 2020-03, with the corrections; second by Council Member Pierce. Motion passed (4/0).

A roll call vote was taken.

Council President Horn	Favor
Council Member Chotas	Favor
Council Member Pierce	Favor
Council Member Rader	Favor
Council Member Lomas	Absent

The second reading will be on Tuesday, September 15, 2020.

PUBLIC HEARINGS

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

Attorney Smith read the ordinance in title only.

No public comments and no discussion.

Council Member Pierce made the motion to approve Ordinance 2020-02; second by Council Member Chotas. Motion passed (4/0).

A roll call vote was taken.

Council Member Rader	Favor
Council Member Chotas	Favor
Council President Horn	Favor
Council Member Pierce	Favor
Council Member Lomas	Absent

UNFINISHED BUSINESS

Solid Waste Review Committee

City Clerk Meeks referred to the memo included in the agenda regarding the bid opening. The four contractors with accepted bids are Waste Management, FCC Environmental Services Florida, LLC, JJ's Waste and Recycling, and Waste Pro of Florida, Inc. are all in attendance. Included in the agenda, for each proposer is fee information, the review committee's ranking sheets, and the final calculation with each bid. The ranking sheets and tally were open for all contractors to review during review committee meeting. City Clerk Meeks provided her own notes with her own rankings as requested by Council and does not necessarily reflect the committee's opinion.

Council President Horn said this was quite a task. He agreed that FCC Environmental Services Florida, LLC, and Waste Pro were close but FCC had better pricing. With the weighted score, FCC would be the better option. The City will reduce current non ad-valorem costs with some trade-offs. The current contractor has been picking up everything the residents put out on the street. New agreements have separate fees for anything above the two waste bins that are allowed, up to 2 cubic yards. The extra would be billed to the homeowner. In the end, the non-ad-valorem will not be affected and may actually be below. Residents will be charged individually beyond what the contract allows for white goods, bulk pickup and yard waste.

City Clerk Meeks said this will require re-education of residents to know that if the extra items are taken to the curb, they will be charged. Council Member Rader added that this will create a lot of calls for the City.

City Clerk Meeks added that going above the 2 cubic yards is usually during a storm such as a hurricane. Staff is prepared for any calls.

Council Member Rader asked if the City decides what kind of trash cans to provide or would it be up to each resident. He asked if there is a price deduction for not using the cans provided. City Clerk Meeks said that this provision was optional in the RFP.

Council President Horn asked if the trucks are able to accommodate 96 gallon bins.

Charles Merkley, Area Manager with FCC, said the price includes a 50-gallon cart per unit or a reduced price if the City wishes to continue using residents' carts. The size of the cart does not matter as they use semi-automated equipment and can accommodate whatever is at the curb. Mr. Merkley confirmed to Council Member Rader that they will not weigh the carts, but if it is manageable, they will take it.

Platt Loftis, with Waste Pro Florida said they offer two options; once or twice per week. Council President Horn said the City prefers service twice a week to maintain level the level of service. Council Member Chotas added the recycling and yard waste pick up once a week.

Mr. Loftis said their equipment can accommodate any size cart that the City decides to go with. They prefer to use a rear loader but bid was left open ended for that purpose.

Council Member Chotas asked if there was input from contractors regarding RFP process.

Mr. Merkely said that he witnessed the meetings. He was impressed with Edgewood's process because they were allowed to participate. This gives committee members more information and the ability to ask questions.

Mr. Loftis said this was a good input/output meeting and gave Council additional information about Waste Pro. He said Waste Pro was not the lowest price but they have an excellent reputation; they would appreciate a holistic outlook during the decision.

Jose Boscan with Waste Management said they would continue the same service as provided. They have been honored to provide the service to Edgewood, and if another vendor is chosen, Waste Management will assist with the transition. Council Member Chotas thanked him for the service they provided.

No public comment.

Council President Horn made a motion to accept FCC as the waste services company, beginning January 1, 2021; second by Council Member Chotas. Motion passed (4/0).

A roll call vote was taken.

Council Member Pierce	Favor
Council Member Chotas	Favor
Council Member Rader	Favor
Council President Horn	Favor
Council Member Lomas	Absent

City Clerk Meeks asked Mayor Dowless if she should set up a meeting for negotiations. Mayor Dowless will be the point person and Council President Horn will continue to participate in the process.

Council President Horn commented that commercial rates actually went down and franchise tax will go down a little.

Mayor Dowless said he would like to keep contract as long as possible and would like to consider auto renewals.

NEW BUSINESS

None

PUBLIC COMMENTS

None

BOARDS & COMMITTEES

City Attorney Report

The Florida Legislature passed a new law regarding food trucks which preempts the City's regulatory authority. The City cannot regulate or prohibit food trucks as our policy is close enough to a ban as we only allow food trucks during special events. If the City is concerned about this, we can go to a zoning model and allow in zones. Trucks are not allowed in residential zoning right now.

Food trucks fit in with zoning as a commercial use in the Edgewood Central District (ECD); however, tenants may have complaints and landlords will have to give permission for the trucks to be on private property. The City cannot ask for their licensing. Attorney Smith asked Council if they would like to move forward with zoning restrictions with the understanding that trucks cannot be pushed out of the City.

Mayor Dowless said that the City passed the food truck ordinance because some trucks were continually setting up, which was confirmed by City Clerk Meeks.

After further discussion, Mayor Dowless said that there is no problem yet to regulate.

In response to Council Member Rader, Attorney Smith said that a food truck would be treated like a brick and mortar business and would not be allowed to have digital signs or flashing lights. They also cannot take up parking spaces.

