

Ray Bagshaw
Mayor

Judy Beardslee
Council President

Pam Henley
Council Member

John Dowless
Council Member

Neil Powell
Council Member

Lee Chotas
Council Member

CITY COUNCIL AGENDA
Regular Meeting
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, March 19, 2013
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. ORGANIZATIONAL MEETING

1. Final Certification of election results.
2. Administer Oath of Office to newly elected City Council members.
(Pgs. 1- 3)
3. Election of Council President
4. Council President to designate areas of responsibility (not already under the jurisdiction of the mayor), to be assigned to individual Council members pursuant to Section 3.12 of the City Charter.
(Pgs. 4 - 6)
5. Review of City Contracts/Agreements (Pgs. 7-11)

E. CONSENT AGENDA

1. December 4, 2012 – Council Workshop Minutes (Pgs. 12 – 22)
2. December 17, 2012 – Council Workshop Minutes (Pgs. 23 – 26)
3. January 8, 2012 – Council Workshop Minutes (Pgs. 27 – 29)
4. February 26, 2013 – Special Council Meeting Minutes (Pg. 30)

(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

1. Mayoral Proclamation – Sexual Assault Awareness Month (April) (Pgs. 31 – 34)
2. Mayoral Proclamation – Mayors’ Day of Recognition for National Service (Pgs. 35 - 38)

G. ORDINANCES

None

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

1. Ordinance 2013-01

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING SUBPART B “LAND DEVELOPMENT REGULATIONS”, CHAPTER 101, “GENERAL AND ADMINISTRATIVE PROVISIONS”, CREATING ARTICLE I, ENTITLED “PASS-THROUGH FEES”, IN THE CODE OF ORDINANCES; PROVIDING FOR PASS-THROUGH TO THE APPLICANT OF CERTAIN COSTS INCURRED BY THE CITY PERTAINING TO THE REVIEW, INSPECTION AND REGULATION OF DEVELOPMENT ACTIVITIES WITHIN THE CITY; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE. (Pgs. 39 – 45)

I. UNFINISHED BUSINESS

1. Permitting Fees (Pgs. 46 – 49)
2. Payroll Services (Pgs. 50 – 71)

J. NEW BUSINESS

K. GENERAL INFORMATION (No action required)

L. CITIZEN COMMENTS

M. BOARDS & COMMITTEES

N. STAFF REPORTS

Police Chief:

City Clerk:

Code Enforcement:

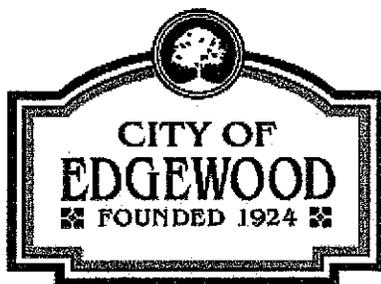
O. MAYOR & COUNCIL REPORTS

P. ADJOURNMENT

UPCOMING MEETINGS:

April 16, 2013.....City Council Regular
May 21, 2013.....City Council Regular
June 18, 2013City Council Regular

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.



OATH OF OFFICE

I, John Dowless, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States, and of the State of Florida; that I will bear true faith, loyalty and allegiance to the same; that I am entitled to hold office under the Constitution and that I will faithfully perform all duties of the Office of Council Member of the City of Edgewood on which I am now about to enter, so help me God.

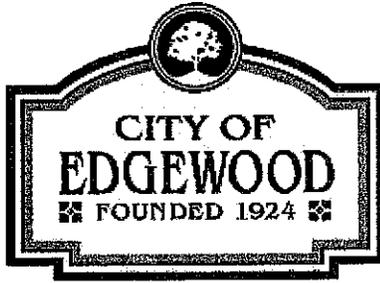
John Dowless

March 19, 2013

State of Florida
Orange County

Subscribed and sworn to before me this 19th day of March, 2013 by John Dowless (personally known).

Notary Public, State of Florida, At Large



OATH OF OFFICE

I, Neil G. Powell, D.D.S., do solemnly swear that I will support, protect and defend the Constitution and Government of the United States, and of the State of Florida; that I will bear true faith, loyalty and allegiance to the same; that I am entitled to hold office under the Constitution and that I will faithfully perform all duties of the Office of Council Member of the City of Edgewood on which I am now about to enter, so help me God.

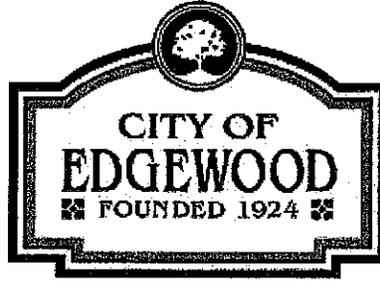
Neil G. Powell, D.D.S.

March 19, 2013

State of Florida
Orange County

Subscribed and sworn to before me this 19th day of March, 2013 by Neil G. Powell, D.D.S. (personally known).

Notary Public, State of Florida, At Large



OATH OF OFFICE

I, Raymond Bagshaw, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States, and of the State of Florida; that I will bear true faith, loyalty and allegiance to the same; that I am entitled to hold office under the Constitution and that I will faithfully perform all duties of the Office of Mayor of the City of Edgewood on which I am now about to enter, so help me God.

Raymond Bagshaw

March 19, 2013

State of Florida
Orange County

Subscribed and sworn to before me this 19th day of March, 2013 by Ray Bagshaw (personally known).

Notary Public, State of Florida, At Large

Section 3.12. - Areas of responsibility.

Upon the start of a new council session, the council president shall designate areas of responsibility (not already under the jurisdiction of the mayor) to be assigned to individual council members. Each council member shall assume responsibility for the assigned area and execute his/her other responsibilities within the broad guidelines established by the council. The council members shall render reports regarding other areas during regular or special meeting of the council.

(Ord. No. 2006-02, § 1 (Exh. A), 1-17-2006)

Finance & Budget
Code Enforcement
HAINC liaison
Cypress Grove Liaison
Land Development
Land Development/Master Plan
Public Works
Metro Plan
Police Department*
City Hall*
Contract Staff*

*Pursuant to Section 4.04 of the City Charter, the Mayor’s powers and duties include the Police Department, City Hall and Contract Staff.

Section 3.09. - Appointments.

Subsequent to completing the required procedures of the State of Florida relating to newly elected officials, the swearing in ceremonies shall be held during the first meeting of the new term (or as soon thereafter as reasonably possible in the case of unavoidable absences or delays). A council president shall be then elected by members of the council and actions initiated to appoint appropriate officials of the City of Edgewood. City council may appoint members to the various boards and committees of the city in accordance with such procedures as the city council may adopt or utilize, which members shall serve at the pleasure of city council.

(Ord. No. 2006-02, § 1 (Exh. A), 1-17-2006; Ord. No. 2009-11, §§ 1, 2, 11-17-2009)

Section 4.04. - Powers and duties of the mayor.

The mayor shall:

A.

Perform duties as the chief executive and administrator of the City, and as such, shall be responsible to the council for the supervision of city operations as defined below:

- Police Department
- City Hall
- Contract Staff

B.

During emergency situations the mayor shall have the authority to coordinate action with county, state, and federal authorities as deemed necessary.

C.

Make recommendations for: (1) all salaried personnel when vacancies occur, (2) unfilled terms for elected offices, (3) consultants at the start of each new session, (4) members of boards and committees when terms expire or vacancies occur, (5) any other recommendations that may be required. Recommendations made by the mayor shall be considered and confirmed by the council for appointment.

D.

Attend all council meetings and shall have the right to take part in discussion but may not vote except as otherwise provided in this Charter.

E.

See that all laws, provisions of this Charter and acts of the council, subject to enforcement by him/her or officers subject to his/her direction and supervision, are faithfully executed.

F.

Submit to the council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.

G.

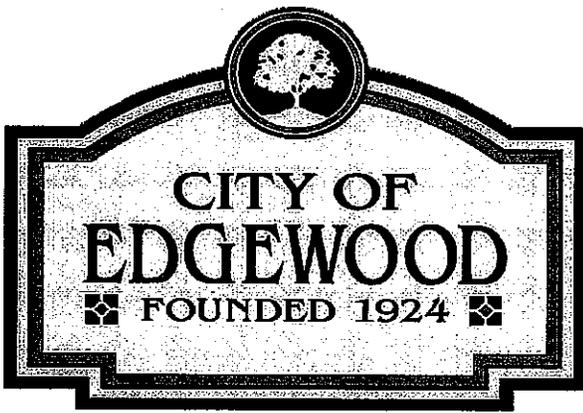
Make other reports as the council may require concerning the operations of the city departments, offices and agencies subject to his/her direction and supervision.

H.

Keep the council fully advised as to the financial condition and future needs of the city and make such recommendations to the council concerning the affairs of the city.

- I. Sign contract(s) on behalf of the city pursuant to the provisions of appropriate ordinances.
- J. Perform such other duties as are specified in this Charter or may be required by the council.
- K. May approve expenditures on behalf of the city within defined limits established by ordinance.
- L. May approve ceremonial proclamations.

(Ord. No. 2006-02, § 1 (Exh. A), 1-17-2006; Ord. No. 2009-11, §§ 1, 2, 11-17-2009)



CONTRACTS & AGREEMENTS

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

FROM: Bea L. Meeks, City Clerk

DATE: March 12, 2013

RE: Annual Contract Review

The City Charter provides that Council shall review all consultants on an annual basis (charter provision provided below). This memo provides information regarding the City's current consultants, including the approved fiscal year budget to support the services, along with information regarding their contracts with the City. I have also included information regarding the City's janitorial services, street maintenance and in-house accounting software.

Please note that you are not being provided with a copy of the Agreement/Contract, due to the copy volume. I will provide you with a copy upon request.

Section 4.11. - Consultants.

Consultants for the city shall be appointed by the mayor subject to the confirmation by the council and shall serve at the pleasure of city council. All consultants shall be appointed on an annual basis. Consultants shall include but not be limited to the following:

- A.
Legal. Legal consultants shall be an attorney (or firm) who shall provide legal advice to the council, represent the city in legal cases and provide legal services for the city as required.
- B.
Engineering. The engineering consultant (or firm) shall provide such engineering services that the council shall request.
- C.
Accountant. An accountant (or firm) shall be retained for annual audits and other related work as deemed necessary by the council.

D.

Other. As the circumstances require, the council may retain consultant services from a recognized authority or firm.

(Ord. No. 2006-02, § 1 (Exh. A), 1-17-2006)

The final budget for the 12/13 FY provides funds for the following services:

Services:

- **Legal Counsel** (Shepard, Smith & Cassady, P.A.)
(\$55,000)
- Key firm personnel providing legal services will include: D. Andrew Smith, III, as the City Attorney and Virginia Cassady and Cliff Shepard as Assistant City Attorneys.
- \$150.00 per hour for attendance at regular Council meetings, as well as all other meetings and workshops. The hourly rate includes review and preparation of contracts, ordinances and resolutions, research memoranda and legal opinions, and conferences with the Mayor, Council members, staff, consultants and others at the City's direction.
- \$150.00 per hour for representation before Federal and State Courts, administrative agencies, boards or commissions.
- The hourly rate is exclusive of costs (court costs, filing fees, taxes, recording fees, etc) however, regular postage and copies and delivery charges are considered routine and will not be invoiced to the City. However, Shepard, Smith & Cassady reserve the right to invoice if costs exceed the firm's reasonable expectations.
- Allowed 15-days within billing date for questions or adjustment requests; failure to do so will be deemed acknowledgement that the City finds the bill both accurate and fair.

"We agree to serve at the pleasure of City Council. No notice will be required to terminate our services. However, we will agree to provide not less than thirty (30) days notice if we elect to terminate our representation of the City"

- **Code Magistrate** (Brown, Garganese, Weiss & D'Agresta, P.A.)
(\$6,000)

Fees: \$150.00 per hour for legal services.

Reserve the right to bill for expenses that exceed the firm's reasonable expectations.

City has 15 days of the billing date with any questions or adjustment requests; otherwise, billing deemed accurate and fair.

Serves at the pleasure of Council; no notice required to terminate services.

Attorney Reischmann agreed to provide (30) days notice to terminate position.

- **Engineering Services** (FEG)
(\$50,000)

Agreement in effect for 7-years with an automatic 3-year renewal period.

Either party may terminate Agreement without cause upon a 3-day written notice. If consultant terminates the Agreement, they will continue to act in the capacity of City Engineer for up to 120 days at the existing compensation rate if requested.

Effective July 1, 2011, with fees in effect until July 1, 2013, until which date, the fees shall be evaluated on a yearly basis; proposed fees not effective until approved by Council.

- **Planning** (FEG/Update Comprehensive Plan)
(\$15,000)
- **Planner** (Ellen Hardgrove)
(\$7,500)

Planner, Ellen Hardgrove, has been the City's planner for ten years. There has never been any executed Agreement, and the fees have remained the same; \$125.00 per hour.

- **Solid Waste** (Waste Management)
(\$246,600)

Original Agreement with Waste Management was in 2001.

The Agreement was renewed on 9/1/2010 for five years effective January 1, 2011.

The current non-ad valorem per unit is \$292.96.

- **Bookkeeping Services** **McDermitt-Davis**
(12,000)

Bi-Weekly processing of payments of accounts payable.

Monthly reconciliation of all bank accounts and preparation of compiled financial statements.

Inputs journal entry and adjusting journal entries.

Inputs fiscal year budget information.

Prepares 941s,

- **Accounting Software** **Sage (f/k/a Peachtree)**
(\$949)

Current contract with Sage is \$949.00 w/o payroll module.

Renewal will be 1029.00 (August).

City currently has the ability to prepare payroll in-house and will continue to have the ability until 2014. At that time, City will have to add the payroll module because there will be no support for payroll services.

The cost to add the payroll module at renewal time (August), is \$1299.00.

- **Auditing Services** **Holland & Reilly**
(20,000)

Audit services extended annually upon mutual agreement.

Retained audit services for FY 10/11 audit; \$20,000, with additional \$5000.00 per single audit, if applicable. Audit services extended by mutual agreement.

- **Janitorial Services/Cleaning Supplies (\$10,000)** **Covenant Cleaning Services**

This service is on a year-to-year contract, with either party terminating with 30-days written notice.

Service provided weekly; \$75.00 weekly per building (City Hall and PD).

Billed monthly at \$325.00 per building.

- **Street Maintenance (\$38,000)**

New Horizons/Jerry Reynolds

Agreement with New Horizons originated on 3/13/2001 for three years (2004).

Right to terminate by either party with 30-days written notice.

Agreement can be renewed by subsequent fiscal year if the Contractor and the City agree.

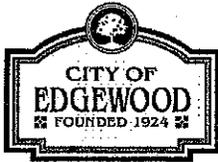
Initial annual Agreement was \$32,000.

10% increase in 2008 (\$35,200).

Increase in 2011 (\$38,000).

No changes/additions of duties occurred with the increases.

Monthly man hours provided typically do not exceed 40 hours (based on reports provided for the purposes of NPDES).



From the desk of the City Clerk....

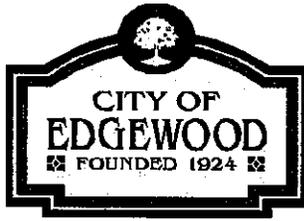
Bea L. Meeks, MMC, CPM

TO: Mayor and Council Members
DATE: March 7, 2013
RE: December 4, 2012 Workshop Minutes (Bank Depositories)

As you may recall from the February 19, 2013 Council meeting, I made a request on behalf of Council Member Chotas, to pull the December 4, 2012 Workshop minutes from the consent agenda.

Council Member Chotas listened to the recording of this workshop and provided me with and underline/strikethrough of changes/additions to these minutes, which is included in the agenda packet along with the final copy.

Thank you.



WORKSHOP
(RE: Bank Depositories)
Tuesday, December 4, 2012
9:00 a.m.

