

Ray Bagshaw
Mayor

Pamela Henley
Council Member

John Dowless
Council President

Dan Drummond
Council Member

Neil Powell
Council Member

Michael Hendrix
Council Member

CITY COUNCIL AGENDA
REGULAR MEETING
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, October 21, 2014
6:30 p.m.

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

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL & DETERMINATION OF QUORUM

E. PRESENTATION(s)

1. **Pg. 1** – Mayoral Proclamation – Week of the Family

F. CONSENT AGENDA

1. **Pgs. 2 - 11** – September 23, 2014 – City Council Regular Meeting Minutes

G. ORDINANCES – FIRST READING & PUBLIC HEARING

1. **Pgs. 12 - 15** - ORDINANCE NO. 2014-09: AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 34, "LICENSES AND BUSINESS REGULATIONS," CREATING ARTICLE VI "MOBILE VENDING" IN THE CITY OF EDGEWOOD CODE OF ORDINANCES; PROHIBITING MOBILE FOOD SERVICE OPERATIONS AND MOBILE SALES OPERATIONS; PROVIDING EXEMPTIONS; PROVIDING DEFINITIONS; PROVIDING FOR REGULATIONS OF ALLOWED MOBILE FOOD SERVICE OPERATIONS AND MOBILE SALES OPERATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE.
2. **Pgs. 16 - 24** – ORDINANCE 2014-10 - AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA; PROVIDING FOR A FUTURE

LAND USE MAP AMENDMENT TO THE COMPREHENSIVE PLAN CHANGING THE DESIGNATION OF PROPERTY TOTALING 10.293 ACRES, MORE OR LESS, WHICH PROPERTY HAS ORANGE COUNTY PARCEL I.D. NUMBERS 13-23-29-0000-00-009, 13-23-29-0000-00-024, AND 13-23-29-0000-00-005, FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

3. **Pgs. 25 - 66** RESOLUTION 2014-09: RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF EDGEWOOD FOR THE ADOPTION OF THE CITY OF EDGEWOOD'S CAFETERIA PLAN.

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

1. **Pgs. 67 - 70** - ORDINANCE NO. 2014-08: AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, ENACTING AND APPROVING OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND THE CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION FOR THE TERM OCTOBER 1, 2014, TO SEPTEMBER 30, 2017; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

I. UNFINISHED BUSINESS

1. **Boise Cascade Special Exception Application**

J. NEW BUSINESS

1. **Pgs. 71 - 77** - Holland & Reilly, CPA - Engagement Letter
2. **Pgs. 78 - 102** - Russell Home Site Plan

K. GENERAL INFORMATION (No action required)

November 4, 2014 General Election - City Hall Council Chamber is Precinct 330 A & B

L. CITIZEN COMMENTS

M. BOARDS & COMMITTEES

N. STAFF REPORTS

City Attorney:

Police Chief:

City Clerk:

O. MAYOR & COUNCIL REPORTS

- Mayor Bagshaw
- Council President Dowless
- Council Member Powell
- Council Member Henley
- Council Member Drummond
- Council Member Hendrix

P. ADJOURNMENT

UPCOMING MEETINGS:

November 10, 2014..... Planning & Zoning Board Meeting
November 18, 2014.....City Council Meeting

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

City of Edgewood

State of Florida

MAYORAL PROCLAMATION

WHEREAS, the City of Edgewood is blessed, blessed with a multitude of families - an essential part of the cultural, social, and spiritual fabric of our community; and

WHEREAS, the City of Edgewood recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services; and

WHEREAS, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policymakers, and families themselves; and

WHEREAS, during the week of November 1 through November 8, 2014, the City of Edgewood residents should take time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year; and

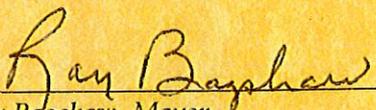
WHEREAS, during this week, we urge residents of the City of Edgewood to join other agencies and organizations throughout the county to honor and celebrate our families.

NOW, THEREFORE, I, RAY BAGSHAW, MAYOR OF THE CITY OF EDGEWOOD, FLORIDA DO HEREBY PROCLAIM the week of November 1 through November 9, 2014, as

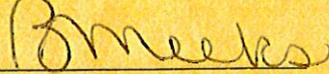
"Week of the Family"

In the City of Edgewood we urge all citizens to share in this occasion

Dated this 21st day of October, 2014.

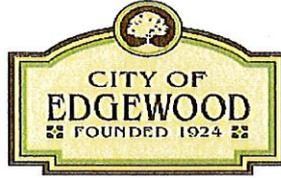

Ray Bagshaw, Mayor

Attest:


Bea L. Meeks, MMC, CPM
City Clerk

SEAL





CITY COUNCIL SPECIAL MEETING
Tuesday, September 23, 2014
6:30 p.m.

CALL TO ORDER

On Tuesday, September 23, 2014, Council President Dowless called the Edgewood City Council special meeting to order at 6:30 p.m. The invocation was given by Council Member Powell followed by the Pledge of Allegiance.

The following attendance is noted:

Ray Bagshaw, Mayor (Quorum)
John Dowless, Council President
Neil Powell, D.D.S., Council Member
Pam Henley, Council Member
Mike Hendrix, Council Member
Dan Drummond, Council Member

STAFF

Bea Meeks, City Clerk
Chris Francisco, Police Chief
Drew Smith, City Attorney
Ellen Hardgrove, AICP

PRESENTATIONS

Mayoral Proclamation – Red Ribbon Week

Mayor Bagshaw read the Mayoral Proclamation proclaiming October 23-31, 2014 as Red Ribbon Week.

CONSENT AGENDA

1. June 11, 2014 – City Council Workshop Minutes
2. August 19, 2014 – City Council Meeting Minutes
3. September 3, 2014 – City Council Special Meeting Minutes

Council Member Powell made the Motion to approve the Consent Agenda, as presented; Seconded by Council Member Henley. Unanimously approved (5/0).

ORDINANCES – FIRST READING & PUBLIC HEARING

Council President Dowless asked to move the Boise Cascade appeal out of order of the Agenda; having no objections, the order of the Agenda was changed.

City Attorney Smith said Council is addressing two issues, one is the appeal which they can accept or ignore, and they still have to make a determination regarding the Planning & Zoning Board's recommendation no matter what Council's decision is regarding the appeal.

APPEAL:

Randall Sumner , 305 Krueger Street, Orlando (provided a written statement) Mr. Sumner said he represents the South Lake Holden HOA. In response to Mr. Sumner, City Attorney Smith said the Planning and Zoning Board does not explicitly say if there is an impact however, they know that it has to be considered.

Patty Bass, 4515 Forrestal Avenue, Ms. Bass said she purchased her house twenty-two years ago and approval of the Boise Cascade application will impact her. Ms. Bass referenced being called a "cry baby". Council President Dowless said he does not recall anyone being called a "cry baby" in a Council meeting. Mayor Bagshaw noted Ms. Bass' comment regarding petitions being lost. He said if she is referring to the complaints regarding lighting at Boise Cascade, the issues have been addressed. Chief Francisco confirmed that two lights have been turned off. Mayor Bagshaw confirmed that the City cannot control CSX and the noise that comes from the rail.

David Nesbit, 4360 Ilene Court, Orlando, FL: Mr. Nesbit explained why the HOA wants to protect their way of life. Mr. Nesbit said the building will be an eyesore. Mr. Nesbit explained why he would want to annex into the City, and noted that they would like some considerations. In response to Council Member Henley, he said what would make him comfortable, as it relates to the proposed storage building; he didn't want to see it, and he said he would like for it to be aesthetic. Additionally, he is very concerned about the working hours. He said Boise has been a good neighbor and he would like to keep it that way.

Doris Click, 228 Doolittle Street, Orlando, FL 32839: Questioned the notification to Mr. Randall Sumner. City Clerk Meeks addressed Ms. Click's concern.

Jim Worthen, P.O. Box, Orlando, FL: Mr. Worthen said he would like to impress upon Council that the process is important, particularly in proceedings that are quasi judicial. Mr. Worthen noted that Mr. Sumner is an appellant, and he did not receive notice by U.S. Mail. He said this is an issue. He said "Mr. Sumner is here so we will move on". City Attorney Smith said that there is Notice on the agenda of the appeal and the

special exception. Mr. Worthen referred to the City Code and "finding", and explained what he feels "finding" is. He said the Planning & Zoning Board did not make a finding. Therefore, he feels the process should start over. City Attorney Smith said when the Planning & Zoning Board approved the special exception; this is a finding.

Planner Ellen Hardgrove: Planner Hardgrove addressed compatibility. Planner Hardgrove noted the eight conditions of the special exception. Planner Hardgrove said the Planning & Zoning Board did discuss compatibility with the Comprehensive Plan. She said the subject property's future land use was commercial in the 1980s.

Council Member Drummond had questions for Attorney Smith (1) Was anything done wrong? City Attorney Smith said that anyone can raise a challenge. (2) Can we as the City prohibit Council from making a decision? City Attorney Smith said Council has the ultimate duty and ability to make the final decision. (3) In what appears to be improper Notice, was there improper notice? City Attorney Smith said Notice is providing due process. He said there has been an abundance of due process.

Council Member Powell made the Motion that Council deny the appeal and consider the Planning & Zoning Board's recommendation as part of Council's consideration of the Special Exception; Seconded by Council Member Drummond. Unanimously Approved(5/0). The appeal was denied.

SPECIAL EXCEPTION: Planner Hardgrove provided her report regarding the Planning & Zoning Board's recommendation to approve the special exception application from Boise Cascade. The recommendation was with one condition: No materials, equipment or other goods stored outdoors shall exceed 24 feet in height.. She also stated the building height would be limited to 35 feet, but the merchandise inside the building cannot exceed 24' in height. She said the request is consistent with the Comprehensive Plan. Planner Hardgrove noted that the property has been zoned C-3 and can now be used for the full range of commercial uses, including all C-1, C-2 or C3 permitted uses. She said the property has been commercial property since before it was in the City. City Attorney Smith questioned Planner Hardgrove about the type of material that can be stored in C-3. Planner Hardgrove said that Council can consider/limit the type of material that is stored.

Jim Worthen, P.O. Box, Orlando, FL: Mr. Worthen said additional conditions should be added. (1) He asked that outside storage not exceed 18 feet; (2) Agrees with expiration in 12 months; (3) Specifically knows that screening from view will happen; (4) Would like for outdoor storage to be 50 feet from the retention pond; and (5) Property owner is responsible for noise. "Noise should be monitored by the occupant". (copy of notes provided)

Randall Sumner , 305 Krueger Street, Orlando: Concurred with HAINC as presented by Jim Worthen.

Doris Click, 228 Doolittle Street, Orlando, FL 32839: Ms. Click said she wanted clarification of the operating hours. Mayor Bagshaw said 6 a.m. to 10 p.m. City

Attorney Smith said this is for noise. He said this doesn't mean Boise can't operate outside those hours if there is no noise.

Patty Bass, 4515 Forrestal Avenue: Ms. Bass also noted her concerns regarding noise.

David Nesbit, 4360 Ilene Court, Orlando, FL: Said the building that is the proposed structure is closer to Forrestal.

Wayne Laster: Operations Manger-Boise Cascade- Mr. Laster said drivers are on site at 2 a.m. to 8 a.m. in a semi-tractor trailer. He said from the main gate, the drive goes to the truck, straps it and leaves. The trucks are parked closer to Holden. Mr. Laster said he does not know how they are going to structure the road. He said there will be forklifts, but no trucks. Mr. Laster said the only noise would be the strapping and forklift, if something has to be moved because it is not safe. Mr. Laster said chainsaws are used 8 a.m. till 5 p.m. Forklifts are used 6:30 a.m. to 7:30 p.m. unless something happens that prolongs the work. He said Boise Cascade might do work two weekends out of the year. Mr. Laster said he is not sure what will be stored in the new building except there is no intent to store anything other than lumber material inside. The outside storage will be 18' maximum. He said he is not in a position to address the 50 foot setback. City Attorney Smith said that Mr. Mello could agree because the site plan has not been done.

City Attorney Smith said the eighteen foot height is not a problem, and there is no objection to the limitation of building materials. He asked if Boise would agree that there would be no machinery on the subject parcel on Sundays, and no tractors operating on the subject property. Mr. Laster said he was not in a position to say yes to Attorney Smith. The question was also raised regarding having no machinery on the subject property except as necessary for removal of storage and placement of materials.

Planner Hardgrove presented the Planning & Zoning Board's recommendation.

Discussion was held regarding closing the building on the west side. Mr. Laster said he cannot speak to this. Council Member Henley said there should be a minimum of two sides to the building. City Attorney Smith asked Planner Hardgrove to speak to Boise Cascade about having two sides to the building. City Attorney Smith said he will provide a list.

Council Member Henley made the Motion to table consideration in this matter until the October 21, 2014 regular City Council meeting at 6:30 p.m., or soon thereafter; Seconded by Council President Dowless. Unanimously approved (5/0). City Attorney Smith confirmed for the City Clerk that no notices need to be mailed, and no publications need to be made.

- 1. ORDINANCE NO. 2014-08: AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, ENACTING AND APPROVING OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND THE CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION FOR THE TERM OCTOBER 1, 2014, TO SEPTEMBER 30, 2017; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

City Attorney Smith gave first reading of Ordinance 2014-08 in title only.

Council Member Powell made the Motion to approve the first reading of Ordinance 2014-08; seconded by Council Member Drummond.

Council President Dowless opened to public hearing. There being no public questions or comments; the public hearing was closed.

Opened to Council discussion:

Council Member Henley questioned the raises in the Collective Bargaining Agreement ("CBA") Sgt. Jackson confirmed the new contract provides for a 2% annual increase for the officers. He said the PTO increased from 240 hours to 320 hours. Officer Meade explained if an officer has 320 hours in January their time stops; use it or lose it. Council Member Henley said this is not inclusive of comp time. Sgt. Jackson explained there is a statutory requirement regarding comp time. He said the proposed contract does not include provisions for the buy-back of PTO. The addition of holiday pay was to cover those officers who were not getting the pay, when other officers were getting paid depending on the shift they worked during the holidays. Council Member Henley questioned why was longevity changed? Officer Mead explained. Officer Mead confirmed that all the officers ratified the Agreement. City Attorney Smith noted one other major change to the Agreement regarding on-call duty. Council Member Henley referenced the HRA card indicating a minimum of \$2000.00 or more. City Attorney Smith said strike "or more".

Council Member Powell made the Motion to amend his Motion and approve the first reading of Ordinance 2014-08 as amended; Seconded by Council Member Drummond.