Attorney Smith responded to Council Member Rader that if the City pursues zoning food trucks, he would prepare an ordinance and it would need a reasonable basis to distinguish a food truck business from the ECD as they are a commercial activity. They cannot be totally prohibited and they must be allowed in some zones.

No action was taken.

Police Chief Report

Council Member Rader congratulated Chief Freeburg on attaining \$58, 000 in grants.

Chief Freeburg said that the Cares Grant is at approximately \$27,000. Stacey Salemi has been doing a great job with the grant.

The Police Department can make another arrest on the 4-wheelers with the return of DNA evidence.

He attended a commands meeting with Central Florida area chiefs about biased based policing; Central Florida is progressive. This gave them an overview of a 2-day course about bias that one of his instructors will attend. This is another tool for the times.

CBA contracts went well. There were comments about Attorney Smith and how helpful he was. He follows up with the officers, he helped Shannon Patterson through the RFP process for debris cleanup, and he has been a real help with emergency orders during Covid-19.

Chief Freeburg presented Attorney Smith with a plaque and a gift. Mayor Dowless thanked him and Council President Horn said the City is grateful.

City Clerk's Report

City Clerk Meeks said the big item is budget hearings. Four council members need to be present with a favorable vote or the process starts again. Wednesday, September 9, 2020 at 6:30 pm is to set the tentative and asked for Council Members' attendance.

City Clerk Meeks asked for feedback about the tree at regal cleaners at the corner of Gatlin and Orange Avenues. It is fairly large laurel oak in a prominent location. Deputy City Clerk Riffle said the Central Florida Arborcare looked at it and it is at the end of its life but still healthy. City Clerk Meeks said that code requires an arborist report or insurance report saying that it is damaging infrastructure. Council Member Chotas said to tell them it does not comply with the tree ordinance.

City Clerk Meeks said that City Hall was getting calls about a yard belonging to an ill elderly couple. Code Enforcement Officer Renteria reached out to nonprofits and churches for guidance on how to help. She called Champions Ministry, a church in the city, and they will step in to help. When there is help, it is a better alternative to code enforcement.

New photos of City Council will be taken before the meeting on September 15, 2020. City Clerk Meeks asked Council to dress up for the photo.

In response to Council Member Chotas, City Clerk Meeks said the millage was set to 5.25 and Council President Horn said he is comfortable with that. City Clerk Meeks said the accounting firm agreed there will be a general fund balance transfer and \$100,000 roads and streets funds balance where there was a deficit. Council Member Rader said Council did not want to lower the rate and then raise it again the next year given the uncertainty of the times.

Mayor & Council Reports

Mayor Dowless

Mayor Dowless said there are some sidewalks that are trip hazards. The City needs to take care of liabilities and correct those sidewalks.

Council Member Chotas congratulated Chief Freeburg for what he has done and to Mayor Dowless. He is happy with state of financial decisions of the city. He compared the current state of the City with the island of Saipan that he recently visited.

Council Member Pierce said the review of audit is this coming Monday.

Council President Horn said there is a light strip in in dog grooming window and they now have an LED sign and light string. Deputy City Riffle said Code Enforcement Officer Renteria received a permit for the light string but she did not know about the LED sign.

People need to stop blowing their lawn clippings in street. City Clerk Meeks said if Code Enforcement can witness the action, she can issue a violation. City Clerk Meeks said that Mandalay Road has complaints. She tells them to tell your neighbors to stop blowing into the drain.

Council Member Rader asked for an Oakwater annexation update. Attorney Smith said the ordinance is done and City Clerk Meeks said the first reading could be September. She will let him know what we need for a map to go with the ordinance. She also confirmed to Council President Horn that this will not be for this fiscal year.

Chief Freeburg responded to Council Member Chotas that the City does rely on the State Attorney, depending on the nature of the cases. Chief Freeburg will update council next month on the Chief's meeting.

ADJOURNMENT

Council Member Rader made the motion to adjourn; second by Council Member Pierce. The meeting adjourned at 8:06 pm.

Richard A. Horn
Council President

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



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

DATE: September 4, 2020

RE: Levy and Budget Motions

As you know, there is specific Motion language that must be stated to approve the City's levy and final budget. I have provided the language for you below.

Approval of Millage

"I move to adopt Ordinance No. 2020-04 setting the City of Edgewood's millage rate for Fiscal Year 2020/2021 at 5.25 mills which represents a 6.02 percent increase over the roll-back rate of 4.9518 mills".

Roll Call Vote

Approval of Budget

"I move to adopt Resolution No. 2020-04 adopting the City of Edgewood's budget for fiscal year 2020/2021".

Roll Call Vote

ORDINANCE NO. 2020 - 04

AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES UPON THE ASSESSED REAL AND BUSINESS PERSONAL PROPERTY TAX ROLLS FOR FISCAL YEAR 2020/2021, BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, October 1, 2020 is the start of the new fiscal year for the City of Edgewood; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Edgewood, Orange County, Florida has been certified by the Orange County Property Appraiser to the City of Edgewood as \$ **395,988,836**; and

WHEREAS, a public hearing was held on September 9, 2020 on the proposed millage rate and all persons desiring to voice objection or make comment upon said millage rate were given an opportunity to do so; and

WHEREAS, on September 15, 2020, a public hearing was held on the final millage rate, as required by *Florida Statute* 200.065 and all persons desiring to voice objections or to make comment upon said millage were given an opportunity to do so.

