

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 20, 2015
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. PLEDGE OF ALLEGIANCE

C. MOMENT OF SILENCE

D. ROLL CALL & DETERMINATION OF QUORUM

E. PRESENTATION(s)

1. **(P. 1)** Mayoral Proclamation – "Red Ribbon Week"
2. **(P. 2)** Mayoral Proclamation – Week of the Family
3. **(Pgs. 3 – 19)** Kittelson & Associates, Inc. – SR 527 (Orange Avenue) Corridor Planning Study –Power Point Presentation
4. **(Pgs. 20 – 21)** Announcement of 2016 Municipal Election and Presentation of Election Calendar

F. CONSENT AGENDA

1. Review and Approval of Minutes
 - **(Pgs. 22- 25)** August 17, 2015 City Council Budget Workshop
 - **(Pgs. 26 – 30)** August 18, 2015 Regular City Council Meeting
 - **(Pgs. 31 – 33)** August 26, 2015 City Council Budget Workshop
 - **(Pgs. 34 – 36)** September 8, 2015 City Council Special Meeting
 - **(Pgs. 37 – 40)** September 21, 2015 City Council Special Meeting
2. **(Pgs. 41 – 43)** Third Amendment To Solid Waste Service Agreement

3. **(Pgs. 44 – 54)** 2016 Vote Processing Equipment Use Agreement And Elections Services Contract For Municipal Elections
4. **(Pgs. 55 – 57)** Appointment of Canvassing Board
5. **(Pgs. 58 – 85)** **VARIANCE APPLICATION # 2015-03** - Marc and Shannon Compere, 275 Prescott Drive (Boat Dock)
6. **(Pgs. 86 – 102)** **SPECIAL EXCEPTION APPLICATION #2015-02** - Alumitech – Allow Residential Use in Conjunction with Commercial Use (5104 S. Orange Avenue)

G. ORDINANCES – FIRST READING & PUBLIC HEARING

None.

H. ORDINANCES – SECOND/FINAL READING & PUBLIC HEARING

1. **(Pgs. 103 – 106)** **ORDINANCE 2015-07:** AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA AMENDING SECTION 62-57 (REGULATION STANDARDS OF DISABLED VEHICLES) OF THE CITY OF EDGEWOOD CODE OF ORDINANCES TO CLARIFY THE LOCATIONS AND CIRCUMSTANCES IN WHICH DISABLED VEHICLES MAY BE PARKED ON THE SIDE OR REAR OF A STRUCTURE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

I. UNFINISHED BUSINESS**J. NEW BUSINESS**

1. **(Pgs. 107 – 149)** **RESOLUTION 2015-03:** RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF EDGEWOOD FOR THE ADOPTION OF THE CITY OF EDGEWOOD'S CAFETERIA PLAN.
2. **(Pgs. 150 – 160)** **RESOLUTION 2015-04:** A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AN EFFECTIVE DATE.
3. **(Pgs. 161 – 166)** Holland & Reilly, CPA - 2014/2015 Letter of Engagement

K. GENERAL INFORMATION (No action required)**L. CITIZEN COMMENTS****M. BOARDS & COMMITTEES****N. STAFF REPORTS****O. MAYOR & COUNCIL REPORTS**

P. ADJOURNMENT

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.

MAYORAL PROCLAMATION

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enriquée "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23 – 31 has been designated national Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Now, Therefore, I, Ray Bagshaw, Mayor, do hereby proclaim October 23-31 as

"RED RIBBON WEEK"

in the City of Edgewood, State of Florida, and urge all citizens to join me in this special observance.

Dated this 20th day of October, 2015.

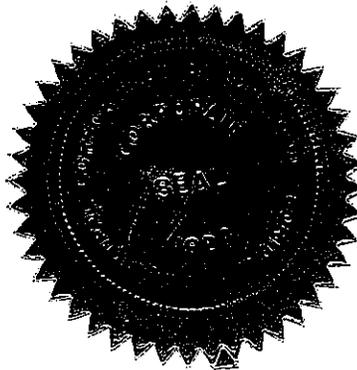


Ray Bagshaw, Mayor

Attest:



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



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 7th through November 13, 2015, 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 7th through November 13, 2015, as

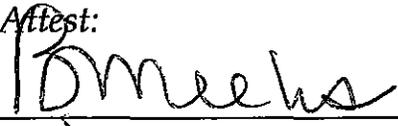
"Week of the Family"

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

Dated this 20th day of October, 2015.


Ray Bagshaw, Mayor

Attest:


Bea L. Meeks, MMC, CPM
City Clerk

SEAL





KITTELSON & ASSOCIATES, INC.

TRANSPORTATION ENGINEERING / PLANNING

225 E Robinson Street, Suite 450, Orlando, FL 32801 P 407.540.0555 F 407.540.0550

CITY OF EDGEWOOD ORANGE AVENUE CORRIDOR STUDY

September 2, 2015

Kittelison & Associates, Inc.
225 E Robinson Street, Suite 450
Orlando, FL 32801
407.540.0555 (P)
407.540.0550 (F)

MetroPlan Orlando, with an office at 315 E. Robinson Street, Suite 300, Orlando, Florida 32801 hereby requests and authorizes Kittelison & Associates, Inc. to perform the services as described in Part "A" - Scope of Work to this authorization and subject to all of the provisions of the existing agreement between Kittelison & Associates and MetroPlan Orlando.

PART A - SCOPE OF WORK

PROJECT UNDERSTANDING

This scope of services is prepared for the purpose of providing MetroPlan Orlando and the City of Edgewood with a Corridor Planning Study to evaluate SR 527 (Orange Avenue) from CR 528A (Hoffner Avenue) to West Pineloch Avenue. This project has been requested by the City of Edgewood as part of an initiative to establish livable and walkable multi-modal urban thoroughfares utilizing a context-sensitive approach. Multimodal corridor projects are seen as essential to network efficiency, safety, and livability within the context of future transportation needs. Similar Corridor Planning Studies have been completed for segments of SR 527 to the north (within the City of Orlando) and to the south (within Pine Castle, Belle Isle and unincorporated Orange County). This study provides an opportunity to further enhance mobility throughout the corridor as part of a comprehensive multi-modal planning effort that will engage the community through partnership with neighborhoods and businesses that are served by Orange Avenue.

The purpose of this Corridor Planning Study is to develop a Corridor Plan that identifies a series of goals and objectives for the future Orange Avenue. This project will also seek to identify a range of multi-modal solutions to address the mobility needs and advance the long term vision for the study corridor. This will be done in an environment that encourages input and buy-in from FDOT District Five, the responsible agency for the roadway, and other community and agency stakeholders. The implementation plan developed as part of this project will include long-term strategies that guide future development within the corridor, as well as specific improvements that can be advanced near term through local agency participation and/or by FDOT as 3-R

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EDGEWOOD PROPOSAL.DOCX*

(Resurfacing, Restoration, Rehabilitation) projects, safety enhancements or push-button projects such as traffic signal retiming.

This corridor planning study scope encompasses the initial planning steps in the life-cycle of a project. Recommendations identified in this planning study will require further concept development as a separate next step in the process. Concept Development could include further refining the concept designs from an engineering standpoint, verifying any potential cost items (e.g. utility relocations), verify right-of-way needs, etc. prior to moving into PD&E (if necessary) or design phases.

PHASE 1: DEFINE THE PROBLEM

1.0 PROJECT INITIATION AND STAKEHOLDER INTERVIEWS

A Corridor Planning Study represents the ideal opportunity to engage local and regional project stakeholders in the identification of issues, establishment of planning goals, and project visioning leading to the identification of potential improvement alternatives. Collaboration with the public and project stakeholders to seek input into the development of the Corridor Plan is an essential part of this project. A Project Visioning Team comprised of agency stakeholders and other interested parties will be established to help guide the planning process throughout the study. For this project, the Project Visioning Team is likely to include representatives from MetroPlan Orlando, the City of Edgewood, FDOT District Five, Orange County, City and representatives from LYNX, local residents, business owners, and other community organizations. The South Orange Chamber of Commerce may also be helpful in identifying community leaders that would be interested in participating.

It is noted that several recent and/or ongoing planning efforts involving the area(s) surrounding this corridor have conducted with public workshops and other community outreach. To the extent possible, MetroPlan Orlando will collaborate with the City to share mailing lists, stakeholder contacts, and meeting sites.

- Stakeholder Coordination Meetings: The CONSULTANT shall provide technical input, coordination and support for MetroPlan Orlando to hold or participate in various meetings, which are anticipated to include:
 - MetroPlan and Stakeholder Kick-off Meeting (1)
 - Stakeholder Interviews / Identification of Project Visioning Team – Many agency stakeholders along the corridor have been previously organized through prior planning efforts. This activity will focus more on identifying and engaging others that are not already involved such as business and property owners. Six stakeholder interviews are included in this scope of work. MetroPlan Orlando and City staff will assist in scheduling of meetings.
 - Project Visioning Team Meetings (4): Participants are expected to include agency staff and stakeholders described previously.
 - Project status presentations to TAC / TTC/ BPAC / TSM&O / MAC / MetroPlan Board (1 per committee) to present project results.
 - Project status presentations to Edgewood City Council and the Edgewood Planning and Zoning Board (4 total, including Public Workshop 1)
 - Project status presentations to FDOT District Five divisions (3 meetings total) to provide opportunities for review and input during key study milestones. These meetings are in addition to the FDOT participation throughout the process as part of the Project Visioning Team.
 - Ignite the Torch Meeting

- **Public Workshop:** As part of the existing conditions assessment, this event will be held to solicit input from any and all interested parties that wish to actively engage in the planning process. The first public workshop will serve as a project introduction and will be held in conjunction with an Edgewood City Council meeting. An interactive format will be used to allow for input from elected officials and community members. The City of Edgewood has committed to being a full partner with MetroPlan Orlando throughout the study, and will help lead this initial outreach effort with support from the study team. The City's responsibilities will include handling of the notification process, workshop site selection and logistics, staff attendance and presentation support. The focus for this meeting will be to introduce the study and the project team, present an overview of the corridor and planning process, and gather input on the community vision. This outreach provides an opportunity for the Project Team to hear the community's input with respect to the future vision for the corridor. The workshop will likely include a brief presentation that summarizes the existing conditions and key project issues, as well as samples of similar projects and/or planning techniques being considered as part of this Corridor Planning Study. Based upon the existing conditions evaluation, the project team will work with workshop participants to define the project vision and key issues for evaluation.
- **Material for Project Website:** MetroPlan Orlando anticipates posting study-related information to the MetroPlan website at www.metroplanorlando.com, as well as the City of Edgewood website at www.edgewood-fl.gov. The CONSULTANT shall provide project information, graphics, and other materials generated for major deliverables, public and stakeholder coordination meetings in a suitable format to MetroPlan and the City for posting as requested.

2.0 EXISTING CONDITIONS

This Corridor Planning Study will consider previous studies, planned and programmed improvements, as well as any ongoing planning efforts for future development that may arise. This segment of Orange Avenue provides an important regional link between Downtown Orlando and the Orlando International Airport. Particularly given the land use changes that will occur to the north of this corridor within the City of Orlando and to the south of this corridor with the Sand Lake Station Area Plan, there is a significant opportunity for this project to help identify the right strategies for improving Orange Avenue to support the future multi-modal vision. This study will need to consider the travel demand characteristics by various modes (both existing conditions and potential future conditions) as part of the assessment.

2.1 Data Collection

The CONSULTANT shall collect and assemble relevant data to support the Corridor Planning process. This will include community, transportation, and environmental characteristics obtained through review of previous studies such as the FDOT ETDM Planning Screening, Gatlin/Holden traffic operations analysis, as well as field reviews (in particular parking encroachments into the right-of-way and an evaluation of

whether existing curb cuts and access points are in conformance with FDOT access management standards), coordination with agencies, and other publically-available data sources such as agency GIS resources and Orange County / FDOT databases. Existing conditions not documented in recent/previous studies will be addressed through a consideration of historic traffic count data, traffic characteristics, previous traffic projections (DRIs, other Department studies and comprehensive plans). This documentation will include future physical and environmental conditions, such as adjacent land uses and projected private sector development expansion plans along the corridor.

The goal of this task is to conduct targeted data collection that will be pertinent and useful to the issues revealed through the stakeholder interviews. For instance, the interviews might reveal that there are areas of transit-dependent populations along the corridor and transit ridership data will be pertinent. In this case, one focus would be to consider transit stops that have high ridership and evaluate potential need for improving infrastructure (sidewalks, bicycle lanes, etc.) and bus service between the stops and other activity nodes, including SunRail.

2.2 Travel Demand Characteristics

The purpose of this phase is to gain a better understanding of the travel characteristics within the corridor. This will involve an assessment of key land use elements such as the identification of activity centers, significant employment, and other uses. It is important to develop an understanding of how the key land uses interact with each other in order to determine ways to support this with a multi-modal approach. The data to be collected will include an estimation of current mode split to include usage by bicyclists, pedestrians and transit riders, as well as vehicular traffic.

Documenting the travel characteristics will also require the collection of new data that may involve traffic counts to assess travel patterns, bus data provided by LYNX for the study corridor to assess the transit demands. It is understood that this effort can vary widely in the level of detail applied to the data gathering and data reduction process, depending on the desired level of accuracy. To the extent possible, the Study Team will collaborate with partner agencies for support during the data collection effort to the extent that this may benefit the assessment. Due to budget constraints, it is understood that the data collected during the evaluation of travel characteristics is intended to provide a representative sampling sufficient to support a planning-level evaluation. Based on the current understanding of the corridor, it is assumed that new traffic data will involve four (4) to six (6) machine counts to assess daily traffic volumes (tube counts), five (5) to ten (10) Turning Movement Counts (TMC's) to assess intersection operations, and up to three (3) video traffic counts at select locations within the corridor to assess pedestrian volumes with a focus on transit-related uses in the corridor. At a minimum, the traffic data for the existing conditions analysis will include the intersections of Orange Avenue/Gatlin Avenue, Orange Avenue/Holden Avenue, Orange Avenue/Hoffner Avenue and Hansel Avenue/Hoffner Avenue. To the extent intersection turning movement counts were already obtained as part of recent studies (the FDOT Gatlin/Holden Intersection Improvement Study and the FDOT South Orange Avenue Corridor Study), these counts will also be used for this study. If traffic counts from these studies are not available, the CONSULTANT will include these intersections in the data collection.

Other elements to be considered include transit ridership statistics and planned transit service (from LYNX), and an examination of land use to identify major activity centers and desire pathways that influence travel patterns. The study will also provide insight into the multimodal relationships that would be required to support the development of context-sensitive alternatives that further encourage the use of transit, or biking/walking between destinations. It is noted that the transit-based evaluation of travel characteristics involving the analysis of data provided by LYNX will be expanded to include a corridor-wide analysis of Orange Avenue between Sand Lake Road and Anderson Street. This evaluation was also provided to FDOT, Orange County and the City of Orlando as part of the companion Corridor Planning Studies for the northern section (between Pineloch Avenue and Anderson Street) and the southern section (between Hoffner Avenue and Sand Lake Road).

2.3 Existing Corridor Operations Summary

Using the travel characteristic data collected for the study corridor, the CONSULTANT will perform a qualitative assessment to establish existing conditions for multi-modal mobility. This will identify existing transit usage and potential improvements to encourage or further enhance future mobility.

2.4 Land Use and Community Characteristics

The existing conditions analysis will also include a land use evaluation, with available GIS data to be utilized in creating a series of base maps to include: most-recent available aerial photography, parcels / property lines, major roads, zoning, existing / future land use, significant environmental features (wetlands, threatened & endangered species, contamination, historic & archaeological sites), and available utility information. Other layers for consideration include regional and local Department of Revenue (DOR) Codes, total assessed value of parcels, and total assessed value of parcel structures. This will be summarized in the context of the land use policies and land development regulations established through recent and ongoing planning efforts.

2.5 Baseline Future Conditions Assessment

Following a context-sensitive approach that emphasizes the livability and multimodal planning vision for the corridor, the CONSULTANT will:

- Review relevant traffic projections from other studies, local and regional growth trends, and LRTP future year model projections.
- Assess the future land use and development potential within the study corridor, including known or expected major generators, and determine a reasonable projected build out scenario to be considered for the design year; Identify future land use changes, planned and programmed improvements to utilities, roadway, pedestrian, bicycle and transit elements;
- Utilizing readily-available model outputs and/or a trends analysis with assume growth rates, identify a reasonable estimate of person trip volume projections within the study area during the design year (anticipated to be 2035); and

PHASE 2: DEFINE THE PURPOSE AND NEED

3.0 DEFINE THE PURPOSE AND NEED

This task involves working with the Project Visioning Team to develop the Study's guiding principles, purpose and need, and evaluation criteria.

3.1 Guiding Principles Development

Based on the community input received from Task 1, and documented regional and local land use and transportation policies and visions, a draft list of guiding principles will be developed by the CONSULTANT. The guiding principles will be a brief list of succinct points that speak to what the community thinks is important as related to the multi-modal transportation vision and the associated land use goals of the study area. The guiding principles should address what the vision is, who the major users are, and what the desired role of the facility is, consistent with the FDOT District Five Corridor Planning Guidebook.

3.2 Purpose and Need Development

The CONSULTANT will develop a draft 'purpose statement', and supporting 'needs statement' that will guide the planning study, as well as the succeeding steps of the study, which may include planning and designing new transportation facilities. When developing the 'purpose and need' for a project, the 'purpose statement' will be based on the defined problem and guided by the principles stated in Task 3.1. The 'needs statement' should be supported by the multi-faceted data and findings of Task 2, and should not be focused only on traffic and safety aspects of the problem. This draft purpose and need statement and the draft guiding principles will be presented to the Project Visioning Team (Meeting 2) and finalized based on their input. The Project Visioning Team members from MetroPlan Orlando, the City of Edgewood and the FDOT District Five will provide written approval of the Purpose and Need Statement as representatives of their respective agencies. Additionally, the CONSULTANT will present the draft Purpose and Need Statement to the Edgewood City Council (as part of one of the four meetings identified in Task 1) to obtain their input and written approval.

3.3 Evaluation Criteria and Measures of Success

Based upon the guiding principles, purpose and need, and stakeholder guidance, the CONSULTANT will develop a set of draft evaluation criteria to compare and screen alternatives in Task 4. The types of evaluation criteria that may be considered as part of this effort include: travel characteristics; engineering characteristics; planning considerations; environmental characteristics; and the availability of potential funding sources.

PHASE 3: DEFINE AND SELECT ALTERNATIVES

4.0 CONCEPTUAL MULTIMODAL IMPROVEMENTS IDENTIFICATION

4.1 Alternatives Identification

Utilizing the forecast data, results of the future conditions assessment, and input from the Project Visioning Team, the CONSULTANT will identify a series of improvements for evaluation that address the Purpose and Need developed in Task 3. Development patterns, redevelopment opportunities, and regulations play a major role in determining the type of multimodal alternatives that are appropriate for the corridor. Consideration shall be given to maximizing opportunities for utilizing non-vehicular modes such as walking, bicycling and transit. Types of enhancements could possibly include:

- a. Improving parallel roadways and/or network connectivity in the vicinity of the corridor (including roadway realignment to reduce the number of intersections);
- b. Traffic operations strategies to provide for long-term capacity needs; and
- c. Multimodal strategies to increase the movement of people in and through the corridor;
- d. Roadside and median landscaping strategies for traffic calming, enhanced pedestrian/bicycle/transit user benefits, and support of the City's economic development goals
- e. Elimination of parking encroachments into the right-of-way; and
- f. Access management improvements to consolidate curb cuts and access points

4.2 Alternatives Evaluation and Refinement

- **Apply Study Evaluation Criteria:**

Based on the evaluation criteria developed in Task 3, the CONSULTANT Team will begin to evaluate the various alternatives. The evaluation will be a combination of quantitative and qualitative evaluation, based on the Study's established performance measures.

- **Operational Assessment**

The CONSULTANT will conduct an assessment of the operational characteristics of the improvement strategies as input into the assessment of future "build" conditions. Analysis will be conducted utilizing future conditions volumes developed under Task 2.5. Intersection or spot improvements will be evaluated for peak hour conditions to identify potential multimodal travel implications. For network level strategies (such as reducing through capacity), other tools such as the regional travel demand model may be used (if needed) to allow for evaluation of potential trip diversions on a daily basis.

It is noted that the evaluation of multiple alternatives involving an analysis that requires travel demand modeling and operational analyses can be costly. To the extent possible, MetroPlan will seek input and technical support from FDOT and Orange County to help offset the costs of

conducting an evaluation involving these tools. As needed, the planning effort may also consider a longer-term assessment involving an aggregate “supply/demand” analysis of corridor demand. Unlike conventional methods, this may involve an iterative mode split analysis, involving the identification of target splits required to achieve an acceptable multi-modal quality of service, rather than applying a traditional method of identifying the mode split assumptions associated with a particular strategy. If this alternative approach is utilized, mode split outcomes for local and regional trips needed to achieve the shared regional vision and specific corridor strategy will be identified, which lead to needs related to future land use and related policy modifications needed to achieve those targets.

Similar to the presentation of existing corridor operations, future conditions will be developed as a Multimodal Quality of Service analysis with a series of figures and tables that highlight the various results.

Following the qualitative evaluation process, a follow up meeting will be held with the Project Visioning Team (Meeting 3) to review the evaluation and identify the viable improvement strategies/ policy objectives to be carried forward in the study process as part of the alternatives assessment.

Based on the engineering analysis and coordination with the Project Visioning Team, MetroPlan Orlando will determine which viable improvements will be evaluated further.

- **Preliminary Assessment of Engineering / Environmental Issues**

Utilizing the evaluation criteria and input received during previous tasks, the CONSULTANT shall conduct a due-diligence / fatal flaw evaluation of the improvement strategies and recommendations that involves:

- preliminary assessment of engineering issues (e.g. geometrics, drainage, potential right of way needs, and others) as needed to support a review and comparison of alternatives by the Department;
- desktop assessment (using the Environmental Screening Tool and/or GIS) to evaluate the potential for environmental impacts (social, natural and physical) to be further explored during subsequent phases; and
- assessment of potential land use patterns to support the options, and a fatal flaw screening process of these options.

4.3 Refinement of Conceptual Alternative Illustrations

The CONSULTANT will refine the corridor improvement alternatives to address the results of the intersection operational evaluation as well the engineering and environmental assessment. For one alternative, a plan view drawing of the corridor will be prepared to illustrate the potential corridor-wide concept.

If one alternative cannot be identified based upon coordination with the Project Visioning Team, then conceptual plan view drawings will be prepared for multiple alternatives for shorter sub-segments of the corridor. Up to four (4) spot locations would be considered in lieu of preparation of an overall corridor plan-view drawing.

