



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, October 22, 2019**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Meeting Minutes

Consider approval of the October 8, 2019 Council Meeting minutes.

Item No. 2 - Bid Award

Consider bid award to AGH Management LLC to provide athletic field turf maintenance in the estimated annual budgeted amount of \$222,683.40.

Item No. 3 - Piggyback Contract

Consider request to piggyback the Florida Sheriffs Association contract number FSA18-VEH16.0 with Container Systems & Equipment Company, Inc. to purchase two (2) side-loader trucks in the budgeted amount of \$625,922.

Item No. 4 - Resolution No. 2019-30R

Consider approval of an updated Comprehensive Fee Schedule.

Item No. 5 - Resolution No. 2019-32R

Consider approval of an Investment Policy for the City of Clermont 457(b) Deferred Compensation and 401(a) Defined Contribution Employee Retirement Plans.

Item No. 6 - Resolution No. 2019-33R

Consider approval of an amended City of Clermont 401(a) Defined Contribution Employee Retirement Plan Document and Adoption Agreement.

CITY OF CLERMONT
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|---|---|
| Item No. 7 - Resolution No. 2019-34R | Consider approval of an amended City of Clermont 457(b) Deferred Compensation Employee Retirement Plan Document and Adoption Agreement. |
| Item No. 8 - Event and Open Container Request | Consider allowing the South Lake Chamber of Commerce to have an open container area for the "Taste of South Lake" event on November 7, 2019 at Waterfront Park. |

UNFINISHED BUSINESS

- | | |
|--|--|
| Item No. 9 - Ordinance No. 2019-05 <i>Final</i>
<i>South Lake Crossing</i>
<i>Table to November 19, 2019</i> | Consider large-scale comprehensive change on 743 +/- acres located 1.75 miles south of Hartwood Marsh Road and East of US Hwy 27 from Lake County Wellness Way 1 to City of Clermont Master Planned Development. |
| Item No. 10 - Ordinance No. 2019-06
<i>South Lake Crossings</i>
<i>Table to November 19, 2019</i> | Consider rezoning request to a Planned Unit Development for a mixed use project on 743 +/- acres located east of the US Hwy 27 and Schofield Road intersection. |
| Item No. 11 - Ordinance No. 2019-40
<i>Hartwood Marsh Senior Facility Comp Plan</i> | WITHDRAWN |
| Item No. 12 - Ordinance No. 2019-41
<i>Hartwood Marsh Senior Facility Rezoning</i> | WITHDRAWN |
| Item No. 13 - Ordinance No. 2019-45
<i>Clermont Auto Center Rezoning</i> | WITHDRAWN |
| Item No. 14 - Ordinance No. 2019-02 <i>Final</i>
<i>Clonts Groves</i> | Consider request for voluntary annexation of 55 +/- acres located 2 miles south of Hartwood Marsh Road and east of US Hwy 27. |
| Item No. 15 - Ordinance No. 2019-03 <i>Final</i>
<i>Clonts Groves</i> | Consider large-scale comprehensive change on 55 +/- acres located 2 miles south of Hartwood Marsh Road and East of US Hwy 27 from Lake County Wellness Way 1 to City of Clermont Master Planned Development. |

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NEW BUSINESS

Item No. 16 - Clonts Groves Development
Agreement

Consider development agreement request for 55.08 +/- acres located southeast of the US Hwy 27 and Schofield Road intersection.

Item No. 17 - Resolution No 2019-26R
Highland Ranch

Consider Conditional Use Permit amendment to allow a designated commercial parcel be converted to residential use for development of single family lots for property located north of Old Hwy 50 and southwest of the Florida Turnpike.

Item No. 18 - Ordinance No. 2019-30 *Introduction*
Hartwood Properties

Consider rezoning 80+/- acres located 1/4 mile south of Hartwood Marsh Road, east of US Hwy 27 for a Planned Unit Development consisting of C-2 General Commercial uses.

Item No. 19 - Ordinance No. 2019-33 *Introduction*
Bradshaw North

Consider rezoning 16 +/- acres located northeast of the US Hwy 27 and Schofield Road intersection from Urban Transition to C-2 General Commercial.

ADJOURN

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 8, 2019

The City Council met in a regular meeting on Tuesday, October 8, 2019 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Bates, and Mullins. Other City officials present were City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Zinker.

Council member Travis absent

INVOCATION AND PLEDGE OF ALLEGIANCE

Drew Marshall gave the invocation followed by the Pledge of Allegiance.

PRESENTATION

Honoring Fire Chief Carle Bishop

City Manager Gray stated the City wanted to take the opportunity to honor Fire Chief Bishop at tonight's Council Meeting. Fire Chief Bishop has served the City for 49 years. He is a 4th generation Clermont resident. He joined the City's volunteer Fire Department in 1970 and became the Fire Chief in 1990. The Fire Chief position later went on to become a paid position in 1999. Fire Chief Bishop grew an all-volunteer department in to what the Fire Department is today. The Fire Department has achieved international accreditation and lower ISO levels of Class 2. Fire Chief Bishop is currently having the Fire Department reevaluated to attempt to obtain a Class 1 ISO. To honor him, the City will be dedicating Fire Station 1 to Fire Chief Bishop. Fire Station No. 1 will be the Carle L. Bishop Fire Administration Building. City Manager Gray thanked Fire Chief Bishop for his service to the City.

Fire Chief Bishop remarked working for the City has been a pleasure. Fire Chief Bishop thanked Finance Director Van Zile, City Manager Gray as well as past and present Council Members for doing an amazing job improving the City. Fire Chief Bishop expressed his appreciation that someone without a college degree made it to the position of Fire Chief. He stated he has watched the City grow into a beautiful place to raise your children. Fire Chief Bishop stated he always wanted to help people and he is proud to be a Clermont citizen.

Mayor Ash stated it has been an honor working with Fire Chief Bishop. He had a vision for the Fire Department and for the City of Clermont. He never stopped until the City became the best. Mayor Ash encouraged everyone to stop and say thank you to Fire Chief Bishop should they see him in public.

PUBLIC COMMENTS

There were no comments.

REPORTS

City Manager Gray reported there will be a Council Workshop on Tuesday, October 15, 2019 in the Council Chambers and a Lake Impact Meeting next Wednesday, October 16, 2019 at the City Center. The Lake Impact Meeting was noticed so all Council Members and the public may attend. The meeting for Phase 1 of the streetscapes occurred last week along with the City's Performing Arts Center's Tony Danza Show which had over 500 people in attendance. National Night Out also occurred last week and was a big success.

City Manager Gray stated the applicant requested for Item No. 9, 10, and 11 be tabled to April 14, 2020.

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Item No. 9 – Ordinance No. 2019-14, Final, Wise Annexation

Deputy City Clerk Zinker read Ordinance No. 2019-14 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land contiguous to the present City boundaries; providing for an effective date, severability, recording, and publication.

Council Member Bates moved to table Ordinance No. 2019-14 to April 14, 2020; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 10 – Ordinance No. 2019-15, Final, Wise Large-Scale Comprehensive Plan Amendment

Deputy City Clerk Zinker read Ordinance No. 2019-15 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Large Scale Comprehensive Plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Large Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Large Scale Comprehensive Plan Amendment; providing for the adoption of the Large Scale Comprehensive Plan Amendment; establishing the legal status of the Large Scale Comprehensive Plan Amendment; providing for a severability clause and providing an effective date.

Council Member Bates moved to table Ordinance No. 2019-15 to April 14, 2020; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 11 – Ordinance No. 2019-16, Final, Wise PUD Rezoning

Deputy City Clerk Zinker read Ordinance No. 2019-16 aloud by title only.

An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below, providing for severability, an effective date, recording, and publication.

Council Member Bates moved to table Ordinance No. 2019-16 to April 14, 2020; seconded by Council Member Brishke. The motion passed with all members present voting aye.

City Manager Gray reported Agenda Item No. 13, 14, and 17 were withdrawn.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Mullins – No report

Council Member Brishke reported the Animal League hosted a golf event this year and raised approximately \$7,000.

Mayor Ash – No report.

CONSENT AGENDA

Mayor Ash advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 8, 2019

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| Item No. 1 – Meeting Minutes | Consider approval of September 19, 2019 Final Budget Public Hearing and September 24, 2019 Council Meeting minutes. |
| Item No. 2 – Surplus Request | Consider approval to declare Fire Department vehicle as surplus and donate the vehicle to retiring Fire Chief. |
| Item No. 3 – Piggyback Purchase and Budget Amendment | Consider request to piggyback the Florida Sheriff’s Association contract no. FSA18-VEH16.0 with Duval Ford Fleet Sales to purchase one vehicle in the amount of \$42,730 and a budget amendment to the General Fund in the amount of \$42,730. |
| Item No. 4 – Contract Award | Consider request to piggyback the City of Tamarac contract with Office Depot, Inc. to provide office supplies, products and related services in the estimated annual budgeted amount of \$130,000. |
| Item No. 5 – Interlocal Agreement and Budget Amendment | Consider approval of the interlocal agreement with Lake County for Wellness Way Consulting Services, with Levey Consulting, LLC and a budget amendment to the General Fund revenues in the amount of \$50,000. |
| Item No. 6 – Professional Consultant Services Agreement and Budget Amendment | Consider approval of agreement with Levey Consulting, LLC for consulting services pertaining to the Wellness Way area and for general planning services in the amount of \$130,000 and a budget amendment to the General Fund in the amount of \$100,000. |
| Item No. 7 – Sign Maintenance Agreement, Annual Review | Consider agreement between City of Clermont and Lake County for traffic sign maintenance and emergency repairs in the estimated annual budgeted amount of \$19,750. |
| Item No. 8 – Employee Benefit Renewal and Changes and contract with MetLife | Consider Employee Group Medical and Dental Plan renewal and changes effective January 1, 2020 and contract with MetLife for Voluntary Group Critical Illness, Accident, and Hospital Indemnity insurances. |

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City Manager Gray stated Consent Agenda Items No. 5 and 6 have been updated. The City has been working with developers and land owners over the past couple years to do a road network plan, utility plan, and design standards for the City and Lake County. The design standards will return to the County as well as to the City to approve and to coordinate the implementation. Both Lake County and the City have a contract with Mr. Levey. The change made to the agreement was to condense the timeframe to two years rather than three years.

Council Member Brishke inquired about the payment due within the contract. City Manager Gray stated the total amount is \$275,000. Lake County is paying \$110,000 with the City only paying \$75,000 for the first year of the services and then Lake County and the City will be splitting the second year equally of \$45,000 each. The City has the option of getting out of the agreement at any time with notice.

Council Member Mullins expressed support for jobs being located on US-27.

City Manager Gray stated this Thursday the Central Florida Express Authority will be voting on the alignment of the toll road connecting US-27 to 429. The connection will be a reality in the next five years.

Council Member Mullins moved to approve the Consent Agenda as modified; seconded by Council Member Bates. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 12 – Resolution No. 2019-22R, *Iglesia Evangelica Emanuel, Inc.*

Deputy City Clerk Zinker read Resolution No. 2019-22R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a church use in the C-2 General Commercial Zoning district.

Development Services Director Henschel presented the applicant's request for a Conditional Use Permit to allow a church use in the C-2 General Commercial zoning district. The subject property is located in the South Lake Plaza which is a multi-tenant shopping center with retail, office, restaurants and other commercial uses. The applicant proposed to occupy approximately 2,400 square feet of vacant building space. Staff has reviewed the application and recommended approval of Resolution No. 2019-22R.

The applicants were present and available for questions.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Mullins expressed support for the request, and concerns regarding parking.

Council Member Bates moved to approve Resolution No. 2019-22R; seconded by Council Member Mullins. The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 15 – Ordinance No. 2019-42, *Introduction, Rocky Mount*

Deputy City Clerk Zinker read Ordinance No. 2019-42 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land contiguous to the present City boundaries; providing for an effective date, severability, recording, and publication.

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Council Member Mullins moved to introduce Ordinance No. 2019-42; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 16 – Ordinance No. 2019-43, *Transmittal, Rocky Mount*

Deputy City Clerk Zinker read Ordinance No. 2019-43 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Large Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Large Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Large Scale Comprehensive Plan Amendment; providing for the adoption of the Large Scale Comprehensive Plan Amendment; establishing the legal status of the Large Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Planning Manager Kruse presented the applicant's request for an amendment to the Future Land Use Map. The subject site is approximately 10.8 +/- acres in size. The property is located within the Interlocal Service Boundary Agreement and the Joint Planning Area. The property has been previously mined and is currently used for agricultural purposes. The applicant desires to develop the property for commercial uses. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The requested change is similar to the surrounding land use. Staff recommended approval of the transmittal to change the future land use. The Planning and Zoning Commission recommended approval six to zero.

City Manager Gray stated this is only a transmittal hearing and the matter will return for final hearing at a later date.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Bates moved to transmit Ordinance No. 2019-43; seconded by Council Member Mullins. The motion passed with all members present voting aye.

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ADJOURN: With no further comments, this meeting adjourned at 7:08pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, October 22, 2019		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and AGH Management LLC to provide athletic field turf maintenance services to six parks.		
Staff Report		
The Purchasing Department and the Parks and Recreation Department recommend approval of the above action. The current contract No. 2013-65 for athletic fields maintenance expired October 21, 2019 and a new solicitation was issued to continue these services. The Purchasing Department issued a Request for Bid (RFB) number 20-003 to establish a new term contract these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were three (3) responses to the RFB. The work involves turf maintenance of athletic fields for Hancock Park, Lake Felter Park, McKinney Park, Bishop Park, West Park, and Palatlahaka Park. Turf maintenance includes play field care such as fertilizer, grass seed, weed control materials, pesticides, field inspections, clay fields maintenance, pre-game setup, and other routine field care. Award is being recommended to low responsive and responsible bidder AGH Management, LLC. in the anticipated annual amount of \$222,683.40. It is recommended that the Council approve and execute a term contract with AGH Management, LLC. to provide athletic field turf maintenance. The initial term contract is for a three (3) year period with up to three (3) additional one (1) year renewal periods at the option of the City.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual fiscal impact of \$222,683.40 is included in the approved budget. Department Code:10572-53403		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 20-003 Response Tabulation	RFB 20-003 Response Tabulation.pdf	
2. RFB 20-003 Award Recommendation	RFB 20-003 Award Recommendation.pdf	



RESPONSE TABULATION

RFB 20-003, ATHLETIC FIELDS TURF MAINTENANCE
DUE DATE/TIME: SEPTEMBER 26, 2019 AT 2:00 P.M. (EST)

COMPANY NAME	ADDN.1	ADDN. 2	ADDN. 3	ADDN. 4	TOTAL PRICE (Line Items 1-6)
AGH Management, LLC – Clermont, FL	Y	Y	Y	Y	\$222,683.40
World Sports Turf & Marketing, LLC – Tampa, FL	Y	Y	Y	Y	\$343,762.81
JSM Services Inc. – Bartow, FL	Y	Y	Y	Y	\$449,011.29



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
SEPTEMBER 30, 2019
RFB 20-003 – ATHLETIC FIELDS TURF MAINTENANCE

Based on the results of the bid submittals, the Purchasing Department is recommending the award to the low responsive and responsible bidder, AGH Management, LLC, in the total price of \$222,683.40.



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, October 22, 2019		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve a piggyback from the Florida Sheriffs Association contract number FSA18-VEH16.0 with Container Systems & Equipment Company, Inc. to purchase two (2) side-loader trucks.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request For Interest (RFI) number 2010-002 to notify local vendors of the city's intent to utilize other governmental entities' contract. The RFI was posted on the city's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that council approve to piggyback the Florida Sheriffs Association contract number FSA18-VEH16.0. Environmental Services Department = Two (2) side-loader trucks for a total of \$625,922. The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$625,922 is included in the FY 2020 approved budget. Account Code: 49534-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Quote for Side Loader Trucks	Quote for Side Loader Trucks.pdf	
2. RFI 2010-002	RFI 2010-002.pdf	

Container Systems

& Equipment Company, Inc.



DATE: **October 2, 2019**

TO: Brian Camp - City of Clermont

RE: **Price quotation for 2019 Crane Carrier Crew Cab chassis and Curbtender body from the Florida Sheriff's Contract Bid #FSA18-VEH16.0, Specification #16 (60,000 GVW Refuse Truck)**
Rollover of contract (effective through 9/30/20)

Chassis: **Base Bid Specifications:**

2018 CCC LET2 (low entry tilt) chassis, 60,000 lbs. GVW, galvanized steel, 60 degree tilt, 19" floor height both sides, left side driving position with air ride seat, full doors with w/manual windows, air conditioning, CD player, dual cab fans, air horn, electric wipers, white paint, 10# fire extinguisher, warning triangle kit, parts and service CD
Cummins ISX 320R- 320hp -1150 ft.lbs. torque
w/ Leece Neville 160 amp alternator, diesel particulate filter (DPF), selective catalytic reduction (SCR) muffler
Allison 4500RDS transmission, w/ oil cooler inside radiator,
Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DS405P - 40,000 lbs. tandem rear axle,
Hendrickson HN402 40,000lb. suspension, Wabco System Saver air dryer, 80 gallon fuel tank, 10 gallon DEF tank
tires: front - 315/80R x 22.5 - 20 ply - Goodyear G289 - 22.5" x 9.00" disc wheels
rear - 11R 22.5 - 16 ply - Bridgestone M843, 22.5" x 8.25" disc wheels

Cost: \$ 187,949

Specification Adjustments for the City of Clermont

Change ISX engine to ISL 380 horsepower (deduct) - 4,506
Add Ridewell RDS 209 rear steer suspension (46,000 lbs capacity), with ATC (automatic traction control)
(includes 12Rx22.5 tires on drive axle and 425/65R x 22.5 tires on tag axle) + 3,326
Add aluminum wheels ILO steel wheels + 1,565
Change to right side steering (\$478) with electric Lucerix remote control mirrors (\$1,220) + 1,698
Change to electric roll down windows + 923

Chassis Cost: **\$ 190,955**

Deduct Preferred Customer Quantity Discount

Chassis subtotal: **\$ 183,955**

Body: **Curbtender PowerPak full eject 27 cu.yd. automated side loader, including the following:**

front pump system under cab, electronic proportional controls with "coordinator" arm control, left hand joystick
full eject packer panel, steel upgrade package (includes: 10 gauge - 80,000PSI high strength body sides,
3/16" AR450 body floor, 3/8" AR450 hopper floor with liner, 1/4" AR450 hopper sides, 1/4" AR 450 packer face plate)
manual hopper cover, hopper clean-out tool, dual color camera system, auto-lube system for the arm

\$ 125,326

Specification adjustments:

Delete Curbtender installed auto lube system (3,300) and add LH Travis system (4,330) + 1,030
Add Chevron Clarity biodegradable hydraulic oil + 1,250
Add additional camera and light to view packer inside body + 900
Add service hoist for full eject body + 3,450

Body cost **\$ 131,956**

Deduct Preferred Customer Quantity Discount

Body subtotal: **\$ 129,006**

Chassis \$183,955 + Body \$129,006 \$ 312,961

TOTAL per unit: \$ 312,961. Quantity two total: \$ 625,922

Delivery: 60 to 90 days

FOB: Clermont, FL.

Terms: Net 45 days

Respectfully,

Robert Barton

The Florida Sheriffs Association (FSA) has renewed, through mutual agreement with awarded vendors, select specifications within Contract FSA18-VEH16.0, Cab & Chassis Trucks and Heavy Equipment. This contract renewal is in accordance with Section 3.04 Option to Renew with Price Adjustment of the Contract Terms and Conditions. Awarded vendors on this list have executed agreements signed as Addendum #3, dated July 1, 2019.

