

Ray Bagshaw
Mayor

Pamela Henley
Council Member

Judy Beardslee
Council President

Lee Chotas
Council Member

Neil Powell
Council Member

John Dowless
Council Member

**CITY COUNCIL AGENDA
REGULAR MEETING
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, November 20, 2012
6:30 p.m.**

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

A. CALL TO ORDER

B. INVOCATION:

C. PLEDGE OF ALLEGIANCE:

D. ROLL CALL AND DETERMINATION OF A QUORUM

E. CONSENT AGENDA

Approval of the following Minutes:

- October 16, 2012 Regular Council Meeting (Pgs. 1 – 8)
- October 23, 2012 Special Meeting (Pgs. 9 – 13)
- October 23, 2012 Workshop (Pgs. 14 -16)

(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.)

F. PRESENTATIONS

- Chief Marcus

G. ORDINANCES – FIRST READING

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

1. **ORDINANCE 2012-10** AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 134, "ZONING", ARTICLE I OF THE CODE OF ORDINANCES OF THE

CITY OF EDGEWOOD, FLORIDA TO PROVIDE A DEFINITION FOR PAIN MANAGEMENT CLINICS; AMENDING CHAPTER 134, "ZONING", ARTICLE IV, "DISTRICT REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF EDGEWOOD, FLORIDA TO AMEND CERTAIN USE SCHEDULES RELATED TO PAIN MANAGEMENT CLINICS; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE P-O, PROFESSIONAL OFFICE ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE C-1, RETAIL COMMERCIAL ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE C-2, GENERAL COMMERCIAL ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE C-3, WHOLESALE COMMERCIAL ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND CONFLICTS, AND ESTABLISHING AN EFFECTIVE DATE. (Pgs. 17 – 22)

2. **ORDINANCE 2012-11-** AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, PROHIBITING GRAFFITI; PROVIDING A DEFINITION OF GRAFFITI; PROVIDING PROCEDURES FOR ABATEMENT OF GRAFFITI BY THE CITY; PROVIDING AUTHORITY FOR THE CITY OF EDGEWOOD TO IMPOSE A LIEN FOR THE COST OF ABATEMENT OF GRAFFITI; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Pgs. 23 – 25)

1. **UNFINISHED BUSINESS**

- **RESOLUTION 2012-05** A RESOLUTION OF THE CITY OF EDGEWOOD, SUPPORTING CENTRAL FLORIDA'S "OPEN FOR BUSINESS" INITIATIVE TO PROMOTE BUSINESS CLIMATE, GREAT SERVICE, JOB CREATION AND BUSINESS INVESTMENT; PROVIDING AN EFFECTIVE DATE. (Pgs. 26 – 29)

2. **NEW BUSINESS**

- **RESOLUTION 2012-04** RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF EDGEWOOD FOR THE ADOPTION OF THE CITY OF EDGEWOOD'S CAFETERIA PLAN. (Pgs. 30 – 72)
- **ORDINANCE 2012-12** AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 34, LICENSES AND BUSINESS REGULATIONS, CREATING ARTICLE VI, HERBAL INCENSE AND BATH SALTS; BY ADDING SECTION 34-137, "SALE OR DISPLAY OF HERBAL LICENCE AND BATH SALTS"; PROHIBITING THE SALE, DISPLAY OR DISTRIBUTION OF HERBAL INCENSE AND BATH SALT PRODUCTS; PROVIDING DEFINITIONS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY, CODIFICATIONS, CONFLICTS, AND AN EFFECTIVE DATE. (Pgs. 73 – 78)

3. **GENERAL INFORMATION** (No action required)

- Municipal General Election to be held on Tuesday, March 12, 2013; Election Notice will be posted December 16, 2012, in compliance with City Charter (Pgs. 79 – 80)
- City participating in Toys For Tots; unwrapped gifts can be dropped off at City Hall and

Police Department

4. CITIZEN COMMENTS

5. BOARDS & COMMITTEES

6. STAFF REPORTS

1. Police Chief

2. City Clerk

- Pass-through Fees (Pgs. 81 – 96)
- From the Desk of the City Clerk (informational only) (Pgs. 97 – 98)

3. City Attorney

7. MAYOR & COUNCIL REPORTS

8. ADJOURNMENT

UPCOMING MEETINGS:

December 18, 2012....City Council Regular Meeting

January 15, 2013.....City Council Regular Meeting

February 19, 2013.....City Council Regular Meeting

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

**EDGEWOOD CITY COUNCIL
OCTOBER 16, 2012 CITY COUNCIL REGULAR MEETING**

On Tuesday, October 16, 2012, Council President Beardslee called the Edgewood City Council Regular Meeting to order at 6:30 p.m. The invocation was given by Council Member Chotas, who gave a 17th century prayer from the British House of Commons, followed by the Pledge of Allegiance.

The following attendance is noted:

Attendees:

Ray Bagshaw, Mayor
Judy Beardslee, Council President
Neil Powell, DDS, Council Member
Pam Henley, Council Member
John Dowless, Council Member
Lee Chotas, Council Member

Staff

City Clerk Meeks
Chief Marcus
City Attorney Smith

CONSENT AGENDA

Approval of the following Minutes:

- August 21, 2012 – Regular City Council Meeting
- September 18, 2012 – Regular City Council Meeting

Council Member Dowless made the Motion to approve the Minutes; with Second by Council Member Powell.

City Clerk Meeks noted that corrections to the September 18, 2012 minutes were provided by Council Member Chotas. Council Member Chotas' request was to delete one sentence, and replace with another that "deals" with the Motion to direct the Mayor to put money from the City's funds into an interest bearing account. City Clerk Meeks confirmed the request is to replace the sentence "He said that the money needs to be moved by next month", with "Council Member Chotas strongly suggested shifting all City funds held in financial institutions to interest bearing account so that revenues could be received". Council Member Chotas confirmed that this is the only change. Council Member Chotas confirmed this did not include the operational funds. In response to Council President Beardslee, Council members agreed with the correction given. Council Member Chotas confirmed that he is talking about all funds except operational. **The Motion, with correction was unanimously approved.**

Chief Marcus introduced new Reserve Officer Husic, who replaced Reserve Officer Bobby Butler, who accepted a full time job.

Council President Beardslee recognized Boy Scout Troop 23, who was in attendance.

1. Proclamation – Pancreatic Cancer Awareness Month

Mayor Bagshaw read and presented a Proclamation recognizing Pancreatic Cancer Awareness Month to Selena Baker. Ms. Baker spoke briefly about pancreatic cancer and said that she did leave some brochures regarding this cause for Council and the public.

2. Old Florida National Bank

Council President Beardslee recognized representatives from Old Florida National Bank. David Gragg provided an information folder to Council Members. He explained ICS (insured cash sweep) products. He said the current rate the City of Edgewood is getting is .40 basis points. He said the City's information is not shared with other entities. Mr. Gragg said it is the same concept as CEDARS. Council President Beardslee said she will have a plethora of questions. She said Council Members just received the information after the fact, and she understands funds have already been deposited. Council Member Chotas said he wants to know in advance if the City is going to get hit with fees, and if the interest rate is going down. Mr. Gragg said either himself or Alyson Bass will have a point of contact in the City. He said they will be in communication with the City monthly. Council Member Chotas said he doesn't want to be surprised and wants the Mayor to have advance notice, so that he has time to make a change. Council Member Chotas said the primary concern is the citizens in the City and that their return is maximized. Mr. Gragg said he can email it to her. Mr. Gragg said that through public funds, Old Florida has been in existence since 1982, but does not know how long they have been certified. Mr. Gragg said he can get that information for Council President Beardslee. He said Old Florida does handle other public funds but not at liberty to say who. Council President Beardslee said she did look at their Call Report and noted that September was not posted. Mr. Gragg said the September Call Report will be posted soon. Mayor Bagshaw suggested a special meeting. It was agreed that a special meeting will be held on October 23, 2012 at 9 a.m. Council President Beardslee said she would like an ICS and CEDARS blank agreement before the special meeting.

ORDINANCES – FIRST READING

ORDINANCE 2012-10 AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 134, "ZONING", ARTICLE I OF THE CODE OF ORDINANCES OF THE CITY OF EDGEWOOD, FLORIDA TO PROVIDE A DEFINITION FOR PAIN MANAGEMENT CLINICS; AMENDING CHAPTER 134, "ZONING", ARTICLE IV, "DISTRICT REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF EDGEWOOD, FLORIDA TO AMEND CERTAIN USE SCHEDULES RELATED TO PAIN MANAGEMENT CLINICS; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE P-O, PROFESSIONAL OFFICE ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE C-1, RETAIL COMMERCIAL ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE C-2, GENERAL COMMERCIAL ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE C-3, WHOLESALE COMMERCIAL ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND CONFLICTS, AND ESTABLISHING AN EFFECTIVE DATE.

City Attorney Smith read Ordinance 2010-10 in title only. ***Council Member Powell made the Motion to approve the First Reading of Ordinance 2012-10; with Second by Council Member Dowless.*** City Attorney Smith explained that a display ad was required for public notice, and this is

why the Ordinance is being read as first reading again. City Attorney Smith responded to Council Member Powell’s question given in a previous meeting regarding the definition of a pain management clinic. Council Member Powell brought back the question regarding Select Medical and their zoning in C-3 zoning. City Clerk Meeks said they received a special exception.

Council President Beardslee opened for public hearing . There being no comments, the public hearing was closed.

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

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

Council President Beardslee announced that the second and final hearing will be held on November 20, 2012.

ORDINANCE 2012-11- AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, PROHIBITING GRAFFITI; PROVIDING A DEFINITION OF GRAFFITI; PROVIDING PROCEDURES FOR ABATEMENT OF GRAFFITI BY THE CITY; PROVIDING AUTHORITY FOR THE CITY OF EDGEWOOD TO IMPOSE A LIEN FOR THE COST OF ABATEMENT OF GRAFFITI; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Smith read Ordinance 2012-11 in title only. ***Council Member Powell made the Motion to approve the First Reading of Ordinance 2012-11; with Second by Council Member Henley.*** City Attorney Smith said the Ordinance is being presented at the request of Council Member Powell. He referred Council’s attention to the definition of graffiti. He said some people’s art is another person’s graffiti. City Attorney Smith confirmed for Chief Marcus when the Ordinance becomes effective, it will come under the purview of Code Enforcement, and said the Chief can use a County citation for this.

Council President Beardslee opened for public hearing . There being no comments, the public hearing was closed.

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

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

Council President Beardslee announced that the second and final hearing will be held on November 20, 2012.

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

1. **ORDINANCE 2012-05** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, RELATING TO SIGNS; AMENDING THE DEFINITION OF GROUND SIGNS; PROVIDING A DEFINITION FOR PEDESTAL BASE; AMENDING THE REQUIRED SETBACKS FOR GROUND SIGNS; PROVIDING FOR CONFLICT AND SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

City Attorney Smith read Ordinance 2012-05 in title only. ***Council Member Powell made the Motion to approve the Second and Final Reading of Ordinance 2012-05; with Second by Council Member Dowless.*** Council President Beardslee said she thought Council was waiting until January to address the sign Ordinance. In response to Council President Beardslee, City Attorney Smith said that there are two Ordinances; one that is more substantive and this Ordinance that relaxes the requirements of a pole sign for those that want to comply now. City Attorney Smith said that the Ordinance is making the code less restrictive. In response to Council President Beardslee, Mayor Bagshaw said the business owners know that they have the option to comply.

Council President Beardslee opened for public hearing. Resident JT Blanton said this Ordinance covers those business owners who have dropped their signs. There being no other comments, the public hearing was closed. Council Member Chotas called to question. ***Council Member Powell moved to table the matter. There being no second, the Motion to table died.***

The Ordinance passed with the following roll call vote (4/1):

<i>Council Member Henley</i>	<i>Favor</i>
<i>Council President Beardslee</i>	<i>Favor</i>
<i>Council Member Chotas</i>	<i>Favor</i>
<i>Council Member Dowless</i>	<i>Favor</i>
<i>Council Member Powell</i>	<i>Nay</i>

2. **ORDINANCE 2012-07** AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA AUTHORIZING THE CHIEF OF POLICE TO DESIGNATE TRAFFIC INFRACTION ENFORCEMENT OFFICERS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND SETTING AN EFFECTIVE DATE.

City Attorney Smith read Ordinance 2012-07 in title only. ***Council Member Powell made the Motion to approve the Second and Final Reading of Ordinance 2012-07; with Second by Council Member Chotas.*** In response to Council Member Powell, City Attorney Smith said that having the authorized designated officers is good if asked by the Court. In response to Council Member Henley, Chief Marcus said this will not affect his budget because "they make it work". In response to Council President Beardslee, Chief Marcus and City Attorney Smith said this will not affect their accreditation.

Council President Beardslee opened for public hearing. There being no comments, the public hearing was closed. Council President Beardslee called to question.

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

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

Council Member Chotas excused himself from the meeting.

- 3. **ORDINANCE 2012-09** AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, REPEALING AND REPLACING CHAPTER 106 OF THE CODE OF ORDINANCES; TO DESIGNATING A FLOODPLAIN ADMINISTRATOR; ADOPTING PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR CODIFICATION, CONFLICT, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

City Attorney Smith read Ordinance 2012-09 in title only. *Council Member Powell made the Motion to approve the Second and Final Reading of Ordinance 2012-07; with Second by Council Member Henley.* In response to Council Member Powell, City Attorney Smith said the changes provided to Council was due to courtesy review by FEMA. He said there were a few changes including, the City was accepted for participation in the National Flood Insurance Program on September 29, 1978. He said there were no substantive changes.

Council President Beardslee opened for public hearing. There being no comments, the public hearing was closed. Council President Beardslee called to question.

The Ordinance passed with the following roll call vote (4/0):

<i>Council Member Powell</i>	<i>Favor</i>
<i>Council Member Dowless</i>	<i>Favor</i>
<i>Council President Beardslee</i>	<i>Favor</i>
<i>Council Member Henley</i>	<i>Favor</i>
<i>Council Member Chotas</i>	<i>Absent</i>

UNFINISHED BUSINESS

None.

NEW BUSINESS

- 1. Comp Plan – Proposed Workshop Schedule

Mayor Bagshaw suggested moving the workshop to November; however, after some discussion, the workshop was scheduled for October 23, 2012; 10:00 a.m. to 12:00 p.m.

- 2. “Open For Business” Streamlined Permitting & Memorandum of Understanding

Mayor Bagshaw explained that Orange County and Orange County municipalities have been working together to approve, and send to Governor Scott a Memorandum of Understanding to help promote streamline permitting, which will result in economic development. In response to Council President Beardslee, Mayor Bagshaw said that adopting the Memorandum of Understanding will not affect the City’s process. City Attorney Smith said it can be brought back as a Resolution to adopt the Memorandum Of Understanding, or just adopt the Memorandum Of Understanding. *Council President Beardslee made the Motion to approve the Memorandum of Understanding Central Florida’s “Open for Business” Initiative to Promote Business Climate, Great Service, Job Creation and Business Investment; with Second by Council Member Dowless. The Motion was unanimously approved (4/0).*

GENERAL INFORMATION (No action required)

None.

CITIZEN COMMENTS

None.

BOARDS & COMMITTEES

None.

STAFF REPORTS***Police Chief***

Chief Marcus reported that the City has an Ordinance related to solicitors. He said the Police Department is in the process of moving this forward because of resident complaints. The process will include issuing ID cards, training with officers, which will give a vehicle to address the solicitors not complying with the Ordinance. Also, they will complete arrangements with Orange County to cite the solicitors if they do not have a City badge that allows them to solicit in the City. Chief Marcus said they are waiting for final approval from Orange County to accept the City's Ordinance, and then begin the process. In response to Council Member Henley, he said the ID card is a clip-on, with the solicitor's picture. Chief Marcus said there will be an article in the next newsletter. Resident JT Blanton said he does ask for their permit when someone comes to his door trying to sell him something.

Chief Marcus referred Council to his Quarterly report.

City Clerk

City Clerk Meeks provided the following in her report:

- Referred Council to her "From the desk of the City Clerk" memo.
- Reminded Council that newsletter articles need to be submitted to Administrative Assistant Wild on or before November 1, 2012.
- City Clerk discussed fees for permits and noted that the current fee is not always covering the cost of the engineer's fees. City Clerk Meeks said the City has an Ordinance that allows them to pass the cost onto the applicant but it was never adopted into the City's fee schedule. Council directed City Clerk Meeks to prepare a cost spreadsheet for Council's review. City Clerk Meeks also ask Council to consider a fee for zoning clearance; no action taken on this request.
- City Clerk Meeks informed Council that an Engagement Letter from Tom Reilly, Auditor; needs to be signed. ***It was the consensus of the Council that Mayor Bagshaw sign the Engagement Letter.***

City Attorney

City Attorney Smith informed Council of the concerns municipalities have concerning synthetic marijuana. Council President Beardslee said she thinks the Council should be proactive. City Attorney Smith said he will provide an Ordinance for the next Council meeting. In response to Council President Beardslee, Chief Marcus said Scott Zane can make a presentation regarding social website.

MAYOR & COUNCIL REPORTS*Mayor Bagshaw*

Mayor Bagshaw reported on the following:

- Announced a classic car show will be held on November 29, 2012.
- Announced October 25th is Identity Theft prevention week, and that the Chamber is bringing information to hand out at the Farmer's Market
- Announced Cintas will provide free shedding at Farmer's Market on October 25, 2012.
- Announced that on December 20th Orange County will provide a wellness check at the Farmer's Market. Santa Clause will arrive in an Orange County Fire truck at this event.
- Announced Toys for Tots festivities will be held on December 15, 2012.

Mayor Bagshaw said that Council City might want to consider constructing a gazebo in the lot next to City Hall.

Council Member Henley

No report.

Council Member Powell

Council Member Powell reported that he is still working with Department of Transportation on clearing/cleaning the railroad right-of-way.

Council Member Dowless

No report.

Council President Beardslee

No report.

ADJOURNMENT

There being no further business or discussion, **Council Member Dowless made the Motion to adjourn the meeting; with Second by Council Member Henley. The Council meeting adjourned at 8:55 p.m.**

ATTEST:

Judy Beardslee
Council President

Bea L. Meeks, MMC, CPM
City Clerk

APPROVED BY CITY COUNCIL ON NOVEMBER 20, 2012.