Attendees:

Mayor Bagshaw
Council President Beardslee
Council Member Henley
Council Member Powell
Council Member Chotas
Council Member Dowless

Staff:

City Clerk Meeks
Chief Marcus
City Attorney Smith

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City Council President Beardslee opened the City Council Workshop at 9:02 a.m. Council President Beardslee referred to Mayor Bagshaw, who said he contacted two other banks (four banks total) but did not respond. He said that the City is looking to place its money in two banks. He noted that there is still a half-million dollars not earning significant income in the SBA account, and hopes that at the conclusion of the presentations, Council can decide what they want to do with the half-million dollars. The Council may control policy issues, such as safety of the funds, so that income to City may increase. In response to Council President Beardslee, Mayor Bagshaw confirmed that the money in Old Florida National Bank is in an ICS (money market) account. Council Member Powell said that he didn't think anyone on Council other than Council President Beardslee knows the ins and outs of writing checks and moving money. He asked why Council is "sitting here" to be involved in the banking process, which is basically handled by the Mayor and the City Clerk. Council President Beardslee said that even though the Mayor has authority to select depositories, if she was in the Mayor's position, she would not want to have total authority. She said the Mayor agreed to hold the presentations. City Attorney Smith confirmed that the Mayor does have the total authority. Council Member Chotas agrees with Council Member Powell as it relates to handling the banking. He noted that he has money in Old Florida National Bank and would recuse himself from any decision on which depository to use. He went on to say the Mayor has total day-to-day ministerial authority, and it is wrong to usurp the Mayor's ministerial authority. The Mayor

has the discretion to include the Council in decision making. The Council may control policy issues, such as safety of the funds, so that income to City may increase. He said that the City monies have been deposited in another bank making no interest. The Mayor tried to fix this and the Council should not hamper the Mayor's efforts to increase interest paid to the City. Council President Beardslee said that in the ten years she has been on Council, there has never been a depository decision made without the Council being included. She asked the City Attorney to address each Council member's fiduciary duty under the Charter. Council President Beardslee said that about two and half years ago they found out they had 2.8 million dollars that one person had control of the funds. Council Member Chotas reiterated he will recuse himself from any financial decision that relates to Old Florida National Bank, but will be involved in the policy making decisions. Council Member Powell concurred. Council President Beardslee said she asked the City attorney to do some research on the risk factors of investing money. She said that if Council wants to cancel the presentations and let the Mayor make the decision then make the Motion now. Mayor Bagshaw said that he hasn't operated in a vacuum and that he has had a council member involved. He said the motion was made to move the funds, and he did and "now we are here after it has been done". He said the reason he thinks the presentations need to be done is for clarity. He said in looking ahead in the future, when he or other council members are not here; "the whole thing can blow up". He said things can change every March after an election. He said we can't look at what happened in the past and look at today and what needs to be done today, and what is best today and how can we best serve the City. He said he has included Council in the banking decisions. Mayor Bagshaw stated, "Will he include them in the day to day operations within the budget, no; he is not going to include Council". He said there is no way he can stop what he is doing every time he makes a day-to-day decision.

BANK PRESENTATIONS:

Christina Galley and Carlos Morrell, First Southern Bank

Christina confirmed Amanda Skaggs doesn't work with the City, as she has moved into another area of operations of the bank. She said that the bank does provide checks and balances and there are no fees. She said they only maintain the operational account. She said that First Southern has always had part of the City's accounts and they are happy with the partial relationship. She noted a meeting in July with the Mayor and Council Member Henley. She said they have not received the signature cards back and have not moved the funds. She said they would be required to put up funds to collateralize the additional funds, if the City placed them with First Southern.

QUESTIONS AND ANSWERS:

Council President Beardslee asks if a proposal was made to the City as it related to an interest rate for any other depository funds. Christina said she and Amanda Skaggs met with Mayor Bagshaw and Council Member Henley in July and it was discussed. She said the account is "pseudo" open but not set up because the signature card was not returned. Christina said the rates are in the packets Council received.

Council Member Powell referenced page 5, second paragraph. He said it seems strange to open accounts without putting any money in them. Council President Beardslee said they were opened to move the funds from the State accounts. She said restricted funds cannot be comingled with the general fund. Christina confirmed the 0.45% is a special rate for the City.

Mayor Bagshaw noted the problems with payroll during the holidays. He said the City had to cut paper checks. Christina said that the bank needs a two day lead time. She said she understands the Police Chief doesn't want to submit timesheets early. She confirmed the Federal Reserve controls the situation and they don't know how the employees' banks operate.

City Clerk Meeks ask what would cause a file error that could affect the ACH payroll, and was told that it could be because a new employee's ACH info was wrong.

Christina confirmed for Mayor Bagshaw that rates have gone down since July, but bank will hold the 0.45% rate for the City, and if there is any change in rates, the City will receive notice. It was confirmed for Council Member Chotas that the City would receive notice of rate changes prior to the next payment cycle.

In response to Council Member Chotas, Christina said all public funds would be collateralized.

Alyson Bass and John Calpey, Old Florida National Bank

John Calpey referred Council and staff to their proposal. He said they rely on the ICS (insured cash service). He said they offer two components; savings/money market and ICS demand (interest bearings with unlimited withdrawals). In response to Council President Beardslee, John said they are offering the same rate. He said the current ICS account can be converted; currently at 40 basis points (0.40%). John noted the caveat that they are proposing the 40 basis points, if the City leaves what currently exists, and then it will be 30 basis points. He said if bank has all of the City's banking business, it will not go down more than 10 basis points. He said the ICS savings account will not permit you to withdraw funds if you exhaust your 6 withdrawals. John Calpey said the nice thing about ICS and CEDARS is that the bank doesn't have to collateralize.

Council President Beardslee questioned the bank on the City banking being "all or none". As it relates to CEDARS and ICS, she asked if Old Florida National Bank is just the agent. Alyson said the City's money is not really at Old Florida National Bank, it's in another entity. John said Old Florida National Bank acts as the custodian, as if the Bank of New York Mellon. Mayor Bagshaw clarified "it is not all or none"; Old Florida National Bank is offering two different options.

Council President Beardslee noted that the agreement was blank as it relates to a penalty fee if you withdraw funds. John said CEDARS has the penalty, but ICS doesn't have a penalty. He also mentioned reciprocal transaction and explained. Council Member Chotas asked about the six-limit withdrawal, and being able to remove and move to First Southern Bank without a penalty. The account could be closed and all funds removed without penalty, even if the limit of six withdrawals had occurred. Council

Member Chotas said this is the first he has heard that Old Florida Bank wanted "all the funds" and asked why. John Calpey said it is related to building a relationship.

John Calpey confirmed for Council President Beardslee that there is no administrative fee.

Council Member Powell asked about fees for checks if the City transferred the operational account, and John said the initial order for checks is covered.

Council President Beardslee thanked all bank representatives for their proposals and presentations.

Council Member Chotas said in listening to the two presentations, he believes the Mayor should have total discretion. He said his preference would be to leave the money already at Old Florida National Bank until June at 40 basis points. Council President Beardslee said the City would lose the basis points.

Mayor Bagshaw said that the bottom line is that neither bank can guarantee what future interest will be. He said he feels the interest rates paid to the City will change.

Council President Beardslee said she agrees with a comment Council Member Dowless made "don't put all your eggs into one basket". She said leave everything in Old Florida National Bank until June and then review again. She said move funds from State into First Southern, and move the \$700,000 into collateralized account and earn 0.45%. Mayor Bagshaw said the police impact fees need to be moved out, as well as transportation. Mayor Bagshaw said he is comfortable with both banks.

City Clerk Meeks said if they wait until June, the audit should be done and Council will be getting ready for budget; this will help to have a better idea of the City's funds.

Mayor Bagshaw said his preference is to leave a half million dollars with the State until March to see where interest rates are.

It was the consensus of the Council to cancel the special meeting that was to follow the workshop. Council Member Henley asked about having to have all council signatures. Mayor Bagshaw explained that you need two signatures, and so you want the availability of members.

ADJOURNMENT

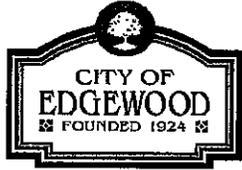
With no further business or comments, **Council President Beardslee adjourned the Workshop at 10:31 a.m.**

ATTEST:

Judy Beardslee
Council President

Bea L. Meeks, MMC, CPM
City Clerk

APPROVED BY CITY COUNCIL ON _____, 2013.



WORKSHOP
(RE: Bank Depositories)
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9:00 a.m.

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wrong to usurp the Mayor's ministerial authority, and the. The Mayor has the discretion to include the Council in decision making. The Council may control policy issues, such as safety of the funds, so that income to City may increase. He said that the ~~money has sat~~ City monies have been deposited in another bank making no interest. The Mayor tried to fix this and no one scrutinized that, the Council should not hamper the Mayor's efforts to increase interest paid to the City. Council President Beardslee said that in the ten years she has been on Council, there has never been a depository decision made without the Council being included. She asked the City Attorney to address each Council member's fiduciary duty under the Charter. Council President Beardslee said that about two and half years ago they found out they had 2.8 million dollars that one person had control of the funds. Council Member Chotas reiterated he will recuse himself from any financial decision that relates to Old Florida National Bank, but will be involved in the policy making decisions. Council Member Powell concurred. Council President Beardslee said she asked the City attorney to do some research on the risk factors of investing money. She said that if Council wants to cancel the presentations and let the Mayor make the decision then make the Motion now. Mayor Bagshaw said that he hasn't operated in a vacuum and that he has had a council member involved. He said the motion was made to move the funds, and he did and "now we are here after it has been done". He said the reason he thinks the presentations need to be done is for clarity. He said in looking ahead in the future, when he or other council members are not here; "the whole thing can blow up". He said things can change every March after an election. He said we can't look at what happened in the past and look at today and what needs to be done today, and what is best today and how can we best serve the City. He said he has included eCouncil in the banking decisions. Mayor Bagshaw stated, "Will he include them in the day to day operations within the budget, no; he is not going to include Council". He said there is no way he can stop what he is doing every time he makes a day-to-day decision.

BANK PRESENTATIONS:

Christina Galley and Carlos Morrell, First Southern Bank

Christina confirmed Amanda Skaggs doesn't work with the City, as she has moved into another area of operations of the bank. She said that the bank does provide checks and balances and there are no fees. She said they only maintain the operational account. She said that First Southern has always had part of the City's accounts and they are happy with the partial relationship. She noted a meeting in July with the Mayor and Council Member Henley. She said they have not received the signature cards back and have not moved the funds. She said they would be required to put up funds to collateralize the additional funds, if the City placed them with First Southern.

QUESTIONS AND ANSWERS:

Council President Beardslee asks if a proposal was made to the City as it related to an interest rate for any other depository funds. Christina said she and Amanda Skaggs met with Mayor Bagshaw and Council Member Henley in July and it was discussed. She said the account is "pseudo" open but not set up because the signature card was not returned. Christina said the rates are in the packets Council received.

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Council Member Powell referenced page 5, second paragraph. He said it seems strange to open an ~~account~~ accounts without putting any money in them. Council President Beardslee said they were opened to move the funds from the State accounts. She said restricted funds cannot be comingled with the general fund. Christina confirmed the ~~.0450,45%~~ .0450,45% is a special rate for the City.

Mayor Bagshaw noted the problems with payroll during the holidays. He said the City had to cut paper checks. Christina said that the bank needs a two day lead time. She said she understands the Police Chief doesn't want to submit timesheets early. She confirmed the Federal Reserve controls the situation and they don't know how the employees' banks operate.

City Clerk Meeks ask what would cause a file error that could affect the ACH payroll, and was told that it could be because ~~of a~~ new employee's ACH info was wrong.

Christina confirmed for Mayor Bagshaw that rates have gone down since July, but bank will hold the ~~.0450,45%~~ rate for the City, and if there is any change in rates, the City will receive notice. It was confirmed for Council Member Chotas that the City would receive notice of rate changes ~~with~~ prior to the next billingpayment cycle.

In response to Council Member Chotas, Christina said all public funds would be collateralized ~~as it is~~ required.

Alyson Bass and John Calpey, Old Florida National Bank

John Calpey referred Council and staff to their proposal. He said they rely on the ICS (insured cash service). He said they offer two components; savings/money market and ICS demand (interest bearings with unlimited withdrawals). In response to Council President Beardslee, John said they are offering the same rate. He said the current ICS account can be converted; currently at ~~.040~~ .040 basis points ~~(.040%)~~. John noted the caveat that they are proposing the .040 basis points, if the City leaves what currently exists, and then it will be .030 basis points. He said if bank has all of the City's banking business, it will not go down more than .10 basis points. He said the ICS savings account will not permit you to withdraw funds if you exhaust your 6 withdrawals. John Calpey said the nice thing about ICS and CEDARS is that the bank doesn't have to collateralize.

Council President Beardslee questioned the bank on the City banking being "all or none". As it relates to CEDARS and ICS, she asked if Old Florida National Bank is just the agent. Alyson said the City's money is not really at Old Florida National Bank, it's in another entity. John said Old Florida National Bank acts as the custodian, as ~~is~~ if the Bank of New York Mellon. Mayor Bagshaw clarified "it is not all or none"; Old Florida National Bank is offering two different options.

Council President Beardslee noted that the agreement was blank as it relates to a penalty fee if you withdraw funds. John said CEDARS has the penalty, but ICS doesn't have a penalty. He also mentioned reciprocal transaction and explained. Council Member Chotas asked about the six limit withdrawal, and being able to remove and move to First Southern Bank without a penalty. The account could be closed and all funds removed without penalty, even if the limit of six withdrawals had occurred. Council

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Member Chotas said this is the first he has heard that Old Florida Bank wanted "all the funds" and asked why. John Calpey said it is related to building a relationship.

John Calpey confirmed for Council President Beardslee that there is no administrative fee.

Council Member Powell asked about fees for checks if the City transferred the operational account, and John said the initial order for checks is covered.

~~Council Member Henley asked if the .10 basis points is for full account, what about partial. John said Old Florida Bank will honor for either relationship.~~

Council President Beardslee thanked all bank representatives for their proposals and presentations.

Council Member Chotas said in listening to the two presentations, he believes the Mayor should have ~~the total discretion~~. He said his preference would be to leave the money in already at Old Florida National Bank until June at 40 basis points. Council President Beardslee said the City would lose the basis points.

Mayor Bagshaw said that the bottom line is that neither bank can guarantee ~~anything what future interest will be~~. He said he feels the interest rates paid to the City will decline change.

Council President Beardslee said she agrees with a comment Council Member Dowless ~~said before made~~ "don't put all your eggs into one basket". She said leave everything in Old Florida National Bank until June and then review again. She said move funds from State into First Southern, and move the \$700,000 into collateralized account and earn .045-0.45%. Mayor Bagshaw said the police impact fees need to be moved out, as well as transportation. Mayor Bagshaw said he is comfortable with both banks.

City Clerk Meeks said if they wait until June, the audit should be done and Council will be getting ready for budget; this will help to have a better idea of the City's funds.

Mayor Bagshaw said his preference is to leave a half million dollars with the State until March to see where interest rates are.

It was the consensus of the Council to cancel the special meeting that was to follow the workshop.

Council Member Henley asked about having to have all council signatures. Mayor Bagshaw explained that you need two signatures, and so you want the availability of members.

ADJOURNMENT

With no further business or comments, **Council President Beardslee adjourned the Workshop at 10:31 a.m.**

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ATTEST:

Judy Beardslee
Council President

Bea L. Meeks, MMC, CPM
City Clerk

APPROVED BY CITY COUNCIL ON _____, 2013.

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**EDGEWOOD CITY COUNCIL
WORKSHOP – DECEMBER 17, 2012
RE: COMPREHENSIVE PLAN AMENDMENT**

On Monday, December 17, 2012, Council President Pro Tem Dowless called the Edgewood City Council workshop to order at 9:30 a.m.

The following attendance is noted:

Attendees

Mayor Bagshaw
Council President Pro Tem Dowless
Council Member Chotas

Planning & Zoning Board

Regina Dunay
Brian Leahy

Staff:

City Clerk Meeks
FEG – Sam Sebaali-Jean Abi-Aoun- April Fisher

Council President Pro Tem Dowless referred to Mayor Bagshaw, who noted the following:

- Mayor noted the affordable housing and affordable apartment living, as it relates to the City, and asks FEG to keep this in mind in preparing the Comprehensive Plan amendment.
- Mayor Bagshaw suggested everyone send concerns and comments to the City Clerk, who will provide them to FEG.
- Mayor Bagshaw recommended that future meetings be held in the evening to allow for more participation.

City Clerk Meeks noted for the record that Council President Beardslee sent email saying she will be absent and that Council Member Powell gave notice of his absence. City Clerk Meeks said she did not receive notification from Council Member Henley.

Engineer Jean Abi-Aoun referred to FEG's memo regarding the Council's focus as FEG moves forward with the Comp Plan Amendment. He said they have implemented these changes into the comp plan.

April Fisher, Planner, noted the following:

- Items to Discuss for Direction/Removal from Comprehensive Plan
 1. Scenic Road –

April asked if Council wanted to remove "scenic roads" from the amendment. It was Council consensus to remove, as this can be put in the City land development regulations.

2. Historic Preservation –

April noted that that the City does not have a historic district. She said there are homes that may apply but not one particular area. Mayor Bagshaw said the historic homes are scattered. Council agreed with April's recommendation to strike this information.

3. Septic Tank Permits-

April said that State law requires sewer within a certain number of feet of ability to tie into the system. Council Member Chotas said he wants to rely on the County's requirement for septic. It was agreed that the City will have no additional requirements.

4. 5-year Capital Improvements Schedule-

April noted the Capital Improvement Plan as part of the budget. Mayor Bagshaw referenced an amendment showing the 5-year plan. FEG requested a copy.

5. Storm water Master Plan-

It was noted that the City does not have a storm water master plan.

6. Drainage Level of Service-

Jean Abi-Aoun noted that the City is within St. Johns water management district and that the City will be consistent with St. John's. He said the City's land development regulations will have to be updated after the amendment to the Comprehensive Plan is approved. He confirmed for Council Member Chotas that FEG will review the standards of St. John's, as well as the City's interest as well.