The price increases associated with this contract renewal are based on the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This extension authorizes a price adjustment for each product listed and applies to the published options. Option pricing must remain below MSRP. Price increases may not exceed the published percent. FSA has published a schedule listing the authorized PPI percent to each item (Contract Renewal PPI Schedule).

To utilize this contract renewal, simply refer to original contract for the product under Contract FSA18-VEH16.0, Cab & Chassis Trucks and Heavy Equipment. Contact the awarded vendor using the Vendor Directory. To calculate the contract renewal price, use the original contract price and the percent increase on the Contract Renewal PPI Schedule.

Quotes from the awarded vendor must not exceed the original price plus the authorized PPI percent listed on the Contract Renewal PPI Schedule document for each Group, Make, and Model.

ORDERING
([HTTPS://WWW.FLSHERIFFS.ORG](https://www.flsheriffs.org))
INSTRUCTION:

(/UPLOADS/DOCS/16.0_CON

FSA18-VEH16.0 CONTRA
RENEWAL PPI SCHEDU
(/UPLOADS/DOCS/16.0_R
OVER_ITEMS_FINAL_LIST_V

Need Assistance?

Email us at
cpp@flsheriffs.org
(<mailto:cpp@flsheriffs.org>)
or call 850-877-2165



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Two Side Loader Trucks

CONTACT INFORMATION:	RFI No. 2010-002	ISSUED DATE: October 4, 2019
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 14, 2019 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services Department

(b) Company Information: Container Systems & Equipment Company, Inc.

(c) Contract Number and Title: FSA18-VEH16.0, Specification #16 (60,000 GVW Refuse Truck)

(d) Length of Contract: One (1) year from October 1, 2019 to September 30, 2020.

(e) Product or Service Provided: The City of Clermont is planning to purchase the following:

Two (2) new 2019 Crane Carrier Crew Cab Chassis and Curbtender body, Spec # 16 (60,000 GVW Refuse Truck

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, October 22, 2019		
Agenda Item Name		
Resolution No. 2019-30R		
Requested Action		
Request approval of an updated Comprehensive Fee Schedule.		
Staff Report		
The current Comprehensive Fee Schedule includes a Daily Boat Launch Fee of \$5.00 and an Annual Boat Launch Fee of \$35.00 for City Residents Only. The fees have been waived during the construction of the new boat ramp at Waterfront Park. With the opening of the new boat ramp expected to occur in November, the fees will start being charged again. In order to clarify the fees, staff is proposing to change the name of the fees to Daily Parking Fees and an Annual Parking Permit. The fee/permit amounts will remain unchanged.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact since the fee/permit amounts are unchanged.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2019-30R - 10-22-19		Resolution No. 2019-30R - 10-22-19.doc



CITY OF CLERMONT
RESOLUTION NO. 2019-30R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE PARKS AND RECREATION FEE SCHEDULE; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for planning and zoning, building services, fire review and inspection services, parks and recreation use, police, city clerk and utility billing; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Section 86.112, is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1.

The City Council does hereby amend Section 4 – Parks and Recreation Fees of the Comprehensive Fee Schedule, as follows:

	<u>City Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>Boat Ramp</u>		
Daily Boat Launch <u>Parking Fee</u> (per boat)	\$5.00	\$5.00
Annual Boat Launch Fee <u>Parking Permit</u> (per boat cost) (<u>City Residents only</u>)	\$35.00	n/a

SECTION 2.

Any resolution or ordinance previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

SECTION 3.

A copy of this Resolution and the Comprehensive Fee Schedule shall be kept on file in the City Clerk's office and made available to the public upon request.

SECTION 4.

This Resolution shall take effect October 22, 2019.



CITY OF CLERMONT
RESOLUTION NO. 2019-30R

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 22nd day of October, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 22, 2019		
Agenda Item Name		
Resolution No. 2019-32R		
Requested Action		
Request approval of an Investment Policy for the City of Clermont 457(b) Deferred Compensation and 401(a) Defined Contribution Employee Retirement Plans.		
Staff Report		
On June 11, 2019, the City Council approved Voya Retirement Insurance and Annuity Company as the new recordkeeper for the city's 457(b) and 401(a) employee retirement plans. With this conversion, the City will play a more active role in administering the plans and as a result, an investment policy is proposed. The Policy provides guidelines and objectives for the administration of the plans and has been reviewed by the City's investment consultant.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution No. 2019-32R - Investment Policy 10-10-19	Resolution No. 2019-32R - Investment Policy 10-10-19.doc
2.	Investment Policy - 10-22-19	Investment Policy - 10-22-19.docx



CITY OF CLERMONT
RESOLUTION NO. 2019-32R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA ADOPTING AN INVESTMENT POLICY FOR THE 457(b) DEFERRED COMPENSATION AND 401(a) DEFINED CONTRIBUTION EMPLOYEE RETIREMENT PLANS; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City, that the Investment Policy for the 457(b) Deferred Compensation and 401(a) Defined Contribution Employee Retirement Plans be adopted;

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont Investment Policy is hereby adopted as follows:

SECTION 1.

The City Council does hereby adopt the City of Clermont Investment Policy for the 457(b) Deferred Compensation and 401(a) Defined Contribution Employee Retirement Plans as set forth in Attachment A, attached hereto and incorporated herein. The City Council of the City of Clermont may amend the Investment Policy by Resolution when deemed necessary and in the best interest of the City of Clermont.

SECTION 2.

Any resolution previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2019-32R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 22nd day of October, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Investment Policy

457 (b) Deferred Compensation and
401 (a) Defined Contribution Plans



City of Clermont, Florida

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A. Purpose

The purpose of this Investment Policy (“Policy”) is to provide guidelines and objectives for the administration of the City’s 457(b) Deferred Compensation and 401(k) Defined Contribution Plans (“Plans”).

B. Duties and Responsibilities

1. Sponsor (City)

The City is responsible for the administration of the Plan, including establishing, reviewing, and implementing investment objectives, policies and guidelines. As fiduciaries under the Plan, the City’s primary responsibilities are to:

- a. Prepare and update the Policy as needed.
- b. Provide a diversified menu of investment options for participants at a reasonable cost.
- c. Establish investment goals which will be used to select and monitor investment options.
- e. Control and monitor associated expenses and fees.
- f. Monitor and supervise service providers.
- g. Avoid prohibited transactions and conflicts of interest or take action to correct any such transactions.
- h. Provide information and educational opportunities to enable participants to make informed investment choices.

2. Participants

Plan participants are responsible for their own investment decisions and bear the ultimate risk and responsibility for their account investment elections. The City will strive to provide a suitable range of investment options, allowing participants to invest in accordance with their own retirement goals, risk tolerances and investment time horizons. Because of the broad range of ages, the City will select a diverse number of investment options with the intention of creating the potential for participants to select investment options that meet individual needs and risk tolerances.

3. Investment Advisor (the “Consultant”)

The Consultant shall exercise the same standard of care, skill prudence and due diligence used under a similar circumstance that an experienced investment professional, acting in a similar capacity and fully familiar with such matters, would use for similar retirement plans with similar goals in accordance and compliance with all applicable laws, rules and regulations. In addition, the Consultant shall assist the City as follows:

- a. Establish and update the Policy, including objectives and guidelines for the selection of investment options and the review of fund managers and plan service providers.
- b. Measuring and evaluating investment performance and risk in accordance with Policy guidelines.
- c. Reporting absolute and comparative performance and adherence to Policy guidelines.
- d. Any other tasks deemed appropriate by the City.

4. Recordkeeper/Custodian

The recordkeeper/custodian is responsible for collecting and holding Plan assets in trust for the exclusive purpose of providing benefits for the Plan’s participants and beneficiaries.

5. Investment or Fund Manager (the “Manager”)

As discretionary advisors, the Managers are to make all investment decisions for the assets placed within their respective mutual funds. Discretionary investment management includes decisions to buy, sell or hold securities and to alter asset allocation with the parameters established in the mutual fund prospectus. The manager must be a Registered Investment Advisor under the Investment Advisors Act of 1940 or be exempt as part of a bank or insurance company.

C. Administrative & Compliance Objectives

The Plans are intended to operate in accordance with all applicable state and federal laws and the regulations there under. Although the Plans are not subject to ERISA (Employee Retirement Income Security Act of 1974), the Trustees may apply or rely upon for guidance all or a portion of the regulations under ERISA Section 401(c) or other similar sections. The Plan objectives are as follows:

1. To comply with all fiduciary, prudence and due diligence requirements that experienced investment professionals would utilize, as well as with all applicable laws, rules, and regulations from various local, state, federal and international political entities that may impact Plan assets;

2. To provide participants with at least three investment options with different risk/return profiles;
3. To provide participants Target Date options and Risk Based portfolios;
4. To provide participants with sufficient information so that the participants can make an informed decision about his or her selection of investment option(s);
5. To permit participants to change investment options on a daily basis;
6. To have the ability to pay all benefit and expense obligations when due; and
7. To control and account for all costs of administering and managing the Plan.

D. Asset Classes

The following asset classes have been selected for participants to choose from:

1. Stable Value
2. Target Date Funds
3. Lifestyle Funds
4. Large Cap Equities
5. Mid Cap Equities
6. Small Cap Equities
7. Real Estate Investment Trusts
8. Foreign Equities
9. Emerging Markets
10. Core Bonds
11. High Yield Bonds
12. Specialty Funds

E. Investment Options and Managers Selection Criteria

The following criteria is to be used in selecting investment options and managers:

1. A minimum performance track record: The investment option must have a reasonable performance record, typically a minimum of 3 years.
2. An historical return relative to its peers: The investment option should have above average returns (to 50th percentile or better) compared to its peers over a trailing performance period of three to five years.
3. The volatility: The amount of risk (volatility) of each investment option should not be more than 20% higher than its benchmark over 3- and 5-year time periods.
4. The investment manager's tenure: The investment manager or management team should have a reasonably consistent tenure, typically a minimum of 3 years, to ensure that past performance is attributed to the current management team.
5. Consistency of investment style: The investment option's style or objectives should be consistent over time. A reasonable level of style purity is necessary so that participants can better diversify their investment options.
6. Expenses: the investment option should have reasonable expenses when compared to like-type funds.
7. Daily valuation: Each investment option must be valued daily.

Any reference for comparative purposes to peers or benchmark will mean the weighted average of such, where applicable for the portfolios.

F. Performance Monitoring

The City will review the results of all investments at least quarterly, or as often as the City deems necessary. During such reviews, City will consider the performance of each fund or manager against its appropriate benchmark and peer group. The City will also be aware that the ongoing review and analysis of each fund shall be like the due diligence implemented during the initial selection process. The City will continually monitor the performance of the funds, and at its discretion may take corrective action and replace any fund at any time. A formal fund evaluation may be initiated if any extraordinary event occurs that could interfere with the fund's ability to fulfill its role in the future, or if a fund fails to achieve predetermined performance objectives over the predetermined time period. The criteria for evaluating a fund's performance are as follows:

1. Primary Factors

- a. Bottom quartile peer group rank over four (4) consecutive quarters as compared to the fund's peer group (comparable investment universe).
- b. Rolling returns in the bottom 50th percentile for any three-year (3) period or five-year period (5).

2. Additional Factors

- a. Management changes;
- b. Significant change in alpha;
- c. Significant change in beta;
- d. Significant increase in expense ratio; or
- e. Other significant events.

3. Watch List

- a. Failure to meet established criteria will result in a fund(s) being placed on "watch list" for further analysis and monitoring.

G. Plan Evaluation

The City shall review and evaluate, no less than quarterly, fund conformance to the policy and whether each manager continues to conform to the criteria outlined in Section F.

The City shall also review at least annually, all costs associated with management of the Plan, including expense ratios and administrative fees.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 22, 2019		
Agenda Item Name		
Resolution No. 2019-33R		
Requested Action		
Request to approve an amended City of Clermont 401(a) Defined Contribution Employee Retirement Plan Document and Adoption Agreement.		
Staff Report		
On June 11, 2019 the City Council approved Voya Retirement Insurance and Annuity Company as the new recordkeeper for the city's 401(a) Defined Contribution Employee Retirement Plan. With this conversion, an updated Plan Document and Adoption Agreement are proposed. The Plan Document and Adoption Agreement contain such information as when employees are eligible to participate in the plan, benefits of the plan, distribution options, vesting schedules and normal retirement age requirements and other features of the plan. It is noted that no benefit changes are included in the updated plan documents.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the city.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2019-33R - 401a Plan	Resolution No. 2019-33R - 401a Plan Documents .doc	
2. City of Clermont 401a. Summary Plan Description	City of Clermont 401a. Summary Plan Description.doc	
3. City of Clermont 401a. Plan Document	City of Clermont 401a. Plan Document.pdf	
4. City of Clermont 401a. Adoption Agreement	City of Clermont 401a. Adoption Agreement.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2019-33R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA ADOPTING AN AMENDED CITY OF CLERMONT 401(a) DEFINED CONTRIBUTION EMPLOYEE RETIREMENT PLAN DOCUMENT AND ADOPTION AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City, that an amended City of Clermont 401(a) Defined Contribution Employee Retirement Plan Document and Adoption Agreement be adopted;

NOW, THEREFORE, BE IT RESOLVED, that the amended City of Clermont 401(a) Defined Contribution Employee Retirement Plan Document and Adoption Agreement are hereby adopted as follows:

SECTION 1.

The City Council does hereby adopt the amended City of Clermont 401(a) Defined Contribution Employee Retirement Plan Document and Adoption Agreement as set forth in Attachment A, attached hereto and incorporated herein. The City Council of the City of Clermont may amend the Plan Document and Adoption Agreement by Resolution when deemed necessary and in the best interest of the City of Clermont.

SECTION 2.

Any resolution previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2019-33R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 22nd day of October, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

401(A) CITY OF CLERMONT DEFINED CONTRIBUTION PLAN
SUMMARY OF PLAN PROVISIONS

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401(A) CITY OF CLERMONT DEFINED CONTRIBUTION PLAN

SUMMARY OF PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

401(a) City of Clermont Defined Contribution Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

What information does this Summary provide?

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

Types of Contributions. The Plan includes provisions for the following types of contributions:

- Employer nonelective contributions
- Employee rollover contributions

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- Police Officers, Firefighters, Part-time, Seasonal and Temporary Employees

Eligibility Conditions. You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- completion of one (1) Period of Service.

Entry Date. Your Entry Date will be the date on which you satisfy the eligibility requirements.

How is my service determined for purposes of Plan eligibility?

Period of Service. You will be credited with a Period of Service once twelve months have passed since your date of hire.

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are rollover contributions?

Rollover contributions. At the discretion of the Administrator, if you are a Participant who is currently employed, you may be permitted to deposit into the Plan distributions you have received from other retirement plans. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time.

ARTICLE III EMPLOYER CONTRIBUTIONS

This Article describes Employer contributions that will be made to the Plan.

What is the Employer nonelective contribution and how is it allocated?

Nonelective contribution. Your Employer will make a nonelective contribution equal to 10% of your Compensation for each pay period.

Allocation conditions. You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

What are forfeitures and how are they allocated?

Definition of forfeitures. In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and is called a forfeiture.

Allocation of forfeitures. The Employer may use forfeitures to pay Plan expenses or to reduce amounts otherwise required to be contributed to the Plan.

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax withholding and paid to you by your Employer during the Plan Year.

Adjustments to compensation. The following adjustments to compensation will be made:

- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits will be excluded.
- excluding any amount paid as Employer-provided education assistance, notwithstanding that such payment may be taxable wages to the Participant, payments to or for a participant for travel and per diem expenses, health, hospitalization or retirement benefits

- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
 - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
 - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2019 is \$280,000. After 2019, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2019, this total cannot exceed the lesser of \$56,000 or 100% of your annual compensation. After 2019, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE V VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- rollover contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Periods of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Employer Contributions

Your "vested percentage" in your account attributable to Employer contributions is determined under the following schedule. You will always, however, be 100% vested in these contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule Nonelective Contributions	
Periods of Service	Percentage
0 - 4 years of service	0%
5 years of service	50%
6 years of service	60%
7 years of service	70%
8 years of service	80%
9 years of service	90%
10 years of service	100%

How is my service determined for vesting purposes?

Period of Service. You will be credited with a Period of Service for each twelve-month period from your date of employment until the date you terminate employment. The Administrator will track your service and will credit you with a Period of Service in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

When will the non-vested portion of my account balance be forfeited?

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- of the distribution of your vested account balance, or
- when you incur five consecutive 1-year Breaks in Service.

ARTICLE VI HARDSHIP DISTRIBUTIONS

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependents or necessary for you, your spouse or your dependents to obtain medical care.
- Costs directly related to the purchase of your principal residence (excluding mortgage payments).
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or your dependents.
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents.
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.

A hardship distribution can only be made if there is an immediate and heavy financial need. In addition to the expenses listed above, a hardship distribution can be made to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from a hardship distribution. The Administrator must determine, based on all relevant facts and circumstances, whether you have other resources available to satisfy the financial need. For this purpose, your resources will generally include property which is owned by your spouse or minor children.

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Hardship Distributions" for a further explanation.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$1,000, then a distribution will be made to you

regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

Treatment of rollovers for consent to distribution. In determining if the value of your vested account balance exceeds the \$1,000 threshold described above used to determine whether you must consent to a distribution, your rollover account will be considered as part of your benefit.

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 62, or your 10th anniversary of the first day of the Plan Year in which you joined the Plan, if later. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

Payment of benefits. If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$1,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$1,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals
- partial withdrawals or installments but only with respect to minimum required distributions, over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary). (See below "Delaying distributions." for an explanation of minimum required distributions.)

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$1,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Beneficiary designation. You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit in the same forms of payments that were available to you.

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

What happens if I'm a participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal

income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE X PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

ARTICLE XI
GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is 401(a) City of Clermont Defined Contribution Plan.

Plan Effective Dates

This Plan was originally effective on April 22nd, 1986. The amended and restated provisions of the Plan become effective on October 18th, 2019.

Other Plan Information

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

Employer Information

Your Employer's name, address and identification number are:

City of Clermont
685 W. Montrose Street
Clermont, Florida 34711
59-6000290

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

City of Clermont
685 W. Montrose Street
Clermont, Florida 34711
(352) 241-7380

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:

Voya Institutional Trust Company
One Orange Way
Windsor, Connecticut 06095
(860) 580-2511

FIS Business Systems LLC
Governmental Defined Contribution Volume Submitter Plan

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**ARTICLE I
DEFINITIONS**

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

1.1 "Account" means any separate notational account established and maintained by the Administrator for each Participant under the Plan. To the extent applicable, a Participant may have any (or all) of the following notational Accounts:

- (a) "Combined Account" means the account representing the Participant's total interest under the Plan resulting from Employer contributions. In addition, Forfeitures are part of the Combined Account to the extent they are reallocated.
- (b) "Mandatory Contribution Account" means the account established hereunder to which mandatory Employee contributions made pursuant to Section 4.8 are allocated, to the extent such contributions are not picked-up by the Employer pursuant to Code §414(h). A Participant's Mandatory Contribution Account shall be fully Vested at all times.
- (c) "Rollover Account" means the account established hereunder to which amounts transferred from a qualified plan or individual retirement account in accordance with Section 4.6 are allocated.
- (d) "Transfer Account" means the account established hereunder to which amounts transferred to this Plan from a direct plan-to-plan transfer in accordance with Section 4.7 are allocated.
- (e) "Voluntary Contribution Account" means the account established hereunder to which after-tax voluntary Employee contributions made pursuant to Section 4.9 are allocated.

1.2 "Administrator" means the Employer unless another person or entity has been designated by the Employer pursuant to Section 2.2 to administer the Plan on behalf of the Employer.

1.3 "Adoption Agreement" means the separate agreement which is executed by the Employer and sets forth the elective provisions of this Plan and Trust as specified by the Employer.

1.4 "Affiliated Employer" means any entity required to be aggregated with the Employer pursuant to Code §414.