DRAFT

**EDGEWOOD CITY COUNCIL
OCTOBER 23, 2012 CITY COUNCIL SPECIAL MEETING**

On Tuesday, October 23, 2012, Council President Beardslee called the Edgewood City Council Special Meeting to order at 9 a.m. Council President Beardslee chose to forgo the Pledge of Allegiance and Invocation.

The following attendance is noted:

Attendees:

Ray Bagshaw, Mayor
Judy Beardslee, Council President
Pam Henley, Council Member
L John Dowless, Council Member
Lee Chotas, Council Member

Absent:

Neil Powell, DDS, Council Member

Staff

City Clerk Meeks
Chief Marcus
City Attorney Smith

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Upon calling the meeting to order, Council President Beardslee said she thought Council would have an opportunity to speak to representatives from Old Florida National Bank. Mayor Bagshaw said he felt there needed to be some things put on the table first, including due diligence, before meeting with bank representatives. He said that when he reviewed the process in the past, First Southern was not brought to Council, they were approved based on being insured and other factors. Mayor Bagshaw said when Patty Conn was on staff, he ask her to check into banks and the interest options available. He said they checked with Wells Fargo, who said the City wasn't big enough to be a prime customer. He said there was discussion that the City should not put all their funds in one bank. He said he talked to First Southern and ask them to look at the City's account again for interest options because the City has not been bearing a lot of interest. Mayor Bagshaw said Old Florida was not making a first presentation at the October 16, 2012 Council meeting, he felt there was miscommunication in that regard. He said he thinks it doesn't matter where the City funds are as long as it is a liquid account and the funds can be moved. He said there are only two banks in Florida that have the "bauer" rating and Old Florida is one of them. The Mayor said he is not sold on any one bank, and he has no

problem moving funds into a bank where the City draws better interest. Mayor Bagshaw said he wanted "to get this out" and if Council wants to look at other options, he is okay with that. Mayor Bagshaw said that he and Council Member Dowless have signed the bank cards; Council President Beardslee said that is good because it is better to have more than one person. He said Old Florida has a copy of the minutes showing that Council approved the transfer; Wells Fargo also requested this information. He said he wanted to have this discussion to clear the air and know what "are the issues". He said the money is at Old Florida and the City needs to decide if they want to pursue other banks or leave it at Old Florida. He said the City could have been drawing interest for the past four or five months, but the City was not drawing interest, and didn't for years. He said the money needs to be where it serves the best interest of the stakeholders; the stakeholders being the taxpayers of Edgewood. The Mayor said he wants "real clear direction" as to what the Council wants. The Mayor said he discussed this with the City Attorney prior to the meeting.

Council Member Chotas said before Council discusses what they want to do with the funds he wanted to put the following statement into the record:

"Before the Council discusses matters in this Special meeting, I must make a few comments and recuse myself. Last December when I joined this Council, City monies were deposited in non-interest bearing accounts in amounts in excess of \$250,000. The Mayor, to his credit, evaluated this situation and proposed holding reserve funds in interest bearing accounts in amounts within FDIC insurance caps. The Mayor evaluated several banks and when questioned, said he would like Council direction. I moved, and Council approved moving funds to interest bearing accounts which are in the City's best interests. I compliment the Mayor on this initiative, which will benefit citizens both by producing interest revenue and by insuring that City deposits do not exceed the limits of FDIC insurance.

Now a question has been raised by Council President about the Acceptant Agreements the Mayor signed with one of the banks holding City funds, Old Florida National Bank. Because I hold stock in Old Florida Nation Bank, in an IRA, I must recuse myself from this discussion. Is there a form I must sign?"

Confirming for Council President Beardslee, the City Attorney confirmed that Council Member Chotas can include himself in the discussion he just can't vote. Council Member Chotas said that he wants to avoid impropriety, and does not want to appear to influence Council. City Clerk Meeks provided Council Member Chotas with a Notice of Conflict form.

Council President Beardslee said her impression with the representatives from Old Florida is that it was a “meet and greet” because the “deal was done”. My questions are more related to compliance issues and risk factors for the reserves that were transferred. She said it was not directed personally at the Mayor; he said he did not take it that way. She said when she ask at a meeting about their public funds eligibility it was concerning for her when they did provide this. She didn’t know if the Mayor signed a CEDARS agreement, which means the funds are locked in. Council Member Henley said she received confirmation today that it clearly states it is a money market. Council President Beardslee said she did not know this. Council Member Henley provided copy of the ICS, (copies provided to Council). Council President Beardslee said that when she looked at the account agreement, she didn’t see anything that says they will waive the fees. The Mayor said the waiver of fees is included in the cover letter. First Southern offered 4.2 in interest but Mayor said it was reduced to 3.5. Council President Beardslee and Council Member Henley said it was higher for the million dollars. Council President Beardslee said this is a big decision and futuristically said that looking back this may not be to the best interest of the City. She said she didn’t like that Old Florida uses an intermediary, and includes a penalty for early withdrawal. She said if people want our money they shouldn’t charge us. The Mayor said they are not charging the City. The Mayor said he does not take this personal. He said all he is looking for are Council concerns. The Mayor said there can research more, he just wants to move forward and make interest on the money. Council President Beardslee said that she wants the money split, and doesn’t care where “the other part goes”, she just wants to make interest. She said she thought it would be good to communicate.

Council Member Henley said she talked to Amanda Skaggs (First Southern), and she provided some information for rates (15 basis forms above the regular rates). Mayor Bagshaw said his concern is that Amanda is no longer handling the City’s account and his concern is that we were not notified. He spoke with Carlos (First Southern), who said the City can get 3.5 and 4.5 if First Southern can get all the City’s money. Mayor Bagshaw said clarity is needed on the 4.5 and the 3.5. Council President Beardslee said she spoke to Bayse (First Southern), and was told that that the agreement for the 4.2 or 4.3 would be for the max one million dollars, then it is 1 ½ and .45.

City Clerk Meeks announced that Council Member Dowless is on his way.

Council President Beardslee said the City should have talked to more banks. Mayor Bagshaw asked who did the City talk to when funds were moved to First Southern. He said he did research and he moved one million dollars. He said he wants to put this to “bed”. He would like to have the signature card signed since the money is there. He said the signature card for First

Southern was so the City could start getting interest. He said "we need to be clean on where we are today". He said that right now there are only two signatures on the card. He wants to make certain that if Council members are not able to do anything with the money because of lack of signatures, there are signatures. The Mayor said he wants to make sure Council is comfortable where the money is. Council President Beardslee said that is not the issue, her level of discomfort is how the City came about to move the money. Council President Beardslee said she thinks that was not fair to the Mayor to bear this on his shoulder. **Council Member Dowless** arrived for the meeting. Mayor Bagshaw ask "how did they think he felt" when they didn't sign the signature cards. Council President Beardslee said she didn't see them. City Clerk Meeks confirmed they were in the signature file and she handed them back to the Clerk unsigned. The Mayor said Old Florida representatives will come back but he felt some things needed to be ironed out before then. The Mayor said he thinks First Southern should be brought back to Council. He referenced money still sitting in the SBA-general fund account. He said the City needs to decide where this half-million dollars needs to go. He said he talked to Seacoast but they never came in. He said he will not chase businesses, they need to come to the City once he has made the introduction. Council President Beardslee said her philosophy is the opposite. The Mayor said he is spending a lot of time in City Hall. He reported on the electrical upgrade and the problems, including the fire hazard. The building is now up to code. He said "his plate gets pretty full at times", so what is critical. He ask should he bring them all to Council or put the fire out. He said if they want to fund a City Manager position then that changes the process and how decisions are made. City Attorney Smith said you can hire a person to feel the role of City Manager, but you would have to change the Charter if you want a City Manager form of government. The Mayor said he thought it would be good if a list of questions were provided, and do this in a workshop. City Attorney Smith said if you want to take action then call a special meeting. The Mayor said he has surgery scheduled November 12, and so Council can move on without him because he doesn't have a vote.

Council President said she prefers a workshop first and then a meeting to vote.

It was the consensus of the Council to hold a workshop on December 4, 2012 from 9 a.m. -10 a.m. Mayor Bagshaw requested that they designate time per bank. City Attorney Smith said they the bank representatives are allowed to sit in on the meeting. The banks will turn in a proposal ahead of time. ***It was the consensus of Council to hold a special meeting on December 4, 2012 from 10 a.m. to 10:30 a.m.*** Council Member Chotas deferred to the list of questions the Mayor asked for, and that proposals be for January 2013. Council President said if the Mayor has sole discretion under the Charter than "why are we talking about it". City Attorney Smith said that is the question; does council want every decision to come to Council. The Mayor said he

didn't move it on his own that's why he took it to Council and Council gave him that authority to move the money.

City Clerk Meeks ask how staff should respond to inquiries. City Attorney Smith said the City is not required to do a Request for Proposals; tell "them" to provide a proposal.

Council Member Chotas said if First Southern doesn't have City funds in an interest bearing account, the City should and "why not". Mayor Bagshaw said it is because Council didn't sign the signature card. The Mayor requested that Council Members send their questions to the City Clerk.

With no further business or discussion, Council Member Dowless moved to adjourn the special meeting, with Second by Council Member Henley. The meeting adjourned at 10:15 a.m.

Judy Beardslee
Council President

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk

**EDGEWOOD CITY COUNCIL
OCTOBER 23, 2012 CITY COUNCIL WORKSHOP**

On Tuesday, October 23, 2012, Council President Beardslee called the Edgewood City Council Workshop to order at 10:31 a.m.

The following attendance is noted:

Attendees:

Ray Bagshaw, Mayor
Judy Beardslee, Council President
Pam Henley, Council Member
John Dowless, Council Member
Lee Chotas, Council Member

Absent:

Neil Powell, DDS, Council Member

Planning & Zoning Board Member(s)

Brian Leahy

Staff

City Clerk Meeks
Chief Marcus

.....

Jean Abi-Aoun, FEG, made introduction to the Council, including the introduction of April Fisher, consulting planner. Mr. Abi-Aoun said the City hired them to update the City's Comp Plan because it hasn't been done in a long time. He said the City did do their Evaluation, Appraisal Report (EAR). He said what is critical, is that any action the City wants to do, including changing land use or annexation, the State will not be amenable to this because of the Comp Plan. Mr. Abi-Aoun said this is a visioning session so Council can give FEG their feedback and this can be incorporated into the Com Plan Amendment, which they will bring back to the next workshop.

Council President Beardslee asked if the rules changed since DCA is not reviewing Comp Plan now. Mr. Abi-Aoun confirmed that Florida Department of Economic Opportunity is now reviewing Comp Plan amendments. Council President Beardslee related the 2009 small scales that DCA would not review.

Planner Fisher said that the rules have relaxed. She said there is a lot of the same people, but an easier process.

Mayor Bagshaw said he wanted to make sure that it is clear that Ellen Hardgrove did not want to work on the Comp Plan amendment.

Planner Fisher walked Council through a power point presentation; a handout of the presentation was provided to Council and staff at the beginning of the workshop.

In the presentation, two legislative changes that affect the City since 2008 were noted:

1. School Concurrency – no longer required – optional
2. 10-year water supply plan – Planner Fisher said the City can reference the County plan and write policy specific to the City.

Council Member Chotas ask about the City's BEBR, and the relevance to the water supply. Planner Fisher said the City will need to update population projections.

Planner Fisher said the amendment does not have to be on a grand scale, she said consider keeping within one to five issues.

Planner Fisher asked "How do you change density without changing the character". Council Member Dowless said the City would want to change the character specific to the Orange Avenue corridor. Planner Fisher said they put together a couple of ideas for this change. (Density Increase Examples).

Mayor Bagshaw referenced the Boise Cascade property and the Church property. Planner Fisher explained how the change could be made through rezoning if it is a legal land use.

City Clerk Meeks gave Council the timeline she prepared regarding annexations after 1991 Comp Plan amendment, and included the small scale amendments that DCA would not review. City Clerk Meeks noted that Council may want to review what the density was in the small scale and consider as they move forward with the amendment.

Council President Beardslee asked what incentives the city can offer to encourage re-development. Planner Fisher said the biggest incentive is flexibility. She said this can be implemented in the policies in the Comp Plan. Planner Fisher said Council might want to include a performance standard in their policies. Council held brief discussion regarding tax abatements. Council Member Chotas said that the fees would not be part of the Comp Plan but in the City's Code. Council Member Chotas said he would like for the Comp Plan to address ingress and egress onto and from Orange Avenue corridor. He also

noted lack of an Industrial area, or perhaps include a PUD. He also questioned Randall property that goes to the Orange Blossom Trail.

City Clerk Meeks ask about any operative/buzz words, stating historically it was financial feasibility, transportation concurrency and then it was jobs. She ask if there is one now that Council should be aware of that is fitting into their vision. Planner Fisher said not really except "smart growth" seems to be the push.

Council President Beardslee said she didn't see annexation on the list of ideas. She shared her concern about "wreck less abandonment". She said she sees annexation in Edgewood as a means to square out the City so that the Police Department has the opportunity to control the City. She noted portion of Gatlin Avenue that is in the County, and said she would like for this to be in the City. Planner Fisher suggested preparing a map to show how the City wants to annex.

Council provided the following "IDEAS":

Residential/Commercial Mixed Use on Orange Avenue*
General density changes in FLU (small scales) FAR/density*
Incentives to Redevelop (flexibility with regulations)*
Residential/Commercial
Annexation/Growth*
Annexation-square the area for better police operation
Properly manage thru annexed properties.

11:47 a.m. Council member Chotas left the meeting

Council President Beardslee said she would consider a tax abatement.

Planner Fisher closed their presentation stating that it appears the Council has four issues: Residential/Commercial Mixed Use on Orange Avenue, General density changes in the future land use, Incentives to redevelop and Annexation/Growth.

There being no further discussion, ***it was the consensus of Council to hold the next workshop on December 17, 2012 at 9:30 a.m.***

The workshop adjourn at 11:57 a.m.

ORDINANCE NO. 2012-10

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 134, "ZONING", ARTICLE I OF THE CODE OF ORDINANCES OF THE CITY OF EDGEWOOD, FLORIDA TO PROVIDE A DEFINITION FOR PAIN MANAGEMENT CLINICS; AMENDING CHAPTER 134, "ZONING", ARTICLE IV, "DISTRICT REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF EDGEWOOD, FLORIDA TO AMEND CERTAIN USE SCHEDULES RELATED TO PAIN MANAGEMENT CLINICS; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE P-O, PROFESSIONAL OFFICE ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE C-1, RETAIL COMMERCIAL ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USES; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE C-2, GENERAL COMMERCIAL ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; AMENDING THE LISTS OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES IN THE C-3, WHOLESALE COMMERCIAL ZONING DISTRICT TO PROVIDE THAT PAIN MANAGEMENT CLINICS ARE A PROHIBITED USE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND CONFLICTS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Orange County Sheriff's Office and the Metropolitan Bureau of Investigation for the Ninth Judicial Circuit have found that a pattern of illegal drug use and distribution of certain dangerous drugs has been linked in large part to certain pain management clinics operating in and around Orange County; and

WHEREAS, certain opiate analgesic dangerous drugs, that may be safe when used moderately or properly, have been shown to be particularly dangerous when overprescribed by doctors in specialized businesses that are primarily focused on treating large numbers of persons who complain of any pain with very high doses of opiate drugs, and have been shown to be particularly dangerous when over-consumed by citizens and visitors who may obtain a large number of such opiate drugs by engaging in doctor shopping to obtain multiple prescriptions, close in time, from multiple doctors, by failing to disclose prior recent prescriptions to subsequent doctors, and then obtaining the prescriptions from multiple dispensing pharmacies, often by using multiple and false identities at both medical clinics and pharmacies; and

WHEREAS, the dangerous overprescribing and excessive consumption of high amounts of those dangerous opiate prescription drugs has resulted in increased addiction of persons, increased crime associated with such activity, and a high number of deaths in surrounding areas related to prescription drug abuse, and has created an urgent situation

requiring immediate action to reduce the threat to the health, safety and welfare of citizens of the City of Edgewood; and

WHEREAS, the City Council has determined it to be in the best interest of the health, safety and welfare of the residents of the City of Edgewood to amend the lists of permitted, prohibited and special exception uses provided for in the C-3 zoning district; and

WHEREAS, the local planning agency for the City of Edgewood has reviewed these regulations and found them consistent with the City's Comprehensive Plan and recommended approval.

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

Section 1. Chapter 134, "Zoning," Article I, "In General," Section 134-1, "Definitions," is amended as follows (deletions are identified by ~~strike through~~ and additions are identified by underline):

Sec. 134-1. Definitions

Except where specific definitions are used within a specific article or section of this chapter, the following terms, phrases, words and their derivation shall have the meanings given herein where not inconsistent with the context. Words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "lot" includes the words "plot" and "tract." The word "building" shall include the word "structure." The words "used for" shall include the meaning "designed for." The word "person" shall include the words "firm, association, organization, partnership, trust, company, corporation," as well as "an individual." The word "shall" is mandatory. Whenever in this chapter a term, phrase or word is not defined, then in that event the city council shall define the same.

* * *

Clinic means an establishment, other than a pain management clinic as defined herein, where patients who are not lodged overnight are admitted for examination and treatment by one person or a group of persons, practicing any form of healing or health building services to individuals, whether such persons are medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession the practice of which is lawful in the state.

* * *

Pain Management Clinic has the meaning ascribed in Section 458.3265 or Section 459.0137, Florida Statutes, as applicable, and is a clinic that is required to

register with the Florida Department of Health pursuant to Section 458.3265 or 459.0137, Florida Statutes.

* * *

Section 2. Chapter 134, "Zoning," Article IV, "District Regulations," is amended as follows (deletions are identified by ~~strikethrough~~ and additions are identified by underline):

* * *

Sec. 134-317. - Uses prohibited.

The following uses shall be prohibited in the P-O district:

- (1) Any business, except a medical or dental clinic or pharmacy, which displays merchandise for sale at retail or wholesale, or any business requiring the physical handling of merchandise to be sold at retail or wholesale on the premises.
- (2) Any use conducted either partially or totally outside a building or structure except for parking areas.
- (3) Veterinary establishments.
- (4) Other uses which are similar to those listed above, and which are not specifically permitted in this division and which the prohibition thereof would maintain the intent and authority and directive of the city council, which shall be determined after public notice and public hearing.
- (5) Pain Management Clinics.