4.4 Planning-Level Cost Estimates

The CONSULTANT shall develop project planning-level cost estimates for each viable improvement alternative evaluated. The total project cost is comprised of components that include the design, right-of-way, construction, and construction engineering inspection (CEI) phases. Given the planning-level detail of the concepts, cost estimates will be developed based upon FDOT cost-per-mile level information only. Right of way costs will be based upon estimated acreages of right of way and average property costs (individual parcel-level right-of-way estimates are not included at this stage). Planning-level cost estimates are intended for providing a relative comparison between options. More detailed costs would be developed in the subsequent Concept Development Phase.

4.5 Summary of Alternatives Evaluation

The CONSULTANT will prepare a summary of Tasks 4.1 to 4.4. Results will be compared and summarized based upon the previously identified Study evaluation criteria. Utilizing these evaluation criteria, the CONSULTANT will prepare a matrix comparing the project opportunities and constraints. This will include a qualitative summary of anticipated impacts and costs associated with the various improvement strategies. This step will be used to support coordination with the Project Visioning Team as part of the process to identify the alternative(s) recommended for implementation. The CONSULTANT shall analyze and evaluate each desired improvement to a point of sufficient decision making as a viable improvement. The impacts for each improvement shall be identified and expressed in a form suitable for comparison to other corridor improvements.

****** The CONSULTANT shall not proceed to Task 5 until MetroPlan Orlando, the City of Edgewood and the Florida Department of Transportation have reviewed and provided written approval of the improvements proposed. If all three agencies do not provide written approval, the CONSULTANT shall consult with MetroPlan Orlando and the City of Edgewood to revise the remaining scope tasks as needed based on the agencies' desired direction.******

TASK 5 – CORRIDOR PLAN

The Corridor Planning Study will formulate an implementation strategy for advancing the study recommendations that identifies priorities based on factors that consider safety and operational needs, multimodal / transit needs, and potential partners / funding options. This will involve continued dialogue with project stakeholders and agency partners to identify funding strategies, joint participation opportunities, and other elements related to the development of an implementation plan. Depending on the nature of the improvements that are identified during the study, some elements may be identified for near-term implementation by a partner agency, or through one of FDOT's on-call services contracts. Other

recommendations such as those with higher costs, or longer-term timeframes for implementation may be recommended for programming as a PD&E Study, and eventual screening through ETDM.

The CONSULTANT will assess the priority and appropriate phasing of plan elements, based on input from FDOT and other stakeholders, and develop a multi-year, multi-phase plan for the preferred concept(s) to include a summary of required expenditures for each phase.

5.1 Alternatives Development Public Workshop (Public Workshop 2)

The CONSULTANT will facilitate a second Public Workshop to share the results of the alternatives development and solicit feedback from the community. The City's responsibilities will include handling of the notification process, workshop site selection and logistics, staff attendance and presentation support. The workshop will likely include a brief presentation of the alternatives being considered and opportunities to receive input from community members. This workshop will also include a draft outline of project priorities and a recommended plan for implementation with descriptions of the phases needed for each proposed project on the priority list, responsible parties to help guide the next step of the project, and whether the improvements are short-term or long-term improvements.

5.2 Select Alternative(s) and Determine Next Steps

Based on coordination with the Project Visioning Team, and public input received from the Public Workshop #2; an alternative or set of alternatives will be selected and next steps identified for advancing alternatives toward implementation. The CONSULTANT will summarize the recommendations and results of the previous tasks in the Corridor Alternatives and Strategies Summary.

5.3 Project Visioning Team Meeting and Identification of Recommendations

As a result of the Alternatives Development Public Workshop, the CONSULTANT shall compile feedback received from the public and identify preliminary recommendations for further discussion and concurrence with the Project Visioning Team (Meeting 4). The CONSULTANT will provide a brief summary outlining the feedback received and recommendations. The Project Visioning Team will provide comments regarding any desired adjustments to the recommendations and will provide feedback on potential next steps for the implementation of the recommendations.

5.4 Corridor Alternatives and Strategies Report

The CONSULTANT shall prepare a Corridor Alternatives and Strategies Report that provides reference to the corridor purpose and Needs Summary developed previously, with a synopsis of the corridor planning process that was followed. This report will highlight key issues, stakeholders input, and a summary of the alternatives developed in the previous tasks. The information provided in the Corridor Alternatives and Strategies Report is a compilation of material that was gathered in previous tasks.

This document will also include an outline of project priorities and a recommended plan for implementation with descriptions of the phases needed for each proposed project on the priority list, anticipated timelines,

and responsible parties to help guide the next step of the project, whether the improvements are short-term or long-term improvements.

Per the direction of the MetroPlan project manager, a copy of the Corridor Alternatives and Strategies Report and the results of the planning study to date will be shared with the Project Visioning Team.

The CONSULTANT will prepare a Corridor Alternatives and Strategies Report that provides reference to the project visioning report developed previously. This Corridor Alternatives and Strategies Report will serve as the final report for this Corridor Planning Study, and will include a synopsis of the study process, the key issues and opportunities, and the stakeholder and public engagement activities. It will also outline the alternatives developed in the previous tasks and a summary of the alternatives evaluation. The report will also identify the potential timing of strategies, potential funding sources, and necessary actions anticipated from the various planning partners to advance the preferred alternative(s).

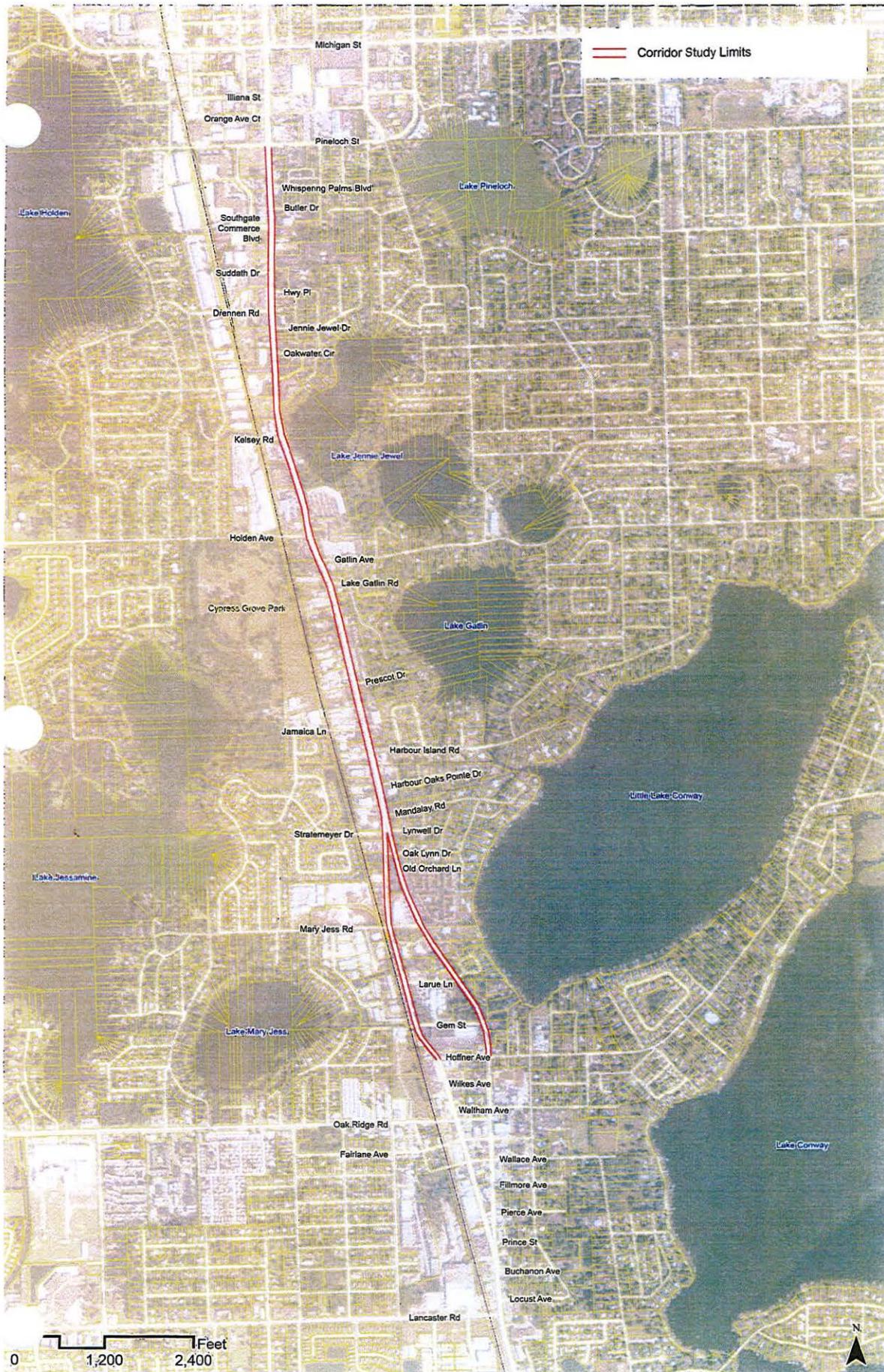
5.5 Ignite the Torch

Intra-departmental coordination is an important element in the development and acceptance of the Corridor Management Plan. The CONSULTANT shall assist MetroPlan in facilitating coordination with the FDOT D5 staff from various divisions (Traffic Operations, Design, Intermodal Systems Development) Staff to receive buy-in on the recommendations documented within the plan so that various staff from these groups can help support its future implementation. As part of this effort, the CONSULTANT shall prepare a presentation to review the final Corridor Management Plan with MetroPlan and the Project Visioning Team.

TASK 6 – PROJECT MANAGEMENT AND SCHEDULE

This task consists of project management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-CONSULTANT agreements etc. Progress reports shall be delivered to MetroPlan in a format as prescribed by the Department and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a project schedule to include anticipated timelines for key project elements and target deadlines for deliverables. To assist MetroPlan in coordination with internal staff and project stakeholders, the project schedule will also include relationships/dependencies between key milestones with anticipated durations. The anticipated duration for this Corridor Planning Study is twelve (12) months. It is understood that public involvement and coordination with the Project Visioning Team, and obtaining written approvals from MetroPlan Orlando, the City of Edgewood and the Florida Department of Transportation are likely to drive the overall schedule of the project. Details will be provided to cover the lead times for notifications and pertinent details affecting the scheduling of coordination meeting and other major public events.



Orange Avenue Corridor Study | Edgewood, FL

**City of Edgewood Orange Avenue Corridor Study
Preliminary Project Schedule (last updated 09.02.2015)**

Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1.0 Project Initiation and Stakeholder Interviews (including stakeholder coordination meetings)	[Orange bar from Month 1 to 12]											
2.0 Existing Conditions	[Orange bar from Month 1 to 3]											
3.0 Define the Purpose and Need				[Orange bar from Month 4 to 5]								
4.0 Conceptual Multimodal Improvements Identification					[Orange bar from Month 5 to 8]							
5.0 Corridor Plan									[Orange bar from Month 9 to 12]			

-  Project Visioning Team Meeting
-  Public Workshop
-  City of Edgewood Presentation

Other meetings identified in the project scope to be determined based on project schedule and key milestones.



KITTELSON & ASSOCIATES, INC.

TRANSPORTATION ENGINEERING / PLANNING

225 E Robinson Street, Suite 450, Orlando, FL 32801 P 407.540.0555 F 407.540.0550

ORANGE AVENUE EDGEWOOD CORRIDOR STUDY

Meeting Notes – City of Edgewood Project Kickoff
Tuesday 10/6/15 at 1 PM

Participants

Ray Bagshaw, Mayor

Bea Meeks, City Clerk

Ellen Hardgrove, City Planning Consultant

Gary Huttman, MetroPlan Orlando

Laurence Lewis and JP Weesner, Kittelson & Associates Inc.

City Issues and Background

- Landscaping and Aesthetics
 - Mayor Bagshaw led the clean-up of landscape median between Orange and Hansel
 - There is no uniform landscaping along the corridor – would like to see more consistency
 - City is looking for opportunities to beautify corridor -- removing trees, planting others and general clean-up
 - Residents want to bury utilities – City has explained budget limitations
 - Establish better delineation of City versus adjacent jurisdictions through gateway features – “you should know when you come to Edgewood and when you are in it”
- Access Management
 - More cross access driveway connections between strip retail centers
 - Opportunities to remove or reduce curb cuts
 - The City has cross-access easement language in its Comprehensive Plan, but it’s not used or enforced on Orange Avenue because there is not coordination with FDOT who maintains the access points.
- Pedestrian and Bicyclist Safety
 - Residents ride bikes along Orange – also two bike clubs within the community
 - No pedestrian crossings of Orange Ave between one-way split and Holden Avenue
 - Need safer pedestrian crossings for transit users to access bus stops
- Traffic Calming
 - Two-way center turn lane doesn’t calm traffic – would medians be possible?

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- Heavy truck traffic along corridor, even though Orange Blossom Trail is supposed to serve as the north-south truck route
- City does speed enforcement, but design solutions are also needed
- Orange Avenue through Edgewood is part of FDOT's maintenance of traffic (MOT) plan for I-4 Ultimate
- **Redevelopment Potential and Community Economic Development**
 - Out-of-the-box thinking needed
 - Need long-term plan for Holden/Gatlin/Orange intersection if NE quadrant (Fort Gatlin Shopping Center) is redeveloped
 - Vacant land (9 acres) behind Coq au Vin within City limits and is available for purchase - the City would entertain long-term goals to realign Gatlin and Holden to create a single intersection including the possible acquisition of this and/or other properties
 - There are a series of properties around this area that may be nearing redevelopment in the future, so considering land use changes with roadway changes is critically important to the City of Edgewood
 - The City is considering annexing a series of properties from Orange County at Oak Water Estates, the Powell Cemetery, and possibly some properties on the south side of Hoffner Avenue
- **Neighborhood Issues**
 - How will changes affect them, i.e. property values
 - Access to Orange Avenue from neighborhood streets
 - There is a bit of planning fatigue among residents because many past projects have not yielded results
- **Implementable Projects**
 - It's one thing to plan, but IMPLEMENTATION is focus.
 - Previous plans (ULI report, 2001 Glatting Jackson plan) have not been implemented
 - Recommendations should be adopted in applicable documents (Comp Plan, CIP, zoning code, etc.)
 - Recommendations should also be structured in short-, mid-, and –long term strategies with potential for applicable funding sources
- **Funding Limitations**
 - City has limited annual budget (< \$2 million)
 - The City has recently spent \$300K for a rail Quiet Zone study and \$176K for a part of the Holden/Gatlin Intersection Study – so they are invested in the corridor
 - Even small-scale improvements could cause a financial burden for the City
 - It is important to identify and utilize available funding sources and implementation partners

Project Logistics

- Project Visioning Team (PVT) – Ellen Hardgrove will serve as City's representative
- Stakeholder Outreach
 - City will provide list for stakeholder interviews

- Edgewood Farmer's Market held Thursday evenings – the City would be willing to man a booth with information about the project to show residents
- City has Facebook page, a Nextdoor Neighborhood website, and newsletter published three times a year
- City has list of HOA President contacts for distribution of project materials
- CPH is the lead engineering/landscape architecture firm for the City right now and has helped implement some projects
- First Public Meeting / City Council Meeting
 - Planned for Tuesday, October 20th, at 6:30pm

Action Items

- Schedule first Project Visioning Team Meeting - Kittelson
- Prepare notice for October 20 public meeting – Kittelson and City
- Send notifications to community for October 20 public meeting – City
- Provide list of potential stakeholder interviews - City

City of Edgewood

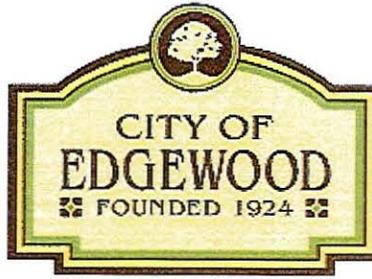
2016 ELECTION CALENDAR

The City of Edgewood's Municipal Election is March 15, 2016

The Election Corresponds With the Florida Presidential Preference Primary

DATE	EVENT
Tuesday, October 20, 2015	Council to announce date of election / election notices posted at City Hall (required at least 75 days prior to election day).
Friday, October 23, 2015 & Friday, October 30, 2015	Notice of Election ad to be published
Tuesday, November 24, 2015	Last day to resign to run for city council seat [if applicable pursuant to <i>Florida Statute 99.012</i>] (at least 10 days before first day of qualifying)
Friday, December 4, 2015	Qualifying begins at 9 a.m. (City Hall closes at noon on Fridays)
Friday, December 18, 2015	Qualifying ends at 12 noon
Tuesday, February 16, 2016 (due to 29 th day falling on holiday)	Last day to register with Orange County Supervisor of Elections in order to vote in March 15, 2016 election [must be registered 29 days before election]
Friday, February 19, 2016 12:00 NOON	Campaign Treasurer Report due (25 days prior to election) [G1 Report/ February 1 – February 12, 2016]
Friday, March 4, 2016 12:00 NOON	Campaign Treasurer Report due (11 days prior to election) [G2 Report/February 13 – 26, 2016]
Friday, March 11, 2016 12:00 NOON	Campaign Treasurer Report due (4 days prior to election) [G3 Report/February 27 – March 10, 2016]
Tuesday, March 15, 2016	General Election for the City of Edgewood
TBD	Newly elected council members take office
Monday, June 13, 2016	Campaign Treasurer Report due (TR Report/ 90-day termination)
LAST DAY TO RECEIVE CAMPAIGN CONTRIBUTIONS PRIOR TO THE MARCH 15, 2016 ELECTION IS MIDNIGHT, THURSDAY, MARCH 10, 2016, §106.08(3)(a)	

Offices Open – The seats currently held by Council Members Pam Henley, Michael Hendrix and Dan Drummond. When more than one office is being voted on such as that of council seats, those candidates receiving the highest number of votes shall be deemed elected. Accordingly, the three candidates receiving the highest number of votes shall be elected.



CITY COUNCIL BUDGET WORKSHOP MINUTES

Monday August 17, 2015

CALL TO ORDER

Council President Pro Tem Drummond began the workshop at 6:30 p.m.

Attendees:

Mayor Ray Bagshaw
Council President Pro Tem Dan Drummond
Mike Hendrix, Council Member
Pam Henley, Council Member
Neil Powell, D.D.S, Council Member

Absent:

John Dowless, Council President

Staff:

Bea Meeks, City Clerk
Chris Francisco, Police Chief
Shannon Patterson, Police Clerk/Accreditation Manager
Sgt. John Freeburg
Sgt. Vince Jackson

Council President Pro Tem Drummond referred to Mayor Bagshaw to present the budget. Mayor Bagshaw asked if there were any questions.

QUESTIONS/COMMENTS:

- Council President Pro Tem Drummond noted that the funds for red light cameras can be eliminated at any time.
- Mayor Bagshaw provided Council Members with a copy of his worksheet that he used in preparing the budget.

- Noted that the GATSO fee was re-negotiated and decreased from \$13,000 to \$12,000.
- Chief Francisco said the City takes a loss on the general citations (this does not include red light tickets).
- Council Member Henley said if the millage rate is kept at 4.7, \$283,300 would have to be pulled from reserve.
- Mayor Bagshaw said that there are non-re-occurring expenses that will not be in the 16/17 fiscal year budget.
- Mayor Bagshaw said the life expectancy of a road is 15 years.

CITY HALL:

- Discussed the Administrative Assistant's proposed salary as it relates to proposed federal legislation regarding exempt employee's salary.
- Mayor Bagshaw and City Clerk Meeks provided reasons overtime will need to be increased if the Administrative Assistant's salary is not increased.
- Mayor Bagshaw confirmed for Council Member Hendrix that President Obama's proposed law regarding exempt employees and salaries will not affect the Police Department.
- Council Member Henley asked Council to consider breaking the raises into phases during the fiscal year.
- Council President Pro Tem Drummond asked about the copier rental. Mayor Bagshaw said it is based on the rental fee and overage on black and white copies and color copies.
- Discussed Council's travel/training budget, including having the appropriate funds for the Mayor's travel.
- Council Member Hendrix questioned capital outlay and what is planned for the 15/16 fiscal year. Mayor Bagshaw said the City Hall renovations will be for ADA compliancy.
- In discussion regarding donations, Mayor Bagshaw noted that the donation made to Friends of the Park in the current fiscal year, in the amount of \$1000, went to operational expenses.

POLICE DEPARTMENT:

- Chief Francisco said delete the line item for Part Time Clerk/Reference Red Light Cameras (\$12,480).
- Council President Pro Tem questioned the Police Clerks' salaries. Chief Francisco said last year he requested more pay, and Council agreed to give half, and the other half this year. Chief Francisco said that the Assistant Police Clerk is getting her analytical certification and so she will be signing a three-year agreement with the City.
- In response to Council President Pro Tem Drummond, Chief Francisco said the only future staff addition to the Police Department he recommends is a "number two position".
- Chief Francisco said that what the Council sees is the base salary.
- Chief Francisco said the overtime pay was cut down because of bringing a new police officer on staff. He said officer's court time can be comped out. Chief Francisco said he is working on reducing PTO time too. He said that if an officer had to take extended time off, this would change the court time.
- Council Member Henley said it was discussed in the last workshop to structure the fingerprinting time. She said if this was done, the Police Department would not need a part-time person.

Mayor Bagshaw said the part-time person does more than fingerprinting and red light camera work.

ACCOUNTING:

- Council Member Henley said she thought when the \$35,000 was approved for accounting; the budget would be prepared by the Accounting staff. Mayor Bagshaw said the \$35,000 was for McDermitt to do the accruals.
- Council Member Henley said she would like to see a budget comparison, showing the variance between the two budgets.
- In response to Council President Pro Tem Drummond, Council Member Hendrix said that someone can be hired in-house to do what McDermitt does.
- Mayor Bagshaw explained that he doesn't have access to Sage/Peachtree because he doesn't have the license for his computer.

POLICE DEPARTMENT:

- Chief Francisco explained for Council Member Powell what "court time" is.
- Regarding "Professional Services Testing/Evaluation", Chief Francisco explained the Collective Bargaining Agreement's requirement for "fit for duty" exams. The funds also include accreditation.
- In response to Council Member Hendrix, Chief Francisco said he would like to replace one to two vehicles every year.

OTHER:

- In response to Council Member Hendrix, Mayor Bagshaw said that the legal fee increase included work on the sign code and the law firm's increase.
- Council members were provided with spreadsheets that were not included in the packet; the new spreadsheets increased the bottom line a \$150,000.
- Chief Francisco said that there was no agreement made with outside agencies for the live scan.
- Chief Francisco confirmed his higher expenses were training, a police vehicle, fit for duty physicals and laptop computers.
- Mayor Bagshaw said he knows three neighborhoods that wanted funds from the Neighborhood Grants this fiscal year but they didn't turn in all the paperwork he requires. He said they plan to submit in the 15/16 fiscal year.
- Mayor Bagshaw explained the roads and streets fund budget of \$300,000. He also referred Council to the 5 year Capital Improvement Plan projection
- Council President Pro Tem Drummond said that the budget variance is \$600,000

Mayor Bagshaw said that the budget will be re-formatted and he will make sure formulas are correct.