7. Future Land Use Map –

April said the report the City Clerk provided was "wonderful". April said she identified those properties with the state. She said Ordinance 2009-04 would have to be re-advertised. This was completed through Ordinance 2009-10, with a subsequent adoption package submitted to the State. She said the Department of Community Affairs did not issue the Notice of Intent (NOI). She said it was not challenged therefore it was upheld. She said the Baptist Church (Holden Avenue) and Russell Home (Holden Avenue) were annexed into the City after the 2009 Future Land Use Map was adopted. She said she cannot find any transmittal to the State. She said to ensure the map is legal; the adoption process for the Future Land Use Map for these two properties needs to be followed. She said the City can wait until after the State approves the amendment, or send concurrently. Mayor Bagshaw favored submitting concurrently. It was noted that both are small scale amendments however; it must still go through the process.

Task 3 - Four Major Policy Areas:

Modified density and intensity –

April explained floor area ration (F.A.R.) for Council President Pro Tem Dowless. She explained the reason behind 1.0 F.A.R for a commercial component. Brian Leahy said it is more profitable for higher density, but it is the look that the City wants. April said the City may want to stay with a medium density. In response to Sam, April explained the variance process to Council. She said the City may want something in their policy that addresses the character of buildings. Council Member Chotas asked if the City wanted the massing and scale in the Comp Plan or in the Land Development Regulations. April said the City may want to have the City Attorney weigh in on the density and the criteria, because of the possibility of legal challenge. April said the City may have language that says "up to 18 dwelling units per acre." Mayor Bagshaw said he is not locked into 18, it could be another number.

Council agreed to incorporate the proposed mixed-use concept with some changes to allow for a conditional use process under certain circumstances with respect to massing and curb cuts.

Policy 1.1.6 –

States the City has 18 months to update Land Development Regulations. Mayor Bagshaw said the Planning & Zoning Board will be very involved in this process.

Policy 7.1.4 Annexation Agreements-

April explained the reasoning behind this policy, including providing a mechanism for the future land use to make a smooth transition. She said the way this policy is written is to have responsible annexation, and that the City could enter into an Agreement with the County but that within eighteen months from the adoption of the EAR-based amendments, the City would prepare an analysis to see if it is something that the City wants to do. In response to Mayor Bagshaw, April said there is a public hearing process for annexations and neighboring cities can provide their input.

April said some things were done in housing with respect to regulations. She said she knows Council will provide comments as affordable housing blends into this. She said that what she is trying to do is put policies in that may help with the redevelopment plan, and that she has placed policies in the housing element for some situations. She said the State requires every local government have some type of policy for affordable housing in their comprehensive plan. She said that the City doesn't have to have any more than the minimal requirements. She will revise the draft to place the policies encouraging redevelopment throughout the plan and not within the housing element.

Public Facilities Element-Drainage

Jean Abi-Aoun said the policy language provides if you are rehabbing more than 25% you must comply with code. He said this allows the City some flexibility. Mayor Bagshaw referred to Page 8 and wanted to know what the 333 housing unit increases was based on. April said the City is not held to this, but assists in support for a mixed use component.

Mayor Bagshaw asked for a 7 to 10 day goal to send comments/questions to the City Clerk by January 4, 2013. City Clerk Meeks said she will make those Council members and P&Z members not in attendance aware of this opportunity.

ADJOURNMENT

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

ATTEST:

Judy Beardslee
Council President

Bea L. Meeks, MMC, CPM
City Clerk

APPROVED BY CITY COUNCIL ON _____, 2013.

**EDGEWOOD CITY COUNCIL
WORKSHOP – JANUARY 8, 2013
RE: PERMITTING FEES**

On Tuesday, January 8, 2013, Council President Pro Tem Dowless called the Edgewood City Council workshop to order at 9:30 a.m. City Clerk Meeks noted that the workshop is not being recorded

The following attendance is noted:

Attendees

Mayor Bagshaw
Council President Pro Tem Dowless
Council Member Chotas
Council Member Henley

Staff:

City Clerk Meeks
City Attorney Smith

Council President Pro Tem Dowless referred to City Clerk Meeks who explained that the workshop was to discuss her request for Council to review and consider pass-through fees for building permits. She explained that the fees do not always cover the fees invoiced by the Engineer and/or Planner. She said that the money in the budget for Engineering fees should be looked at as fees for City projects that the Engineer assists with, and not to cover the excess fees for reviewing permitting, variances, special exceptions and other applications related to planning and development.

Council Member Henley asked about the difference in fees for the City's previous engineer, Art Miller, versus FEG. City Clerk Meeks said she told Council at the beginning of her tenure as their City Clerk, that the permitting fees were not always covering the cost of the City's consultants. City Clerk Meeks said that the fees are probably higher because of FEG's learning curve for the City's Code.

Mayor Bagshaw said that there needs to be consideration for a fee for zoning clearance. He said that there is no fee involved for a fence permit. City Clerk Meeks explained that the County does not require a permit for a residential fence permit. She explained staff's process when an application for a fence permit is received in City Hall. City Attorney Smith said that an administrative fee is appropriate because staff is checking permitting packages when received in City Hall.

Mayor Bagshaw said that there should be a separate fee for residential and for commercial applications. City Attorney Smith noted that applications going through the quasi judicial process are more involved, requiring more staff and consultant time.

Council Member Chotas said that there is definitely a need for a pass-through fee if the benefits of the review benefit the applicant. Council Member Chotas said that as it relates to commercial applications, he did not have a problem with a pass-through fee. Regarding a variance application, Council Member Chotas said there should be no sharing of costs on the commercial side, but not residential and non-profit organizations.

Council Member Henley questioned the percentage or ratio of the fee required. City Attorney Smith said this would be in the draft Ordinance.

Council Member Chotas said the fee for a variance application should be increased. In response to Council President Pro Tem Dowless, *the consensus of Council was to have the City Attorney proceed with providing Council with a draft Ordinance to consider for pass-through fees of certain development applications.* City Attorney Smith said he will provide the City Clerk with an Ordinance from another City for Council to discuss in the January Council meeting.

OTHER DISCUSSION:

Mayor Bagshaw announced that Select Medical is wanting to expand their facility. He noted his concerns with parking particularly, the conflict with City events. He asked Council to consider closing Larue Avenue.

Council Member Chotas said he attended a HAINC meeting and said there is a lot of instrumental knowledge in the group. He said that Cypress Grove Park is a passive park and that there is a need to pass information on to maintain the history of the park. He said the park can be a revenue source and ask for the possibility of the City sharing an event with the County at the park. Mayor Bagshaw said he has a rapport with Todd, Orange County staff, and they have been talking about the possibility of having a jazz concert in the park. City Clerk Meeks said that she has not been provided with minutes from the HAINC meetings. Council Member Chotas said he would send her a copy.

Council Member Chotas said that the McCartney property, adjacent to the park is of interest to the County. Mayor Bagshaw said he will not allow a deannexation. He said if the City is giving up something, there should be a benefit for the City.

(10:21 a.m.) City Attorney Smith excused himself from the meeting.

At the request of Council Member Henley, Mayor Bagshaw explained quiet zones and the purpose of the double gates. Council President Pro Tem Dowless noted that the Comprehensive Plan Amendment clearly states the City will support light rail. Council Member Chotas said he "went over" the Comprehensive Plan Amendment with the Planner (April Fisher).

ADJOURNMENT

With no further business or comments, the workshop was adjourned at 11:04 a.m.

ATTEST:

Judy Beardslee
Council President

Bea L. Meeks, MMC, CPM
City Clerk

APPROVED BY CITY COUNCIL ON _____, 2013.

DRAFT

**EDGEWOOD CITY COUNCIL
FEBRUARY 26, 2013 CITY COUNCIL SPECIAL MEETING**

On Tuesday, February 26, 2013, Council President Judy Beardslee called the Edgewood City Council Special Meeting to order at 9:30 a.m. City Clerk Meeks announced that the meeting is not being recorded.

The following attendance is noted:

Attendees:

Judy Beardslee, Council President
Lee Chotas, Council Member
Pam Henley, Council Member
Neil Powell, DDS, Council Member

Absent:

Ray Bagshaw, Mayor
John Dowless, Council Member

Staff

City Clerk Meeks
Sgt. Ron Beardslee

.....

City Clerk Meeks reported that the City Charter does not address a canvassing board for the City's municipal election. She said that a canvassing board needs to be appointed and recommended she as part of the board. She reported that Mayor Bagshaw, who was meeting with the City Engineer, recommended resident Regina Dunay, who said she is willing to serve on the Board. City Clerk Meeks said Council needs one more member and suggested it be someone from Council. After brief discussion, Council Member Powell said he is willing to serve on the board.

Council Member Chotas made the Motion for City Clerk Meeks, Council Member Powell and resident Regina Dunay to serve as the City's canvassing board for the March 13, 2013 municipal election, with Second by Council Member Henley. Unanimously approved.

ADJOURNMENT

With no further business or comments, the special meeting was adjourned at 9:33 a.m.

ATTEST:

Judy Beardslee
Council President

Bea L. Meeks, MMC, CPM
City Clerk

APPROVED BY CITY COUNCIL ON _____, 2013.

**CITY OF EDGEWOOD, FLORIDA
MAYORAL PROCLAMATION**

Whereas, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of *Edgewood*; and

Whereas, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in six women in Florida have been raped in their lifetime, 42% of women in Florida have experienced other forms of sexual violence, and 8% of rapes or sexual assaults in 2012 involved a male victim (National Intimate Partner and Sexual Violence Survey, 1010); and

Whereas, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

Whereas, staff and volunteers of the Victim Service Center of Central Florida, Inc., encourage every person to speak out when witnessing acts of violence however small; and

Whereas, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in *Edgewood* through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

Whereas, the Victim Service Center of Central Florida strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW, THEREFORE, WE, Ray Bagshaw, Mayor, Council President Beardslee, and Council Members Powell, Dowless, Chotas, and Henley, join the Victim Service Center of Central Florida and other anti-sexual violence advocates and support services programs in the belief that all community members must be part of the solution to end sexual violence, along with the united states government and state of Florida, we do hereby proclaim April 2013, as

"SEXUAL ASSAULT AWARENESS MONTH"

In the City of Edgewood we urge all citizens to participate fully in activities and events to observe Sexual Assault Awareness Month

Dated this 19th day of March, 2013.

Ray Bagshaw, Mayor

Judy Beardslee, Council President

*Pamela Henley
Council Member*

*Lee Chotas
Council Member*

*Neil G. Powell
Council Member*

*John Dowless
Council Member*

SEAL

Attest:

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

Bea Meeks

From: Devon.Hutchins@ocfl.net
To: Tuesday, February 05, 2013 2:56 PM
Subject: Ray Bagshaw
Cc: Bea Meeks
Subject: Proclamation Request: April is Sexual Assault Awareness Month
Attachments: Letter Request_Edgewood SAAM Proclamation.doc; Edgewood Sample Proclamation.doc

Dear Mayor Bagshaw,

Your support of Sexual Assault Awareness Month in 2012 was instrumental in helping the Victim Service Center spread the word about an issue that can affect everyone in our community - and what we can do to prevent it.

We hope you will join us again this year in sponsoring an official proclamation to declare April Sexual Assault Awareness Month throughout Edgewood. I am including a letter from our executive director and a sample proclamation to aid in this process.

We are grateful for all of your help and are looking forward to another successful Sexual Assault Awareness Month!

Kind regards,
Devon Hutchins

DEVON HUTCHINS | GRANT WRITER

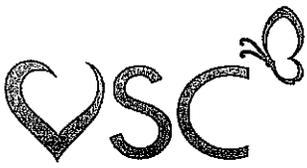
Victim Service Center of Central Florida, Inc.

Orlando, FL 32806

(407) 254-9415

www.victimservicecenter.com

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from County Officials are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.



Our Mission is to provide comprehensive services and resources to victims of sexual assault, violent crime, and tragic circumstances through crisis response, advocacy, therapy, and community awareness.

VICTIM SERVICE CENTER
CENTRAL FLORIDA, INC

March 7, 2013

Honorable Ray Bagshaw
Mayor of Edgewood
City Hall
405 Larue Avenue
Edgewood, FL 32809

Re: Request for Sexual Assault Awareness Month Proclamation

Dear Mayor Bagshaw:

The month of April has been designated Sexual Assault Awareness Month (SAAM) in the United States. The goal of SAAM is to raise public awareness about sexual violence and how it can be prevented. The theme for 2013's campaign is:

"IT'S TIME ... TO TALK ABOUT IT! TALK EARLY, TALK OFTEN. PREVENT SEXUAL VIOLENCE."

The Victim Service Center of Central Florida, which manages the only certified rape crisis program in Orange County, would be honored if you would **sponsor an official proclamation** to proclaim April as Sexual Assault Awareness Month in Edgewood. The proclamation would lead the community in our effort to raise awareness about and promote the prevention of sexual violence. A sample proclamation is attached for your review.

We appreciate your support of the Victim Service Center's efforts to serve and meet the needs of survivors of sexual assault. Thank you for your consideration of this request.

Sincerely,

Gina Costa
Executive Director

**CITY OF EDGEWOOD, FLORIDA
MAYORAL PROCLAMATION**

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and,

WHEREAS, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and,

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,

WHEREAS, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors across the country to support the Mayors Day of Recognition for National Service on April 9, 2013.

THEREFORE, BE IT RESOLVED that I, Ray Bagshaw, Mayor of the City of Edgewood, do hereby proclaim April 9, 2013, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city, to thank those who serve; and to find ways to give back to their communities.

Dated this 19th day of March, 2013.

Ray Bagshaw, Mayor

Attest:

SEAL

Bea L. Meeks, MMC, CPM
City Clerk

Bea Meeks

From: John Thomas [JThomas@flcities.com]
Sent: Wednesday, March 06, 2013 11:01 AM
Subject: Mayors Day of Recognition for National Service
Attachments: Fact Sheet.pdf; Sample Proclamation.docx

Dear Key Official:

Did you know that national service programs engage more than 46,000 people to meet local needs, strengthen communities and increase civic engagement in Florida? These programs, including AmeriCorps and Senior Corps, address education, the environment, public safety, emergency management and more, utilizing the tremendous power of citizens as change-agents in communities across Florida.

The Corporation for National & Community Service has an exciting new initiative called the Mayors' Day of Recognition for National Service, which is happening on April 9, 2013. This is a great opportunity for mayors to show their public support for national service programs and thank the individuals who serve.

Mayors across the country will hold public events, engage with national service members and volunteers, issue proclamations and use both traditional and social media to highlight the value of national service to the nation's cities. An additional sponsor will be Cities of Service, a nationwide, bipartisan coalition of mayors committed to engaging citizens in addressing critical city needs through volunteering.

The following is a list of FL mayors who have signed on as of February 20, 2013:

- Mayor Alvin Brown - Jacksonville
- Mayor Tomas Regaldo - Miami
- Mayor Buddy Dyer - Orlando
- Mayor John Sorey, Naples
- Mayor George N. Cretekos, Clearwater
- Mayor Beth Talabisco - Tamarac
- Mayor Sarah "Sam" Seevers - Destin

Volunteer Florida, which administers AmeriCorps programs in Florida, is asking mayors to participate in two simple ways:

1. Sign up on the Corporation for National and Community Service website:

<http://www.nationalservice.gov/about/initiatives/form.asp>

2. Consider issuing a proclamation declaring April 9, 2013 as National Service Recognition Day. A draft proclamation is attached, which can be edited to suit your city.

Thank you for your consideration and support

John Charles Thomas
Director, Communications & Political Initiatives
P.O. Box 1757
Tallahassee, FL 32302
850 222-9684
850 222-3806 fax

Mayors Day of Recognition for National Service Tuesday, April 9, 2013



Every day, in cities across America, national service is tackling tough problems and strengthening communities. On April 9, 2013, Mayors across the country will thank those who serve and recognize their impact on the first-ever Mayors Day of Recognition for National Service.

The nation's Mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to address city challenges. Whether supporting food banks and homeless shelters, restoring city parks, building homes, providing health services, tutoring and mentoring students, and managing community volunteers, national service members help mayors tackle tough problems. To spotlight their impact and thank those who serve, mayors across the country will participate in the first-ever **Mayors Day of Recognition for National Service** on April 9, 2013. On this day, mayors will hold public events and use traditional and social media to highlight the value and impact of national service to the nation's cities. The initiative is being led by Philadelphia Mayor Michael Nutter, President of the U.S. Conference of Mayors; the Corporation for National and Community Service; Cities of Service, and other organizations.

National Service: A Resource for Cities

As the federal agency for national service and volunteering, CNCS annually engages four million citizens in service at more than 70,000 sites across the country. Through AmeriCorps, VISTA, NCCC, Senior Corps, the Social Innovation Fund, and other programs, CNCS leverages federal and private funds to support organizations that achieve measurable results where the need is greatest. A significant portion of this investment is focused on cities. CNCS has investments in more than 500 cities with a population of at least 30,000. Last year, CNCS leveraged more than \$1 billion in investments for organizations operating or based in these cities. National service also plays a key role in many smaller cities and towns and rural areas.