* * *

Sec. 134-347. - Uses prohibited.

The following uses shall be prohibited in any C-1 retail commercial district:

- (1) Title loan stores.
- (2) Check cashing, payday advance stores, or other similar businesses.
- (3) Labor pool offices.
- (4) Bail bond offices.
- (5) Tattoo, body piercing, massage parlors and fortunetelling shops.
- (6) Soup kitchens.
- (7) Runaway and related emergency shelters; homeless shelters.
- (8) Convalescent facilities.
- (9) Residential social service facilities; welfare, food stamp, and other social service offices and institutional facilities.
- (10) Treatment and recovery facilities.

- (11) Other similar uses consistent with this subsection.
- (12) New and used automobile and boat sales.
- (13) Any use or activity which is not in full compliance with all the requirements and standards set forth in this division.
- (14) Uses listed in section 134-403 except uses listed at section 134-403(1), or section 134-404 of the C-3, wholesale commercial district (article IV, division 9 of this chapter).
- (15) Pain Management Clinics.

* * *

Sec. 134-374. - Prohibited uses.

The following uses shall be prohibited in any C-2 general commercial district:

- (1) Any use prohibited in the C-1 district.
- (2) Title loan stores.
- (3) Check cashing, payday advance stores, or other similar businesses.
- (4) Labor pool offices.
- (5) Bail bond offices.
- (6) Tattoo, body piercing, massage parlors and fortunetelling shops.
- (7) Soup kitchens.
- (8) Runaway and related emergency shelters; homeless shelters.
- (9) Convalescent facilities.
- (10) Residential social service facilities; welfare, food stamp, and other social service offices and institutional facilities.
- (11) Treatment and recovery facilities.
- (12) Other similar uses consistent with this section.
- (13) New and used automobile and boat sales.
- (14) Pain Management Clinics.

* * *

Sec. 134-404. - Prohibited uses.

The following uses shall be prohibited in the C-3 wholesale commercial district:

- (1) Any use or activity which is not in full compliance with all the requirements and standards set forth in this article.
- (2) Animal slaughtering, or the confinement of animals for feeding, finishing and preparation for slaughter, including stockyards and feeding pens.
- (3) Asphalt manufacturing or refining, or any similar petroleum or petrochemical refining or manufacturing process.

- (4) Asphalt or concrete paving, mixing or batching plant.
- (5) Corrosive acid manufacture or bulk storage including, but not limited to, hydrochloric, nitric, sulphuric or similar acids.
- (6) Bone distillation or the reduction, rendering, incineration or storage of garbage, offal, animals or animal waste, fats, fish or similar materials or products.
- (7) Blast furnace, or similar heat or glare generating operations or incinerator or crematorium.
- (8) Cement, lime, gypsum or Plaster-of-Paris manufacture, or the open storage of raw materials or finished products related to such manufacture.
- (9) Glue, size or gelatin manufacture where the processes involve the refining or recovery of such products from fish, animal or refuse materials.
- (10) Tallow, grease, lard or vegetable oil refining.
- (11) Junkyard, salvage yard, recycling or wrecking yard or structure wherein motor vehicles, appliances or similar used equipment or material is stored, dismantled, or sorted for display, sale or packing.
- (12) New and used automobile and boat sales.
- (13) Mobile and modular homes.
- (14) Other uses which are similar to those listed above which are not specifically permitted in section 134-403, the prohibition of which would promote the intent and purposes of this district. Determination shall be made by authority and directive of the city council which shall be after public notice and public hearing.
- (15) Title loan stores; check cashing, payday advance stores, or other similar businesses; labor pool offices; bail bond offices; tattoo, body piercing, massage parlors; fortunetelling shops; soup kitchens; runaway and related emergency shelters; homeless shelters; convalescent facilities; residential social service facilities; addiction treatment and recovery facilities; welfare, food stamp, and other social service offices and institutional facilities; other similar uses consistent with this subsection.
- (16) Any individual, specific use whether or not contained within a shopping center, which is not otherwise expressly permitted as an individual use pursuant to this section or sections 134-345, 134-373 and 134-403, as these sections may be amended or replaced from time to time, or which is not expressly listed as a special exception pursuant to sections 134-346, 134-375 or 134-405, as those sections may be amended or replaced from time to time.
- (17) Any commercial establishment occupying more than 100,000 square feet.
- (18) Any other use specifically prohibited in the C-1, C-2 or C-3 commercial districts.

(19) Professional auction houses.

(20) Dyeing, dry cleaning and laundering; this prohibition shall not include drop-off facilities where the dyeing, dry cleaning or laundering occurs at an off-site location.

(21) Pain Management Clinics.

* * *

Section 3. All ordinances or parts thereof that are in conflict with this Ordinance be and the same are hereby repealed.

Section 4. If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance.

Section 5. Effective Date. This ordinance shall become effective immediately upon its adoption.

FIRST READING: October 16, 2012

SECOND READING: November 20, 2012

PASSED AND ADOPTED this _____ day of _____, 2012.

Judy Beardslee, Council President

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk

ORDINANCE NO. 2012-11

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, PROHIBITING GRAFFITI; PROVIDING A DEFINITION OF GRAFFITI; PROVIDING PROCEDURES FOR ABATEMENT OF GRAFFITI BY THE CITY; PROVIDING AUTHORITY FOR THE CITY OF EDGEWOOD TO IMPOSE A LIEN FOR THE COST OF ABATEMENT OF GRAFFITI; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes §806.13(8) recognizes that because of the difficulty of confronting the blight of graffiti, it is the intent of the Legislature that municipalities and counties not be preempted by state law from establishing ordinances that prohibit the marking of graffiti or other graffiti-related offenses; and

WHEREAS, the City Council finds that graffiti can represent a blight on the aesthetic appeal on a community; and

WHEREAS, the City Council finds that enacting this ordinance is in the common interest of the people of the City in that it would foster strong civil awareness, cooperation, and a sense of personal responsibility; and

WHEREAS, the City Council finds it necessary to adopt an anti-graffiti ordinance to assist in the elimination and prevention of graffiti.

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

SECTION ONE. There is hereby created in the Code of Ordinances of the City of Edgewood, Florida a new Chapter 27 entitled "Graffiti Prevention and Abatement" which Chapter shall read as follows:

CHAPTER 27. GRAFFITI PREVENTION AND ABATEMENT.

Sec. 27-1. Definition.

For purposes of this Chapter, "Graffiti" shall mean any unauthorized inscription, word, figure or design that is marked, etched, scratched, drawn or painted on any surface of public or private property.

Sec. 27-2. Prohibition of Graffiti.

- (a) It shall be unlawful for any building, structure or other surface to be marked or defaced with graffiti.
- (b) It shall be unlawful for any property owner to suffer or permit any building, structure or other surface under his, her or its control or management to be marked or defaced with graffiti.

Sec. 27-4. Appeals.

(a) Within the ten-day (10) period prescribed by subsection 27-3, an aggrieved party may appeal the Code Enforcement Officer's determination that a notice of violation is warranted for the property in question.

(b) An appeal by an aggrieved party shall:

(1) be addressed to the Code Enforcement Officer; and

(2) be either hand-delivered to the Code Enforcement Officer or postmarked within the ten-day period after notice is received.

(c) Upon receipt of a timely appeal, the Code Enforcement Officer shall schedule a hearing date before the Code Enforcement Special Magistrate.

(d) At the hearing, the Code Enforcement Special Magistrate shall allow the City and the appellant an opportunity to present evidence and to examine and cross-examine witnesses. After considering the evidence and testimony, the Code Enforcement Special Magistrate shall make a factual determination as to whether the property is in violation of Section 27-2. If the Code Enforcement Special Magistrate makes a factual determination that the property is in violation of Section 27-2, he or she shall affirm the Code Enforcement Officer's issuance of the notice of violation and issue an order requiring the appellant to promptly cure the violation. If the Appellant has not remedied the violation within five (5) calendar days after the date of the Code Enforcement Special Magistrate's holding that Section 2702 has been violated, then the City may terminate and abate the violation as provided in Section 27-3.

(e) Any appeal of the Code Enforcement Special Magistrate's decision shall be filed in a timely manner with the Circuit Court.

Sec. 27-5. Liens; assessment.

(a) After causing the violation to be terminated and abated as provided in section 27-3, City staff shall certify to the City Clerk the actual cost incurred in terminating and abating the violation, whereupon such cost, plus the City's administrative expenses, shall be due within 10 days.

(b) Upon certification to the City Clerk the actual cost incurred in remedying the condition, the Code Enforcement Officer shall, by hand or certified mail, return receipt requested, deliver or send a notice of assessment of costs to the last known owner of record of the subject real property. If the assessment is not paid or arrangements satisfactory to the City have not been made to pay such assessment within ten days after the notice, then the Code Enforcement Officer shall refer the matter to the City Council to consider the imposition of a lien against the subject property. If a lien is imposed, the amount due shall bear interest at the rate of twelve percent (12%) per annum from the date the Council approves imposition of a lien.

(c) A certified copy of the claim of lien shall be recorded in the public records of the County and shall constitute a lien against the subject property.

(d) 90 days after the recording of a certified copy of a claim of lien in the public records of the County, the City Council may authorize the City Attorney to institute legal proceedings to foreclose such lien. The property owner shall be liable for all costs, including reasonable attorney's fees, incurred in any such action.

Sec. 27-6. Remedies Supplemental.

The provisions of this Chapter are supplemental to the procedures described in Chapter 162, Florida Statutes. The City may utilize the procedures outlined in Chapter 162, Florida Statutes to address any property determined by the Code Enforcement Officer to be in violation of Section 27-2 in addition or in the alternative to any of the procedures described in this Chapter

Section 2. All ordinances or parts thereof that are in conflict with this Ordinance be and the same are hereby repealed.

Section 3. If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance.

Section 4. Effective Date. This ordinance shall become effective immediately upon its adoption.

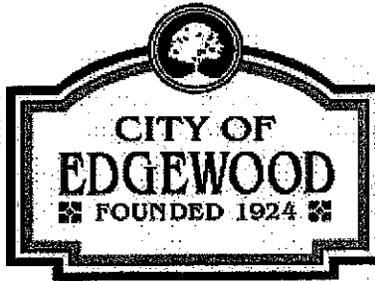
FIRST READING: October 16, 2012
SECOND READING: November 20, 2012

PASSED AND ADOPTED this ____ day of _____, 2012.

Judy Beardslee, Council President

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk



MEMO

TO: Mayor Bagshaw, Council President Beardslee, Council Members Powell, Henley, Dowless and Chotas

FROM: Bea L. Meeks, City Clerk *BM*

RE: Open For Business

DATE: November 14, 2012

You may recall in the October Council meeting, you approved the Memorandum of Understanding related to "Open For Business"; a tool for economic development. When I contacted Shelley Lauten at myregion.org to inform her of Council's decision, she asked if Council would approve by Resolution. I have attached the proposed Resolution for your consideration.

Thank you.

RESOLUTION 2012-05

**A RESOLUTION OF THE CITY OF EDGEWOOD,
SUPPORTING CENTRAL FLORIDA'S "OPEN FOR
BUSINESS" INITIATIVE TO PROMOTE BUSINESS
CLIMATE, GREAT SERVICE, JOB CREATION AND
BUSINESS INVESTMENT; PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, a reputation for a sound business climate is vital to the reputation of regions around the globe; and

WHEREAS, Central Florida is the 19th largest region in the United States and home to over 3.8 million people; and

WHEREAS, the City of Edgewood is united with other governments in the region to ensure Central Florida is a great destination for business, capital and employment; and

WHEREAS, sustaining and growing resident businesses of all sizes is vital to economic stability and employment; and

WHEREAS, competition for capital investment and industry diversification often rests on a market's ability to provide outstanding customer service; and

WHEREAS, the impacts of the prolonged recession require collaboration across jurisdictions and sharing of promising practices; and

WHEREAS, an initiative called Central Florida "Open for Business" has identified licensing and permitting, and overall business communications and transactions, as breakthrough areas for reputation-building, and business confidence; and

WHEREAS, the City of Edgewood wants to honor the work of the teams involved in "Open for Business" research and due diligence; and

WHEREAS, "Open for Business" has identified areas for collaboration, improvement and measurement; and

WHEREAS, streamlined permitting will send a positive message to new, expanding and relocating businesses; and

WHEREAS, the City of Edgewood is committed to promoting clear, data-driven decision-making and regional collaboration; and

WHEREAS, local governments have independently and collectively developed useful, productive and meaningful practices that ensure business compliance and seamless service.

BE IT RESOLVED BY THE CITY COUNCIL IN OPEN MEETING DULY ASSEMBLED IN THE COUNCIL CHAMBER, EDGEWOOD, FLORIDA THIS 20th DAY OF NOVEMBER, 2012, AS FOLLOWS:

Section I. That the City of Edgewood endorses the following joint statement of regional work groups relative to streamlined permitting:

We are confident that the identification and removal of regional barriers constraining existing and new business enterprises inspires employer confidence and job creation, and distinguishes Central Florida as a place that is truly "Open for Business." We see local governments within our region joining together to set high standards for streamlined permitting processes that allow businesses to open quickly, so that people are able to work. New and incumbent businesses deserve those same high standards wherever they do business in Central Florida. The "Open for Business" recommendations are difficult but "do-able." They ensure meaningful and measureable progress toward our goals. We must remove obstacles to participating in the new economy. These are our priority actions. ("Open for Business" Report: Leaders in Eight Counties Identify Ways to Create More Jobs. Fall 2011. Page 2.)

Section II. That the City of Edgewood will endeavor to be guided by the key principles of:

- A. Sharing success and seeking common ways to measure progress
- B. Communicating breakthroughs inside and outside of Central Florida
- C. Developing and adopting promising practices and technologies
- D. Celebrating breakthroughs among co-signee peers
- E. Watching and evaluating other markets
- F. Listening to the customer
- G. Understand and develop a culture of customer service

Section III. That the City of Edgewood will consider the following actions and approaches to ensure success:

- A. **CUSTOMER SERVICE** – Promote a positive, pro-active attitude in the staff project review team, throughout the entire process, to help the customer make his or her project a reality.
- B. **PRE-APPLICATION REVIEW** – Provide for each pre-application project review to include all applicable departments. Build an integrated, multi-departmental, approach over time.
- C. **ESTABLISH AN OMBUDSMAN** – Provide one point of contact to guide customers throughout the entire approval process.
- D. **TIME IS OF THE ESSENCE** – Establish timelines for project approvals to advance savings of time and money for the customer and the taxpayer.
- E. **MINIMIZE APPROVAL STEPS** – Minimize the steps for project approval depending on the scope of development request, including but not limited to planned unit development, subdivision, and permitted conditional use.

F. **PROCESS IMPROVEMENTS** – Commit to regular evaluations of the development review and permitting process to ensure an efficient and value-added process. Implement process and technology improvements as appropriate and feasible.

G. **POST PROJECT APPROVAL** – After project approval is achieved, minimize the time and steps for project permit amendments and/or revisions.

H. **CONSISTENCY AND EXECUTION FOR REGIONAL IMPACT AND REPUTATION** – Promote common language and consistent measures to prove regional impact and commitment.

Section IV. This resolution shall take effect immediately upon adoption.

Adopted at a regular meeting of the City Council of the City of Edgewood, Florida, held at regular City Council meeting in Edgewood, Florida on the 20th day of November, 2012.

Judy Beardslee
Council President

Attest: _____
Bea L. Meeks, MMC, CPM
City Clerk

RESOLUTION NO. 2012-04

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF EDGEWOOD FOR THE ADOPTION OF THE CITY OF EDGEWOOD'S CAFETERIA PLAN

WHEREAS, on this date, the City Council for the City of Edgewood did meet to discuss the implementation of City of Edgewood Flexible Benefits Plan to be effective, October 1, 2011.

WHEREAS, let it be known that the following were duly adopted by the City Council for the City of Edgewood that such resolutions have not been modified or rescinded as of the date hereof;

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

Section 1. The form of the Cafeteria Plan, as authorized under Section 125 of the Internal Revenue Code of 1986, presented to this meeting is hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more copies of the Plan.

Section 2. The Plan Year shall be for a period beginning on October 1, 2012 and ending September 30, 2013.

Section 3. The Employer shall contribute to the Plan amounts sufficient to meet its obligation under the Cafeteria Plan, in accordance with the terms of the Plan Document and shall notify the Plan Administrator to which periods said contributions shall be applied.

Section 4. The proper officers of the Employer shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to each Employee a copy of the Summary Plan Description presented to this meeting, which form is hereby approved. The undersigned certifies that attached hereto as Exhibits A and B respectively are true copies of the Plan Document, and Summary Plan Description for City of Edgewood's Flexible Benefits Plan.

Section 5. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution be and the same are hereby repealed.

Section 6. Severability. If any portion of this Resolution is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Resolution.

Section 7. Effective Date. This Resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Edgewood, Florida, this
_____ day of _____, **2012**.

Judy Beardslee, Council President

ATTEST:

Bea Meeks, MMC, CPM
City Clerk

THE CITY OF EDGEWOOD CAFETERIA PLAN

ARTICLE I. Introductory Provisions

City of Edgewood ("the Employer") hereby establishes the City of Edgewood Cafeteria Plan ("the Plan") effective October 01 2012 ("the Effective Date"). Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to allow an Eligible Employee to pay for his or her share of Contributions under one or more Insurance Plans on a pre-tax Salary Reduction basis.

This Plan is intended to qualify as a "cafeteria plan" under Code § 125 and the regulations issued thereunder. The terms of this document shall be interpreted to accomplish that objective.

Although reprinted within this document, the different components of this Plan shall be deemed separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed on such components by the Code.

ARTICLE II. Definitions

"Benefits" means the Premium Payment Benefits.

"Benefit Package Option" means a qualified benefit under Code § 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan).

"Change in Status" has the meaning described in Section 4.6.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contributions" means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits.

"Committee" means the Benefits Committee (or the equivalent thereof) of City of Edgewood

"Compensation" means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code § 132(f)(4) plan; but determined after (d) any salary deferral elections under any Code § 401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence. ~

"Dental Insurance Benefits" means the Employee's Dental Insurance Plan coverage for purposes of this Plan. ~

"Dental Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing dental benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"Dependent" means any individual who is a tax dependent of the Participant as defined in Code § 152, with the

following exceptions: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, and for purposes of the Health FSA Component), (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) any child to whom IRS Rev. Proc. 2-008-48 applies. Furthermore, notwithstanding anything in the foregoing that may be to the contrary, a "Dependent" shall also include for purposes of any accident or health coverage provided under this plan a child of a Participant who has not attained age 27 by the end of any given taxable year.