Council President Pro Tem Drummond said the City has no debt. He said as badly as he hates to see spending money on an annual basis but for capital outlay, he is okay with using the reserve funds for capital improvements. He said he doesn't mind having a line of credit with the bank. He said it doesn't

necessarily mean having the millage at 5.5000 mills but not 4.7000 either. Mayor Bagshaw asked what Council wanted for the millage rate.

Council President Pro Tem Drummond said that one of the things that have not been discussed is an assistant for the Mayor. If Council wants an assistant for the mayor, is this a good time to put funds in the budget. Mayor Bagshaw said that he thinks an assistant is more in line with having a City Manager. He said the City can get by this year, but need to think about next year.

ADJOURNMENT:

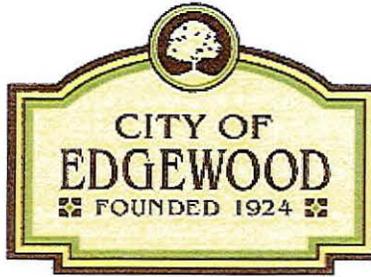
Having no further comments or discussion, the budget workshop adjourned at 9:57 p.m.

ATTEST:

John Dowless
Council President

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

DRAFT



CITY COUNCIL REGULAR MEETING MINUTES
Tuesday, August 18, 2015

CALL TO ORDER

Council President Pro Tem Drummond called the Edgewood City Council regular meeting to order at 6:30 p.m.

The following attendance is noted:

CITY COUNCIL MEMBERS

Ray Bagshaw, Mayor
Dan Drummond, Council President Pro Tem
Neil Powell, D.D.S., Council Member
Mike Hendrix, Council Member
Pam Henley, Council Member

ABSENT

John Dowless, Council President

STAFF

Bea Meeks, City Clerk
Chris Francisco, Police Chief
Drew Smith, City Attorney
Shannon Patterson, Police Clerk/Accreditation Manager
Chris Meade, Detective
Sgt. John Freeburg
Sgt. Vince Jackson

City Clerk Meeks announced that Council President Dowless was absent however, there was a quorum. City Clerk Meeks requested a Motion to excuse Council President Dowless' absence.

Council Member Powell made the Motion to excuse Council President Dowless from the meeting; Seconded by Council Member Hendrix. Unanimously approved (4/0).

CONSENT AGENDA

1. Review and Approval of Minutes

- July 21, 2015 Regular City Council Meeting Minutes

City Clerk Meeks said that prior to the meeting Council Member Hendrix requested a correction to the minutes. She presented the following correction:

Mayor Bagshaw noted that Council Member Hendrix has expressed an interest in having a full-time accounting person. The Mayor said having a full time accounting person will eliminate the contract with McDermitt and the part time position in City Hall. Council Member Hendrix explained his reasons for wanting a full-time accounting person. His reasons included full accounting responsibility for the city, coordinate budget process for all departments, point person for audit, relieve Mayor of certain finance functions, i.e. banking responsibilities, assist with archive project, City Hall coverage, identify cost saving opportunities and research possible governmental accounting software for future migration from Peachtree. At the conclusion of the discussion, Mayor Bagshaw said he will provide a comparison for hiring a full-time accountant versus continuing services with McDermitt.

City Clerk Meeks said that Council President Pro Tem Drummond requested the following correction:

Council President Pro Tem Drummond said that 5.2 mills translate to a 17.8% increase. He said he can live with that if it will open up the discussion for the millage rate.

Council Member Powell made the Motion to approve the Minutes with correction; Seconded by Council Member Hendrix. Unanimously approved (4/0).

- August 3, 2015 City Council Budget Workshop Minutes

Mayor Bagshaw requested the following correction:

(5) Mayor Bagshaw will provide a current year budget forecast (YTD actual thru July 2015 and budget for remaining months) to proposed budget comparison.

Council Member Powell made the Motion to approve the Minutes with correction; Seconded by Council Member Henley. Unanimously approved (4/0).

PRESENTATIONS

Mayor Bagshaw presented a Mayoral Proclamation recognizing September 17-23, 2015 as “Constitution Week 2015”

ORDINANCES

None.

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

None

NEW BUSINESS

None.

UNFINISHED BUSINESS

None

GENERAL INFORMATION (No action required)

None.

CITIZEN COMMENTS

None.

BOARDS & COMMITTEES

None.

STAFF REPORTS

City Attorney

City Attorney Smith said that in the recent Code Enforcement hearing there were some issues with the Code regarding the definition of yard; it conflicted with other parts of the Code. City Attorney Smith said he would like to move forward and do cleanup to this part of the Code. ***Council Consensus to move forward with the request.***

Council President Pro Tem Drummond expressed his appreciation of the Police Department for their representation at his brother’s funeral.

Police Chief

Chief Francisco gave a PowerPoint presentation of his monthly report.

City Clerk:

No report.

MAYOR & COUNCIL REPORTS

Mayor Bagshaw:

No report.

Council President Dowless:

Absent.

Council Member Powell:

No report.

Council Member Henley:

No report.

Council Member Hendrix:

No report.

Council Member Drummond:

Council President Pro Tem Drummond said that a workshop is scheduled for August 26, 2015 at 4 p.m. Mayor Bagshaw noted that the packets that were delivered to Council Members and highlighted some of the changes that were made to the budget. Council President Pro Tem Drummond said that the time on the revised budget is incorrect; the Mayor actually worked till 12:46 a.m. and not p.m.; noting the long hours the Mayor spent working on the budget. Mayor Bagshaw explained to Council a discussion he had with Elden McDermitt regarding the accounting services McDermitt-Davis provides to the City. Mayor Bagshaw said that he learned from Elden that part of the problem with the City trying to forecast is that the City's revenues are 30 to 45 days behind. He said McDermitt can build the City a budget with forecasting for an additional fee of \$500.00 to \$1000.00. He said the fee for the budget and forecasting will not affect the City's accounting budget. Mayor Bagshaw said staff will be attending a web conference on August 24th for an assessment of the City's accounting software. Mayor Bagshaw explained how the City can add licenses for use of the accounting software (Sage/Peachtree). He said as a result of his discussion with IT personnel Scott Zane, the City is adding two more license for use in Sage.

Mayor Bagshaw said the budget has been cut as much as it can be cut. He asked Council to set a millage rate so that it can be finalized.

Council President Pro Tem Drummond said that reserve is nice and he has no problem using it as long as it isn't taken to run the operations of the City. He said Council should consider taking part of the money from reserves to cover the shortfall (\$150,000) and the other part could be a tax increase. He said he has re-thought what he said in the August 17, 2015 budget workshop.

Council Member Henley questioned the non re-occurring expenses in the 15/16 fiscal year budget. Council President Pro Tem Drummond said it is \$175,400. Mayor Bagshaw said the \$20,000 for City Hall renovations for ADA is a one-time expense and should be added to the \$175,400. Mayor Bagshaw said there is a concern about raising the millage rate because the City is looking at doing some annexations.

Council President Pro Tem Drummond said that the Mayor needs to start being reimbursed for his travel, or be provided with a car.

In response to Mayor Bagshaw, City Attorney Smith said Council can agree to a minimum in reserve but if it is not established by Ordinance, they are not held to the minimum.

Resident Bob Olsen said he thinks Council needs to look at the big picture. He said as a tax payer, he would rather have small doses of a tax increase than a big increase. In response to Council President Pro Tem Drummond, he said no one wants their taxes raised but if it is money being spent responsibly, he is okay with that.

Council President Pro Tem Drummond said that in the past, work was not being done which was how the reserve was increasing. Now work is being done and it is costing more.

Council Member Powell said that he is willing to have the millage at 5.2 mills. Council Members were provided with a two page revision to the budget for their consideration and in preparation of the August 26, 2015 workshop.

Council Member Hendrix said he still feels very strongly about having an in-house accounting person. He said he feels that it is more beneficial to the Mayor and City Hall to have someone in-house to do accounting. He said there are things in the budget that he thinks are not as important as having an in-house accountant. City Clerk Meeks expressed her feelings and asked "can we just keep a process in place long enough to see if it is going to work". Council President Pro Tem Drummond said the \$35,000 can cover a part-time person, if that is a direction that the City wants to go. *No action was taken.*

8:28 p.m. Powell/Hendrix

ADJOURNMENT

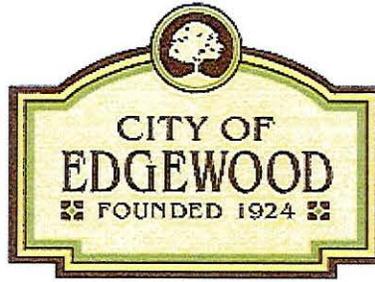
Having no further business or comments, the meeting adjourned at 8:28 p.m. following **the Motion of Council Member Powell; Seconded by Council Member Hendrix.**

Dan Drummond
Council President Pro Tem

ATTEST:

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

Approved by Council on _____.



**CITY COUNCIL BUDGET WORKSHOP MINUTES
Monday August 26, 2015**

CALL TO ORDER

Council President Pro Tem Drummond called the workshop to order at 4:04 p.m. City Clerk Meeks noted the Council Members in attendance, along with support staff.

City Council Attendees:

Ray Bagshaw, Mayor
Dan Drummond, Council President Pro Tem
Neil Powell, DDS, Council Member
Pamela Henley, Council Member
Michael Hendrix, Council Member

Absent:

John Dowless, Council President

Staff Attendees:

Bea L. Meeks, City Clerk
Chris Francisco, Police Chief
Shannon Patterson, Police Clerk/Accreditation Manager
Sgt. Vince Jackson
Sandy Repp, Administrative Assistant

Council President Pro Tem Drummond referred to Mayor Bagshaw to see if there were any changes made to the proposed budget since the last workshop. Mayor Bagshaw pointed out that revenues are still coming in, and said this is difficult when you are putting a budget together. Mayor Bagshaw said this can be a problem with the spreadsheet that Council Member Hendrix prepared because it is a forecast. In response to Council Member Powell, Mayor Bagshaw explained foreclosures and how the City recoups their money.

In response to Council Member Hendrix, Mayor Bagshaw said that the red light camera funds are only shown in his forecast. He said he pulled the funds out of the budget so Council could see what the

shortfall could be. He said if Council decides to stay at a 4.7000 millage rate, the reserve would be roughly 65%.

Council President Pro Tem Drummond explained to attendees that there was a council discussion about the amount of reserve to maintain.

Council Member Henley is in attendance (4:24)

Mayor Bagshaw said the struggle is verifying that Council is comfortable with the numbers and increasing reserve. He reminded Council Members that there will be some non-reoccurring budget items in the next fiscal year, just as there are in the current fiscal year. Mayor Bagshaw explained the difference in the ad valorem to the City based on the different millage rates. Council President Pro Tem Drummond said resident's taxes are still going up because the value of homes increased approximately 12%. Mayor Bagshaw confirmed that if \$587,911 of cash reserve is used, that leaves reserve at 61%.

In response to Council President Pro Tem Drummond, Chief Francisco said he had no changes to make to his budget.

Mayor Bagshaw said he has no problem with changing the format of the budget; he just needs to know in advance if Council has a different format preference. He said he talked to Sage (f/k/a Peachtree) representatives and they confirmed for the Mayor that a lot of the accounting functions that would be useful to the City, Sage does not have the capability. Council Member Hendrix said Sage offers a fund accounting software.

Council President Pro Tem Drummond said he likes Council Member Hendrix' spreadsheet; he said he would like to see percentages. Council Member Hendrix said that can be done.

Council President Pro Tem Drummond made reference to the comparison that Chief Francisco did using local communities' budget.

Council President Pro Tem Drummond polled Council and residents on what they think the millage rate should be:

Residents:

Lee Chotas commended the Mayor, staff and Council for their work on the budget. He said he likes setting money aside for roads. He said he supports a 5.0 millage because he thinks the 4.7 is stretching things.

Resident Bob Olsen said increasing the millage rate is not going to affect him.

Resident Roxanna Sigler thanked Council President Pro Tem Drummond for asking. She said she does not want to change the 4.7000 millage rate.

Council Members:

Council Member Henley: Maintain the 4.7000.

Council Member Powell: 5.2000 mills. Council Member Powell said he doesn't want to take reserve too low. He said he believes quality of life in this community means something even if it takes a few more of his dollars.

Council Member Hendrix 5.000 - 5.2000 millage rate: He said he has talked to some residents and they don't have problems with a tax increase because they see the improvements being made to the City. He said having a high 60 percent reserve makes him feel good.

Mayor Bagshaw: Mayor Bagshaw said he heard a lot of what Council Member Hendrix said, as he has talked to residents too. He said incremental increases do not hurt as much as a full mill increase. He said other comments he received is that residents are use to a certain quality of life. He said he can make the budget work at 4.7000 mills. He said he would hate to go above 5.0000 mills. Mayor Bagshaw reiterated that he can make it work at 4.7000 mills but 5.0000 mills would make it easier.

Council President Pro Tem Drummond: Said he would like to keep the reserve at 62%. He said he thinks the millage should go up so that a future council doesn't have to make a big jump.

Council Member Henley: Said she would like to keep the millage under 5 mills. She said the City needs to keep itself attractive as it relates to annexation.

It was the consensus of Council to move forward with 4.95 mills in the budget hearing on September 8, 2015.

Mayor Bagshaw confirmed for Council Member Hendrix that the City is insured by FDIC. Mayor Bagshaw explained the City's banking relationship.

ADJOURNMENT:

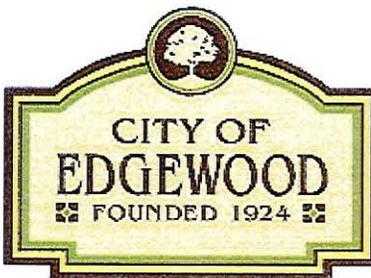
Having no further comments or discussion, the budget workshop adjourned at 6:05 p.m.

Dan Drummond
Council President Pro Tem

ATTEST:

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

Approved by City Council on _____



**CITY COUNCIL SPECIAL MEETING MINUTES
Tuesday, September 8, 2015**

Council President Dowless opened the special City Council meeting at 6:30 p.m.

The following attendance is noted:

Attendees

Ray Bagshaw, Mayor
John Dowless, Council President
Neil Powell, DDS, Council Member
Pam Henley, Council Member
Michael Hendrix, Council Member
Dan Drummond, Council Member

Staff

Bea L. Meeks, City Clerk
Chris Francisco, Police Chief
Drew Smith, City Attorney
Shannon Patterson, Police Clerk/Accreditation Manager
Sgt. Vince Jackson
Sgt. John Freeburg

CONSENT AGENDA

- Gatlin-Orange Avenue Project

Mayor Bagshaw referred to the memo provided in Council Member's agenda packet. Mayor Bagshaw noted that Council Members previously gave consensus approval for the Gatlin-Orange Avenue Project however, he now needs formal approval. He said that as the project continues to progress, it is estimated to cost \$175,000.

Council Member Drummond made the Motion to approve the consent agenda/Orange Avenue Project; Seconded by Council Member Hendrix. Unanimously approved (5/0)

ORDINANCES – FIRST READING & PUBLIC HEARING

ORDINANCE NO. 2015-06: 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 2015/2016, BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith read Ordinance 2015-06 in title only.

Council Member Powell gave the following motion:

I move to adopt Ordinance No.2015-06 setting the City of Edgewood's millage rate for fiscal year 2015/2016 at 4.9500 mills which represents a 11.07 percent increase over the roll-back rate of 4.4568 mills; Seconded by Council Member Hendrix.

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

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

Resident Lee Chotas thanked the Mayor and Council for presenting a transparent budget and keeping taxes low.

City Clerk Meeks announced that the second and final reading and public hearing is September 21, 2015.

Public Hearing/Adoption of the Tentative Budget – FY 2015/2016

Council President Dowless made the Motion to adopt the tentative budget for the 2015/2016 fiscal year; Second by Council Member Henley.

In response to Council President Dowless' request, Mayor Bagshaw explained the changes in the budget that resulted in members receiving a new Page 4 to the budget. Council President

Dowless complimented the Mayor and Council Members for working so hard on the budget in his absence. City Clerk Meeks requested a roll call vote.

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

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

UNFINISHED BUSINESS

- Certificate To Non-Ad Valorem Assessment Roll

City Clerk Meeks referred Council to the memo provided in their agenda packet regarding the non-ad valorem assessment, and noted that Council previously approved no increase in the non-ad valorem assessment therefore, the assessment remains at \$292.96 per unit. There were no questions or comments from Council Members or the public.

Council Member Drummond made the Motion to approve the non-ad valorem assessment; Seconded by Council Member Henley. Unanimously approved (5/0)

ADJOURNMENT

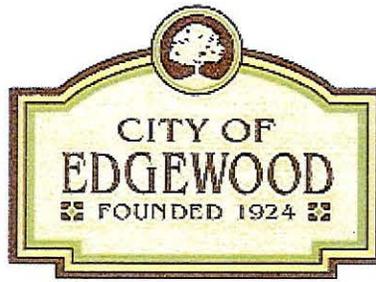
Having no further business or comments, the meeting adjourned at 8:19 p.m. following ***the Motion of Council Member Powell; Seconded by Council Member Hendrix to adjourn.***

ATTEST:

John Dowless
Council President

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

Approved by Council on



**CITY COUNCIL SPECIAL MEETING MINUTES
Tuesday, September 21, 2015**

CALL TO ORDER

Council President Dowless opened the special City Council meeting at 6:30 p.m.

The following attendance is noted:

Attendees

Ray Bagshaw, Mayor
John Dowless, Council President
Neil Powell, DDS, Council Member
Pam Henley, Council Member
Michael Hendrix, Council Member

Absent

Dan Drummond, Council Member

Staff

Bea L. Meeks, City Clerk
Chris Francisco, Police Chief
Drew Smith, City Attorney
Administrative Assistant Sandy Riffle
Shannon Patterson, Police Clerk/Accreditation Manager
Sgt. John Freeburg

City Clerk Meeks reported that Council Member Drummond would not be at the meeting, as he is out of the Country. City Clerk Meeks requested a Motion to excuse Council Member Drummond's absence.

Council Member Powell made the Motion to excuse Council Member Drummond from the meeting; Seconded by Council President Dowless. Unanimously approved (4/0).

Council President Dowless requested to change the order of the agenda and add a 14/15 budget amendment. Council President Dowless said that he wanted to get the market analysis paid for in the 14/15 FY budget. He said this is the first step in the process provided by the Urban Land Institute. Council President Dowless provided Council with a summary of the proposal (previously provided in another Council meeting). Mayor Bagshaw asked Council President Dowless to explain reimbursable expenses. It was agreed that Mayor Bagshaw and Council President Dowless will get Florida Economical Advisors to provide what reimbursable expenses are. Council Member Henley thought the first step was finding out what the residents/public wanted. Council President Dowless said the market analysis will help the City in getting an idea of what they want and the analysis will provide if the vision is feasible. Council President Dowless said that the analysis will be for highest and best used based on the City's best economic potential. Council Member Henley said she is concerned because she thought the City needed public support first. Council President Dowless noted that a visioning hasn't been established to provide to the public for their support. Mayor Bagshaw noted that in the past, the City has gone through this process and then stopped. He said the final step in this process is to get a company to go out and market the City. The Mayor said he wanted Council to understand that this is an ongoing process and if you stop during the process then it breaks the link. Mayor Bagshaw said he thinks the City is looking at expending a maximum of sixty thousand dollars in the next three years. He said until the market analysis is done the City may find they don't want to go any further. City Attorney Smith said include the funds for Council President Dowless' proposal in the current 14/15 fiscal year budget, create a line item and then roll-over the unused funds into 15/16 fiscal budget.

Resident Ella Slesnick asked what would be the benefit to the residents to do the analysis. Council President Dowless explained the Urban Land Institute's involvement with the market analysis. Council President Dowless said the back door into the City looks good but the front door needs improvement. Mayor Bagshaw explained that redevelopment can increase property values. Mrs. Slesnick said it sounds like a win-win situation.

Council President Dowless made the Motion to amend the budget to approve funds not to exceed \$10,000; Seconded by Council Member Henley. Unanimously approved (4/0).

ORDINANCES – FIRST READING & PUBLIC HEARING

- **Ordinance 2015-07** - AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA AMENDING SECTION 62-57 (REGULATION STANDARDS OF DISABLED VEHICLES) OF THE CITY OF EDGEWOOD CODE OF ORDINANCES TO CLARIFY THE LOCATIONS AND CIRCUMSTANCES IN WHICH DISABLED VEHICLES MAY BE PARKED ON THE SIDE OR REAR OF A STRUCTURE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

City Clerk Meeks provided the first reading of Ordinance 2015-07. City Attorney Smith explained that the Ordinance cleans up some discrepancy of structures and lot lines and distinguishes the definition for "yard". Mayor Bagshaw said the Ordinance was cleaning up some issues that Code Enforcement had concerns with and needed clarity.

Council Member Powell made the Motion to approve the first reading of Ordinance 2015-07; Seconded by Council President Dowless.

Council President Dowless opened for public hearing. There were no comments from the public.

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

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

ORDINANCE NO. 2015-06: 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 2015/2016, BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Meeks provided the second/final reading of Ordinance 2015-06.

Council Member Powell made the following Motion to approve the second/final reading of Ordinance 2015-06;

I move to adopt Ordinance No. 2015-06 setting the City of Edgewood's millage rate for fiscal year 2015/2016 at 4.9500 mills which represents a 11.1 percent increase over the roll-back rate of 4.4568 mills; Seconded by Council Member Hendrix.

Council President Dowless opened for public hearing. There were no comments from the public.

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

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

- **RESOLUTION 2015-02: A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2015/2016, BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE**

City Clerk read Resolution 2015-02 in title only.

Council Member Powell made the following Motion to approve Resolution 2015-02:

I move to adopt Resolution No. 2015-02 adopting the City of Edgewood's budget for fiscal year 2015/2016. Seconded by Council Member Hendrix.

Council President Dowless opened for public hearing. There were no comments from the public.

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

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

Mayor Bagshaw confirmed that the City's reserve is at about 61/62% with the new budget.

Resident Les Slesnick asked "how do you explain to residents why taxes are raised"? Mayor Bagshaw explained what the County's millage is for public schools, which is the highest tax to residents, and the Sheriff's Department. Mayor Bagshaw said the City has really held the line in the increase of taxes.