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

Section 1. The City Council of the City of Edgewood deems it necessary to levy and does hereby levy a tax of **5.2500** mills upon all real and personal property within the City of Edgewood for operational purposes for Fiscal Year 2020/2021.

Section 2. The operating levy of **5.2500** mills represents a **6.02** percent increase over the rolled-back rate of **4.9518** mills.

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

PASSED AND ADOPTED by two-thirds majority vote of the governing members of the City Council of the City of Edgewood, Orange County, Florida at a public hearing on the **15TH** day of September, 2020.

FIRST READING: September 9, 2020.

SECOND READING: September 15, 2020.

John Dowless, Mayor

Richard Alan Horn, Council President

Ben Pierce
Council Member

Lee Chotas
Council Member

Chris Rader
Council Member

Susan Lomas
Council Member

ATTEST:

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

RESOLUTION NO. 2020-04

A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2020/2021, BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Edgewood, Orange County, Florida considered an annual budget for the next ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021; and

WHEREAS, a notice of public hearing on said budget was duly published on September 3, 2020 in the *Orlando Sentinel*; and

WHEREAS, a public hearing was held on September 9, 2020 and September 15, 2020, as required by *Florida Statute* 200.065, to consider the budget and all persons desiring to voice objections or make comments upon said budget were given an opportunity to do so.

WHEREAS, the City of Edgewood, Orange County, Florida set forth the appropriations and revenue estimate for its budget for Fiscal Year 2020/2021 in the amount of \$ 4,583,065.

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

Section 1. The City Council of the City of Edgewood, pursuant to its *Charter* and *Florida Statutes* does hereby adopt the attached (Exhibit "A") annual operating budget for Fiscal Year 2020/2021.

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

PASSED AND ADOPTED by the City Council of the City of Edgewood, Orange County, Florida at a public hearing on the 15th day of September 2020.

John Dowless, Mayor

Richard Alan Horn, Council President

Ben Pierce
Council Member

Lee Chotas
Council Member

Chris Rader
Council Member

Susan Lomas
Council Member

ATTEST:

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

EXHIBIT "A"
FINAL BUDGET
FISCAL YEAR 2020/2021

REVENUES	AMOUNT
General Fund	\$4,105,780
Transfer from GF Fund Balance	266,260
Roads & Streets	111,025
Transfer from R&S Fund Balance	\$100,000
TOTAL REVENUES	\$4,853,065

EXPENDITURES	AMOUNT
City Hall	\$339,173
Police Department	\$1,865,009
Insurance/IT/Grants/Contracts/Consultants	\$1,878,821
Stormwater/Contractual	\$12,000
Transfer GF to Roads & Streets	\$277,037
Roads & Streets	\$111,025
Transfer From R&S Fund Balance	\$100,000
TOTAL EXPENDITURES	\$4,853,065

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 **19th** day of **August, 2020**.

SECOND READING and adoption this **15th** day of **September, 2020**

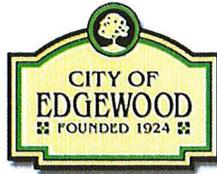
Richard Alan Horn, Council President

ATTEST:

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

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

ARTICLE 4
EMPLOYEE DISCIPLINARY PROCEDURES

- 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. 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, or 5 rounds (00 buck or slugs) per box for shotgun, each annual 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, 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.
- 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 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 "C" 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 Call (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 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 ~~Larue Avenue~~, Edgewood, Florida 32809-3406- ; and any such notice by the City shall be addressed to the Central Florida Police Benevolent Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida, 32301.

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**



Memo

To: Bea Meeks, City Clerk
CC: City Council
From: Sandy Riffle, Deputy City Clerk
Date: August 11, 2020
Re: 5357 Oak Terrace Drive -- Boat Dock Variance 2020-05

During the August 10, 2020 Planning and Zoning Board meeting, the Board considered a request for a variance for a boat dock located at 5357 Oak Terrace Drive. The applicant requests to allow the boat dock to remain at 13.5 feet above the NHWE instead of the 13 feet required by Code (Sec. 14-11(b)(4)).

The following information is included for your review:

- Application for Variance, boat dock plans and survey, date stamped July 14, 2020
- Letter from Streamline Permitting dated July 24, 2020
- Staff report from Allen Lane, P.E. CPH, dated July 22, 2020

Notice of Public Hearing letter was sent on July 30, 2020 to those property owners within 500 feet of the subject property. There were 30 Notices provided by U.S. Mail. There have been no objections as of the date of this memo.

The City Engineer is prepared to respond to any questions you may have regarding the variance request. The applicant from Streamline Permitting will also be in attendance.

Board Member Santurri made a motion to recommend approval of Variance 2020-05; Second by Board Member Kreidt. The motion was approved (3/0).



RECEIVED
 JUL 14 2020
 CITY OF EDGEWOOD

APPLICATION FOR VARIANCE

Reference: City of Edgewood Code of Ordinances, Section 126-588
REQUIRED FEE: \$350 RESIDENTIAL \$750 COMMERCIAL
(Plus Applicable Pass-Through Fees - Ordinance 2013-01)
 Please note this fee is non-refundable

Office Use Only:		Variance Application #:	Var-2020-05
Received Date:	7/14/2020	Received by:	Sandra Riffle
P&Z Meeting Date:	8/10/2020 (projected date)	City Council Meeting Date:	9/18/2020 (projected date)

IMPORTANT: A COMPLETE application with all required attachments and ten (10) copies must be submitted to the City Clerk ____ days before the next Planning & Zoning meetings. No application shall be deemed accepted unless it is complete and paid for. Notarized letter of authorization from Owner MUST be submitted if application is filed by anyone other than property owner.