"Earned Income" means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity or pursuant to workers' compensation.

"Effective Date" of this Plan has the meaning described in Article 1.

"Election Form/Salary Reduction Agreement" means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for Premium Payment Benefits. This form may be in either paper or electronic form at the Employer's discretion in accordance with the procedures detailed in Article IV.

"Eligible Employee" means an Employee eligible to participate in this Plan, as provided in Section 3.1.

"Employee" means an individual that the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: Li(a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; Li(b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; Li(c) any employee covered under a collective bargaining agreement; Li(d) any self-employed individual; Li(e) any partner in a partnership; Li(f) any more-than-2% shareholder in a Subchapter S corporation. LiLiThe term "Employee" does include "former Employees" for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

"Employer" means City of Edgewood, and any Related Employer that adopts this Plan with the approval of . Related Employers that have adopted this Plan, if any, are listed in Appendix A of this Plan. However, for purposes of Articles XI and XIV and Section 15.3, "Employer" means only City of Edgewood.

"Employment Commencement Date" means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"FMLA" means the Family and Medical Leave Act of 1993, as amended.

"Health Insurance Benefits" means any insurance benefits providing medical or other health insurance coverage through a group insurance policy or policies.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"HMO" means the health maintenance organization Benefit Package Option under the Medical Insurance Plan. Li

"Hospital Indemnity Benefits" means the Employee's Hospital Indemnity Plan coverage for purposes of this Plan. ~

"Hospital Indemnity Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain indemnity benefits in the event of hospitalization or other similar medical event through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"HRA" means a health reimbursement arrangement as defined in IRS Notice 2002-45.

"Insurance Benefits" means benefits offered through the Insurance Plans.

"Insurance Plan(s)" means a plan or plans offering benefits through a group insurance policy or policies. ~

"Life Insurance Benefits" means the Employee's Life Insurance Plan coverage for purposes of this Plan. ~

"Life Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees providing benefits through a group term life insurance policy or policies in the event of the death of a covered Participant. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"Medical Insurance Benefits" means the Employee's Medical Insurance Plan coverage for purposes of this Plan.

"Medical Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group insurance policy or policies (with HMO and PPO options). The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"Open Enrollment Period" with respect to a Plan Year means any period before the beginning of the Plan Year that may be prescribed by the Administrator as the period of time in which Employees who will be Eligible Employees at the beginning of the Plan Year may elect benefits.

"Participant" means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Medical Insurance Benefits and (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan.

"Period of Coverage" means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

"Plan" means the City of Edgewood Cafeteria Plan as set forth herein and as amended from time to time.

"Plan Administrator" means the City of Edgewood Human Resources Manager or the equivalent thereof for City of Edgewood, who has the full authority to act on behalf of the Plan Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 13.1.

"Plan Year" means the calendar year (i.e., the 12-month period commencing October 01 2012 and ending on

September 30 2013, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

"PPO" means the preferred provider organization Benefit Package Option under the Medical Insurance Plan.

"Premium Payment Benefits" means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.

"Premium Payment Component" means the Component of this Plan described in Article VI.

"QMCSO" means a qualified medical child support order, as defined in ERISA § 609(a).

"Related Employer" means any employer affiliated with City of Edgewood that, under Code § 414(b), § 414(c), or § 414(m), is treated as a single employer with City of Edgewood for purposes of Code § 125(g)(4).

"Salary Reduction" means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable Component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).
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"Specified Disease or Illness Insurance Benefits" means the Employee's Specified Disease or Illness Insurance Plan coverage for purposes of this Plan. Li

"Specified Disease or Illness Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain benefits with regard to a particular critical illness or illnesses (e.g., a "cancer policy" or the like) through a group insurance Lipolicy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

"Spouse" means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code). Li

"Vision Insurance Benefits" means the Employee's Vision Insurance Plan coverage for purposes of this Plan. Li

"Vision Insurance Plan(s)" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing vision benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate

An individual is eligible to participate in this Plan if the individual: Li(a) is an Employee; Li(b) is working 32 hours or more per week; and Li(c) has been employed by the Employer for a consecutive period of 0 days, counting his or her Employment Commencement Date as the first such day. Eligibility for Premium Payment Benefits may also be subject to the additional requirements, if any, specified in the Medical Insurance Plan. Once an Employee has met the Plan's eligibility requirements, the Employee may elect coverage effective LiLi the first day of the next calendar month, LiLi in accordance with the procedures described in Article IV. LiLi

3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of: ~

- the termination of this Plan; or ~
- the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical Insurance Benefits will terminate as of the date specified in the Medical Insurance Plan.

3.3 Participation Following Termination of Employment or Loss of Eligibility

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical Insurance Plan (here, major medical insurance) is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

3.4 FMLA Leaves of Absence

(a) Health Benefits. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Health Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all Health Insurance Benefits coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (for instance, on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Health Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways: ~

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer; ~
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or ~
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation

on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Health Insurance Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Health Insurance Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Health Insurance Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

(b) Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits is to be determined by the Employer's policy for providing such Benefits when the Participant is on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules detailed in Article IV will apply.

ARTICLE IV. Method and Timing of Elections; Irrevocability of Elections ~

4.1 Elections When First Eligible ~

An Employee who first becomes eligible to participate in the Plan mid-year may elect to commence participation in one or more Benefits on the first day of the month after the eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the first day of the month in which participation will commence. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described in Article IV. ~

The Employer reserves the right, within its discretion, to allow or require any or all of the election procedures detailed in this Article 4.1 to be performed electronically. ~

Benefits shall be subject to the additional requirements, if any, specified in the Medical Insurance Plan. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in any Insurance Plans.

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4.2 Elections During Open Enrollment Period ~

During each Open Enrollment Period with respect to a Plan Year, the Plan Administrator shall provide an Election

Form/Salary Reduction Agreement to each Employee who is eligible to participate in this Plan. The Election Form/Salary Reduction Agreement shall enable the Employee to elect to participate in the various Components of this Plan for the next Plan Year and to authorize the necessary Salary Reductions to pay for the Benefits elected. The Election Form/Salary Reduction Agreement must be returned to the Plan Administrator on or before the last day of the Open Enrollment Period, and it shall become effective on the first day of the next Plan Year. If an Eligible Employee fails to return the Election Form/Salary Reduction Agreement during the Open Enrollment Period, then the Employee may not elect any Benefits under this Plan until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described in Article IV. ~

The Employer reserves the right, within its discretion, to allow or require any or all of the election procedures detailed in this Article 4.2 to be performed electronically.

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4.3 Failure of Eligible Employee to File an Election Form/Salary Reduction Agreement ~

If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement within the time period described in Sections 4.1 and 4.2, then the Employee may not elect any Benefits under the Plan (a) until the next Open Enrollment Period; or (b) until an event occurs that would justify a mid-year election change, as described in Article IV. If an Employee who fails to file an Election Form/Salary Reduction Agreement is eligible for Medical Insurance Benefits and has made an effective election for such Benefits, then the Employee's share of the Contributions for such Benefits will be paid with after-tax dollars outside of this Plan until such time as the Employee files, during a subsequent Open Enrollment Period (or after an event occurs that would justify a mid-year election change as described in Article IV), a timely Election Form/Salary Reduction Agreement to elect Premium Payment Benefits. Until the Employee files such an election, the Employer's portion of the Contribution will also be paid outside of this Plan.

4.4 Irrevocability of Elections

Unless an exception applies (as described in this Article IV), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

Unless otherwise noted in this section, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding: ~

- Participation in this Plan;
- Salary Reduction amounts; or
- election of particular Benefit Package Options.

4.5 Procedure for Making New Election If Exception to Irrevocability Applies ~

(a) *Timeframe for Making New Election.* A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.6 or 4.7, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.7(d) through 4.7(j), within 30 days after the events described in such Sections unless otherwise required by law). Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing student status) that results in a beneficiary becoming ineligible for coverage under the Medical Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period. ~

(b) *Effective Date of New Election.* Elections made pursuant to this Section 4.5 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change.

Except as provided in Section 4.7(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).

4.6 Change in Status Defined

Participant may make a new election upon the occurrence of certain events as described in Section 4.7, including a Change in Status, for the applicable Component. "Change in Status" means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan: ~

(a) Legal Marital Status. A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment; ~

(b) Number of Dependents. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption; ~

(c) Employment Status. Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan; ~

(d) Dependent Eligibility Requirements. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, student status, or any similar circumstance; and ~

(e) Change in Residence. A change in the place of residence of the Participant or his or her Spouse or Dependents.

4.7 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Component of this Plan: ~

(a) Open Enrollment Period. A Participant may change an election during the Open Enrollment Period. ~

(b) Termination of Employment. A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.2 and 3.3, as applicable. ~

(c) Leaves of Absence. A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5. ~

(d) Change in Status. A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.6), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a

Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

(1) Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan (and the Participant remains a Participant under this Plan in accordance with Section 3.2), then the Participant may increase his or her election to pay for such coverage (this rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment, or legal separation).

(2) Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

(e) HIPAA Special Enrollment Rights. If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code § 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances:

- a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; or
- a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

For purposes of this Section 4.7(e), the term "loss of eligibility" includes (but is not limited to) loss of eligibility due to legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction of hours, or any loss of eligibility for coverage that is measured with reference to any of the foregoing; loss of coverage offered through an HMO that does not provide benefits to individuals who do not reside, live, or work in the service area because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and in the case of HMO coverage in the group market, no other benefit package is available to the individual; a situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; and a situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

(f) Certain Judgments, Decrees and Orders. If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health

coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan and such coverage is actually provided.

(g) Medicare and Medicaid. If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(h) Change in Cost. For purposes of this Section 4.7(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage.

(1) Increase or Decrease for Insignificant Cost Changes. Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.

(2) Significant Cost Increases. If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage; or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) Significant Cost Decreases. If the Plan Administrator determines that the cost of any Benefit Package Option significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost Medical Insurance Plan); or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(i) Change in Coverage. The definition of "similar coverage" under Section 12.4(h) applies also to this Section 12.4(i).

(1) Significant Curtailment. If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.

(a) Significant Curtailment Without Loss of Coverage. If the Plan Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage. Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) Significant Curtailment With a Loss of Coverage. If the Plan Administrator determines that a Participant's Benefit Package Option coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) Definition of Loss of Coverage. For purposes of this Section 4.7(i)(1), a "Loss of Coverage" means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.

(2) Addition or Significant Improvement of a Benefit Package Option. If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) Loss of Coverage Under Other Group Health Coverage. A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) Change in Coverage Under Another Employer Plan. A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan

permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance. A Participant entitled to change an election as described in this Section 4.7 must do so in accordance with the procedures described in Section 4.5.

(j) CHIP Special Enrollment Rights

Notwithstanding anything else in this document to the contrary, special enrollment rights shall be made available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from Medicaid or SCHIP.

4.8 *Reserved*****

4.9 Election Modifications Required by Plan Administrator

The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered

When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect Premium Payment Benefits, as described in Article VI.

5.2 Employer and Participant Contributions

(a) Employer Contributions. For Participants who elect Insurance Benefits described in Article VI, the Employer may contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement.

(b) Participant Contributions. Participants who elect any of the Medical Insurance Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis, or with after-tax deductions, by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

(a) Salary Reductions per Pay Period. The Salary Reduction for a pay period for a Participant is, for the Benefits elected, (1) an amount equal to the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment

Benefits; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate).

(b) Considered Employer Contributions for Certain Purposes. Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits are considered to be Employer contributions.

(c) Salary Reduction Balance Upon Termination of Coverage. If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

(d) After-Tax Contributions for Premium Payment Benefits. For those Participants who elect to pay their share of the Contributions for any of the Medical Insurance Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

5.4 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2.

ARTICLE VI. Premium Payment Component

6.1 Benefits

The only Insurance Benefits that are offered under the Premium Payment Component are benefits under the Medical, Dental, Vision, Accident, Bridge, Group Term Life, Hospital Indemnity, Specific Disease or Condition Insurance Plan(s). Notwithstanding any other provision in these Plan(s), these benefits are subject to the terms and conditions of the Insurance Plan(s), and no changes can be made with respect to such Insurance Benefits under this Plan (such as mid-year changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing to pay for his or her share of the Contributions for Medical Insurance Benefits on a pretax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Component and to pay for his or her share of the Contributions, if any, for Medical Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Article IV), such election is irrevocable for the duration of the Period of Coverage to which it relates.

The Employer may at its discretion offer cash in lieu of benefits for Participants who do not choose Insurance

Benefits. 6.2 Contributions for Cost of Coverage

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer,

which may or may not be the same amount charged by the insurance carrier.

6.3 Insurance Benefits Provided Under Insurance Plans

Insurance Benefits will be provided by the Insurance Plans, not this Plan. The types and amounts of Insurance Benefits, the requirements for participating in the Insurance Plans, and the other terms and conditions of coverage and benefits of the Insurance Plans are set forth in the Insurance Plans. All claims to receive benefits under the Insurance Plans shall be subject to and governed by the terms and conditions of the Insurance Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 Health Insurance Benefits; COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health Insurance Plan(s) the day before the qualifying event for the periods prescribed by COBRA.

Such continuation coverage shall be subject to all conditions and limitations under COBRA. Contributions for COBRA coverage for Health Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

ARTICLES VII. – XII. *RESERVED*****

ARTICLE XIII. Appeals Procedure

13.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, then claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. The Committee acts on behalf of the Plan Administrator with respect to appeals.

13.2 Claims Procedures for Insurance Benefits

Claims and reimbursement for Insurance Benefits shall be administered in accordance with the claims procedures for the Insurance Benefits, as set forth in the plan documents and/or summary plan description(s) for the Insurance Plan(s).

ARTICLE XIV. Recordkeeping and Administration

14.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

14.2 Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 13.1);
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan; ~
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations,

certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

14.4 *Reserved*****

14.5 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

14.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

14.7 Bonding

The Plan Administrator shall be bonded to the extent required by ERISA.

14.8 Insurance Contracts

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts at its discretion. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

14.9 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

14.10 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XV. General Provisions

15.1 *Reserved*****

15.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time. All Employees are considered to be employed at the will of the Employer.

15.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

15.4 Governing Law

This Plan shall be construed, administered, and enforced according to the laws of the State of Florida, to the extent not superseded by the Code, ERISA, or any other federal law.

15.5 Code and ERISA Compliance

It is intended that this Plan meet all applicable requirements of the Code, ERISA (if ERISA is applicable) and of all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA (if ERISA is applicable), the provisions of the Code and ERISA (if ERISA is applicable) shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

15.6 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

15.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

15.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

15.9 Headings

The headings of the various Articles and Sections are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

15.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

15.11 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the City of Edgewood Salary Reduction Plan, City of Edgewood has caused this Plan to be executed in its name and on its behalf, on this ____ day of _____, 20 ____.

City of Edgewood

By:

Its:

THE CITY OF EDGEWOOD CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION

Introduction

City of Edgewood sponsors the City of Edgewood Cafeteria Plan (the "Cafeteria Plan") that allows eligible Employees to choose from a menu of different benefits paid for with pre-tax dollars. (Such plans are also commonly known as "salary reduction plans" or "Section 125 plans").

This Summary Plan Description ("SPD") describes the basic features of the Cafeteria Plan, how it generally operates and how Employees can gain the maximum advantage from it.

PLEASE NOTE: This SPD is for general informational purposes only. It does not describe every detail of the Cafeteria Plan. If there is a conflict between the Cafeteria Plan documents and this SPD, then the Cafeteria Plan documents will control.

Cafeteria Plan

CAF Q-1. How do I pay for City of Edgewood benefits on a pre-tax basis?

You may elect to pay for benefits on a pre-tax basis by entering an election with the Employer. At the Employer's option, this may be done with a traditional "paper" salary reduction agreement or it may be done in electronic form. Whatever medium is used, it shall be referred to as a Salary Reduction Agreement for purposes of this SPD.

If you elect to pay for benefits on a "pre-tax" basis, you agree to a salary reduction to pay for your share of the cost of coverage with pretax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes.

Example CAF Q-1(a): Sally is paid an annual salary of \$30,000. Sally elects to pay for \$2,000 worth of benefits for the Plan Year on a "pre-tax" basis. By doing so, she is electing to reduce her salary, and therefore also her taxable income, by \$2,000 for the year to \$28,000.

From then on, you must pay contributions for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

Example CAF Q-1(b): Using the same facts from Example Q-1(a), suppose Sally is paid 26 times a year (bi-weekly). Because she has elected \$2,000 in benefits, she will have \$76.92 deducted from each paycheck for the year (\$2,000 divided by 26 paychecks equals \$76.92).

CAF Q-2. What benefits may be elected under the Cafeteria Plan?

The Cafeteria Plan includes the following benefit plans:

The Premium Payment Component permits an Employee to pay for his or her share of contributions for insurance plans with pretax dollars. Under the City of Edgewood Cafeteria Plan, these benefits may include:

- Accident
- Bridge
- Dental
- Hospital Indemnity

- Specific Disease or Condition
- Medical
- Vision

If you select any or all of these benefits, you will likely pay all or some of the contributions; the Employer may contribute some or no portion of them. The applicable amounts will be described in documents furnished separately to you as necessary from time to time.

The Employer may at its own discretion offer cash in lieu of benefits for participants who do not choose benefits. If the Employer does choose this option, participants will be informed through other communications.

CAF Q-3. Who can participate in the Cafeteria Plan?

Employees who are working 32 hours per week or more are eligible to participate in the Cafeteria Plan following 90 days of employment with the Employer, provided that the election procedures in CAF Q-5 are followed.

An "Employee" is any individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll.

Please note: "Employee" does not include the following:

(a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer;

(b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer;

(c) any employee covered under a collective bargaining agreement;

(d) any individual considered "self-employed" by the IRS because of an ownership interest in City of Edgewood;

CAF Q-4. What tax savings are possible under the Cafeteria Plan?

You may save both federal income tax and FICA (Social Security/Medicare) taxes by participating in the City of Edgewood Cafeteria Plan.