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

<i>Council Member Henley</i>	<i>Favor</i>
<i>Council Member Powell</i>	<i>Favor</i>
<i>Council Member Drummond</i>	<i>Favor</i>
<i>Council Member Hendrix</i>	<i>Favor</i>
<i>Council President Dowless</i>	<i>Favor</i>

- 2. **ORDINANCE NO. 2014-09: AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 34, "LICENSES AND BUSINESS REGULATIONS," CREATING ARTICLE VI "MOBILE VENDING" IN THE CITY OF EDGEWOOD CODE OF ORDINANCES; PROHIBITING MOBILE FOOD SERVICE OPERATIONS AND MOBILE SALES OPERATIONS; PROVIDING EXEMPTIONS; PROVIDING DEFINITIONS; PROVIDING FOR REGULATIONS OF ALLOWED MOBILE FOOD SERVICE OPERATIONS AND MOBILE SALES OPERATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE.**

City Attorney Smith gave first reading of Ordinance 2014-08 in title only. Mayor Bagshaw explained the reasons behind the need for the Ordinance; confirming approval of the Ordinance would prohibit mobile vendors.

Council President Dowless opened to public hearing. There being no public questions or comments; the public hearing was closed.

Discussion was held regarding the prohibition, licensing, and changes. ***It was the consensus of Council that the City Attorney makes some changes and brings back to Council for first reading.***

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

FINAL BUDGET HEARING

- 1. Public Hearing/Adoption of the Budget – FY 2014/2015

ORDINANCE 2014-07 - AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES UPON THE ASSESSED REAL AND BUSINESS PERSONAL PROPERTY TAX ROLLS FOR FISCAL YEAR 2014/2015, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

Council President Dowless complimented City Clerk Meeks for the budget summary memo she provided.

City Attorney Smith read the second and final reading of Ordinance 2014-07 in title only.

City Clerk Meeks stated that the 4.7000 mills represents a 3.09 percent increase over the roll-back rate of 4.5590 mills.

Council President Dowless made the following Motion:

I move to adopt Ordinance No. 2014-07 setting the City of Edgewood's millage rate for Fiscal Year 2014/2015 at 4.7000 mills which represents a 3.09 percent increase over the roll-back rate of 4.5590 mills.

Seconded by Council Member Powell.

Council President Dowless opened to public hearing. There being no public questions or comments; the public hearing was closed.

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

Council Member Hendrix	Favor
Council Member Drummond	Favor
Council President Dowless	Favor
Council Member Powell	Favor
Council Member Henley	Favor

RESOLUTION 2014-08 - A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2014/2015, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith read Resolution 2014-08 in title only.

Council Member Hendrix made the following Motion:

I move to adopt Resolution No. 2014-08 adopting the City of Edgewood's budget for fiscal year 2014/2015.

Seconded by Council Member Powell

Council President Dowless opened to public hearing. There being no public questions or comments; the public hearing was closed.

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

Council Member Henley	Favor
Council Member Powell	Favor
Council President Dowless	Favor
Council Member Drummond	Favor
Council Member Hendrix	Favor

UNFINISHED BUSINESS

1. Appeal – Boise Cascade Special Exception

Moved to the beginning of the agenda.

B. NEW BUSINESS

Sunrail Combined Operational Assistance And Voluntary Cooperation Mutual Aid Agreement

Mayor Bagshaw explained that if SunRail has an emergency, the primary purpose of the Mutual Aid Agreement is to give the city the enforcement power in case of an emergency only if SunRail is stopped in Edgewood.

Council Member Drummond made the Motion to authorize the Mayor to sign the Mutual Aid Agreement; Seconded by Council Member Hendrix. Unanimously approved.

GENERAL INFORMATION (No action required)

None.

CITIZEN COMMENTS

None.

BOARDS & COMMITTEES

None.

STAFF REPORTS

- **City Attorney:**

No Report.

- **Police Chief:**

Sgt. Jackson said that Chief Francisco left due to an emergency. He referenced the Chief's power point printout that was provided to Council, and asked if there were any questions; there were none.

- **City Clerk:**

City Clerk Meeks said the City held open Enrollment prior to the Council Meeting. She said Police Clerk/Accreditation Manager, Shannon Patterson, coordinated the open enrollment, and did a great job organizing and coordinating. She noted that all City employees attended.

She reported that the City will host the January Tri-County meeting, which is January 15, 2015. City Clerk Meeks said that Mayor Bagshaw will be sworn in as the President of the Tri-County League, and encouraged all Council to attend this meeting to support the Mayor.

City Clerk Meeks reported on the status of the receipts of the Business Tax Receipts for the 2014/2015 fiscal year.

City Clerk Meeks reported that she is finalizing the election schedule for the March 2015 municipal election.

C. MAYOR & COUNCIL REPORTS

- **Mayor Bagshaw:**

Mayor Bagshaw reported on his attendance at the Florida League of Cities Board meeting. He also reported that he is looking at insurance comparison for Preferred Risk and the Florida League of Cities. He reminded Council that FDOT is going through the final design approval for Gatlin and Orange Avenue.

- **Council President Dowless:**

Council President Dowless announced that on October 29, 2014, the Urban Land Institute will be holding meetings in the City; one with staff and one with Council. City Clerk Meeks said she will notice both meetings in case one or more Council members attend the meeting with staff.

- **Council Member Powell:**

Council Member Powell asked if the City has heard anything from the Federal government regarding quiet zones. Mayor Bagshaw briefly explained the information he had, and Council President Dowless gave information provided from Metro Plan.

• **Council Member Henley:**

Council Member Henley reported on her meeting with Chief Francisco regarding Code Enforcement.

• **Council Member Drummond:**

No report.

• **Council Member Hendrix:**

No report.

D. ADJOURNMENT

Having no further business or discussion, the meeting adjourned at 10:15 p.m. on the Motion of Council President Dowless, with Second by Council Member Drummond.

ATTEST:

John Dowless
Council President

Bea L. Meeks, MMC
City Clerk

Approved by Council on _____.

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ORDINANCE NO. 2014-09

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 34, "LICENSES AND BUSINESS REGULATIONS," CREATING ARTICLE VI "MOBILE FOOD SERVICE OPERATIONS" IN THE CITY OF EDGEWOOD CODE OF ORDINANCES; REQUIRING PERMITS AND PROVIDING REGULATIONS APPLICABLE TO MOBILE FOOD SALES AND SERVICE OPERATIONS; PROHIBITING MOBILE FOOD SALES AND SERVICE OPERATIONS FROM PARKING, STOPPING OR STANDING ON RIGHTS OF WAY FOR THE PURPOSE OF CONDUCTING SALES; PROVIDING EXCEPTIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Edgewood hereby finds that mobile food service operations and mobile sales operations present unique challenges; and

WHEREAS, the City Council finds that mobile food service operations and mobile sales operations that park or stop on or adjacent to rights-of-way, can create threats to vehicular and pedestrian safety; and

WHEREAS, the City Council finds that mobile food service operations and mobile sales operations that utilize private property can create disruptions to traffic flow, parking and pedestrian safety; and

WHEREAS, the City Council finds that by regulating certain aspects of mobile food service operations and requiring permits, the City can most effectively address the unique challenges presented by such operations and best protect the public health, safety and welfare.

(NOTE: underline text denotes additions, ~~striketrough~~ text denotes deletions and asterisks "*" * *" denote sections of the existing Ordinance which remain unaltered and not reprinted herein).

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

SECTION 1. Legislative findings and intent. The findings set forth in the recitals above are hereby adopted as legislative findings pertaining to this Ordinance.

SECTION 2. Chapter 34, "Sales", Article VI, "Mobile Food Service Operations" is hereby created as follows:

Sec. 34-140. Definitions.

46 For the purposes of this article, the following terms, phrases, words, and their derivations
47 shall have the meanings given in this section. When not inconsistent with the context, words
48 used in the present tense include the future, words in the plural number include the singular
49 number, and words in the singular number include the plural number. The word "shall" is always
50 mandatory and not merely directory.

51
52 Mobile Food Preparation and Service Operation shall mean the sale or service of food
53 from a portable stand, vehicle or trailer; provided when such food has been cooked or prepared
54 within or upon such portable stand, vehicle or trailer. Each such stand, vehicle or trailer shall be
55 considered a mobile food preparation and service operation.

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57 Mobile Prepackaged Food Sales Operation shall mean the sale of prepackaged food that
58 requires no additional cooking or preparation from a portable stand, vehicle or trailer. Each such
59 stand, vehicle or trailer shall be considered a mobile prepackaged food service operation.

60
61 Mobile Food Service Operations shall mean mobile food preparation and service
62 operations and mobile prepackaged food sales operations, collectively.

63
64 Sec. 31-141. Permit Required, Application

65
66 a) No person shall operate a mobile food service operation within the City without first
67 obtaining a permit from the City.

68
69 b) Applications for mobile food service operations shall be made on a form provided by
70 the City and shall include at a minimum:

71
72 1) A copy of the driver's license for each person authorized to operate a vehicle or
73 trailer used in connection with the mobile food service operation.

74
75 2) A copy of all licenses required for the operation of the mobile food service
76 operation;

77
78 3) A signed acknowledgement by the applicant that he or she has read and
79 understands the requirements of this Chapter including all applicable restrictions
80 on locations and activities.

81
82 c) The applicant for a mobile food service operation permit shall pay a non-refundable
83 application fee to the City in an amount established by resolution of the City Council.

84
85 d) Permits for mobile food service operations shall be valid for a period of twelve months
86 from the date of permit issuance.

87
88 Sec. 31-142. Operation upon Private Property.

89
90 Mobile food service operations shall be allowed to operate on private property within
91 the City subject to the following conditions and regulations:

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3 1) Mobile food service operations shall only be allowed to operate in
94 nonresidential zoning districts upon developed private property upon which is
95 located a business that has been issued a business tax receipt by the City.

96
97 2) The operator of the mobile food service operation shall obtain notarized
98 authorization from the owner of the real property upon which the operation is
99 conducted and shall maintain a copy of such authorization at the mobile food
100 service operation at all times the operation is active upon such property.

101
102 3) No more than one mobile food service operation shall be located upon a single
103 parcel at any one time. In the event that the City observes more than one mobile
104 food service operations on a single parcel at the same time, the City shall require
105 all mobile food service operations to cease on said parcel until only one mobile
106 food service operation is located on such parcel.

107
108 4) Mobile food service operations shall not be located in any driveway aisles, no-
109 parking zones, landscaped area, loading areas, or parking lanes, nor may mobile
110 food service operations impede the on-site circulation of motor vehicles or
111 pedestrians.

112
113 5) The utilization of any off-street parking spaces by a mobile food service
114 operation must not cause the site to become deficient in the number of required
115 off-street parking spaces.

116
117 6) No mobile food service operation shall sell or offer products or services for
118 sale on private property before 7:00 a.m. or after 11:00 p.m.

119
120 Sec. 31-143. Operation upon Public Property.

121
122 a) Subject to the following exceptions, no mobile food service operation shall be allowed
123 to park, stop or stand for the purpose of selling or offering for sale any products or
124 services upon any public property, including rights-of-way, within the City.

125
126 1) A mobile prepackaged food service operation shall be allowed to stop or stand on
127 public rights-of-way for the purpose of selling or offering for sale prepackaged food.
128 Such mobile prepackaged food service operation shall not stop or stand in a single
129 location for more than five minutes in any sixty minute period while selling or
130 offering for sale products or services.

131
132 2) A mobile food service operation shall be allowed to park, stop or stand on public
133 property when such mobile food service operation is invited and authorized to operate
134 at an event conducted or sponsored by the City of Edgewood or when such mobile
135 food service operation is included in the permit for a special event for which a special
136 event permit has been issued by the City of Edgewood pursuant to Chapter 49 of the
137 Code of Ordinances.

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b) Notwithstanding the foregoing, no mobile food service operation shall under any circumstances stop, park or stand on the right-of-way or adjacent to the right-of-way of S.R. 527 for the purpose of selling or offering for sale any products or services.

Sec. 31-144. Enforcement.

The City of Edgewood may enforce the provisions of this article through any legal means including prosecuting violations of this article pursuant to F.S. Ch. 162, issuance of civil citations, or instituting legal action.

SECTION 3. Codification. It is the intent of the City Council of the City of Edgewood that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance and renumbering subsections consistent with this Ordinance.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Repeal of conflicting ordinances. In any case where a provision of this Ordinance is found to be in conflict with provisions of any other ordinance of this City, the conflicting provisions of the previous ordinance shall be repealed by this Ordinance.

SECTION 6. Effective date. This Ordinance shall take effect immediately upon adoption as provided by the Charter of the City of Edgewood.

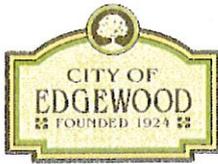
PASSED ON FIRST READING THIS _____ DAY OF _____, 2014.
PASSED AND ADOPTED THIS _____ DAY OF _____, 2014.

CITY OF EDGEWOOD, FLORIDA

Ray Bagshaw, Mayor

ATTEST:

Bea Meeks, City Clerk



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

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

Cc: Chris Francisco, Police Chief

DATE: October 14, 2014

RE: Planning & Zoning Board Recommendation

The City of Edgewood's Planning & Zoning Board met on October 13, 2014 and considered the recommendation by staff to transmit the Scrivener's Error to the Department of Economic Opportunity (DEO).

Planner Hardgrove reported to the Board that when the Comprehensive Plan Amendment was done, the CEMEX property was incorrectly designated on the Future Land Use Map as residential. She explained that the property has always been commercial and there was no intent to change. She said this is a housekeeping request for the purpose of correcting a scrivener's error. Following a Motion by board Member Fischer, with Second by Co-Chair Lomas, the four Board members in attendance unanimously approved moving forward the recommendation to transmit the Scrivener's Error to DEO.

Attachments: Report from Planner April Fisher
Ordinance 2014-10 (First Reading)

Administrative Future Land Use Amendment (Large-Scale)

Request: Assignment of a Comprehensive Plan Future Land Use Map Amendment designation from Low Density Residential (LDR) to **Commercial** to correct a scrivener's error

Location: Three parcels located at the Northwest Intersection of W. Mary Jess Road and Orange Avenue, also known as the CEMEX properties

Parcel IDs: 13-23-29-0000-00-009 [4.5 acres]
13-23-29-0000-00-024 [0.834 acres]
13-23-29-0000-00-005 [4.959 acres]

Please see the maps below, which reflects the existing uses of the properties, the adopted Future Land Use Designations of the properties, and the proposed (corrected) Future Land Use Designations.

Data and Analysis

At the time the EAR-based amendments were adopted, the data and analysis used to prepare the amendments was based off the 2008 EAR, as well as a future land use ordinance history, and updated to reflect changes since that time.

The Future Land Use Map was updated to be current as of 2013, however, it was discovered following adoption of the EAR-based amendments, that there are errors on the three parcels that are the subject of this Large Scale Land Use Amendment. The combined acreage of the parcels is greater than ten acres (10.293 acres), which requires the Large Scale Land Use Amendment process to be followed per State law.

As part of the future land use ordinance history, Ordinance 2009-01 reflected amendments on these parcels to Low Density Residential from Commercial. This was transmitted to the State for review but were never adopted. These should not have been reflected as they currently show on the 2013 adopted Future Land Use Map.