1.5 "Alternate Payee" means an alternate payee pursuant to a qualified domestic relations order that meets the requirements of Code §414(p).

1.6 "Anniversary Date" means the last day of the Plan Year.

1.7 "Annuity Starting Date" means, with respect to any Participant, the first day of the first period for which an amount is paid as an annuity, or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitles the Participant to such benefit.

1.8 "Beneficiary" means the person (or entity) to whom all or a portion of a deceased Participant's interest in the Plan is payable, subject to the restrictions of Sections 6.2 and 6.6.

1.9 "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time.

1.10 "Compensation" means, with respect to any Participant, the amount determined in accordance with the following provisions, except as otherwise provided in the Adoption Agreement.

- (a) **Base definition.** One of the following, as elected in the Adoption Agreement:

- (1) Information required to be reported under Code §§6041, 6051 and 6052 (Wages, tips and other compensation as reported on Form W-2). Compensation means wages, within the meaning of Code §3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §§6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

- (2) Code §3401(a) Wages. Compensation means an Employee's wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) 415 safe harbor compensation. Compensation means wages, salaries, for Plan Years beginning after December 31, 2008, Military Differential Pay, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Regulation §1.62-2(c))), and excluding the following:

- (i) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent such contributions are excludable from the Employee's gross income, or any distributions from a plan of deferred compensation;
- (ii) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- (iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
- (iv) Other amounts which receive special tax benefits, or contributions made by the Employer (whether or not under a salary deferral agreement) towards the purchase of an annuity contract described in Code §403(b) (whether or not the contributions are actually excludable from the gross income of the Employee).

(b) **Paid during "determination period."** Compensation shall include only that Compensation which is actually paid to the Participant during the "determination period". Except as otherwise provided in this Plan, the "determination period" is the period elected by the Employer in the Adoption Agreement. If the Employer makes no election, the "determination period" shall be the Plan Year.

(c) **Inclusion of deferrals.** Notwithstanding the above, unless otherwise elected in the Adoption Agreement, Compensation shall include all of the following types of elective contributions and all of the following types of deferred compensation:

(1) Elective contributions that are made by the Employer on behalf of a Participant that are not includible in gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) and 403(b). If specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), amounts under Code §125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(2) Compensation deferred under an eligible deferred compensation plan within the meaning of Code §457(b).

(3) Employee contributions described in Code §414(h)(2) that are picked-up by the employing unit and thus are treated as Employer contributions.

(d) **Post-severance compensation – Code §415 Regulations.** The Administrator shall adjust Compensation, for Plan Years beginning on or after July 1, 2007 (or such other date as the Employer specifies in the Compensation Section of the Adoption Agreement), for amounts that would otherwise be included in the definition of Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Plan Year that includes the date of the Participant's severance from employment with the Employer, in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of Compensation) if:

- (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
- (ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave cash-outs.** Compensation shall include leave cash-outs if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation.** Compensation shall include deferred compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled.

(e) **Dollar limitation.** Compensation in excess of \$200,000 shall be disregarded for all. Such amount shall be adjusted by the Commissioner for increases in the cost-of-living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any "determination period" beginning with or within such calendar year. If a "determination period" consists of fewer than twelve (12) months, the \$200,000 annual Compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the "determination period," and the denominator of which is twelve (12). In applying any Plan limitation on the amount of matching contributions, where such limits are expressed as a percentage of Compensation, the Administrator may apply the Compensation limit under this Section annually, even if the matching contribution formula is applied on any time interval which is less than the full Plan Year or the Administrator may pro rate the Compensation limit.

In the case of an "eligible Participant," the dollar limitation under Code §401(a)(17) shall not apply to the extent the amount under the Plan would be reduced below the amount which was allowed to be taken into account under the Plan as in effect on July 1, 1993. For purposes of this provision, an "eligible Participant" is an individual who first became a Participant before the first Plan Year beginning after the earlier of (i) the Plan Year in which the Plan was amended to reflect Code §401(a)(17), or (ii) December 31, 1995.

(f) **Non-eligible Employee.** If, in the Adoption Agreement, the Employer elects to exclude a class of Employees from the Plan, then Compensation for any Employee who becomes eligible or ceases to be eligible to participate during a "determination period" shall only include Compensation while the Employee is an Eligible Employee.

(g) **Amendment.** If, in connection with the adoption of any amendment, the definition of Compensation has been modified, then, except as otherwise provided herein, for Plan Years prior to the Plan Year which includes the adoption date of such amendment, Compensation means compensation determined pursuant to the terms of the Plan then in effect.

1.11 "Contract" or "Policy" means any life insurance policy, retirement income policy, or annuity contract (group or individual) issued by the Insurer. In the event of any conflict between the terms of this Plan and the terms of any contract purchased hereunder, the Plan provisions shall control.

1.12 "Custodian" means a person or entity that has custody of all or any portion of the Plan assets.

1.13 "Directed Trustee" means a Trustee who, with respect to the investment of Plan assets, is subject to the direction of the Administrator, the Employer, a properly appointed Investment Manager, or Plan Participant. To the extent the Trustee is a Directed Trustee, the Trustee does not have any discretionary authority with respect to the investment of Plan assets. In addition, the Trustee is not responsible for the propriety of any directed investment made pursuant to this Section and shall not be required to consult or advise the Employer regarding the investment quality of any directed investment held under the Plan.

1.14 "Discretionary Trustee" means a Trustee who has the authority and discretion to invest, manage or control any portion of the Plan assets.

1.15 "Early Retirement Date" means the date specified in the Adoption Agreement on which a Participant has satisfied the requirements specified in the Adoption Agreement (Early Retirement Age). If elected in the Adoption Agreement, a Participant shall become fully Vested upon satisfying such requirements if the Participant is still employed at the Early Retirement Age.

A Participant who severs from employment after satisfying any service requirement but before satisfying the age requirement for Early Retirement Age and who thereafter reaches the age requirement contained herein shall be entitled to receive benefits under this Plan

(other than any accelerated vesting and allocations of Employer contributions) as though the requirements for Early Retirement Age had been satisfied.

1.16 "Effective Date" means the date this Plan, including any restatement or amendment of this Plan, is effective. Where the Plan is restated or amended, a reference to Effective Date is the effective date of the restatement or amendment, except where the context indicates a reference to an earlier Effective Date. If any provision of this Plan is retroactively effective, the provisions of this Plan generally control. However, if the provision of this Plan is different from the provision of the Employer's prior plan document and, after the retroactive Effective Date of this Plan, the Employer operated in compliance with the provisions of the prior plan, then the provision of such prior plan is incorporated into this Plan for purposes of determining whether the Employer operated the Plan in compliance with its terms, provided operation in compliance with the terms of the prior plan do not violate any qualification requirements under the Code, Regulations, or other IRS guidance.

The Employer may designate special effective dates for individual provisions under the Plan where provided in the Adoption Agreement or under Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). If one or more qualified retirement plans have been merged into this Plan, the provisions of the merging plan(s) will remain in full force and effect until the effective date of the plan merger(s).

1.17 "Eligible Employee" means any Eligible Employee as elected in the Adoption Agreement and as provided herein. An individual shall not be an Eligible Employee if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records and out-sourced workers, are not Eligible Employees and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. Furthermore, Employees of an Affiliated Employer will not be treated as Eligible Employees prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

If, in the Adoption Agreement, the Employer elects to exclude union employees, then Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining, shall not be eligible to participate in this Plan to the extent of employment covered by such agreement, unless the agreement provides for coverage in the Plan (see Section 4.1(d)). For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service in each respective category are treated separately.

If, in the Adoption Agreement, the Employer elects to exclude nonresident aliens, then Employees who are nonresident aliens (within the meaning of Code §7701(b)(1)(B)) who received no earned income (within the meaning of Code §911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code §861(a)(3)) shall not be eligible to participate in this Plan. In addition, this paragraph shall also apply to exclude from participation in the Plan an Employee who is a nonresident alien (within the meaning of Code §7701(b)(1)(B)) but who receives earned income (within the meaning of Code §911(d)(2)) from the Employer that constitutes income from sources within the United States (within the meaning of Code §861(a)(3)), if all of the Employee's earned income from the Employer from sources within the United States is exempt from United States income tax under an applicable income tax convention. The preceding sentence will apply only if all Employees described in the preceding sentence are excluded from the Plan.

If, in the Adoption Agreement, the Employer elects to exclude Part-Time/Temporary/Seasonal Employees, then notwithstanding any such exclusion, if any such excluded Employee actually completes or completed a Year of Service, then such Employee will cease to be within this particular excluded class.

1.18 "Employee" means any person who is employed by the Employer. The term "Employee" shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code §414(n) or (o).

1.19 "Employer" means the governmental entity specified in the Adoption Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan. This plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government, and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

1.20 "Fiscal Year" means the Employer's accounting year.

1.21 "Forfeiture" means that portion of a Participant's Account that is not Vested and is disposed of in accordance with the provisions of the Plan.

A Forfeiture will occur on the earlier of:

- (a) The last day of the Plan Year in which a Participant incurs five (5) consecutive 1-Year Breaks in Service, or
- (b) The distribution of the entire Vested portion of the Participant's Account of a Participant who has severed employment with the Employer. For purposes of this provision, if the Participant has a Vested benefit of zero, then such Participant shall be deemed to

have received a distribution of such Vested benefit as of the year in which the severance of employment occurs. For this purpose, a Participant's Vested benefit shall not include: (i) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B), and (ii) the Participant's Rollover Account.

Regardless of the preceding, if a Participant is eligible to share in the allocation of Forfeitures in the year in which the Forfeiture would otherwise occur, then the Forfeiture will not occur until the end of the first Plan Year for which the Participant is not eligible to share in the allocation of Forfeitures. Furthermore, the term "Forfeiture" shall also include amounts deemed to be Forfeitures pursuant to any other provision of this Plan.

1.22 "Former Employee" means an individual who has severed employment with the Employer or an Affiliated Employer.

1.23 "415 Compensation" means, with respect to any Participant, such Participant's (a) Wages, tips and other compensation on Form W-2, (b) Code §3401(a) wages or (c) 415 safe harbor compensation as elected in the Adoption Agreement for purposes of Compensation (and as defined in Subsections 1.18(a)(1)-3 respectively). 415 Compensation shall be based on the full Limitation Year regardless of when participation in the Plan commences. Furthermore, regardless of any election made in the Adoption Agreement, 415 Compensation shall include any elective deferral (as defined in Code §§402(e)(3), 402(k) and 402(h)(1)(B)) and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code §§125, 457, and 132(f)(4). In addition, for years beginning after December 31, 2008 Military Differential Pay is treated as 415 Compensation.

(a) **Deemed 125 compensation.** If elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), amounts under Code §125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(b) **Post-severance compensation.** The Administrator shall adjust 415 Compensation, for Limitation Years beginning on or after July 1, 2007, or such earlier date as the Employer specifies in the Compensation Section of the Adoption Agreement, for amounts that would otherwise be included in the definition of 415 Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Limitation Year that includes the date of the Participant's severance from employment with the Employer, in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered 415 Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** 415 Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of 415 Compensation) if:

- (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
- (ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave cash-outs.** 415 Compensation shall include leave cash-outs if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation.** 415 Compensation shall include deferred compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** 415 Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** 415 Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable

period, or the Participant was not a highly compensated employee (within the meaning of Code §414(q)) immediately before becoming disabled.

(c) **Inclusion of certain nonqualified deferred compensation amounts.** If this is a PPA restatement and prior to the restatement Compensation included all items includible in compensation under Regulation §1.415(c)-2(b) (Regulation §1.415-2(d)(2) under the Regulations in effect for Limitation Years beginning prior to July 1, 2007) then 415 Compensation for Limitation Years prior to the adoption of this restatement shall include amounts that are includible in the gross income of a Participant under the rules of Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. For Plan Years beginning on and after the Plan Year in which this restatement is adopted, the Plan does not provide for a definition of 415 Compensation including all items in Regulation §1.415(c)-2(b).

(d) **Back pay.** Back pay, within the meaning of Regulations §1.415(c)-2(g)(8), shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(e) **Dollar limitation.** 415 Compensation will be limited to the same dollar limitations set forth in Section 1.10(e) adjusted in such manner as permitted under Code §415(d).

(f) **Amendment.** Except as otherwise provided herein, if, in connection with the adoption of any amendment, the definition of 415 Compensation has been modified, then for Plan Years prior to the Plan Year which includes the adoption date of such amendment, 415 Compensation means compensation determined pursuant to the terms of the Plan then in effect.

1.24 "Hour of Service" means (a) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer for the performance of duties during the applicable computation period (these hours will be credited to the Employee for the computation period in which the duties are performed); (b) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, incapacity (including disability), jury duty, lay-off, military duty or leave of absence) during the applicable computation period; (c) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages (these hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made). The same Hours of Service shall not be credited both under (a) or (b), as the case may be, and under (c).

Notwithstanding (b) above, (1) no more than 501 Hours of Service will be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (2) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, or unemployment compensation or disability insurance laws; and (3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee. Furthermore, for purposes of (b) above, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

Hours of Service will be credited for employment with all Affiliated Employers and for any individual considered to be a Leased Employee pursuant to Code §414(n) or 414(o) and the Regulations thereunder.

Hours of Service will be determined using the actual hours method unless one of the methods below is elected in the Adoption Agreement. If the **actual hours** method is used to determine Hours of Service, an Employee is credited with the actual Hours of Service the Employee completes with the Employer or the number of Hours of Service for which the Employee is paid (or entitled to payment).

If the **days worked** method is elected, an Employee will be credited with ten (10) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the day.

If the **weeks worked** method is elected, an Employee will be credited with forty-five (45) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the week.

If the **semi-monthly payroll periods worked** method is elected, an Employee will be credited with ninety-five (95) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period.

If the **months worked** method is elected, an Employee will be credited with one hundred ninety (190) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the month.

If the **bi-weekly payroll periods worked** method is elected, an Employee will be credited with ninety (90) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the bi-weekly payroll period.

1.25 "Insurer" means any legal reserve insurance company which has issued or shall issue one or more Contracts or Policies under the Plan.

1.26 "Investment Manager" means a person or entity which renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or property of the Plan and which is appointed in accordance with Section 2.1(b).

1.27 "Late Retirement Date" means the date of, or the first day of the month or the Anniversary Date coinciding with or next following, whichever corresponds to the election in the Adoption Agreement for the Normal Retirement Date, a Participant's actual retirement after having reached the Normal Retirement Date.

1.28 "Leased Employee" means any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity ("leasing organization"), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, Compensation for a Leased Employee shall only include compensation from the leasing organization that is attributable to services performed for the recipient Employer.

A Leased Employee shall not be considered an employee of the recipient Employer if: (a) such employee is covered by a money purchase pension plan providing: (1) a non-integrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code §415(c)(3), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than twenty percent (20%) of the recipient Employer's nonhighly compensated workforce.

1.29 "Limitation Year" means the "determination period" used to determine Compensation. However, the Employer may elect a different Limitation Year in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). All qualified plans maintained by the Employer must use the same Limitation Year. Furthermore, unless there is a change to a new Limitation Year, the Limitation Year will be a twelve (12) consecutive month period. In the case of an initial Limitation Year, the Limitation Year will be the twelve (12) consecutive month period ending on the last day of the period specified in the Adoption Agreement. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new "Limitation Year" must begin on a date within the "Limitation Year" in which the amendment is made. For Limitation Years beginning on and after July 1, 2007, the Limitation Year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, then the Plan is treated as if the Plan had been amended to change its Limitation Year.

1.30 "Military Differential Pay" means, for any Plan or Limitation Year beginning after June 30, 2007, any differential wage payments made to an individual that represents an amount which, when added to the individual's military pay, approximates the amount of Compensation that was paid to the individual while working for the Employer. Notwithstanding the preceding sentence, for Compensation "determination periods" beginning after December 31, 2008, an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an Employee of the Employer making the payment.

1.31 "Nonelective Contribution" means the Employer's contributions to the Plan.

1.32 "Normal Retirement Age" means the age elected in the Adoption Agreement at which time a Participant's Account shall be nonforfeitable (if the Participant is employed by the Employer on or after that date). For money purchase pension plans, if the employer enforces a mandatory retirement age, then the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement.

1.33 "Normal Retirement Date" means the date elected in the Adoption Agreement.

1.34 "1-Year Break in Service" means, if the Hour of Service method is used, the applicable computation period that is used to determine a Year of Service during which an Employee or Former Employee has not completed more than 500 Hours of Service. However, if the Employer selected, in the Service Crediting Method Section of the Adoption Agreement, to define a Year of Service as less than 1,000 Hours of Service, then the 500 Hours of Service in this definition of 1-Year Break in Service shall be proportionately reduced. Further, solely for the purpose of determining whether an Employee has incurred a 1-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" and "maternity and paternity leaves of absence." For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Administrator is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed the number of Hours of Service needed to prevent the Employee from incurring a 1-Year Break in Service.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with the Employer pursuant to an established policy, whether occasioned by illness, military service, or any other reason.

A "maternity or paternity leave of absence" means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement.

If the elapsed time method is elected in the Service Crediting Method Section of the Adoption Agreement, then a "1-Year Break in Service" means a twelve (12) consecutive month period beginning on the severance from service date or any anniversary thereof and ending on the next succeeding anniversary of such date; provided, however, that the Employee or Former Employee does not perform an Hour of Service for the Employer during such twelve (12) consecutive month period.

1.35 "Participant" means any Employee or Former Employee who has satisfied the requirements of Sections 3.1 and 3.2 and entered the Plan and is eligible to accrue benefits under the Plan. In addition, the term "Participant" also includes any individual who was a Participant (as defined in the preceding sentence) and who must continue to be taken into account under a particular provision of the Plan (e.g., because the individual has an Account balance in the Plan).

1.36 "Participant Directed Account" means that portion of a Participant's interest in the Plan with respect to which the Participant has directed the investment in accordance with the Participant Direction Procedures.

1.37 "Participant Direction Procedures" means such instructions, guidelines or policies, the terms of which are incorporated herein, as shall be established pursuant to Section 4.10 and observed by the Administrator and applied and provided to Participants who have Participant Directed Accounts.

1.38 "Participating Employer" means an Employer which, with the consent of the "lead Employer" adopts the Plan pursuant to Section 10.1 or Article XI. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan.

1.39 "Period of Service" means the aggregate of all periods of service commencing with an Employee's first day of employment or reemployment with the Employer or an Affiliated Employer and ending on the first day of a Period of Severance, or for benefit accrual purposes, ending on the severance from service date. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee who incurs a Period of Severance of twelve (12) months or less will also receive service-spanning credit by treating any such period as a Period of Service for purposes of eligibility and vesting (but not benefit accrual). For purposes of benefit accrual, a Participant's whole year Periods of Service is equal to the sum of all full and partial periods of service, whether or not such service is continuous or contiguous, expressed in the number of whole years represented by such sum. For this purpose, fractional periods of a year will be expressed in terms of days.

Periods of Service with any Affiliated Employer shall be recognized. Furthermore, Periods of Service with any predecessor employer that maintained this Plan shall be recognized. Periods of Service with any other predecessor employer shall be recognized as elected in the Adoption Agreement.

In determining Periods of Service for purposes of vesting under the Plan, Periods of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

In the event the method of crediting service is amended from the Hour of Service method to the elapsed time method, an Employee will receive credit for a Period of Service consisting of:

- (a) A number of years equal to the number of Years of Service credited to the Employee before the computation period during which the amendment occurs; and
- (b) The greater of (1) the Periods of Service that would be credited to the Employee under the elapsed time method for service during the entire computation period in which the transfer occurs or (2) the service taken into account under the Hour of Service method as of the date of the amendment.