Please type or print. Complete carefully, answering each question and attaching all necessary documentation and additional pages as necessary.

Applicant's Name:	Sheila Cichra	Owner's Name:	Michael Anderson
Address:	2154 Oak Beach Blvd, Sebring 33875	Address:	5357 Oak Terrace Drive
Phone Number:	(407) 450-4241	Phone Number:	(407) 467-6743
Fax:		Fax:	
Email:	sheilacichra@gmail.com	Email:	MikeOrlando1212@aol.com
Legal Description:	LEGACY 62/76 LOT 16		
Zoned:	PD		
Location:	5357 Oak Terrace Drive, Edgewood, FL 32839		
Tract Size:	.39 acres		
City section of the Zoning Code from which Variance is requested:	14 - 11 (b)(4)		
Request:	allow boathouse roof to be 13.5' above the NHWE		
Existing on Site:	sfr, with pool and boat dock		

The applicant hereby states that this request for Variance does not violate any deed restrictions on the property. Application must be signed by the legal owner, not agent, unless copy of power of attorney is attached.



To justify this variance, applicant must demonstrate the following:

1. That special condition and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same zoning classification
2. the special conditions and circumstances do no result from the action of the applicant
3. literal interpretation or enforcement of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification under the terms of the Ordinance
4. the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible for the regulation at issue
5. the variance sought will not authorize or extend any non-conforming use or other non-conformity with respect to the land or structures in questions
6. the granting of the variance will be in harmony with the general intent and purpose of this Ordinance, will not be injurious to the area involved, or surrounding properties, and will no authorize a use of the property not permitted by its zoning classification
7. the variance sought will be consistent with the Edgewood Comprehensive Plan

Applicant must agree that:

1. In granting any variance, the City may prescribe appropriate conditions and safeguards in conformity with the Ordinances, and any regulations enacted under its authority. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted shall be deemed a violation of Edgewood ordinances.

AGREE:	✓	DISAGREE:	
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2. The variance recommended by the Planning and Zoning Board and approved by the City Council shall expire in 12 months in accordance with Chapter 134-104 (3) (e).

AGREE:	✓	DISAGREE:	
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The applicant hereby states that the above request for Variance does not violate any deed restrictions on the property.

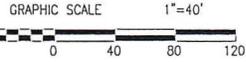
Applicant's Signature:	<i>Sheila Cichra</i>	Date:	07/14/2022
Applicant's Printed Name:	Sheila Cichra		
Owner's Signature:		Date:	
Owner's Printed Name:			

Please submit your completed application to City Hall via email at bmeeks@edgewood-fl.gov or sriffle@edgewood-fl.gov, via facsimile to 407-851-7361, or hand deliver to City Hall located at 405 Bagshaw Way. For additional questions, please contact City Hall at 407-851-2920.

RECEIVED

JUL 14 2020

CITY OF EDGEWOOD



SPECIAL PURPOSE SURVEY
LOCATE DOCK
5357 OAK TERRACE DR
ORLANDO FL. 32839

DOCK DETAIL 1" = 20'
NHWE = 91.36 NAVD
ROOF HEIGHT FROM DECK = 10.8' or 13.5' ABOVE NHWL
DECK ELEV = 94.09 NAVD or 2.73' ABOVE NHWL
DECK TO LAKE BOTTOM = 7.0'

LINE	Bearing	Distance
1	N81°31'22"W	181.30'
2	S48°04'54"E	182.30'
3	N57°02'30"E	15.24'
4	N58°01'41"E	21.00'

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PREPARED UNDER MY DIRECTION AND THAT THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE ADOPTED "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