The purpose of this Large Scale Land Use Amendment is to correct this scrivener's error and return the Map designation to the legal Future Land Use designation of Commercial for each of the three parcels.

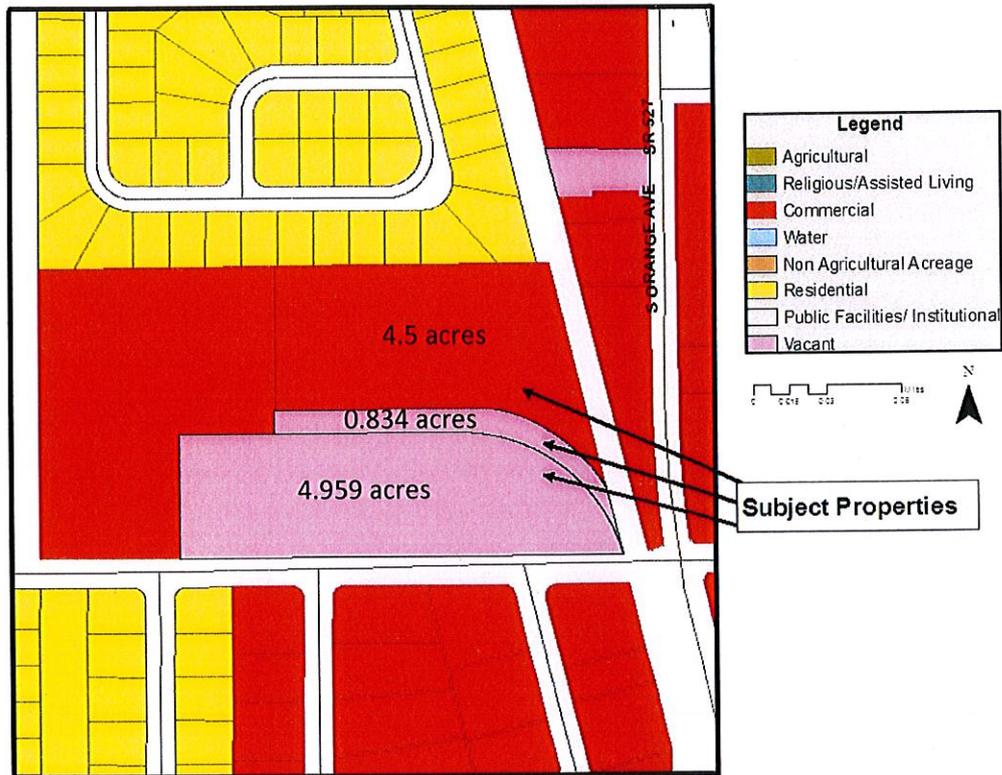
The data and analysis used to support this is the historical review of land use actions in the City. The properties in question were designated as Commercial through Ordinance No. 91-378, on December 17, 1991, which was the adoption of the City's original Comprehensive Plan.

All other parcels within the City have been reviewed to ensure that no other scrivener's errors exist.

The proposed amendments reflect the accurate legal standing of the parcels and bring the Future Land Use designations into consistency with the Comprehensive Plan and the zoning designations (C-3) of the properties.

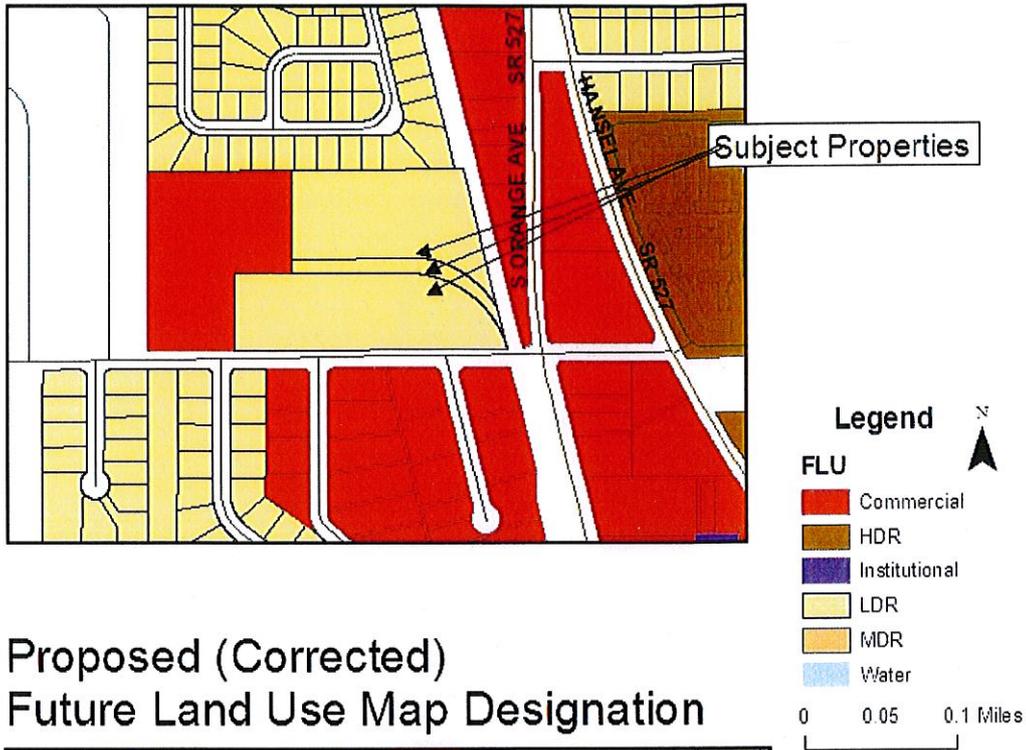
Because these proposed amendments correct a scrivener's error and return the properties to their legally and historically established Commercial Future Land Use designation, there is no affect or change to the availability of and the demand on sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, and recreation. These remain the same.

Existing Land Use

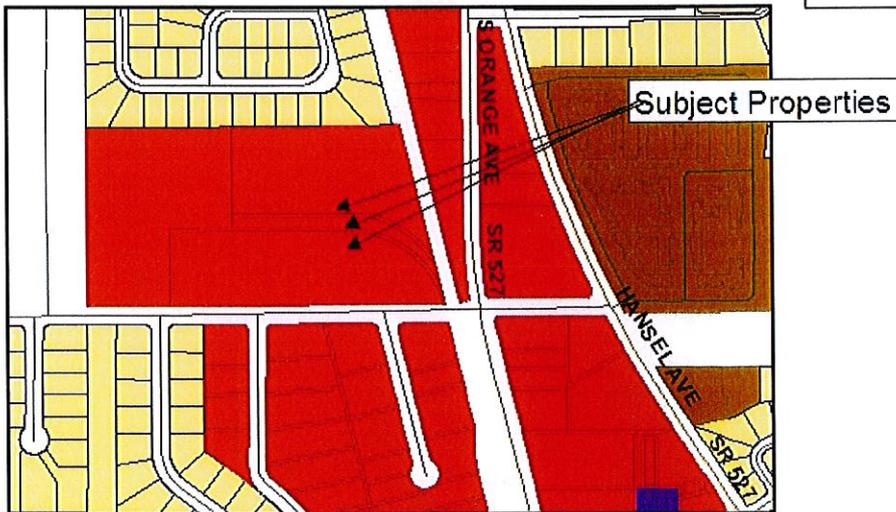


Prepared by April Fisher, May 2014

Excerpt from the Adopted 2013 Future Land Use Map



Proposed (Corrected) Future Land Use Map Designation



Created by April Fisher, May 2014

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ORDINANCE 2014-10

AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA; PROVIDING FOR A FUTURE LAND USE MAP AMENDMENT TO THE COMPREHENSIVE PLAN CHANGING THE DESIGNATION OF PROPERTY TOTALING 10.293 ACRES, MORE OR LESS, WHICH PROPERTY HAS ORANGE COUNTY PARCEL I.D. NUMBERS 13-23-29-0000-00-009, 13-23-29-0000-00-024, AND 13-23-29-0000-00-005, FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood is committed to planning and managing the future growth and redevelopment of the City; and

WHEREAS, the City of Edgewood has the authority to amend its Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes; and

WHEREAS, in its most recent EAR Based Amendments the City transmitted a Future Land Use Map that incorrectly and inadvertently identified the subject properties as Low Density Residential; and

WHEREAS, it was not the intent nor the decision of the City Council of the City of Edgewood to amend the Future Land Use Map designations of the subject properties in the EAR Based Amendments; and

WHEREAS, in order to ensure accurate reflection of the actual adopted Future Land Use Map designations of the subject properties, the City of Edgewood finds it necessary to process this Future Land Use Map amendment to correct the scrivener's error;

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency held a public hearing on _____, to consider this amendment to the Future Land Use Map of the City of Edgewood Comprehensive Plan; and

WHEREAS, the City Council, held public hearings to consider the amendment, in accordance with the controlling provisions of State law; and

WHEREAS, the City of Edgewood has complied with all requirements and procedures of Florida law in processing this amendment to the City's Comprehensive Plan; and

WHEREAS, the City of Edgewood hereby finds and determines that the amendment is internally consistent with the goals, objectives and policies of the City of Edgewood Comprehensive Plan and other controlling law to include, but not limited to, Chapter 163,

46 Florida Statutes, and the provisions of the State Comprehensive Plan as codified at Chapter 187,
7 Florida Statutes.

+8
49 NOTE: Underlined words constitute additions to Policy 1.1.4 of the Future Land Use
50 Element.

51
52 **NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY**
53 **OF EDGEWOOD, FLORIDA, AS FOLLOWS:**

54
55 **Section 1:** The recitals set forth above are hereby adopted as legislative findings of
56 the City Council of the City of Edgewood, Florida.

57
58 **Section 2:** Comprehensive Plan Amendment – Future Land Use Map

59
60 a) The City’s Future Land Use Map, and Ordinances which adopted and amended
61 said Future Land Use Map, are hereby amended to designate the subject properties with Orange
62 County Parcel ID numbers, 13-23-29-0000-00-009, 13-23-29-0000-00-024, and 13-23-29-0000-
63 00-005, as more particularly described on Exhibit “A” attached hereto and incorporated herein,
64 as Commercial on the Future Land Use Map.

65
66 b) That portion of the Future Land Use Map of the City of Edgewood is hereby
67 amended to designate the subject property from Low Density Residential to Commercial, as
68 depicted on the Future Land Use Map attached hereto as Attachment “B” and by this reference
69 incorporated herein.

70
71 **Section 3:** Conflicts. All Ordinances or parts of Ordinances in conflict with any
72 of the provisions of this Ordinance are hereby repealed to the extent of such conflict.

73
74 **Section 4:** Severability. If any Section or portion of a Section of this Ordinance
75 proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the
76 validity, force, or effect of any other Section or part of this Ordinance, it being the legislative
77 intent that this Ordinance shall stand notwithstanding the invalidity of any part.

78
79 **Section 5.** After the first public hearing, one paper copy hereof and two electronic PDF
80 copies on a CD ROM shall be transmitted to the Department of Economic Opportunity, and a
81 copy shall be submitted to each of: the East Central Florida Regional Planning Council, the St.
82 Johns River Water Management District, the Department of Environmental Protection, the
83 Department of State, the Department of Transportation, Orange County, and any other unit of
84 local government or governmental agency in the State of Florida that has filed a written request
85 with the Clerk of the City of Edgewood, Florida.

86
87 **Section 6.** This Ordinance shall become effective 31 days after the Department of
88 Economic Opportunity notifies the City that the Plan Amendment package is complete, or on the
89 date a final order is issued by the Department of Economic Opportunity or Administration
90 Commission finding the amendment in compliance, whichever occurs sooner. No development

91 permits or land uses dependent on this amendment may be issued or commence before it has
92 become effective.

93

94 **FIRST READING** on the ____ day of _____, 2014.

95 **ADOPTED** by the City Council of the City of Edgewood, Florida, this ____ day of
96 _____, 2014.

97

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99

John Dowless, Council President

100

101

102 *ATTEST:*

103

104

105 _____
Bea Meeks, MMC

106 City Clerk

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Exhibit "A"