Why a Mayors Day of Recognition?

As solution-focused local elected officials, mayors have a unique role in this country. Mayors' focus on engaging citizens and meeting local needs matches CNCS's mission to improve lives, strengthen communities, and foster civic engagement. CNCS's priority on expanding economic opportunity to create sustainable and resilient communities directly aligns with the goals of mayors. A coordinated day of recognition presents a unique opportunity to spotlight the key role that national service plays in solving local problems and challenges. Participating in the day will highlight the impact of citizen service, show support for nonprofit and national service groups, and inspire more residents to serve in their communities.

What are the Goals of the Day?

- Highlight how mayors use national service to solve their local challenges
- Thank national service members for their commitment and impact
- Build public awareness about the value and impact of national service to the nation's cities
- Highlight the role that national service plays in recruiting and managing citizen volunteers to focus and amplify their impact
- Provide opportunities for Mayors to communicate about the impact of national service to national policy-makers
- Generate press coverage and online discussion about Mayors supporting service

Who Can Participate?

Mayors, city or county managers, or other chief executives of cities of any size.

Additional Resources

CNCS offers a variety of resources that can help Mayors learn about national service and volunteering in their cities expand the scope and impact of volunteering by their residents:

- The annual Volunteering and Civic Life in America report is the most comprehensive data on volunteering ever assembled, providing detailed information on volunteering trends and demographics in the U.S., all fifty states, and more than 150 major cities. Visit: www.volunteeringinamerica.gov
- Each year, CNCS produces National Service State Profiles that list all funding, projects, and participants in every state. CNCS will also produce profiles for cities in preparation for the Mayors Day of Recognition for National Service.

How Can Mayors Get Involved?

Mayors are encouraged to hold a public event, issue a proclamation or other form of recognition, and use traditional or social media to highlight the impact of national service. Here are several ways mayors can participate:

- Issue a mayoral proclamation naming April 9 as National Service Recognition Day
- Visit national service programs or projects in order to highlight their value to the city
- Invite national service programs (and their members and organization's board of directors) to City Hall for a public roundtable to discuss how they address city problems
- Issue a press release or report on the scope and impact of national service in your city
- Serve with a national service program as a "member" for a day to highlight the important work being done in their community
- Use Twitter, Facebook, and other social media outlets to thank national service programs and members serving in your community
- Write an op-ed about the unique contributions of national service your city
- Take a group photo with all national service members in your city

Where Can I Learn More?

To learn more or register your city to participate, go to www.nationalservice.gov/mayorsforservice or contact Collin Burton, Office of Government Relations, 202-606-6902 or cburton@cns.gov. You can also contact the CNCS Director in your state. A list of CNCS state offices can be found here: <http://www.nationalservice.gov/about/contact/stateoffices.asp>

About CNCS

The Corporation for National and Community Service is a federal agency that engages more than four million Americans in service through its AmeriCorps, Senior Corps, Social Innovation Fund, and other programs, and leads President's national call to service initiative, United We Serve. For more information, visit NationalService.gov.

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ORDINANCE NO. 2013-01

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING SUBPART B "LAND DEVELOPMENT REGULATIONS", CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS", CREATING ARTICLE I, ENTITLED "PASS-THROUGH FEES", IN THE CODE OF ORDINANCES; PROVIDING FOR PASS-THROUGH TO THE APPLICANT OF CERTAIN COSTS INCURRED BY THE CITY PERTAINING TO THE REVIEW, INSPECTION AND REGULATION OF DEVELOPMENT ACTIVITIES WITHIN THE CITY; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Edgewood recognizes that the City incurs significant costs in the review, inspection and regulation of development activities occurring within the City; and

WHEREAS, the City Council of the City of Edgewood desires that applicants for certain development activities pay the costs of review, inspection and regulation of development activities relative to their application; and

WHEREAS, the City Council of the City of Edgewood desires to amend its City Code to provide for pass-through of certain costs incurred by the City pertaining to the review, inspection and regulation of development activities,

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

SECTION 1. The City of Edgewood Code of Ordinances Subpart B, Chapter 101, Article I, "Pass-Through Fees", is hereby created as follows:

ARTICLE XVI

101-1 Authority

The City is hereby authorized to assess and collect fees, deposits, costs and expenses relating or pertaining to the review, inspection, regulation and defense of development related activities pursuant to this Section.

101-2 Definitions.

The following words, terms, and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

49 Applicant shall mean and refer to an owner or an owner's authorized agent who submits
50 an Application, proposal, petition or project to the City.

51
52 Application, for purposes of this Section, shall mean and refer to an application, petition
53 or proposal submitted to the City pertaining to development for which City approval is required,
54 and shall be limited to the following:

- 55
- 56 (i) Comprehensive plan amendment
- 57 (ii) Concurrency determination
- 58 (iii) Development agreement, formulation and review
- 59 (iv) Development of regional impact
- 60 (v) Final subdivision plat, including any revisions to a previously approved or
61 existing subdivision or plat
- 62 (vi) Permitted conditional use
- 63 (vii) Planned unit development
- 64 (viii) Preliminary subdivision plat
- 65 (ix) Rezoning (with or without a comprehensive plan amendment)
- 66 (x) Variance Application
- 67 (xi) Site plan review
- 68 (xii) Special Exception Application
- 69

70 City shall mean and refer to the City of Edgewood, Florida.

71
72 City consultant shall mean and refer to those companies, private consultants,
73 governments, individuals or other entities under contract with the City to provide services to or
74 for the City or who provide services to or for the City or who provide technical or legal expertise
75 to or for the City, including but not limited to, attorneys, engineers, planners and surveyors.

76
77 City staff shall mean and refer to City employees.

78
79 Total development review amount shall mean and refer to the total amount of the review
80 deposit to be paid by an Applicant pursuant to Section 101-3 and any fees authorized to be
81 collected by the City pursuant to its Code of Ordinances.

82
83 Owner shall mean and refer to an owner or group of owners of fee simple title to a
84 particular lot, tract, or parcel of real property.

85
86 Owner's authorized agent shall mean and refer to an agent of the owner duly authorized
87 to submit and process an Application. If the Applicant is not the property owner, a proper
88 authorization must accompany the Application. Such authorization shall be evidenced by a
89 power of attorney signed by the owner and notarized specifically authorizing the agent to
90 represent the owner in connection with the Application and as to the owner's real property which
91 is the subject of the Application. The authorization shall include an agreement of the owner to
92 be bound by the actions of the owner's authorized agent and the provisions of this Section.

93
94 Review deposit shall mean and refer to a deposit of money, as established by this Section,
95 to be paid by an Applicant at the time of the filing of an Application as defined above.

97 **101-3 Review deposits.**

98
99 (a) Required review deposits. A \$1,000 review deposit, payable to the City of Edgewood
100 by money order, personal or company check or cashier's check drawn on a financial institution
101 authorized to do business in Orange County, Florida, shall be delivered to and collected by the
102 City at the time of submission of each Application as defined in Section 7.5-142. Said review
103 deposit shall be utilized by the City to reimburse the City for the actual costs paid by the City
104 incurred as a result of the review of the development activity.

105
106 (b) Waiver of review deposits. In all cases, the Mayor may waive the requirement of a
107 review deposit if, based upon information from City staff and the Applicant, the amount of the
108 fees, costs and expenses relating to the review, processing, inspection and regulation of such, as
109 estimated by the Mayor, will not exceed the Application fee. Similarly, should the Mayor
110 determine at anytime thereafter, in his sole discretion, that requiring a review deposit is in the
111 City's best interest, he may require one at that time. No review of an Application pertaining or
112 relating to subdivision plats, development agreements, planned unit developments, a
113 development of regional impact shall commence until the Application fee and review deposit, if
114 applicable, is paid. The total development review amount shall be forwarded to the Mayor prior
115 to the end of the second business day following the submittal of said Application for review or
116 approval. The balance of the review deposit, if any, shall be returned to the Applicant as
117 provided for in section 101-4. No interest shall be paid to Applicant on any review deposit on
118 account with the City.

119
120 **101-4 Project account.**

121
122 Once an application pertaining or relating to an Application or has been submitted to the
123 City and the applicable total development Application fee has been collected, the Mayor or
124 his/her designee shall establish an individual project account through which all fees, expenses
125 and costs incurred by the City which are associated with the applicable Application will be
126 monitored. The project account will be maintained throughout the entire review, processing,
127 inspection, and regulation process until the latter of:

- 128
129 (i) Final action (after all appeal periods have run) by the City Council has occurred
130 with respect to the Application;
131
132 (ii) No further significant involvement of the City staff or City consultants is expected
133 to occur; or
134
135 (iii) The City has been paid all of the amounts due under this Section and the City
136 Code.

137
138 Fees, costs and expenses for any City consultant time directly related to the review,
139 processing, inspection or regulation of any Application or development pursuant to this Section,
140 the City Code and/or State Statutes, and all other directly related expenses, including, but not
141 limited to, advertising, legal, inspection, planning and engineering costs are to be charged to the
142 project account.

143
144 **101-5 City invoices.**

145
146 (a) Payment. The Mayor or his/her designee may periodically calculate the costs,
147 expenses and fees incurred by the City for each Application for which a review deposit is
8 required and send an invoice to the Applicant for payment. The Applicant shall have ten (10)
149 days from the date of the invoice to pay to the City the invoiced amount. Thereafter, if payment
150 is not received in the required time, the Mayor or his/her designee shall apply the review deposit
151 toward payment for the invoiced amounts. If the total of the costs, expenses, and fees incurred
152 by the City for an Application for which a review deposit is required exceeds the review deposit,
153 and payment is not received in the required time after invoicing, then the Mayor or his/her
154 designee shall apply the review deposit to the unpaid portion of the invoice and send a notice of
155 nonpayment to the Applicant for the remaining amount of the invoice. The Mayor or his/her
156 designee shall also send a notice to and to all City staff and City consultants associated with the
157 subject Application or project, instructing them to cease all work relating to such Application or
158 project unless and until further notified by the Mayor or his/her designee. A copy of such notice
159 shall be sent to the Applicant.
160

161 Upon receipt of the notice, work by the City staff and City consultants on the Application
162 or project shall cease, and neither building permits, certificates of completion, temporary
163 certificates of occupancy, nor certificates of occupancy will be issued with respect to such real
164 property. Continuation of the review of the Application or project with respect to the real
165 property for which payment was not made will not be undertaken by the City until such time as
166 all outstanding fees, costs and expenses due under this Section are paid in full and a new review
167 deposit paid to the City.
168

169 Unless otherwise provided for in this Section, if an Applicant receives or is granted
170 approval on an Application or project or is issued a building permit, certificate of completion,
171 temporary certificate of occupancy, certificate of occupancy, occupational license or other
172 development order by the City, and additional fees, costs, expenses or such other obligations
173 attributable to the Application are thereafter posted to the project account for work that is
174 associated with said approval or issuance, the Applicant or his/her successor in interest shall pay
175 said costs, fees and expenses incurred by the City for such Application. The City shall send an
176 invoice to the Applicant or successor for such fees or expenses, and the Applicant or successor
177 shall reimburse the City for such fees or expenses within ten (10) days.
178

179 (b) Deficiency and liens. Failure to pay an invoiced amount within the requested time
180 shall constitute a violation of this section. Any deficiency owed to the City, whether incurred
181 before or after project approval, shall bear interest from the date of the aforementioned notice of
182 non-payment at the rate of 18 percent simple interest per annum or otherwise at the highest rate
183 permitted by law until paid. The amount of any such deficiency owed to the City shall, together
184 with interest and the costs of collection as hereinafter provided, shall be the personal obligation
185 of the Applicant and shall be a continuing lien on the real property related to the Application or
186 project under review. Any subsequent or new owner of the real property related to the
187 Application or project shall take title subject to the obligations of the Applicant under the terms
188 of this Section and shall be jointly and severally liable for such obligations. An Applicant may
189 not escape liability for the deficiency by abandonment of the Application or project, withdrawal
190 of such Application or sale of the real property with respect to which such Application has been
191 submitted. If the initial or subsequent invoices are not paid in a timely fashion, and the invoiced
2 amount exceeds the amount of the review deposit, the City may take whatever legal means it

193 deems appropriate to collect the deficiency, including, but not limited to, retaining the services of
194 a collection agency or attorney, initiating legal proceedings for the collection thereof, recording a
195 notice of lien as hereinafter provided, and foreclosing same in the same manner as mortgage
196 liens are foreclosed.

197
198 If the project is subject to the provisions of a development agreement, and the Applicant
199 is found to be in default of such development agreement, then it would be considered a default of
200 that agreement and whatever remunerative such development agreement calls for would be
201 applied, as opposed to the provisions called for in this ordinance.

202
203 **101-6 Required payments.**

204
205 Payment for costs, expenses and fees incurred by the City under this Section is a
206 requirement for the City's final approval of the Application and project.

207
208 **101-7 Assessable costs, expenses, and fees.**

209
210 All direct costs, expenses and fees incurred by the City that relate directly to the review,
211 processing, inspection, regulation or defense of an Application, including, but not limited to,
212 expenses incurred by City consultants who review or defend the Application at the direction of
213 the City, as well as other expenses related directly to advertising, surveying, legal review and/or
214 engineering review for an Application or project shall be assessed to the Applicant and
215 reimbursed to the City. Assessable expenses shall not include the cost of City employee time in
216 reviewing such Application, as such time shall be deemed to have been reimbursed by the
217 Application fee.

218
219 City consultants shall submit records of their time, fees, costs, and expenses to the Mayor
220 or his/her designee and such fees, costs and expenses shall be invoiced to the Applicant on a
221 dollar-for-dollar basis for services provided under the direction of the City to review. The rates
222 charged to the Applicant for said services shall not exceed those charged to the City.

223
224 **101-8 Objections/appeal.**

225
226 Any objection to any invoice or to any matter set forth in this Section must be set forth in
227 writing and addressed and delivered to the Mayor on or before the tenth day after the date of the
228 relevant invoice. In the event the Mayor denies the objection, the Applicant shall have ten (10)
229 days after the date of the Mayor's written decision to file an appeal of such decision with the
230 City Clerk or his/her designee, which appeal shall be heard by the City Council. All objections
231 and appeals shall set forth in detail the reasons and evidence upon which the objection and
232 appeal are based. Failure of the Applicant to establish beyond a preponderance of the evidence
233 that an invoice is not appropriate and is not based upon competent substantial evidence, shall
234 result in a denial of the objection and appeal.

235
236 **101-9 Attorney's fees in the event of failure to pay review costs.**

237
238 In the event the City is required to enforce this Section, then the City shall be entitled to
239 recover from the Applicant all costs and expenses incurred, including but not limited to its
0 reasonable attorneys' fees, paralegal fees and other costs and expenses, whether incurred prior to,

241 during or subsequent to court proceedings or on appeal, and/or in any bankruptcy proceedings
242 involving the Applicant, the real property and/or the project being reviewed.

243 '3

244 .4 **101-10 Change of ownership.**

245

246 An Applicant shall provide prompt written notice to the Mayor in the event of a change in
247 ownership of all or a portion of a lot, tract, or parcel of real property with respect to which an
248 Application, or project is pending before the City. Such notice shall be on a form approved by
249 the City and shall include the name, address and phone number of the new owner and a legal
250 description of the lot, tract or parcel of real property now owned by the new owner. Any such
251 new owner (i) shall not be entitled to utilize or draw upon any review deposit previously paid to
252 the City by the original Applicant, (ii) shall be liable to the City for all fees, costs and expenses
253 related to the lot, tract or parcel of real property which arise subsequent to the date the new
254 owner acquires title to such real property, and (iii) may be required by the City to pay a separate
255 review deposit in the same manner as a new Application, in which case a separate project
256 account will be opened in the name of the new owner or the new owner's authorized agent. If a
257 separate review deposit is required, no work shall be undertaken by the City or its consultants
258 with respect to the lot, tract or parcel of real property under control of the new owner until a
259 separate review deposit is paid to the City. Until such time as the City receives such written
260 notice of a change in ownership, the original Applicant shall be jointly and severally liable to the
261 City for all fees, costs and expenses associated with the Application or project; provided,
262 however, that upon receipt by the City of a notification of change of ownership, the original
263 Applicant shall no longer be liable to the City for fees, costs and expenses incurred by the City
264 which arise after receipt of the notification of change of ownership, and the new owner shall be
265 solely liable to the City for all such fees, costs and expenses associated with the Application or
266 project activities subsequent to the date of receipt by the City of such notification. Additionally,
267 the Applicant shall be entitled to a refund of any review deposit balance as of the date said
268 change of ownership notice is received by the City, provided all assessable costs, expenses and
269 fees hereunder and incurred to that date are paid in full.