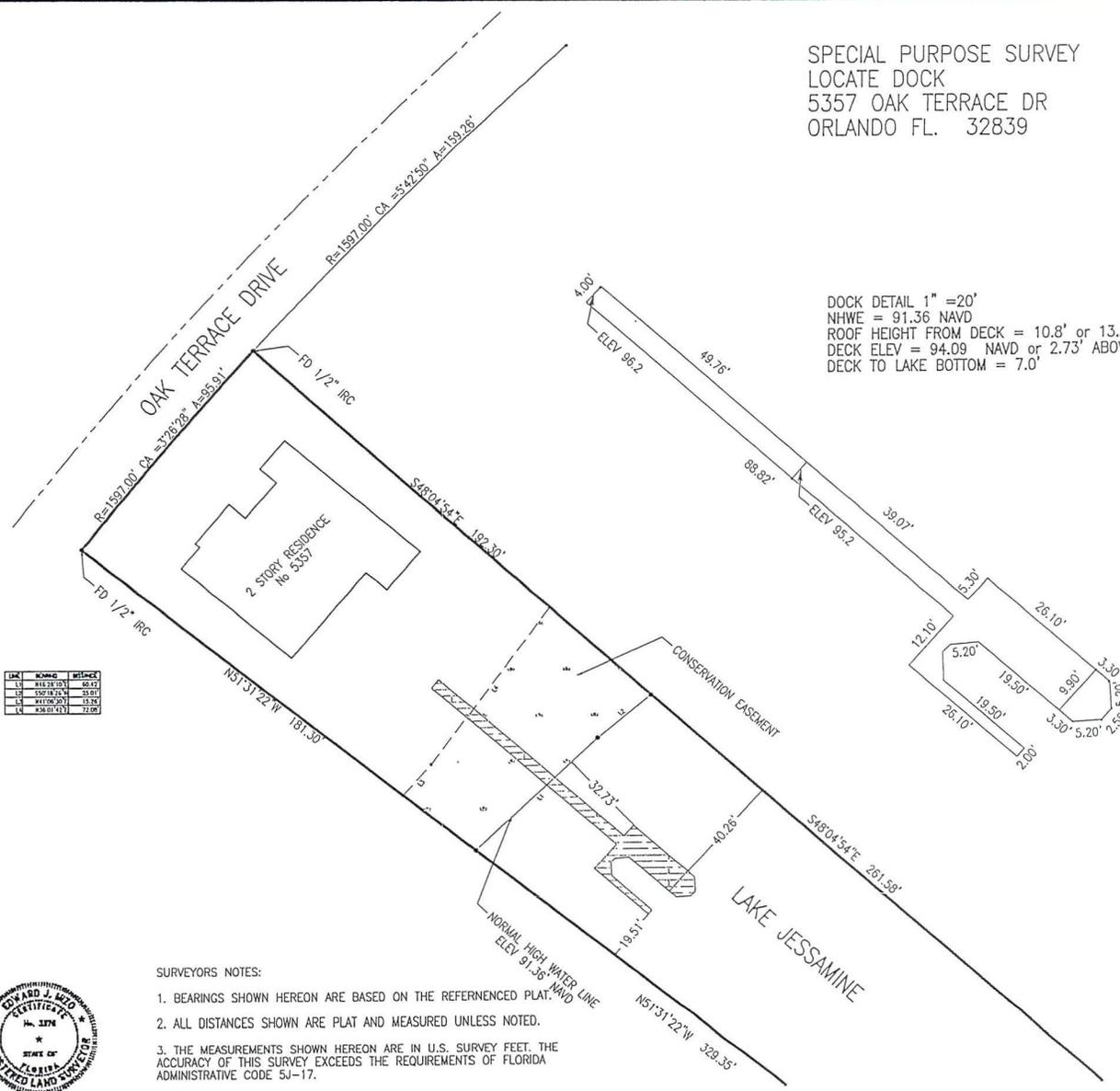
Edward Mizo, Jr
PLS
Digitally signed by Edward Mizo, Jr PLS
Date: 2020.07.13 17:55:15 -04'00'

EDWARD J MIZO
PROFESSIONAL SURVEYOR AND MAPPER NO. 3376
NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND SEAL OF A PROFESSIONAL SURVEYOR AND MAPPER.



SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE REFERENCED PLAT.
2. ALL DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS NOTED.
3. THE MEASUREMENTS SHOWN HEREON ARE IN U.S. SURVEY FEET. THE ACCURACY OF THIS SURVEY EXCEEDS THE REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE 5J-17.



FINAL DOCK LOCATION	JULY 9, 2020
SPECIAL PURPOSE SURVEY	
5357 OAK TERRACE DRIVE	
LEGACY	
LOT 16 PB 62 PAGE 83	
SECTION 14 TOWNSHIP 23 SOUTH, RANGE 29 EAST	
EDWARD MIZO PLS	
PROFESSIONAL LAND SURVEYOR	
175 ANCONA AVE	
DEERBARY, FL 32713	
(321) 436-8391	