Excerpt from the Adopted 2013 Future Land Use Map

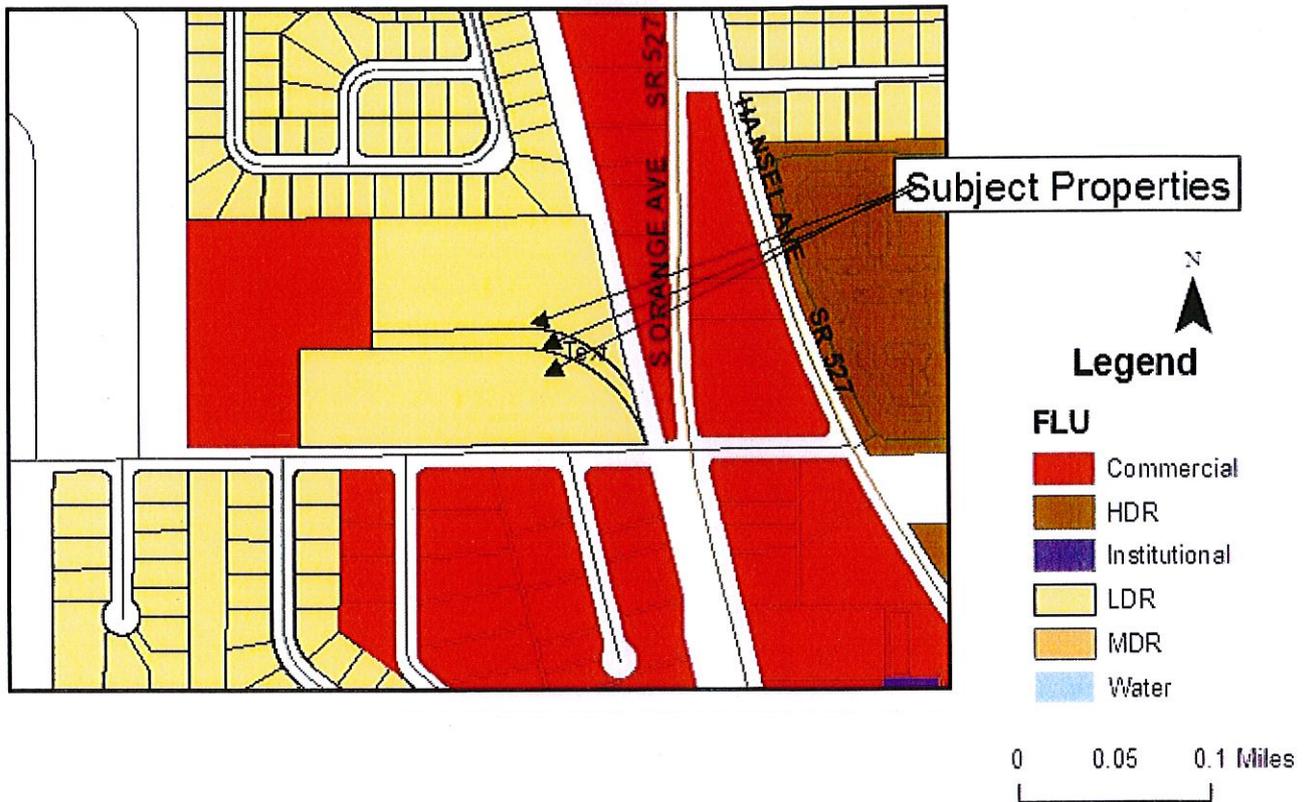
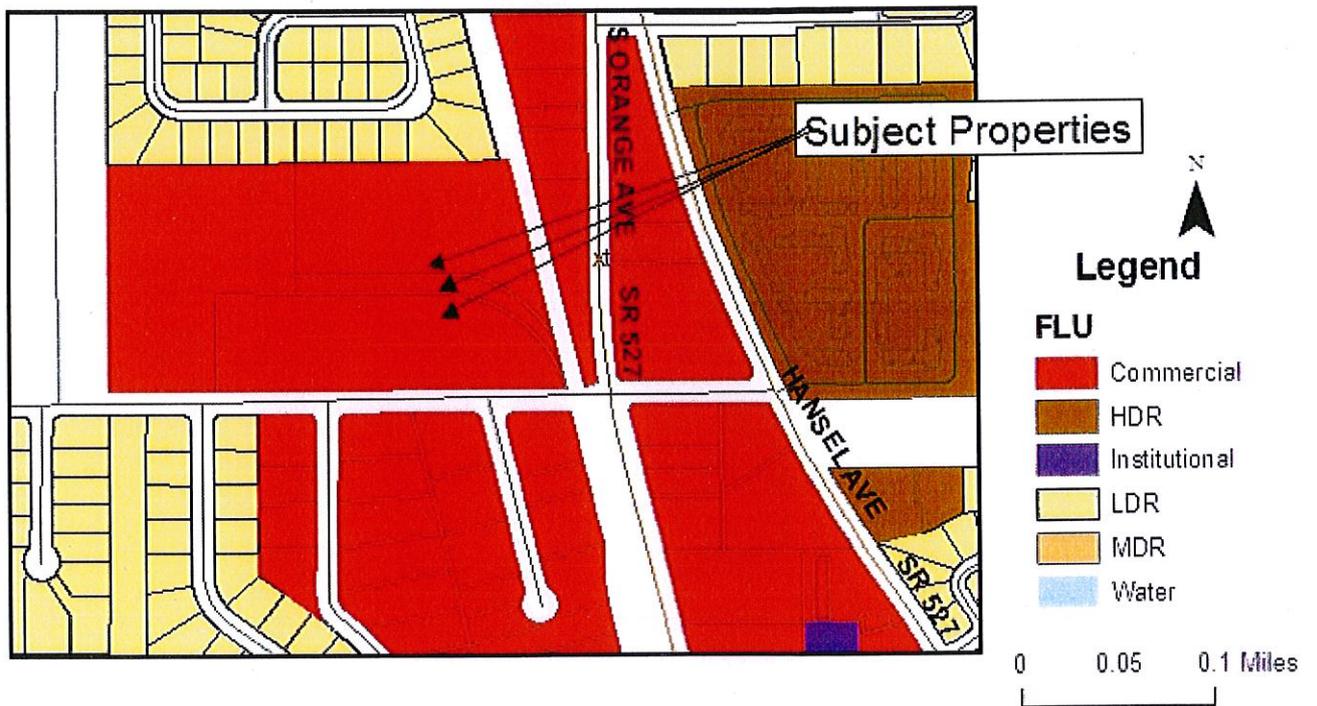


Exhibit "B"

Proposed (Corrected) Future Land Use Map Designation



RESOLUTION NO. 2014-09

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

WHEREAS, on this date, the City Council for the City of Edgewood did meet to discuss the implementation of City of Edgewood Flexible Benefits Plan to be effective, October 1, 2014.

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

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

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

Section 2. The Plan Year shall be for a period beginning on October 1, 2014 and ending September 30, 2015.

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Edgewood, Florida, this
____ day of _____, **2014**.

John Dowless, Council President

ATTEST:

Bea Meeks, MMC, CPM
City Clerk

THE CITY OF EDGEWOOD CAFETERIA PLAN

EXHIBIT "A"

ARTICLE I. Introductory Provisions

City of Edgewood ("the Employer") hereby establishes the City of Edgewood Cafeteria Plan ("the Plan") effective October 01 2014 ("the Effective Date"). Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

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

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

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

ARTICLE II. Definitions

"Benefits" means the Premium Payment Benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Hospital Indemnity Benefits” means the Employee’s Hospital Indemnity Plan coverage for purposes of this Plan.

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

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

“Insurance Benefits” means benefits offered through the Insurance Plans.

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

“Life Insurance Benefits” means the Employee’s Life Insurance Plan coverage for purposes of this Plan.

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

“Medical Insurance Benefits” means the Employee’s Medical Insurance Plan coverage for purposes of this Plan.

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

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

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

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

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

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

“Plan Year” means the 12-month period commencing October 01 2014 and ending on September 30 2015, except in

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

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

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

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

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

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

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

“Specified Disease or Illness Insurance Benefits” means the Employee’s Specified Disease or Illness Insurance Plan coverage for purposes of this Plan.

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

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

“Vision Insurance Benefits” means the Employee’s Vision Insurance Plan coverage for purposes of this Plan.

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

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate

An individual is eligible to participate in this Plan if the individual: (a) is an Employee; (b) is working 32 hours or more per week; and (c) has been employed by the Employer for a consecutive period of 90 days, counting his or her Employment Commencement Date as the first such day. Eligibility for Premium Payment Benefits may also be subject to the additional requirements, if any, specified in the Medical Insurance Plan. Once an Employee has met the Plan’s eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, in accordance with the procedures described in Article IV.

3.2 Termination of Participation

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

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

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

3.3 Participation Following Termination of Employment or Loss of Eligibility

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

3.4 FMLA Leaves of Absence

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

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

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

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

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

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

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

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

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

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

4.1 Elections When First Eligible

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

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

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

4.2 Elections During Open Enrollment Period

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

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

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

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

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

4.4 Irrevocability of Elections

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

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

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

4.5 Procedure for Making New Election If Exception to Irrevocability Applies

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

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

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

4.6 Change in Status Defined

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

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

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

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

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

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

4.7 Events Permitting Exception to Irrevocability Rule

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

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

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

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

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

Spouse and/or Dependents) who may benefit from the coverage.

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

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

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

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

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

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

(f) Certain Judgments, Decrees and Orders. If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a

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

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

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

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

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

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

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

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

(a) Significant Curtailment Without Loss of Coverage. If the Plan Administrator determines that a Participant's coverage

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

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

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

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

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

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

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

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

(j) CHIP Special Enrollment Rights

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

4.8 *Reserved*****

4.9 Election Modifications Required by Plan Administrator

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

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered

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

5.2 Employer and Participant Contributions

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

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

5.3 Using Salary Reductions to Make Contributions

(a) Salary Reductions per Pay Period. The Salary Reduction for a pay period for a Participant is, for the Benefits elected, (1) an amount equal to the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefits; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed

appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate).

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

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

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

5.4 Funding This Plan

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

ARTICLE VI. Premium Payment Component

6.1 Benefits

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

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

6.2 Contributions for Cost of Coverage

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 Insurance Benefits Provided Under Insurance Plans

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

6.4 Health Insurance Benefits; COBRA

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

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

ARTICLES VII. – XII. *RESERVED*****

ARTICLE XIII. Appeals Procedure

13.1 Procedure If Benefits Are Denied Under This Plan

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

13.2 Claims Procedures for Insurance Benefits

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

ARTICLE XIV. Recordkeeping and Administration

14.1 Plan Administrator

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

14.2 Powers of the Plan Administrator

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

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

14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by

the Plan Administrator.

14.4 *Reserved*****

14.5 Fiduciary Liability

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

14.6 Compensation of Plan Administrator

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

14.7 Bonding

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

14.8 Insurance Contracts

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

14.9 Inability to Locate Payee

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

14.10 Effect of Mistake

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

ARTICLE XV. General Provisions

15.1 *Reserved*****

15.2 No Contract of Employment

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

15.3 Amendment and Termination

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

15.4 Governing Law

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

15.5 Code and ERISA Compliance

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

15.6 No Guarantee of Tax Consequences

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

15.7 Indemnification of Employer

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

15.8 Non-Assignability of Rights

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

15.9 Headings

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

15.10 Plan Provisions Controlling

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

15.11 Severability

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

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

By: _____

Its: _____

THE CITY OF EDGEWOOD CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION

EXHIBIT "B"

Introduction

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

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

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

Cafeteria Plan

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

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

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

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

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

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

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

The Cafeteria Plan includes the following benefit plans:

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

- * Accident
- * Bridge
- * Dental
- * Hospital Indemnity

- * Specific Disease or Condition
- * Medical
- * Vision

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

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

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

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

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

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

- (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer;
- (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer;
- (c) any employee covered under a collective bargaining agreement;
- (d) any individual considered "self-employed" by the IRS because of an ownership interest in City of Edgewood;

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

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

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

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

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

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

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

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

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

The Plan Year for the City of Edgewood Cafeteria Plan is the period beginning on October 01 2014 and ending on September 30 2015.

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

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

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

Here are the exceptions to the irrevocability rule:

1. Leaves of Absence

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

2. Change in Status.

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

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

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

* an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as an employee's child covered as a dependent by an accident or health plan who turns 27 during the taxable year); or

* a change in your, your Spouse's, or your Dependent's place of residence.

3. Change in Status - Other Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

* *Significant Curtailment of Coverage.* If your Health Insurance Benefits coverage is significantly curtailed without a loss of coverage (for example, when there is an increase in the deductible under the Medical Insurance Benefits), then you may revoke your election for that coverage and elect coverage under another benefit package option that provides similar coverage. (Coverage under a plan is significantly curtailed only if there is an overall reduction of coverage under the plan generally loss of one particular physician in a network does not constitute significant curtailment.) If your Health Insurance Benefits coverage is significantly curtailed with a loss of coverage (for example, if you lose all coverage under the option by reason of an overall lifetime or annual limitation), then you may either revoke your election and elect coverage under another benefit package option that provides similar coverage, elect similar coverage under the plan of your Spouse's employer, or drop coverage, but only if there is no option available under the plan that provides similar coverage. (The Plan Administrator generally will notify you of significant curtailments in Medical Insurance Benefits coverage.)

* *Addition or Significant Improvement of Cafeteria Plan Option.* If the Cafeteria Plan adds a new option or significantly improves an existing option, then the Plan Administrator may permit Participants who are enrolled in an option other than the new or improved option to elect the new or improved option. Also, the Plan Administrator may permit eligible Employees to elect the new or improved option on a prospective basis, subject to limitations imposed by the applicable option.

* *Loss of Other Group Health Coverage.* You may change your election to add group health coverage for you, your Spouse, or your Dependent, if any of you loses coverage under any group health coverage sponsored by a governmental or educational institution (for example, a state children's health insurance program or certain Indian tribal programs).

* *Change in Election Under Another Employer Plan.* You may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or a plan of your Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Cafeteria Plan permits you to make an election for a period of coverage (for example, the Plan Year) that is different from the period of coverage under the other cafeteria plan or qualified benefits plan, which it does.

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

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

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

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

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

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

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

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

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

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

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

Insurance Benefits

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

Appeals.

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

Decision on Review.

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

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

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

COBRA

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

USERRA

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

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

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

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

FMLA Leaves of Absence.

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

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

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

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

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

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

Non-FMLA Leaves of Absence.

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

Premium Payment Benefits

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

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

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

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

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

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

Miscellaneous

MISC Q-1

What are my ERISA Rights?

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

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

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

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

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

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

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

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

Enforcing Your Rights. Under ERISA, there are steps that you can take to enforce these rights. For instance, if you

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

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

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

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

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

Plan Information

Official Name of the Plan: City of Edgewood Cafeteria Plan

Plan Number: 501

Effective Date: October 01 2014.

Plan Year: October 01 2014 to September 30 2015. Your Plan's records are maintained on this period of time

Type of Plan: Welfare plan providing various insurance benefits

Employer/Plan Sponsor Information

Name and Address:

City of Edgewood
405 Larue Ave.
Edgewood, FL 32809

Federal employee tax identification number (EIN): 591282305

Plan Administrator Information

Name, Address, and business telephone number:

City of Edgewood
405 Larue Ave.

Edgewood, FL 32809
Attention: Human Resources Manager
Telephone: 4078512920

Agent for Service of Legal Process

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

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

Qualified Medical Child Support Order

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

Newborns' and Mothers' Health Protection Act of 1996

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

Appendix A

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

Appendix B

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

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

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

What Is COBRA Coverage?

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

COBRA coverage may become available to "qualified beneficiaries"

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

Who Is Entitled to Elect COBRA?

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

Qualifying events for the covered employee

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

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

Qualifying events for the covered spouse

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

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

Qualifying events for dependent children

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

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

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

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

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

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

When Is COBRA Coverage Available?

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

Caution:

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

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

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

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

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

How to elect COBRA

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

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

Deadline for COBRA election

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

Independent election rights

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

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

Special Considerations in Deciding Whether to Elect COBRA

In considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage under the Plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available to you.

Length of COBRA Coverage

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

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

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

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

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

When Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage under the Plan's Medical and Dental components for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA coverage for his spouse and children who lost coverage as a result of his termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if the covered employee becomes entitled to Medicare within 18 months **BEFORE** the termination or reduction of hours.

Termination of employment or reduction of hours

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

Extension of Maximum Coverage Period

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

Disability extension of COBRA coverage

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

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

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

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

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

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

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

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

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

Second qualifying event extension of COBRA coverage

An extension of coverage will be available to spouses and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the covered employee's termination of employment or reduction of hours. The maximum amount of COBRA coverage

available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of a covered employee, divorce or legal separation from the covered employee, or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a covered employee becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

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

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

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

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

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

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

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

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

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

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

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

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

Cost of COBRA Coverage

Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102% (or, in the case of an extension of COBRA coverage due to a disability, 150%) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving COBRA coverage. The amount of your COBRA premiums

may change from time to time during your period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

Payment for COBRA Coverage

How premium payments must be made

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

When premium payments are considered to be made

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

First payment for COBRA coverage

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

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

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

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

Monthly payments for COBRA coverage

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided to you at the time of your qualifying event. Under the Plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a monthly payment on or before the first day of the month to which it applies, your COBRA coverage under the Plan will continue for that month without any break. City of Edgewood will not send periodic notices of payments due for these coverage periods (that is, we will not send a bill to you for your COBRA coverage - it is your responsibility to pay your COBRA premiums on time.)