270

271 **101-11 Agreement to be bound by this Section.**

272

273 Submission of an Application shall constitute the consent and agreement for the
274 Applicant and the owner, if the Application is being executed by the owner's authorized agent, to
275 be bound by the provisions of this Section.

276

277 **SECTION 2. Ordinances and Resolutions in Conflict.** All ordinances or resolutions or
278 parts thereof, which may be determined to be in conflict herewith, are hereby repealed.

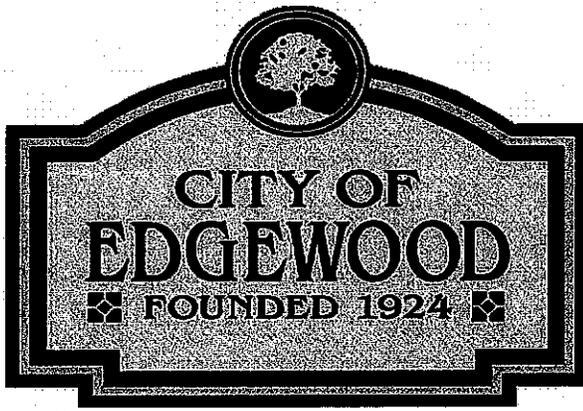
279

280 **SECTION 3. Severability.** It is the intent of the City Council of the City of Edgewood,
281 and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of
282 this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such
283 invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the
284 remaining provisions of this Ordinance.

285

286 **SECTION 4. Effective Date.** This ordinance shall become effective immediately upon
287 adoption.

288 .8



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

FROM: Bea L. Meeks, City Clerk

DATE: March 12, 2013

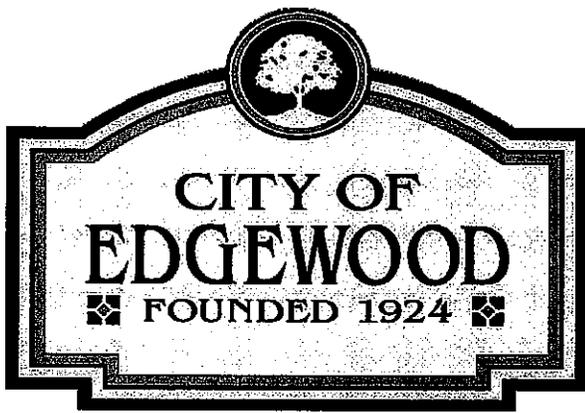
RE: Permitting Fees

The attached permitting log was prepared by Administrative Assistant Cinnamon Wild. The log shows fees for the current fiscal year through January 31, 2013. The log reveals what was actually paid by the applicant, and what the City paid for the engineering fee. I am also providing you with the information provided to you in the January 8, 2013 workshop revealing engineering fees from October 2011 through September 2012. I should note that in some of these reviews, there was also fees paid to the City Planner; this information was not provided.

FEG Invoices for 12/13 FY for Council Review

Invoice #	Address	Fee charged by Eng	Payment made by Applicant	Cost to the City
6364	5143 Cranes Pt Ct	\$ 300.00	\$ 350.00	\$ 50.00
TA-12-036	Boat Dock	1.25 Principal P.E.		
Review of addtl info submitd for Boat Dock and coord with City Hall and applicant.				
6403	5143 Cranes Point Ct	\$ 825.00	\$ 350.00	\$ (475.00)
TA-12-036		1.0 Principal P.E.		
Review of variance appl request; coordination with City Staff and Applicant; Prep of report for P&Z Hearing.				
6435	5143 Cranes Point Ct	\$ 425.00	\$ -	\$ (425.00)
TA-12-036		7.0 Senior P.E.		
Total Engineering Costs				
6365	5403 Oak Terrace Dr	\$ 1,550.00	\$ 700.00	\$ (\$850.00)
TA-12-037		1.0 Senior P.E.		
Review of gas permit appl, including site visit and approval memo.				
Total Engineering Costs				
6366	590 Gatlin Ave	\$ 125.00	\$ 50.00	\$ (75.00)
TA-12-038		1.0 Senior P.E.		
Review of Pool Addtl submit and issuance of review comments.				
6436	Pool 590 Gatlin Ave.	\$ 125.00		
TA-12-038		Total Engineering Costs		
6367	4860 Waterwitch Pt Dr	\$ 250.00	\$ 50.00	\$ (200.00)
Fence Permit Appl including site inspection and appvl memo.				
Total Engineering Costs				
6368	5604 Lake Mary less Shores	\$ 187.50	\$ 50.00	\$ (75.00)
TA-12-040 GP		1.5 Senior P.E.		
Gas Permit Application including site inspection and appvl memo.				
Total Engineering Costs				
6437	TT 4902 S. Orange Ave	\$ 187.50	\$ 50.00	\$ (137.50)
TA-12-041	Cell Phone Tower	312.50		
6454	TT 4902 S. Orange Ave	\$ 75.00		
TA-12-041		Total Engineering Costs		
Review and coordination with City Staff and Planner				
Total Engineering Costs				
		\$ 387.50	No fee collected	\$ (387.50)

6438		5613 Lake Mary Jess Shores	\$	125.00			
TA-12-045		Driveway Permit					
		Total Engineering Costs	\$	125.00		\$50.00	\$ (75.00)
6455		4858 Lake Millly Dr	\$	125.00			
TA-12-044 GP		Review and approval memo for gas tank installation.					
		Total Engineering Costs	\$	125.00		\$50.00	\$ (75.00)
6456		SP Select Medical Expansion	\$	712.50			
TA-13-001		Review of prior project history and files. Site inspection and review of special exception approval. Pre-Application meeting with applicant and City Officials.					
		Total Engineering Costs	\$	712.50			\$ (712.50)
6457		5518 Lake Mary Jess Shores	\$	125.00			
TA-13-002 RP		Review of Driveway Permit application and issuance of approval memo.					
		Total Engineering Costs	\$	125.00		\$50.00	\$ (75.00)
6458		5527 Lake Mary Jess Shores					
TA-13-003 RP		Review of Driveway Permit application and issuance of approval memo.	\$	125.00			
*6458		RP 5527 Lake Mary Jess Shores	\$	125.00			
TA-13-003		Review of Driveway Permit application and issuance of approval memo.					
		Total Engineering Costs	\$	250.00		\$50.00	\$ (200.00)
*6460		BD 5345 Oak Terrace Drive	\$	300.00			
TA-12-005		Review of Boat Dock Application					
		Total Engineering Costs	\$	300.00		\$350.00	\$ 50.00
(\$2,812.50)							



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

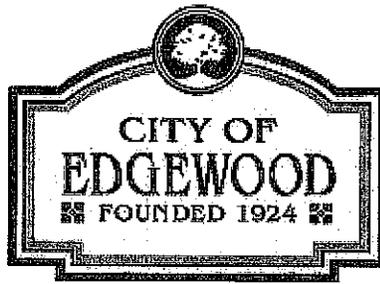
FROM: Bea L. Meeks, City Clerk

DATE: March 12, 2013

RE: Payroll Services

At the request of Council Member Henley, and with the consensus of Council, requests for proposals for payroll services was done by Mayor Bagshaw. Four payroll companies were contacted; two submitted proposals. For your review and consideration for this service, you are being provided with the following:

1. Payroll services information provided to the payroll service for their use in preparing and submitting their proposal. The information provided included a brief history of the City. Questions were included in this information.
2. Submittal from Apex payroll service.
3. Submittal from Payroll Processing Plus.
4. Comparison spreadsheet that also included services provided by McDermit Davis, and the City's software accounting system.



PAYROLL SERVICES

History:

On April 24, 1974, the nineteen residents who lived just North of the Pine Castle area met at the home of Mr. O. Fuselman and voted to become an incorporated Town. They named the new town, Edgewood, possibly because it was a wooded area on the edge of Lake Conway. The first Mayor was Col R. M. Shearer and the Councilmen were F.X. Langlois, J.H. Pillyaw, B.B. Prescott, S.C. Orcutt and G.E. Nicholson.

Having prevented Pine Castle from annexing them, Edgewood did little else in the twenties. Edgewood's government functioned until 1929, after which very little municipal business was conducted. Then in 1954, when it was rumored the State Legislature was considering abolishing non-functioning towns, the Town of Edgewood's government was re-established by Mayor B.B. Prescott.

In 1960, the town was declared a Bird Sanctuary. The first formal census of the town, taken in 1962, showed there were 436 people living in Edgewood. The City Charter was not written and submitted to the State until 1969. The same year, property on Larue Avenue was purchased and a town hall built.

In 1973, because of its growth in population, the Town became the City of Edgewood.

The City of Edgewood has come a long way since its incorporation, which is evident by its current population of 2602 residents.

The City Complex has separate facilities for City Hall and the Police Department; they share a parking lot. The City currently employs eighteen full-time employees and one part-time employee, and there are five reserve police officers.

Services Requested:

In their February 19, 2013 City Council meeting, Council approved the Mayor moving forward with obtaining proposals for payroll services for the City. The following describes the City's current payroll process:

1. Bi-Weekly ACH payroll deposit
2. Sworn officers payroll based on 84 hours
3. Florida State Retirement (FRS) employee contribution is 3%; deducted every payroll period.

Benefits:

The City contributes 100% for the employee; 50% dependent coverage for the following (dependent coverage deducted per payroll):

- United Healthcare (Health, Life Insurance, STD and ADD)
- Guardian (Vision and Dental)

Cafeteria Plans (deducted per payroll):

- Colonial Life
- AFLAC
- Liberty National
- Nationwide (1 employee has this deduction)

Other

- Legal Shield (deducted per payroll)
- PBA Dues (deducted first payroll of the month)
- Uniform Allowance (paid to the officer the first payroll period of the month)
- Police Officers Incentive Pay (paid to the officer the first payroll of the month)

Miscellaneous:

- Police Officers' Boot Allowance (paid to officers the first payroll in October)
- Employee Christmas Bonus (paid to employees the first payroll in November/separate check)
- Employee Longevity (paid to the employee the first payroll in November- includes employee 3% FRS deduction/ separate check)

Taxes:

- Payroll Tax Deposit (per payroll)
- 941 Tax Report/Deposit
- W-2s
- 1099s
- Wage & Tax Statement – W-3
- 940 tax not required by government entities

Reports:

- Payroll Report Per Payroll Period
 - This report will be used by Accountant for preparation of monthly financial statement
 - This report will be used by Staff for employer FRS monthly Contributions
 - City does not pay unemployment compensation unless there is a claim. Staff submits UCT through the State of Florida DOR website.

It should be noted that pursuant to the PBA Agreement, payroll must make the scheduled date of payroll. Currently staff submits payroll on Monday; however, for those holidays falling on Monday, payroll is submitted on Friday.

.....

Was proposal and/or fee sheet submitted?

1. **How many years in business.**
2. **How many clients?**
3. **How many of your clients are government entities?**
4. **What is the turn-around time to reissue a check in case of error?**
5. **Do you charge to reissue a check if the error is on your side?**
6. **Explain your set-up process? What do you need from the City?**
7. **Explain the process when the City submits payroll?**
8. **What sets your company apart from other payroll services?**
9. **Are you limited as to payroll reports the City will need for preparing FRS, UCT and what the accountant will need for monthly financial statements.**



Payroll Services Sales Order

Federal ID Number:			
Company Legal Name: <i>City of Edgewood City Hall</i>			
DBA Name:			
Address: <i>405 Larue Avenue</i>		Accounting Firm Name:	
City, State, Zip: <i>Edgewood FL 32809</i>		Accountant Contact(s) Name:	
Payroll Contact(s):	First, Last Name	First, Last Name	Accountant Phone:
<i>Bea Meeks</i>			
Phone Number(s):	Fax Number:		City, State, Zip
<i>407-851-2920</i>			
E-mail(s)	Workers Comp Agency:		
<i>Bea Meeks @Edgewood-FL.GOV</i>			
First Period End	First Payday	First Input Day	Insurance Agents Name:

Number of Employees on Payroll: <i>24</i>	Frequency: <i>Bi-Wkly</i>	Existing Business w/ Payroll History (Y/N): <i>In House</i>
Payroll Processing Fee: <i>\$35.00</i>	Per Payroll	Conversion / Set-up:
Direct Deposit Service: <i>\$44.40</i>		Software Training
Check Signing & Stuffing		Clock setup
Workers Comp Reporting		<i>No Charge</i>
OnDemand Payroll: <i>- Additional Cost</i>		
Accrual Management		
Additional Items:		
Delivery/Packaging: <i>\$9.00</i>		
Total Per Pay Period: <i>88.40</i>		Conversion Total:

Year-End W-2 / 1999 Base Fee: \$50.00	Applied For Status: \$25 Fee Per State & SUI Tax Per Month
W-2 / 1099 Each: \$4.95	Additional State Fee: \$7.50 Per Additional State & SUI Tax

Comments:
\$1.85 per check/Direct Deposit
- Flat rate - new employee
Hiring Fee \$3.45 one time only

I HEREBY ABSOLVE APEX PAYROLL OF ANY ERRORS, PENALTIES, AND INTEREST PAYMENT RESPONSIBILITY ARISING FROM INCORRECT DEPOSITS, FILINGS, OR PAYROLL LIABILITY INFORMATION PRIOR TO MY FIRST PAYROLL WITH APEX PAYROLL. CONTINUE TO PAY YOUR TAXES UNTIL APEX PAYROLL STARTS YOUR TAX FILING SERVICE. BE SURE TO VERIFY YOUR LEGAL NAME AND TAX ID NUMBERS, RATES, AND DEPOSIT FREQUENCIES. APEX PAYROLL REPRESENTATIVES DON'T HAVE THE RIGHT TO BIND APEX PAYROLL.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT ARE PART OF THE AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE OF APEX PAYROLL AND THE CLIENT.

Apex Payroll Sales Associate: <i>Richard Chapman</i>	Date: <i>3-01-13</i>	Client Authorization: _____	Date: _____
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Subject to the terms and conditions contained herein and on the sales order form ("Sales Order") executed by purchaser ("Client"), said Sales Order is expressly incorporated herein and made a part hereof, Apex shall provide Client with such payroll, and other data processing services as Client may request from time to time (the "Services"). All references herein to "I" shall also refer to Client and its affiliates that are receiving the Services pursuant hereto. Certain Services such as "Pay/Direct Deposit (Apex Payroll deducts net payroll, workers compensation premiums, payroll deductions, vendor fees and invoice amounts from Client's bank account and pays Client's employees from Apex's own bank account) and 1099 Filing (Apex Payroll deducts all payroll taxes from client's account and pays taxing authorities from Apex' own bank account), are available only for as long as Client meets Apex's eligibility requirements, which may include credit checks of Client and its principals, identification verification and other authentication procedures, and require execution of additional forms (e.g. power of attorney and authorization to debit).

Except where elsewhere set forth herein, this Section 6 sets forth the full extent of Apex's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Client's remedies.