Example CAF Q4(a): Suppose Sally pays 15% in federal income taxes for the year. With an annual salary of \$30,000, that could mean as much as \$4,500 in federal income taxes, plus \$2,295 in FICA taxes (calculated at 7.65% of income). But by electing \$2,000 of cafeteria plan benefits for the year, Sally lowers her income by \$2,000, meaning she is only taxed on \$28,000. This comes out to \$4,200 in income tax plus \$2,142 in FICA tax. That's a \$453 tax savings for the year.

(Caution: This example is intended to illustrate the general effect of "pre-taxing" benefits through a cafeteria plan. It does not take into account the effects of filing status, tax exemptions, tax deductions and other factors affecting tax liability. Furthermore, the amount of the contributions used in this example is not meant to reflect your actual contributions. It is also not intended to reflect specifically upon your particular tax situation. You are encouraged to consult with your accountant or other professional tax advisor with regard to your particular tax situation, especially with regard to state and local taxes.)

CAF Q-5. When does participation begin and end in the Cafeteria Plan?

After you satisfy the eligibility requirements, you can become a Participant on the first day of the next calendar month by electing benefits in a manner such as described in CAF Q-1. An eligible Employee who does not elect benefits will not be able to elect any benefits under the Cafeteria Plan until the next Open Enrollment Period (unless a "Change in Election Event" occurs, as explained in CAF Q-7).

An Employee continues to participate in the Cafeteria Plan until (a) termination of the Cafeteria Plan; or (b) the date on which the Participant ceases to be an eligible Employee (because of retirement, termination of employment, layoff, reduction of hours, or any other reason). However, for purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-8 and CAF Q-12 for more information about this as information about how termination of participation affects your Benefits.

CAF Q-6. What is meant by "Open Enrollment Period" and "Plan Year"?

The "Open Enrollment Period" is the period during which you have an opportunity to participate under the Cafeteria Plan by electing to do so. (See Q-5.) You will be notified of the timing and duration of the Open Enrollment Period, which for any new Plan Year generally will occur during the quarter preceding the new Plan Year.

The Plan Year for the City of Edgewood Cafeteria Plan is the period beginning on October 01 2012 and ending on September 30 2013.

CAF Q-7. Can I change my elections under the Cafeteria Plan during the Plan Year?

Except in the case of HSA elections, you generally cannot change your election to participate in the Cafeteria Plan or vary the salary reduction amounts that you have selected during the Plan Year (this is known as the "irrevocability rule"). Of course, you can change your elections for benefits and salary reductions during the Open Enrollment Period, but those election changes will apply only for the following Plan Year.

However, there are several important exceptions to the irrevocability rule, many of which have to do with events in your personal or professional life that may occur during the Plan Year.

Here are the exceptions to the irrevocability rule:

1. Leaves of Absence

You may change an election under the Cafeteria Plan upon FMLA and non-FMLA leave only as described in CAF Q-14.

2. Change in Status.

If one or more of the following Changes in Status occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described in item 3 below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations:

- a change in your legal marital status (such as marriage, death of a Spouse, divorce, legal separation, or annulment);
- a change in the number of your Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);
- any of the following events that change the employment status of you, your Spouse, or your Dependent and that affect benefits eligibility under a cafeteria plan (including this Cafeteria Plan) or other employee benefit plan of you, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or

commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; switching from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa); incurring a reduction or increase in hours of employment; or any other similar change that makes the individual become (or cease to be) eligible for a particular employee benefit;

- an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as an employee's child covered as a dependent by an accident or health plan who turns 27 during the taxable year, ceasing to be a student, or a similar circumstance); or
- a change in your, your Spouse's, or your Dependent's place of residence.

3. Change in Status—Other Requirements.

If you wish to change your election based on a Change in Status, you must establish that the revocation is on account of and corresponds with the Change in Status. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine whether a requested change is on account of and corresponds with a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage eligibility.

In addition, you must satisfy the following specific requirements in order to alter your election based on that Change in Status:

- *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For Health Insurance Benefits, a special rule governs which type of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent's ceasing to satisfy the eligibility requirements for coverage, you may elect only to cancel the accident or health benefits for the affected Spouse or Dependent. A change in election for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements would fail to correspond with that Change in Status.

However, if you, your Spouse, or your Dependent elects COBRA continuation coverage under the Employer's plan because you ceased to be eligible because of a reduction of hours or because your Dependent ceases to satisfy eligibility requirements for coverage, and if you remain a Participant under the terms of this Cafeteria Plan, then you may in certain circumstances be able to increase your contributions to pay for such coverage. See CAF Q-12.

- *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which you, your Spouse, or your Dependent gains eligibility for coverage under another employer's cafeteria plan (or qualified benefit plan) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Cafeteria Plan would correspond with that Change in Status only if coverage for that individual becomes effective or is increased under the other employer's plan.

4. Special Enrollment Rights. In certain circumstances, enrollment for Health Insurance Benefits may occur outside the Open Enrollment Period, as explained in materials provided to you separately describing the Health Insurance Benefits. When a special enrollment right explained in those separate documents applies to your Medical Insurance Benefits, you may change your election under the Cafeteria Plan to correspond with the special enrollment right. Special enrollments may also be available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from Medicaid or SCHIP.

5. Certain Judgments, Decrees, and Orders. If a judgment, decree, or order from a divorce, separation, annulment, or custody change requires your child (including a foster child who is your Dependent) to be covered under the Health Insurance Benefits, you may change your election to provide coverage for the child. If the order requires that another individual (such as your former Spouse) cover the child, then you may change your election to revoke coverage for the child, provided that such coverage is, in fact, provided for the child.

6. Medicare or Medicaid. If you, your Spouse, or your Dependent becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid, then you may reduce or cancel that person's accident or health coverage under the Medical Insurance Plan. Similarly, if you, your Spouse, or your Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then you may elect to commence or increase that person's accident or health coverage.

7. Change in Cost. If the cost charged to you for your Health Insurance Benefits significantly increases during the Plan Year, then you may choose to do any of the following: (a) make a corresponding increase in your contributions; (b) revoke your election and receive coverage under another benefit package option (if any) that provides similar coverage, or elect similar coverage under the plan of your Spouse's employer; or (c) drop your coverage, but only if no other benefit package option provides similar coverage. Coverage under another employer plan, such as the plan of a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.) If the cost of Health Insurance significantly decreases during the Plan Year, then the Plan Administrator may permit the following election changes: (a) if you are enrolled in the benefit package option that has decreased in cost, you may make a corresponding decrease in your contributions; (b) if you are enrolled in another benefit package option (such as the HMO option under the Medical Insurance Plan), you may change your election on a prospective basis to elect the benefit package option that has decreased in cost (such as the PPO option under the Medical Insurance Plan); or (c) if you are otherwise eligible, you may elect the benefit package option that has decreased in cost on a prospective basis, subject to the terms and limitations of the benefit package option.

For insignificant increases or decreases in the cost of benefits, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost.

The Plan Administrator generally will notify you of increases or decreases in the cost of Health Insurance benefits.

8. Change in Coverage. You may also change your election if one of the following events occurs:

- *Significant Curtailment of Coverage.* If your Health Insurance Benefits coverage is significantly curtailed without a loss of coverage (for example, when there is an increase in the deductible under the Medical Insurance Benefits), then you may revoke your election for that coverage and elect coverage under another benefit package option that provides similar coverage. (Coverage under a plan is significantly curtailed only if there is an overall reduction of coverage under the plan generally—loss of one particular physician in a network does not constitute significant curtailment.) If your Health Insurance Benefits coverage is significantly curtailed with a loss of coverage (for example, if you lose all coverage under the option by reason of an overall lifetime or annual limitation), then you may either revoke your election and elect coverage under another benefit package option that provides similar coverage, elect similar coverage under the plan of your Spouse's employer, or drop coverage, but only if there is no option available under the plan that provides similar coverage. (The Plan Administrator generally will notify you of significant curtailments in Medical Insurance Benefits coverage.)
- *Addition or Significant Improvement of Cafeteria Plan Option.* If the Cafeteria Plan adds a new option or significantly improves an existing option, then the Plan Administrator may permit Participants who are enrolled in an option other than the new or improved option to elect the new or improved option. Also, the Plan Administrator may permit eligible Employees to elect the new or improved option on a prospective basis, subject to limitations imposed by the applicable option.
- *Loss of Other Group Health Coverage.* You may change your election to add group health coverage for you, your Spouse, or your Dependent, if any of you loses coverage under any group health coverage sponsored by a governmental or educational institution (for example, a state children's health insurance program or certain Indian tribal programs).
- *Change in Election Under Another Employer Plan.* You may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or a plan of your Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Cafeteria Plan permits you to make an election for a period of coverage (for example, the Plan Year) that is different from the period of coverage under the other cafeteria plan or qualified benefits plan, which it does.

For example, if an election to drop coverage is made by your Spouse during his or her employer's open enrollment, you may add coverage under the Cafeteria Plan to replace the dropped coverage.

CAF Q-8. What happens if my employment ends during the Plan Year or I lose eligibility for other reasons?

If your employment with the Employer is terminated during the Plan Year, then your active participation in the Cafeteria Plan will cease and you will not be able to make any more contributions to the Cafeteria Plan for Insurance Benefits.

See CAF Q-12 for information on your right to continued or converted group health coverage after termination of your employment.

For purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-12.

If you are rehired within the same Plan Year and are eligible for the Cafeteria Plan, then you may make new elections, provided that you are rehired more than 30 days after you terminated employment. If you are rehired within 30 days or less during the same Plan Year, then your prior elections will be reinstated.

If you cease to be an eligible Employee for reasons other than termination of employment, such as a reduction of hours, then you must complete the waiting period described in CAF Q-3 before again becoming eligible to participate in the Plan.

CAF Q-9. *RESERVED*****

CAF Q-10. How long will the Cafeteria Plan remain in effect?

Although the Employer expects to maintain the Cafeteria Plan indefinitely, it has the right to amend or terminate all or any part of the Cafeteria Plan at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Cafeteria Plan be amended accordingly.

CAF Q-11. What happens if my claim for benefits is denied?

Insurance Benefits

The applicable insurance company will decide your claim in accordance with its claims procedures. If your claim is denied, you may appeal to the insurance company for a review of the denied claim. If you don't appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a prerequisite to bringing a suit in state or federal court). For more information about how to file a claim and for details regarding the medical insurance company's claims procedures, consult the claims procedure applicable under that plan or policy, as described in the plan document or summary plan description for the Insurance Plan.

Appeals.

If your claim is denied in whole or part, then you (or your authorized representative) may request review upon written application to the "Committee" (the Benefits Committee that acts on behalf of the Plan Administrator with respect to appeals). Your appeal must be made in writing within 180 days after your receipt of the notice that the claim was denied. If you do not appeal on time, you will lose the right to appeal the denial and the right to file suit in court. Your written appeal should state the reasons that you feel your claim should not have been denied. It should include any additional facts and/or documents that you feel support your claim. You will have the opportunity to ask additional questions and make written comments, and you may review (upon request and at no charge) documents and other information relevant to your appeal.

Decision on Review.

Your appeal will be reviewed and decided by the Committee or other entity designated in the Plan in a reasonable time not later than 60 days after the Committee receives your request for review. The Committee may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with your appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of a medical expert consulted in connection with your appeal will be provided. If the decision on review affirms the initial denial of your claim, you will be furnished with a notice of adverse benefit determination on review setting forth:

- the specific reason(s) for the decision on review;
- the specific Plan provision(s) on which the decision is based;
- a statement of your right to review (upon request and at no charge) relevant documents and other information;
- if an "internal rule, guideline, protocol, or other similar criterion" is relied on in making the decision on review, then a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request; and
- a statement of your right to bring suit under ERISA § 502(a) (where applicable).

CAF Q-12. What is "Continuation Coverage" and how does it work?

COBRA

If you have elect Health Insurance Benefits under this Plan, you may have certain rights to the continuation of such benefits after a "Qualifying Event" (e.g., a termination of employment). See Appendix B of this SPD for a detailed description of your rights to "continuation coverage" under COBRA.

USERRA

Continuation and reinstatement rights may also be available if you are absent from employment due to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). More information about coverage under USERRA is available from the Plan Administrator.

CAF Q-13. How will participating in the Cafeteria Plan affect my Social Security and other benefits?

Participating in the Cafeteria Plan will reduce the amount of your taxable income, which may result in a decrease in your Social Security benefits and/or other benefits which are based on taxable income. However, the tax savings that you realize through Cafeteria Plan participation will often more than offset any reduction in other benefits. If you are still unsure, you are encouraged to consult with your accountant or other tax advisor.

CAF Q-14. How do leaves of absence (such as under FMLA) affect my benefits?

FMLA Leaves of Absence.

If the Employer is subject to the federal Family and Medical Leave Act of 1993 and you go on a qualifying leave under the FMLA, then to the extent required by the FMLA your Employer will continue to maintain your Health Insurance Benefits on the same terms and conditions as if you were still active (that is, your Employer will continue to pay its share of the contributions to the extent that you opt to continue coverage). Your Employer may require you to continue all Medical Insurance Benefits coverage while you are on paid leave (so long as Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, on a pre-tax salary-reduction basis).

If you are going on unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued) and you opt to continue your Insurance Benefits, then you may pay your share of the contributions in one of three ways: (a) with

after-tax dollars while on leave; (b) with pretax dollars to the extent that you receive compensation during the leave, or by pre-paying all or a portion of your share of the contributions for the expected duration of the leave on a pre-tax salary reduction basis out of your pre-leave compensation, including unused sick days and vacation days (to pre-pay in advance, you must make a special election before such compensation normally would be available to you (but note that prepayments with pre-tax dollars may not be used to pay for coverage during the next Plan Year); or (c) by other arrangements agreed upon by you and the Plan Administrator (for example, the Plan Administrator may pay for coverage during the leave and withhold amounts from your compensation upon your return from leave).

If your Employer requires all Participants to continue Insurance Benefits during the unpaid FMLA leave, then you may discontinue paying your share of the required contributions until you return from leave. Upon returning from leave, you must pay your share of any required contributions that you did not pay during the leave. Payment for your share will be withheld from your compensation either on a pre-tax or after-tax basis, depending on what you and the Plan Administrator agree to.

If your Health Insurance coverage ceases while you are on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter such Benefits, as applicable, upon return from such leave on the same basis as when you were participating in the Plan before the leave or as otherwise required by the FMLA. You may be required to have coverage for such Benefits reinstated so long as coverage for Employees on non-FMLA leave is required to be reinstated upon return from leave.

If you are commencing or returning from FMLA leave, then your election for non-health benefits provided under this Plan, if any, will be treated in the same way as under your Employer's policy for providing such Benefits for Participants on a non-FMLA leave (see below). If that policy permits you to discontinue contributions while on leave, then upon returning from leave you will be required to repay the contributions not paid by you during leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

Non-FMLA Leaves of Absence.

If you go on an unpaid leave of absence that does not affect eligibility, then you will continue to participate and the contribution due from you (if not otherwise paid by your regular salary reductions) will be paid by pre-payment before going on leave, with after-tax contributions while on leave, or with catch-up contributions after the leave ends, as determined by the Plan Administrator. If you go on an unpaid leave that does affect eligibility, then the Change in Status rules will apply.

Premium Payment Benefits

PREM Q-1. What are "Premium Payment Benefits"?

As described in CAF Q-1, if you elect Premium Payment Benefits you will be able to pay for your share of contributions for Insurance Benefits with pre-tax dollars by electing to do so. Because the share of the contributions that you pay will be with pre-tax funds, you may save both federal income taxes and FICA (Social Security) taxes. See Q-4.

PREM Q-2. How are my Premium Payment Benefits paid?

As described in CAF Q-1 and in PREM Q-1, if you select an Insurance Plan described in CAF Q-2, then you may be required to pay a portion of the contributions. When you complete the Election Form/Salary Reduction Agreement, if you elect to pay for benefits on a pre-tax basis you agree to a salary reduction to pay for your share of the cost of coverage (also known as contributions) with pre-tax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes. From then on, you must pay a contribution for such coverage by having that portion

deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

The Employer may contribute all, some, or no portion of the Premium Payment Benefits that you have selected, as described in documents furnished separately to you from time to time.

Miscellaneous

MISC Q-1

What are my ERISA Rights?

The Cafeteria Plan is not an ERISA welfare benefit plan under the Employee Retirement Income Security Act of 1974 (ERISA). The SPDs of the various benefits components of the Plan will describe your rights under ERISA, if applicable, under that component.

Regardless, a participant in the Cafeteria Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations (such as worksites) all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies); and
- Receive a summary of the Plan's annual financial report, if any. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

COBRA and HIPAA Rights. You have a right to continue your Health Insurance Plan coverage for yourself if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

You have rights regarding reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

HIPAA Privacy Rights. Under another provision of HIPAA, group health plans are required to take steps to ensure that certain "protected health information" (PHI) is kept confidential. You may receive a separate notice from the Employer (or medical insurers) that outlines its health privacy policies.

Fiduciary Obligations. In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other participants.

No Discrimination. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Right to Review. If your claim for a benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Enforcing Your Rights. Under ERISA, there are steps that you can take to enforce these rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive them, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored in whole or in part, then you may file suit in a state or federal court (but only if you have first filed your claim under the plan's claims procedures and, if applicable, filed a timely appeal of any denial of your claim).

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration

MISC Q-2. What other general information should I know?

This MISC Q-2 contains certain general information that you may need to know about the Plan.

Plan Information

Official Name of the Plan: City of Edgewood Cafeteria Plan

Plan Number: 501

Effective Date: October 01 2012.

Plan Year: October 01 2012 to September 30 2013. Your Plan's records are maintained on this period of time

Type of Plan: Welfare plan providing various insurance benefits

Employer/Plan Sponsor Information

Name and Address:

City of Edgewood
405 Larue Ave.
Edgewood, FL, 32809

Federal employee tax identification number (EIN): 591282305

Plan Administrator Information

Name, Address, and business telephone number:

City of Edgewood
405 Larue Ave.
Edgewood, FL, 32809
Attention: Human Resources Manager
Telephone: 4078512920

Agent for Service of Legal Process

The name and address of the Plan's agent for service of legal process is:

City of Edgewood
405 Larue Ave.
Edgewood, FL, 32809
Attention: Benefits Committee

Qualified Medical Child Support Order

The Health Insurance Plans will provide benefits as required by any qualified medical child support order (QMCSO), as defined in ERISA § 609(a). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or to less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Appendix A

*****Affiliated Employers*****

Appendix B

COBRA CONTINUATION COVERAGE RIGHTS under the City of Edgewood Cafeteria Plan (the "Plan")

The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. PLEASE READ THE FOLLOWING CAREFULLY.