RECEIVED

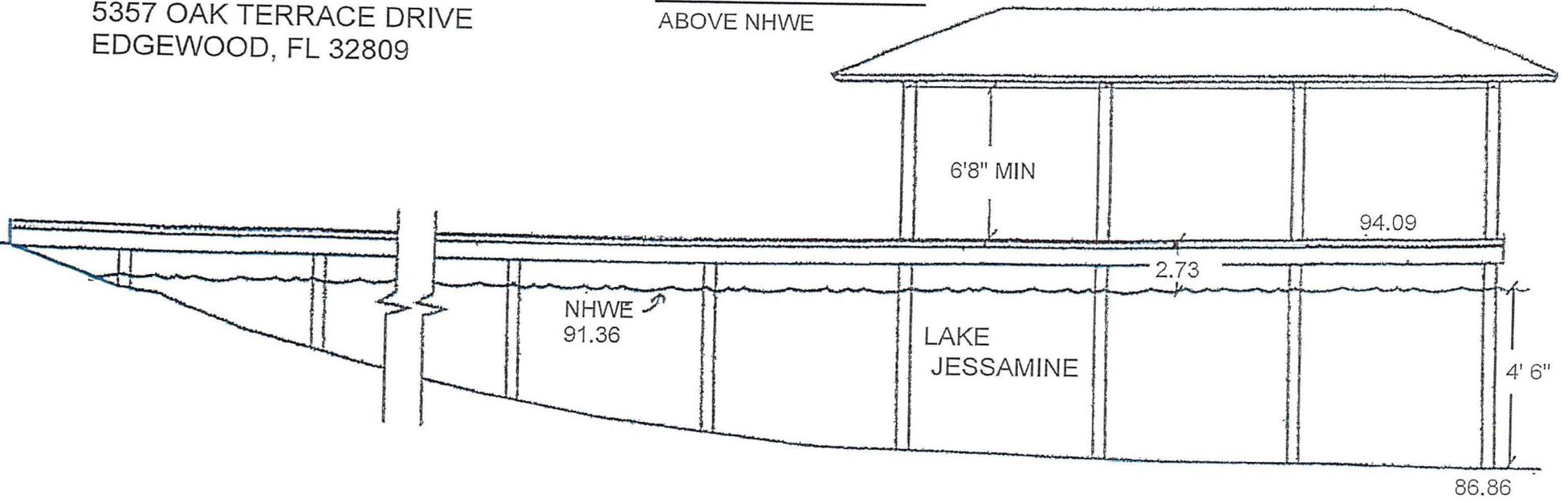
JUL 14 2020

CITY OF EDGEWOOD

ANDERSON ELEVATION
5357 OAK TERRACE DRIVE
EDGEWOOD, FL 32809

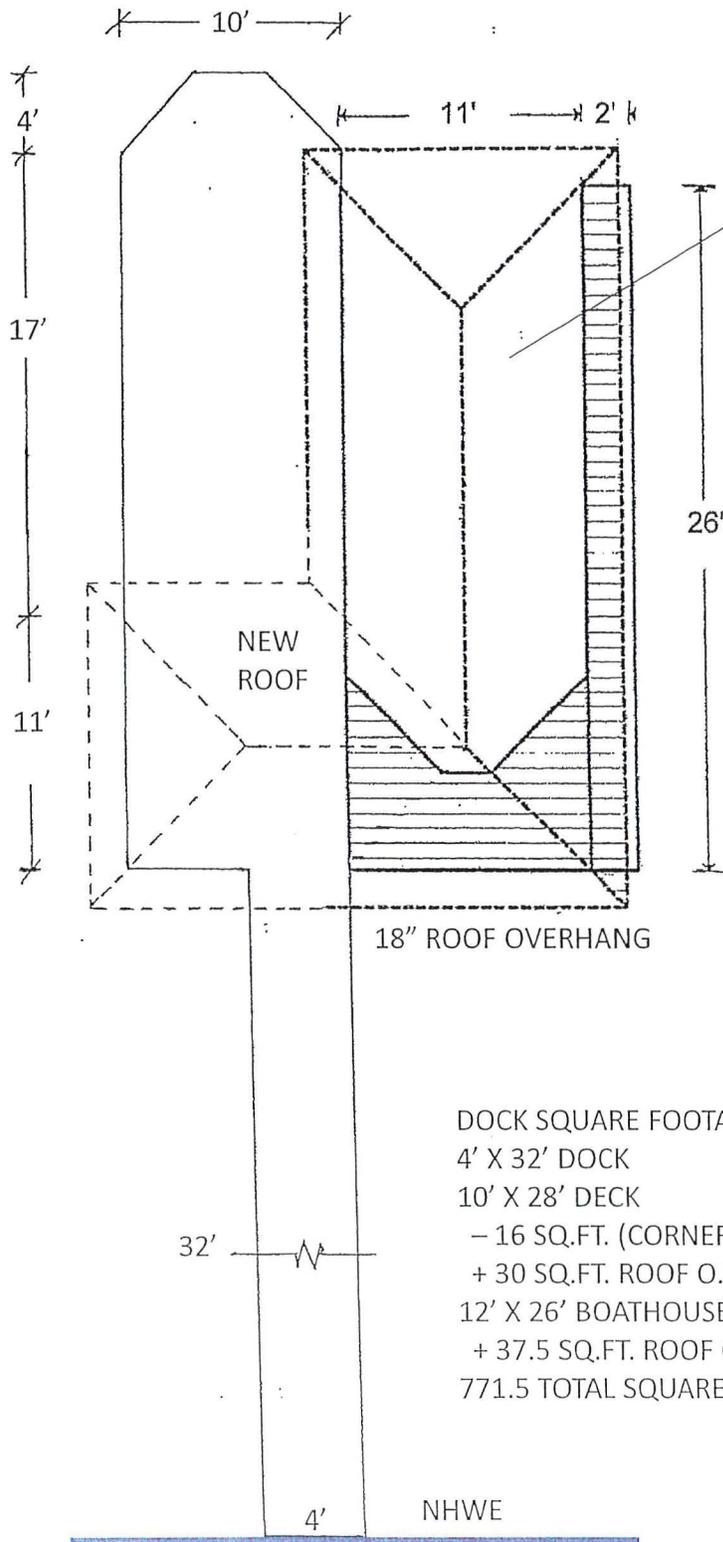
13.5' MAX
ABOVE NHWE

ELEVATION OF PEAK 104.86



∞

Plan View



REMOVE AND REPLACE A 13' X 26' UNCOVERED BOAT SLIP WITH A COVERED BOAT SLIP - IN THE SAME FOOTPRINT.

EXISTING DOCK AND DECK FOOTPRINT NOT TO BE ALTERED, EXCEPT THAT A 10' X 11' TILE ROOF WILL BE ADDED OVER THE SHORE SIDE OF THE DECK

DOCK SQUARE FOOTAGE
 4' X 32' DOCK
 10' X 28' DECK
 - 16 SQ.FT. (CORNERS)
 + 30 SQ.FT. ROOF O.H.
 12' X 26' BOATHOUSE
 + 37.5 SQ.FT. ROOF O.H.
 771.5 TOTAL SQUARE FEET



This item has been electronically signed and sealed by Pavol Stankay using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Pavol Stankay
 DN: c=US, o=IdenTrust ACES
 Unaffiliated Individual, cn=Pavol Stankay,
 0.9.2342.19200300.100.1.1=A010
 97C00000161F804505700000D8
 E
 Date: 2019.11.18 03:48:50 -05'00'

Anderson 5357 Oak Terrace Drive, Orlando

Pavol Stankay PE # 29059 2227 Mercator Drive Orlando, FL 32807 (407) 701-2145



Date: July 24, 2020
To: City of Edgewood
From: Sheila Cichra
Re: 5357 Oak Terrace Drive – boat dock height variance criteria

A. Average length of other docks in the surrounding 300-foot area:

Not applicable. The dock length meets code.