In addition, the Employee will receive credit for service subsequent to the amendment commencing on the day after the last day of the computation period in which the transfer occurs.

1.40 "Period of Severance" means a continuous period of time during which an Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for "maternity or paternity" reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a one year Period of Severance. For purposes of this paragraph, an absence from work for "maternity or paternity" reasons means an absence (a) by reason of the pregnancy of the individual, (b) by reason of the birth of a child of the individual, (c) by reason of the placement of a child with the individual in connection with the

adoption of such child by such individual, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

1.41 "Plan" means this instrument (hereinafter referred to as FIS Business Systems LLC Governmental Defined Contribution Plan Basic Plan Document #09) and the Adoption Agreement as adopted by the Employer, including all amendments thereto and any appendix which is specifically permitted pursuant to the terms of the Plan.

1.42 "Plan Year" means the Plan's accounting year as specified in the Adoption Agreement. Unless there is a Short Plan Year, the Plan Year will be a twelve-consecutive month period.

1.43 "Qualified Convertible Hours" means the amount of sick and vacation pay plan hours eligible to be converted into Employer contributions.

1.44 "Regulation" means the Income Tax Regulations as promulgated by the Secretary of the Treasury or a delegate of the Secretary of the Treasury, and as amended from time to time.

1.45 "Retirement Date" means the date as of which a Participant retires for reasons other than Total and Permanent Disability, regardless of whether such retirement occurs on a Participant's Normal Retirement Date, Early Retirement Date or Late Retirement Date (see Section 6.1).

1.46 "Short Plan Year" means, if specified in the Adoption Agreement or as the result of an amendment, a Plan Year of less than a twelve (12) month period. If there is a Short Plan Year, the following rules shall apply in the administration of this Plan. In determining whether an Employee has completed a Year of Service (or Period of Service if the elapsed time method is used) for benefit accrual purposes in the Short Plan Year, the number of the Hours of Service (or months of service if the elapsed time method is used) required shall be proportionately reduced based on the number of days (or months) in the Short Plan Year.

1.47 "Spouse" means, a spouse as determined under federal tax law. In addition, with respect to benefits or rights not mandated by law, Spouse also includes a spouse as elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

1.48 "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated with the Employer (including an Affiliated Employer) or applicable Participating Employer, other than by death, Total and Permanent Disability or retirement.

1.49 "Total and Permanent Disability" means, unless otherwise specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The disability of a Participant shall be determined by a licensed physician. However, if the condition constitutes total disability under the federal Social Security Acts, the Administrator may rely upon such determination that the Participant is Totally and Permanently Disabled for the purposes of this Plan. The determination shall be applied uniformly to all Participants.

1.50 "Trustee" means any person or entity that is named in the Adoption Agreement or has otherwise agreed to serve as Trustee, or any successors thereto. In addition, unless the context means, or the Plan provides, otherwise, the term "Trustee" shall mean the Insurer if the Plan is fully insured.

1.51 "Trust Fund" means, if the Plan is funded with a trust, the assets of the Plan and Trust as the same shall exist from time to time.

1.52 "Valuation Date" means the date or dates specified in the Adoption Agreement. Regardless of any election to the contrary, for purposes of the determination and allocation of earnings and losses, the Valuation Date shall include the Anniversary Date and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of Participants' Accounts during the Plan Year, which may include any day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, or any stock exchange used by such agent, are open for business.

1.53 "Vested" means the nonforfeitable portion of any Account maintained on behalf of a Participant.

1.54 "Year of Service" means the computation period of twelve (12) consecutive months, herein set forth, and during which an Employee has completed at least 1,000 Hours of Service (unless a different number of Hours of Service is specified in the Adoption Agreement).

For purposes of eligibility for participation, the initial computation period shall begin with the date on which the Employee first performs an Hour of Service (employment commencement date). Unless otherwise elected in the Service Crediting Method Section of the Adoption Agreement, the succeeding computation periods shall begin on the anniversary of the Employee's employment commencement date. However, unless otherwise elected in the Adoption Agreement, if one (1) Year of Service or less is required as a condition of eligibility, then the computation period after the initial computation period shall shift to the current Plan Year which includes the

anniversary of the date on which the Employee first performed an Hour of Service, and subsequent computation periods shall be the Plan Year. If there is a shift to the Plan Year, an Employee who is credited with the number of Hours of Service to be credited with a Year of Service in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two (2) Years of Service for purposes of eligibility to participate.

If two (2) (or more) Years of Service are required as a condition of eligibility, a Participant will only have completed two (2) (or more) Years of Service for eligibility purposes upon completing two (2) or more consecutive Years of Service without an intervening 1-Year Break in Service.

For vesting purposes, and all other purposes not specifically addressed in this Section, the computation period shall be the period elected in the Service Crediting Method Section of the Adoption Agreement. If no election is made in the Service Crediting Method Section of the Adoption Agreement, then the computation period shall be the Plan Year.

In determining Years of Service for purposes of vesting under the Plan, Years of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

Years of Service and 1-Year Breaks in Service for eligibility purposes will be measured on the same eligibility computation period. Years of Service and 1-Year Breaks in Service for vesting purposes will be measured on the same vesting computation period.

Years of Service with any Affiliated Employer shall be recognized. Furthermore, Years of Service with any predecessor employer that maintained this Plan shall be recognized. Years of Service with any other employer shall be recognized as elected in the Adoption Agreement.

In the event the method of crediting service is amended from the elapsed time method to the Hour of Service method, an Employee will receive credit for Years of Service equal to:

- (a) The number of Years of Service equal to the number of 1-year Periods of Service credited to the Employee as of the date of the amendment; and
- (b) In the computation period which includes the date of the amendment, a number of Hours of Service (using the Hours of Service equivalency method, if any, elected in the Adoption Agreement) to any fractional part of a year credited to the Employee under this Section as of the date of the amendment.

ARTICLE II ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER

(a) **Appointment of Trustee (or Insurer) and Administrator.** In addition to the general powers and responsibilities otherwise provided for in this Plan, the Employer shall be empowered to appoint and remove one or more Trustees (or Insurers) and Administrators from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. The Employer may appoint counsel, specialists, advisers, agents (including any nonfiduciary agent) and other persons as the Employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan. The Employer may compensate such agents or advisers from the assets of the Plan as fiduciary expenses (but not including any business (settlor) expenses of the Employer), to the extent not paid by the Employer.

(b) **Appointment of Investment Manager.** The Employer may appoint, at its option, one or more Investment Managers, investment advisers, or other agents to provide investment direction to the Trustee (or Insurer) with respect to any or all of the Plan assets. Such appointment shall be given by the Employer in writing in a form acceptable to the Trustee (or Insurer) and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have the authority to direct the investment.

2.2 DESIGNATION OF ADMINISTRATIVE AUTHORITY

The Employer may appoint one or more Administrators. If the Employer does not appoint an Administrator, the Employer will be the Administrator. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. Upon the resignation or removal of an Administrator, the Employer may designate in writing a successor to this position.

2.3 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If more than one person is appointed as Administrator, then the responsibilities of each Administrator may be specified by the Employer and accepted in writing by each Administrator. If no such delegation is made by the Employer, then the Administrators may allocate the responsibilities among themselves, in which event the Administrators shall notify the Employer and the Trustee (or Insurer) in writing of such action and specify the responsibilities of each Administrator. The Trustee (or Insurer) thereafter shall accept and rely upon any documents executed by the appropriate Administrator until such time as the Employer or the Administrators file with the Trustee (or Insurer) a written revocation of such designation.

2.4 POWERS AND DUTIES OF THE ADMINISTRATOR

The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if the Administrator decides in its discretion that the applicant is entitled to them. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done based upon uniform principles consistently applied and shall be consistent with the intent that the Plan continue to be deemed a qualified plan under the terms of Code §401(a). The Administrator shall have all powers necessary or appropriate to accomplish its duties under this Plan.

The Administrator shall be charged with the duties of the general administration of the Plan and the powers necessary to carry out such duties as set forth under the terms of the Plan, including, but not limited to, the following:

- (a) the discretion to determine all questions relating to the eligibility of an Employee to participate or remain a Participant hereunder and to receive benefits under the Plan;
- (b) the authority to review and settle all claims against the Plan, including claims where the settlement amount cannot be calculated or is not calculated in accordance with the Plan's benefit formula. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (c) to compute, certify, and direct agents of the Plan respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;
- (d) to authorize and direct the Trustee (or Insurer) with respect to all discretionary or otherwise directed disbursements from the Trust Fund;
- (e) to maintain all necessary records for the administration of the Plan;
- (f) to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan that are consistent with the terms hereof;
- (g) to determine the size and type of any Contract to be purchased from any Insurer, and to designate the Insurer from which such Contract shall be purchased;
- (h) to compute and certify to the Employer and to the Trustee (or Insurer) from time to time the sums of money necessary or desirable to be contributed to the Plan;
- (i) to consult with the Employer and agents of the Plan regarding the short and long-term liquidity needs of the Plan;
- (j) to assist Participants regarding their rights, benefits, or elections available under the Plan; and
- (k) to determine the validity of, and take appropriate action with respect to, any "qualified domestic relations order" received by it.

2.5 RECORDS AND REPORTS

The Administrator shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and others as required by applicable law.

2.6 APPOINTMENT OF ADVISERS

The Administrator may appoint counsel, specialists, advisers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) and other persons as the Administrator deems necessary or desirable in connection

with the administration of this Plan, including but not limited to agents and advisers to assist with the administration and management of the Plan, and thereby to provide, among such other duties as the Administrator may appoint, assistance with maintaining Plan records and the providing of investment information to the Plan's investment fiduciaries and, if applicable, to Plan Participants.

2.7 INFORMATION FROM EMPLOYER

The Employer shall supply full and timely information to the Administrator on all pertinent facts as the Administrator may require in order to perform its functions hereunder and the Administrator shall advise appropriate agents of the Plan of such of the foregoing facts as may be pertinent to the agent's duties to the Plan. The Administrator may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

2.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Plan assets unless paid by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any named fiduciary incident to the exercise of their duties under the Plan, including, but not limited to, fees of accountants, counsel, Investment Managers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) appointed for the purpose of assisting the Administrator or Trustee (or Insurer) in carrying out the instructions of Participants as to the directed investment of their Accounts (if permitted) and other specialists and their agents and other costs of administering the Plan. In addition, unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account of an individual Participant a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or Alternate Payee. If liquid assets of the Plan are insufficient to cover the fees of the Trustee (or Insurer) or the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the Trust Fund.

2.9 MAJORITY ACTIONS

Except where there has been an allocation and delegation of administrative authority pursuant to Section 2.3, if there is more than one Administrator, then they shall act by a majority of their number, but may authorize one or more of them to sign all papers on their behalf.

2.10 CLAIMS PROCEDURES

Any person who believes that he or she is entitled to a benefit under the Plan shall file with the Administrator a written notice of claim for such benefit within 45 days of such right accruing or shall forever waive entitlement to such benefit. Within 120 days after its receipt of such written notice of claim, the Administrator shall either grant or deny such claim provided, however, any delay on the part of the Administrator in arriving at a decision shall not adversely affect benefits payable under a granted claim. The Administrator may, however, implement alternative claims procedures in lieu of those provided in this Plan. The implementation of such procedures shall not be considered a Plan amendment that affects an Employer's reliance on this volume submitter plan.

The Administrator and all persons determining or reviewing claims have full discretion to determine benefit claims under the Plan. Any interpretation, determination or other action of such persons shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the persons reviewing a claim shall be based only on such evidence presented to or considered by such persons at the time they made the decision that is the subject of review.

ARTICLE III ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY

An Eligible Employee shall be eligible to participate hereunder on the date such Employee has satisfied the conditions of eligibility, if any, elected in the Adoption Agreement.

3.2 EFFECTIVE DATE OF PARTICIPATION

(a) **General rule.** An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 3.1 shall become a Participant effective as of the date elected in the Adoption Agreement. Regardless of any election in the Adoption Agreement to the contrary, an Eligible Employee who has satisfied the maximum age (26) and service requirements (one (1) Year (or Period) of Service (or more than one (1) year if full and immediate vesting)) and who is otherwise entitled to participate, will become a Participant no later than the earlier of (1) six (6) months after such requirements are satisfied, or (2) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

(b) **Rehired Employee.** If an Eligible Employee is not employed on the date determined pursuant to (a) above, but is reemployed before a 1-Year Break in Service has occurred, then such Eligible Employee shall become a Participant on the date of reemployment or, if later, the date that the Employee would have otherwise entered the Plan had the Employee not terminated

employment. If such Employee incurs a 1-Year Break in Service, then eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5.

(c) **Recognition of predecessor service.** Unless specifically provided otherwise in the Adoption Agreement, an Eligible Employee who satisfies the Plan's eligibility requirement conditions by reason of recognition of service with a predecessor employer will become a Participant as of the day the Plan credits service with a predecessor employer or, if later, the date the Employee would have otherwise entered the Plan had the service with the predecessor employer been service with the Employer.

(d) **Noneligible to eligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant, shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant on the date such Employee becomes an Eligible Employee or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

(e) **Eligible to noneligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise become a Participant, shall go from a classification of an Eligible Employee to a noneligible class of Employees, such Employee shall become a Participant in the Plan on the date such Employee again becomes an Eligible Employee, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee. However, if such Employee incurs a 1-Year Break in Service, eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5.

3.3 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan.

3.4 TERMINATION OF ELIGIBILITY

In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee, such Participant shall continue to vest in the Plan for each Year of Service (or Period of Service, if the elapsed time method is used) completed while an ineligible Employee, until such time as the Participant's Account is forfeited or distributed pursuant to the terms of the Plan. Additionally, the Participant's interest in the Plan shall continue to share in the earnings of the Trust Fund in the same manner as Participants.

3.5 REHIRED EMPLOYEES AND 1-YEAR BREAKS IN SERVICE

(a) **Rehired Participant/immediate re-entry.** If any Former Employee who had been a Participant is reemployed by the Employer, then the Employee shall become a Participant as of the reemployment date, unless the Employee is not an Eligible Employee, the Employee does not satisfy the eligibility conditions taking into account prior service to the extent such prior service is not disregarded pursuant to Section 3.5(d) below. If such prior service is disregarded, then the rehired Eligible Employee shall be treated as a new hire.

(b) **Rehired Eligible Employee who satisfied eligibility.** If any Eligible Employee had satisfied the Plan's eligibility requirements but, due to a severance of employment, did not become a Participant, then such Eligible Employee shall become a Participant as of the later of (1) the entry date on which he or she would have entered the Plan had there been no severance of employment, or (2) the date of his or her re-employment. Notwithstanding the preceding, if the rehired Eligible Employee's prior service is disregarded pursuant to Section 3.5(d) below, then the rehired Eligible Employee shall be treated as a new hire.

(c) **Rehired Eligible Employee who had not satisfied eligibility.** If any Eligible Employee who had not satisfied the Plan's eligibility requirements is rehired after severance from employment, then such Eligible Employee shall become a Participant in the Plan in accordance with the eligibility requirements set forth in the Adoption Agreement and the Plan. However, in applying any shift in an eligibility computation period, the Eligible Employee is not treated as a new hire unless prior service is disregarded in accordance with Section 3.5(d) below.

(d) **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions).** If the Employer elects in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to apply the "rule of parity" provisions, then if any Employee is reemployed after five (5) 1-Year Breaks in Service has occurred, Years of Service (or Periods of Service if the elapsed time method is being used) shall include Years of Service (or Periods of Service if the elapsed time method is being used) prior to the 5-Year Break in Service subject to the rules set forth below. The Employer may elect in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to make the provisions of this paragraph applicable for purposes of eligibility and/or vesting.

(1) In the case of a Former Employee who under the Plan does not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions, Years of Service (or Periods of Service) before a period of 1-Year Breaks in Service will not be taken into account if the number of consecutive 1-Year Breaks in Service equals or exceeds the greater of (i) five (5) or (ii) the aggregate number of pre-break Years of Service (or Periods of Service). Such aggregate number of Years of Service (or Periods of Service) will not include any Years of Service (or Periods of Service) disregarded under the preceding sentence by reason of prior 1-Year Breaks in Service;

(2) A Former Employee who has not had Years of Service (or Periods of Service) before a 1-Year Break in Service disregarded pursuant to (1) above, shall participate in the Plan as of the date of reemployment, or if later, as of the date the Former Employee would otherwise enter the Plan pursuant to Sections 3.1 and 3.2 taking into account all service not disregarded.

(e) **Vesting after five (5) 1-Year Breaks in Service.** If a Participant incurs five (5) consecutive 1-Year Breaks in Service, the Vested portion of such Participant's Account attributable to pre-break service shall not be increased as a result of post-break service. In such case, separate accounts will be maintained as follows:

- (1) one account for nonforfeitable benefits attributable to pre-break service; and
- (2) one account representing the Participant's Employer-derived Account balance in the Plan attributable to post-break service.

(f) **Waiver of allocation or contribution conditions.** If the Employer elects in the Adoption Agreement to waive allocations or contributions due to retirement (early or normal retirement), then a Participant shall only be entitled to one such waiver. Accordingly, if a Participant retires and allocation or contribution conditions are waived, then the Plan will not waive the allocation or contribution conditions if the Participant is rehired and then retires again.

3.6 OMISSION OF ELIGIBLE EMPLOYEE; INCLUSION OF INELIGIBLE EMPLOYEE

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer for the year has been made and allocated, or any person who should not have been included as a Participant in the Plan is erroneously included, then the Employer may take corrective actions consistent with, the IRS Employee Plans Compliance Resolution System (i.e., Rev. Proc. 2013-12 or any subsequent guidance).

ARTICLE IV CONTRIBUTION AND ALLOCATION

4.1 FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION

(a) **For a Money Purchase Plan.** All contributions made by the Employer will be made in cash. For each Plan Year, the Employer will contribute to the Plan the following:

- (1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions made by Participants; plus
- (2) On behalf of each Participant eligible to share in allocations, for each year of such Participant's participation in this Plan, the Employer will contribute the amount specified in the Adoption Agreement; plus
- (3) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution.

(b) **For a 401(a) Plan.** For each Plan Year, the Employer will (or may with respect to any discretionary contributions) contribute to the Plan:

- (1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions; plus
- (2) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution; plus
- (3) If elected in the Adoption Agreement, an Employer contribution equal to a specified contribution or a discretionary amount determined each year by the Employer.

(c) **Frozen Plans.** The Employer may designate that the Plan is a frozen Plan at the Contribution Types Section of the Adoption Agreement. As a frozen Plan, the Employer will not make any Employer contributions with respect to Compensation earned after the date the Plan is frozen. In addition, once a Plan is frozen, no additional Employees shall become Participants.

(d) **Union Employees.** Regardless of any provision in this Plan to the contrary, Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining shall be eligible to participate in this Plan to the extent of employment covered by such agreement provided the agreement provides for coverage in the Plan. The benefits, including but not limited to, contributions, allocations and

vesting, under this Plan shall be those set forth in the collective bargaining agreement, which is hereby incorporated by reference and attached as an addendum to the Adoption Agreement. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service and Compensation in each respective category are treated separately for purposes of the Plan.

(d) **Social Security Replacement Plan.** The Employer may elect under the Adoption Agreement to indicate its intention to qualify this Plan as a Social Security Replacement Plan under Code §3121(b)(7)(F). If the Employer makes the election to qualify the Plan as a Social Security Replacement Plan, the Plan will allocate a minimum contribution amount (Employer and Employee Contributions) of seven and one-half percent (7.5%) of Compensation. The Plan will consider each Participant a member of a retirement system that provides benefits comparable to the benefits he or she would have received under Social Security. In the case of part-time, seasonal and temporary Employees, the benefit will be nonforfeitable.