ADJOURNMENT

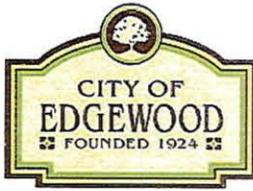
Having no further business or comments, the meeting adjourned at 7:33 p.m. following **the Motion of Council Member Henley; Seconded by Council Member Hendrix.**

John Dowless
Council President

ATTEST:

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

Approved by Council on



City of Edgewood, Florida

City Council Agenda Memorandum

Agenda Item: Amendment to
Waste Management
Agreement

Agenda Date: October 20, 2015

Originated by: City Clerk Meeks

**Agenda
Placement:** Consent Agenda (3)

Explanation:

The City of Edgewood's solid waste collection is provided by Waste Management. Compensation to Waste Management from the City is adjusted upward or downward depending on the consumer price index (CPI). The City's CPI measurement is from December to December. Waste Management is requesting the City's consideration to change the CPI measurement to October to October.

Under the current CPI measurement, the annual measurement is difficult to measure and is subject to estimating.

Financial Impact:

Contingent on the CPI and the affect it has on collection rates.

**Requested action
to be taken
by Council:**

Review and consider the Third Amendment to Solid Waste Service Agreement. Jose Boscan (WM) will be attending the meeting and prepared to answer questions.

**Staff
Recommendation:**

Approve the Amendment and authorize Mayor Bagshaw to sign.

Attachments:

Third Amendment to Solid Waste Service Agreement

THIRD AMENDMENT TO SOLID WASTE SERVICE AGREEMENT

This Third Amendment to Solid Waste Service Agreement is made and entered into on this ____ day of _____ 2015, by and between CITY OF EDGEWOOD, acting by and through its City Council, hereinafter referred to as "City", and WASTE MANAGEMENT INC. OF FLORIDA., hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, the City and Contractor are parties to that certain Solid Waste Service Agreement dated March 30, 2001 (the "Agreement"); and

WHEREAS, on August 24, 2004, the Agreement was amended by that certain Amendment to Solid Waste Service Agreement (the "First Amendment") providing for certain services in the event of a disaster event; and

WHEREAS, on January 3, 2006, the Agreement was amended by that certain Second Amendment to Solid Waste Agreement (the "Second Amendment") providing for for an extension of the term, dealing with construction and demolition debris collection among other modifications; and

WHEREAS, the City desires to amend Section 10.2(a) of the Agreement to provide that the percentage change in CPI is calculated using October of the prior year and October of the current year; and

WHEREAS, the City and Contractor desire to make the above modification.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

1. Recitals. The foregoing recitals are agreed by the parties to be true and correct in all respects. Capitalized terms herein shall have the meanings set forth in the Agreement.

2. Section 10.2 (a) is amended to read as follows:

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the consumer price index (CPI) for all urban consumer items as published by the U.S. Department of Labor, Bureau of labor Statistics. For residential service, the compensation will be adjusted annually, on the anniversary date of this Agreement, to reflect the net change (increase or decrease) in collection rates measured by the percentage change from October of the prior compared to October of the

current year. Commercial service rates shall be adjusted per attachment (A) of this agreement.

3. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

ATTEST:

CITY:

By: _____

By: _____

Title: _____

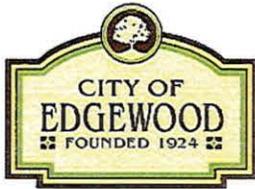
Title: _____

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Title: _____



City Council Agenda Memorandum

Agenda Item: SOE Agreement

Agenda Date: October 20, 2015

Originated by: City Clerk Meeks

Agenda Placement: Consent Agenda (3)

Explanation:

The City of Edgewood's municipal election will be held on March 15, 2016, along with the Presidential Preference Primary. Coordination of the election will be done through the Orange County Supervisor of Elections Office (SOE). For this reason, Council is being presented with an Agreement for the services provided by the SOE office.

Financial Impact:

In the 2015/2016 fiscal year budget, \$3000.00 was approved in the budget for the City of Edgewood's election. Because Council agreed to hold the municipal election with the Presidential Preference Primary; the fiscal impact of the election is not as great as it is when the City has a stand-alone election.

Requested action to be taken by Council:

Review and consider SOE Agreement

Staff Recommendation:

Approve Mayor Bagshaw to execute the Agreement

Attachments:

SOE Agreement



**2016
VOTE PROCESSING EQUIPMENT
USE AGREEMENT AND
ELECTIONS SERVICES CONTRACT
FOR MUNICIPAL ELECTIONS**

This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the **City of Edgewood, Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").

RECITALS:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, All vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein.

SECTION 2. Agreement. SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a General Election to be held on Tuesday, March 15, 2016 in conjunction with the Florida Presidential Preference Primary, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

SECTION 3. Operation and Programming Services.

*Paper Ballot Voting Equipment For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of all DS200 tabulators and Seventy-five Dollars (\$75.00) for each additional tabulator that is identically programmed. For early voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance and operation of each DS200 tabulator that is identically programmed and operated as the DS200 tabulators that are programmed for Election Day.

*ADA Voting Equipment For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of all ADA Voting machines and Seventy-five Dollars (\$75.00) for each additional ADA Voting machine that is identically programmed. For early voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance and operation of each ADA Voting machine that is identically programmed and operated as the machines that are programmed for Election Day.

*Absentee Counting Equipment For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the program, maintenance and operation of the M650 Absentee Ballot Counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high speed ballot counting equipment and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars (\$50.00) per hour.

*Voter Check In Equipment For each election, MUNICIPALITY shall pay SOE Seventy Five Dollars (\$75.00) for data base set-up and maintenance of tablets used to check in voters (includes 2 ePoll books & 1 Help Desk tablet per precinct) each E-poll Book (minimum two per polling place). Additionally, a charge of \$41 per precinct for Internet air card access per precinct.

Repairs For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or laptops, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

*Not Applicable for this election cycle

SECTION 4. *Additional Early Voting Services for Off-Site Locations For Non-Ballot-on-Demand Method

Tablets For each early voting site other than the Office of the SOE, MUNICIPALITY shall pay SOE Three Hundred and Seventy-Five Dollars (\$375.00) for the program and operation of each ePoll book tablet deployed per site. Such service fee includes the downloading or uploading of any necessary data. An additional \$75 per additional check-in tablet and \$41 for Internet air cards will be charged per location. These charges are per election.

Printers For each early voting site other than the Office of the SOE, MUNICIPALITY shall pay SOE One Hundred and Seventy-Five Dollars (\$175.00) for the programming, configuration and set-up of any connected printer. These charges are per election.

Delivery For each early voting site other than the Office of the SOE, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the delivery, set-up and/or pick-up of any early voting equipment. These charges are per election.

SECTION 5. *Other Election Charges.

Supplies For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars (\$150.00) for each precinct and each Early Voting site. MUNICIPALITY shall return precinct supplies to Office of SOE no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.

PAPER PL/PR For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print and bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third party vendor to perform the requisite printing and binding services.

Telephone For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third party telecommunications provider for the set-up, activation, use and deactivation of any telephone lines or cell phone costs which in the SOE's sole discretion are necessitated at any voting site. There will also be a \$5 per polling place fee for the wireless modeming of Election results. Selection of the third party telecommunications provider shall be at the sole discretion of SOE.

Indexes For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE Nine Dollars (\$9.00) as a set-up services fee plus

*Not Applicable for this election cycle

Twenty-five Cents (\$.25) for each printed page.

Absentees For each election, MUNICIPALITY shall pay SOE One Dollar with Seventy-five Cents (\$1.75) for each absentee ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE Ten Cents (\$.10) for each absentee ballot signature verified.

Early Voting MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting locations including any hours accrued by SOE staff at the Offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff each Early Voting site, in accordance with Florida law.

Notices For each election, MUNICIPALITY shall pay SOE Twenty-five Cents (\$.25) for each Notice of Election that is mailed to each eligible voter plus actual postage costs.

Fee Schedule For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.

- SECTION 6. Term. For each election, the terms of this Agreement begins with ballot layout and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.
- SECTION 7. Applicable Requirements of Florida's Election Code. MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for insuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.
- SECTION 8. Notice and Advertisement of Elections. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising

*Not Applicable for this election cycle

upon request.

SECTION 9. Qualifying of Candidates. MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay to SOE ten (10) cents per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. *Printing of Ballots and Ballot Services. MUNICIPALITY shall place an order for a sufficient quantity of ballots to include early voting, absentees, provisional ballots and precincts, with a third party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third party printer for the cost of any printed ballots or election materials.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English and Spanish including the name of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place ballot order with printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s) and replication of screen displays for the ADA voting equipment.

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer SOE shall receive, securely store and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

SECTION 11. Poll Workers. SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. SOE shall distribute all necessary supplies and ballots at poll worker training sessions. *MUNICIPALITY shall pay poll workers directly for their services at pay rates previously established by SOE.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services. MUNICIPALITY will be billed for any overtime charges incurred due to Early Voting.

SECTION 12. *Selection of Polling Places and Early Voting Sites. SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use of as a voting location. Each location shall meet necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the Office of SOE, and confirm that such locations are accessible to disabled and elderly voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet with SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than thirty-five (35) days prior to the date of the election. MUNICIPALITY shall pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

SECTION 13. *Sample Ballots. SOE shall layout, check and deliver sample ballot layout to a third party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

SECTION 14. Absentee Ballots. MUNICIPALITY shall refer all requests for absentee ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for absentee ballots by telephone, mail, or in person. SOE also agrees to mail absentee & overseas ballots as requested by registered voters, receive and securely store any voted absentee ballots, verify the signatures on any returned voted absentee ballot certificates and to account for all absentee ballots.

*Not Applicable for this election cycle

*MUNICIPALITY shall provide adequate staff assistance for the opening and handling of absentee ballots during the counting process and shall coordinate a date for the opening and counting of such absentee ballots with SOE.

SECTION 15. Transportation of Elections Equipment and Supplies. SOE will be responsible for delivery and pick up of any voting equipment. One day prior to Election Day, voting equipment will be delivered by SOE, or a third party representative of SOE. One day after Election Day, voting equipment will be picked up by SOE, or a third party representative of SOE. *MUNICIPALITY shall reimburse SOE, for any and all costs incurred for equipment delivery and pickup. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. Municipality is not permitted to deliver any elections equipment.

SECTION 16. Location and Storage of Voting Equipment. All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.

SECTION 17. *Canvassing of Election Results. MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the canvassing board activities. MUNICIPALITY shall notice and advertise, as needed, the dates of any canvassing board meetings. MUNICIPALITY shall convene the canvassing board to determine which voted absentee ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct(s).

SECTION 18. *Audits. MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

SECTION 19. *Post-Election Records Retention. SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

- SECTION 20. Voter History. MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement but both parties agree to work toward recording voter history in a timely manner.
- SECTION 21. Other Necessary Costs. Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:
- A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
 - B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.
- SECTION 22. Hold Harmless Covenant. MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents, or employees, with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.
- Parties recognize that SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by SOE for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.
- SECTION 23. Entirety and Amendments. The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

*Not Applicable for this election cycle

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

Signature

Signature

Bill Cowles
Name (Printed or Typed)

Name (Printed or Typed)

Orange County Supervisor of Elections
Title

Title

Date

Date

Witness Signature

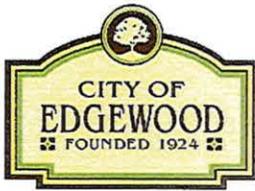
Witness Signature

Witness Name (Printed or Typed)

Witness Name (Printed or Typed)

*Not Applicable for this election cycle

Blank



City of Edgewood, Florida

City Council Agenda Memorandum

Agenda Item: Appointment of
Canvassing Board

Agenda Date: October 20, 2015

Originated by: City Clerk Meeks

Agenda Placement: Consent Agenda (4)

Explanation:

The City of Edgewood's municipal election will be held on March 15, 2016, along with the Presidential Preference Primary. Coordination of the election will be done through the Orange County Supervisor of Elections Office (SOE). Council can appoint a Canvassing Board, or refer the Canvassing Board to Orange County.

Financial Impact:

If Council agrees to refer the Canvassing Board to Orange County, there is no financial impact. If Council chooses to appoint a Canvassing Board, the cost includes the expense of the required advertising, light snack and refreshments for the Canvassing Board on election night and any other unknown ancillary costs that may occur.

Requested action to be taken by Council:

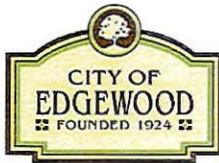
Review and consideration of referring Canvassing Board to Orange County.

Staff Recommendation:

Approval.

Attachments:

Memo from City Clerk Meeks



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

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

DATE: October 13, 2015

RE: Appointment of 2016 Canvassing Board

BACKGROUND:

Historically and pursuant to Edgewood's agreement with the Orange County Supervisor of Elections, the City of Edgewood's City Council appoints a local canvassing board to canvass absentee and provisional ballots and to certify the municipal election scheduled for Tuesday, March 15, 2016. Generally speaking, the role of the canvassing board is to make a determination as to questioned ballots (e.g. signatures do not match, etc.). The canvassing board will also need to conduct a manual audit of one randomly selected race pursuant to Section 101.591 *Florida Statutes* (i.e. hand count of ballots).

Although Edgewood's *Charter* and *Code* are silent as to the composition of the canvassing board, on the municipal level, the canvassing board typically consists of the city clerk and two members of the city council. For obvious reasons, any sitting council member who is also a candidate, cannot serve on the canvassing board. It should be noted that the canvassing board for the last two elections consisted of the City Clerk, a Council member and a resident.

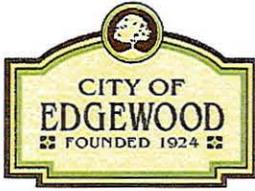
There are several times at which the canvassing board must convene.

- On election night (Tuesday, March 15, 2016), the canvassing board must meet to determine which voted absentee ballots are to be tabulated.
- On the second day following the election (Thursday, March 17, 2016) at which time, the manual audit will be conducted (generally scheduled by the Supervisor of Elections Office for 3 p.m.).
- On the second day following the election (Thursday, March 17, 2016) in order to canvass any provisional ballots and to certify election results.
- On the occasion of the Logic and Accuracy Test (Thursday, February 25, 2016 at 10 a.m.) to observe a pre-election test of the automatic tabulating equipment to ascertain that the equipment will correctly count the votes for all offices and on all measures. On this particular date, the canvassing board can designate one of its members to attend on its behalf, although all members will need to sign the test certificate.

All meetings of the canvassing board will be held at the Orange County Supervisor of Elections Office at 119 West Kaley Street, Orlando, Florida.

REQUEST

I am requesting that Council agree to piggy-back with the County's Canvassing Board for the March 15, 2016 municipal election. There are no costs associated with this request. If Council agrees to this request, as the City's Supervisor of Elections, I will still attend the canvassing board meetings noted above. If Council does not agree with this request, a Canvassing Board needs to be appointed and I will schedule the appropriate advertising that is required. Please note that Council Members Drummond, Henley and Hendrix are not eligible to serve on the Canvassing Board.



City of Edgewood, Florida

City Council Agenda Memorandum

Agenda Item: Planning & Zoning Board Recommendations **Agenda Date:** October 20, 2015

Originated by: City Clerk Meeks **Agenda Placement:** Consent Agenda (4)(5)

Explanation: The City of Edgewood’s Planning & Zoning Board met on October 12, 2015 to consider a request for a variance (Compere) and special exception (Alumitech). There were no objections to either requests or the reviewing consultants , who recommended approval.

Notice procedures were followed and no objections were received by staff. There was one letter returned undeliverable (Alumitech).

Three people spoke on behalf of Alumitech; all three were in favor of the request.

Financial Impact: No financial impact to the City. Both land use processes require an application fee and separate pass-thru fee.

Requested action to be taken by Council: Review and consider both applications.

Staff Recommendation: Accept the recommendation for approval from the Planning & Zoning Board for both applications as presented.

Attachments: Application packets for:
Marc and Shannon Compere – Variance for boat dock
Alumitech – Request for Special Exception



Memo

To: Planning and Zoning Board Members
From: Sandy Repp, Administrative Assistant
Date: October 7, 2015
Re: New Business Items – Compere Boat Dock

To aid in your review and consideration of making recommendations to move forward with your recommendation to the City Council, the following applications are provided in your agenda packet:

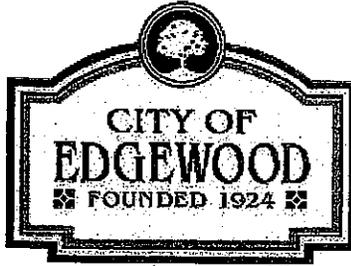
Variance 3015-03 – Compere Boat Dock

The documents provided for your review are as follows:

- Application For Variance dated May 4, 2015
- Copy of memo from City Engineer Sam Sebaali dated August 31, 2015 with recommendation to proceed to Planning and Zoning
- Additional Information (Requested by Engineer)
- Affidavit indicating no objection from Tara and Daniel Munoz at 5089 The Oaks Circle
- Request for Variance – Presentation from the Applicant dated June 11, 2015
- Copy of Notice of Public Hearing, along with address matrix
- Executive copy of sign affidavit from applicant

Administrative Assistant's Comments:

There were sixty notices mailed regarding the Application for Variance. As of the date of this memo there were no responses returned to City Hall, provided to staff or made by email.



Reference: City of Edgewood Code of Ordinances, Section 126-588
 PLANNING & ZONING BOARD
 MAKE PAYMENTS TO:
 CITY OF EDGEWOOD
 FEE: **\$350 RESIDENTIAL**
\$750 COMMERCIAL

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

PLANNING & ZONING MEETING DATE:	10/12/2015
CITY COUNCIL DATE:	10/20/2015

IMPORTANT: FILE BY THE SECOND WEDNESDAY OF THE MONTH FOR FIRST HEARING ON THE SECOND MONDAY OF THE FOLLOWING MONTH

Please note this fee is non refundable.

NOTE: Notarized letter of authorization from Owner **MUST** be submitted if application is filed by anyone other than property owner

Applicant's Name:	Albert Cichra Builders	Owner's Name:	Marc & Shannon Compere
Address:	13936 Marine Drive Orlando, FL 32832	Address:	275 Prescott Drive Orlando, FL 32809
Telephone:	407-275-8954	Telephone:	512-587-8920
Fax:	407-275-1508	Fax:	
Email:	cichra@bellsouth.net	Email:	marathonmercer@yahoo.com
Parcel ID/Legal description:	13-23-29-3364-00-019		
Zoned:	R-1AA		
Cite section of the Zoning Code from which variance is requested:	Section 14-11 (b) (1) Boat dock construction rules and regulations: Minimum side setbacks - lake and canal properties		
Existing on site:	Existing dock (to be removed)		
Request:	Remove existing dock and replace. Requesting 3' setback from south property line. Directly effected, adjacent neighbor signed a letter of no objection.		

Revised 4/27/15

1 of 3

405 Larue Avenue, Edgewood, Florida, 32809-3406
 Phone: 407-851-2920 / Fax: 407-851-7361
www.edgewood-fl.gov

To justify this variance, applicant must demonstrate the following:

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

Applicant must agree that:

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

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

AGREE:	X	DISAGREE:	
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3. Concerning Ex parte communications, the applicant shall not speak to members of the Planning and Zoning Board of the City Council prior to the public hearing related to said variance request in order that said board members shall no prejudice themselves prior to said variance request coming before the City in an open proceeding where the decision making process and determination will be in full view of the public, thereby providing due process involving a fair opportunity for the presentation of both sides of the case in an open proceeding where a record of the proceedings may be kept

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

Applicant's Signature:	<i>Renea Delfoung Anderson</i>	Date:	5/4/15
Applicant's Printed Name:	Renea Anderson; Albert Cichra Builders		
Owner's Signature:	<i>Shannon Mercer Compere</i>	Date	5/4/15
Owner's Printed Name:	Shannon Mercer Compere		

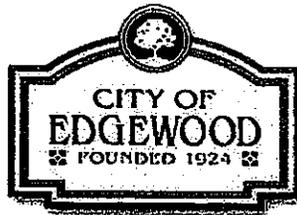
Revised 4/27/15

405 Larue Avenue, Edgewood, Florida, 32809-3406
 Phone: 407-851-2920 / Fax: 407-851-7361
 www.edgewood-fl.gov

2 of 3

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

Office Use Only	
Rec'd Date:	5/5/2015
Rec'd By:	Sandy Repp
Forwarded to:	
Notes:	



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

MEMORANDUM

TO: MS. BEA MEEKS, CITY CLERK
FROM: SAM J. SEBAALI, P.E., FLORIDA ENGINEERING GROUP, INC. - CITY ENGINEER
DATE: AUGUST 31, 2015
SUBJECT: VARIANCE FOR BOAT DOCK CONSTRUCTION – LAKE GATLIN
275 PRESCOTT DRIVE
MARC AND SHANNON COMPERE, OWNERS
FEG 11-081 - TA-15-009

Pursuant to your request, I have reviewed the revised variance justification submittal, which was received by FEG on August 28, 2015 for the proposed boat dock construction at 275 Prescott Drive on Lake Gatlin. There is currently an existing elevated walkway/uncovered deck at the subject site, which will be replaced by the proposed boat dock which includes a roof.

The initial variance justification submittal was made by the applicant on July 15, 2015 as a result of our review memo dated May 12, 2015, which requested that justification be provided for the variance request, which was originally submitted on May 5, 2015. This revised variance justification is being submitted in response to FEG e-mail correspondence with the City on August 21, 2015, which advised that the variance justification could omit portions of their previously submitted justification which is not required as justification for this variance request.

The variance application, which was originally submitted on May 5, 2015, indicates that the applicant is requesting a variance from Section 14-11(b)(1), which is for Minimum Side Setbacks-Lake and canal properties. The applicant indicated that the request is to "Remove existing dock and replace. Requesting 3' setback from south property line. Directly affected, adjacent neighbor signed a letter of no objection".

Pursuant to Section 14-11(b)(1) of the City Code, Minimum side setbacks—Lake and canal properties. Boat docks and associated structures shall have a minimum side setback of ten feet from the projected property line of abutting shoreline owners. If the side setback is less than 15 feet, then the applicant shall submit notarized, original, signed letters of no objection from the abutting shoreline property owners. The letter of no objection must identify the site plan and construction plan for the proposed dock, and a copy of the site plan and construction plan must be attached to the letter submitted to the city. For purposes of this determination, and in the absence of property lines that already project into the water body, the projected property line of abutting shoreline owners shall be construed to mean a line projecting from the shoreline into the water 90 degrees from the abutting property owner's shoreline.

The existing elevated walkway is located 12.8 ft. away from the southern abutting property line. The new proposed replacement boat dock will have a setback of 3 ft. to the southern abutting property line, as depicted on the site plan provided for review. The proposed 3 ft. setback does not meet the minimum setback requirements.