B. The reasonable use of the property by the owner:

The owner should be able to have a boathouse roof beam at the standard head clearance and have a functional and aesthetically pleasing roof pitch.

C. The effects the dock will have on navigation and safety of boaters:

The additional 6" of roof height has no effect on navigation or boater safety.

D. The overall general welfare of the neighborhood:

The additional height is not even noticeable to the untrained eye.

E. Whether special conditions exist such that strict compliance with the provisions of this article would impose a unique and unnecessary hardship on the applicant:

The boathouse roof was added to an existing dock, which was already constructed 2.73' above the NHWE. To correct the situation would require tearing the roof off and rebuilding it.

F. The effect of the proposed variance on abutting shoreline property owners:

There is no appreciable impact on the adjacent property owners, as the height difference is barely noticeable.

G. Whether the granting of the variance would be contrary to the intent and purpose and this article

The granting of this height variance does not affect the recreational use of the lake nor does it impact the riparian or littoral rights of other property owners.

H. A variance may be granted if it is necessary to reach a water depth suitable for boating, but in no event shall a dock be extended in length beyond where the water depth will exceed five feet as measured from the normal high water elevation.

Not applicable. The dock length meets code.



1117 East Robinson Street
Orlando, Florida 32801
Phone: 407.425.0452

To: Planning and Zoning Board
XC: Sandy Riffle
Bea Meeks
Drew Smith

From: Allen C. Lane, Jr., P.E.

Date: July 22, 2020

RE: Variance for roof height of newly constructed dock boat house
5357 Oak Terrace Drive

- I. Requested action by Board:
Consideration of approval or denial of the requested variance:

Variance of General Ordinance, Chapter 14 – Boat Docks, Section 14-11 (b) (5) Height of boat docks; to allow the constructed boat dock boat house to remain at 0.5 feet (6.0 inches) above the maximum allowable height.

Section 14-11 (b)(5) – The maximum height shall be 13 feet above the normal high water line of the applicable lake.

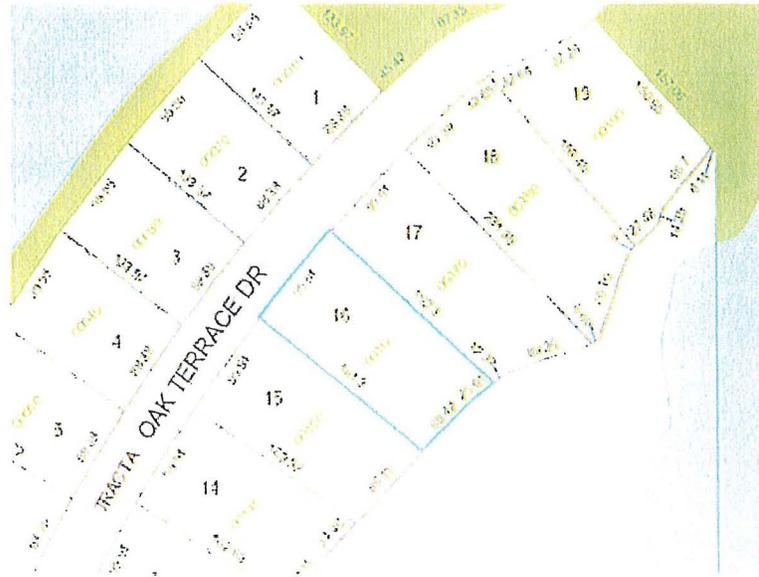
The boat house was constructed 0.5 feet above the maximum height.



Photo of completed boat house

II Relevant Facts

Owner: Michael Anderson and Laura Langford
Address: 5357 Oak Terrace Drive
Tax parcel ID number: 14-23-29-4989-00-160
Lot: LOT 16, Legacy Oaks
Zoning: PD
Lake or canal: Lake Jesamine



Location of lot from Orange County Property Appraiser Website

III Request for Variance

The boat house was constructed as part of an approved set of plans and permit application. The application approval letter noted the maximum height of the boat house shall be 13 feet above the normal high water elevation (NHWE) of the lake, as measured to the top of the tile roof. Upon receipt of the as-builts, it was noted the top of the boat house was constructed 13.5 feet above the NHWE.

IV Variance Approval Criteria

Per Section 134-104(3)b of the City's code, approval of the requested variance requires the board to find the following six (6) criteria (in bold below) to be true. The applicant has submitted a letter addressing each of the variance criteria. A copy of the letter is included with this report.

- a. **Average length of other docks in the surrounding 300-foot area;**
The variance being requested is for finished height of the boat house roof. The length of dock meets code. Therefore, this item is not applicable.
- b. **The reasonable use of the property by the owner;**

The reasonable use of the property is not affected. The overall height limit was exceeded due to the roofing materials installed, which has caused the structure to not be within code requirements for overall height.