1. THE SERVICES

- A. **Security.** If Apex employees are located on Client's property, Apex will advise such employees to observe the reasonable security policies of the Client if such are communicated to Apex sufficiently in advance in writing.
- B. **Use of Services.** Client will use the Services in accordance with the instructions and policies established by Apex. Client will use the Services only for the internal business purposes of the Client. Client will not provide, directly or indirectly, any of the Services or any portion thereof to any party other than the Client.
- C. **Payment Services.** If Client is receiving any of the Services that require Apex to impound funds from Client's account to pay Client's third-party payment obligations (e.g., Tax Filing, SecurePay and/or Direct Deposit), Client shall have sufficient, collected funds in Client's account within the deadline established by Apex to satisfy such third-party payment obligations in their entirety. Apex may commingle Client's impounded funds with other clients'. ALL AMOUNTS/INTEREST EARNED ON SUCH FUNDS WHILE HELD BY APEX WILL BELONG SOLELY TO APEX. Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). Apex and Client each agree to comply with the NACHA rules applicable to it with respect to the Services.
- D. **Accuracy of Client Information, Review of Data.** All Services provided hereunder will be based upon information provided to Apex by Client (including federal, state, and local tax identification numbers). The person signing the Sales Order, or such other person designated in writing by the person signing the Sales Order, is the Client's authorized payroll contact from whom Apex will take all instructions and Apex will not be liable for following those instructions. Client agrees to remain responsible for any obligation imposed on Client by law to maintain records regarding Client's business or employees. Client further agrees to provide complete, accurate and timely information as necessary to the performance of Services under this Agreement and to verify or correct such information as appropriate, on a timely basis. Client also agrees and understands it is the Client's obligation to check all payroll and related documents for accuracy immediately. The accuracy and the integrity of the Service can provide is limited by the nature of information the Client provides. Client will notify Apex immediately, in writing, if any information in said records or reports is invalid or inaccurate. Apex shall in no way be responsible for the accuracy of any information provided by Client or Client's representative. Apex cannot be held liable for Client errors, wage and hour violations, sex discrimination, or other employment practices or policies, which may violate the law. It is the Client's obligation to check the payroll and related documents for accuracy immediately upon receipt.
- E. **Insufficient Funds.** Apex's responsibility to perform services under this Agreement will automatically terminate should Client funds be insufficient or otherwise to cover the net payroll, related taxes, Workers' Compensation Premiums and processing fees. Client hereby agrees that if sufficient funds are not so available, Client will be charged a fee of \$100.00 per occurrence. Apex reserves the right to debit Client's bank account, with or without notice, for a total of 25% of the Workers' Compensation annual premium in the event of an insufficient of any nature.
- F. **Client Responsible for Compliance with Laws.** The Services are designed to assist Client in complying with applicable laws and governmental regulations. Nevertheless, Client (and not Apex) will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its business; and (ii) for any use Client may make of the Services to assist it in complying with such laws and governmental regulations. Client will not rely solely on its use of the Services in complying with laws and governmental regulations. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.
- G. **SecurePay and/or Direct Deposit.** With respect to SecurePay and Direct Deposit, prior to the first credit to the amount of any employee or other individual (a "Payee"), Client shall obtain a signed authorization from such Payee (a "Payee Authorization"), which shall be in a form approved by Apex and shall authorize the initiation of credits by Client or Apex to such Payee's account and debits by Client or Apex to such account to recover funds credited to such account in error. Client shall retain a copy of each Payee Authorization during the period such Payee Authorization is in effect and for two years thereafter and shall furnish such copy to Apex upon request. Client agrees not to distribute any SecurePay checks to Payees prior to 4:00 p.m. local time on the banking day immediately before pay date. Client also agrees to cooperate with Apex to recover funds erroneously included in any SecurePay checks issued to any Payee or credited to any Payee's account in error. If Client desires to stop payment on any SecurePay check, Client shall provide Apex with a written stop payment request in the form provided by Apex. Apex shall then place a stop payment order with Apex's bank within twenty-four (24) hours of Apex's receipt of such stop payment request. Client shall not request Apex to stop payment on any SecurePay check which represents funds to which the applicable Payee is rightfully entitled. Client agrees to indemnify, defend and hold harmless Apex and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any SecurePay check request by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorneys fees, in any claims or suits arising by reason of stopping payment on such check, including claims made by a "holder in due course" of such check.

2. FEES, TAXES, PAYMENTS

- A. **Fees.** Client shall pay Apex for the Services indicated on the Sales Order at the rates set forth thereon for the first six (6) months after the date this Agreement is accepted by Client (assuming no changes in requirements, specifications, volumes or quantities) (the "Initial Period"). Client shall pay Apex for the Services added by Client after the date hereof at Apex's then prevailing prices for such Services. Apex may increase prices at any time after the Initial Period. These prices do not include the charges referred to in Section 1(C) or monthly communication charges or communication installation charges, which will be paid by Client. Client will pay all invoices in full electronically when Apex debits Client's bank account for net payroll and/or tax monies. If Client fails to pay any amount due hereunder, whether by acceleration or otherwise, Client, on written demand, shall pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment is made in full. Client shall reimburse Apex for any expenses incurred, including interest and reasonable attorney fees, in collecting any amounts due Apex hereunder.
- B. **Taxes.** There shall be added to all payments hereunder amounts equal to any applicable taxes, exclusive of taxes based on Apex's net income.

3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, APEX EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE APEX PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY APEX OR ANY THIRD-PARTY SOFTWARE DELIVERED BY APEX.

4. INTELLECTUAL PROPERTY

- A. **Ownership of Proprietary Rights.** All computer programs (other than pre-packaged third-party software), tutorials and related documentation made available, directly or indirectly, by Apex to Client as part of the Services (the "Apex Products") are the exclusive property of Apex or the third parties from whom Apex has secured the rights to such Apex Product. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Apex Products and the related logos, product names, etc. are reserved. The use of any software included in, or supplied by Apex for use with, the Apex Products, shall be governed by the Terms of Use (whether written, shrink-wrapped or on-line) delivered with such software.
- B. **Client Infringement Indemnity.** Client will defend Apex against, and pay damages assessed in, any suit or cause of action alleging that the Apex Products infringe upon any United States copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from a Client Infringement Event. "Client Infringement Event" means (i) any alteration, change, modification and/or enhancement of the Apex Products made by Client or any third-party on behalf of Client without Apex's express permission; (ii) Client's use of the Apex Products in combination with any hardware, software or other materials not expressly authorized by Apex, or use of other than the most current release of the Apex Products that results in a claim or action for infringement that could have been avoided by use of the current release; (iii) use of the Apex Products after Client has been notified that the Apex Products infringe upon the intellectual property rights of a third party, or (iv) use by Client of unmodified Apex Products after Client has been informed of modifications that would avoid claims of infringement.

5. GENERAL PROVISIONS

- A. **Protection of Client Files.** Apex is not, and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all documents and information of any kind and in any form (electronic, paper, or other) delivered to Apex.

LIMITATION OF LIABILITY

- A. **Client Responsibility.** Client will solely be responsible for, and Apex shall not be responsible for any liability related in any way to: (i) the consequences of any instructions Client may give to Apex; (ii) Client's failure to use the Services in the manner prescribed by Apex; and (iii) Client's failure to supply accurate input information. Errors and Omissions. Apex's sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by Apex shall be to correct the affected client report, data or tax agency's filings, as the case may be. Upon the request of Client, Apex will correct any error or omission made by Apex in connection with the Services at no additional charge to Client.
- B. **LIMIT ON MONETARY DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT (OTHER THAN AND SUBJECT TO SECTION 4(B) ABOVE AND SECTION 6(D) BELOW), APEX'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES (MONETARY OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR CLAIMS OF ANY TYPE OR CHARACTER MADE BY CLIENT OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE SERVICES WILL BE LIMITED IN EACH INSTANCE TO THE LESSER OF (I) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY CLIENT; OR, (II) APEX'S CHARGES FOR THE AFFECTED SERVICES; PROVIDED, HOWEVER, THAT APEX'S AGGREGATE LIABILITY HEREUNDER IN ANY CALENDAR YEAR WILL NOT EXCEED THE AVERAGE CHARGE FOR ONE PAYROLL PROCESSING PAID BY CLIENT TO APEX FOR THE PAYROLL SERVICES DURING SUCH CALENDAR YEAR. APEX WILL ISSUE CLIENT A CREDIT(S) EQUAL TO THE APPLICABLE AMOUNT AND ANY SUCH CREDIT(S) WILL BE APPLIED AGAINST SUBSEQUENT PAYROLL PROCESSING.
- C. **Penalties and Interest Assessments.** If as a result of an error or omission made by Apex in performing the Tax Filing Services hereunder, an applicable taxing authority imposes a penalty on or assess interest against Client, Apex will (i) pay all penalties resulting from Apex's error or omission and (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by Apex. In any such case, Client will be responsible for all additional taxes and any other interest charges. SecurePay/Direct Deposit. Neither Apex nor the Originating Bank (bank or other financial institution Apex uses to initiate banking transactions to and from Client's account, Taxing Authorities' accounts, third party vendors' accounts, and Apex's accounts) shall be liable for any damages to Client arising from any decision to refrain from or delay originating debit/credit entries or issuing SecurePay checks and/or Direct Deposit in connection with Client's payroll (i) after reasonable efforts to verify such debit/credit entries by the required security procedure have failed; (ii) due to Client's credit worthiness; or (iii) because Apex has not received timely funds from Client by the time prescribed by Section 1(C). Client agrees that Apex will not be liable for any damages to Client arising from any bank or financial institution decision to withhold the release of a Client payroll which is processed on SecurePay checks and/or Direct Deposit. Regardless of any such delay in the release of SecurePay checks and/or Direct Deposit, Client will still be obligated to pay Apex for applicable payroll processing charges.
- F. **No Consequential Damages.** NEITHER APEX NOR THE ORIGINATING BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) THAT CLIENT OR OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY. THIS CLAUSE SHALL IN NO WAY BE INTERPRETED SO AS TO NEGATE ANY OTHER PROVISION IN THIS AGREEMENT WHICH SETS FORTH THE LIMITS OF LIABILITY FOR APEX.

7. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT

- A. **Services.** Apex or Client may terminate this Agreement upon at least 30 days prior written notice, without cause, and the Services may be immediately terminated by Apex without prior notice if: (i) any of the events in Section 7 (B) occur with respect to Client; (ii) any unauthorized credits or debits are initiated in Client's name; (iii) the Originating Bank notifies Apex that it is no longer willing to originate debits and credits for any reason; (iv) the Authorization to Debit is terminated; (v) Client terminates or is terminated from the Tax Filing Services; or (vi) Apex reasonably determines that Client no longer meets Apex's eligibility requirements for such Services.
- B. **Client Defaults.** Notwithstanding anything contained herein, if Client: (i) defaults in the payment of any sum of money hereunder; (ii) defaults in the performance of any of its other obligations hereunder; (iii) seeks any protection or action in the Bankruptcy Courts or becomes Insolvent, or if any substantial part of Client's property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency; or (iv) has any material adverse change (in Apex's sole opinion) in its financial condition, then, in any such event, Apex may: (a) terminate this Agreement and/or any of the Service; (b) declare all amounts due, and to become due, immediately due and payable; and/or (c) require Client to deposit an amount equal to its average per processing charges or to prepay for future Services.
- C. **Stop Termination.** If any of the Services are or may be terminated by Apex pursuant to Sections 7(A) or 7(B), Apex shall be entitled to collect any funds not yet collected by Apex made available by Client to Apex in such priorities as Apex (in its sole discretion) may determine appropriate (including reimbursing Apex for payments made by Apex hereunder on Client's behalf to a third party) and if any such Services are terminated, Client will immediately (i) become solely responsible for all of its third party payment obligations covered by such Services then or thereafter due (including for Tax Filing Services, all related penalties and interest); (ii) reimburse Apex for all payments made by Apex on Client's behalf; and (iii) pay any and all fees and charges imposed by Apex to Client relating to the Services. If Apex elects not to terminate any or all of the Services as permitted hereunder, Apex may require Client to pay its outstanding and all future third party payment amounts covered by the Services and/or Apex's fees and charges for the Services to Apex by bank or certified check or by wire transfer as a condition to receiving further Services.
- D. **Remedies Cumulative.** The remedies contained in this Section 7 are cumulative and in addition to all other rights and remedies available to Apex hereunder, by operation of law or otherwise.

8. FUNDING, INDEMNIFICATION

- A. **Funding.** Client shall indemnify and hold harmless Apex from and against any loss, liability, claim, damage or exposure arising from or in connection with any action, proceeding or claim made or brought against Apex by any person or entity with whom Client maintains a payroll account or funds, for any Apex error, omission or failure incident or pursuant to Apex providing the Services to Client that would have been correct by Apex except Client refused or was unable to fund or reimburse such person or entity.
- B. **Debits.** Client shall be liable for debits initiated by Apex hereunder. Client unconditionally promises to pay to Apex the amount of any unfunded payroll file (including any debit which is returned to Apex because of insufficient or uncollected funds or for any other reason), upon demand and interest thereon at the rate set forth in Section 2(A).
- C. **Client shall be liable for, and shall indemnify Apex relative to, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees.**
- D. **Client agrees to hold harmless, defend and indemnify Apex from and against any claims, suits, actions or causes of action brought against Apex by any person or entity paid by Apex pursuant to this agreement which in any way relates to said person or entity's relationship with Client, including, without limitation, wage and hour matters, labor or employment matters, and discrimination of any kind. Said indemnification expressly includes attorney's fees incurred by Apex.**

9. GENERAL

- A. **Assignment.** Apex may assign this Agreement without the prior written consent of the Client. Client may not assign this Agreement without the prior written consent of Apex.
- B. **Inducement.** Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement shall not be modified except in writing signed by Apex and Client.
- C. **No Third Party Beneficiaries.** With respect to the Services and Apex Products covered hereby, Apex suppliers, vendors, and referral partners shall receive the same indemnification and defense rights from Client as set forth in Section 4C of this Agreement and may enforce the same indemnification and limitation against Client as Apex may under Section 3 and 6 of this Agreement. Other than Apex suppliers, vendors and referral partners who are intended third party beneficiaries with respect to Sections 3, 4C, and 6 of this Agreement, nothing in this Agreement creates or will be deemed to create third party or other beneficiaries of or under this Agreement. APEX HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CLIENT'S EMPLOYEES AND/OR ANY TAXING AUTHORITIES) BY VIRTUE OF THIS AGREEMENT.
- D. **Force Majeure.** Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control.
- E. **Non-Hire.** During the term of this Agreement, Client shall not solicit the employment of any Apex employee who has been involved in furnishing Services hereunder.
- F. **Governing Law.** This agreement shall be construed and governed pursuant to the laws of the State of Georgia. Any dispute arising out of this agreement shall be brought in the Superior or State Court of Coweta County, Georgia. The parties hereto expressly consent to jurisdiction and venue in said courts and hereby waive any objection to said venue and jurisdiction.

This Agreement shall become effective upon being signed by an authorized representative of Apex. This Agreement may be executed in separate counterparts, each of which shall constitute an original and each counterpart, when taken together, shall constitute one instrument. Facsimile copies of the signed Agreement shall be as valid and enforceable as the original. APEX'S SALES REPRESENTATIVES DO NOT HAVE THE AUTHORITY TO BIND APEX.

Take Control of Your Payroll

Employer OnDemand from Apex Payroll allows you to take control of your payroll. Our secure online payroll application allows you to enter, process, close and print your payroll every pay period. Employer OnDemand is the perfect tool for your company's payroll. Its robust features and functionalities are available to you 24-7 from anywhere in world.

Superior Technology

- **Software-as-a-Service** - Employer OnDemand eliminates the need to install and run the application on your server. It removes the burden of software backups, maintenance, updates, ongoing operation and support. It provides you with rapid and cost effective deployment. Employer OnDemand is highly scalable, available and accessible.
- **Real Time Processing & Closing** - Your payroll is real time. Once you process and close, it's ready. You don't have to wait for a payroll specialist to close your payroll and no syncing is required. As long as you process your payroll prior to your run date and time, you can do so at your convenience.
- **Manager Self Service** - With granular security levels you can have one person or many enter payroll related data depending on their security level. They can be limited to the information they can view from department level to form and field level.
- **Platform** - Employer OnDemand is built on Microsoft .Net framework utilizing SQL 2008 database.

Data Entry

- Hours, Bonuses & Commissions
- Add & Edit Employees
- Change Withholdings and Deductions
- Set-up Direct Deposit
- Integrate with Timekeeping
- Multiple Locations & Departments
- Paid Time Off
- Check Calculator

Reporting

Reporting has been revolutionized. We provide you with easy and convenient access to your data. Employer OnDemand offers real time access to your payroll reports each pay period and also allows you to run numerous reports from your historical data. The system has two powerful report writing tools. You can quickly create reports from the Rapid Report tool or more comprehensive reports through the Report Writer.

- Print Your Payroll Package
- Create and Save Rapid Report Templates
- Date Range Driven Reports
- General Ledger Exporting & Reports
- Export Reports in Word, Excel, PDF, CSV, RTF
- Job Costing
- Labor Distribution
- New Hire
- Paid Time Off Detail
- Export Benefit & 401K Data
- Restaurant Reporting
- Change/Audit Report
- Plus Much More...

Simple, Scalable & Powerful

Apex Payroll provides you with the tools you need to process your payroll in the most efficient and effective manner. You can process, close and review your payroll 24-7 from anywhere in the world. Our proprietary online application, Employer OnDemand, puts the power in your hands no matter how large or small of a business you run.

Superior Technology

- **SecurePay** - Apex can debit your account for the entire payroll and write checks from the Apex account to provide you with security and eliminate bank reconciliation.
- **Direct Deposit** - Your employees can have their net check automatically deposited into as many accounts as they like on payday.
- **Signed & Sealed Checks** - Provides you with the convenience and freedom of not being present on payday. Your pay checks arrive sealed and with a digital signature ready for distribution.
- **Tax Filing** - Apex ensures the accuracy and timeliness of your payroll tax deposits and filing.
- **Payroll Audit Trail** - View and print reports to track the changes made each pay period to employee or company data.
- **Employee Self Service** - Employees can view, edit and print their payroll information, check stub and pay history.

Flexible Reporting

Choose from system reports or create your own through Rapid Reports, our report building tool. All reports can be exported in PDF, Excel, Word, CSV, TXT, plus additional formats. Below is a brief sample of built in reports.

- Concise Detailed Reporting
- Payroll Summary
- Payroll Details
- Check Register
- Deduction Report
- 401k
- Employee Detail
- General Ledger
- Job Costing
- Labor Distribution
- New Hire
- Paid Time Off Detail
- Restaurant Reporting

Time & Attendance

Apex's Trilogy Timekeeping allows your employees to clock in and out via the web or a traditional time clock. You then manage all your timekeeping transactions, exceptions and reporting online. When it's time to run payroll, all hours will automatically roll into our payroll system so you do not have to re-key or import the data.