Grace periods for monthly COBRA premium payments

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

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

More Information About Individuals Who May Be Qualified Beneficiaries

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

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

Alternate recipients under QMCSOs

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

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

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

Notices Must Be Written and Submitted on Plan Forms

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

How, When, and Where to Send Notices

You must mail or hand-deliver your notice to:

Human Resources Manager
City of Edgewood
405 Larue Ave.
Edgewood, FL 32809

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

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

Information Required for All Notices

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

Additional Information Required for Notice of Qualifying Event

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

Additional Information Required for Notice of Disability

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

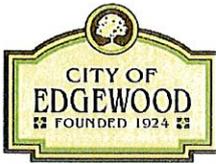
Additional Information Required for Notice of Second Qualifying Event

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

Who May Provide Notices

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

THIS CONCLUDES THE SUMMARY OF YOUR CONTINUATION COVERAGE RIGHTS UNDER COBRA. PLEASE CONTACT THE HUMAN RESOURCES OFFICE (OR THE EQUIVALENT THEREOF) OF CITY OF EDGEWOOD IF YOU HAVE ANY QUESTIONS OR NEED MORE INFORMATION.



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

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

CC: Chris Francisco, Police Chief

DATE: October 15, 2014

RE: Collective Bargaining Agreement

In the September 23, 2014 City Council meeting, Council reviewed and considered Ordinance 2014-08 (first reading). Approval of this Ordinance provides for the enactment of the Police Department's Collective Bargaining Agreement. Following Council discussion, a Motion was made by Council Member Power, with Second by Council Member Drummond, to approve the Ordinance with the following amendment: remove "or more".

Because there were no other changes made in the Agreement, I am providing only the page that was amended. As discussed in the September 23rd Council meeting, a Memorandum of Understanding (MOU) will be signed by the appropriate parties, to allow for the amendment. When the Agreement is sent to be printed, a copy of the MOU will be provided so that the printed copy will reflect the amendment approved by Council.

The MOU was not completed at the time of this memo therefore, an executed copy will be at your dais seat at the October 21, 2014 City Council meeting, when Council will consider the second and final reading of Ordinance 2014-08.

**ARTICLE 17
LEAVES OF ABSENCE**

- 17.1 Upon recommendation of the Police Chief, leaves of absence without pay, including those for the purpose of entering upon a course of training or study calculated to improve the quality of service, may be granted. No benefits accrue during the period of the leave, except as required by law.
- 17.2 All applications for leaves of absences without pay must be approved by the Chief of Police.
- 17.3 An employee granted a leave of absence, upon the termination and/or expiration of the leave, will normally return to the same job classification and rate of pay currently in effect for that classification.
- 17.4 Military leave shall be granted in accordance with Florida and Federal law.
- 17.5 Except in an actual or declared emergency recall to duty, the employee if possible shall give thirty (30) days' notice to his supervisor that his Reserve Training duty will occur on the specific dates.
- 17.6 For annual "two week training" a copy of the employee's military orders for the period of Military Leave shall be attached to the department payroll. Employees on Military Leave shall be shown on payroll as "ML" (Military Leave).
- 17.7 Such leaves shall not exceed twelve (12) months. If the Chief of Police determines that an operational emergency exists which requires the cancellation of a leave of absence, the employee shall be given ten (10) calendar days' notice of the City's intent to cancel the leave. The employee may elect to return to work at any time during this ten (10) day period; however, if he should fail to return to work or obtain an extension of time to return, the employee will not be assured that a vacancy exists upon his return from leave and may be considered as having abandoned his position and will be terminated.

**ARTICLE 18
INSURANCE**

- 18.1 The City shall provide medical insurance benefits currently established for bargaining unit employees at no cost to the employee for the duration of this Agreement.
- 18.2 For the duration of this Agreement, dependent coverage benefits will be made available to employees at the employees' expense, and the City will defray the cost for dependent coverage at the minimum amount of fifty (50) percent (or higher) per month. The City shall provide a minimum of \$2000.00 ~~or more~~ on a direct benefits card to all employees of the Edgewood Police Department.

ORDINANCE 2014-08

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, ENACTING AND APPROVING OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND THE CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION FOR THE TERM OCTOBER 1, 2014, TO SEPTEMBER 30, 2017; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 447, Florida Statutes, negotiating teams of both the City and the Central Florida Police Benevolent Association successfully negotiated an agreement to be entered into between the City and the Police Benevolent Association; and

WHEREAS, Section 3.14.F of the City's Charter requires that negotiated union contracts shall be enacted by ordinance; and

WHEREAS, the Central Florida Police Benevolent Association is a union; and

WHEREAS, the agreement between the City and the Police Benevolent Association is in the best interest of the police officers and the health, safety, and welfare of the citizens and businesses of Edgewood; and

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

SECTION 1: Enactment of Collective Bargaining Agreement. The collective bargaining agreement between the City of Edgewood and the Central Florida Police Benevolent Association, a copy of which is attached hereto and incorporated herein by reference, is hereby ratified and confirmed for the term of October 1, 2014, to September 30, 2017.

SECTION 2. Conflicts. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. Severability. If any Section or portion of a section of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section, subsection or portion of a Section of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall become effective immediately after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____.

FIRST READING this _____ day of _____, 2014.

SECOND READING and adoption this _____ day of _____, 2014.

Ray Bagshaw, Mayor

ATTEST:

Bea L. Meeks, MMC, CPM
City Clerk

HOLLAND & REILLY

CERTIFIED PUBLIC ACCOUNTANTS
601 NORTH FERN CREEK
SUITE 200
ORLANDO, FLORIDA 32803

(407) 894-6803
(407) 896-3044 FAX



AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
ASSOCIATION OF
CERTIFIED FRAUD EXAMINERS

DAVID S. HOLLAND, CPA
THOMAS F. REILLY, CPA

September 26, 2014

Honorable Mayor and Members of City Council
City of Edgewood
405 Larue Avenue
Edgewood, FL 32809

We are pleased to confirm our understanding of the services we are to provide the City of Edgewood, Florida for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the City of Edgewood's basic financial statements as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with U.S. generally accepted auditing standards. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budget to Actual Comparison – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Edgewood's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

- Budget to Actual Comparison – Roads and Streets Fund

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial

audits contained in *Government Auditing Standards*, issued by Comptroller General of the United States and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Honorable Mayor and the Members of City Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*. The report on internal control and compliance will include a paragraph that states 1) that the purpose of the report on internal control and compliance is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and 2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities for any nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

We will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is

reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, 2) additional information that we may request for the purpose of the audit, and 3) unrestricted access to persons within the government from whom we determine is necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving a) management b) employees who have significant roles in internal control, and c) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants, and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that 1) you are responsible for presentation of the supplementary information in accordance with GAAP; 2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; 3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U. S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of law or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of cash, revenue, receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audits Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees and Other

We understand that your employees will prepare certain schedules and locate any documents selected by us for testing.

We will provide copies of our reports to the City of Edgewood, Florida; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Holland & Reilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Holland & Reilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by any federal or state agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We estimate that our fees for these services will be \$21,000 for the basic financial and compliance audit. This fee estimates assumes that neither a federal or Florida Single is applicable. If the Federal or State Single Audit is applicable, the fee would increase by \$5,000. Out of pocket expenses will be reimbursed. The fee estimate is based on the anticipated cooperation from your personnel (including assistance in closing out the books, preparing a trial balance, and preparing certain agreed upon schedules for our use during the audit) and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended through the date of termination.

The suspension or termination of our work may result in adverse consequences to you including your failure to meet deadlines imposed by governments, lenders, or other third parties. You agree that we will not be responsible for your failure to meet such deadlines, or for penalties or interest that may be assessed against you resulting from such failure.

Disputes arising under this agreement (including scope, nature and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and

impartial third party, acceptable to both parties, shall be appointed to mediate and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

During the course of our engagement, we will request information and explanations from management regarding the organization's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach, as a basis for our report, will be heavily influenced by the written and oral representations that we received from management. In view of the foregoing, the City agrees to release our firm and its personnel from any liability and costs relating to our services under this letter resulting from false or misleading representations made to us by any member of the City's management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the City's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material before it is distributed.

By mutual agreement of both parties, this agreement may be extended to fiscal years beyond the year ending September 30, 2014.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our 2011 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Edgewood and believe this letter accurately summarizes the significant terms of our engagement. We look forward to a mutually beneficial long-lasting relationship. If you have any questions, please let us know. If you agree with our above understanding of the engagement, please sign the enclosed copy and return to us.



Holland & Reilly

Acknowledged and accepted:

for the City of Edgewood

Position

Date



System Review Report

December 15, 2011

To the Partners of
Holland & Reilly
and the Peer Review Committee of the Florida Institute of Certified
Public Accountants

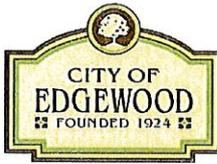
We have reviewed the system of quality control for the accounting and auditing practice of Holland & Reilly (the "firm") in effect for the year ended August 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Holland & Reilly in effect for the year ended August 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Holland & Reilly has received a peer review rating of *pass*.

Carr, Riggs & Ingram, LLC

CARR, RIGGS & INGRAM, LLC
CERTIFIED PUBLIC ACCOUNTANTS



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

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

Cc: Chris Francisco, Police Chief

DATE: October 14, 2014

RE: Planning & Zoning Board Recommendation

The City of Edgewood's Planning & Zoning Board met on October 13, 2014 and considered the site plan submitted by DRMP, on behalf of the Russell Home. Following the reports of Engineer Sebaali and Planner Hardgrove, the Board heard comments/questions from resident Jim Worthen. Ross Galbraith, on behalf of DRMP and Dave Richmond, on behalf of the Russell Home, responded to Mr. Worthen's comments/questions, as well as responded to the Board's comments/questions.

The Planning & Zoning Board considered the recommended approvals from Engineer Sebaali and Planner Hardgrove, along with the consultants proposed conditions outlined in their memos dated October 8, 2014 and October 9, 2014. The memos were numbered 1 thru 3; memo #1 provided six conditions, memo #2 provided three conditions and memo #3 provided three conditions. For Councils consideration, I have consecutively re-numbered the conditions, along with the two additional conditions added by the Planning & Zoning Board.

The Planning & Zoning Board approved moving the recommendation, with the subject conditions, forward to City Council, along with their amendment to include two additional conditions for your consideration and approval.

The following are the recommended approvals and conditions renumbered; including two additional conditions:

CONDITIONS:

(Sebaali Memo #1)

1. Upon completion of the improvements, the Engineer of Record shall provide the City with an asbuilt record drawing of the completed project along with a letter certifying that the improvements were built in substantial compliance with the approved plans and permit documents.
2. The contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

3. Per the construction site inspection requirements of the Orange County MS4 Permit FLS00001 [Part III(A)(9)(b)], the Contractor is to notify the City Engineer at SSebaali@feg-inc.us of their intended start of construction and construction duration. This notification should be provided a minimum of three (3) working days prior to commencement of construction.
4. Approval of these plans, if granted by the City of Edgewood, does not grant authority to enter, construct or otherwise alter the property of others, nor does it waive any permits that may be required by federal, state, regional, county, or other agencies that may have jurisdiction.
5. The applicant is responsible for all fees associated with the procurement of the site permits.

(P&Z Additional Conditions)

6. If Orange County does not approve the use of the existing retention, or not able to get St. Johns permit, then this has to come back to the City.
7. Provide bleeder draining pipe from the northwest swale and connect to the onsite drainage system.

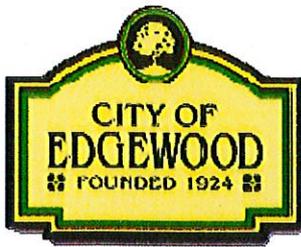
(Sebaali Memo #2)

8. No other trees, other than those shown on the Landscape Plan to be removed, are to be removed or relocated without City approval. Any additional trees, which are found to be removed at final inspection, will be subject to replacement requirements as outline in the Tree Management and Protection requirements of the City Code, Chapter 130.
9. Tree protection shall be provided during and after construction as required by the Tree Management and Protection requirements of the City Code, Chapter 130.
10. Final approval and issuance of Certificate of Occupancy for the building will be subject to inspection of the landscape installation and tree replacement as provided in the City Code.

(Hardgrove Memo)

11. Development shall be consistent with Site Plan date stamped "Oct 03 2014 John Carson Kelly." Any change to the plan, including but not limited to use of pervious stabilized base for fire-truck turn-around, must be resubmitted for City of Edgewood staff review and may require re-approval by City of Edgewood Council.
12. No Parking Fire Lane signs shall be spaced a maximum of 25 feet apart in fire vehicle turn-around area [east, south and west edges].
13. Landscaping shall be consistent with FNGLA Site Plan dated 9/19/14.

Attachments: Support documents that P&Z reviewed
Boundary and Topographic Survey
Landscape Plan
Site Plan (Revised per P&Z regarding drainage)



405 Larue Avenue - Edgewood, Florida 32809-3406
(407) 851-2920

#1

MEMORANDUM

TO: MS. BEA MEEKS, CITY CLERK

FROM: SAM J. SEBAALI, P.E., FLORIDA ENGINEERING GROUP, INC. - CITY ENGINEER

DATE: OCTOBER 8, 2014

SUBJECT: THE RUSSELL HOME – SITE PLAN APPLICATION REVIEW
OWNER – RUSSELL HOME FOR ATYPICAL CHILDREN, INC.
501 HOLDEN AVENUE
FEG TA-13-036

Pursuant to your request, I have reviewed the site plans dated October 3, 2014, which were submitted by the applicant to the City of Edgewood and received by FEG on October 7, 2014. My review did not include the landscaping for the project as this component is being reviewed by the City Planning Consultant, Ellen Hardgrove.

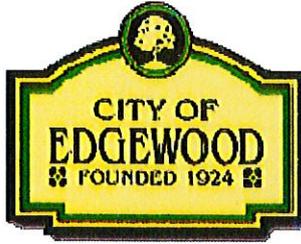
I recommend approval of the submitted plans subject to the following conditions:

CONDITIONS:

1. Upon completion of the improvements, the Engineer of Record shall provide the City with an as-built record drawing of the completed project along with a letter certifying that the improvements were built in substantial compliance with the approved plans and permit documents.
2. The contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
3. Per the construction site inspection requirements of the Orange County MS4 Permit FLS00001 [Part III(A)(9)(b)], the Contractor is to notify the City Engineer at SSebaali@feg-inc.us of their intended start of construction and construction duration. This notification should be provided a minimum of three (3) working days prior to commencement of construction.
4. Approval of these plans, if granted by the City of Edgewood, does not grant authority to enter, construct or otherwise alter the property of others, nor does it waive any permits that may be required by federal, state, regional, county, or other agencies that may have jurisdiction.
5. The applicant is responsible for all fees associated with the procurement of the site permits.

cc: Mayor
Ellen Hardgrove, AICP, City Planning Consultant
Applicant (by City Hall Staff)

FILE: FEG 11-081; TA-13-036



405 Larue Avenue - Edgewood, Florida 32809-3406
(407) 851-2920

MEMORANDUM

12

TO: MS. BEA MEEKS, CITY CLERK

FROM: SAM J. SEBAALI, P.E., FLORIDA ENGINEERING GROUP, INC. - CITY ENGINEER

DATE: OCTOBER 8, 2014

SUBJECT: THE RUSSELL HOME – TREE REMOVAL REVIEW
OWNER – RUSSELL HOME FOR ATYPICAL CHILDREN, INC.
501 HOLDEN AVENUE
FEG TA-13-036

Pursuant to your request, I have reviewed the tree removal permit application re-submittal made by the applicant on October 7, 2014. As required by the Tree Management and Protection requirements of the City Code, Chapter 130, this permit is being reviewed as part of the site plan approval process.