4.2 TIME OF PAYMENT OF EMPLOYER'S CONTRIBUTION

Unless otherwise provided by contract or law, the Employer may make its contribution to the Plan for a particular Plan Year at such time as the Employer, in its sole discretion, determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate to the Administrator the Plan Year for which the Employer is making its contribution.

4.3 ALLOCATION OF CONTRIBUTION, FORFEITURES AND EARNINGS

(a) **Separate accounting.** The Administrator shall establish and maintain an Account in the name of each Participant to which the Administrator shall credit as of each Anniversary Date, or other Valuation Date, all amounts allocated to each such Participant as set forth herein.

(b) **Allocation of contributions.** The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution, if any, for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the Administrator shall allocate any contributions as follows:

(1) **Money Purchase Pension Plan.** For a Money Purchase Plan:

(i) The Employer's contribution shall be allocated to each Participant's Account in the manner set forth in Section 4.1 herein and as specified in the Adoption Agreement.

(ii) Notwithstanding the preceding provisions, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(2) **401(a) Plan.** For a 401(a) Plan (which is a profit sharing plan within the meaning of Code §401(a)):

(i) The Employer's contribution shall be allocated to each Participant's Account in accordance with the allocation method below that corresponds to the elections in the Adoption Agreement. The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the allocation shall be made in accordance with the provisions below.

(ii) Notwithstanding the preceding provision, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(c) **Gains or losses.** Except as otherwise elected in the Adoption Agreement or as provided in Section 4.10 with respect to Participant Directed Accounts, as of each Valuation Date, before allocation of any Employer contributions and Forfeitures, any earnings or losses (net appreciation or net depreciation) of the Trust Fund (exclusive of assets segregated for distribution) shall be allocated in the same proportion that each Participant's nonsegregated accounts bear to the total of all Participants' nonsegregated accounts as of such date. Unless otherwise specified in the Adoption Agreement, the nonsegregated account will be reduced by any distributions made prior to the Valuation Date.

(d) **Contracts.** Participants' Accounts shall be debited for any insurance or annuity premiums paid, if any, and credited with any dividends or interest received on Contracts.

(e) **Forfeitures.** Forfeitures must be disposed of no later than the last day of the Plan Year following the Plan Year in which the Forfeiture occurs. The Employer must direct the Administrator to use Forfeitures to satisfy any contribution that may be required pursuant to Section 6.10 or to pay any Plan expenses. With respect to a Money Purchase Plan, any remaining Forfeitures will be disposed of in accordance with the elections in the Adoption Agreement. With respect to all other plans, the Employer must direct

the Administrator to use any remaining Forfeitures in accordance with any combination of the following methods, including a different method based on the source of such Forfeitures. Forfeitures may be:

- (1) Added to any Employer discretionary contribution and allocated in the same manner
- (2) Used to reduce any Employer contribution
- (3) Added to any Employer matching contribution and allocated as an additional matching contribution
- (4) Allocated to all Participants in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year

If Forfeitures are allocated to Participants (rather than used to reduce Employer contributions) then the Employer must also direct the Administrator as to which Participants are eligible to share in such allocation. The maximum allocation conditions the Employer may require are that Participants complete one (1) Year of Service (or Period of Service) and be employed on the last day of the Plan Year in order to share in the allocation of Forfeitures for such Plan Year.

(f) **Delay in processing transactions.** Notwithstanding anything in this Section to the contrary, all information necessary to properly reflect a given transaction may not be available until after the date specified herein for processing such transaction, in which case the transaction will be reflected when such information is received and processed. Subject to express limits that may be imposed under the Code, the processing of any contribution, distribution or other transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider). The processing date of a transaction will be binding for all purposes of the Plan.

4.4 MAXIMUM ANNUAL ADDITIONS

(a) **Calculation of "annual additions."**

(1) If a Participant does not participate in, and has never participated in another qualified plan maintained by the "employer," or a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer," or an individual medical benefit account (as defined in Code §415(l)(2)) maintained by the "employer," or a simplified employee pension (as defined in Code §408(k)) maintained by the "employer" which provides "annual additions," the amount of "annual additions" which may be credited to the Participant's Accounts for any Limitation Year shall not exceed the lesser of the "maximum permissible amount" or any other limitation contained in this Plan. If the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts would cause the "annual additions" for the Limitation Year to exceed the "maximum permissible amount," the amount contributed or allocated will be reduced so that the "annual additions" for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants.

(2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

(3) As soon as is administratively feasible after the end of the Limitation Year the "maximum permissible amount" for such Limitation Year shall be determined on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) **"Annual additions" if a Participant is in more than one plan.**

(1) Except as provided in Subsection (c) below, this Subsection applies if, in addition to this Plan, a Participant is covered under another "employer" maintained qualified defined contribution plan, welfare benefit fund (as defined in Code §419(e)), individual medical benefit account (as defined in Code §415(l)(2)), or simplified employee pension (as defined in Code §408(k)), which provides "annual additions," during any Limitation Year. The "annual additions" which may be credited to a Participant's Accounts under this Plan for any such Limitation Year shall not exceed the "maximum permissible amount" reduced by the "annual additions" credited to a Participant's Accounts under the other plans and welfare benefit funds, individual medical benefit accounts, and simplified employee pensions for the same Limitation Year. If the "annual additions" with respect to the Participant under other defined contribution plans and welfare benefit funds maintained by the "employer" are less than the "maximum permissible amount" and the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts under this Plan would cause the "annual additions" for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the "annual additions" under all such plans and welfare benefit funds for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants. If the "annual additions" with respect to the Participant under such other defined contribution plans, welfare benefit funds, individual medical benefit accounts and simplified employee pensions in the aggregate are equal to or greater than the

"maximum permissible amount," no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

(2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

(3) As soon as is administratively feasible after the end of the Limitation Year, the "maximum permissible amount" for the Limitation Year will be determined on the basis of the Participant's actual 415 Compensation for the Limitation Year.

(4) If, pursuant to Section 4.4(b)(2), a Participant's "annual additions" under this Plan and such other plans would result in an "excess amount" for a Limitation Year, the "excess amount" will be deemed to consist of the "annual additions" last allocated, except that "annual additions" attributable to a simplified employee pension will be deemed to have been allocated first, followed by "annual additions" to a welfare benefit fund or individual medical benefit account, and then by "annual additions" to a plan subject to Code §412, regardless of the actual allocation date.

(5) If an "excess amount" was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the "excess amount" attributed to this Plan will be the product of:

- (i) the total "excess amount" allocated as of such date, times
- (ii) the ratio of (A) the "annual additions" allocated to the Participant for the Limitation Year as of such date under this Plan to (B) the total "annual additions" allocated to the Participant for the Limitation Year as of such date under this and all the other qualified defined contribution plans.

(c) **Coverage under another plan.** If the Participant is covered under another qualified defined contribution plan maintained by the "employer," "annual additions" which may be credited to the Participant's Accounts under this Plan for any Limitation Year will be limited in accordance with Section 4.4(b), unless the "employer" provides other limitations in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

(d) **Time when "annual additions" credited.** An "annual addition" is credited to the Account of a Participant for a particular Limitation Year if it is allocated to the Participant's Account under the Plan as of any date within that Limitation Year. However, an amount is not deemed allocated as of any date within a Limitation Year if such allocation is dependent upon participation in the Plan as of any date subsequent to such date.

For purposes of this subparagraph, "employer" contributions are treated as credited to a Participant's Account for a particular Limitation Year only if the contributions are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or Fiscal Year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(e) **Definitions.** For purposes of this Section, the following terms shall be defined as follows:

(1) **"Annual additions"** means the sum credited to a Participant's Accounts for any Limitation Year of (a) "employer" contributions, (b) Employee contributions (except as provided below), (c) Forfeitures, (d) amounts allocated to an individual medical benefit account, as defined in Code §415(l)(2), which is part of a pension or annuity plan maintained by the "employer," (e) amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer" and (f) allocations under a simplified employee pension. Except, however, the Compensation percentage limitation referred to in paragraph (e)(5)(ii) below shall not apply to: (1) any contribution for medical benefits (within the meaning of Code §419A(f)(2)) after separation from service which is otherwise treated as an "annual addition," or (2) any amount otherwise treated as an "annual addition" under Code §415(l)(1).

(i) **Restorative payments.** "Annual additions" for purposes of Code §415 and this Section shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered "annual additions."

(ii) **Other amounts.** "Annual additions" for purposes of Code §415 and this Section shall not include: (A) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (B) Rollover contributions (as described

in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (C) Repayments of loans made to a Participant from the Plan; and (D) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

- (2) **"Defined contribution dollar limitation"** means \$40,000 as adjusted under Code §415(d).
- (3) **"Employer"** means, for purposes of this Section, the Employer that adopts this Plan and all Affiliated Employers.
- (4) **"Excess amount"** means the excess of the Participant's "annual additions" for the Limitation Year over the "maximum permissible amount."
- (5) **"Maximum permissible amount"** means, except to the extent permitted under this Plan and Code §414(v), the maximum "annual addition" that may be contributed or allocated to a Participant's Accounts under the Plan for any Limitation Year, which shall not exceed the lesser of:
 - (i) the "defined contribution dollar limitation," or
 - (ii) one hundred percent (100%) of the Participant's 415 Compensation for the Limitation Year.

The 415 Compensation Limitation referred to in (ii) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code §§401(h) or 419A(f)(2)) which is otherwise treated as an "annual addition."

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the "maximum permissible amount" will not exceed the "defined contribution dollar limitation" multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is twelve (12).

(f) **Special rules.**

(1) **Aggregation of plans.** For purposes of applying the limitations of Code §415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the "employer" (or a "predecessor employer") under which the Participant receives "annual additions" are treated as one defined contribution plan. For purposes of this Section:

- (i) A former "employer" is a "predecessor employer" with respect to a participant in a plan maintained by an "employer" if the "employer" maintains a plan under which the participant had accrued a benefit while performing services for the former "employer", but only if that benefit is provided under the plan maintained by the "employer". For this purpose, the "formerly affiliated plan" rules in Regulation §1.415(f)-1(b)(2) apply as if the "employer" and "predecessor employer" constituted a single employer under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately prior to the "cessation of affiliation" (and as if they constituted two, unrelated employers under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately after the "cessation of affiliation") and "cessation of affiliation" was the event that gives rise to the "predecessor employer" relationship, such as a transfer of benefits or plan sponsorship.
- (ii) With respect to an "employer" of a Participant, a former entity that antedates the "employer" is a "predecessor employer" with respect to the Participant if, under the facts and circumstances, the "employer" constitutes a continuation of all or a portion of the trade or business of the former entity.

(2) **Break-up of an affiliated employer or an affiliated service group.** For purposes of aggregating plans for Code §415, a "formerly affiliated plan" of an "employer" is taken into account for purposes of applying the Code §415 limitations to the "employer," but the "formerly affiliated plan" is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this paragraph, a "formerly affiliated plan" of an "employer" is a plan that, immediately prior to the "cessation of affiliation," was actually maintained by one or more of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)), and immediately after the "cessation of affiliation," is not actually maintained by any of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single "employer" under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the "employer" under the employer affiliation rules of Regulation §1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(3) **Mid-year aggregation.** Two or more defined contribution plans that are not required to be aggregated pursuant to Code §415(f) and the Regulations thereunder as of the first day of a Limitation Year do not fail to satisfy the requirements of Code §415 with respect to a Participant for the Limitation Year merely because they are aggregated later in that Limitation Year, provided that no "annual additions" are credited to the Participant's Account after the date on which the plans are required to be aggregated.

4.5 ADJUSTMENT FOR EXCESS ANNUAL ADDITIONS

Notwithstanding any provision of the Plan to the contrary, if the "annual additions" (as defined in Section 4.4) are exceeded for any Participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance.

4.6 ROLLOVERS

(a) **Acceptance of "rollovers" into the Plan.** If elected in the Adoption Agreement and with the consent of the Administrator, the Plan may accept a "rollover," provided the "rollover" will not jeopardize the tax-exempt status of the Plan or create adverse tax consequences for the Employer. The amounts rolled over shall be separately accounted for in a "Participant's Rollover Account." A Participant's Rollover Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason. For purposes of this Section, the term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees. In addition, for purposes of this Section the term Participant shall also include Former Employees if the Employer and Administrator consent to accept "rollovers" of distributions made to Former Employees from any plan of the Employer.

(b) **Treatment of "rollovers" under the Plan.** Amounts in a Participant's Rollover Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (c) below. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan.

(c) **Distribution of "rollovers."** At such time as the conditions set forth in the Adoption Agreement have been satisfied, the Administrator, at the election of the Participant, shall direct the distribution of up to the entire amount credited to the Rollover Account maintained on behalf of such Participant. Any distribution of amounts held in a Participant's Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, unless otherwise elected in the Adoption Agreement, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **"Rollovers" maintained in a separate account.** The Administrator may direct that "rollovers" made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

(e) **Limits on accepting "rollovers."** Prior to accepting any "rollovers" to which this Section applies, the Administrator may require the Employee to establish (by providing opinion of counsel or otherwise) that the amounts to be rolled over to this Plan meet the requirements of this Section. The Employer may instruct the Administrator, operationally, to limit the source of "rollover" contributions that may be accepted by the Plan.

(f) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) A "rollover" means: (i) amounts transferred to this Plan directly from another "eligible retirement plan;" (ii) distributions received by an Employee from other "eligible retirement plans" which are eligible for tax-free rollover to an "eligible retirement plan" and which are transferred by the Employee to this Plan within sixty (60) days following receipt thereof; and (iii) any other amounts which are eligible to be rolled over to this Plan pursuant to the Code or any other federally enacted legislation.

(2) An "eligible retirement plan" means an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b) (other than an endowment contract), a qualified trust (an employees' trust described in Code §401(a) which is exempt from tax under Code §501(a)), an annuity plan described in Code §403(a), an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible employer described in Code §457(e)(1)(A), and an annuity contract described in Code §403(b).

4.7 PLAN-TO-PLAN TRANSFERS FROM QUALIFIED PLANS

(a) **Transfers into this Plan.** With the consent of the Administrator, amounts may be transferred (within the meaning of Code §414(l)) to this Plan from other tax qualified plans under Code §401(a), provided the plan from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax-exempt status of the Plan or Trust or create

adverse tax consequences for the Employer. Prior to accepting any transfers to which this Section applies, the Administrator may require an opinion of counsel that the amounts to be transferred meet the requirements of this Section. The amounts transferred shall be set up in a separate account herein referred to as a "Participant's Transfer Account." Furthermore, for vesting purposes, the Participant's Transfer Account shall be treated as a separate "Participant's Account."

(b) **Accounting of transfers.** Amounts in a Participant's Transfer Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (d) below, provided the restrictions of Subsection (c) below and Section 6.16 are satisfied. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination.

(c) **Distribution of plan-to-plan transfer amounts.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary shall be entitled to receive benefits, the Participant's Transfer Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary. Any distribution of amounts held in a Participant's Transfer Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **Segregation.** The Administrator may direct that Employee transfers made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

4.8 MANDATORY EMPLOYEE CONTRIBUTIONS

(a) **Mandatory Employee contributions.** An Employer may elect in the Adoption Agreement to provide for mandatory Employee contribution. If the Employer elects to provide for such contributions, each Participant, as a condition of employment, will make a mandatory Employee contribution in the amount elected in the Adoption Agreement. Alternatively, the Employer may elect to provide a range of mandatory Employee contribution percentages from which the Participant may choose to contribute. Under this option, the Employee, as a condition of employment, must make an irrevocable election to contribute a percentage of his or her Compensation no later than his or her effective date of participation. During the period of the Participant's participation in the Plan, the Participant may not revoke the election and receive cash in lieu of the contribution, nor may the Participant change the amount of the mandatory Employee contribution. Amounts attributable to mandatory Employee contributions shall be fully Vested.

(b) **Employer pick-up contribution.** If elected in the Adoption Agreement, the Employer will "pick-up" the mandatory Employee contribution and will pay the mandatory Employee contribution to the Plan as an Employer contribution. This provision is effective only after the Employer provides for the treatment of the Employee contributions as described in this paragraph, through a person authorized to take such action, and evidenced in writing by minutes of a meeting, resolution, ordinance, or other formal action by the Employer, which will effectuate the "pick-up" provision. Furthermore, as of the date of the "pick-up," Participants are not permitted to opt-out of the "pick-up" or to receive the mandatory Employee contributions directly instead of having them paid to the Plan. Mandatory Employee contributions that are "picked-up" by the Employer are excludible from the Employee's gross income.

4.9 AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS

(a) **After-tax voluntary Employee contributions.** If elected in the Adoption Agreement, each Participant may, in accordance with procedures established by the Administrator, elect to make after-tax voluntary Employee contributions to this Plan. Such contributions must generally be paid to the Trustee (or Insurer) within a reasonable period of time after being received by the Employer. An after-tax voluntary Employee contribution is any contribution made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is separately accounted for under the Plan.

(b) **Full vesting.** The balance in each Participant's Voluntary Contribution Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason.

(c) **Distribution at any time.** A Participant may elect at any time to withdraw after-tax voluntary Employee contributions from such Participant's Voluntary Contribution Account and the actual earnings thereon in a manner which is consistent with and satisfies the provisions of Section 6.5. If the Administrator maintains sub-accounts with respect to after-tax voluntary Employee contributions (and earnings thereon) which were made on or before a specified date, a Participant shall be permitted to designate which sub-account shall be the source for the withdrawal. Forfeitures of Employer contributions shall not occur solely as a result of an Employee's withdrawal of after-tax voluntary Employee contributions.

In the event a Participant has received a hardship distribution under the safe harbor hardship provisions of the Code §401(k) Regulations from any plan maintained by the Employer, then the Participant shall be barred from making any after-tax voluntary

Employee contributions for a period of six (6) months after receipt of the hardship distribution. Any prior elections to make after-tax voluntary Employee contributions will become void upon the receipt of the hardship distribution that triggers the suspension period of this paragraph.

(d) **Used to provide benefits.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary is entitled to receive benefits, the Participant's Voluntary Contribution Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary.

4.10 PARTICIPANT DIRECTED INVESTMENTS

(a) **Directed investment options allowed.** If permitted under Participant Direction Procedures, all Participants may direct the Trustee (or Insurer) as to the investment of all or a portion of their individual Account balances as set forth in such procedures. Participants may direct the Trustee (or Insurer), in writing (or in such other form which is acceptable to the Trustee (or Insurer)), to invest their accounts in specific assets, specific funds or other investments permitted under the Plan and the Participant Direction Procedures. That portion of the Account of any Participant that is subject to investment direction of such Participant will be considered a Participant Directed Account.

(b) **Establishment of Participant Direction Procedures.** The Administrator will establish Participant Direction Procedures, to be applied in a uniform manner, setting forth the permissible investment options under this Section, how often changes between investments may be made, and any other limitations and provisions that the Administrator may impose on a Participant's right to direct investments.

(c) **Administrative discretion.** The Administrator may, in its discretion, include or exclude by amendment or other action from the Participant Direction Procedures such instructions, guidelines or policies as it deems necessary or appropriate to ensure proper administration of the Plan, and may interpret the same accordingly.

(d) **Allocation of gains or losses.** As of each Valuation Date, all Participant Directed Accounts shall be charged or credited with the net earnings, gains, losses and expenses as well as any appreciation or depreciation in the market value using publicly listed fair market values when available or appropriate as follows:

- (1) to the extent the assets in a Participant Directed Account are accounted for as pooled assets or investments, the allocation of earnings, gains and losses of each Participant's Account shall be based upon the total amount of funds so invested in a manner proportionate to the Participant's share of such pooled investment; and
- (2) to the extent the assets in a Participant Directed Account are accounted for as segregated assets, the allocation of earnings, gains on and losses from such assets shall be made on a separate and distinct basis.