The City of Edgewood Cafeteria Plan has group health insurance components and you may be enrolled in one or more of these components. COBRA (and the description of COBRA coverage contained in this SPD) applies only to the group health plan benefits offered under the Plan and not to any other benefits offered under the Plan or by City of Edgewood. The Plan provides no greater COBRA rights than what COBRA requires—nothing in this SPD is intended to expand your rights beyond COBRA's requirements.

What Is COBRA Coverage?

COBRA coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed below in the section entitled "Who Is Entitled to Elect COBRA?"

COBRA coverage may become available to "qualified beneficiaries"

After a qualifying event occurs and any required notice of that event is properly provided to City of Edgewood, COBRA coverage must be offered to each person losing Plan coverage who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the Plan is lost because of the qualifying event. (Certain newborns, newly adopted children, and alternate recipients under QMCSOs may also be qualified beneficiaries. This is discussed in more detail in separate paragraphs below.)

Who Is Entitled to Elect COBRA?

We use the pronoun "you" in the following paragraphs regarding COBRA to refer to each person covered under the Plan who is or may become a qualified beneficiary.

Qualifying events for the covered employee

If you are an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because either one of the following qualifying events happens:

- your hours of employment are reduced; or
- your employment ends for any reason other than your gross misconduct.

Qualifying events for the covered spouse

If you are the spouse of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- your spouse dies;
- your spouse's hours of employment are reduced;
- your spouse's employment ends for any reason other than his or her gross misconduct;
- you become divorced or legally separated from your spouse. Also, if your spouse (the employee) reduces or eliminates your group health coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a qualifying event for you even though your coverage was reduced or eliminated before the divorce or separation.

Qualifying events for dependent children

If you are the dependent child of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- your parent-employee dies;
- your parent-employee's hours of employment are reduced;
- your parent-employee's employment ends for any reason other than his or her gross misconduct;
- you stop being eligible for coverage under the Plan as a "dependent child."

Electing COBRA after leave under the Family and Medical Leave Act (FMLA)

Under special rules that apply if an employee does not return to work at the end of an FMLA leave, some individuals may be entitled to elect COBRA even if they were not covered under the Plan during the leave. Contact City of Edgewood for more information about these special rules.

Special second election period for certain eligible employees who did not elect COBRA

Certain employees and former employees who are eligible for federal trade adjustment assistance (TAA) or alternative trade adjustment assistance (ATAA) are entitled to a second opportunity to elect COBRA for themselves and certain family members (if they did not already elect COBRA) during a special second election period of 60 days or less (but only if the election is made within six months after Plan coverage is lost).

When Is COBRA Coverage Available?

When the qualifying event is the end of employment, reduction of hours of employment, or death of the employee, the Plan will offer COBRA coverage to qualified beneficiaries. You need not notify City of Edgewood of any of these qualifying events.

Caution:

You stop being eligible for coverage as dependent child whenever you fail to satisfy any part of the plan's definition of dependent child.

You must notify the plan administrator of certain qualifying events by this deadline

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), a COBRA election will be available to you only if you notify City of Edgewood in writing within 60 days after the later of (1) the date of the qualifying event; or (2) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event.

No COBRA election will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Qualifying Event Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to City of Edgewood during the 60-day notice period, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.

How to elect COBRA

To elect COBRA, you must complete the Election Form that is part of the Plan's COBRA election notice and mail or hand-deliver it to City of Edgewood. An election notice will be provided to qualified beneficiaries at the time of a

qualifying event. You may also obtain a copy of the Election Form from City of Edgewood.

Deadline for COBRA election

If mailed, your election must be postmarked (or if hand-delivered, your election must be received by the individual at the address specified on the Election Form) no later than 60 days after the date of the COBRA election notice provided to you at the time of your qualifying event (or, if later, 60 days after the date that Plan coverage is lost). **IF YOU DO NOT SUBMIT A COMPLETED ELECTION FORM BY THIS DUE DATE, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.**

Independent election rights

Each qualified beneficiary will have an independent right to elect COBRA.

Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the Plan's COBRA election notice **WILL LOSE HIS OR HER RIGHT TO ELECT COBRA COVERAGE.**

Special Considerations in Deciding Whether to Elect COBRA

In considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. First, you can lose the right to avoid having preexisting condition exclusions applied to you by other group health plans if you have more than a 63-day gap in health coverage, and election of COBRA may help you not have such a gap. Second, you will lose the guaranteed right to purchase individual health insurance policies that do not impose such preexisting condition exclusions if you do not get COBRA coverage for the maximum time available to you. Finally, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage under the Plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available to you.

Length of COBRA Coverage

COBRA coverage is a temporary continuation of coverage. The COBRA coverage periods described below are maximum coverage periods.

COBRA coverage can end before the end of the maximum coverage period for several reasons, which are described in the section below entitled "Termination of COBRA Coverage Before the End of the Maximum Coverage Period."

Death, divorce, legal separation, or child's loss of dependent status

When Plan coverage is lost due to the death of the employee, the covered employee's divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA coverage under the Plan's Medical and Dental components can last for up to a total of 36 months.

If the covered employee becomes entitled to Medicare within 18 months before his or her termination of employment or reduction of hours.

When Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage under the Plan's Medical and Dental components for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA coverage for his spouse and children who lost coverage as a result of his termination can last up to

36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if the covered employee becomes entitled to Medicare within 18 months BEFORE the termination or reduction of hours.

Termination of employment or reduction of hours

Otherwise, when Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, COBRA coverage under the Plan's Medical and Dental components generally can last for only up to a total of 18 months.

Extension of Maximum Coverage Period

If the qualifying event that resulted in your COBRA election was the covered employee's termination of employment or reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify City of Edgewood of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage.

Disability extension of COBRA coverage

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify City of Edgewood in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was the covered employee's termination of employment or reduction of hours. The disability must have started at some time before the 61st day after the covered employee's termination of employment or reduction of hours and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months, as described above). Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

You must notify City of Edgewood of a qualified beneficiary's disability by this deadline

The disability extension is available only if you notify City of Edgewood in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- the date of the Social Security Administration's disability determination;
- the date of the covered employee's termination of employment or reduction of hours; and

- the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours.

You must also provide this notice within 18 months after the covered employee's termination of employment or reduction of hours in order to be entitled to a disability extension.

No disability extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Disability Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures."

If these procedures are not followed or if the notice is not provided to City of Edgewood during the 60-day notice period and within 18 months after the covered employee's termination of employment or reduction of hours, then there will be no disability extension of COBRA coverage.

Second qualifying event extension of COBRA coverage

An extension of coverage will be available to spouses and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the covered employee's termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of a covered employee, divorce or legal separation from the covered employee, or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a covered employee becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

You must notify City of Edgewood of a second qualifying event by this deadline

This extension due to a second qualifying event is available only if you notify City of Edgewood in writing of the second qualifying event within 60 days after the date of the second qualifying event.

No extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Second Qualifying Event Form" (you may obtain a copy of this form from City of Edgewood at no charge), and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to City of Edgewood during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

Termination of COBRA Coverage Before the End of the Maximum Coverage Period

COBRA coverage will automatically terminate before the end of the maximum period if:

- any required premium is not paid in full on time;
- a qualified beneficiary becomes covered, after electing COBRA, under another group health plan (but only after any exclusions of that other plan for a preexisting condition of the qualified beneficiary have been exhausted or satisfied);
- a qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- the employer ceases to provide any group health plan for its employees; or
- during a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all qualified beneficiaries, not just the disabled qualified beneficiary, will terminate).

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving COBRA coverage (such as fraud).

You must notify City of Edgewood if a qualified beneficiary becomes entitled to Medicare or obtains other group health plan coverage

You must notify City of Edgewood in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part B, or both) or becomes covered under other group health plan coverage. In addition, if you were already entitled to Medicare before electing COBRA, notify Employer of the date of your Medicare entitlement at the address shown in the section below entitled "Notice Procedures."

You must notify City of Edgewood if a qualified beneficiary ceases to be disabled

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify City of Edgewood of that fact within 30 days after the Social Security Administration's determination.

Cost of COBRA Coverage

Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102% (or, in the case of an extension of COBRA coverage due to a disability, 150%) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving COBRA coverage. The amount of your COBRA premiums may change from time to time during your period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

Payment for COBRA Coverage

How premium payments must be made

All COBRA premiums must be paid by check. Your first payment and all monthly payments for COBRA coverage must be mailed or hand-delivered to the individual at the payment address specified in the election notice provided to you at the time of your qualifying event. However, if the Plan notifies you of a new address for payment, you must mail or hand-deliver all payments for COBRA coverage to the individual at the address specified in that notice of a new address.

When premium payments are considered to be made

If mailed, your payment is considered to have been made on the date that it is postmarked. If hand-delivered, your payment is considered to have been made when it is received by the individual at the address specified above. You will not be considered to have made any payment by mailing or hand-delivering a check if your check is returned due to insufficient funds or otherwise.

First payment for COBRA coverage

If you elect COBRA, you do not have to send any payment with the Election Form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of your election. (This is the date your Election Form is postmarked, if mailed, or the date your Election Form is received by the individual at the address specified for delivery of the Election Form, if hand-delivered.) See the section above entitled "Electing COBRA Coverage."

Your first payment must cover the cost of COBRA coverage from the time your coverage under the Plan would have otherwise terminated up through the end of the month before the month in which you make your first payment. (For example, Sue's employment terminates on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45th day after the date of her COBRA election.)

You are responsible for making sure that the amount of your first payment is correct. You may contact City of Edgewood using the contact information provided below to confirm the correct amount of your first payment. Claims for reimbursement will not be processed and paid until you have elected COBRA and made the first payment for it.

If you do not make your first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under the Plan.

Monthly payments for COBRA coverage

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided to you at the time of your qualifying event. Under the Plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a

monthly payment on or before the first day of the month to which it applies, your COBRA coverage under the Plan will continue for that month without any break. City of Edgewood will not send periodic notices of payments due for these coverage periods (that is, we will not send a bill to you for your COBRA coverage—it is your responsibility to pay your COBRA premiums on time).

Grace periods for monthly COBRA premium payments

Although monthly payments are due on the first day of each month of COBRA coverage, you will be given a grace period of 30 days after the first day of the month to make each monthly payment. Your COBRA coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. However, if you pay a monthly payment later than the first day of the month to which it applies, but before the end of the grace period for the month, your coverage under the Plan will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the Plan.

More Information About Individuals Who May Be Qualified Beneficiaries

Children born to or placed for adoption with the covered employee during a period of COBRA coverage

A child born to, adopted by, or placed for adoption with a covered employee during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if the covered employee is a qualified beneficiary, the covered employee has elected COBRA coverage for himself or herself. The child's COBRA coverage begins when the child is enrolled in the Plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled in the Plan, the child must satisfy the otherwise applicable Plan eligibility requirements (for example, regarding age).

Alternate recipients under QMCSOs

A child of the covered employee who is receiving benefits under the Plan pursuant to a qualified medical child support order (QMCSO) received by City of Edgewood during the covered employee's period of employment with City of Edgewood is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

NOTICE PROCEDURES City of Edgewood Welfare Benefits Plan (the Plan)

WARNING: If your notice is late or if you do not follow these notice procedures, you and all related qualified beneficiaries will lose the right to elect COBRA (or will lose the right to an extension of COBRA coverage, as applicable).

Notices Must Be Written and Submitted on Plan Forms

Any notice that you provide must be in writing and must be submitted on the Plan's required form (the Plan's required forms are described above in this SPD, and you may obtain copies from City of Edgewood without charge). Oral notice, including notice by telephone, is not acceptable. Electronic (including e-mailed or faxed) notices are not acceptable.

How, When, and Where to Send Notices

You must mail or hand-deliver your notice to:

Human Resources Manager

City of Edgewood
405 Larue Ave.
Edgewood, FL, 32809

However, if a different address for notices to the Plan appears in the Plan's most recent summary plan description, you must mail or hand-deliver your notice to that address (if you do not have a copy of the Plan's most recent summary plan description, you may request one from City of Edgewood).

If mailed, your notice must be postmarked no later than the last day of the applicable notice period. If hand-delivered, your notice must be received by the individual at the address specified above no later than the last day of the applicable notice period. (The applicable notice periods are described in the paragraphs above entitled "You must notify the plan administrator of certain qualifying events by this deadline," "You must notify City of Edgewood of a qualified beneficiary's disability by this deadline," and "You must notify ABC Company of a second qualifying event by this deadline.")

Information Required for All Notices

Any notice you provide must include (1) the name of the Plan (City of Edgewood Welfare Benefits Plan); (2) the name and address of the employee who is (or was) covered under the Plan; (3) the name(s) and address(es) of all qualified beneficiary(ies) who lost coverage as a result of the qualifying event; (4) the qualifying event and the date it happened; and (5) the certification, signature, name, address, and telephone number of the person providing the notice.

Additional Information Required for Notice of Qualifying Event

If the qualifying event is a divorce or legal separation, your notice must include a copy of the decree of divorce or legal separation. If your coverage is reduced or eliminated and later a divorce or legal separation occurs, and if you are notifying City of Edgewood that your Plan coverage was reduced or eliminated in anticipation of the divorce or legal separation, your notice must include evidence satisfactory to City of Edgewood that your coverage was reduced or eliminated in anticipation of the divorce or legal separation.

Additional Information Required for Notice of Disability

Any notice of disability that you provide must include (1) the name and address of the disabled qualified beneficiary; (2) the date that the qualified beneficiary became disabled; (3) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (4) the date that the Social Security Administration made its determination; (5) a copy of the Social Security Administration's determination; and (6) a statement whether the Social Security Administration has subsequently determined that the disabled qualified beneficiary is no longer disabled.

Additional Information Required for Notice of Second Qualifying Event

Any notice of a second qualifying event that you provide must include (1) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (2) the second qualifying event and the date that it happened; and (3) if the second qualifying event is a divorce or legal separation, a copy of the decree of divorce or legal separation.

Who May Provide Notices

The covered employee, a qualified beneficiary who lost coverage due to the qualifying event described in the notice, or a representative acting on behalf of either may provide notices. A notice provided by any of these individuals will satisfy any responsibility to provide notice on behalf of all qualified beneficiaries who lost coverage due to the qualifying event described in the notice.

THIS CONCLUDES THE SUMMARY OF YOUR CONTINUATION COVERAGE RIGHTS UNDER COBRA. PLEASE CONTACT THE HUMAN RESOURCES OFFICE (OR THE EQUIVALENT THEREOF) OF CITY OF EDGEWOOD IF

YOU HAVE ANY QUESTIONS OR NEED MORE INFORMATION.

AN ORDINANCE OF THE CITY OF ~~PALM COAST~~FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 16, BUSINESSES AND BUSINESS REGULATIONS, CREATING ARTICLE VII, HERBAL INCENSE AND BATH SALTS; BY ADDING SECTION 16-207, "SALE OR DISPLAY OF HERBAL INCENSE AND BATH SALTS"; PROHIBITING THE SALE, DISPLAY OR DISTRIBUTION OF HERBAL INCENSE AND BATH SALT PRODUCTS; PROVIDING DEFINITIONS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY, CODIFICATIONS, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, synthetic cannabinoids and other dangerous chemicals are being added to products that mimic the effect of illegal drugs when ingested by humans; and

WHEREAS, in 2011, the United States Drug Enforcement Agency exercised emergency scheduling authority to control five (5) identified compounds utilized in synthetic cannabinoids products. The DEA exercised this authority to prevent imminent threat to public health and safety. In 2012, that control order was extended; and

WHEREAS, approximately nine (9) states have banned the sale of synthetic marijuana and other states are considering a ban; and

WHEREAS, on March 23, 2012, the Governor of the State of Florida signed Session Law 2012-23 (House Bill 1175) which amended *Section 893.03, Florida Statutes*, by adding 142 chemical designations containing hallucinogenic substances as Schedule I drugs for which the purchase, possession, sale, and/or distribution can result in a felony arrest; and

WHEREAS, while herbal incense products containing synthetic cannabinoids are marketed and sold as safe and legal alternatives to marijuana, they may be more potent and dangerous than marijuana and are also known to produce the following side effects, which may be severe: headaches, agitation, nausea, vomiting, dangerous hallucinations, loss of consciousness, elevated blood pressure, seizures, paranoid behavior, anxiety, increased heart rate, and even death in some cases; and

WHEREAS, according to the American Association of Poison Control Centers, exposure to synthetic marijuana resulted in 2,906 calls in 2010; 6,959 calls in 2011; and 1,901 calls in the first three (3) months of 2012 to poison control centers across the United States; and

WHEREAS, across the United States, numerous other municipalities and states have already taken action to prohibit these products and substances due to overdoses and illnesses; and

WHEREAS, the long term health effects of these products are unknown as they are not regulated by the FDA, have not undergone human clinical testing and their manufacturing process has no oversight; and

WHEREAS, the Florida Legislature has defined controlled substance analogs to exclude compounds containing a controlled substance which are not intended for human consumption, and which are packaged in such form or concentration, or with adulterants or denaturants, so that as packaged it does not present any significant potential for abuse; and

WHEREAS, herbal incense products containing synthetic cannabinoids are often sold to minors or to young adults who purchase such herbal incense products for human consumption as they are commonly known as "synthetic marijuana" notwithstanding packaging statements to the contrary; and

WHEREAS, such herbal incense products may be more dangerous than controlled substances due to the unapproved and uncertain chemical compounds contained therein; and

WHEREAS, the chemical compounds in synthetic cannabinoids are easy to change which allows new substances to be created to circumvent state and federal laws. These new chemical compounds are specifically packaged to avoid classification as a "controlled substance analog" even though they are designed to mimic the effects of illegal drugs; however, they often have other side effects and unknown long term effects; and

WHEREAS, the risks associated with the distribution and use of controlled substance analogs are increased because they can be created more rapidly than they can be identified and controlled by Congress or the Legislature; because their unregulated manufacture produces variations in concentration and purity; and because they have been consumed

disproportionately by minors and young adults, have dangerous side effects, and have unknown long term effects; and

WHEREAS, in January of 2011, the Florida Attorney General deemed "bath salts" containing psychoactive substances to be a significant threat to the health and public safety within the State of Florida; and

WHEREAS, the Florida Attorney General has added compounds contained within such "bath salts" to Florida's List of Controlled Substances, a schedule of drugs which makes the purchase, possession, sale and/or distribution a felony; and

WHEREAS, "bath salt" products are known to produce certain side effects, some of which are quite severe, including, but not limited to, muscle damage, kidney failure, seizures, blood circulation problems, hallucinations, aggression, severe paranoia, and panic attacks; and

WHEREAS, the substances contained in "bath salts" when ingested, circumvent existing drug laws; such substances being relatively new and not being fully researched; and

WHEREAS, "bath salts" are among the latest in a series of legal synthetic substances that, when used improperly, offer alternatives to illegal drugs; and

WHEREAS, suspected as being produced as legal substitutes for ecstasy, cocaine and amphetamines, "bath salts" are powerful stimulate drugs that are suspected that have been designed to avoid legal prosecution and are commonly available on the internet and in specialty smoke shops; and

WHEREAS, the distribution and use of herbal incense and bath salt products has a substantial and detrimental impact on the public health, safety and welfare of the residents of the City of ~~Palm Coast~~Flagler Beach; and

WHEREAS, herbal incense and bath salt products pose public health, safety and welfare issues for the City of ~~Palm Coast~~Flagler Beach and it is therefore necessary to identify and control new substances that mimic illegal drugs; and

WHEREAS, words with double underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL/COMMISSION OF THE CITY OF PALM COAST/FLAGLER BEACH, FLORIDA:

SECTION 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. That the Code of the City of ~~Palm Coast~~Flagler Beach, Florida, is hereby amended by creating and adding a new Article VII, Herbal Incense and Bath Salts, to Chapter 16, Businesses and Business Regulations, which Article VII reads as follows:

Article VII. Herbal Incense and Bath Salts.