According to the revised tree removal application, the applicant is proposing to remove a total of twelve (12) trees. None of the subject trees meet the size requirements for Historic Tree designation. The trees proposed for removal also fall within the proposed improvement areas, and their removal is necessary to construct the proposed improvements.

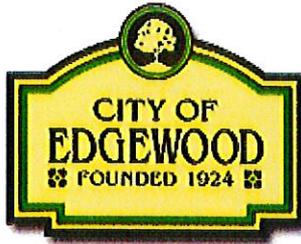
Adequate replacement trees are provided to mitigate the proposed tree removal. Therefore, the tree removal application can be approved.

The approval recommendation is subject to the following conditions:

1. No other trees, other than those shown on the Landscape Plan to be removed, are to be removed or relocated without City approval. Any additional trees, which are found to be removed at final inspection, will be subject to replacement requirements as outline in the Tree Management and Protection requirements of the City Code, Chapter 130.
2. Tree protection shall be provided during and after construction as required by the Tree Management and Protection requirements of the City Code, Chapter 130.
3. Final approval and issuance of Certificate of Occupancy for the building will be subject to inspection of the landscape installation and tree replacement as provided in the City Code.

cc: Mayor
Ellen Hardgrove, AICP, City Planning Consultant
Applicant (by City Hall Staff)

FILE: FEG 11-081; TA-13-036



405 Larue Avenue - Edgewood, Florida 32809-3406
(407) 851-2920

To: Planning and Zoning Board
From: Ellen Hardgrove, AICP, City Planning Consultant
Date: October 9, 2014
Subject: Site Plan Approval – Russell Home



I. Introduction

On March 10, 2014, the City Council approved the recommendations of the Planning and Zoning Board related to requested variances for Russell Home renovations/expansion. The following provides a summary of the approval with the associated conditions of approval.

Variance #1 – Front Yard Setback: Approved for 26.5 feet.

Conditions

- Maintenance of a 6 feet high opaque fence along the north property line where adjacent to residentially used lots.
- Planting and clustering trees to fill in the gaps of existing trees on the adjacent property to the north. This will be applied during the site plan permitting stage. The intent is to create an illusion of depth and break up the bulk of the building, and buffering. "Understory trees should be used."
- "Exterior lighting to be downlighting to minimize glare on adjacent properties."
- Building height limited to one story within 30 feet of the north property line.

Variance #2 – Rear Yard Setback (south): Approved for 26 feet.

Conditions

- The rear yard variance is only approved in the location of the existing playroom and the new addition as shown on the site plan dated 2/10/14.
- Maintenance of a 6 feet high opaque fence along south side where adjacent to residentially used property;
- Building height limited to one story within 35 feet of the south property line.

Variance #3 – Dumpster location and screening: Approved to be located in front (north) yard.

Variance #4 – Screening of Vehicle Use Area from residential property (south property line): Approved for no landscaping.

Conditions

- Orange County Fire Department approves the design for fire emergency vehicle turnaround [Letter to be submitted with site plan approval].

- *Parking of any vehicle, including any Loading/unloading, in the "hammerhead" as shown by diagonal lines on the 2/10/14 site plan shall be prohibited.*
- *Installation of a 6 feet high opaque fence along the south property line adjacent to the emergency turnaround to the southeast corner of the property. If County objects to an opaque 6 feet high fence installed where adjacent to the County easement that extends from south of the south property line of the subject property, the existing chain link fence can be maintained in lieu of the opaque fence.*

Note: Variance #4 relates to the Code's required screening of Vehicle Use Areas. Where Code requires 7 feet of landscaped buffer, the approval was for total elimination of the buffer/ landscaping. The discussion at the hearing was the landscape buffer was not needed since there was to be at least 30 feet of what appears to be green space between the property line and vehicle use area created by the fire truck turnaround area on grass over a stabilized base.

The condition of the variance approval was to obtain a letter from the Fire Department that shows acceptance of this non-traditional material to accommodate their equipment. The City has received confirmation that the proposed stabilized ground material could be supported if the material can accommodate a 41 ton fire-vehicle. The Fire Department also noted the "green" area would need to be signed so that any responding apparatus would be aware that it was there.

Variance #5 – Screening of Vehicle Use Area from residential property (east property line): Approved 6’ wide buffer width with 6’ high chain link fence.

Variance #6 – Impervious Surface Ratio: Approved for maximum 67% proposed with understanding drainage plan will be analyzed and approved during site plan review.

II. Site Plan Conditions of Approval

Development shall be consistent with Site Plan date stamped "Oct 03 2014 John Carson Kelly." Any change to the plan, including but not limited to use of pervious stabilized base for fire-truck turn-around, must be resubmitted for City of Edgewood staff review and may require re-approval by City of Edgewood Council.

No Parking Fire Lane signs shall be spaced a maximum of 25 feet apart in fire vehicle turn-around area [east, south and west edges].

Landscaping shall be consistent with FNGLA Site Plan dated 9/19/14.

ESH

XC: Bea Meeks, City Clerk

Ross Galbraith, EI

From: Dave Richmond <dritchmondemail@aol.com>
nt: Thursday, September 11, 2014 2:04 PM
u: Wrgac@aol.com
Cc: Ross Galbraith, EI; vantrease.russellhome@gmail.com; rbagshaw@edgewood-fl.gov.
Subject: Russell Home site plan

Hi, Ellen

I am responding to your email of this morning to Ross Galbraith, and your comments on the landscape plans you provided to him. Regarding the landscape plans, I forwarded your comments to our landscape architect, Diane Sappington. I believe all of the remaining items can be easily addressed and a revision provided to the City next week. I will pass to you on that she is having difficulty finding room for four shade trees in front of the east elevation.

I have met twice with Jim Worthen. He questioned if the bamboo in our first plan would come under the fence and spread into his yard. He also pointed out the cable and telephone lines run underground on his side of the fence. Harris Landscaping has had no experience with this particular type of bamboo spreading in such a manner, but agreed that it could become problematic. The plan was subsequently changed to Sweet Viburnum, and I presented this revised plan to Jim in person. He told me he thought it was a better solution, and only questioned if a different lower-growing variety of viburnum would be better. Raising his question to the landscape architect, she felt a different variety could not be counted on to grow to the height needed to adequately screen the view of our new addition from the Worthen's property,

I had the pleasure of speaking by telephone earlier this week with Mayor Bagshaw. I mentioned to him that an on-going requirement has been design approval from Orange County Fire and Rescue, and the water management district. (These were included in Sam Sebaali's September 8th comments). When I explained to the Mayor that these agencies made their reviews after the City approved the site plan, he explained that he knew this, and that site plan approval would be contingent upon our subsequently obtaining those approvals. Given his comments, I question why you want Ross to set up a meeting with OC Fire and Rescue. If the approval is going to be contingent upon their approval, why continue to send time and money on it now?

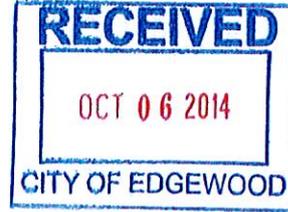
Dave Richmond
dritchmondemail@aol.com

Principals
Wayne D. Chalfoux
Donaldson K. Barton, Jr.
Lucius J. Cushman, Jr.
Jon S. Meadows
Lawrence L. Smith, Jr.
William T. Stone

October 6, 2014

DRMP Job #11-0431.000

Bea L. Meeks, MMC, CPM, CBTO, City Clerk
City of Edgewood
405 Larue Avenue
Edgewood, FL 32809



Subject: The Russell Home – June 2014 Site Plan Review comments

Dear Bea:

Accompanying are revised plans and other items in response to

- 9/10/14 City Planner’s Site Plan review comments
- 9/08/14 City Engineer’s Site Plan review comments

PLANNING COMMENTS

Screening of Vehicle use area comment

To address the comment by OCFRD regarding the capacity of the turnaround area to accommodate OCFRD’s 41 +/- ton truck, the following are attached:

- a) Calculation of required structural number vs provided structural number for the non-conventional surface, based on FDOT pavement design manual data.
- b) Manufacturer’s data, including partial list of fire departments (nationally) accepting the product for fire lane use
- c) Static force sketch and calculation confirming ground pressure of vehicle less than Grasspave manufacturer’s indicated product load limit

Landscaping & Lighting

As discussed with City’s planner, the existing lights are Duke Energy equipment, not metered. The existing light on the east side of property is to be relocated a little southward to go on a new parking area landscape island. The existing light and power pole near the south boundary of the parking area is to be removed, but a light is shown near the south-eastern corner of the site, along the eastern boundary. We anticipate to be able to coordinate with Duke Energy to reuse the light from the south side pole. No other site lights are proposed under these plans.

A new landscape drawing is enclosed. We understand that the landscape designer has completely addressed the 9/10/14 comments.

Please see the attached email from Dave Richmond to Ellen Hardgrove for a recount of the conversations with neighbor Mr. Worthen.

ENGINEERING COMMENTS

1. DRMP has coordinated with the architect Mr. Johnson and Cuhaci-Peterson MEP engineers, and a rainwater collection system has been added to the building. The

941 Lake Baldwin Lane
Orlando, Florida 32814
Phone: 407.896.0594
Fax: 407.896.4836

Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
Fort Walton Beach, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Panama City, Florida
Pensacola, Florida
Tallahassee, Florida
Tampa, Florida

1.800.375.3767
www.drmp.com

\\Orl_cluster01\projects\Projects\11\11-0431.000_The_Russell_Home\General-Civil\Correspondence\10-06-14 Site Plan com-res.doc

system will collect runoff from roof areas along the west and north sides, and will intercept the runoff which would have gone to those swales. A reduced copy of the C-P plan sheet is attached. The new roof collection system will discharge to the proposed parking lot inlet S-1. The separate system proposed to transmit rainfall from the atrium area is unchanged.

The area of *new* roof contributing runoff toward the south is shown on the enclosed mark-up of the architect's *Rainwater Diagram: 9/12/2014*. Runoff from the 23'x18' area at the southeastern corner of the building will be allowed to run off the roof, and this water drains eastward to the parking area where it will go to the existing inlet thence to the off-site SWM pond.

The new roof area of the storage room is approx.. 25 ft x 13.5 ft. The southern half of this roof pitching toward the south property line totals approx. 170 sf. This area runs off to the ground beside the south of the storage room. From there it has positive fall to the proposed swale at the western boundary. The attached hand sketch and calculation shows a conservative estimate of the western swale volume as 350 cu.ft., while the calculated runoff from portion of the roof in the design storm is 120 cu.ft.

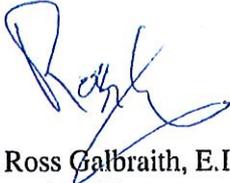
2. The setback dimension of the building on C5.1 is corrected to 26.5ft
3. The existing conditions map is corrected, removing the two sheds. Those sheds have been removed.
4. Tree removal fee paid – acknowledged.
5. The Existing Conditions & Demolition Plan sheets shows the Cherry Laurel as “Tree #1”. near the northwest corner of the property.
6. Other agency approvals: We are diligently trying to get the plans through to County Building Department submittal, as the step to County Public Works review, for County PW staff to review and sign off on our revised discharge to the Cypress Grove Park SWM pond, which will be necessary to submit to Water Management District (since the Cypress Grove Park permit is held by Orange County). Regarding the OCFRD review, the emails with OCFRD reviewer since the 9/10/14 comments appear to bode well for the overall design layout – there seem to be no objections to the geometry or details, provided the strength of pavement is shown adequate.

Also, in addition to the responses above, please note two other items reflected in this plans revision:

- a) We now understand the building will not have a secondary electric service from the pole that is currently at the south boundary. This pole will be removed from this location and the plans are revised accordingly, in coordination with the MEP engineer. Previously, this pole was near the end of the emergency vehicle turnaround area.
- b) The MEP engineer has provided location and dimension of the proposed emergency generator near the north side of building and this is shown in our plans.

Thanks to all for continued review of this application. Please contact me with questions and comments.

Sincerely,
DRMP, Inc.



Ross Galbraith, E.I.
Project Manager

Attachments

CC: Dave Richmond, The Russell Home
John C. Kelly, P.E.

Reference, FDOT Flexible Pavement Design Manual (Nov. 2000).

1. Comparative value of conventional vs. Crosspave (Table 5.4)

CONV.	Struct. Co. eff x Thickness	Crosspave	Structural Co. eff x Thickness
i. 2" SP 9.5 asphalt	$= 0.44 \times 2$	i. Assume Crosspave	$= 0$
ii. 6" Limerock base LBR 100	$= 0.18 \times 6$	ii. 8" Limerock base assume LBR 70	$= 0.12 \times 8$
iii. 10" stabilized LBR 40	$= 0.08 \times 10$	since 95% Proctor iii. 12" stabilized LBR 40	$= 0.08 \times 12$
Total SN_p	$= 2.76$	Total SN_p	$= 1.92$

Calculate SN_R .

- i. %R \Rightarrow use 80% (as for collection), (Table 5.2).
- ii. $M_R \Rightarrow$ use $M_{R(LBR 40)} = 12,000$ (Table 5.1 - Max LBR for design)
- iii. Select $M_R(12)$ (Table A.1A)
- iv. Use conservative $ESAL_{100,000}$ (actual $ESAL_{100,000}$ based on basic eqn is too low to calculate), (Basic eqn and Table A.1A)
- v. From Table A.1A, $SN_R = 1.77$

Conclusion: $SN_{provided} = 1.92$

$SN_{req} = 1.77$

$SN_p > SN_R$ OK.