To learn more about Apex Payroll, visit us at www.apexpayroll.com

Making Timekeeping Easy

Apex Payroll's timekeeping product, Trilogy Timekeeping, makes your company's time and attendance easy to manage. Our timekeeping allows you to manage your company's time and attendance online. Employees simply clock in and out through our secure online time clock or via a traditional time clock. When it's time to run payroll, your employees' hours are automatically in our payroll system. No longer worry about re-keying or importing the hours into a payroll system.

Manager Self Service

Trilogy Timekeeping offers the option of Manager Self Service, which allows managers within your organization to view, enter and correct their employees' timekeeping transactions.

Flexibility

- Traditional Time Clock
- Online Time Clock
- Clock In and Out
- Track Breaks & Lunches
- Report Tips
- Job Tracking
- Piece Work
- English or Spanish
- Integrates with Apex Payroll
- Automatically Adjusts to Daylight Savings Time
- Automatically E-mails Reports

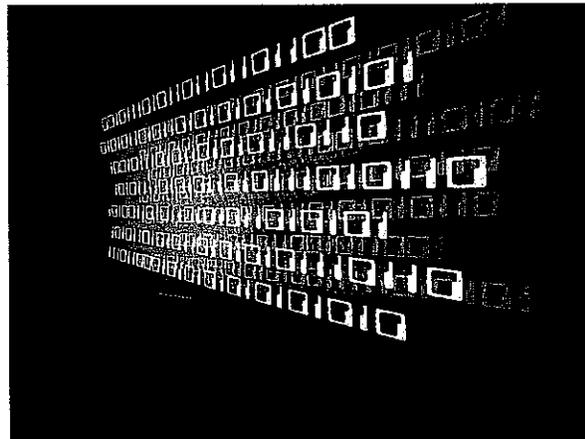
Reporting

Trilogy Timekeeping provides you with powerful reporting tools. The system allows you to view reports daily, per pay period, by date range and by division, location and department. You can choose from the following easy to read reports:

- Exceptions, Missed Punches
- Approaching Overtime
- Attendance
- Job Tracking
- Historical Information

Time Savings

Trilogy Timekeeping not only makes your time and attendance more efficient, it saves you money by accurately tracking the time your employees work. It helps prevent time theft which cost you overtime, increased payroll, taxes, benefits and profits. Accurate timekeeping also helps you stay in compliance with the Fair Labor Standards Act and puts you in a good position should you have an audit by the Department of Labor.



Payroll Processing Plus

Payroll Processing Plus is committed to making payroll processing easy, reliable, accurate and affordable.

Payroll processing flow:

1. Payroll information is gathered 2 or more days before payday via phone, fax, email or Internet.
2. Payroll reports are then emailed. Direct deposit vouchers are included.
3. Money is moved one day before payday. You will see 3 transactions:
 - Direct deposits
 - Taxes
 - Invoice
4. All live checks will be written with your account number on them therefore they will not pull from your account until cashed.
5. Live checks can be mailed or we can use a courier. Courier fee is \$9.00. If we use regular US mail, there are no delivery charges.
6. Costs include weekly payrolls with direct deposit. Processing and filing all quarter-end and year-end payroll reports including the 940, 941, W-2's and W-3. We also process and file the Florida UCT-6 forms. Costs include payroll reports and sending a second copy to a third party (ex. Your accountant/CPA). Your Florida new hire reports will be filed without additional charges.
7. Payroll Processing Plus has the ability to help you track your vacation and sick accruals and your general ledger accounts if you prefer.

Tues. ←

Base \$30 + \$3.00 per check -
No upfront or conversion
W-2's = \$45 base + \$3.50 W-2

Payroll Processing Plus works very hard to ensure that the process is simple and straightforward. We are committed to keeping the costs as low as possible for our customers while exceeding their expectations. We would very much like your business and will work hard to ensure that you are more than happy with our services.

Payroll

Processing Plus

PAYROLL CHECKLIST

From the Employer:

1. Voided Company Payroll Check.
2. Hard copy proof of Tax Identification number (Federal preprinted 8109 coupon or any correspondence from the IRS).
3. Power of Attorney forms.
4. Client Services Agreement.
5. State unemployment rate and number. If you do not have this yet, I can help you get it.

From the Employee:

1. Employee information (or W-4's)
2. Rate of pay
3. Direct deposit authorization forms and employee's voided check for employees that want direct deposit.
4. Accrual amounts by employee (PTO, vacation etc)
5. Workers comp codes and rate
6. Deductions by employee including child support, health, 401k etc.

Thank you for choosing Payroll Processing Plus to service your payroll needs. If you have any questions, feel free to call (407) 282-5117.



Payroll Client Services Agreement

Client Name _____ EIN _____

Initial next to each service as applicable:

<u>Initials</u>	<u>Service</u>
_____	<p>TotalTax Filing (federal and state forms required) Nature of services: Payroll Processing Plus, LLC agrees that upon acceptance of this agreement, it will (1) collect from Client, hold in its account (the "Tax Account") and deposit with an appropriate authorized depository institution on or before the statutory deadlines, the required Federal, state, and local payroll tax amount; and (2) prepare and file all required Federal, state, and local employment tax forms and reports on or before the statutory deadlines. Payroll Processing Plus will not accept any responsibility for failure to make deposits or filings if it is not provided with timely or accurate information or insufficient funds. Payroll Processing Plus will assume interest charges and/or penalties, which are the result of Payroll Processing Plus negligence only. Terms and conditions continued on below and page 2.</p>
_____	<p>Direct Deposit (direct deposit forms and EE forms required) Client authorizes Payroll Processing Plus, LLC to create and initiate ACH files to said Banking Institution for the purpose of moving money through the Automated Clearing House (ACH) and providing direct deposit of payroll for Client's employees (Transactee's). Client agrees to indemnify and hold Payroll Processing Plus, LLC harmless from any and all claims of any persons whatsoever arising out of Banking Institution's processing activities for Client under the terms of this agreement or otherwise. Such claims may include, but are not limited to, claims for customer's employees or other persons or organizations, including taxing authorities whose credits may have been reversed or banks who may have suffered damage or loss because of insufficient funds of Client. Client understands and agrees that Payroll Processing Plus, LLC has no direct financial interest in the debits and credits provided, pursuant to this agreement, and is providing a service to Client for a fee. All risk of loss and liability to any person or organization arising out of the services furnished hereunder shall be that of Client.</p>
_____ N/A _____	<p>Check Signature (signature form required) Client authorizes Payroll Processing Plus, LLC to scan Client's Authorized Agent's signature and store this information in Payroll Processing Plus, LLC's property. Payroll Processing Plus, LLC understands that upon acceptance of this agreement, it will produce said Authorized Agent's signature onto checks and provide signed bank checks for Client's employees for the purpose of payroll, based on the data provided by Client. Client agrees to inform Payroll Processing Plus LLC of change in Client's Authorized Agent at least 5 working days prior to Client's payroll check date. Terms and conditions continued on reverse page under Miscellaneous.</p>
_____	<p>PlatinumPay.net (Client usage) Nature of services: Payroll Processing Plus, LLC agrees that upon acceptance of this agreement it will (1) provide payroll software access via the internet to Client for the sole purpose of payroll data entry; (2) provide software support to Client; (3) process payroll entered by Client; and (4) package and either deliver per Client instruction or hold prepared payroll on premises for Client pick-up. Client understands that the payroll information processed is a result of Client-entered data and therefore Client agrees to indemnify and hold Payroll Processing Plus, LLC harmless from any and all payroll errors that arise from Client's data input.</p>
_____ N/A _____	<p>MyPayrollWeb.com (Client authorizes CPA firm or financial agent access to Client information) Client authorizes _____ (CPA firm or financial agent) access to Client's payroll data via MyPayrollWeb.com and understands that this allows full and complete access to Client's payroll information and reports.</p>
_____ N/A _____	<p>No Tax Service Payroll Processing Plus will provide a statement of liability due with each payroll and signature-ready copies of all applicable returns on a quarterly basis. Client assumes complete responsibility of timely paying and filing of all Federal, state, and local employment taxes due. Payroll Processing Plus will not be held liable for the payment of liability due or filing any returns required.</p>

TotalTax Terms and Conditions:

1. Client Responsibilities

Client agrees to provide Payroll Processing Plus a mutually acceptable data transmission of accurate and complete payroll tax information at least two (2) banking days prior to the check date. Client acknowledges that the Tax Filing Services of Payroll Processing Plus use information supplied by Client, including payroll data and Federal, state, and local deposit frequencies and identification numbers, and assumes responsibility for the verification and accuracy of this information. Client agrees that any changes additions or deletions to Client master file information will be made known immediately and

in writing to Payroll Processing Plus. This includes but is not limited to notices or correspondence received from any Federal, state, or local authority with respect to any tax return or deposit made by Payroll Processing Plus.

2. Demand Deposit Account

Client agrees to authorize the direct debit of a Demand Deposit Account ("DDA") through the ACH established at _____ Bank ("Bank") and maintain sufficient funds in said account to cover all payroll tax deposits current or past due and to collect fees and charges. If Client's federal tax liability exceeds \$100,000.00, which is subject to the Federal \$100,000 One-Day Rule, the Client agrees to fund that liability via wire transfer at the request of Payroll Processing Plus from the Client's DDA bank account to Payroll Processing Plus' Tax Account. Client agrees that debits will be made no later than one day prior to the checkdate. In the event sufficient funds are not available to cover the above listed items, Payroll Processing Plus will assess a NSF charge and reserve the right to immediately terminate the Agreement without prior written notice. If Payroll Processing Plus terminates this Agreement, Payroll Processing Plus shall not be responsible for making any further payroll tax deposits or filings, and shall retain tax deposits to offset any amounts owed from Client.

3. Service Fees

Client agrees to pay Payroll Processing Plus, LLC per the agreed upon price schedule attached hereto or to the Service Agreement for the services described above. Client understands that the service fees will be auto debited from Client's bank account, as indicated by Client. As additional consideration, Payroll Processing Plus may invest funds as Payroll Processing Plus deems appropriate and that any and all profits, accumulations, and any other form of gain resulting from such investments shall accrue for the benefit of and the sole property of Payroll Processing Plus. Payroll Processing Plus agrees to return Client tax refunds in excess of actual tax liabilities and fees upon authorized written request from Client.

4. Term

This Agreement will be in effect from the date of acceptance by Payroll Processing Plus. Upon termination of service, Client agrees to provide at least thirty (30) days written notice of its intent to terminate the Agreement or failing to do so pay a \$250.00 termination fee. All Clients leaving the Tax Filing Services shall pay a Termination Service Continuance charge of \$150.00 to cover costs of required follow-up after the discontinuance of service. Should Client leave Payroll Processing Plus Tax Filing Service owing tax balances and/or fees to Payroll Processing Plus, the officers of said Client agree to be held personally liable for the deficit amount.

5. Authorization to Receive Information

Client hereby instructs all Federal, state, and local tax authorities to deliver tax forms, documents, and other related information to Payroll Processing Plus. Payroll Processing Plus is hereby given full authorization to represent and submit records on behalf of Client before Federal, state, or local jurisdiction's tax office with respect to employment taxes. Client hereby authorizes Client's payroll department, including any vendor or computer service, to deliver to Payroll Processing Plus all necessary documents and payroll information, including payroll tax registers, quarterly reports and summaries.

6. Relationship

This Agreement establishes an independent contractor relationship only, by which Payroll Processing Plus will perform the tax filing services described herein. It is not intended as, and shall not be construed to establish a partnership, joint venture, agency, or master/servant relationship.

7. General Provisions

Client's failure to comply with all items contained within the Service Agreement terminates this contract and relieves Payroll Processing Plus of any liability for the proper execution of payroll tax processing as defined in this document. Therefore, Client promises to indemnify and hold Payroll Processing Plus harmless from any claim against Client and/or Payroll Processing Plus arising out of the use of information furnished by Client. The total liability of Payroll Processing Plus is limited to the correction of any error due to the negligence of Payroll Processing Plus. The Terms and Conditions stated herein between Client and Payroll Processing Plus supersede any and all prior agreements, warranties, or representations other than those contained within this document, and shall remain in effect until such time as either Client or Payroll Processing Plus provides thirty (30) days written notification to the other that service is no longer needed or provided. The laws of the State of Florida govern this Agreement. Payroll Processing Plus will be entitled to immediate recovery of all attorney's fees and expenses that arise from any suit filed in relation to this Agreement.

Payroll Processing Plus, LLC

Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Signature

Title

Date

Power of Attorney and Declaration of Representative

OMB No. 1545-0150

For IRS Use Only

Received by: _____

Name _____

Telephone _____

Function _____

Date / /

▶ Type or print. ▶ See the separate instructions.

Part I Power of Attorney

Caution: A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address	Taxpayer identification number(s)
	Daytime telephone number Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address Debra Fekany (Payroll Processing Plus0 4174 Evander Drive Oriando, FL 32812	CAF No. <u>0301-48407R</u> PTIN _____ Telephone No. <u>(407) 282-5117</u> Fax No. <u>(407) 282-4915</u> Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Check if to be sent notices and communications <input type="checkbox"/> Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Check if to be sent notices and communications <input type="checkbox"/> Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service for the following matters:

3 Matters

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, etc.) (see instructions for line 3)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions for line 3)
Employment	940, 941	2013, 2014, 2015

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Uses Not Recorded on CAF**

5 Acts authorized. Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

Disclosure to third parties; Substitute or add representative(s); Signing a return; _____

Other acts authorized: _____
(see instructions for more information)

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan agent may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. A registered tax return preparer may only represent taxpayers to the extent provided in section 10.3(f) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (level k) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific deletions to the acts otherwise authorized in this power of attorney: _____

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here **▶**
YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 Signature of taxpayer. If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.

Signature	Date	Title (if applicable)
Print Name	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PIN Number	Print name of taxpayer from line 1 if other than individual

Part II Declaration of Representative

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer's organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**
 - i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**
 - k Student Attorney or CPA—receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN LINE 2 ABOVE. See the Instructions for Part II.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the Instructions for Part II for more information.

Designation— Insert above letter (a-r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
B	FL	26512		



**Florida Department of Revenue
POWER OF ATTORNEY
and Declaration of Representative**

DR-835
R. 10/11
Rule 12-6.0015
Florida Administrative Code

See Instructions for additional information.

PART I - POWER OF ATTORNEY

Section 1. Taxpayer Information. Taxpayer(s) must sign and date this form on Page 2, Part I, Section 8.

Taxpayer name(s) and address(es)	Federal ID no(s). (SSN*, FEIN, etc.)	Florida Tax Registration Number(s) (Business Part. No., Sales Tax No., U.T. Acct No., etc.)
	Contact person	Telephone number ()
		Fax number ()

The Taxpayer(s) hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

Section 2. Representative(s). Each representative must be listed individually, and must sign and date this form on Page 2, Part II.

Name and address (include name of firm if applicable)	Telephone number ()
	Fax number ()
E-mail address:	Cell phone number ()
Name and address (include name of firm if applicable)	Telephone number ()
	Fax number ()
E-mail address:	Cell phone number ()
Name and address (include name of firm if applicable)	Telephone number ()
	Fax number ()
E-mail address:	Cell phone number ()

To represent the taxpayer(s) before the Florida Department of Revenue in the following tax matters:

Section 3. Tax Matters. Do not complete this section if completing Section 4.

Type of Tax (Corporate, Sales, Unemployment, etc.)	Year(s) / Period(s)	Tax Matter(s) (Tax Audits, Protests, Refunds, etc.)

Section 4. To Appoint an Unemployment Tax Agent Only. Do not complete Sections 3 and 6 if completing Section 4.

By completing this section, an employer (taxpayer) appoints a representative to act as its Florida unemployment tax agent before the Florida Department of Revenue on a continuing basis and to receive confidential information with respect to mailings, filings, and other tax matters related to the Florida unemployment compensation law. All other sections of this form (except Sections 3 and 6) must also be completed. **Do not complete Section 4 unless you wish to appoint an unemployment tax agent on a continuing basis.**

Agent name	Agent number (required)
Firm name	Federal I.D. No. (required)
Address (if different from above)	Telephone number ()

Mail Type: See Instructions for explanations. Check one box only. 1 (Primary) 2 (Reporting) 3 (Rate) 4 (Claim)

Section 5. Acts Authorized.

The representative(s) are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described in Section 3 and Section 4 (for example, the authority to sign any agreements, consents, or other documents). Except as otherwise provided, the authority specifically includes the power to execute waivers of restrictions on assessment or collection of deficiencies in tax, to execute consents extending the statutory period for assessment or claims for refund of taxes, and to execute closing agreements under section 213.21, Florida Statutes. This authority does not include the power to endorse or cash warrants, or the power to sign certain returns.

If you want to authorize a representative named in Section 2 to receive (but not to endorse or cash) refund warrants, write the name of the representative on this line and check the box

List any specific limitations or deletions to the acts otherwise authorized in this Power of Attorney.