(e) **Plan will follow investment directions.** Investment directions will be processed as soon as administratively practicable after proper investment directions are received from the Participant. No guarantee is made by the Plan, Employer, Administrator or Trustee (or Insurer) that investment directions will be processed on a daily basis, and no guarantee is made in any respect regarding the processing time of an investment direction. Notwithstanding any other provision of the Plan, the Employer, Administrator or Discretionary Trustee (or Insurer) reserves the right to not value an investment option on any given Valuation Date for any reason deemed appropriate by the Employer, Administrator or Discretionary Trustee (or Insurer). Furthermore, the processing of any investment transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider) or force majeure. The processing date of a transaction will be binding for all purposes of the Plan and considered the applicable Valuation Date for an investment transaction.

(f) **Other documents required by directed investments.** Any information regarding investments available under the Plan, to the extent not required to be described in the Participant Direction Procedures, may be provided to Participants in one or more documents (or in any other form, including, but not limited to, electronic media) which are separate from the Participant Direction Procedures and are not thereby incorporated by reference into this Plan.

4.11 QUALIFIED MILITARY SERVICE

(a) **USERRA.** Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code §414(u). Furthermore, loan repayments may be suspended under this Plan as permitted under Code §414(u)(4).

(b) **Benefit accrual.** If the Employer elects in the Adoption Agreement to apply this Subsection, then effective as of the date specified in the Adoption Agreement but no earlier than the first day of the 2007 Plan Year, for benefit accrual purposes, the Plan treats an individual who becomes Totally and Permanently disabled while performing "qualified military service" (as defined in Code §414(u)) with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), on

the day preceding Total and Permanent Disability and terminated employment on the actual date of death or Total and Permanent Disability.

The Plan will determine the amount of after-tax voluntary Employee contributions of an individual treated as reemployed under this Section for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual after-tax voluntary Employee contributions for the lesser of: (1) the 12-month period of service with the Employer immediately prior to "qualified military service" (as defined in Code §414(u)); or (2) the actual length of continuous service with the Employer.

(c) **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing "qualified military service" (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of "qualified military service" but including vesting credit for such period and any other ancillary life insurance or other survivor benefits) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's "qualified military service" as service for vesting purposes, as though the Participant had resumed employment under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) immediately prior to the Participant's death.

ARTICLE V VALUATIONS

5.1 VALUATION OF THE TRUST FUND

The Administrator shall direct the Trustee (or Insurer), as of each Valuation Date, to determine the net worth of the assets comprising the Trust Fund as it exists on the Valuation Date. In determining such net worth, the Trustee (or Insurer) shall value the assets comprising the Trust Fund at their fair market value as of the Valuation Date and may deduct all expenses for which the Trustee (or Insurer) has not yet been paid by the Employer or the Trust Fund. The Trustee (or Insurer), when determining the net worth of the assets, may update the value of any shares held in a Participant Directed Account by reference to the number of shares held on behalf of the Participant, priced at the market value as of the Valuation Date.

5.2 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Administrator shall direct the Trustee (or Insurer) to value the same at the prices they were last traded on such exchange preceding the close of business on the Valuation Date. If such securities were not traded on the Valuation Date, or if the exchange on which they are traded was not open for business on the Valuation Date, then the securities shall be valued at the prices at which they were last traded prior to the Valuation Date. Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the Valuation Date, which bid price shall be obtained from a registered broker or an investment banker. In determining the fair market value of assets other than securities for which trading or bid prices can be obtained, the Trustee, the Administrator (if the Trustee is a directed Trustee), or Insurer may appraise such assets itself (assuming it has the appropriate expertise), or in its discretion, employ one or more appraisers for that purpose and rely on the values established by such appraiser or appraisers.

ARTICLE VI DETERMINATION AND DISTRIBUTION OF BENEFITS

6.1 DETERMINATION OF BENEFITS UPON RETIREMENT

Every Participant may terminate employment with the Employer and retire for purposes hereof on the Participant's Normal Retirement Date or Early Retirement Date. However, a Participant may postpone the severance of employment with the Employer to a later date, in which event the participation of such Participant in the Plan, including the right to receive allocations pursuant to Section 4.3, shall continue until such Participant's Retirement Date. Upon a Participant's Retirement Date, or if elected in the Adoption Agreement, the attainment of Normal Retirement Date without severance of employment with the Employer (subject to Section 6.11), or as soon thereafter as is practicable, the Administrator shall direct the distribution, at the election of the Participant, of the Participant's entire Vested interest in the Plan in accordance with Section 6.5.

6.2 DETERMINATION OF BENEFITS UPON DEATH

(a) **100% vesting on death.** Upon the death of a Participant before the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. The Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of the deceased Participant's Vested accounts to the Participant's Beneficiary.

(b) **Distribution upon death.** Upon the death of a Participant, the Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of any remaining Vested amounts credited to the accounts of such deceased Participant to such Participant's Beneficiary.

(c) **Determination of death benefit by Administrator.** The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the account of a deceased Participant as the Administrator may deem desirable. The Administrator's determination of death and of the right of any person to receive payment shall be conclusive.

(d) **Beneficiary designation.** Each Participant must designate a Beneficiary on a form and in such manner as provided by the Administrator.

(e) **Beneficiary if no Beneficiary elected by Participant.** In the event no valid designation of Beneficiary exists, or if the Beneficiary with respect to a portion of a Participant's death benefit is not alive at the time of the Participant's death and no contingent Beneficiary has been designated, then such portion of the death benefit will be paid in the following order of priority, unless the Employer specifies a different order of priority in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), to:

- (1) The Participant's surviving Spouse;
- (2) The Participant's issue, per stirpes;
- (3) The Participant's surviving parents, in equal shares; or
- (4) The Participant's estate.

If the Beneficiary does not predecease the Participant, but dies prior to distribution of the death benefit, the death benefit will be paid to the Beneficiary's "designated Beneficiary" (or if there is no "designated Beneficiary," to the Beneficiary's estate). For purposes of these provisions, and with respect to any Beneficiary designations, adopted children shall be treated as children.

(f) **Divorce revokes spousal Beneficiary designation.** Notwithstanding anything in this Section to the contrary, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), if a Participant has designated the Spouse as a Beneficiary, then a divorce decree that relates to such Spouse shall revoke the Participant's designation of the Spouse as a Beneficiary unless the decree or a "qualified domestic relations order" (within the meaning of Code §414(p)) provides otherwise or a subsequent Beneficiary designation is made.

(g) **Simultaneous death of Participant and Beneficiary.** If a Participant and his or her Beneficiary should die simultaneously, or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation otherwise specifies, the Administrator will presume conclusively that the Beneficiary predeceased the Participant.

(h) **Slayer statute.** The Administrator may apply slayer statutes, or similar rules which prohibit inheritance by a person who murders someone from whom he or she stands to inherit, under applicable state laws.

(i) **Insured death benefit.** If the Plan provides an insured death benefit and a Participant dies before any insurance coverage to which the Participant is entitled under the Plan is effected, the death benefit from such insurance coverage shall be limited to the premium which was or otherwise would have been used for such purpose.

(j) **Plan terms control.** In the event of any conflict between the terms of this Plan and the terms of any Contract issued hereunder, the Plan provisions shall control.

6.3 DETERMINATION OF BENEFITS IN EVENT OF DISABILITY

In the event of a Participant's Total and Permanent Disability prior to the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. In the event of a Participant's Total and Permanent Disability, the Participant's entire Vested interest in the Plan will be distributable and may be distributed in accordance with the provisions of Sections 6.5 and 6.7.

6.4 DETERMINATION OF BENEFITS UPON TERMINATION

(a) **Payment on severance of employment.** If a Participant's employment with the Employer and any Affiliated Employer is severed for any reason other than death, Total and Permanent Disability, or attainment of the Participant's Retirement Date, then such Participant shall be entitled to such benefits as are provided herein.

Distribution of the funds due to a Terminated Participant shall be made on the occurrence of an event which would result in the distribution had the Terminated Participant remained in the employ of the Employer (upon the Participant's death, Total and Permanent Disability, Early or Normal Retirement). However, at the election of the Participant, the Administrator shall direct that the entire Vested portion of the Terminated Participant's Combined Account be payable to such Terminated Participant provided the

conditions, if any, set forth in the Adoption Agreement have been satisfied. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

Regardless of whether distributions in kind are permitted, in the event the amount of the Vested portion of the Terminated Participant's Combined Account equals or exceeds the fair market value of any insurance Contracts, the Trustee (or Insurer), when so directed by the Administrator and agreed to by the Terminated Participant, shall assign, transfer, and set over to such Terminated Participant all Contracts on such Terminated Participant's life in such form or with such endorsements, so that the settlement options and forms of payment are consistent with the provisions of Section 6.5. In the event that the Terminated Participant's Vested portion does not at least equal the fair market value of the Contracts, if any, the Terminated Participant may pay over to the Trustee (or Insurer) the sum needed to make the distribution equal to the value of the Contracts being assigned or transferred, or the Trustee (or Insurer), pursuant to the Participant's election, may borrow the cash value of the Contracts from the Insurer so that the value of the Contracts is equal to the Vested portion of the Terminated Participant's Combined Account and then assign the Contracts to the Terminated Participant.

Notwithstanding the above, unless otherwise elected in the Adoption Agreement, if the value of a Terminated Participant's Vested benefit derived from Employer and Employee contributions does not exceed \$5,000 (or such lower amount as elected in the Adoption Agreement), the Administrator shall direct that the entire Vested benefit be paid to such Participant in a single lump-sum as soon as practical without regard to the consent of the Participant, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. A Participant's Vested benefit shall not include (1) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B) and (2) if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account. If a mandatory distribution is made pursuant to this paragraph and such distribution is greater than \$1,000 and the Participant does not elect to have such distribution paid directly to an "eligible retirement plan" specified by the Participant in a "direct rollover" in accordance with Section 6.14 or to receive the distribution directly, then the Administrator shall transfer such amount to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) designated by the Administrator. However, if the Participant elects to receive or make a "direct rollover" of such amount, then the Administrator shall direct the Trustee (or Insurer) to cause the entire Vested benefit to be paid to such Participant in a single lump sum, or make a "direct rollover" pursuant to Section 6.14, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. The Administrator may establish a procedure as to whether a Participant who fails to make an affirmative election with respect to a mandatory distribution of \$1,000 or less is treated as having made or not made a "direct rollover" election. For purposes of determining whether the \$1,000 threshold set forth in this paragraph is met, the mandatory distribution includes amounts in a Participant's Rollover Account. For purposes of determining whether the \$5,000 threshold in this paragraph is met, a Participant's Rollover Account is taken into account unless otherwise elected in the Adoption Agreement.

(b) **Vesting schedule.** The Vested portion of any Participant's Account shall be a percentage of such Participant's Account determined on the basis of the Participant's number of Years of Service (or Periods of Service if the elapsed time method is elected) according to the vesting schedule specified in the Adoption Agreement. However, a Participant's entire interest in the Plan shall be non-forfeitable upon the Participant's Normal Retirement Age (if the Participant is employed by the Employer on or after such date). In addition, Employee contributions (voluntary and mandatory) and contributions for sick leave/vacation leave conversions shall be fully Vested.

6.5 DISTRIBUTION OF BENEFITS

(a) **Forms of distributions.** The Administrator, pursuant to the election of the Participant, shall direct the distribution to a Participant or Beneficiary any amount to which the Participant or Beneficiary is entitled under the Plan in one or more of the following methods which are permitted pursuant to the Adoption Agreement.

- (1) One lump-sum payment in cash or in property, provided that if a distribution of property is permitted, it shall be limited to property that is specifically allocated and identifiable with respect to such Participant.
- (2) Partial withdrawals.
- (3) Payments over a period certain in monthly, quarterly, semi-annual, or annual cash installments. The period over which such payment is to be made shall not extend beyond the earlier of the Participant's life expectancy (or the joint life expectancy of the Participant and the Participant's designated Beneficiary). Once payments have begun, a Participant may elect to accelerate the payments (reduce the term and increase payments).
- (4) Purchase of or providing an annuity. However, such annuity may not be in any form that will provide for payments over a period extending beyond either the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and the Participant's designated Beneficiary).

(b) **Consent to distributions.** Benefits may not be paid without a Participant's consent if the value of the Participant's Accounts exceed the dollar threshold specified in the Adoption Agreement. If the value of the Participant's Accounts does not exceed such threshold, then the Administrator will distribute such benefit in a lump-sum. For purposes of this Subsection, the Participant's

Accounts shall not include, if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account.

(c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, whether under the Plan or through the purchase of an annuity Contract, shall be made in accordance with the requirements of Section 6.8.

(d) **Annuity Contracts.** All annuity Contracts under this Plan shall be non-transferable when distributed. Furthermore, the terms of any annuity Contract purchased and distributed to a Participant or Spouse shall comply with all of the requirements of this Plan.

(e) **TEFRA 242(b)(2) election.** The provisions of this Section shall not apply to distributions made in accordance with Plan Section 6.8(a)(4).

6.6 DISTRIBUTION OF BENEFITS UPON DEATH

(a) **Consent.** If the value of the death benefit derived from Employer and Employee contributions does not exceed \$5,000, the Administrator shall direct the distribution of such amount to the Participant's Beneficiary in a single lump-sum as soon as practicable. If the value exceeds \$5,000, an immediate distribution of the entire amount may be made to the Beneficiary, provided such Beneficiary consents to the distribution.

(b) **Forms of distribution.** Death benefits may be paid to a Participant's Beneficiary in one of the following optional forms of benefits subject to the rules specified in Section 6.8 and the elections made in the Adoption Agreement. Such optional forms of distributions may be elected by the Participant. However, if no optional form of distribution was elected by the Participant prior to death, then the Participant's Beneficiary may elect the form of distribution.

(1) One lump-sum payment in cash or in property that is allocated to the Accounts of the Participant at the time of the distribution.

(2) Partial withdrawals.

(3) Payment in monthly, quarterly, semi-annual, or annual cash installments over a period to be determined by the Participant or the Participant's Beneficiary. In order to provide such installment payments, the Administrator may (A) segregate the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate or other liquid short-term security or (B) purchase a nontransferable annuity Contract for a term certain (with no life contingencies) providing for such payment. After periodic installments commence, the Beneficiary shall have the right to reduce the period over which such periodic installments shall be made, and the cash amount of such periodic installments shall be adjusted accordingly.

(4) In the form of an annuity over the life expectancy of the Beneficiary.

(c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall comply with the requirements of Section 6.8.

(d) **Payment to a child.** For purposes of this Section, any amount paid to a child of the Participant will be treated as if it had been paid to the surviving Spouse if the amount becomes payable to the surviving Spouse when the child reaches the age of majority.

(e) **Voluntary Contribution Account.** In the event that less than one hundred percent (100%) of a Participant's interest in the Plan is distributed to such Participant's Spouse, the portion of the distribution attributable to the Participant's Voluntary Contribution Account shall be in the same proportion that the Participant's Voluntary Contribution Account bears to the Participant's total interest in the Plan.

(f) **TEFRA 242(b)(2) election.** The provisions of this Section shall not apply to distributions made in accordance with Section 6.8(a)(4).

6.7 TIME OF DISTRIBUTION

Except as limited by Section 6.8, whenever a distribution is to be made, or a series of payments are to commence, the distribution or series of payments may be made or begun as soon as practicable. Notwithstanding anything in the Plan to the contrary, unless a Participant otherwise elects, payments of benefits under the Plan will be begun not later than the later of the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occurs: (a) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein; (b) the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan; or (c) the date the Participant terminates service with the Employer. The failure of a Participant to request a distribution shall be deemed to be an election to defer the commencement of payment of any benefit until the time otherwise permitted under the Plan.

6.8 REQUIRED MINIMUM DISTRIBUTIONS

(a) General rules

- (1) **Effective Date.** Subject to the good faith interpretation standard, the requirements of this Section shall apply to any distribution of a Participant's interest in the Plan and will take precedence over any inconsistent provisions of this Plan.
- (2) **Requirements of Treasury Regulations incorporated.** All distributions required under this Section will be determined and made in accordance with the Regulations under Code §401(a)(9) and the minimum distribution incidental benefit requirement of Code §401(a)(9)(G).
- (3) **Limits on distribution periods.** As of the first "distribution calendar year," distributions to a Participant may only be made in accordance with the selections made in the Form of Distributions Section of the Adoption Agreement. If such distributions are not made in a single-sum, then they may only be made over one of the following periods: (i) the life of the Participant, (ii) the joint lives of the Participant and a "designated Beneficiary," (iii) a period certain not extending beyond the "life expectancy" of the Participant, or (iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a "designated Beneficiary."
- (4) **TEFRA Section 242(b)(2) elections.**
 - (i) Notwithstanding the other provisions of this Section, other than the Spouse's right of consent afforded under the Plan, distributions may be made on behalf of any Participant, including a five percent (5%) owner, who has made a designation in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and in accordance with all of the following requirements (regardless of when such distribution commences):
 - (A) The distribution by the Plan is one which would not have disqualified such Plan under Code §401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.
 - (B) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.
 - (C) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.
 - (D) The Participant had accrued a benefit under the Plan as of December 31, 1983.
 - (E) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.
 - (ii) A distribution upon death will not be covered by the transitional rule of this Subsection unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.
 - (iii) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (i)(A) and (i)(E) of this Subsection.
 - (iv) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code §401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code §401(a)(9) and the Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).
 - (v) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Regulation §1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.
- (5) **Good faith interpretation standard.** In applying any provision of this section, the Plan will apply a reasonable good faith interpretation of Code §401(a)(9).

(b) **Time and manner of distribution**

- (1) **Required beginning date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "required beginning date."
- (2) **Death of Participant before distributions begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows as elected in the Distributions Upon Death Section of the Adoption Agreement (or if no election is made, then the Beneficiary may elect either the lifetime method or the five-year method):
 - (i) **Lifetime method (Spouse).** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," then, except as otherwise provided herein, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.
 - (ii) **Lifetime method (non-Spouse).** If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," then, except as provided in Section 6.8(b)(3) below, distributions to the "designated Beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (iii) **Five-year method.** If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death or if otherwise elected pursuant to the Adoption Agreement with respect to a "designated Beneficiary," the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (iv) **Death of Spouse.** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary" and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 6.8(b)(2), other than Section 6.8(b)(2)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 6.8(b)(2) and Section 6.8(b)(3), unless Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the Participant's "required beginning date." If Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the "required beginning date," as of the first "distribution calendar year" distributions will be made in accordance with Sections 6.8(c) and 6.8(d) and only in a form of distribution provided in Section 6.5 or 6.6, as applicable. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Regulations thereunder.

(c) **Required minimum distributions during Participant's lifetime**

- (1) **Amount of required minimum distribution for each "distribution calendar year."** During the Participant's lifetime, the minimum amount that will be distributed for each "distribution calendar year" is the lesser of the following, as elected in the Form of Distributions Section of the Adoption Agreement:
 - (i) the quotient obtained by dividing the "Participant's account balance" by the distribution period in the Uniform Lifetime Table set forth in Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the "distribution calendar year"; or
 - (ii) if the Participant's sole "designated Beneficiary" for the "distribution calendar year" is the Participant's Spouse, the quotient obtained by dividing the "Participant's account balance" by the number in the Joint and Last Survivor Table set forth in Regulation §1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the "distribution calendar year."
- (2) **Lifetime required minimum distributions continue through year of Participant's death.** Required minimum distributions will be determined under this Section 6.8(c) beginning with the first "distribution calendar year" and up to and including the "distribution calendar year" that includes the Participant's date of death.

(d) **Required minimum distributions after Participant's death**

(1) **Death on or after date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the longer of the remaining "life expectancy" of the Participant or the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as follows:

(A) The Participant's remaining "life expectancy" is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," the remaining "life expectancy" of the surviving Spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For "distribution calendar years" after the year of the surviving Spouse's death, the remaining "life expectancy" of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) **No "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the Participant's remaining "life expectancy" calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) **Death before date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** Except as provided in Section 6.8(b)(3), if the Participant dies before the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as provided in Section 6.8(d)(1).