TABLE 5.4

STRUCTURAL COEFFICIENTS FOR DIFFERENT PAVEMENT LAYERS

<u>Group</u>	<u>Layer Type</u>	<u>Layer Coef. Per unit Thickness</u>	<u>Spec. Sect.</u>
Friction Courses	FC-5	0.00	337
	FC-12.5, FC-9.5	0.44	337
Structural Courses	Superpave Type SP (SP-9.5, SP-12.5, SP-19.0)	0.44	334
Base Courses (General use)	Limerock (LBR 100)	0.18	200
	Cemented Coquina (LBR 100)	0.18	250
	Shell Rock (LBR 100)	0.18	250
	Bank Run Shell (LBR 100)	0.18	250
	Graded Aggregate (LBR 100)	0.15	204
	Type B-12.5	0.30	280
Base Courses (Limited use)	Limerock Stab. (LBR 70)	0.12	230
	Shell Stab. (LBR 70)	0.10	260
	Sand Clay (LBR 75)	0.12	240
	Soil Cement (500 psi)	0.20	270
	Soil Cement (300 psi)	0.15	270
Stabilization	Type B Stab. (LBR 40)	0.08	160-2
	Type B Stab. (LBR 30)	0.06	160-2
	Type C Stab.	0.06	160-2
Subgrade	Cement Treated (300 psi)	0.12	170
	Lime Treated	0.08	165

TABLE 5.2

RELIABILITY (%R) FOR DIFFERENT ROADWAY FACILITIES

<u>Facility</u>	<u>New</u>	<u>Rehabilitation</u>
Limited Access	80 - 95	95 - 99
Urban Arterials	80 - 90	90 - 97
Rural Arterials	75 - 90	90 - 95
Collectors	75 - 85	90 - 95

Notes

The type of roadway is determined by the Office Of Planning and can be obtained from the Roadway Characteristics Inventory (RCI).

The designer has some flexibility in selecting values that best fits the project when choosing the Reliability (%R).

Considerations for selecting a reliability level include projected traffic volumes and the consequences involved with early rehabilitation, if actual traffic loadings are greater than anticipated. A detailed discussion of reliability concepts can be found in the AASHTO Guide For Design Of Pavement Structures.

For traffic volume ranges, refer to Chapter 2, Design Geometrics and Criteria, of the Plans Preparation Manual - Topic No. 625-000-007.

5.2.4 RESILIENT MODULUS (M_R) FROM LBR

If a Design LBR or M_R Value is not available from the District Materials Office, and a series of LBR values are provided, the Pavement Design Engineer may select a Design LBR Value (not to exceed a maximum of 40 LBR) based on the 90th percentile. The following simple analysis is provided as an example.

GIVEN:

The following illustrates the mechanics of calculating the Resilient Modulus (M_R) obtained from a set of LBR data.

DATA:

The following field data has been provided;

<u>Sample Number</u>	<u>LBR Values In Ascending Order</u>
1	22
2	22
3	23
4	24
5	24
6	24
7	25
8	25
9	25
10	26
11	26
12	27
13	27
14	40

TABLE 5.1

RELATIONSHIP BETWEEN RESILIENT MODULUS (M_R) AND
LIMEROCK BEARING RATIO (LBR) SAMPLE VALUES

The following are some Limerock Bearing Ratio (LBR) input values that were input into these equations to obtain Resilient Modulus (M_R) values.

<u>Limerock Bearing</u>	<u>Resilient Modulus</u>
<u>Ratio (LBR)</u>	<u>PSI</u>
10	4500
12	5000
14	5500
16	6000
18	7000
20	7500
22	8000
24	8500
26	9000
28	9500
30	10000
32	10500
34	11000
36	11500
38	12000
40	12000

APPENDIX D

ESTIMATING DESIGN 18-KIPEQUIVALENT SINGLE
AXLE LOADS (ESAL_D)

D.2 BASIC EQUATION

The $ESAL_D$ required for pavement design purposes can be computed using the following equation:

$$ESAL_D = \sum_{y=1}^{y=x} (AADT \times T_{24} \times D_F \times L_F \times E_{18} \times 365)$$

where:

$ESAL_D$ = Number of accumulated 18-kip Equivalent Single Axle Loads in the design lane for the design period.

y = The year that the calculation is made for.

When $y=1$, all the variables apply to year 1.

Most of the variables are constant except AADT which may change from year to year. Others may change when changes in the system occur. Such changes include parallel roads, shopping centers, truck terminals, etc.

x = The Design Year.

AADT = Average Annual Daily Traffic.

T_{24} = Percent Heavy Trucks during a 24 hour period. Trucks with 6 tires or more are considered in the calculations.

D_F = Directional Distribution Factor. Use 1.0 if one way traffic is counted or 0.5 for two way traffic. This value is not to be confused with the Directional Factor use for planning capacity computations.

L_F = Lane Factor converts directional trucks to the design lane trucks. Lane factors can be adjusted to account for unique features known to the designer such as roadways with designated truck lanes. L_F values can be determined from Table D.2.

E_{18} = Equivalency factor which is the damage caused by one average heavy truck measured in 18 kip Equivalent Single Axle Loads. These factors will be periodically updated based on Weigh-In-Motion (WIM) data. E_{18} values can be determined from Table D.3.

TABLE A.1A

REQUIRED STRUCTURAL NUMBER (SN_R)
75% RELIABILITY (%R)
RESILIENT MODULUS (M_R) RANGE 4000 PSI TO 18000 PSI

RESILIENT MODULUS (M_R), (PSI × 1000)

ESAL _D	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
100 000	2.72	2.50	2.33	2.19	2.08	1.99	1.91	1.83	1.77	1.71	1.66	1.62	1.57	1.53	1.50
150 000	2.91	2.67	2.49	2.35	2.23	2.13	2.04	1.97	1.90	1.84	1.79	1.74	1.69	1.65	1.61
200 000	3.05	2.80	2.61	2.46	2.34	2.23	2.14	2.07	2.00	1.93	1.88	1.83	1.78	1.74	1.70
250 000	3.17	2.91	2.71	2.55	2.43	2.32	2.23	2.14	2.07	2.01	1.95	1.90	1.85	1.81	1.76
300 000	3.27	3.00	2.79	2.63	2.50	2.39	2.29	2.21	2.14	2.07	2.01	1.96	1.91	1.86	1.82
350 000	3.35	3.08	2.87	2.70	2.57	2.45	2.35	2.27	2.19	2.13	2.07	2.01	1.96	1.91	1.87
400 000	3.42	3.14	2.93	2.76	2.62	2.51	2.41	2.32	2.24	2.17	2.11	2.06	2.00	1.96	1.91
450 000	3.49	3.21	2.99	2.82	2.68	2.56	2.46	2.37	2.29	2.22	2.15	2.10	2.04	2.00	1.95
500 000	3.55	3.26	3.04	2.87	2.72	2.60	2.50	2.41	2.33	2.26	2.19	2.13	2.08	2.03	1.99
600 000	3.66	3.36	3.14	2.95	2.81	2.68	2.58	2.48	2.40	2.33	2.26	2.20	2.15	2.10	2.05
700 000	3.75	3.45	3.22	3.03	2.88	2.75	2.64	2.55	2.46	2.39	2.32	2.26	2.20	2.15	2.10
800 000	3.83	3.52	3.29	3.10	2.94	2.81	2.70	2.60	2.52	2.44	2.37	2.31	2.25	2.20	2.15
900 000	3.91	3.59	3.35	3.16	3.00	2.87	2.75	2.66	2.57	2.49	2.42	2.36	2.30	2.24	2.19
1 000 000	3.97	3.65	3.41	3.22	3.06	2.92	2.80	2.70	2.61	2.53	2.46	2.40	2.34	2.28	2.23
1 500 000	4.23	3.90	3.64	3.44	3.27	3.12	3.00	2.89	2.80	2.71	2.63	2.57	2.50	2.44	2.39
2 000 000	4.42	4.08	3.82	3.60	3.43	3.27	3.15	3.03	2.93	2.84	2.76	2.69	2.62	2.56	2.51
2 500 000	4.57	4.23	3.96	3.74	3.55	3.40	3.26	3.15	3.04	2.95	2.87	2.79	2.72	2.66	2.60
3 000 000	4.70	4.35	4.07	3.85	3.66	3.50	3.36	3.24	3.14	3.04	2.96	2.88	2.81	2.74	2.68
3 500 000	4.80	4.45	4.17	3.94	3.75	3.59	3.45	3.33	3.22	3.12	3.03	2.95	2.88	2.81	2.75
4 000 000	4.90	4.54	4.26	4.03	3.83	3.67	3.53	3.40	3.29	3.19	3.10	3.02	2.94	2.88	2.81
4 500 000	4.98	4.62	4.33	4.10	3.91	3.74	3.59	3.47	3.35	3.25	3.16	3.08	3.00	2.93	2.87
5 000 000	5.06	4.69	4.40	4.17	3.97	3.80	3.66	3.53	3.41	3.31	3.22	3.13	3.06	2.99	2.92
6 000 000	5.19	4.82	4.53	4.29	4.09	3.91	3.76	3.63	3.52	3.41	3.31	3.23	3.15	3.08	3.01
7 000 000	5.30	4.93	4.63	4.39	4.19	4.01	3.86	3.72	3.60	3.50	3.40	3.31	3.23	3.16	3.09
8 000 000	5.40	5.02	4.72	4.48	4.27	4.10	3.94	3.81	3.68	3.57	3.48	3.39	3.30	3.23	3.16
9 000 000	5.49	5.11	4.81	4.56	4.35	4.17	4.02	3.88	3.75	3.64	3.54	3.45	3.37	3.29	3.22
10 000 000	5.57	5.18	4.88	4.63	4.42	4.24	4.08	3.94	3.82	3.71	3.60	3.51	3.43	3.35	3.28
15 000 000	5.88	5.48	5.17	4.91	4.70	4.51	4.35	4.20	4.07	3.95	3.85	3.75	3.66	3.58	3.50
20 000 000	6.11	5.70	5.38	5.12	4.90	4.71	4.54	4.39	4.26	4.14	4.03	3.93	3.83	3.75	3.67
25 000 000	6.29	5.88	5.55	5.28	5.06	4.86	4.69	4.54	4.40	4.28	4.17	4.07	3.97	3.88	3.80
30 000 000	6.44	6.02	5.69	5.42	5.19	4.99	4.82	4.67	4.53	4.40	4.29	4.18	4.09	4.00	3.92
35 000 000	6.57	6.14	5.81	5.53	5.30	5.10	4.93	4.77	4.63	4.51	4.39	4.28	4.19	4.10	4.01
40 000 000	6.68	6.25	5.91	5.63	5.40	5.20	5.02	4.87	4.72	4.60	4.48	4.37	4.27	4.18	4.10
45 000 000	6.78	6.35	6.01	5.73	5.49	5.29	5.11	4.95	4.81	4.68	4.56	4.45	4.35	4.26	4.17
50 000 000	6.88	6.43	6.09	5.81	5.57	5.36	5.18	5.02	4.88	4.75	4.63	4.52	4.42	4.33	4.24
60 000 000	7.04	6.59	6.24	5.95	5.71	5.50	5.32	5.16	5.01	4.88	4.76	4.65	4.55	4.45	4.36
70 000 000	7.17	6.72	6.36	6.07	5.83	5.62	5.43	5.27	5.12	4.99	4.87	4.75	4.65	4.55	4.46
80 000 000	7.29	6.83	6.47	6.18	5.93	5.72	5.53	5.37	5.22	5.08	4.96	4.85	4.74	4.65	4.55
90 000 000	7.40	6.94	6.57	6.28	6.03	5.81	5.62	5.45	5.30	5.17	5.04	4.93	4.82	4.73	4.64
100 000 000	7.50	7.03	6.66	6.36	6.11	5.89	5.70	5.53	5.38	5.25	5.12	5.01	4.90	4.80	4.71

Summary of Lab Test Results on Grasspave2

The attached summary of laboratory tests on bare and sand filled rings presents compression resistance data relate to the load bearing capacity of our rings for various applications. Test Data from A.G.Wassenaar, Inc., Geotechnical Consultants, Denver, Colorado, 30 April 1991.

This test used Forney Compression Testing Machine, 400,000 lb capacity, at rates of 200 lb/sec (unfilled rings) and 2000 lb/sec (filled rings).

Physical Ring Data:

- 2.31" O.D. x 1" high (2.15" I.D.)
- 0.778 sq. in. of plastic surface contact area per ring
- 7.01 sq. in. surface contact area per 9 ring test section

Physical Molded Unit Data (injection molded HDPE):

- 20" x 20" x 1" high (400 sq. in. per unit), 12.9 rings per sq. foot (avg. 11.1 sq.in. per ring) 17.8 oz per unit, 69.93 sq. in. surface contact area per 9 ring test section, filled.
- 40" x 40" x 1" high (1600 sq. in. per unit, 12.9 rings/sf (avg. 11.1 sq in./ring), 4.5 lbs per unit, 69.93 sq in surface contact area per 9 ring test section, filled.

Lab Test Data: Bare Rings, with deflection stopped at 0.032" -

- 14,720 lbs load to test section (9 rings)
- 2,100 psi plastic resin strength (14,720/7.01)
- 1,635 lbs per ring (14720/9)
- 302,400 lbs per square foot load capacity (2100x144)

Lab Test Data: Sand Filled Rings, with zero deflection -

- 400,000 lbs per test section area (max. machine load)
- 44,444 lbs per filled ring (400,000/9))
- 5,720 psi load over test section area (400,000/69.93)
- 823,680 lbs per square foot load capacity (5720x144)

Examples of Usage - Grasspave2 and Gravelpave2

- Auto tires - 40 psi vs 5720 psi = 143x safety factor (6"x6" tire contact area)
- Truck tires - 110 psi vs 5720 psi = 52x safety factor (6.5"x6.5" tire contact area)
- DC 10 tires - 250 psi vs 5720 psi = 23x safety factor
- F-16 tires - 350 psi vs 5720 psi = 16x safety factor
- Fire Truck Outriggers - 70,000 lbs/4 = 17,500 lbs/(12"x18")
= 81 psi vs 5720 psi = 71x safety factor

Heavy Truck Axle Load Demand = 36,000 lbs on 4 tires (similar to old H-20 loading)

- (9"x9" tire contact area x 9000 lbs per tire at 110 psi tire pressure)
- GP2/GV2 "bare" capacity = 2100 psi x 81 sqin = 170,100 lbs/tire x 4 = 340 ton axle.
- GP2/GV2 "filled" capacity = 5700 psi x 81 sqin = 461,700 lbs/tire x 4 = 923 ton axle load.

Note:

Actual load bearing capacities of pavements using these products must provide for a rigid base to receive and accommodate the design loads planned - which are transferred from the surface to the base course by the rings.

All load figures provided above for Grasspave2, Gravelpave2 and Asphaltpave are based upon lab tests conducted by A.G.Wassenaar, Inc., Denver, Colorado, 30 April 1991.

05/04

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Strength of Grass Paving Structures

Many designers have questioned the strength of grass paving reinforcement structures to determine suitability for specific traffic and load bearing applications, and to compare products made by different manufacturers.

We at Invisible Structures, Inc. would like to assure you about product strength as a design issue, and clarify all of the data contained in various forms of product information.

All Grass Paving Structures are Strong Enough to Support the Heaviest Vehicles allowed on Highways!

This statement is made after analyzing all of the product specifications in this industry and translating the load bearing test data to a common factor.