FILE: FEG 11-081; TA-15-009

As per Section 14-11(b)(1) of the City Code, the minimum required setback is 10 feet. If the side setback is less than 15 feet, then the applicant shall submit notarized, original, signed letters of no objection from the abutting shoreline property owners.

The applicant has submitted notarized, original, signed letter of no objection from the southern abutting shoreline property owners, who are the most immediately affected by the deficient setback of the proposed boat dock. This letter, from the southern abutting shoreline property owners, indicated, that the proposed location for the boat dock, with the deficient setback of 3ft., is advantageous due to the fact that it will not impair their view.

One of the main justifications, provided by the applicant, for the proposed deficient setback is the area, to the south of the property, where the boat dock is proposed, will allow for the dock to reach deeper water whereas the north side of the property is shallow and has a curvature along the shoreline. The applicant has indicated, based on the location of the NHWL along the property shoreline, that if the dock was placed to meet the setback requirements it would need to extend further to reach deeper water and would therefore be a potential navigational hazard from the boaters coming around the curvature of the shoreline at the north of the property as well as an obstruction of the lakeview visibility for the neighbors to the south. The applicant has included as validation of this justification aerial photographs as well as a sketch showing placement of the proposed dock along various locations of the surveyed NHWL.

The applicant has provided their variance justifications as part of the application submittal, which addressed the requirements for granting a variance as stated under Section 14-11 d(2) of the City Code. These requirements are listed below:

- a. Average length of other docks in the surrounding 300-foot area;
- b. The reasonable use of the property by the owner;
- c. The effects the dock will have on navigation and safety of boaters;
- d. The overall general welfare of the neighborhood;
- e. Whether special conditions exist such that strict compliance with the provisions of this article would impose a unique and unnecessary hardship on the applicant;
- f. The effect of the proposed variance on abutting shoreline property owners;
- g. Whether the granting of the variance would be contrary to the intent and purpose and this article; and
- h. A variance from the maximum length of 65 feet may be granted if it is necessary to reach a water depth suitable for boating, but in no event shall a dock be extended in length beyond where the water depth will exceed five feet as measured from the normal high water elevation.

Based on the information provided in the application along with the additional information provided by the applicant, it is our opinion that the applicant has adequately addressed the above items, and we recommend that this variance request be placed on the Planning and Zoning Commission for further consideration.

Please contact me if you have any questions or would like to discuss.

Thank you.

END OF MEMORANDUM

FILE: FEG 11-081; TA-15-009

August 16th, 2015

Dan & Tara Munoz
5089 The Oaks Circle
Edgewood, FL 32809
Dan Munoz
5089 The Oaks Circle

The City of Edgewood
405 Larue Avenue, Edgewood, FL 32809
and
Florida Engineering Group, Inc.
5127 S. Orange Avenue, Suite 200
Orlando, Florida 32809

Subject: Letter of support for building a dock close to our property line

Dear Variance Reviewers,

This letter is to express our support and non-objection for our neighbors to build a dock close to our north property line on Lake Gatlin. Our neighbors, Marc and Shannon Compere at 275 Prescott Dr. have communicated their desire to build a dock along the southern edge of their property which is the adjoining property line to ours along our north side.

After our review of the Comperes' final plans and layout, we have no objection to the location/proximity of the proposed location for the boat dock & related structure to our property line. The proposed final location is advantageous due to the fact that it will not impair our view, it will in no way affect our riparian rights/or effect lake navigation, all while allowing them the needed distance to achieve useful water depth.

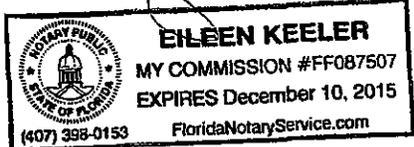
Our request is for their variance to be approved. We fully support their variance request to build a dock closer to our property line.

Sincerely,

Tara Munoz
Tara Munoz
407-234-7993

Daniel Munoz
321-438-3663
DAN MUNOZ

Sworn & subscribed before me 8/16/15
Eileen Keeler



Section 14-11 (c) (4)a: (Revised 8/25/2015)

- 1) Possible obstruction to navigability
 - a. *The property is located at the beginning of a small cove with the shoreline location varying as you move from the north side of the property to the south side of the property. The attached survey shows the NHWL location and the differences in a 65' dock at varying locations along the shoreline. The proposed location would offer the least hazard to navigability.*
 - b. *The proposed dock location will limit the obstruction to navigability.*
 - c. *If the dock is built farther north it will create a potential navigational hazard from the boaters coming around the corner as it would extend farther into the lake due to the shoreline.*
 - d. *See attached survey with varying dock locations depicted & applicant letter*
- 2) Unreasonable impairment of the lake view visibility from abutting properties
 - a. *The neighboring view is least impaired at the proposed location.*
 - b. *Please read attached letter from applicant which discusses the communication with the adjacent, abutting neighbor.*
- 3) Hazardous or safety conditions
 - a. *The proposed location offers the least hazardous location at the 65' length. See attached survey depicting the varying dock locations.*
 - b. *See attached applicant letter*
- 4) Whether the proposed structure unreasonably interferes with the riparian or littoral rights of the property owners. "Unreasonable interference" shall include but not be limited to:
 - a. Proximity of docks on abutting property owners
 - i. *See attached applicant letter*
 - ii. *The walkways of the 2 neighboring docks will be 27' apart. The terminal platform of the proposed dock will be 3' from the projected property line.*
 - iii. *At the current time, there is no boathouse, or terminal platform, at the neighboring dock. If, at some time in the future the neighbors adds a boathouse to their existing dock, it is reasonable to speculate the addition would also be located at the 6' setback, leaving 9' between future docks.*
 - iv. *To put the 9' in perspective, the largest wakeboard boat currently is 8'5" and a large pontoon boat is 8'6". Even in the event the neighbor builds a boathouse addition in the future at the 6' setback, the 9' between boathouses would still be wide enough to fit a boat between.*
 - b. Access for boaters and swimmers
 - i. *The proposed dock location will be at the most optimal location for boaters and swimmers;*
 - c. Any unusual configuration of the shoreline which would cause the proposed dock to restrict access to sections of the waterway
 - i. *There is no unusual configuration of the shoreline that would restrict access to any other sections of the waterway. The property sits at the inside of a small cove. If anything, the configuration of the shoreline is favorable to the dock being located at the south end of the property, which is proposed.*

Edgewood Code of Ordinances, Sec. 14-11(d)(2) provides that applicants may request and be granted a variance. Factors to be considered include:

(a) – Average length of other docks in surrounding 300-foot area;

The proposed dock is of typical scale of other docks on Lake Gatlin. The length is proposed at 64' and due to the curvature of the shoreline is being proposed at a location of the shortest possibility. The average length of other docks in the surrounding 300 foot area is 63.89 feet. The proposed dock would not exceed the 65' maximum.

(b) – The reasonable use of the property by the owner;

The property currently has a small dock/access walkway. The existing dock is not functional for boat storage or use. The proposed dock will be more functional and will consist of an access walkway, deck, and boathouse. This provides the applicants with reasonable use of their property – a covered activity deck, a sundeck, and a covered boathouse to store a boat of the size and type typically used by other residents on Lake Gatlin. The dock, deck, and boathouse are of average size.

(c) – The effects the dock will have on navigation and safety of boaters;

The dock is being proposed at a location specifically that would not interfere with the navigation and safety of other boaters. The property is located at a curvature at the shoreline and boaters often cut the corner into the cove. To place the dock at any location farther north would affect the navigability and safety of not only other boaters, but of the property owners on the dock as it would extend farther into the lake.

(d) – The overall general welfare of the neighborhood;

The proposed variance would not change or compromise the general welfare of the neighborhood. In fact, a boat dock brings added aesthetic and economic value to the neighborhood.

(e) – Whether special conditions exist such that strict compliance with the provisions of this article would impose a unique and unnecessary hardship on the applicant;

(f) – The effect of the proposed variance on abutting shoreline property owners;

The effect of the proposed variance on abutting shoreline property owners is not unreasonable. The applicants have communicated with the abutting shoreline owner and the neighbor has provided a signed, letter of no objection. In addition, the neighbor prefers the proposed location for the least impact on their view (see attached applicant letter).

(g) – Whether the granting of the variance would be contrary to the intent and purpose of this article;

Granting of the variance would be not be contrary to the intent and purpose of this article; it would enable applicants to enjoy reasonable access to the lake in a fashion similar to their neighbors and would not interfere with others' enjoyment.

119

JUL 15 2015
CITY OF EDGEWOOD

June 11, 2015

Dear City of Edgewood,

Thank you for the work you are doing on approving the permitting for our dock to be built at 275 Prescott Drive. We really enjoy living on Lake Gatlin. As you are aware, we are requesting a variance and we would like to explain why we are making this request.

When we first started looking into building a dock we gathered information from City Hall and talked to neighbors. As we talked to our neighbors to the South of us, they asked if we would build on the property line or close to it. The reason for this is because it helps with their view and how their dock is situated.

We also wanted to request a variance for navigation safety for boaters, those skiing, tubing, and wake boarding. Building closer to the property line will allow a shorter walkway and our dock will not have to extend so far into the water. We will be able to hit deeper water closer to land by building close to the property line. If we build our dock at the required distance from the property line, our dock will extend out very far in order to get into deeper water. We have concerns for the safety of navigation for our fellow boaters and water sport enthusiasts.

If we were not taking into account the consideration of our neighbors or navigation safety for others we would be completely fine with building the dock according to the requirements. It would actually give us a great view. However, for safety reasons and consideration of our neighbors we ask for approval of our variance request.

Thank you very much for your consideration in this matter.

Sincerely,



Marc and Shannon Compere

Marc and Shannon Compere
275 Prescott Drive – Orlando, FL 32809 – 512-587-8920

Section 14-11 (c) (4)a:

- 1) Possible obstruction to navigability
 - a. *The property is located at the beginning of a small cove with the north side of the property being shallow and located more on a 'point'; and the south side of the property offering a deeper depth.*
 - b. *The proposed dock location will limit the obstruction to navigability.*
 - c. *If the dock is built farther north it will create a potential navigational hazard from the boaters coming around the corner as it would 'jut' out.*
 - d. *See attached aerial view & applicant letter*
- 2) Unreasonable impairment of the lake view visibility from abutting properties
 - a. *The neighboring view is least impaired at the proposed location.*
 - b. *Please read attached letter from applicant which discusses the communication with the adjacent, abutting neighbor.*
- 3) Hazardous or safety conditions
 - a. *See attached aerial*
 - b. *See attached applicant letter*
- 4) Whether the proposed structure unreasonably interferes with the riparian or littoral rights of the property owners. "Unreasonable interference" shall include but not be limited to:
 - a. Proximity of docks on abutting property owners
 - i. *See attached applicant letter*
 - ii. *The walkways of the 2 neighboring docks will be 27' apart. The terminal platform of the proposed dock will be 3' from the projected property line.*
 - iii. *At the current time, there is no boathouse, or terminal platform, at the neighboring dock. If, at some time in the future the neighbors adds a boathouse to their existing dock, it is reasonable to speculate the addition would also be located at the 6' setback, leaving 9' between future docks.*
 - iv. *To put the 9' in perspective, the largest wakeboard boat currently is 8'5" and a large pontoon boat is 8'6". Even in the event the neighbor builds a boathouse addition in the future at the 6' setback, the 9' between boathouses would still be wide enough to fit a boat between.*
 - b. Access for boaters and swimmers
 - i. *The proposed dock location will be at the most optimal location for boaters and swimmers due to both the water depth and farthest away from the curvature of the shoreline.*
 - c. Any unusual configuration of the shoreline which would cause the proposed dock to restrict access to sections of the waterway
 - i. *There is no unusual configuration of the shoreline that would restrict access to any other sections of the waterway. The property sits at the inside of a small cove. If anything, the configuration of the shoreline restricts the area for dock construction to the south side of the property, which is proposed.*

Edgewood Code of Ordinances, Sec. 14-11(d)(2) provides that applicants may request and be granted a variance. Factors to be considered include:

(a) – Average length of other docks in surrounding 300-foot area;

The proposed dock is of typical scale of other docks on Lake Gatlin. The length is proposed at 64' and due to the curvature and shallow vs. depth of the shoreline is being proposed at a location of the shortest possibility. The average length of other docks in the surrounding 300 foot area is 63.89 feet. The proposed dock would exceed the 65' maximum. See attached aerial view with surrounding dock lengths.

(b) – The reasonable use of the property by the owner;

The property currently has a small dock/access walkway. The existing dock is not functional for boat storage or use. The proposed dock will be more functional and will consist of an access walkway, deck, and boathouse. This provides the applicants with reasonable use of their property – a covered activity deck, a sundeck, and a covered boathouse to store a boat of the size and type typically used by other residents on Lake Gatlin. The dock, deck, and boathouse are of average size.

(c) – The effects the dock will have on navigation and safety of boaters;

The dock is being proposed at a location specifically that would not interfere with the navigation and safety of other boaters. The property is located at a curvature at the shoreline and boaters often cut the corner into the cove. Additionally, the shoreline is deeper at the proposed location. To place the dock at any location farther north would affect the navigability and safety of not only other boaters, but of the property owners on the dock as it would have to be longer and 'jut' out.

(d) – The overall general welfare of the neighborhood;

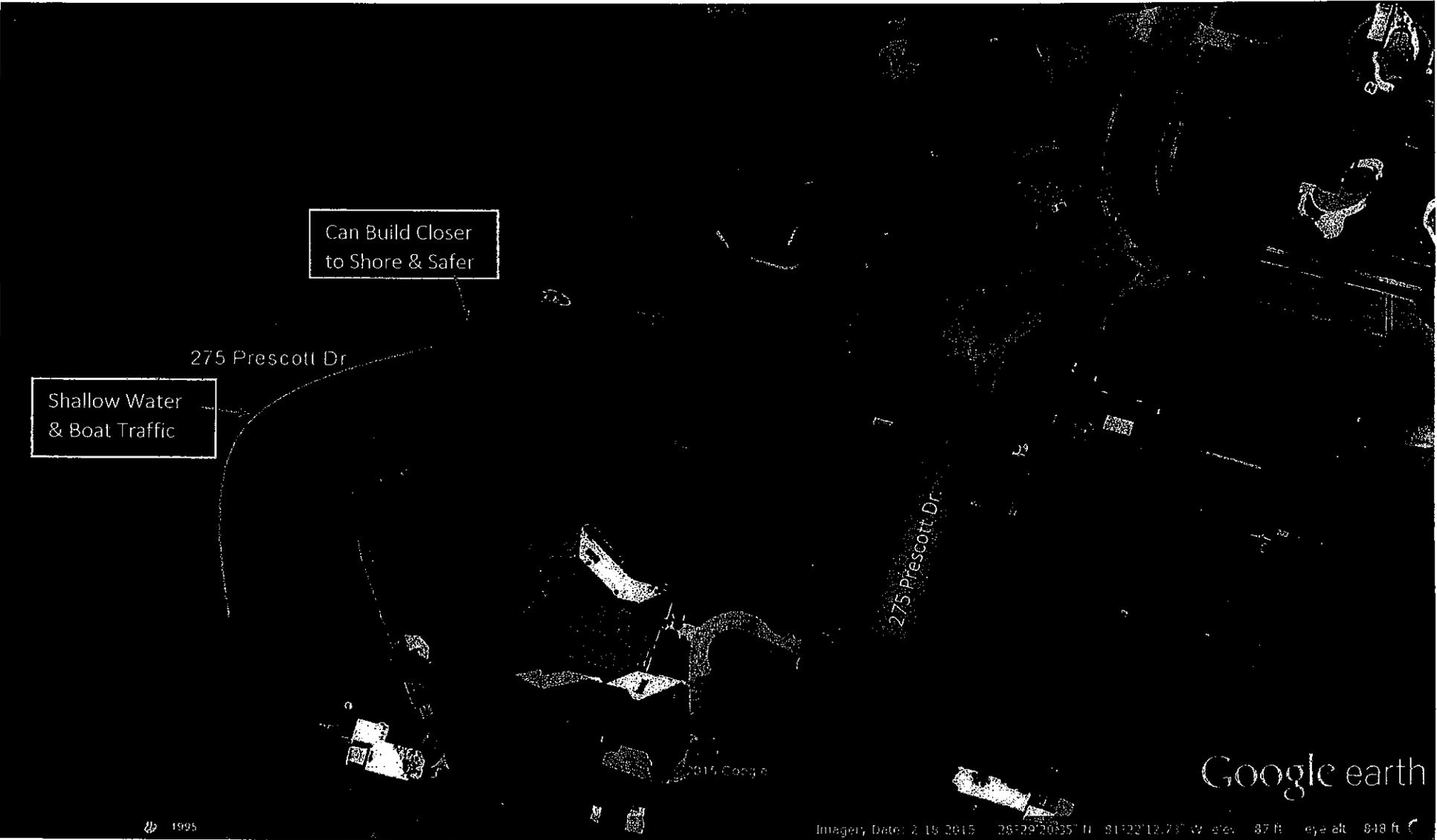
The proposed variance would not change or compromise the general welfare of the neighborhood. In fact, a boat dock brings added aesthetic and economic value to the neighborhood.

(e) – Whether special conditions exist such that strict compliance with the provisions of this article would impose a unique and unnecessary hardship on the applicant;

The configuration of the shoreline varies the water depth significantly. Strict compliance with the ordinance would create a safety issue due to the shallower depth and length necessary to reach adequate depth for draft that would not dredge the bottom of the lake. The shape of the shoreline is consistent with the vegetation and deeper depth in the cove at the location of the proposed dock. This special condition is an undue hardship as it is not by any action of the applicants.

(f) – The effect of the proposed variance on abutting shoreline property owners;

The effect of the proposed variance on abutting shoreline property owners is not unreasonable. The applicants have communicated with the abutting shoreline owner and the neighbor has provided a



Can Build Closer to Shore & Safer

Shallow Water & Boat Traffic

275 Prescott Dr

275 Prescott Dr

Google earth

© 1995

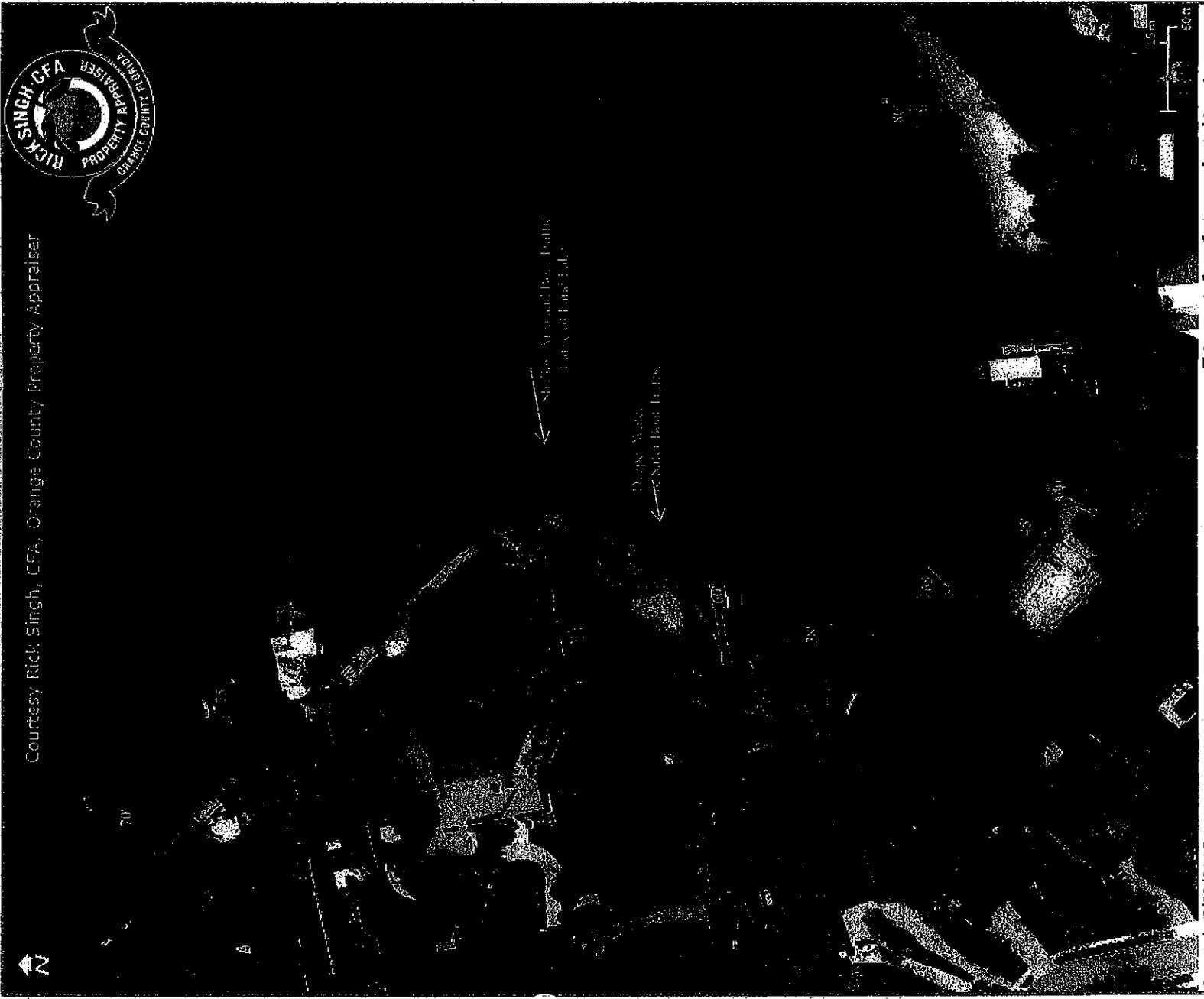
Imagery Date: 2/15/2015 28°29'20.525" N 91°22'12.73" W elev: 87 ft eye alt: 848 ft

OCPA Web Map

	Florida Turfpiles		Major Roads		Proposed Road		Residential		Commercial		Parks		Lot Number
	Interstate 4		Public Roads		Brick Road		Agriculture		Vacant Land		Lakes and Rivers		Parcel Names
	Toll Road		Gated Roads		Block Line		Commercial/Industrial		Agricultural/Citrus		Building		Parcel Address
			Roads Under Construction		Lot Line		Specialty Commercial/Industrial		Waste Land		Block Number		Parcel Dimensions

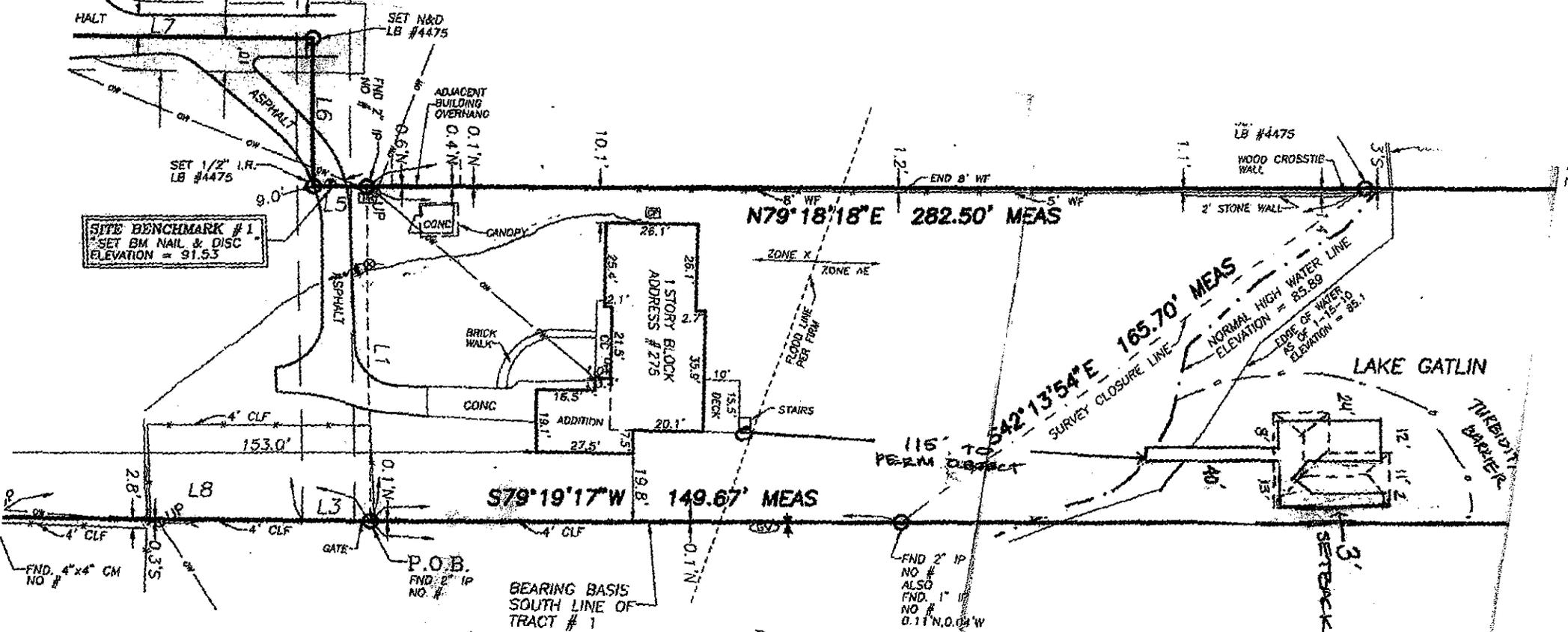


Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 5/22/2015

This map is for reference only and is not a survey.