(ii) **No "designated Beneficiary."** If the Participant dies before the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) **Death of surviving Spouse before distributions to surviving Spouse are required to begin.** If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i), this Section 6.8(d)(2) will apply as if the surviving Spouse were the Participant.

(e) **Definitions.** For purposes of this Section, the following definitions apply:

(1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the "designated Beneficiary" under Code §401(a)(9) and Regulation §1.401(a)(9)-4.

(2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first "distribution calendar year" is the calendar year immediately preceding the calendar year which contains the Participant's "required beginning date." For distributions beginning after the Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under Section 6.8(b). The required minimum distribution for the Participant's first "distribution calendar year" will be made on or before the Participant's "required beginning date." The required minimum distribution for other "distribution calendar years," including the required minimum distribution for the "distribution calendar year" in which the Participant's "required beginning date" occurs, will be made on or before December 31 of that "distribution calendar year."

(3) "Life expectancy" means the life expectancy as computed by use of the Single Life Table in Regulation §1.401(a)(9)-9.

(4) "Participant's account balance" means the Participant's account balance as of the last Valuation Date in the calendar year immediately preceding the "distribution calendar year" (valuation calendar year) increased by the amount of any contributions made and allocated or Forfeitures allocated to the account balance as of the dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. For this purpose, the Administrator may exclude contributions that are allocated to the account balance as of dates in the valuation calendar year after the Valuation Date, but that are not actually made during the valuation calendar year. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the "distribution calendar year" if distributed or transferred in the valuation calendar year.

(5) "Required beginning date" means, except as otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), with respect to any Participant, April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 1/2 or the calendar year in which the Participant retires.

(f) **Waiver of 2009 required distributions**

(1) **Suspension of RMDs unless otherwise elected by Participant.** This paragraph does not apply if the Employer elected options a., b., or c. at the WRERA – RMD Waivers for 2009 Section of the Adoption Agreement. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the "2009 RMDs" or (ii) one or more payments in a series of substantially equal distributions (that include the "2009 RMDs") made at least annually and expected to last for the life (or "life expectancy") of the Participant, the joint lives (or joint "life expectancy") of the Participant and the Participant's "designated Beneficiary," or for a period of at least 10 years ("Extended 2009 RMDs"), did not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence were given the opportunity to elect to receive the distributions described in the preceding sentence.

(2) **Continuation of RMDs unless otherwise elected by Participant.** This paragraph applies if the Employer elected option b. at the WRERA – RMD Waivers for 2009 Section of the Adoption Agreement. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the "2009 RMDs" or (ii) one or more payments in a series of substantially equal distributions (that include the "2009 RMDs") made at least annually and expected to last for the life (or "life expectancy") of the Participant, the joint lives (or joint "life expectancy") of the Participant and the Participant's "designated Beneficiary," or for a period of at least 10 years ("Extended 2009 RMDs"), did not receive those distributions for 2009 unless the Participant or Beneficiary choose not to receive such distributions. Participants and Beneficiaries described in the preceding sentence were given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(3) **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in the WRERA – RMD Waivers for 2009 Section of the Adoption Agreement, were treated as eligible rollover distributions. If no election was made by the Employer in the Adoption Agreement, then a direct rollover was offered only for distributions that would have been eligible rollover distributions without regard to Code §401(a)(9)(H).

6.9 DISTRIBUTION FOR MINOR OR INCOMPETENT INDIVIDUAL

If, in the opinion of the Administrator, a Participant or Beneficiary entitled to a distribution is not able to care for his her affairs because of a mental condition, a physical condition, or by reason of age, Administrator shall direct the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative, upon furnishing evidence of such status satisfactory to the Administrator. The Administrator and the Trustee (or Insurer) do not have any liability with respect to payments so made and neither the Administrator nor the Trustee (or Insurer) has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

6.10 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all, or any portion, of the distribution payable to a Participant or Beneficiary hereunder shall, at the later of the Participant's attainment of age 62 or Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture or be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). In addition, if the Plan provides for mandatory distributions and the amount to be distributed to a Participant or Beneficiary does not exceed \$1,000, then the amount distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture, or be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) at the time it is determined that the whereabouts of the Participant or the Participant's Beneficiary cannot be ascertained. In the event a Participant or Beneficiary is located subsequent to the Forfeiture, such benefit shall be restored, first

from Forfeitures, if any, and then from an additional Employer contribution if necessary. Upon Plan termination, the portion of the distributable amount that is an "eligible rollover distribution" as defined in Section 6.14(b)(1) may be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). However, regardless of the preceding, a benefit that is lost by reason of escheat under applicable state law is not treated as a Forfeiture for purposes of this Section nor as an impermissible forfeiture under the Code.

6.11 IN-SERVICE DISTRIBUTION

If elected in the Adoption Agreement, at such time as the conditions set forth in the Adoption Agreement have been satisfied, then the Administrator, at the election of a Participant who has not severed employment with the Employer, shall direct the distribution of up to the entire Vested amount then credited to the Accounts as elected in the Adoption Agreement maintained on behalf of such Participant. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. In the event that the Administrator makes such a distribution, the Participant shall continue to be eligible to participate in the Plan on the same basis as any other Employee. Any distribution made pursuant to this Section shall be made in a manner consistent with Section 6.5. Furthermore, if an in-service distribution is permitted from more than one account type, the Administrator may determine any ordering of a Participant's in-service distribution from such accounts.

6.12 ADVANCE DISTRIBUTION FOR HARDSHIP

(a) **Hardship events.** For 401(a) Plans, if elected in the Adoption Agreement, the Administrator, at the election of the Participant, shall direct the distribution to any Participant in any one Plan Year up to the lesser of 100% of the Vested interest of the Accounts selected in the Adoption Agreement, valued as of the last Valuation Date or the amount necessary to satisfy the immediate and heavy financial need of the Participant. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the Plan Year or, if later, the Valuation Date immediately preceding the date of distribution, and the Account from which the distribution is made shall be reduced accordingly. Withdrawal under this Section shall be authorized only if the distribution is for an immediate and heavy financial need. The Administrator will determine whether there is an immediate and heavy financial need based on the facts and circumstances. An immediate and heavy financial need includes, but is not limited to, a distribution for one of the following:

- (1) Expenses for (or necessary to obtain) medical care (as defined in Code §213(d));
- (2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;
- (3) Payments for burial or funeral expenses for the Participant's deceased parent, Spouse, children or dependents (as defined in Code §152, and without regard to Code §152(d)(1)(B));
- (4) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, the Participant's Spouse, children, or dependents (as defined in Code §152, and without regard to Code §§152(b)(1), (b)(2), and (d)(1)(B));
- (5) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; or
- (6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code §165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(b) **Beneficiary-based distribution.** If elected in the Adoption Agreement, then effective as of the date specified in the Adoption Agreement, but no earlier than August 17, 2006, a Participant's hardship event includes an immediate and heavy financial need of the Participant's "primary Beneficiary under the Plan," that would constitute a hardship event if it occurred with respect to the Participant's Spouse or dependent as defined under Code §152 (such hardship events being limited to educational expenses, funeral expenses and certain medical expenses). For purposes of this Section, a Participant's "primary Beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan (by the Participant or pursuant to Section 6.2(d)) and has an unconditional right to all or a portion of the Participant's Account balance under the Plan upon the Participant's death.

(c) **Other limits and conditions.** If elected in the Adoption Agreement, no distribution shall be made pursuant to this Section from the Participant's Account until such Account has become fully Vested. Furthermore, if a hardship distribution is permitted from more than one Account, the Administrator may determine any ordering of a Participant's hardship distribution from such Accounts.

(d) **Distribution rules apply.** Any distribution made pursuant to this Section shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

6.13 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All benefits provided to a Participant in this Plan shall be subject to the rights afforded to any Alternate Payee under a "qualified domestic relations order." Furthermore, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) a distribution to an Alternate Payee shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not reached the "earliest retirement age." For the purposes of this Section, "qualified domestic relations order" and "earliest retirement age" shall have the meanings set forth under Code §414(p). For purposes of this Section, however, a distribution that is made pursuant to a domestic relations order which meets the requirements of Code §414(p)(1)(A)(i) will be treated as being made pursuant to a "qualified domestic relations order."

Effective as of April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a "qualified domestic relations order" will not fail to be a "qualified domestic relations order": (i) solely because the order is issued after, or revises, another domestic relations order or "qualified domestic relations order"; or (ii) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the Participant's death.

6.14 DIRECT ROLLOVERS

(a) **Right to direct rollover.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a "distributee's" election under this Section, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover." However, if less than the entire amount of the "eligible rollover distribution" is being paid directly to an "eligible retirement plan," then the Administrator may require that the amount paid directly to such plan be at least \$500.

(b) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) **Eligible rollover distribution.** An "eligible rollover distribution" means any distribution described in Code §402(c)(4) and generally includes any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" "designated Beneficiary," or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code §401(a)(9); any hardship distribution; the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution reasonably expected to total less than \$200 during a year. For purposes of the \$200 rule, a distribution from a designated Roth account and a distribution from other accounts under the Plan may be treated as made under separate plans. In addition, Section 6.8(f)(2) applies with respect to distributions made in 2009.

Notwithstanding the above, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax voluntary Employee contributions which are not includible in gross income. However, such portion may be transferred only to:

(i) a traditional individual retirement account or annuity described in Code §408(a) or (b) (a "traditional IRA")

(ii) for taxable years beginning after December 31, 2006, a Roth individual account or annuity described in Code §408A (a "Roth IRA"), or

(iii) a qualified defined contribution plan or an annuity contract described in Code §401(a) or Code §403(b), respectively, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) **Eligible retirement plan.** An "eligible retirement plan" is a "traditional IRA," for distributions made after December 31, 2007, a "Roth IRA," a qualified trust (an employees' trust) described in Code §401(a) which is exempt from tax under Code §501(a), an annuity plan described in Code §403(a), an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision and which agrees to separately account for amounts transferred into such plan from this Plan, and an annuity contract described in Code §403(b), that accepts the "distributee's" "eligible rollover distribution." The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is an Alternate Payee. If any portion of an "eligible rollover distribution" is attributable to payments or distributions from a designated Roth account, an "eligible retirement plan" with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a "distributee" who is a non-Spouse designated Beneficiary, (i) the "direct rollover" may be made only to a traditional or Roth individual retirement account or an annuity described in Code §408(b) ("IRA") that is established on behalf of the designated non-Spouse Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11), and (ii) the

determination of any required minimum distribution required under Code §401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18.

(3) **Distributee.** A "distributee" includes an Employee or Former Employee. In addition, the Employee's or Former Employee's surviving Spouse and the Employee's or Former Employee's Spouse or former Spouse who is the Alternate Payee, are "distributees" with regard to the interest of the Spouse or former Spouse.

(4) **Direct rollover.** A "direct rollover" is a payment by the Plan to the "eligible retirement plan" specified by the "distributee."

(c) **Participant notice.** A Participant entitled to an "eligible rollover distribution" must receive a written explanation of the right to a "direct rollover," the tax consequences of not making a "direct rollover," and, if applicable, any available special income tax elections. The notice must be provided no less than thirty (30) days and no more than one-hundred eighty (180) (ninety (90) for Plan Years beginning before January 1, 2007) days before the Annuity Starting Date. The "direct rollover" notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than \$200.

(d) **Non-Spouse Beneficiary rollover right.** For distributions after December 31, 2009, and unless otherwise elected in the Adoption Agreement, for distributions after December 31, 2006, a non-Spouse Beneficiary who is a "designated Beneficiary" under Code §401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion an "eligible rollover distribution" to an IRA the Beneficiary establishes for purposes of receiving the distribution.

(1) **Certain requirements not applicable.** Any distribution made prior to January 1, 2010 is not subject to the "direct rollover" requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)).

(2) **Trust Beneficiary.** If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a "designated Beneficiary."

6.15 RESTRICTIONS ON DISTRIBUTION OF ASSETS TRANSFERRED FROM A MONEY PURCHASE PLAN

Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Employee's retirement, death, Total and Permanent Disability, or severance from employment, and prior to Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code §414(l), to this Plan from a money purchase pension plan qualified under Code §401(a) (other than any portion of those assets and liabilities attributable to after-tax voluntary Employee contributions or to a direct or indirect rollover contribution). Notwithstanding anything in the Plan to the contrary, effective with respect to Plan Years beginning after June 30, 2008, a Participant may not obtain an in-service distribution with respect to such transferred amounts prior to the earlier of the Participant's Normal Retirement Age or attainment of age 62.

6.16 CORRECTIVE DISTRIBUTIONS

Nothing in this Article shall preclude the Administrator from making a distribution to a Participant, to the extent such distribution is made to correct a qualification defect in accordance with the corrective procedures under the IRS' Employee Plans Compliance Resolution System or any other voluntary compliance programs established by the IRS.

6.17 HEART ACT

(a) **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) immediately prior to the Participant's death.

(b) **Military Differential Pay.** For years beginning after December 31, 2008: (1) an individual receiving Military Differential Pay is treated as an Employee of the Employer making the payment; (2) the Military Differential Pay is treated as 415 Compensation (and Compensation unless otherwise elected in the Adoption Agreement); and (3) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding Plan provisions) by reason of any contribution or benefit which is based on the Military Differential Pay. The Administrator operationally may determine, for purposes of the provisions described in Code §414(u)(1)(C), whether to take into account any matching contributions, attributable to Military Differential Pay.

(c) **Deemed Severance.** Notwithstanding Subsection (b)(1) above, if elected in the Adoption Agreement, a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the

Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not attributable to Employer contributions to a money purchase pension plan. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder.

6.18 SERVICE CREDIT

The Administrator, upon Participant request, may direct the transfer of all or a portion of the Participant's Account to a governmental defined benefit plan (as defined in Code §414(d)) in which he or she participates for the purchase of permissive service credit (as defined in Code §415(n)(3)(A)).

ARTICLE VII TRUSTEE AND CUSTODIAN

7.1 BASIC RESPONSIBILITIES OF THE TRUSTEE

(a) **Application of Article.** The provisions of this Article, other than Section 7.6, shall not apply to this Plan if a separate trust agreement is being used. Furthermore, the provisions of this Article, other than Sections 7.5 and 7.6, shall not apply if the Plan is fully insured. If the Employer has appointed two or more Trustees to hold Plan assets, then each Trustee shall be the Trustee only with respect to those Plan assets specifically deposited by the Employer in the Trust Fund for which such Trustee is the trustee. References in the Plan to the responsibilities, power or duties of the Trustee and any other provisions in the Plan relating to the Trustee shall be interpreted as applying to each Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Plan assets other than the assets for which it serves as Trustee.

(b) **No Duty to collect contributions.** The Trustee is accountable to the Employer for the funds contributed to the Plan by the Employer, but the Trustee does not have any duty to see that the contributions received comply or are deposited in accordance with the provisions of the Plan.

(c) **Reliance on Administrator's directions.** The Trustee will credit and distribute the Trust Fund as directed by the Administrator. The Trustee is not obligated to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or whether the manner of making any payment or distribution is proper. The Trustee is accountable only to the Administrator for any payment or distribution made by it in good faith on the order or direction of the Administrator.

(d) **Directions by others.** In the event that the Trustee shall be directed by a Participant (pursuant to the Participant Direction Procedures if the Plan permits Participant directed investments), the Employer, or an Investment Manager or other agent appointed by the Employer with respect to the investment of any or all Plan assets, the Trustee shall have no liability with respect to the investment of such assets, but shall be responsible only to execute such investment instructions as so directed.

(1) The Trustee shall be entitled to rely fully on the written (or other form acceptable to the Administrator and the Trustee, including but not limited to, voice recorded) instructions of a Participant (pursuant to the Participant Direction Procedures), the Employer, or any fiduciary or nonfiduciary agent of the Employer, in the discharge of such duties, and shall not be liable for any loss or other liability resulting from such direction (or lack of direction) of the investment of any part of the Plan assets.

(2) The Trustee may delegate the duty of executing such instructions to any nonfiduciary agent, which may be an affiliate of the Trustee or any Plan representative.

(3) The Trustee may refuse to comply with any direction from the Participant in the event the Trustee, in its sole and absolute discretion, deems such direction improper by virtue of applicable law. The Trustee shall not be responsible or liable for any loss or expense that may result from the Trustee's refusal or failure to comply with any direction from the Participant.

(4) Any costs and expenses related to compliance with the Participant's directions shall be borne by the Participant's Directed Account, unless paid by the Employer.

(5) Notwithstanding anything herein above to the contrary, the Trustee shall not invest any portion of a Participant's Directed Account in "collectibles" within the meaning of Code §408(m).

(e) **Records.** The Trustee will maintain records of receipts and disbursements and furnish to the Employer and/or Administrator for each Plan Year a written annual report pursuant to Section 7.9.

(f) **Employment of bank or trust company.** The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record-keeping nature.

(g) **Payment of expenses.** The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Plan, and the Trustee may act or refrain from acting on the advice or opinion of any such person.

7.2 INVESTMENT POWERS AND DUTIES OF DISCRETIONARY TRUSTEE

(a) **Discretionary authority.** This Section applies if the Employer, in the Adoption Agreement or as otherwise agreed upon by the Employer and the Trustee, designates the Trustee to administer all or a portion of the trust as a Discretionary Trustee. If so designated, then the Trustee has the discretion and authority to invest, manage, and control those Plan assets except, however, with respect to those assets which are subject to the investment direction of a Participant (if Participant directed investments are permitted), or an Investment Manager, the Administrator, or other agent appointed by the Employer. The exercise of any investment discretion hereunder shall be consistent with the "funding policy and method" determined by the Employer.

(b) **Duties.** The Trustee shall, except as otherwise provided in this Plan, invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall deem advisable, including, but not limited to, common or preferred stocks, open-end or closed-end mutual funds, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Trustee shall at all times in making investments of the Trust Fund consider, among other factors, the short and long-term financial needs of the Plan on the basis of information furnished by the Employer. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code so that at all times this Plan may qualify as a qualified Plan and Trust. The Trustee shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(c) **Powers.** The Trustee, in addition to all powers and authorities under common law, statutory authority and other provisions of this Plan, shall have the following powers and authorities to be exercised in the Trustee's sole discretion:

- (1) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;
- (2) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (3) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (4) To cause any securities or other property to be registered in the Trustee's own name, or in the name of a nominee or in a street name provided such securities or other property are held on behalf of the Plan by (i) a bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer, or (iii) a clearing agency as defined in Section 3(a)(23) of the Securities Exchange Act of 1934;
- (5) To invest in a common, collective, or pooled trust fund (the provisions of which are incorporated herein by reference) maintained by any Trustee (or any affiliate of such Trustee) hereunder pursuant to Revenue Ruling 81-100 (as modified by Rev. Rul. 2011-1 or any subsequent guidance), all or such part of the Trust Fund as the Trustee may deem advisable, and the part of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The name of the trust fund may be specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). The Trustee may withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Trustee may deem advisable;
- (6) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;
- (7) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

- (8) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (9) To settle, compromise, or submit to arbitration (provided such arbitration does not apply to qualification issues nor to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (10) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agents or counsel may or may not be an agent or counsel for the Employer;
- (11) To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a 401(a) Plan, on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity, or other Contracts as and when entitled to do so under the provisions thereof;
- (12) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest or in cash or cash balances without liability for interest thereon, including the specific authority to invest in any type of deposit of the Trustee (or of a financial institution related to the Trustee);
- (13) To invest in Treasury Bills and other forms of United States government obligations;
- (14) To sell, purchase and acquire put or call options if the options are traded on and purchased through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, or, if the options are not traded on a national securities exchange, are guaranteed by a member firm of the New York Stock Exchange regardless of whether such options are covered;
- (15) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations including the specific authority to make deposit into any savings accounts or certificates of deposit of the Trustee (or a financial institution related to the Trustee);
- (16) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any Affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and Trust and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests; and
- (17) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

(d) **Appointment of Investment Manager or others.** The Trustee may appoint, at its option, an Investment Manager, investment adviser, or other agent to provide direction to the Trustee with respect to the investment of any or all of the Plan assets. Such appointment shall be in writing and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have the authority to direct the investment.