We at ISI prefer to use pounds per square inch (psi, or kPa for metric), because it is easy to relate to on a personal level, and it relates directly to tire pressure ratings - the amount of pressure applied to a surface by the tire contact area.

How Much Strength is Needed?

Heavy truck tire pressures for vehicles used on public highways is usually a maximum of 120 psi (827 kPa). These vehicles generally carry loads that average less than 5000 lbs (2268 kg) per tire, which means a contact area usually less than 6.5" x 6.5" (16.5 cm x 16.5 cm). Outriggers, found on fire trucks, are also designed to not exceed this pressure.

ISI's Grasspave² product has load bearing strength of 2100 psi (14,479 kPa) when empty, which provides a safety factor of nearly 17.5 x. Grasspave² has the least amount of structural mass to resist loads compared to any other plastic or concrete grass paver, making it the theoretical "weakest". It is the rigid circular "ring" form which maximizes the weight/load bearing ratio of Grasspave².

Product	Grass Paver Strength Compared				
	psi	psf	US Ton/sf	kPa	M Ton/m2
Standard Truck Tire	120	17,280	8.64	827	0.73
Grasspave ² (filled)	5,720	823,680	411.84	39,411	34.72

Add Strength - Fill Paver

It is very rare that a grass paving structure will be used empty or unfilled. Load bearing strength is

increased dramatically when the product is filled with sand for part of the root zone medium. As an example, Grasspave² strength increased from 2100 psi to over 5700 psi (39,273 kPa) when filled with sand and ready for seed (or sand based sod). Thus, the design safety factor goes from 17.5x to over 47x.

Base Strength is Critical

All grass paving reinforcement structures are designed for two primary functions -

- transfer loads through the walls of the structure to prevent compaction, and
- provide small cellular confinement areas for optimal growth and protection of the grass root zone.

As with other forms of pavement design, grass (porous) paving must be provided with a rigid base below the structure to receive and spread the loads transferred through the structure. Some measurable load spreading capacity exists on the bottom of all grass paving structures, including the flexible grid of Grasspave², but we discount this value to simplify calculations and further increase the safety factor.

Calculating the depth and composition of materials for the base course incorporates the same design criteria as for other pavements, such as:

- load bearing capacity of native sub soil,
- plasticity or impact of moisture,
- frost heave potential,
- traffic frequency and/or duration.

Golf carts and pedestrian traffic may require a thin base course (perhaps nothing over sandy gravel soils) which may amount to 2" to 4" (5 - 10 cm) over very weak soils. Buses, trucks and fire trucks can easily require 8" to 12" (20 - 30 cm) or more depth of base course, and frequently the use of a geotextile below the base to prevent integration with sub soils.

Load Factor Equivalents

Assuming a given tire pressure of 120 psi, the following load factors would be equal:

- 17,280 lbs per square foot
- 8.64 tons per square foot
- 20,000 lbs per axle (4 tires)
- 432% of H10 rear axle load
- 216% of H20 rear axle load

Note: an H20 Design Vehicle is theoretical and does not really exist. The axle load would be illegal on most public highways.

Ω

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**Partial List of Fire Departments
Accepting Use of Grasspave2 for Firelanes**

Aurora, Colorado Springs, and Denver, CO
Phoenix, Chandler & Scottsdale, AZ
Counties of Los Angeles, Orange, CA
Riverside County and Palm Springs, CA
Oakland, Sacramento & Fresno, CA
San Francisco, San Jose, & Santa Clara, CA
Portland & Salem, OR
Seattle, Kirkland, Bellevue, Olyrnpia & Issaquah, WA
Boise & Bellevue, ID
Salt Lake City, Orem, & Farmington, UT
Forest Lake & Maple Grove, MN
Milwaukee & Brookfield/ WI
Chicago, Wheeling, & Lombard, IL
Naperville, Romeoville, & Bloomington, IL
Indianapolis & Columbus, IN
Detroit, Ann Arbor, & Plymouth, MI
Cleveland, Cincinnati, Dayton, & Toledo, OH
Covington & Elizabeth, KY
Memphis & Brentwood, TN
Boston, Weston, Framingham, & Waltham, MA
Pittsburg, Bethlehem, Hazelton, Harrisburg & Philadelphia, PA
Gaithersburg, Adelphia, Bethesda, Annapolis & Silver Spring, MD
Fairfax County, VA
Raleigh, Cary, Durham, and Wilmington, NC
Athens, GA
Boca Raton & Coral Gables, FL
West Palm Beach & Jupiter, FL
Orlando, Gainsville, & Tampa, FL
Birmingham, AL
Dallas, Austin, San Antonio, & Texarkana, TX
Oklahoma City, OK
Kansas City, Lenexa, and Topeka, KS

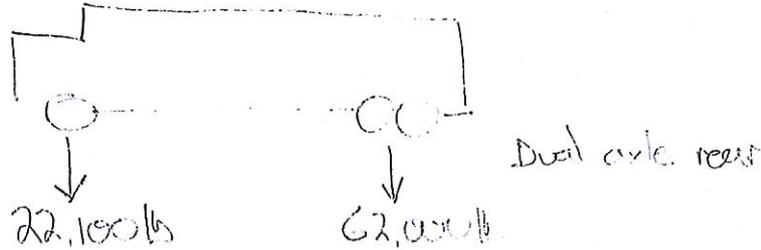
Please note that the presence of a city or county's name on this list does not necessarily constitute their endorsement or "blanket" approval of the Grasspave2 Grass Paving System, only that they have permitted its use for one or more projects within their jurisdiction. Most fire departments require review and approval of alternative pavement materials with every project.

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'Bronto' unit of OCFRL.

41 tons per OCFRL, (20,000 lb GVW per Nate Gilman, Mall-Mark Fire, Cedar[®])

Using 81,100 lb GVW spec per sheet attached;



Then:

Front load: 2 tires - 22,100 lb

Assume tire width = 6.5"

Assume contact area 6.5" x 6.5" = 42.25 in² per tire

Ground press. = $\frac{22,100}{42.25 \text{ in}^2}$
 = 261 psi vs 5720 psi OK.

Rear load: 8 tires - 62,000 lb

Ground press. = $\frac{62,000 \text{ lb}}{42.25 \text{ in}^2 \div 8 \text{ tires}}$
 = 183 psi vs 5720 psi OK.

*Nate Gilman: Owner for 10y for Mall-Mark Fire, Cedar.

Dealer of E-One vehicles to OCFRL

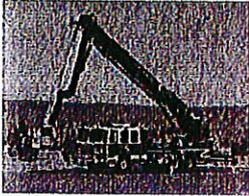
321 302 3910 cell

n.gilman@mall-mark-fire.com

EMPLOYMENT

PRODUCTS | SERVICES | DEALERS | ABOUT | RESOURCES

HOME > RESOURCES > E-ONE CALENDAR TRUCKS

F114RLP BRONTO WITH SIDESTACKER BODY (AUGUST)

LEFT SIDE

Upper Saucon Volunteer Fire Department (PA)

CHASSIS FEATURES

Gross Vehicle Weight Rating: 84,100 lbs.

Wheelbase: 230"

Travel Height: 11'-9" +/- 1"

Travel Length: 43'-3"

Cab: Cyclone II® Meets SAE J2422, SAE J2420 and ECE R29 crashworthiness standards

Air conditioning

Engine: Detroit Diesel 500 S15 HP 2007 compliant w/Jacobs engine brake

Transmission: Allison EVS4500P

Front Axle: Meritor 22,100 lb.

Rear Axle: Meritor 62,000 lb. with Ridewell Dynalastic Rear Suspension

Brakes: 17" disc front, 5-cam rear with ABS front and rear

Alternator: Dual 270 amp Leece-Neville

Batteries: (6) Group 31950CCA

Wheels: Aluminum wheels

Tires: Michelin - 445/65R front / 315/80R rear

Equipment: Federal Signal 535NFP46P2 LED Viewpoint light bars

Federal Signal PA300 siren w/ MS100 speaker

Federal Signal® Q2B siren

Multiplex Modem kit

PUMP FEATURES

Pump: Waterous S100 2,000 gpm w/ pressure governor

Plumbing: Akron electric valves with stainless steel manifolds and piping

BODY FEATURES

Construction: Extruded aluminum, modular body

Compartments: Full height rescue style (Approx. 122 cubic ft.)

Hosebed: 46 Cu. Ft. for 800-900' of 5" LDH.

Ladder Storage: Center mounted rear tunnels w/115' of ground ladders

Tank: 300 gallon polypropylene water tank

Equipment: Onan® 15KW hydraulic generator with (7) 750W Magnafire® Qiz IIs, (2) 200' 10/4 cord reels

Federal Signal IVP200F upper rear warning lights

Whelen 600 Super LED lower level warning lights

AERIAL FEATURES

114' articulating platform

Articulating jib boom with 180 degree sweep

90 degree platform rotation

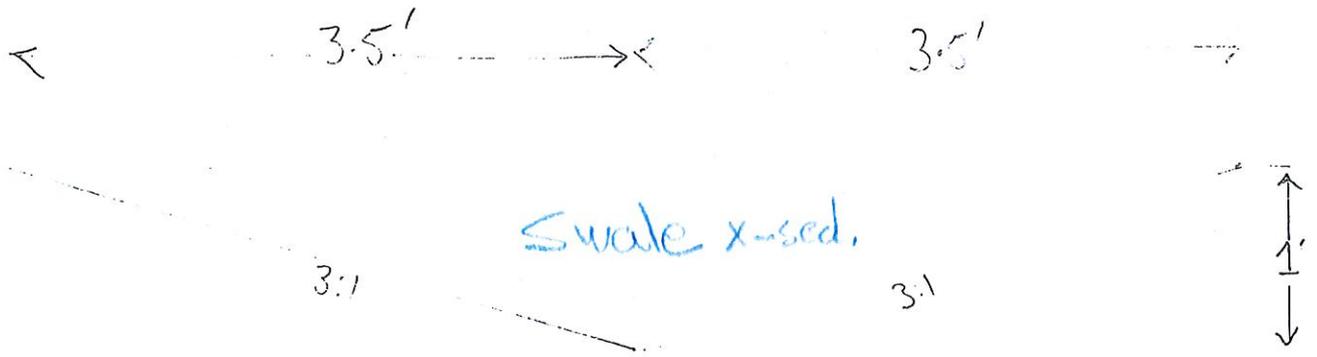
19'-8" jack spread with auto level

Rated capacity: 1000 lbs. + 210 lbs. equipment

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Drawn By: RAG	Date: 10/2/14	Job No.:
Checked By:	Date:	Task No.:
Calculations For: West boundary swale volume + new roof runoff		

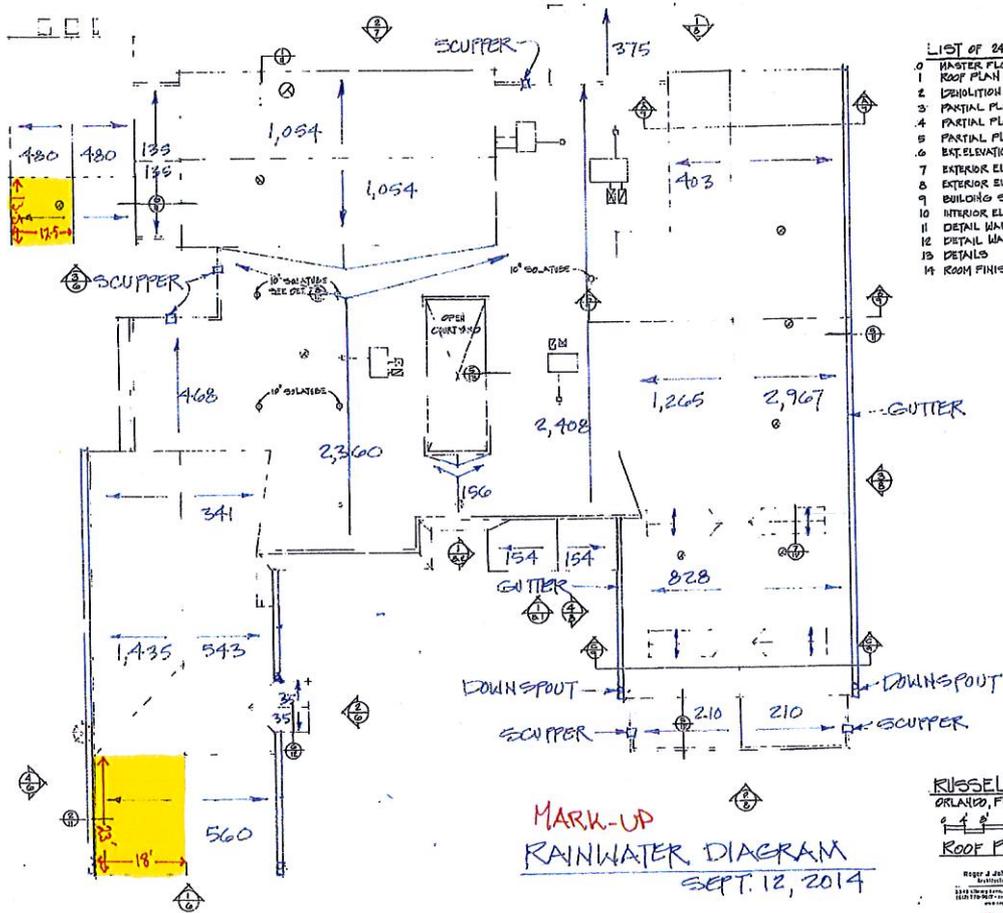


x-sect = 3.5 sf.
 length = 100 ft
 = 350 cu.ft. swale capacity

25-year / 24-hour design storm = 2.5 in.
 added roof area (new roof area) = 170 sf.
 contributing to runoff
 $= \frac{2.5}{12} \text{ ft} \times 170 \text{ sf.}$
 $= 120 \text{ cu.ft.}$

∴ Volume new runoff ≤ swale volume

SHEET 1 of 2



- LIST OF 24x36 DRAWINGS**
- 0 MASTER FLOOR PLAN
 - 1 ROOF PLAN
 - 2 DEMOLITION PLAN
 - 3 PARTIAL PLAN S.E.
 - 4 PARTIAL PLAN W.E.
 - 5 PARTIAL PLAN NORTH
 - 6 ELEVATIONS & WINDOW SCHEDULE
 - 7 EXTERIOR ELEV. & DOOR SCHEDULE
 - 8 EXTERIOR ELEVATIONS
 - 9 BUILDING SECTIONS
 - 10 INTERIOR ELEVATIONS
 - 11 DETAIL WALL SECTIONS
 - 12 DETAIL WALL SECTIONS
 - 13 DETAILS
 - 14 ROOM FINISH SCHEDULE

MARK-UP
RAINWATER DIAGRAM
 SEPT. 12, 2014

RUSSELL HOME
 ORLANDO, FL AUG. 25, 2014



SHEET 202