Pursuant to Section 14-11 (a):
 The distance between the existing shoreline, at the NHWE where the dock is to be constructed; and a permanent object (back deck of house) is 115'.

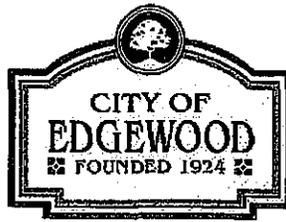
- NOTES:
1. BEARING STRUCTURE $S79^{\circ}21'00''W$ (DESC).
 2. THIS SURVEY REFLECTS CLIENTS REPRESENTATIVE.
 3. THIS SURVEY WAS MADE FROM SURVEYOR MAKES NO GUARANTEE FURTHER DOES NOT WARRANT EXACT LOCATION INDICATED ACCURATELY AS POSSIBLE PHYSICALLY LOCATED IN THE

Marc & Shannon Compere
275 Prescott Drive



Marc & Shannon Compere
275 Prescott Drive



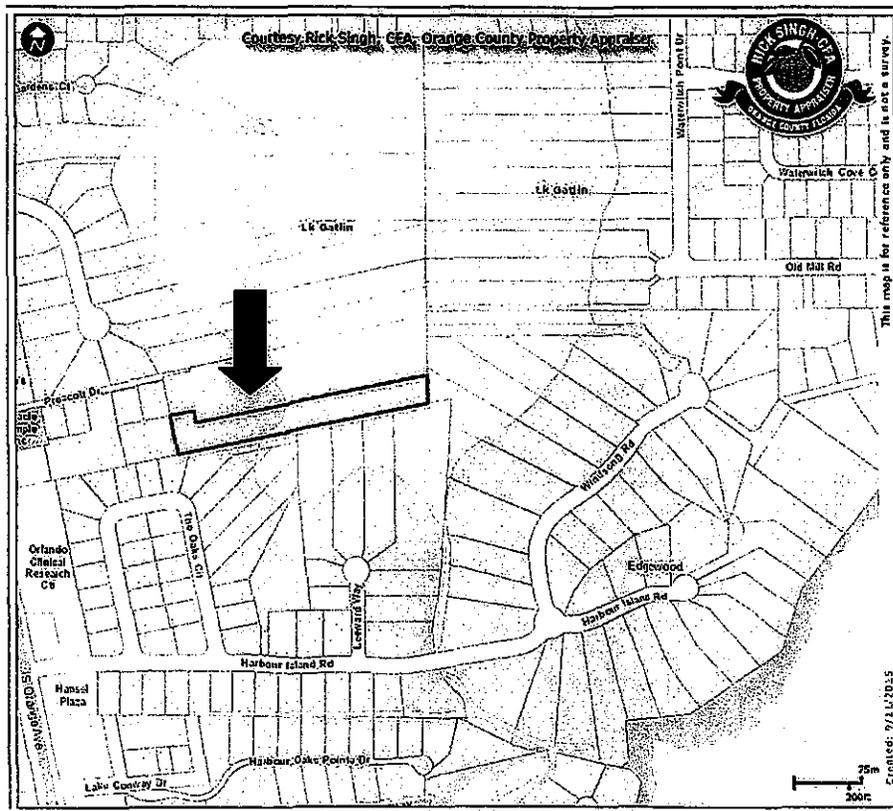


NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that at its Planning & Zoning meeting on **Monday, October 12, 2015**, the Planning and Zoning Board of the City of Edgewood, will consider **Variance Application No. VAR2015-03** to allow a variance request for construction of a boat dock, located at 275 Prescott Drive which is currently in R-1AA zoning district. (City of Edgewood Resolution 2005-R002 City Code of Ordinances, Reference Section 134-104 [Variance]) The application was submitted by Albert Cichra Builders on behalf of owners Marc and Shannon Compere. The meeting will be held in the Council Chambers of City Hall, 405 Larue Avenue, Edgewood, Florida beginning at **6:30 p.m.**

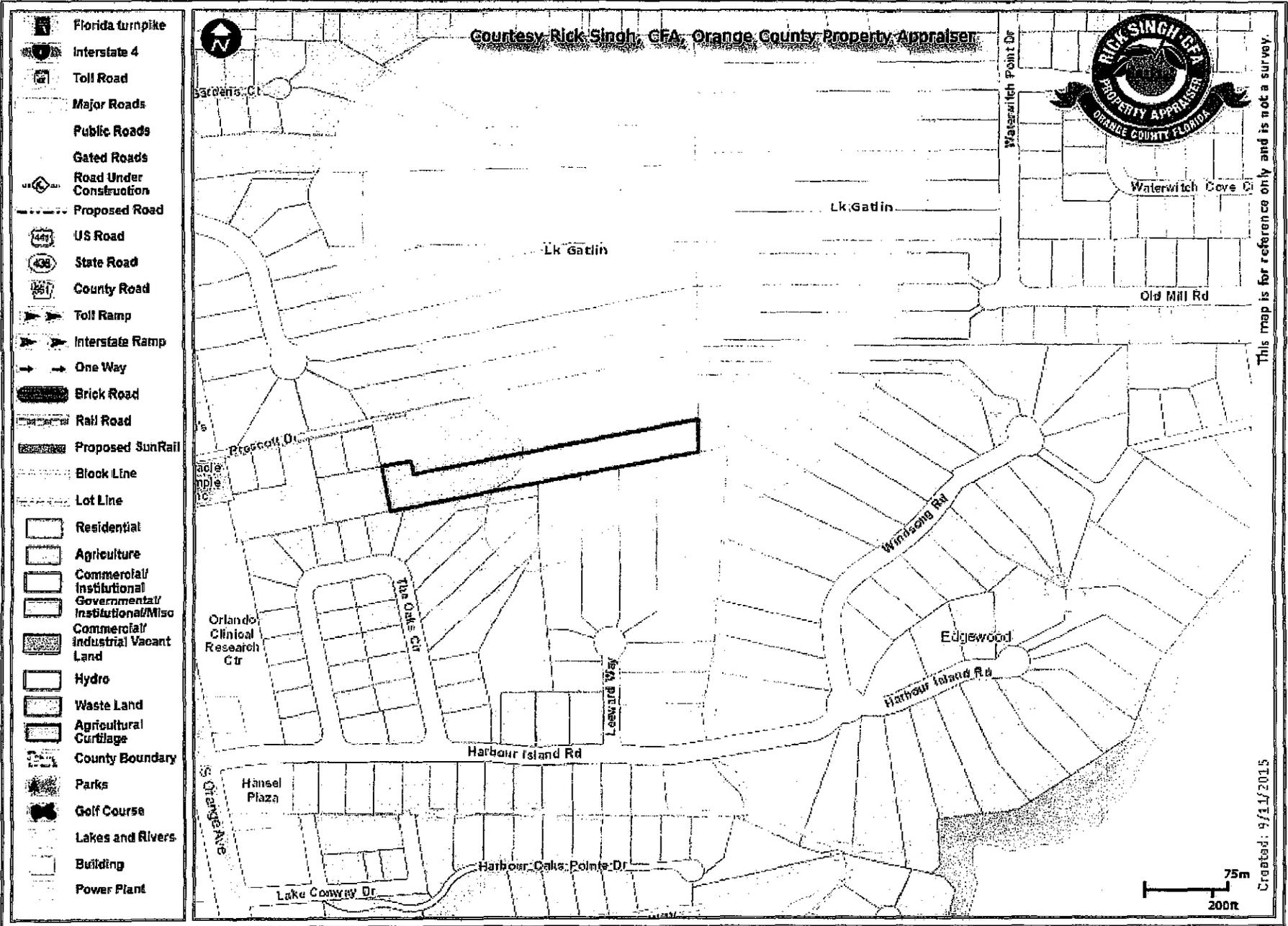
The Planning and Zoning Board's recommendation will be forwarded to City Council on Tuesday, October 20, 2015 at 6:30 p.m. for final action.

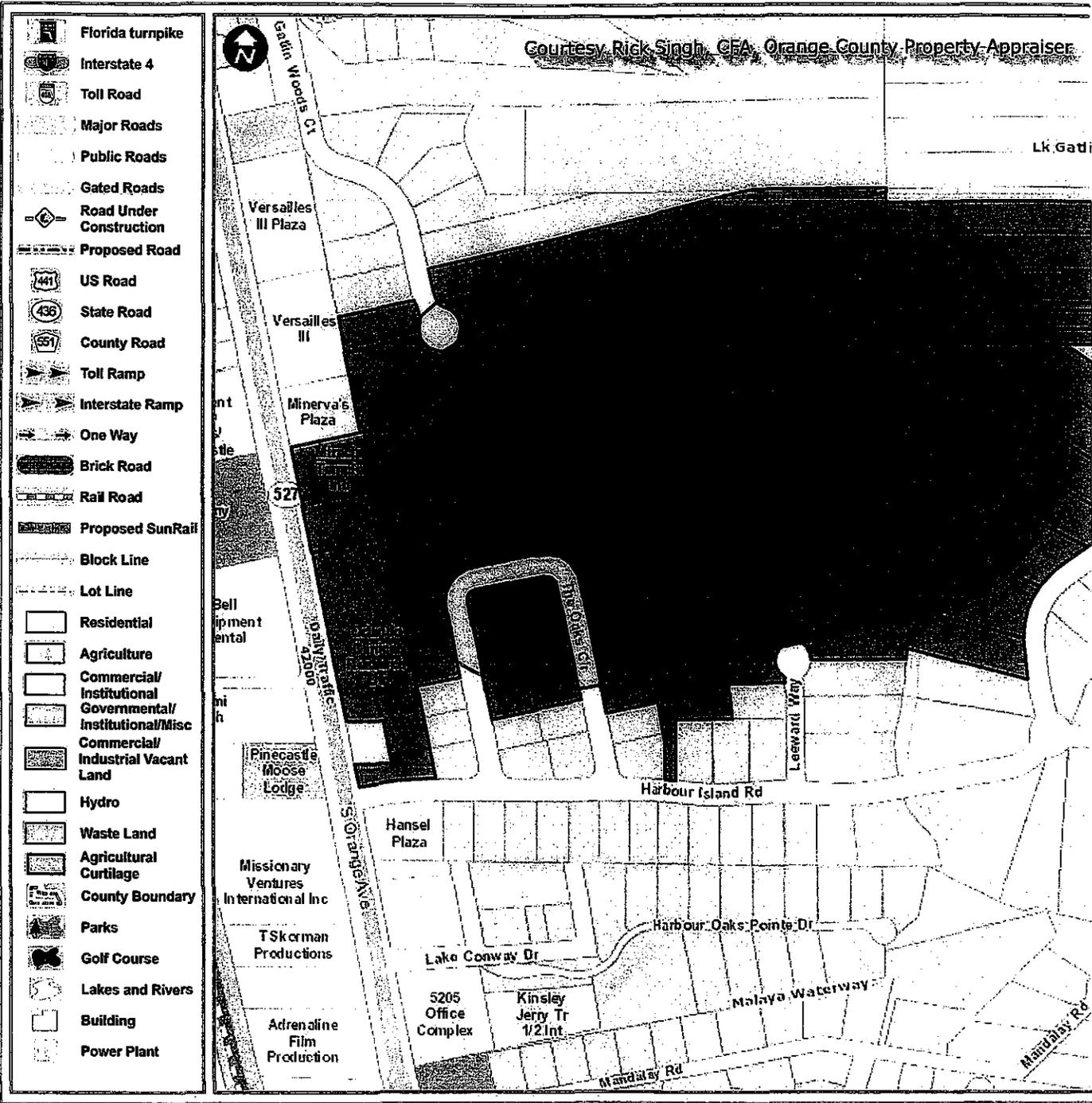
The subject property for special exception is legally described as HANSEL PRESCOTT PROPERTY Q/117 THE S 100 FT OF E 848.42 FT OF TRACT 1 MEASURED ON S LINE & BEG N 79 DEG E 843.42 FT FROM SW COR TRACT 1 RUN N 11 DEG W 100 FT S 79 DEG W 15 FT TH N 11 DEG W 43.42 FT TH S 79 DEG W 91.02 FT TH S 11 DEG E 143.42 FT TH N 79 DEG E 106.02 FT TO POB



Interested parties may attend this meeting and be heard with respect to this Variance application. In addition, the application(s) may be inspected by the public at the City Clerk's Office, 405 Larue Avenue, Edgewood, Florida.

405 Larue Avenue • Tel: 407-851-2920 • Fax: 407-851-7361 • www.edgewood-fl.gov





Company Directory List

SIMPSON LAURA L
1222 OLD MILL RD
ORLANDO, FL. 32806

SCHUBERT STEVE
1215 OLD MILL RD
ORLANDO, FL. 32806

FARMER KEITH
4965 LAKE GATLIN WOODS CT
ORLANDO, FL. 32806

JOHNSON KATHRYN B
4935 LAKE GATLIN WOODS CT
ORLANDO, FL. 32806

HARBOUR ISLAND ASSN INC
1336 WINDSONG RD
ORLANDO, FL. 32809

NICHOLSON MYRA P
4950 LAKE GATLIN WOODS CT
ORLANDO, FL. 32806

MIRACLE TEMPLE INC
567 HILLVIEW DR
ALTAMONTE SPRINGS, FL. 32714

COMPERE MARC DAMON
275 PRESCOTT DR
ORLANDO, FL. 32809

LANDT CHRISTOPHER R
1301 WINDSONG RD
ORLANDO, FL. 32809

COPELY A R JR
5109 THE OAKS CIR
ORLANDO, FL. 32809

CHOTAS ELIAS N
1205 WINDSONG RD
ORLANDO, FL. 32809

ANTHONY PROPERTIES INC
201 N FRANKLIN ST STE 2800
TAMPA, FL. 33602

MIGNON BARBARA ROSE
242 PRESCOTT DR
ORLANDO, FL. 32809

BONNET PHILLIPE
238 PRESCOTT DR
ORLANDO, FL. 32809

YOCUM JACK RICHARD
226 PRESCOTT DR
ORLANDO, FL. 32809

STENE CHRISTINE L
LEEWARD WAY
ORLANDO, FL. 32809

ZABLE TERRENCE J
5073 THE OAKS CIR
ORLANDO, FL. 32809

WALLER LUCILE J
5052 THE OAKS CIR
ORLANDO, FL. 32809

MUNOZ DANIEL
PO BOX 568534
ORLANDO, FL. 32856

EVANS DANIEL J
5120 THE OAKS CIR
ORLANDO, FL. 32809

LANCASTER RYAL M
4940 LAKE GATLIN WOODS CT
ORLANDO, FL. 32806

VALDES WILLIAM H
1333 WINDSONG RD
ORLANDO, FL. 32809

WRIGHT FRANK
273 PRESCOTT DR
ORLANDO, FL. 32809

JOINER NANCY
5092 LEEWARD WAY
ORLANDO, FL. 32809

HANSEL RALPH H
429 HARBOUR ISLAND RD
ORLANDO, FL. 32809

FULMER JOINT REVOCABLE TRUST
1141 WINDSONG RD
ORLANDO, FL. 32809

FORTINI SUSAN H
5125 THE OAKS CIR
ORLANDO, FL. 32809

FETTERLY PATRICK J
5114 LEEWARD WAY
EDGEWOOD, FL. 32809

BLAIR KATHLEEN ANN BOISSELLE
5028 THE OAKS CIR
ORLANDO, FL. 32809

SALZGEBER LINDA
5033 THE OAKS CIR
ORLANDO, FL. 32809

PIERCE SUSAN L
1210 OLD MILL RD
ORLANDO, FL. 32806

ROSS BREUNIG TRUST
4945 LAKE GATLIN WOODS CT
ORLANDO, FL. 32806

PHILLIPS DAVID A
4955 LAKE GATLIN WOODS CT
ORLANDO, FL. 32806

ANDERSON RICHARD
295 PRESCOTT DR
ORLANDO, FL. 32809

FAWCETT RICHARD L
234 PRESCOTT DR
ORLANDO, FL. 32809

MORGAN TIMOTHY M
1237 WINDSONG RD
ORLANDO, FL. 32809

MUNOZ TARA L KAUFOLD
5089 THE OAKS CIR
ORLANDO, FL. 32809

SHEAFFER WILLIAM JAY
5101 THE OAKS CIR
ORLANDO, FL. 32809

CONFIDENTIAL
CONFIDENTIAL

MICROULIS MARILYN
5096 THE OAKS CIR
ORLANDO, FL. 32809

MUNOZ DANIEL
5089 THE OAKS CIR
EDGEWOOD, FL. 32809

BOYLAN SHIRLEY J
5112 THE OAKS CIR
ORLANDO, FL. 32809

ARIKO JOHN G JR
271 PRESCOTT DR
ORLANDO, FL. 32809

AMOS JOSEPH LACKEY JR
5103 LEEWARD WAY
ORLANDO, FL. 32809

PRENTICE RONALD
5060 THE OAKS CIR
ORLANDO, FL. 32809

NDO CLINICAL RESEARCH
3 ORANGE AVE
ORLANDO, FL. 32809

RODRIGUEZ JAMIE MARIE
5041 THE OAKS CIR
ORLANDO, FL. 32809

LAGAMBINA GERALD D
1216 OLD MILL RD
ORLANDO, FL. 32806

BIRKET JERALD H
4960 LAKE GATLIN WOODS CT
ORLANDO, FL. 32806

KOSTER DOUGLAS J
5133 THE OAKS CIR
ORLANDO, FL. 32809

FIGUEROA FERDINAND
5049 THE OAKS CIR
ORLANDO, FL. 32809

SWITZER TREVOR F
230 PRESCOTT DR
ORLANDO, FL. 32809

MYERS LAURA B
1269 WINDSONG RD
ORLANDO, FL. 32809

MIMS RICHARD W
5117 THE OAKS CIR
ORLANDO, FL. 32809

CAVIEZEL DIANE M
5025 THE OAKS CIR
ORLANDO, FL. 32809

SOCIAS MANUEL
1429 WINDSONG RD
ORLANDO, FL. 32809

PATTERSON WILLIAM S
1109 WINDSONG RD
ORLANDO, FL. 32809

LANGFORD DOUGLAS W
431 HARBOUR OAKS POINTE DR N
ORLANDO, FL. 32809

MUNOZ DANIEL
5089 THE OAKS CIR
EDGEWOOD, FL. 32809

EATON PAULINE D
5104 THE OAKS CIR
ORLANDO, FL. 32809

Application: VAR 2013-03
 Owner/Applicant Name: Compere
 Public Hearing Date: 10/12/2015

This affidavit is to be presented at the public hearing before the Planning and Zoning Board.

SIGN AFFIDAVIT

STATE OF FLORIDA
 ORANGE COUNTY

Before me, the undersigned authority, personally appeared Renea Anderson to me well known and known to me to be the person described in and who executed the foregoing affidavit, after being first duly sworn, says:

1. That the affiant posted the notice provided by the City of Edgewood, which contains the time and date of the public hearings involved (i.e. Planning and Zoning Board and/or City Council).
2. That said posted notice also contained the relevant facts pertaining to the application.
3. That said notice was posted in a conspicuous and easily visible place on the subject property not less than ten days prior to the date of public hearing. Date posted: 10/12/2015
4. That the affiant understands that this affidavit is intended to be submitted as a prerequisite for a public hearing, and as such, will be officially filed with the City of Edgewood, Florida.

Renea Anderson
 Signature of owner or authorized representative

Sworn to and Subscribed before me, this 2 day of October, 2015

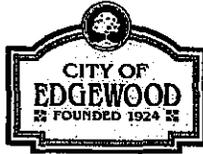
 Print, type, or stamp commissioned name of Notary Public
 Florida

Sandra J Repp Notary Public, State of Florida

Personally Known OR Produced Identification
 Type of I.D. Produced _____



1/14/2007



Memo

To: Planning and Zoning Board Members
From: Sandy Repp, Administrative Assistant
Date: October 7, 2015
Re: New Business Items – Alumi-tech

To aid in your review and consideration of making recommendations to move forward with your recommendation to the City Council, the following applications are provided in your agenda packet:

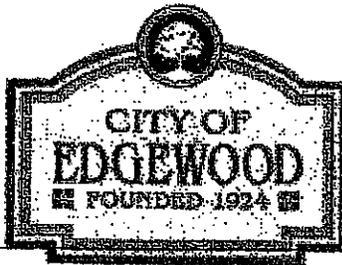
Special Exception 2015-02 – Alumi-tech

The documents provided for your review are as follows:

- Application For Special Exception dated July 31, 2015
- Copy of memo from City Planner Ellen Hardgrove dated August 15, 2015 with recommendation to proceed to Planning and Zoning
- Additional Information
- Copy of Notice of Public Hearing, along with address matrix
- Executive copy of sign affidavit from applicant

Administrative Assistant's Comments:

As of the date of this memo there were no responses returned to City Hall, provided to staff or made by email.