Sec. 16-207. "Sale or Display of Herbal Incense."

(a) Definitions.

For purposes of this section, the following definition shall apply:

"Bath salts" means any substance containing a synthetic derivative of cathinone or any substance, whether in crystal, powder, liquid, tablet or capsule form, which the person distributing, displaying or offering for sale knows or reasonably should know contains any synthetic stimulant, notwithstanding any disclaimer such as "not for human consumption" and regardless of how the substance is displayed, marketed or labeled, including bath salts, potpourri, or other household products. This definition does not include 1) any pharmaceutical drugs containing synthetic cathinones or other synthetic stimulants approved by the FDA and available with a valid prescription, or 2) traditional bath salts that do not contain synthetic chemical stimulants such as sodium chloride, sea salts, magnesium sulfate (Epsom salts), sodium bicarbonate, and borax. Product packaging that indicates, suggests or implies that a substance mimics the pharmacological effects of cathinone, methcathinone, amphetamines, cocaine or MDMA creates a presumption that the person displaying or offering the substance for sale knows or should know that the substance contains a synthetic stimulant as defined herein.

"Herbal incense" means aromatic plant material, containing synthetic chemical compounds or to which any synthetic chemical compound has been added that mimic the effects of a controlled substance, that is displayed, sold, or distributed in a loose, leafy, powder or granular form, or in compressed blocks that can be easily crushed to result in a powder or granular form, and can be placed into pipes, cigarette papers or other drug paraphernalia for ingestion by smoking, inhaling or other methods.

(b) Sale, display, or distribution prohibited. It is unlawful for any person or entity to sell, offer for sale, display or distribute Herbal Incense or Bath Salts within the City.

(c) Enforcement. This section may be enforced by any City code enforcement officer, consistent with Chapter 2, Administration, Article III, Officer and Employees, Division 3, Code Enforcement Officer Boards, Commissions and Committees, Sections 2-60.1-260.5201 or by any other lawful means, including Chapter 162, Florida Statutes, through 2-243.

(d) Penalties.

1. Any person found in violation of this section shall be punished as provided in Chapter 2, Article III, Division 31, Subdivision 2 Civil Citation System of the City Code of Ordinances or by any other lawful means, including Chapter 162, Florida Statutes.

2. Any civil citation issued for non-compliance of this section shall be referred by the City to the City's Hearing Officer and the violation will, thereupon, be enforced and disposed of in accordance with the general state law applicable to citations.

SECTION 3. That the Code of the City of Palm Coast Flagler Beach, Florida, is hereby amended by adding the following to Section 2-227 Schedule of Violations:

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SECTION 4. SEVERABILITY.

If any provision of this Ordinance or the application thereof is finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the illegal, invalid or unenforceable provision is not material to the logical and intended interpretation of this Article.

SECTION 5. CODIFICATION.

It is the intention of the City Council/Commission of the City of Palm Coast Flagler Beach, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast Flagler Beach, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 6. CONFLICTS.

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its passage and adoption.

~~APPROVED on first reading the 18th day of September 2012, at a public hearing.~~

~~ADOPTED on the second reading the 2nd day of October 2012, at a public hearing.~~

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PASSED ON FIRST READING THIS _____ DAY OF _____, 2012.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

ATTEST:

~~CITY OF PALM COAST~~ **FLAGLER BEACH**

Penny Overstreet Virginia A. Smith, City Clerk
Netts, Mayor

Linda Provencher, J.P.

Approved as to form and legality

D. Andrew Smith William E. Reischmann, Jr., III Esquire

City of Edgewood

2013 ELECTION CALENDAR

The municipal election is March 12, 2013.

DATE	EVENT
Tuesday, November 20, 2012	Council to announce date of election / election notices posted at City Hall (required at least 75 days prior to election day).
Post Election Notice	December 16, 2012 is 75 days prior to March 12th.
Thursday, December 15, 2012 & Thursday, December 28, 2012	Notice of Election ad to be published
Wednesday, January 2, 2013	Last day to resign to run for mayor or city council seat [if applicable pursuant to <i>Florida Statute 99.012</i>]
Friday, January 12, 2013	Qualifying begins at 9 a.m. (60 days prior to election)
Friday, January 25, 2013	Qualifying ends at 4 p.m. (45 days prior to election) Ballot language due to Supervisor of Elections.
Friday, February 8, 2013	Campaign Treasurer Report due (32 nd day preceding election)
Friday, February 8, 2013	Last day to register with Orange County Supervisor of Elections in order to vote in March 12, 2013 election [must be registered 29 days before election]
Friday, February 22, 2013	Campaign Treasurer Report due (18 th day preceding election)
	Early voting begins
Friday, March 8, 2013	Campaign Treasurer Report due (4 th day preceding election)
Tuesday, March 12, 2013	General Election for the City of Edgewood
	Conduct audit at Supervisor of Elections Office
Tuesday, March 19, 2013	Newly elected council members take office
Monday, June 10, 2013	Campaign Treasurer Report due (90-day termination)

**CITY OF EDGEWOOD, FLORIDA
NOTICE OF GENERAL ELECTION**

PLEASE TAKE NOTICE that the City of Edgewood, Florida will hold a general election on Tuesday, March 12, 2013 for the purpose of electing three council members for two-year terms. These are at-large seats. When more than one office is being voted on such as that of council seats, those candidates receiving the highest number of votes shall be deemed elected. Accordingly the three candidates receiving the highest number of votes for city council member shall be elected to serve. Candidates may qualify during the period beginning January 12, 2013 and ending January 25, 2013, from 9 a.m. to 4 p.m, at the Office of the City Clerk, 405 Larue Avenue, Edgewood, Florida.

**CIUDAD DE EDGEWOOD
NOTICIA DE ELECCIONES**

POR FAVOR DESEN CUENTA que la ciudad de Edgewood, Florida va a tener una elección general el martes, el 12 de Marzo del 2013 con el propósito de elegir un Alcalde y dos miembros para la posición de consejero para la ciudad, y cada silla para cada miembro es de dos años. Estas sillas son en grande. Cuando hay más de una oficina para elegir como las de los concejales, los candidatos recibiendo el número más alto de votos serán elegidos para servir. Para una sola silla como la del Alcalde, el candidato recibiendo los más votos será elegido para servir. Los candidatos pueden cualificar durante las fechas del 12 de Enero del 2013 asta el 25 de Enero del 2013 en la oficina de City Clerk, 405 Larue Avenue, Edgewood, Florida.

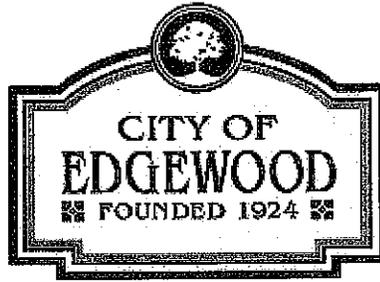
Bea L. Meeks, City Clerk
City of Edgewood
405 Larue Avenue
Edgewood, FL 32809
Phone 407-851-2920

ORLANDO SENTINEL - Legal Ads

PRESS DATE: December 15, 2012 and December 28, 2012

Billing Account # -

Please send confirmation.



MEMO

TO: Mayor Bagshaw, Council President Beardslee, Council Members Powell, Henley, Dowless and Chotas

FROM: Bea L. Meeks, City Clerk

RE: Fees

DATE: November 14, 2012

Per your request, I am providing you with more information regarding engineering fees. As you will recall, I reported in the October meeting that the review fees set by Resolution are not always covering the review time by the engineer. For this reason, I ask Council to consider amending the current fee schedule to include pass through fees, as allowed through Ordinance 2004-009. You may recall, I proposed the following:

SERVICE	FEE	CODE/STATUTORY REFERENCE (if applicable)
Any expenses incurred by the city during any review, inspection, permission or approval process for constructed improvements (including, but not limited to site plans, subdivision plans, plat approvals, variances) or land use improvements (including, but not limited to comprehensive plan amendments; zonings and rezoning; special exceptions; and building and/or uses of land connected with occupational license applications) in excess of any fees previously collected shall be billed to the owner/applicant/developer/subdivider by the City Clerk for payment.	Actual fee in excess of fee paid at time of application.	Section 7 (b) (Ord. No. 2004-09 adopted on 1/4/2005)

It should be noted that I reported to Council in the past regarding my concerns over consultant fees. My present concern is not specific to Florida Engineering Group. Additionally, amending our current fee schedule will not be specific to just engineering fees, but will cover other consulting fees, when applicable.

I am providing you with a spread sheet that shows fees paid to Engineer Art Miller, and compared the fees to the monies the City collected. The spreadsheet also shows a comparison of the fees paid to FEG, and the fees collected by the City. Invoices are also attached to the spreadsheet so you can see the actual bill. The spreadsheet only indicates those monies paid to the respective engineer for review time and/or inspections where money is collected by the City, it does not include the fees for projects specific to the City, i.e. NPDES, sidewalks, drainage, etc.

Lastly, I also requested that Council consider a zoning fee. As you may recall, I told you that the County will not look at any building application without our zoning clearance. When an applicant comes to City Hall for a permit for a fence (OC does not permit unless commercial), mechanical, plumbing, windows, doors, to name a few examples, staff reviews the application for the following:

1. Confirm the address is in the City limits (we do get applications for Belle Isle)
2. Confirm liability and workers comp insurance
3. Confirm licensed contractor

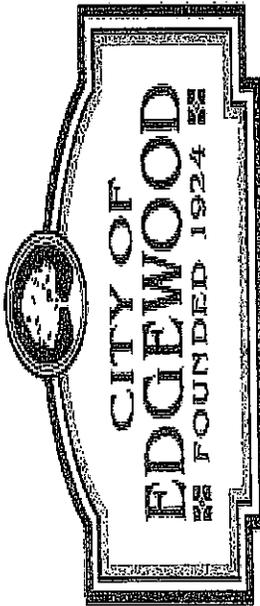
After we stamp for zoning, we make a copy of the the permit package, and then direct the applicant to Orange County for their permit. We data entry the permit information onto a log set up in the computer, and the application package now becomes a part of the City's records retention and disposition in archives. I am proposing a \$20.00 to \$25.00 zoning clearance fee.

Thank you for your consideration in this request.

Sept. 2012

City of Edgewood
Approved

by Ray B...
date 10-10-12
cost code See below



INVOICE

FEG

PROJECT

DATE INVOICE #

10/10/2012 6320

TA-12-010 NPDES

Collection and Coordination of Bulk Density Samples; Review of Previous Year Permits.

AMOUNT

\$ 1,012.50

ACCOUNT

539310-01

.50 Principal P.E.
9.5 Senior P.E.

6321

TA-12-017 492 Harbour Island Road
Fence Inspection and Approval

\$45.00

539310-01
3.0 Principal P.E.

6322

TA-12-031 4902 S. Orange Ave Antenna Upgrade (t-mobile)
Review and approval of addtl information and appvl memo.

\$120.00

539310-01
.80 Principal P.E.

6339

TA-12-032 Pool 5403 Oak Terrace Dr
Screen Enclosure Review and Appvl Memo

\$120.00

539310-01
.80 Principal P.E.

6323

TA-12-034 Pool 1368 Windsong Rd
Review and approval memo

200.00

539310-01
.50 Principal P.E.
1.00 Senior P.E.

6324

TA-12-035 SE 402 Oak Lynn Dr
Review and approval memo

162.50

539310-01
1.0 Senior P.E.
.25 Principal P.E.

6325

TA-12-036 BD 5143 Cranes Pt Ct
Review of Boat Dock Plans

300.00

539310-01
1.0 Principal P.E.
3.5 Senior P.E.

(This review included a Courtesy discount of \$287.50)

TOTAL \$ 1,960.00

A.R. MILLER ENGINEERING, INC.

Consulting Civil Engineers

1516 Hillcrest Street, Suite 212 - Orlando, Florida 32803

Post Office Box 2689 - Orlando, Florida 32802

Phone: (407) 841-4084 - Fax: (407) 648-8763

Ms. Bea Meeks, City Clerk
CITY OF EDGEWOOD
405 Larue Avenue
Edgewood, Florida 32809-3406

September 14, 2012

City of Edgewood Continuing Services; Engineer's Job No. 0327-00.

Billing period is April 1, 2012 through August 31, 2012.

Services performed under this billing: General consulting; finalize NPDES Annual Report and answer RAI with FDEP; Meet with Mayor and new City Engineer on transition issues and questions; answer questions from City Staff; attend meetings (NPDES).

Arthur R. Miller, III, PE, PLS

0327-00	MISCELLANEOUS	4.00 hours			
0327-64	NPDES	15.00			
0327-228	BEAZER LEGACY	2.00			
SUBTOTAL		21.00 hours @	\$125.00	/hour =	\$2,625.00

Angie Mahurin, Office Assistant

0327-00	MISC. - FILING	1.00			
0327-64	NPDES	3.25			
0327-64	NPDES ANNUAL REPORT	9.75			
0327-228	BEAZER LEGACY SUB	0.50			
SUBTOTAL		14.50 hours @	\$ 40.00	/hour =	\$580.00

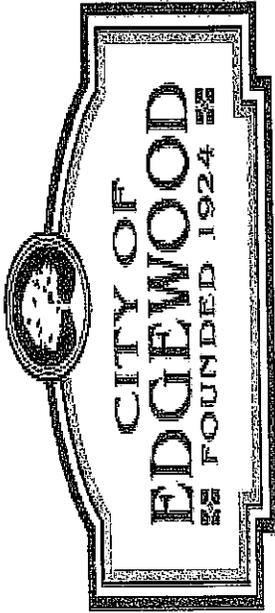
SUBTOTAL	\$3,205.00
EXPENSES (PRINTING, POSTAGE, DELIVERIES, ETC.)	0.00

TOTAL BALANCE DUE

\$3,205.00 SF

BREAKDOWN OF FEES FOR BUDGETARY PURPOSES:

GENERAL ENGINEERING:	#53931001	\$3,205.00
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Aug.

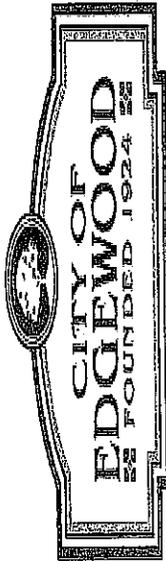
INVOICE

FEG

DATE	INVOICE #	PROJECT	AMOUNT	ACCOUNT
8/31/2012	6282	TA-12-005 RP 1368 Windsong Rd 08/31/12 - Gas Permit and Site Inspection	\$ 75.00 ✓	539310-01
8/31/2012	6283	TA-12-007 BD 1077 Windsong Rd 08/31/12 - Final inspection of Boat Dock	\$157.50 ✓	539310-01
8/31/2012	6284	TA-12-010 NPDES 08/31/12 - Prep for and mtg w/ OCEPD to review seasonal loading requirements, permit updates, stormwater mgmt program and Bulk density data collection.	\$300.00	539310-01
8/31/2012	6285	TA-12-020 E-W Records Parking Lot Repair 08/31/12 - Review of permit for re-surfacing and coordination with contractor and City Staff.	\$150.00	539310-01
8/31/2012	6286	TA-12-022 FRA Quiet Zone Review 08/31/12 - Coordination w/ City of Orl and VHB Consultant: Site Visits and Budget Review	\$ 345.00	539310-01
8/31/2012	6287	TA-12-031 4902 S. Orange Ave - Antenna Upgrade Review of antenna upgrade appl and issuance of review memo	\$ 525.00	539310-01
8/31/2012	6288	TA-12-032 Pool - 5403 Oak Terrace Drive 08/31/12 - Review of swimming pool permit appl and issuance of review memo	\$ 225.00	539310-01
8/31/2012	6289	TA-12-033 Drainage Complaint - Robert Brown Review of plat, e-mail Mayor and On-site mtg w/ Mr. Brown to review flooding and drainage complaint.	\$ 225.00	539310-01
TOTAL \$			2,002.50	

2500
107.50

\$ 50



July

INVOICE

FEG

DATE	INVOICE #	PROJECT	AMOUNT	ACCOUNT
8/14/2012	6222	11-081 Professional Eng Svcs	\$ 240.00	539310-01
8/14/2012	6223	07/03/12 - Prep for and mtg w/ Mayor to discuss budget, quiet zones. Principal P.E. TA-12-010-NPDES	\$360.00	539310-01
8/14/2012	6224	07/06/12 - Mtg w/ New Horizons to review storm maint logs and coord maint inspections. Flw-up related to NPDES reporting. TA-12-014 Landscape Plan Oak Lynn/Orange	\$1,555.00	539310-01
8/14/2012	6225	Through 07/31/12 -- Rev to landscape plan to address FDOT req. prep of sight distance plan; mtg w/ FDOT staff; misc coord w/ FDOT. TA-12-022 FRA Quiet Zone Review	\$120.00	539310-01
8/14/2012	6226	Through 07/31/12 -- Coord w/ City of Ori and e-mail outlining supplementary Safety measures. TA-12-023 RP 5515 Jessamine Lane ✓	\$ 225.00	539310-01
8/14/2012	6227	1.5 hrs review time (We did collect a \$50.00 review fee for original submittal) TA-12-024 ROW Lake Conway DR ✓	\$ 150.00	539310-01
8/14/2012	6228	1.0 P.E. time to review ROW Util Prmt TA-12-026 GP 1365 Windsong Rd ✓	\$ 75.00	539310-01
8/14/2012	6229	0.5 review of Gas Permit Appl (We were able to collect \$50.00 review fee to re-coop our costs) TA-12-027 Pool-5102 Legacy Oaks Dr ✓	\$ 225.00	539310-01
8/14/2012	6230	Pool Permit Review - we rcv'd \$50.00 review fee from applicant. TA-12-028 Road & Sidewalk Budget ✓	\$ 1,177.50	539310-01
8/14/2012	6231	Site visits and drive through to discuss various maint needs; site measurements of req Impr. Prep of cost est and prelim budget. TA-12-029 SE 1303 Waterwitch Cove Cir ✓	\$ 112.50	539310-01

Screen Enclosure Permit Review: 0.75 review time.