- c. The effects the dock will have on navigation and safety of boaters;**
The navigation and safety of boaters is not affected by the variance as it deals with the final height of the structure and not the size or length of the dock.
- d. The overall general welfare of the neighborhood;**
Would not anticipate any impact to the general welfare of the neighborhood. The difference is not immediately visible and was only determined by field measurements and from the final as-builts of the structure.
- e. Whether special conditions exist such that strict compliance with the provisions of this article would impose a unique and unnecessary hardship on the applicant;**
Strict compliance with the provision would result in the home owner requiring the contractor to remove the roof and lower the side height by at least 6 inches, and then reconstruct the boat house roof.
- f. The effect of the proposed variance on abutting shoreline property owners;**
The proposed variance would not be contrary to the intent and purpose of this article. As identified by Section 14-12, the purpose and intent deal with three items; navigation within the water body; continued recreational uses of the water body; and protection of the riparian and littoral rights of the applicant and other property owners. The variance requested does not affect navigation or uses of the body of water.
- g. Whether the granting of the variance would be contrary to the intent and purpose and this article; and**
As noted in "f" above, the intent is to protect the navigation of the water body, provide recreational uses of the water body and protect the riparian and littoral rights of the applicant and other property owners. The requested variance does not affect the uses of the body of water or the riparian and littoral rights of the other property owners.
- h. A variance may be granted if it is necessary to reach a water depth suitable for boating, but in no event shall a dock be extended in length beyond where the water depth will exceed five feet as measured from the normal high water elevation.**
The variance being requested is for finished height of the boat house roof. The length of dock meets code. Therefore, this item is not applicable.

Please see attached letter from the applicant addressing the items above.

Based on our review of the application, the response letter from the applicant and our inspection of the constructed dock, CPH does not have any objections to the request for variance.

ANDERSON BOATHOUSE SITE PLAN
 5357 OAK TERRACE DRIVE
 ORLANDO, FL 32839

REVISIONS
 DATE: 11/11/11
 BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]



- LEGEND**
- DR - 12" Dia. 40' x 40' x 4" Deep
 - OR - 12" Dia. 40' x 40' x 4" Deep
 - CP - 12" Dia. 40' x 40' x 4" Deep
 - CL - 12" Dia. 40' x 40' x 4" Deep
 - CS - 12" Dia. 40' x 40' x 4" Deep
 - CR - 12" Dia. 40' x 40' x 4" Deep
 - CA - 12" Dia. 40' x 40' x 4" Deep
 - CB - 12" Dia. 40' x 40' x 4" Deep
 - CC - 12" Dia. 40' x 40' x 4" Deep
 - CD - 12" Dia. 40' x 40' x 4" Deep
 - CE - 12" Dia. 40' x 40' x 4" Deep
 - CF - 12" Dia. 40' x 40' x 4" Deep
 - CG - 12" Dia. 40' x 40' x 4" Deep
 - CH - 12" Dia. 40' x 40' x 4" Deep
 - CI - 12" Dia. 40' x 40' x 4" Deep
 - CJ - 12" Dia. 40' x 40' x 4" Deep
 - CK - 12" Dia. 40' x 40' x 4" Deep
 - CL - 12" Dia. 40' x 40' x 4" Deep
 - CM - 12" Dia. 40' x 40' x 4" Deep
 - CN - 12" Dia. 40' x 40' x 4" Deep
 - CO - 12" Dia. 40' x 40' x 4" Deep
 - CP - 12" Dia. 40' x 40' x 4" Deep
 - CQ - 12" Dia. 40' x 40' x 4" Deep
 - CR - 12" Dia. 40' x 40' x 4" Deep
 - CS - 12" Dia. 40' x 40' x 4" Deep
 - CT - 12" Dia. 40' x 40' x 4" Deep
 - CU - 12" Dia. 40' x 40' x 4" Deep
 - CV - 12" Dia. 40' x 40' x 4" Deep
 - CW - 12" Dia. 40' x 40' x 4" Deep
 - CX - 12" Dia. 40' x 40' x 4" Deep
 - CY - 12" Dia. 40' x 40' x 4" Deep
 - CZ - 12" Dia. 40' x 40' x 4" Deep



Legal Description (per DP Book 1011, Page 10)
 and as largely amended by the plat thereof as recorded in DP Book 1011, Page 10
 through the actions of the Public Officers of Orange County, Florida

DATE	11/11/11
BY	[Signature]
CHECKED BY	[Signature]
APPROVED BY	[Signature]
SCALE	1" = 10'

NOTICE
 1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
 2. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY CODE AND ORDINANCES.
 3. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY CODE AND ORDINANCES.
 4. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY CODE AND ORDINANCES.
 5. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY CODE AND ORDINANCES.



Edgewood Police Department September City Council Report 2020

	August	September
Residential Burglaries	0	0
Commercial Burglaries	0	0
Auto Burglaries	2	6
Theft	3	4
Assault/Battery	1	3
Sexual Battery	0	1
Homicides	0	0
Robbery	0	0
Traffic Accident	10	11
Traffic Citations	142	123
Red Light Citations	360	563
Traffic Warnings	381	298
Felony Arrests	2	3
Misdemeanor Arrests	5	1
Warrant Arrests	0	1
Traffic Arrests	2	3
DUI Arrests	2	2

Department Highlights:

- In the last month the Edgewood Police Department wrote 2 warrants. One was for an arrest and the other was an investigative warrant.
- On August 21st the Orange County Public Schools opened up for the first time since COVID-19. During this first week back, additional officers were assigned to work the bus stops and make sure the children were safe during this transition of going back to school.
- Since August 25th the City of Edgewood and Orange County has seen a spike in vehicle burglaries. The suspects appeared to be looking for weapons and credit cards-targeting specific vehicles. The police department is working with OCSO and Orlando Police Department regarding these cases.
- On the evening of September 4th the Edgewood Police Department, in partnership with the Orange County Sheriff Office, hosted “Drive Sober or Get Pulled Over” event. Numerous agencies participated in this event-including FHP, Orlando, Oaklynn, Belle Isle, Maitland, and Ocoee.
- The Edgewood Police Department, on behalf of the city, summited the OC CARES grant. This grant was completed by Stacey Salemi in the amount of approximately \$32,000.