APPLICANT INFORMATION SECTION

Reference: City of Edgewood Code of Ordinances, Section 134-103
PLANNING & ZONING BOARD
MAKE PAYMENTS TO: CITY OF EDGEWOOD
FEE: \$750.00

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

PLANNING & ZONING MEETING DATE: 10/12/2015

IMPORTANT: FILE BY SECOND WEDNESDAY OF THE MONTH FOR THE FIRST HEARING ON THE SECOND MONDAY OF THE FOLLOWING MONTH.

Please note this fee is non refundable.

Applicant's Name: Alumitech Inc	Owner's Name: Ramon K Reel
Address: 5104 S Orange Ave Orlando FL 32809	Address: - Same
Phone: 407-826-5373	Phone: 407-826-5373
Legal Description: See Attached	
Zoned: C-3	
Location: Section 13, Township 23 S Range 29 E	
Tract Size:	
Cite section of the Zoning Code from which variance is requested: Sect 134.405(B)(1) C-3	
Request: Rick + Beth remain living in apt on property they have lived there for last 10 yrs	
Existing on Site: Rick + Beth live in Apt for 10 yrs - Security	

The applicant hereby states that the above request for Special Exception does not violate any deed restrictions on the property.

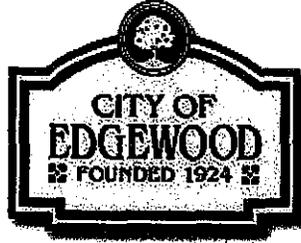
Applicant's Signature: Ramon K Reel	Date: 7-31-15
Applicant's Printed Name: Ramon K REEL	
Owner's Signature: Ramon K Reel	Date: 7-31-15
Owner's Printed Name: Ramon K REEL	

Office @ alumitech.net
 Dorothy

Revised 4/1/08

1 of 2

405 Larue Avenue, Edgewood, Florida, 32809-3406
 Phone: 407-851-2920 / Fax: 407-851-7361
 www.edgewood-fl.gov



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

To: Planning and Zoning Board Members
Ms. Bea Meeks, City Clerk
Ms. Sandy Repp, Administrative Assistant
Drew Smith, City Attorney
From: Ellen Hardgrove, AICP, City Planning Consultant
Date: August 15, 2015
Re: Special Exception Application – Alumi Tech

Introduction

Request: Special Exception in the C3 zoning district for “a dwelling unit in conjunction with a commercial use to be occupied by the owner, operator or employee of the business” (allowed by Code Section 134-405: C-3 Special Exceptions)

Property Owner: Ramon K. Reel representing Alumi Tech, Inc.

Location: 5104 South Orange Avenue, which is the southwest quadrant of Orange Avenue and Jamaica Lane. This is an “L” shaped parcel extending from Orange Avenue to the railroad.

Current Tax ID Parcels #13-23-29-6864-00-011 & 13-23-29-6865-00-021



Existing Conditions: A light manufacturing company, which includes two warehouses, occupies the property. One building was built in 1966, the second in 2008. In addition, onsite is a two-story building constructed in 1970.

The first floor of the two-story building is used as an office for the business. The second floor is used as a residence for security personnel. According to the property owner, the second floor was built with residential use intent and was probably used to house employees of the previous users of the property – Archway Cookies -- who sold the property in 1986.

Access to the property can be gained from Orange Avenue, although the property is oriented more to Jamaica Lane. Jamaica Lane is a narrow two lane dead-end road used by industrial vehicles.

Rationale for Request: The property owner was recently cited with a code violation for the residential use since this use is only allowed by special exception and record of such has not been found. The property owner would like to continue to have security employees reside onsite given the isolated nature of the property.

Surrounding uses: To the north, on the north side of Jamaica Lane, is Bell Rental & Sales, to the south is the Moose Lodge and commercial uses including "The Stable" and "Custom Empire", on the west side of the railroad tracks are single family houses; to the east, across Orange Avenue, are office uses (Clinical Research)

Surrounding Zoning: Property to the north and south is C3. West of the railroad, the zoning is R1A. To the east, on the opposite side of Orange Avenue the properties are zoned C1.

Requested Action:

Per Code, the Planning and Zoning Board shall make a recommendation to the City Council for approval or denial of the special exception request. The Board is to consider the character of the neighborhood in which the proposed use is to be located, its effect on the value of surrounding lands, and the area of the site as it relates to the required open spaces and off-street parking facilities.

Recommendation:

Based on the information presented with the application, the request for a special exception for "a dwelling unit in conjunction with a commercial use to be occupied by the owner, operator or employee of the business" would be in harmony with the purpose and intent of the chapter and will not adversely affect the public interest as proven by the use has been ongoing for decades and no complaints have been recorded.

ESH

Searches Sales Search Results Property Record Card My Favorites Sign up for e-Notify

5104 S Orange Ave < 13-23-29-6864-00-011 >

Name(s) Alumi Tech Inc	Physical Street Address 5104 S Orange Ave
Property Name Alumi Tech	Postal City and Zipcode Orlando, FL 32809
Mailing Address On File 5104 S Orange Ave Orlando, FL 32809-3020	Property Use 4100 - Light Manufacturing
Incorrect Mailing Address?	Municipality Edgewood



292313686400011 06/19/2008

Values, Exemptions and Taxes Property Features Sales Analysis Location Info Market Stats Update Information

Property Description View Plat

PHILLIPS ACRES R/20 LOT 1 (LESS S 150 FT) & IN A P POTTINGERS SUB H/141 LOT 1 (LESS R/W)

Total Land Area 55,976 sqft (+/-) | 1.29 acres (+/-) GIS Calculated Notice

Land (includes working values)

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
4100 - Light Manufacturing	C-3	58245 SQUARE FEET	\$5.00	\$291,225	\$0.00	\$291,225

Page 1 of 1 (1 total records)

Buildings (includes working values)

Important Information	Structure
 Model Code: 06 - Warehouse Type Code: 4100 - Light Manufacturing Building Value: \$179,161 Estimated New Cost: \$382,823	Actual Year Built: 1966 Beds: 0 Baths: 0.0 Floors: 1 Gross Area: 10573 sqft Living Area: 9940 sqft Exterior Wall: Modular Metal Interior Wall: Drywall
 Model Code: 04 - Commercial Type Code: 1200 - Store/Office/Resid Building Value: \$26,445 Estimated New Cost: \$68,866	Actual Year Built: 1970 Beds: 0 Baths: 0.0 Floors: 2 Gross Area: 1440 sqft Living Area: 720 sqft Exterior Wall: Aluminum Or Vinyl Siding Interior Wall: Plywood Panel

Page 1 of 1 (2 total records)

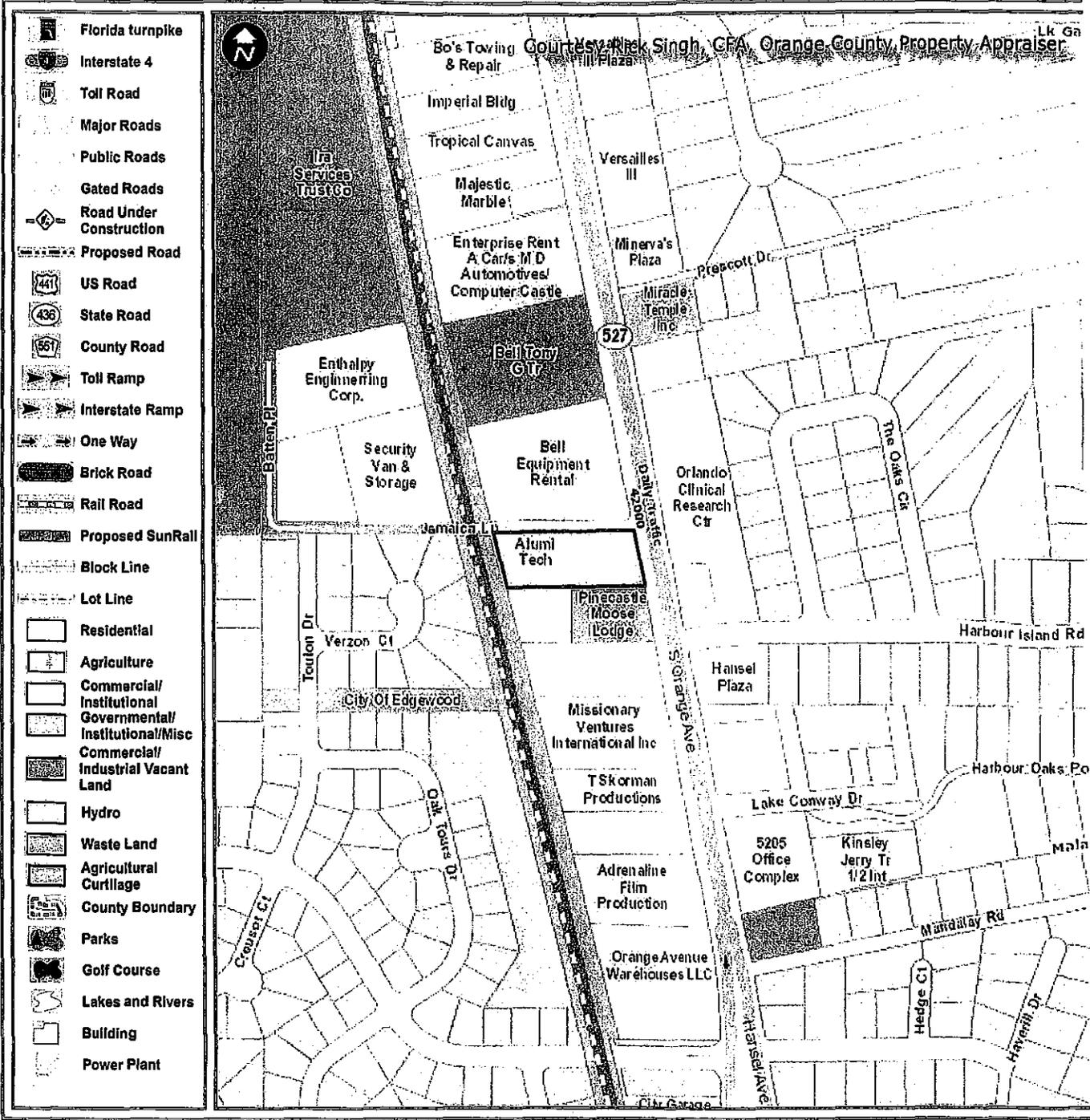
Extra Features (includes working values)

Description	Date Built	Units	XFOB Value
PVCN - Pav Con	01/01/1966	12008 Square Feet	\$36,024
PVAS - Pav Asph	01/01/1966	3944 Square Feet	\$7,888
PT1 - Patio 1	01/01/1970	1 Unit(s)	\$1,000
PT2 - Patio 2	01/01/1970	1 Unit(s)	\$2,000
AB1 - Accessory Building 1	12/31/2006	240 Square Feet	\$2,400

Page 1 of 1 (5 total records)

This Data Printed on 10/06/2015 and System Data Last Refreshed on 10/05/2015

Site Notice • About Us • Contact Us • OCPARL Home • Property Search • Exemption FRAUD Hotline
 Orange County Property Appraiser • 200 S. Orange Avenue, Suite 1700 • Orlando, FL 32801
 Office Hours: 8:00 a.m. to 5:00 p.m. Monday - Friday • Phone: 407.836.5044
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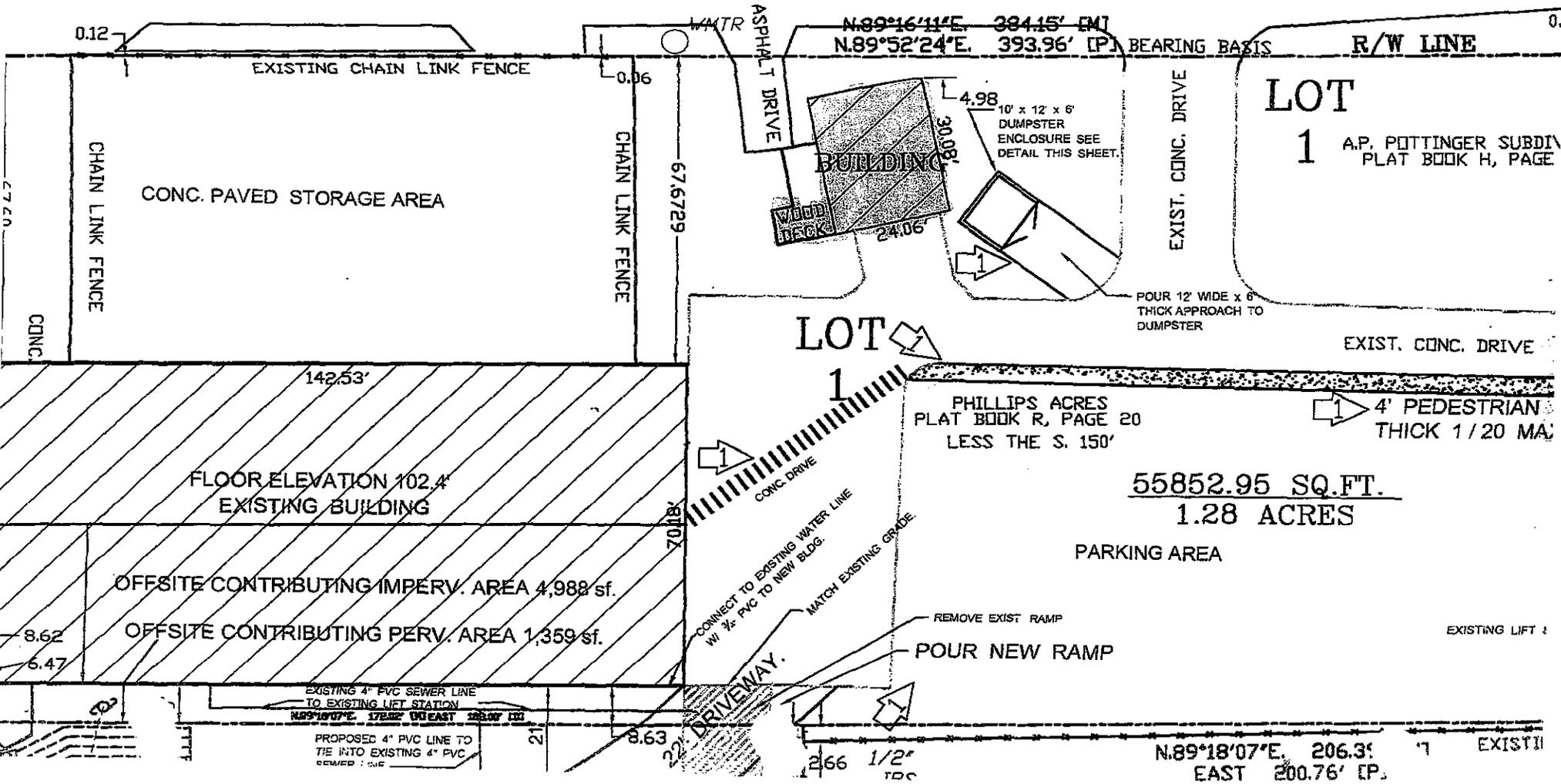


HOBBS SUBDIVISION OF GATLIN
MISC. BOOK 4, PAGE 176

Has own driveway
Has own address
16 Jamaica Lane

30' PUBLIC R/W ASPHALT

JAMAICA LN.



Sec. 134-405. - Special exceptions.

- (a) The following uses may be permitted as a special exception, provided that any review and hearing of an application for a special exception shall consider the character of the neighborhood in which the proposed use is to be located, its effect on the value of surrounding lands, and the area of the site as it relates to the required open spaces and off-street parking facilities.
- (b) Each application for a special exception shall be accompanied by a site plan incorporating the regulations established herein. As a part of the application, the site plan shall include a simple plan drawn to an appropriate scale, including legal description, lot area, site dimensions, right-of-way location and width, parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for any building, proposed points of access, location of signs, location of existing easements and a general plan of proposed landscaping. Said site plan shall be submitted to and considered by the city council after recommendation by the planning and zoning board as provided for in article II of this chapter prior to the granting of a building permit. Upon such approval, said site plan becomes part of the building permit and may be amended only by the city council after recommendation by the planning and zoning board. Development under the special exception shall comply with all applicable city codes and ordinances.
- (1) Dwelling unit in conjunction with a commercial use to be occupied by the owner, operator or employee of the business.
 - (2) Institutional uses, public or private, such as churches, schools, hospitals, nursing homes, libraries, community centers and universities.
 - (3) Zero lot line commercial developments.
 - (4) Bus, cab, light truck repair.
 - (5) Meat storage, cutting and distribution.
 - (6) Wholesale products distribution.
 - (7) Christmas tree lots.
 - (8) Any wholesale commercial establishment occupying more than 50,000 square feet and less than 100,000 square feet.
 - (9) Machinery sales, rental and storage.
 - (10) Outdoor storage of merchandise, parts or other equipment.
 - (11) Building material storage and sales (new, no junk or used material).
 - (12) Contractors' storage and equipment yards, including well drilling equipment and land clearing equipment.
 - (13) Miniwarehouses.
 - (14) Storage and wholesale distribution warehouse adjacent to a residential zoning district or property with a residential future land use designation, including those across a right-of-way.

(Ord. No. 89-346, § 2(26-123), 3-21-1989; Ord. No. 92-386, § 1, 12-15-1992; Ord. No. 2000-07, § 6, 12-28-2000; Ord. No. 2001-02, § 7, 1-23-2001; Ord. No. 2010-02, § 1, 4-20-2010)

Building Details - 5104 S Orange Ave - Building

Sub Area	Sqft	Value
BAS - Base Area	720	\$49,190
UGR - Unf Garage	720	\$19,676

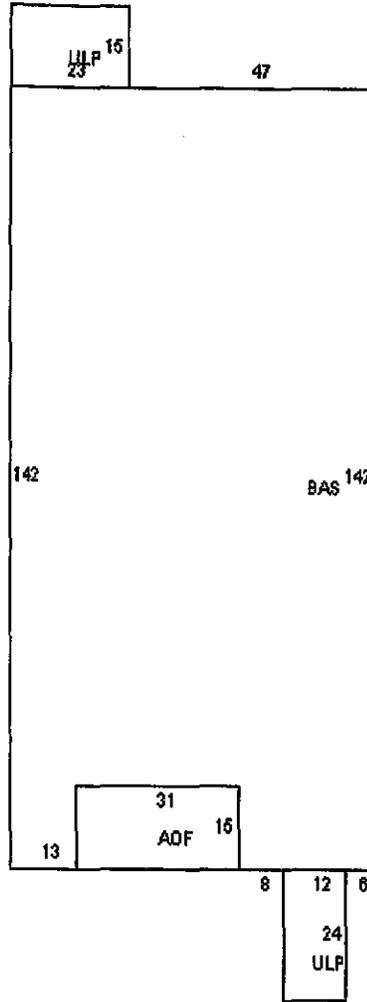
Model Code: 04 - Commercial
Type Code: 1200 - Store/Office/Resid
Building Value: \$26,445
Estimated New Cost: \$68,866
Actual Year Built: 1970
Beds: 0
Baths: 0.0
Floors: 2
Gross Area: 1440 sqft
Living Area: 720 sqft
Exterior Wall: Alum/Vylsd
Interior Wall: Plywood.Pn

Living Area: 9940 sqft
Exterior Wall: Modl.Metal
Interior Wall: Drywall

Building Details - 5104 S Orange Ave - Building #1

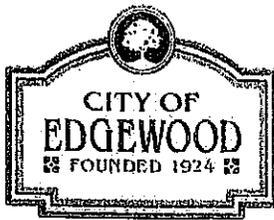


Courtesy Rick Singh, Orange County Property Appraiser



sq Area	Sqft	Value
OF - Avg Office	465	\$32,080
AS - Base Area	9475	\$343,848
LP - Unf L Ptfm	633	\$6,895

Model Code: 06 - Warehouse
Type Code: 4100 - Light Manufacturing
Building Value: \$179,161
Estimated New Cost: \$382,823
Actual Year Built: 1966
Beds: 0
Baths: 0.0

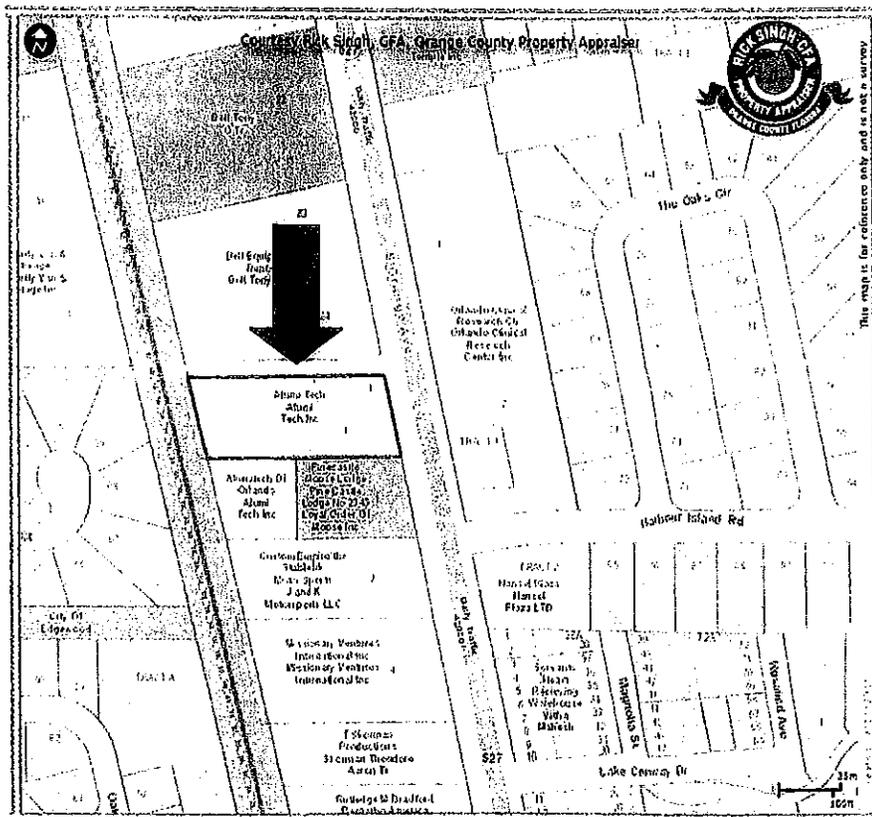


NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that at its Planning & Zoning meeting on Monday October 12, 2015, the Planning and Zoning Board of the City of Edgewood, will consider Special Exception Application No. 2015-02 to allow a dwelling unit in conjunction with a commercial use, located at 5104 S. Orange Ave. which is currently in C-3 zoning district. (City of Edgewood Resolution 2005-RO02 City Code of Ordinances, Reference Section 134-405(b)(3) [Special Exception]) The application was submitted by Ramon K. Reel. The meeting will be held in the Council Chambers of City Hall, 405 Larue Avenue, Edgewood, Florida beginning at 6:30 p.m.