TOTAL \$ 4,240.00

175
100
25
175
62.50
337.50

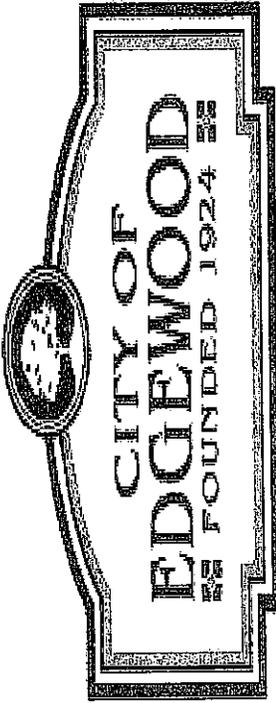


INVOICE

FEG

DATE	INVOICE #	PROJECT	AMOUNT	ACCOUNT
6/30/2012	6204	TA-12-010 NPDES	\$ 1,207.50	539310-01
6/30/2012	6205	TA-12-015 5603 Commerce Drive/ Drainage Co	\$75.00	539310-01
6/30/2012	6206	TA-12-016 Commerce Dr-Cul de Sac Retrofit	\$300.00	539310-01
6/30/2012	6207	TA-12-018 R-O-W The Oaks Circle	\$337.50	539310-01
6/30/2012	6208	TA-12-019 GP 5050 Tuscan Rd	75.00	539310-01
6/30/2012	6209	TA-12-021 RP 5107 Creusot Ct.	300.00	539310-01
6/30/2012	6210	TA-12-022 FRA Quiet Zone Review	\$ 825.00	539310-01

TOTAL \$ 3,120.00



INVOICE

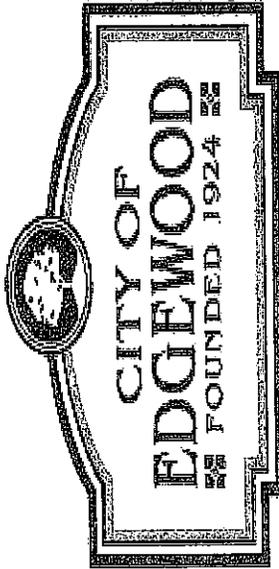
DATE	INVOICE #	FEG PROJECT	Invoice Descript	AMOUNT	ACCOUNT
5/31/2012	6152	Prep and Attendance of P&Z Meeting Meet with OC Prmt Req/FDEP Report and Bulk Density Test Req	11-081 Professional Eng Svcs	\$ 495.00	539310-01
5/31/2012	6153		TA-12-010 NPDES	\$450.00	539310-01
5/31/2012	6154	Time and Material Prep of Landscape Plan	TA-12-014 Landscape Plan Oak Lynn/Orange	\$650.00	539310-01
5/31/2012	6155	Mfg w/ Tom Ford and review permit doc for Mary Jess Commerce Center and Force Four Site Inspection and Review of Construction	TA-12-015 5603 Commerce Dr/Drainage Co	\$300.00	539310-01
5/31/2012	6152	Documents for Cul-de-sac	TA-12-016 Commerce Dr Cul-De-Sac retrofit	\$ 225.00	539310-01

TOTAL

\$ 2,120.00

250-

NO collected fees



INVOICE

FEG

DATE	INVOICE #	PROJECT	AMOUNT	ACCOUNT
4/30/2012	6126	TA-12-001 BD 5158 Cranes Point Ct	\$ 300.00	539310-01
4/30/2012	6127	TA-12-002 BD 5339 Oak Terrace Drive	\$300.00	539310-01
4/30/2012	6128	TA-12-003 RP 5507 Jessamine Lane	\$250.00	539310-01
4/30/2012	6129	TA-12-004 BD 1301 Windsong Rd	\$300.00	539310-01
4/30/2012	6130	TA-12-005 RP 1368 Windsong Rd	250.00	539310-01
4/30/2012	6131	TA-12-006 SP 5601 S. Orange Ave	375.00	539310-01
4/30/2012	6132	TA-12-007 BD 1077 Windsong Rd	600.00	539310-01
4/30/2012	6133	TA-12-008 BD Lake Harbour Circle	255.00	539310-01
4/30/2012	6134	TA-12-009 SE 4731 Legacy Oaks Drive	150.00	539310-01
TOTAL			\$ 2,780.00	

6,450

2,330

A.R. MILLER ENGINEERING, INC.

Consulting Civil Engineers

1516 Hillcrest Street, Suite 212 - Orlando, Florida 32803

Post Office Box 2689 - Orlando, Florida 32802

Phone: (407) 841-4084 - Fax: (407) 648-8763

September 14, 2012

Ms. Bea Meeks, City Clerk
CITY OF EDGEWOOD
 405 Larue Avenue
 Edgewood, Florida 32809-3406

City of Edgewood Continuing Services; Engineer's Job No. 0327-00.
 Billing period is March 1, 2012 through March 31, 2012. - Mar

Services performed under this billing: General consulting and design; NPDES coordination;
 Answer Developer's questions; Review residential building permits; Review commercial
 site plans; Coordination with Mayor and new City Engineer; attend meetings.

Arthur R. Miller, III, PE, PLS

0327-00	MISCELLANEOUS	1.50 hours		
0327-64	NPDES	4.00		
0327-228.10	BEAZER LOTS 10 & 11 C.C	1.25	50	
0327-261.1	LAKE MARY JESS CANAL	0.50		
0327-464	BALLENTINE VARIANCES	6.00		
0327-465	5525 JESSAMINE LANDING	0.50		
SUBTOTAL		13.75 hours @	\$125.00 /hour =	\$1,718.75

Ed Ellis, CADD Technician

0327-00	MAP/FILE TRANSFER	7.00 hours		
SUBTOTAL		7.00 hours @	\$70.00 /hour =	\$490.00

Angie Mahurin, Office Assistant

0327-64	NPDES	7.50		
0327-64	NPDES ANNUAL REPORT	1.00		
0327-228	BEAZER LEGACY SUB	1.25	50	
SUBTOTAL		9.75 hours @	\$40.00 /hour =	\$390.00

SUBTOTAL \$2,598.75
TOTAL BALANCE DUE \$2,598.75

BREAKDOWN OF FEES FOR BUDGETARY PURPOSES:
 GENERAL ENGINEERING: #53931001

\$2,598.75

A.R. MILLER ENGINEERING, INC.

Consulting Civil Engineers

1516 Hillcrest Street, Suite 212 - Orlando, Florida 32803
 Post Office Box 2689 - Orlando, Florida 32802
 Phone: (407) 841-4084 - Fax: (407) 648-8763

September 14, 2012

Ms. Bea Meeks, City Clerk
CITY OF EDGEWOOD
 405 Larue Avenue
 Edgewood, Florida 32809-3406

City of Edgewood Continuing Services; Engineer's Job No. 0327-00.
 Billing period is January 30, 2012 through February 29, 2012. - Feb

Services performed under this billing: General consulting and design; NPDES coordination;
 Answer Developer's questions; Review residential building permits; Review commercial
 site plans; attend meetings.

Arthur R. Miller, III, PE, PLS:

0327-00	MISCELLANEOUS	2.50 hours		
0327-64	NPDES	1.00		
0327-228.61	BEAZER LOT 61 C.O.	0.50	50	
0327-363	433 MANDALAY RD. (PAD	0.50		
0327-456	500 OLD ORCHARD POOL	0.25		
0327-463	1003 HARBOUR ISLAND F	0.75		
0327-464	BALLENTINE VARIANCES	<u>0.50</u>	↓	Ellen Langrove fee
SUBTOTAL		6.00 hours @	\$125.00 /hour =	\$750.00

Angie Mahurin, Office Assistant

0327-00	MISC. - TRAVEL	0.50		
0327-00	MISC. - FILING	3.75		
0327-64	NPDES	3.00		
0327-64	NPDES ANNUAL REPORT	26.50		
0327-228	BEAZER LEGACY SUB	<u>1.75</u>		
SUBTOTAL		35.50 hours @	\$ 40.00 /hour =	\$1,420.00

(Inspections)	0327-228	BEAZER LEGACY SUB	<u>1.50</u>		
SUBTOTAL		1.50 hours @	\$70.00 /hour =	\$105.00	

SUBTOTAL \$2,275.00
TOTAL BALANCE DUE \$2,275.00

530 -

BREAKDOWN OF FEES FOR BUDGETARY PURPOSES:
 GENERAL ENGINEERING: #53931001

\$2,275.00

A.R. MILLER ENGINEERING, INC.

Consulting Civil Engineers

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Phone: (407) 841-4084 - Fax: (407) 648-8763

September 14, 2012

Ms. Bea Meeks, City Clerk
CITY OF EDGEWOOD
405 Larue Avenue
Edgewood, Florida 32809-3406

City of Edgewood Continuing Services; Engineer's Job No. 0327-00.

Billing period is January 1, 2012 through January 27, 2012. - Jan

Services performed under this billing: General consulting and design; NPDES coordination; Answer Developer's questions; Review residential building permits; Review commercial site plans; attend meetings.

Arthur R. Miller, III, PE, PLS

0327-00	MISCELLANEOUS	1.00 hours			
0327-64	NPDES	<u>1.00</u>			
SUBTOTAL		2.00 hours @	\$125.00	/hour =	\$250.00

Ed Ellis, CADD Technician

0327-64	NPDES MAPPING	<u>1.50</u> hours			
SUBTOTAL		1.50 hours @	\$70.00	/hour =	\$105.00

Angie Mahurin, Office Assistant

0327-00	MISC. - FILING	0.50 hours			
0327-64	NPDES	<u>2.50</u>			
SUBTOTAL		3.00 hours @	\$ 40.00	/hour =	\$120.00

SUBTOTAL	<u>\$475.00</u>
EXPENSES (PRINTING, POSTAGE, DELIVERIES, ETC.)	<u>0.00</u>
TOTAL BALANCE DUE	<u>\$475.00</u>

BREAKDOWN OF FEES FOR BUDGETARY PURPOSES:

GENERAL ENGINEERING: #53931001 \$475.00 -0

A.R. MILLER ENGINEERING, INC.

Consulting Civil Engineers

1516 Hillcrest Street, Suite 212 - Orlando, Florida 32803
Post Office Box 2689 - Orlando, Florida 32802
Phone: (407) 841-4084 - Fax: (407) 648-8763

January 25, 2012

Ms. Bea Meeks, City Clerk
CITY OF EDGEWOOD
405 Larue Avenue
Edgewood, Florida 32809-3406

City of Edgewood Continuing Services; Engineer's Job No. 0327-00.

Billing period is December 3, 2011 through December 31, 2011. - Dec.

Services performed under this billing: General consulting and design; NPDES coordination; Answer Developer's questions; Review residential building permits; Review commercial site plans; Coordination of capital improvements project construction; attend meetings.

Arthur R. Miller, III, PE, PLS

0327-00	MISCELLANEOUS	0.50 hours	
0327-64	NPDES	3.00	
0327-91.1	BO'S TOWING SITE PLAN	1.50	
0327-115.1.2	PEP BOYS SIGN INFO	0.50	
0327-151.1	RUSSELL HOME SITE PL	1.50	
0327-228	BEAZER LEGACY	0.50 - 50	
0327-228.69	4816 LK MILLY	0.50 - 50	
SUBTOTAL		8.00 hours @	\$125.00 /hour = \$1,000.00

City of Edgewood
Approved
by Ray Bagshaw
date 2-8-12
cost code 539310-01

(see page 2)

CK # 5600

A.R. MILLER ENGINEERING, INC.

Consulting Civil Engineers

1516 Hillcrest Street, Suite 212 - Orlando, Florida 32803

Post Office Box 2689 - Orlando, Florida 32802

Phone: (407) 841-4084 - Fax: (407) 648-8763

Ms. Bea Meeks, City Clerk
CITY OF EDGEWOOD
405 Larue Avenue
Edgewood, Florida 32809-3406

December 14, 2011

City of Edgewood Continuing Services; Engineer's Job No. 0327-00.

Billing period is October 31, 2011 through November 30, 2011. - NOV.

Services performed under this billing: General consulting and design; NPDES coordination; Answer Developer's questions; Review residential building permits; Review commercial site plans; Coordination of capital improvements project construction; attend meetings.

Arthur R. Miller, III, PE, PLS

0327-00	MISCELLANEOUS	1.50 hours
0327-64	NPDES	2.50
0327-91.1	BO'S TOWING SITE PLAN	2.50 - 500
0327-151.1	RUSSELL HOME ADD.	2.50 - 500
0327-228	BEAZER LEGACY	0.50 - 50
0327-228.60	LOT 60 - POOL	0.50 - 50
0327-228.65	LOT 65 - SCREEN	0.50 - 50
0327-306.3	428 OAK LYNN LP	0.50 - 50
0327-359.2	590 GATLIN C.O.	0.50
0327-405.1	SIDEWALK REPAIRS 201'	<u>0.50</u>

SUBTOTAL

12.00 hours @ \$125.00 /hour = \$1,500.00

(see page 2)

CK# 5499

A.R. MILLER ENGINEERING, INC.

Consulting Civil Engineers

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Post Office Box 2689 - Orlando, Florida 32802

Phone: (407) 841-4084 - Fax: (407) 648-8763

Ms. Bea Meeks, City Clerk
CITY OF EDGEWOOD
405 Larue Avenue
Edgewood, Florida 32809-3406

November 14, 2011

City of Edgewood Continuing Services; Engineer's Job No. 0327-00.

Billing period is October 1, 2011 through October 30, 2011. - Oct.

Services performed under this billing: General consulting and design; NPDES coordination; Answer Developer's questions; Review residential building permits; Review commercial site plans; Coordination of capital improvements project construction; attend meetings.

Arthur R. Miller, III, PE, PLS

0327-00	MISCELLANEOUS	0.50 hours	
0327-64	NPDES	0.50	
0327-228.63	4700 LEGACY OAKS LP	0.50	} \$100
0327-228.65	4712 LEGACY OAKS POOL	0.50	
SUBTOTAL		2.00 hours @	\$125.00 /hour = <u>\$250.00</u>

(see page 2)

City of Edgewood
Approved
by Ryan Beaman

date 11-28-11

cost code 539310-01

\$1880.00

CK# 5391

From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM

TO: Mayor Bagshaw, Council President Beardslee, Council Members,
Powell, Dowless, Chotas and Henley

DATE: November 13, 2012 *BS*

This memo serves as an update on the activities and operations in City Hall. Please note the following:

1. The Department of Revenue found the City in compliance with the maximum total taxes levied requirement.
2. The Department of Revenue noted that the budget summary ad was not balanced but said the infraction does not materially impact the disclosure requirements of the Truth in Millage Laws, DOR accepted the City's Certification.
3. When I reviewed the ad, I noted that the revenues and expenditures balanced however, certain revenues and funds for some of the accounts did not balance. I have a call into Menee Rumlin-Bond, DOR, to obtain better information regarding the requirements for the balanced summary ad to ensure this doesn't happen with the next TRIM advertisements.
4. I am continuing to work through the 2-page (35 items) audit list to obtain the documents required by Holland & Reilly for the 11/12 FY Audit. The document/report that has to be generated from our accounting system will require work in Quick Books and Peachtree, since the City worked in both systems during the 11/12 FY.
5. I have prepared the 2013 Election Calendar. Additionally, I have placed a notice in the next Newsletter. Lastly, because the Notice has to be in English and Spanish for printing in the Orlando Sentinel, I have forwarded to a friend for translation from English to Spanish.
6. I completed and submitted the 2012 Census Of Governments Survey of Local Government Finances (22 pages).
7. Minutes are up-to-date.
8. The City continues to receive applications for building permits. Staff continues to work with FEG in timely getting these applications reviewed and cleared for zoning. The Planning & Zoning Board will be considering a variance for a boat dock. Due to

information not provided by the applicant, P&Z and Council probably will not address until January 2013.

9. I receive calls weekly regarding zoning. Of interest, it appears that Select Medical will be proposing additional space to their facility. I know a request for bids was published, as I have received calls from three different companies. I am compiling information from when the facility's special exception was granted, along with other pertinent information in preparation of Select's application.
10. Payments for Business Tax Receipts are still coming in; however, late fees are now being assessed. Staff member Roxanna Sigler is doing a great job keeping up with the payments. She and Administrative Assistant Cinnamon Wild are working with Code Enforcement on non-payments, and confirming those businesses who say they are no longer operating within the City.
11. 11-6-2012: Responded to the State regarding Records Management Compliance Statement.
12. 10-23-2012: Workers Compensation audit performed; I provided all records requested for the audit.

Please let me know if you have any questions. Thank you.