Florida Tax Registration Number:
Federal Identification Number:

Taxpayer Name(s):

- Taxpayer(s) must complete Page 1 of this Power of Attorney or it will not be processed.

Section 6. Notices and Communication. Do not complete Section 6 if completing Section 4.

- Notices and other written communications will be sent to the first representative listed in Part I, Section 2, unless the taxpayer selects one of the options below. Receipt by either the representative or the taxpayer will be considered receipt by both.
 - If you want notices and communications sent to both you and your representative, check this box
 - If you want notices or communications sent to you and not your representative, check this box

Certain computer-generated notices and other written communications cannot be issued in duplicate due to current system constraints. Therefore, we will send these communications to only the taxpayer at his or her tax registration address.

Section 7. Retention / Nonrevocation of Prior Power(s) of Attorney.

The filing of this Power of Attorney will not revoke earlier Power(s) of Attorney on file with the Florida Department of Revenue, even for the same tax matters and years or periods covered by this document. If you want to revoke a prior Power of

Attorney, check this box

You must attach a copy of any Power of Attorney you wish to revoke.

Section 8. Signature of Taxpayer(s).

If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested. If signed by a corporate officer, partner, member/managing member, guardian, tax matters partner/person, executor, receiver, administrator, trustee, or fiduciary on behalf of the taxpayer, I declare under penalties of perjury that I have the authority to execute this form on behalf of the taxpayer.

Under penalties of perjury, I (we) declare that I (we) have read the foregoing document, and the facts stated in it are true.

If this Power of Attorney is not signed and dated, it will be returned.

_____ Signature	_____ Date	_____ Title (if applicable)
_____ Print name		
_____ Signature	_____ Date	_____ Title (if applicable)
_____ Print name		

PART II - DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am familiar with the mandatory standards of conduct governing representation before the Department of Revenue, including Rules 12-6.006 and 28-106.107 of the Florida Administrative Code, as amended.
- I am familiar with the law and facts related to this matter and am qualified to represent the taxpayer(s) in this matter.
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified therein, and to receive and inspect confidential taxpayer information.
- I am one of the following:
 - Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - Enrolled Agent - enrolled as an agent pursuant to the requirements of Treasury Department Circular Number 230.
 - Former Department of Revenue Employee. As a representative, I cannot accept representation in a matter upon which I had direct involvement while I was a public employee.
 - Unemployment Tax Agent authorized in Section 4 of this form.
 - Other Qualified Representative.
- I have read the foregoing Declaration of Representative and the facts stated in it are true.

If this Declaration of Representative is not signed and dated, it will not be processed.

Designation - Insert Letter from Above (a -f)	Jurisdiction (State) and Enrollment Card No. (if any)	Signature	Date

POWER OF ATTORNEY INSTRUCTIONS

Use of this form

A Power of Attorney (Form DR-835) signed by the taxpayer and the representative is required by the Florida Department of Revenue in order for the taxpayer's representative to perform certain acts on behalf of the taxpayer and to receive and inspect confidential tax information. You and your representative must complete, sign, and return Form DR-835 if you want to grant Power of Attorney to an attorney, certified public accountant, enrolled agent, former Department employee, unemployment tax agent, or any other qualified individual. A Power of Attorney is a legal document authorizing someone other than yourself to act as your representative.

You may use this form for any matters affecting any tax administered by the Department of Revenue. This includes both the audit and collection processes. A Power of Attorney will remain in effect until you revoke it. If you provide more than one Power of Attorney with respect to a tax and tax period, the Department employee handling your case will address notices and correspondence relative to that issue to the first person listed on the latest Power of Attorney.

A Power of Attorney Form is generally not required, if the representative is, or is accompanied by: a trustee, a receiver, an administrator, an executor of an estate, a corporate officer, or an authorized employee of the taxpayer.

Photocopies and fax copies of Form DR-835 are usually acceptable. E-mail transmissions or other types of Powers of Attorney are not acceptable. Copies of Form DR-835 are readily available by visiting our Internet site (www.myflorida.com/dor/forms).

How to Complete Form DR-835, Power of Attorney

PART I POWER OF ATTORNEY

Section 1 – Taxpayer Information

- For individuals and sole proprietorships:** Enter your name, address, social security number, and telephone number(s) in the spaces provided. Enter your federal employer identification number (FEIN), if you have one. If a joint return is involved, and you and your spouse are designating the same attorney(s)-in-fact, also enter your spouse's name and social security number, and your spouse's address if different from yours.
- **For a corporation, limited liability company, or partnership:** Enter the name, business address, FEIN, a contact person familiar with this matter, and telephone number(s).
 - **For a trust:** Enter the name, title, address, and telephone number(s) of the fiduciary, and name and FEIN of the trust.
 - **For an estate:** Enter the name, title, address, and telephone number(s) of the decedent's personal representative, and the name and identification number of the estate. The identification number for an estate includes both the FEIN if the estate has one and the decedent's social security number.
 - **For any other entity:** Enter the name, business address, FEIN, and telephone number(s), as well as the name of a contact person familiar with this matter.
 - **Identification Number:** The Department may have assigned you a Florida tax registration number such as a sales tax number, an unemployment tax account number, or a business partner number. These numbers further assist the Department in identifying your particular tax matter, and you should enter them in the appropriate box. If you do not provide this information, the Department may not be able to process the Power of Attorney.

Section 2 – Representative(s)

Enter the individual name, firm name (if applicable), address, telephone number(s), and fax number of each individual appointed as attorney-in-fact and representative. If the representatives have the same address, simply write "same" in the appropriate box. If you wish to appoint more than three representatives, you should attach a letter to Form DR-835 listing those additional individuals.

Section 3 – Tax Matters

Enter the type(s) of tax this Power of Attorney authorization applies to and the years or periods for which the Power of Attorney is granted. The word "All" is not specific enough. If your tax situation does not fit into a tax type or period (for example, a specific administrative appeal, audit, or collection matter), describe it in the blank space provided for "Tax Matters." The Power of Attorney can be limited to specific reporting period(s) that can be stated in year(s), quarter(s), month(s), etc., or can be granted for an indefinite period. You must indicate the tax types, periods, and/or matters for which you are authorizing representation by your attorney-in-fact.

Examples:

Sales and Use Tax	First and second quarter 2008
Corporate Income Tax	7/1/07 – 6/30/08
Communications Services Tax	2006 thru 2008
Insurance Premium Tax	1/1/06 – 12/31/08
Technical Assistance Advisement Request	dated 8/6/08
Claim for Refund	3/7/07

Section 4 – To Appoint an Unemployment Tax Agent

Complete this section only if you wish to appoint an agent for unemployment taxes on a continuing basis. You should not complete Section 3 or Section 6, but you must complete the remaining sections of Form DR-835.

Enter the agent's name. It must be the same name as found in Section 2. Enter the firm name and address. You do not need to complete the address line if you reported that information in Section 2.

1. Enter the agent number. The agent number is a seven-digit number assigned by the Department of Revenue.
2. Enter the federal employer identification number. The FEIN is a nine-digit number assigned to the agent by the Internal Revenue Service.
3. Select the mail type.

Primary Mail. If you select primary mail, the agent will receive all documents from the Department of Revenue related to this unemployment tax account, and will be authorized to receive confidential information and discuss matters related to the tax and wage report, benefit information, claims, and the employer's rate.

Reporting Mail. If you select reporting mail, the agent will receive the Employer's Quarterly Report (Form UCT-6), certification, and correspondence related to reporting. The agent will be authorized to receive confidential information and discuss the tax and wage report, certification, and correspondence with the Department.

Rate Mail. If you select rate mail, the agent will receive tax rate notices and correspondence related to the rate and will be authorized to receive confidential information and discuss the employer's rate notices and rate with the Department.

Claims Mail. If you select claims mail, the agent will receive the notice of benefits paid, and will be authorized to receive confidential information and discuss matters related to benefits.

Note: Duplicate copies of certain computer-generated notices and other written communications cannot be issued due to current system constraints and therefore, these communications will be sent only to the representative.

e: If you wish to appoint a representative to act on your behalf in a specific and non-continuing unemployment tax matter, you should complete Section 3 and Section 6 and not Section 4. For example, if you hire a representative to assist you with a single matter, such as an unemployment tax audit or contesting the payment of a claim, and wish that representative to handle just that one matter, you should not complete Section 4 to authorize that representation. Instead, you should fill out Section 3 and specify the exact matter the representative is handling.

Section 5 – Acts Authorized

Your signature on the back of the Power of Attorney authorizes the individual(s) you designate (your representative or "attorney-in-fact") to perform any act you can perform with respect to your tax matters, except that your representative may not sign certain returns for you nor may your representative negotiate or cash your refund warrant. This authority includes signing consents to a change in tax liability, consents to extend the time for assessing or collecting tax, closing agreements, and compromises. You may authorize your representative to receive, but not negotiate or cash, your refund warrant by checking the box in Section 5 and writing the name of the representative on the line below. If you wish to limit the authority of your representative other than in the manner previously described, you must describe those limits on the lines provided in Section 5.

Section 6 – Mailing of Notices and Communications

If you do not check a box, the Department will send notices and other written communications to the first representative listed in Section 2, unless you select another option. If you wish to have no documents sent to your representative, or documents sent to both you and your representative, you should check the appropriate box in Section 6. Check the second box if you wish to have notices and other written communications sent to you and not to your representative. In

main instances, the Department can only send documents to the taxpayer. Therefore, the taxpayer has the responsibility of keeping the representative informed of tax matters.

Note: Taxpayers completing Section 4 (To Appoint an Unemployment Tax Agent Only) should not complete Section 6. See Section 4 of these instructions for information regarding notices and communications sent to an unemployment tax agent.

Section 7 – Retention/Nonrevocation of Prior Power(s) of Attorney

The most recent Power of Attorney will take precedence over, but will not revoke, prior Powers of Attorney. If you wish to revoke a prior Power of Attorney, you must check the box on the form and attach a copy of the old Power of Attorney.

Section 8 – Signature of Taxpayer(s)

The Power of Attorney is not valid until signed and dated by the taxpayer. The individual signing the Power of Attorney is representing, under penalties of perjury, that he or she is the taxpayer or authorized to execute the Power of Attorney on behalf of the taxpayer.

- For a corporation, trust, estate, or any other entity: A corporate officer or person having authority to bind the entity must sign.
- For partnerships: All partners must sign unless one partner is authorized to act in the name of the partnership.
- For a sole proprietorship: The owner of the sole proprietorship must sign.
- For a joint return: Both husband and wife must sign if the representative represents both. If the representative only represents one spouse, then only that spouse should sign.

PART II – DECLARATION OF REPRESENTATIVE

Any party who appears before the Department of Revenue has the right, at his or her own expense, to be represented by counsel or by a qualified representative. The representative(s) you name must declare, under penalties of perjury, that he or she is qualified to represent you in this matter and will comply with the mandatory standards of conduct

governing representation before the Department of Revenue. The representative(s) must also declare, under penalties of perjury, that he or she has been authorized to represent the taxpayer(s) in this matter and authorized by the taxpayer(s) to receive confidential taxpayer information.

The representative(s) you name must sign and date this declaration and enter the designation (i.e., items a-f) under which he or she is authorized to represent you before the Department of Revenue.

- a. **Attorney** – Enter the two-letter abbreviation for the state (for example "FL" for Florida) in which admitted to practice, along with your bar number.
- b. **Certified Public Accountant** – Enter the two-letter abbreviation for the state (for example "FL" for Florida) in which licensed to practice.
- c. **Enrolled Agent** – Enter the enrollment card number issued by the Internal Revenue Service.
- d. **Former Department of Revenue Employee** – Former employees may not accept representation in matters in which they were directly involved, and in certain cases, on any matter for a period of two years following termination of employment. If a former Department of Revenue employee is also an attorney or CPA, then the additional designation, jurisdiction, and enrollment card should also be entered.
- e. **Unemployment Tax Agent** – A person(s) appointed under Section 4 of the Power of Attorney to handle unemployment tax matters on a continuing basis. A separate Power of Attorney form must be completed in order for an unemployment tax agent to handle a specific and non-continuing matter such as a protest of an unemployment tax rate.
- f. **Other Qualified Representative** – An individual may represent a taxpayer before the Department of Revenue if training and experience qualifies that person to handle a specific matter.

Rule 28-106.107, Florida Administrative Code, sets out mandatory standards of conduct for all qualified representatives. A representative shall not:

- (a) Engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.
- (b) Engage in conduct that is prejudicial to the administration of justice.
- (c) Handle a matter that the representative knows or should know that he or she is not competent to handle.
- (d) Handle a legal or factual matter without adequate preparation.

***Social security numbers (SSNs)** are used by the Florida Department of Revenue as unique identifiers for the administration of Florida's taxes. SSNs obtained for tax administration purposes are confidential under sections 213.053 and 119.071, Florida Statutes, and not subject to disclosure as public records. Collection of your SSN is authorized under state and federal law. Visit our Internet site at www.myflorida.com/dor and select "Privacy Notice" for more information regarding the state and federal law governing the collection, use, or release of SSNs, including authorized exceptions.

Where to Mail Form DR-835

If Form DR-835 is for a specific matter, mail or fax it to the office or employee handling the specific matter. You may send it with the document to which it relates.

If Form DR-835 is for an unemployment tax matter and the taxpayer has completed Section 4, mail it to the Florida Department of Revenue, P.O. Box 6510, Tallahassee FL 32314-6510, or fax it to 850-488-5997.

Payroll

Processing Plus

What is included in our fees?

- Filing and paying all payroll related tax work including the 941, UCT-6, W3, 940 and W-2's.
- Filing of your Florida new hire reports.
- Direct deposit with the option of emailing the pay stubs.
- Stuffing and sealing all packages and mailing to whatever location you want them to go to.
- Tracking and paying your workers compensation.
- Tracking sick, vacation and PTO time.
- Tracking your general ledger.
- Deducting and sending all 3rd party checks such as child support.
- Deducting and sending insurance checks and/or 401k reporting.
- Ability to provide online payroll system that will enable you to see and change employee data, view reports and run payrolls if you prefer.
- Ability to interact with your current timekeeping system but also to provide options for other timekeeping system. This way we can determine if you have the best system for the price.
- File 1099's if you have any.
- One on one customer service. Quick response time. No red tape to deal with.

Payroll

Processing Plus

Why use Payroll Processing Plus?

- One-on-One Personalized Customer Service.
- Reliable and accurate payroll every time.
- Affordable prices.
- Owner is a Florida licensed CPA and can answer questions and lend support if needed.
- Does not impound payroll monies.
- Flexible to the customers needs.
- Works with the customer to ensure the best process for your company.
- Works with your company to alleviate delivery charges.
- No start-up charges.
- No extra fees for direct deposit.
- Can track by department and by division.
- Locally owned and operated.

PAYROLL SERVICES

	Payroll Processing	Direct Deposit	Tax Services	REMARKS (Needed for FRS submittal - McDermit for Financial Statements)	Cost
McDermit Marge Peters					\$480.00 monthly to prepare financial statements and 941s. The City is Invoiced for services provided for beyond those provided in Agreement.
Sage (f/k/a Peachtree (Online))	Currently done in-house	Currently done by staff	McDermit - 941 City Clerk - UCT, W-2s, 1099s Shannon/Cinnamon-Bi-weekly Payroll Deposit	Generated by Staff and McDermit	Current contract with Sage is \$949.00 w/o payroll module Renewal will be 1029.00 (August). City currently has the ability to prepare payroll in-house and will continue to have the ability until 2014. At that time, the City will have to add the payroll module because there will be no support for payroll services. The cost to purchase the payroll module at renewal time (August), is \$1299.00.
Apex Payroll Services (Clermont Office) Richard Chapman	x Will provide report for staff to review and check for errors prior to submitting payroll	x	Will Provide	Will Provide	Payroll Processing Fee - \$35.00 Delivery - Packaging - \$9.00 (ability to access online to print) Direct Deposit - \$1.85 per check Flat rate - new employee Hiring Fee \$3.45 one time only Set up fee - No Charge W-2s / 1999 Base Feee - \$50.00 W-2/1099 Each - \$4.95 Bi-Weekly Payroll Based on 23 employees \$77.55 \$42.55+\$35.00 = \$77.55x26 weeks = \$2016.30 W2s - 23x\$4.95=\$113.85+\$50.00=\$163.85
Payroll Processing Plus (Conway Office) Debbie Fekany, CPA	x Will provide report for staff to review and check for errors prior to submitting payroll	x	Will Provide	Will Provide	Payroll Processing Fee - \$30.00 Delivery - Packaging - \$9.00 (ability to access online to print) Direct Deposit - \$3.00 per check Flat rate - new employee Hiring - -0- Set up fee - No Charge W-2s / 1999 Base Feee - \$45.00 W-2/1099 Each - \$3.50 Bi-Weekly Payroll Based on 23 employees \$99.00 (\$30.00+\$69.00) \$99.00 x26 weeks=\$2574.00 annually W-2s - 23x\$3.50=\$80.50+\$45.00 base fee=\$103.50