The Planning and Zoning Board's recommendation will be forwarded to City Council on Tuesday, October 20, 2015 at 6:30 p.m. for final action.

The subject property for special exception is legally described as PHILLIPS ACRES R/20 LOT 1 (LESS S 150 FT) & IN A P POTTINGERS SUB /141 LOT 1 (LESS R/W)



Interested parties may attend this meeting and be heard with respect to this Special Exception application. In addition, the application(s) may be inspected by the public at the City Clerk's Office, 405 Larue Avenue, Edgewood, Florida. You may reach City Hall at 407-851-2920; City Hall is open Monday - Thursday 8 a.m. to 4 p.m., and Friday 8 a.m. to noon. Should you have any questions or concerns please do not hesitate to come to City Hall to review the file.

405 Larue Avenue • Tel: 407-851-2920 • Fax: 407-851-7361 • www.edgewood-fl.gov

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the Planning and Zoning Board and City Council on this topic to properly noticed hearings or to written communication to the City Clerk's Office.

Any person aggrieved by a recommendation of the Planning and Zoning Board may file a notice of appeal to the City Council within seven days after such recommendation is filed with the city clerk.

The City of Edgewood desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26, *Florida Statutes*, should, at least 48 hours prior to the meeting, submit a written request that the physically handicapped person desires to attend the meeting to the City Clerk's Office.

This public hearing may be continued to a future date or dates. Any interested party is advised that the date, time, and place of any continuation shall be announced during the public hearing and that no further notices regarding this matter will be published.

Should you desire additional information, regarding this application, please feel free to contact the City Clerk's Office at 407-851-2920, or e-mail at bmeeks@edgewood-fl.gov.

Bea L. Meeks, City Clerk
Dated: September 28, 2015

You may either mail in your comments and concerns on the space provided below or submit directly to City Hall. Please see above our hours of operation. We thank you for your participation.

IRA SERVICES TRUST CO
PO BOX 7080
SAN CARLOS, CA. 94070

MIRACLE TEMPLE INC
567 HILLVIEW DR
ALTAMONTE SPRINGS, FL. 32714

EVANS DANIEL J
5120 THE OAKS CIR
ORLANDO, FL. 32809

ANTHONY PROPERTIES INC
201 N FRANKLIN ST STE 2800
TAMPA, FL. 33602

WALLER LUCILE J
5052 THE OAKS CIR
ORLANDO, FL. 32809

MUNOZ DANIEL
PO BOX 568534
ORLANDO, FL. 32856

MUNOZ TARA
5089 THE OAKS CIR
ORLANDO, FL. 32809

PINE CASTLE LODGE NO 2345 LOYAL
5108 S ORANGE AVE
ORLANDO, FL. 32809

HANSEL PLAZA LTD
5127 S ORANGE AVE STE 300
ORLANDO, FL. 32809

MORETRENCH AMERICAN CORP
100 STICKLE AVE
ROCKAWAY, NJ. 07866

BUTLER CHARLA DENISE
PO BOX 590293
ORLANDO, FL. 32859

ALUMI TECH INC
5104 S ORANGE AVE
ORLANDO, FL. 32809

THR FLORIDA L P
C/O ALTUS GROUP US INC | 21001 N
PHOENIX, AZ. 85050

MARTINEZ FRANCISCO
215 VERZON CT
ORLANDO, FL. 32839

BELL TONY G TR
5028 S ORANGE AVE
ORLANDO, FL. 32809

TONY G TR
S ORANGE AVE
ORLANDO, FL. 32809

BLAIR KATHLEEN ANN BOISSELLE
5028 THE OAKS CIR
ORLANDO, FL. 32809

SALZGEBER LINDA
5033 THE OAKS CIR
ORLANDO, FL. 32809

BEAUCHAMP NATHAN
5019 TOULON DR
ORLANDO, FL. 32839

AUGUSTINE JEANNINE
221 VERZON CT
ORLANDO, FL. 32839

MALDONADO LAUTARO ALEX
220 VERZON CT
ORLANDO, FL. 32839

AMH 2014-1 BORROWER LLC
30601 AGOURA RD STE 200
AGOURA HILLS, CA. 91301

CITY OF EDGEWOOD
405 LARUE AVE
EDGEWOOD, FL. 32809

KAPP HAE SOOK
308 E 7TH AVE
WINDERMERE, FL. 34786

CRAWFORD ELDOLGIE JR
214 VERZON CT
ORLANDO, FL. 32839

SIGLER DANIEL J
5004 THE OAKS CIR
ORLANDO, FL. 32809

CLEMENTZ JOHN R
232 VERZON CT
ORLANDO, FL. 32839

DEMETREE BUILDERS INC
941 W MORSE BLVD STE 315
WINTER PARK, FL. 32789

OVALLE JAMES A
5015 OAKTOURS DR
ORLANDO, FL. 32839

FAWCETT RICHARD L
234 PRESCOTT DR
ORLANDO, FL. 32809

SECURITY VAN & STORAGE INC
169 JAMAICA LN
ORLANDO, FL. 32809

MUNOZ DANIEL
5089 THE OAKS CIR
EDGEWOOD, FL. 32809

CAVIEZEL DIANE M
5025 THE OAKS CIR
ORLANDO, FL. 32809

BORELL TARA C
3801 APPLETON WAY
ORLANDO, FL. 32806

ALUMI TECH INC
5104 S ORANGE AVE
ORLANDO, FL. 32809

BISHOP JESSE DALE
332 HARBOUR ISLAND RD
ORLANDO, FL. 32809

CARTER MONA E
238 VERZON CT
ORLANDO, FL. 32839

AMBURGEY CHRISTINE A
5027 OAKTOURS DR
ORLANDO, FL. 32839

SKORMAN THEODORE AARON TR
8150 OAKLAND PL
ORLANDO, FL. 32819

RYAN JENNIFER L
PO BOX 560249
ORLANDO, FL. 32856

ORLANDO CLINICAL RESEARCH
5055 S ORANGE AVE
ORLANDO, FL. 32809

RODRIGUEZ JAMIE MARIE
5041 THE OAKS CIR
ORLANDO, FL. 32809

RIVERA WALDEMAR
5007 TOULON DR
ORLANDO, FL. 32839

BRYAN DEBRA A
5021 OAKTOURS DR
ORLANDO, FL. 32839

ILLINGER DAWN F
226 VERZON CT
ORLANDO, FL. 32839

HEROIA FERDINAND
THE OAKS CIR
ORLANDO, FL. 32809

CAVIEZEL DIANE M
5025 THE OAKS CIR
ORLANDO, FL. 32809

TA PROPERTIES OF ORLANDO LLC
1870 CLOVERLAWN AVE
ORLANDO, FL. 32806

DORSANVIL BOB
343 SHERMAN ST
WESTBURY, NY. 11590

J AND K MOTORSPORTS LLC
5130 S ORANGE AVE
ORLANDO, FL. 32809

MISSIONARY VENTURES
5144 S ORANGE AVE
ORLANDO, FL. 32809

VITHA MAHESH
8460 FRENCH OAK DR
ORLANDO, FL. 32835

DOT/STATE OF FLORIDA
719 S WOODLAND BLVD
DELAND, FL. 32720

5/

Application:	S. E. 2015-02
Owner/Applicant Name:	Ramon Reel
Public Hearing Date:	10/2/2015

This affidavit is to be presented at the public hearing before the Planning and Zoning Board.

SIGN AFFIDAVIT

STATE OF FLORIDA
ORANGE COUNTY

Before me, the undersigned authority, personally appeared Ramon Reel to me well known and known to me to be the person described in and who executed the foregoing affidavit, after being first duly sworn, says:

1. That the affiant posted the notice provided by the City of Edgewood, which contains the time and date of the public hearings involved (i.e. Planning and Zoning Board and/or City Council).
2. That said posted notice also contained the relevant facts pertaining to the application.
3. That said notice was posted in a conspicuous and easily visible place on the subject property not less than ten days prior to the date of public hearing. Date posted: 10/2/2015.
4. That the affiant understands that this affidavit is intended to be submitted as a prerequisite for a public hearing, and as such, will be officially filed with the City of Edgewood, Florida.

Ramon K Reel
Signature of owner or authorized representative

Sworn to and Subscribed before me, this 2nd day of October, 2015

Print, type, or stamp commissioned name of Notary Public
Florida

Sandra J. Repp
Notary Public, State of

Personally Known OR Produced Identification
Type of I.D. Produced FL Driver's License



1/14/2007

ORDINANCE NO. 2015-07

AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA AMENDING SECTION 62-57 (REGULATION STANDARDS OF DISABLED VEHICLES) OF THE CITY OF EDGEWOOD CODE OF ORDINANCES TO CLARIFY THE LOCATIONS AND CIRCUMSTANCES IN WHICH DISABLED VEHICLES MAY BE PARKED ON THE SIDE OR REAR OF A STRUCTURE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Edgewood City Council hereby finds that it is in the best interests of the residents and business community of the City to exercise its legislative home rule authority by amending the City of Edgewood Code of Ordinances; and

WHEREAS, the City of Edgewood Code of Ordinances contains regulations related to the parking or storage of disabled vehicles; and

WHEREAS, the City Council of the City of Edgewood has determined it to be in the best interest of protecting the general welfare of Edgewood citizens, businesses and visitors clarify the locations in which disabled vehicles may be parked in certain situations.

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

NOTE: Underlined words constitute additions to the City of Edgewood Code of Ordinances, strikethrough constitutes deletions from the original Code of Ordinances, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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. Section 62-57 of the City of Edgewood Code of Ordinances shall be amended as follows:

Sec. 62-57. Regulation standards of disabled vehicles.

- (a) Except as provided in paragraph (c) or (d) herein, disabled motor vehicles and recreational equipment which is not operable and motor vehicles and recreational equipment which is improperly registered shall not be permitted to be parked or stored between the principal structure and the front lot line or between the principal structure and any side lot line, a front or side yard as defined by the zoning regulations of the city, provided, however, that a reasonable time, not to exceed ten days from the time of disability, shall be permitted for the removal or servicing of a disabled or improperly licensed and registered motor vehicle in any emergency caused by accident or sudden breakdown of the vehicle. For purposes of this section "improperly registered" shall mean the vehicle or recreational equipment does not have a current license plate and vehicle registration affixed to it.

48 (b) Except as provided in paragraph (c) or (d) herein, no more than one disabled or improperly
49 registered motor vehicle may be permitted between the principal structure and the rear lot
50 line in the rear yard of a residential, commercial or industrial lot as an accessory use to the
51 main use of the lot, provided that the location of such vehicle does not violate the zoning
52 regulations of the city. Service and repair work may be performed on such vehicle and parts,
53 tools and equipment essential to such service and repair thereto may be stored and used.
54 Nothing herein contained shall be construed as authorizing the disassembling, tearing down
55 or scrapping of a motor vehicle, or to permit one motor vehicle to be scavenged or stripped
56 for parts for use on another motor vehicle. A disabled or improperly registered motor
57 vehicle shall not be permitted to remain outside of a building for a period in excess of 30
58 days on any lot used for residential purpose or on that portion of any lot within 20 feet of an
59 abutting lot used for residential purpose.

60
61 c) A business possessing a local business tax receipt for a mechanical garage or other vehicular
62 repair or storage use may park or store disabled or improperly registered vehicles on a
63 properly permitted paved parking area located between the principal structure and rear lot
64 line within the rear yard of the property upon which the business is located. All disabled
65 vehicles parked or stored in such paved parking area ~~the rear yard~~ pursuant to this
66 paragraph shall be screened from view by properly permitted buildings, fences, walls or
67 evergreen hedges, which screening shall be at least six feet in height and shall create and
68 maintain a visual barrier that blocks all sight of any disabled vehicles from any public roads
69 and residentially zoned property. No disabled or improperly registered motor vehicle
70 parked or stored upon such paved parking area ~~within the rear yard of property~~ pursuant to
71 this paragraph shall remain on such property in excess of 60 days unless work is actively
72 being performed on such vehicle. For purposes of this Section, a rebuttable presumption
73 shall exist that work is not actively being performed if there is no visual evidence work is
74 being performed on the vehicle for a period of 30 days.

75
76 d) A business possessing a local business tax receipt for a mechanical garage or other vehicular
77 repair or storage use located on property without a paved parking area between the
78 principal structure and the rear lot line ~~within the rear yard~~ may park or store up to three
79 disabled or improperly registered vehicles per automobile work bay used by the business
80 upon a properly permitted paved parking area between the principal structure and a side lot
81 line within the side yard of the property, provided no disabled or improperly registered
82 vehicle shall be parked within 150 feet from any public road. No disabled or improperly
83 registered vehicle parked or stored on property pursuant to this paragraph shall remain on
84 such property in excess of 60 days.

85
86 **Section 3.** The provisions of this Ordinance shall be codified as and become and be made a
87 part of the Code of Ordinances of the City of Edgewood.

88
89 **Section 4.** Severability. If any section, sentence, phrase, word or portion of this ordinance
90 is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to
91 invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion
92 of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

93
94 **Section 5.** Conflicts. All ordinances that are in conflict with this Ordinance are hereby
95 repealed.

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Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2015, by the City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING: **September 21, 2015**

PASSED ON SECOND READING: _____

John Dowless, Council President

ATTEST:

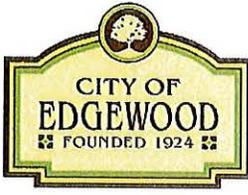
Bea L. Meeks, MMC
City Clerk

Document comparison done by DeltaView on Friday, November 18, 2011 1:25:39 PM

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Split/Merged cell	
Padding cell	

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Moved to	0
Style change	0
Format changed	0
Total changes	13



City of Edgewood, Florida

City Council Agenda Memorandum

Agenda Item: Edgewood's Cafeteria
Plan – Resolution 2015-03

Agenda Date: October 20, 2015

Originated by: City Clerk Meeks

**Agenda
Placement:** New Business (1)

Explanation:

Cafeteria plans provide a special exception to general federal income tax rules applicable to an employee's income. The simplest form of cafeteria plan is a premium only plan. This type of cafeteria plan allows employees to pay for their share of premiums with pre-tax dollars. A "cafeteria plan" must satisfy several conditions. If the cafeteria plan fails to follow the rules anyone participating in the plan will lose the tax benefits he or she would have otherwise received.

The City provides Colonial Life and AFLAC for those employees who want supplemental insurance. Both programs are cafeteria plans.

Financial Impact:

No financial impact to the City. Employees who elect a cafeteria plan have an income deduction from their bi-weekly payroll to cover the cost of their plan.

**Requested action
to be taken
by Council:**

Review and consider Resolution 2015-03 and support documents.

**Staff
Recommendation:**

Approve Resolution 2015-03 as presented.

Attachments:

Resolution 2015-03 with Plan documents.

RESOLUTION NO. 2015-03

**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, 2015.

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, 2015 and ending September 30, 2016.

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 **20th** day of **October**, 2015.

John Dowless, Council President

ATTEST:

Bea Meeks, MMC, CPM
City Clerk

THE CITY OF EDGEWOOD CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION

Introduction

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

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

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

Cafeteria Plan

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

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

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

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

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

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

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

The Cafeteria Plan includes the following benefit plans:

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

- * Accident
- * Bridge
- * Dental
- * Group Term Life

- * 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 2015 and ending on September 30 2016.

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.

9. Intention or Need to Obtain Coverage through a Marketplace Established under the Affordable Care Act.

You may revoke your Health Insurance Benefits coverage mid-Plan Year if either one of the following applies:

* You are seeking to enroll yourself and any other related individuals in coverage to be obtained through a Marketplace.

* You have experienced a reduction of hours and reasonably expect to be working less than 30 hours for the foreseeable future and will seek coverage to be obtained through a Marketplace.

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 2015.

Plan Year: October 01 2015 to September 30 2016. 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 City of Edgewood 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.

THE CITY OF EDGEWOOD CAFETERIA PLAN

ARTICLE I. Introductory Provisions

City of Edgewood ("the Employer") hereby establishes the City of Edgewood Cafeteria Plan ("the Plan") effective October 01 2015 ("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 2015 and ending on September 30 2016, 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) Revocation Due to Reduction in Hours

A Participant may revoke his or her Major Medical coverage, along with that of any related individuals, if the Participant experiences a reduction of hours such that he or she will be reasonably expected to work fewer than 30 hours a week on a regular basis and the Participant intends to enroll, along with any such related individuals, in another plan no later than the first day of the second full month following the revocation.

(k) Revocation of Coverage for Purposes of Enrolling in Marketplace Coverage

A Participant may revoke his or her Major Medical coverage if he or she is seeking to enroll, along with any related individuals who cease coverage due to such revocation, in Marketplace coverage (either during the Marketplace's annual open enrollment period or during a special enrollment period) immediately after the revoked coverage ends.

(l) 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

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.

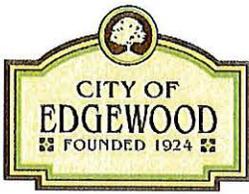
15.11 Severability

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: _____



City Council Agenda Memorandum

Agenda Item: Agreement with FDOT
Plan – Resolution 2015-05

Agenda Date: October 20, 2015

Originated by: City Clerk Meeks

Agenda Placement: New Business (2)

Explanation:

For many years, the City of Edgewood has maintained an agreement with the Florida Department of Transportation for maintenance of the City's traffic signals.

FDOT provides reimbursement to the City, for the City's use in maintaining the traffic signals. Control Specialists provides the maintenance.

Financial Impact:

Per the Agreement, the total lump sum to the City is \$9120.00. In the 14/15 fiscal year, the City paid \$14,609.14 to Control Specialists for their services. Included in the funds paid in the 14/15 fiscal year was \$2592.00 for repair/maintenance needed due to damage caused by a truck. Currently, the City is in discussion/negotiation in recovering these funds.

As you can see, the funds received as a result of this Agreement, help offset what the City pays to maintain the (3) traffic signals in the City.

Requested action to be taken by Council:

Review and consider Resolution No. 2015-04 authorizing the Mayor to enter into FDOT's Agreement

Staff Recommendation:

Approve the Agreement as presented and authorize Mayor Baghsaw to execute the Agreement.

Attachments:

Resolution No. 2015-04 and Traffic Signal Maintenance And Compensation Agreement

RESOLUTION NO. 2015-04

A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood (City) has been the maintaining agency for traffic signals on the State highway systems that are within the City and intersect with City streets,

WHEREAS, the maintenance of these traffic signals has been at the sole expense of the City, and

WHEREAS, the State of Florida Department of Transportation and the City now desire to share the cost of traffic signal maintenance for those traffic signals.

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

Section 1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

Section 2. The City Council of the City of Edgewood hereby authorizes the Mayor to execute the Traffic Signal Maintenance and Compensation Agreement with the State of Florida Department of Transportation.

Section 3. This Resolution shall take effect immediately upon the enactment date.

PASSED and ADOPTED at the meeting of the City Council of the City of Edgewood on the _____ day of **October**, 2015.

John Dowless, Council President

ATTEST:

Bea Meeks, MMC
City Clerk

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CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, _____ ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

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19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

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25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

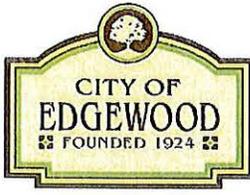
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TRAFFIC
OPERATIONS
04/15
Exhibit C Page 1 of 1

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps



City of Edgewood, Florida

City Council Agenda Memorandum

Agenda Item: Holland & Reilly, CPA
Letter of Engagement

Agenda Date: October 20, 2015

Originated by: City Clerk Meeks

Agenda Placement: New Business (3)

Explanation:

The City of Edgewood retained the auditing services of Holland & Reilly in 2011, and continues an auditing partnership with them to date. It is now time to begin the 14/15 fiscal year audit. Holland & Reilly has provided their Letter of Engagement so that they can begin the 14/15 fiscal year audit.

Financial Impact:

Holland & Reilly estimates their fee for services provided in the 14/15 fiscal year audit to be \$22,000 for a basic audit; more (\$5,000 increase) if a Federal or State Single Audit is applicable. Out of pocket expenses are also reimbursable.

The City has no enterprise funds or large grants for this reason, a simple audit is all that is anticipated to be done for the 14/15 fiscal year audit.

Council approved \$23,500 for the auditor's budget in the 15/16 fiscal year budget. These funds should be sufficient for Holland & Reilly's auditing services.

Requested action to be taken by Council:

Review and consider Holland & Reilly's Letter of Engagement.

Staff Recommendation:

Approve the Letter of Engagement as presented and Authorize the Mayor to sign.

Attachments:

Holland & Reilly's Letter of Engagement

HOLLAND & REILLY

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

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

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

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

September 25, 2015

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 (the City) for the year ended September 30, 2015. 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, 2015. 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 we 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 U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of

accounting records and other procedures we consider necessary to enable us to express such opinions and to render the required reports. 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, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance and other matters will include a paragraph that states 1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of internal control 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 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.

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 laws 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, and any material abuse that comes to our attention. 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 direct confirmation of cash, revenue, receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will request written representations from the City's attorneys as part of the engagement, and they may bill you for responding to the inquiry. At the conclusion of our audit, we will require certain written representations from you about

audit, and 3) unrestricted access to persons within the organization from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written management 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 affecting the organization involving 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud 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 affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants, and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, 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) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; 3) 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.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accepting responsibility for them.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the City's website, management understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

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.

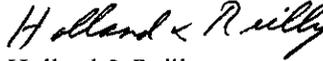
During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to 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, 2015.

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 2014 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

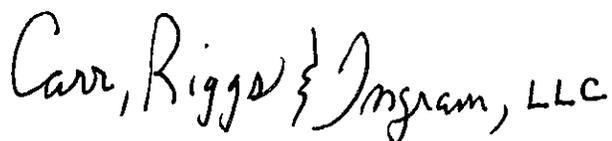
January 20, 2015

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, 2014. 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. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. 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, 2014, 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
CERTIFIED PUBLIC ACCOUNTANTS