7.3 INVESTMENT POWERS AND DUTIES OF NONDISCRETIONARY TRUSTEE

(a) **No discretionary powers.** This Section applies if the Employer, in the Adoption Agreement or as otherwise agreed upon by the Employer and the Trustee, designates the Trustee to administer all or a portion of the trust as a nondiscretionary Trustee. If so designated, then the Trustee shall have no discretionary authority to invest, manage, or control those Plan assets, but must act solely as a Directed Trustee of those Plan assets. A nondiscretionary Trustee, as Directed Trustee of the Plan funds it holds, is authorized and empowered, by way of limitation, with the powers, rights and duties set forth herein, each of which the nondiscretionary Trustee exercises solely as Directed Trustee in accordance with the direction of the party which has the authority to manage and control the investment of the Plan assets. If no directions are provided to the Trustee, the Employer will provide necessary direction. Furthermore, the Employer and the nondiscretionary Trustee may, in writing, limit the powers of the nondiscretionary Trustee to any combination of powers listed within this Section. The party which has the authority to manage and control the investment of the Plan assets shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(b) **Powers.** The Trustee, in addition to all powers and authorities under common law, statutory authority and other provisions of this Plan, shall have the following powers and authorities:

- (1) To invest the assets, without distinction between principal and income, in securities or property, real or personal, wherever situated, including, but not limited to, common or preferred stocks, open-end or closed-end mutual funds, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code so that at all times this Plan may qualify as a qualified Plan and Trust;
- (2) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;
- (3) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (4) At the direction of the party which has the authority or discretion, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate powers, and pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (5) To cause any securities or other property to be registered in the Trustee's own name, or in the name of a nominee or in a street name provided such securities or other property are held on behalf of the Plan by (i) a bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer, or (iii) a clearing agency as defined in Section 3(a)(23) of the Securities Exchange Act of 1934;
- (6) To invest in a common, collective, or pooled trust fund (the provisions of which are incorporated herein by reference) maintained by any Trustee (or any affiliate of such Trustee) hereunder pursuant to Revenue Ruling 81-100 (as modified by Rev. Rul. 2011-1 or any subsequent guidance), all or such part of the Trust Fund as the party which has the authority to manage and control the investment of the assets shall deem advisable, and the part of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The name of the trust fund may be specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections);
- (7) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;
- (8) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (9) To settle, compromise, or submit to arbitration (provided such arbitration does not apply to qualification issues nor to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (10) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be an agent or counsel for the Employer;
- (11) To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a 401(a) Plan, on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Administrator shall deem proper; to exercise, at the direction of the person with the authority to do so, whatever rights and privileges may be granted under such annuity or other Contracts; to collect, receive, and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;
- (12) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest or in cash or cash balances without liability for interest thereon, including the specific authority to invest in any type of deposit of the Trustee (or of a financial institution related to the Trustee);
- (13) To invest in Treasury Bills and other forms of United States government obligations;

(14) To sell, purchase and acquire put or call options if the options are traded on and purchased through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, or, if the options are not traded on a national securities exchange, are guaranteed by a member firm of the New York Stock Exchange regardless of whether such options are covered;

(15) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations including the specific authority to make deposit into any savings accounts or certificates of deposit of the Trustee (or a financial institution related to the Trustee); and

(16) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any Affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests.

(c) The Trustee shall have no responsibility to enforce the collection from the Employer of any contribution to the Plan or determine the correctness of the amount or timing any contribution. The Employer is responsible for transmitting contributions to the Trustee at such times and in such manner as is mutually agreed upon by the Employer and the Trustee and as required by the Plan and applicable law.

7.4 POWERS AND DUTIES OF CUSTODIAN

The Employer may appoint a Custodian of the Plan assets. A Custodian has the same powers, rights and duties as a nondiscretionary Trustee. Any reference in the Plan to a Trustee also is a reference to a Custodian unless the context of the Plan indicates otherwise. A limitation of the Trustee's liability by Plan provision also acts as a limitation of the Custodian's liability. The Custodian will be protected from any liability with respect to actions taken pursuant to the direction of the Trustee, Administrator, the Employer, an Investment Manager, a fiduciary or other third party with authority to provide direction to the Custodian. The resignation or removal of the Custodian shall be made in accordance with Section 7.11 as though the Custodian were a Trustee.

7.5 LIFE INSURANCE

(a) **Permitted insurance.** The Trustee (or Insurer), in accordance with operational procedures of the Administrator, shall ratably apply for, own, and pay all premiums on Contracts on the lives of the Participants or, in the case of a 401(a) Plan, on the life of a member of the Participant's family or on the joint lives of a Participant and a member of the Participant's family. Furthermore, if a Contract is purchased on the joint lives of the Participant and another person and such other person predeceases the Participant, then the Contract may not be maintained under this Plan. Any initial or additional Contract purchased on behalf of a Participant shall have a face amount of not less than \$1,000, an amount set forth in the Administrator's procedures, or the limitation of the Insurer, whichever is greater. If a life insurance Contract is to be purchased for a Participant, then the aggregate premium for ordinary life insurance for each Participant must be less than 50% of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. For purposes of this limitation, ordinary life insurance Contracts are Contracts with both non-decreasing death benefits and non-increasing premiums. If term insurance or universal life insurance is purchased, then the aggregate premium must be 25% or less of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. If both term insurance and ordinary life insurance are purchased, then the premium for term insurance plus one-half of the premium for ordinary life insurance may not in the aggregate exceed 25% of the aggregate Employer contributions and Forfeitures allocated to the Participant's Combined Account. Notwithstanding the preceding, the limitations imposed herein with respect to the purchase of life insurance shall not apply, in the case of a 401(a) Plan, to the portion of the Participant's Account that has accumulated for at least two (2) Plan Years or to the entire Participant's Account if the Participant has been a Participant in the Plan for at least five (5) years. In addition, amounts transferred to this Plan in accordance with Section 4.6(f)(1)(ii) or (iii) and a Participant's Voluntary Contribution Account may be used to purchase Contracts without limitation. Thus, amounts that are not subject to the limitations contained herein may be used to purchase life insurance on any person in whom a Participant has an insurable interest or on the joint lives of a Participant and any person in whom the Participant has an insurable interest, and without regard to the amount of premiums paid to purchase any life insurance hereunder.

(b) **Contract conversion at retirement.** The Trustee (or Insurer) must distribute any Contracts to the Participant or convert the entire value of the Contracts at or before retirement into cash or provide for a periodic income so that no portion of such value may be used to continue life insurance protection beyond the date on which benefits commence.

(c) **Limitations on purchase.** No life insurance Contracts shall be required to be obtained on an individual's life if, for any reason (other than the nonpayment of premiums) the Insurer will not issue a Contract on such individual's life.

(d) **Proceeds payable to plan.** The Trustee (or Insurer) will be the owner of any life insurance Contract purchased under the terms of this Plan. The Contract must provide that the proceeds will be payable to the Trustee (or Insurer); however, the Trustee (or Insurer) shall be required to pay over all proceeds of the Contract to the Participant's "designated Beneficiary" in accordance with the distribution provisions of Article VI. A Participant's Spouse will be the "designated Beneficiary" pursuant to Section 6.2, unless

a qualified election has been made in accordance with Sections 6.5 and 6.6 of the Plan, if applicable. Under no circumstances shall the Trust retain any part of the proceeds that are in excess of the cash surrender value immediately prior to death. However, the Trustee (or Insurer) shall not pay the proceeds in a method that would violate the requirements of the Retirement Equity Act of 1984, as stated in Article VI of the Plan, or Code §401(a)(9) and the Regulations thereunder. In the event of any conflict between the terms of this Plan and the terms of any insurance Contract purchased hereunder, the Plan provisions shall control.

(e) **No responsibility for act of Insurer.** The Employer, the Administrator and the Trustee shall not be responsible for the validity of the provisions under a Contract issued hereunder or for the failure or refusal by the Insurer to provide benefits under such Contract. The Employer, Administrator and the Trustee are also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the Contract or which renders the Contract invalid or unenforceable in whole or in part.

7.6 LOANS TO PARTICIPANTS

(a) **Permitted Loans.** The Trustee (or the Administrator if the Trustee is a nondiscretionary Trustee or if loans are treated as Participant directed investments) may, in the Trustee's (or, if applicable, the Administrator's) sole discretion, make loans to Participants. If loans are permitted, then the following shall apply: (1) loans shall be made available to all Participants on a reasonably equivalent basis; (2) loans shall bear a reasonable rate of interest; (3) loans shall be adequately secured; and (4) loans shall provide for periodic repayment over a reasonable period of time. Furthermore, no Participant loan shall exceed the Participant's Vested interest in the Plan. For purposes of this Section, the term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees.

(b) **Prohibited assignment or pledge.** An assignment or pledge of any portion of a Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance Contract purchased under the Plan, shall be treated as a loan under this Section.

(c) **Loan program.** The Administrator shall be authorized to establish a Participant loan program to provide for loans under the Plan. In order for the Administrator to implement such loan program, a separate written document forming a part of this Plan must be adopted, which document shall specifically include, but need not be limited to, the following:

- (1) the identity of the person or positions authorized to administer the Participant loan program;
- (2) a procedure for applying for loans;
- (3) the basis on which loans will be approved or denied;
- (4) limitations, if any, on the types and amounts of loans offered;
- (5) the procedure under the program for determining a reasonable rate of interest;
- (6) the types of collateral which may secure a Participant loan; and
- (7) the events constituting default and the steps that will be taken to preserve Plan assets in the event such default.

(d) **Loan default.** Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section that is secured by the Participant's interest in the Plan, then a Participant's interest may be offset by the amount subject to the security to the extent there is a distributable event permitted by the Code or Regulations.

(e) **Loans subject to Plan terms.** Notwithstanding anything in this Section to the contrary, if this is an amendment and restatement of an existing Plan, any loans made prior to the date this amendment and restatement is adopted shall be subject to the terms of the Plan in effect at the time such loan was made.

7.7 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If there is more than one Trustee, then the responsibilities of each Trustee may be specified by the Employer and accepted in writing by each Trustee. If no such delegation is made by the Employer, then the Trustees may allocate the responsibilities among themselves, in which event the Trustees shall notify the Employer and the Administrator in writing of such action and specify the responsibilities of each Trustee. Except where there has been an allocation and delegation of powers, if there shall be more than one Trustee, they shall act by a majority of their number, but may authorize one or more of them to sign papers on their behalf.

7.8 TRUSTEE'S COMPENSATION AND EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as set forth in the Trustee's fee schedule (if the Trustee has such a schedule) or as agreed upon in writing by the Employer and the Trustee. However, an individual serving as Trustee who already receives full-time compensation from the Employer shall not receive compensation from this Plan. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from

the Trust Fund unless paid or advanced by the Employer. All taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

7.9 ANNUAL REPORT OF THE TRUSTEE

(a) **Annual report.** Within a reasonable period of time after the later of the Anniversary Date or receipt of the Employer's contribution for each Plan Year, the Trustee, or its agent, shall furnish to the Employer and Administrator a written statement of account with respect to the Plan Year for which such contribution was made setting forth:

- (1) the net income, or loss, of the Trust Fund;
- (2) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (3) the increase, or decrease, in the value of the Trust Fund;
- (4) all payments and distributions made from the Trust Fund; and
- (5) such further information as the Trustee and/or Administrator deems appropriate.

(b) **Employer approval of report.** The Employer, promptly upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the Employer to disapprove any such statement of account within thirty (30) days after its receipt thereof shall be deemed an approval thereof. The approval by the Employer of any statement of account shall be binding on the Employer and the Trustee as to all matters contained in the statement to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the Employer and all persons having or claiming an interest in the Plan were parties. However, nothing contained in this Section shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

7.10 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

(a) **Trustee resignation.** Unless otherwise agreed to by both the Trustee and the Employer, a Trustee may resign at any time by delivering to the Employer, at least thirty (30) days before its effective date, a written notice of resignation.

(b) **Trustee removal.** Unless otherwise agreed to by both the Trustee and the Employer, the Employer may remove a Trustee at any time by delivering to the Trustee, at least thirty (30) days before its effective date, a written notice of such Trustee's removal.

(c) **Appointment of successor.** Upon the death, resignation, incapacity, or removal of any Trustee, a successor may be appointed by the Employer; and such successor, upon accepting such appointment in writing and delivering same to the Employer, shall, without further act, become vested with all the powers and responsibilities of the predecessor as if such successor had been originally named as a Trustee herein. Until such a successor is appointed, any remaining Trustee or Trustees shall have full authority to act under the terms of the Plan.

(d) **Appointment of successor prior to removal of predecessor.** The Employer may designate one or more successors prior to the death, resignation, incapacity, or removal of a Trustee. In the event a successor is so designated by the Employer and accepts such designation, the successor shall, without further act, become vested with all the powers and responsibilities of the predecessor as if such successor had been originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of the predecessor.

(e) **Trustee's statement upon cessation of being Trustee.** Whenever any Trustee hereunder ceases to serve as such, the Trustee shall furnish to the Employer and Administrator a written statement of account with respect to the portion of the Plan Year during which the individual or entity served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Plan Year required under Section 7.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered to the Employer no later than the due date of the annual statement of account for the Plan Year. The procedures set forth in Section 7.9 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the manner provided in Section 7.9 shall have the same effect upon the statement as the Employer's approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 7.9 and this subparagraph.

7.11 TRANSFER OF INTEREST

Notwithstanding any other provision contained in this Plan, the Trustee at the direction of the Administrator shall transfer the interest, if any, of a Participant to another trust forming part of a pension, profit sharing, or stock bonus plan that meets the requirements of Code §401(a), provided that the trust to which such transfers are made permits the transfer to be made and further provided that the terms of the transferee plan properly allocates the funds in each account to a transferee account that preserves all the required features and

restrictions applicable to such account under this Plan. However, the transfer of amounts from this Plan to a nonqualified foreign trust is treated as a distribution and the transfer of assets and liabilities from this Plan to a plan that satisfies Section 1165 of the Puerto Rico Code is also treated as distribution from the transferor plan.

7.12 TRUSTEE INDEMNIFICATION

To the extent permitted by the Code, the Employer agrees to indemnify and hold harmless the Trustee against any and all claims, losses, damages, expenses and liabilities the Trustee may incur in the exercise and performance of the Trustee's powers and duties hereunder, unless the same are determined to be due to gross negligence or willful misconduct.

ARTICLE VIII AMENDMENT, TERMINATION AND MERGERS

8.1 AMENDMENT

(a) **General rule on Employer amendment.** The Employer shall have the right at any time to amend this Plan subject to the limitations of this Section. However, any amendment that affects the rights, duties or responsibilities of the Trustee (or Insurer) or Administrator may only be made with the Trustee's (or Insurer's) or Administrator's written consent. Any such amendment shall become effective as provided therein upon its execution. The Trustee (or Insurer) shall not be required to execute any such amendment unless the amendment affects the duties of the Trustee (or Insurer) hereunder.

(b) **Permissible amendments.** The Employer may (1) change the choice of options in the Adoption Agreement, (2) add any appendix to the Adoption Agreement that is specifically permitted pursuant to the terms of the Plan (e.g., Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)); (3) amend administrative trust or custodial provisions, (4) add certain sample or model amendments published by the Internal Revenue Service or other required good-faith amendments which specifically provide that their adoption will not cause the Plan to be treated as an individually designed plan, and (5) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan.

(c) **Volume submitter practitioner amendments.** The Employer (and every Participating Employer) expressly delegates authority to the volume submitter practitioner, the right to amend the Plan by submitting a copy of the amendment to each Employer (and Participating Employer) who has adopted this plan, after first having received a ruling or favorable determination from the Internal Revenue Service that the volume submitter Plan as amended qualifies under Code §401(a) (unless a ruling or determination is not required by the IRS).

(d) **Impermissible amendments.** No amendment to the Plan shall be effective if it authorizes or permits any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Trust Fund to revert to or become property of the Employer.

8.2 TERMINATION

(a) **Termination of Plan.** The Employer shall have the right at any time to terminate the Plan by delivering to the Trustee (or Insurer) and Administrator written notice of such termination. Upon any full or partial termination or upon the complete discontinuance of the Employer's Contributions to the Plan (in the case of a Profit Sharing Plan), all amounts credited to the affected Participants' Combined Accounts shall become 100% Vested and shall not thereafter be subject to Forfeiture.

(b) **Distribution of assets.** Upon the full termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner that is consistent with and satisfies the provisions of Section 6.5. Distributions to a Participant shall be made in cash (or in property if permitted in the Adoption Agreement) or through the purchase of irrevocable nontransferable deferred commitments from the Insurer.

8.3 MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to any other plan only if the benefits which would be received by a Participant of this Plan, in the event of a termination of the plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

**ARTICLE IX
MISCELLANEOUS**

9.1 EMPLOYER ADOPTIONS

(a) **Method of adoption.** Any organization may become the Employer hereunder by executing the Adoption Agreement in a form satisfactory to the Trustee (or Insurer), and it shall provide such additional information as the Trustee (or Insurer) may require. The consent of the Trustee (or Insurer) to act as such shall be signified by its execution of the Adoption Agreement or a separate agreement (including, if elected in the Adoption Agreement, a separate trust agreement).

(b) **Separate affiliation.** Except as otherwise provided in this Plan, the affiliation of the Employer and the participation of its Participants shall be separate and apart from that of any other employer and its participants hereunder.

9.2 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the Employee as a Participant of this Plan.

9.3 ALIENATION

(a) **General rule.** Subject to the exceptions provided below and as otherwise permitted by the Code, no benefit which shall be payable to any person (including a Participant or the Participant's Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.

(b) **Exception for loans.** Subsection (a) shall not apply to the extent a Participant or Beneficiary is indebted to the Plan by reason of a loan made pursuant to Section 7.6. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such portion of the amount to be distributed as shall equal such indebtedness shall be paid to the Plan, to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or Beneficiary must be given notice by the Administrator that such indebtedness is to be so paid in whole or part from the Participant's interest in the Plan. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against the Participant's interest in the Plan, the Participant or Beneficiary shall be entitled to a review of the validity of the claim in accordance with procedures provided in Section 2.10.

(c) **Exception for QDRO.** Subsection (a) shall not apply to a "qualified domestic relations order" defined in Code §414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984.

9.4 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION

(a) **Applicable law.** This Plan and Trust shall be construed and enforced according to the Code, and the laws of the state or commonwealth in which the Employer's (or if there is a corporate Trustee, the Trustee's, or if the Plan is fully insured, the Insurer's) principal office is located (unless otherwise designated in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), other than its laws respecting choice of law, to the extent not pre-empted by federal law.

(b) **Administrator's discretion.** The Administrator has total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Administrator makes under the Plan is final and binding upon any affected person. The Administrator must exercise all of its Plan powers and discretion, and perform all of its duties in a uniform manner.

(c) **Communications.** All Participant or Beneficiary notices, designations, elections, consents or waivers must be made in a form the Administrator (or, as applicable, the Trustee or Insurer) specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period unless such actions are contrary to applicable law.

(d) **Evidence.** Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Administrator, Trustee and Insurer are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

(e) **Plan terms binding.** The Plan is binding upon all parties, including but not limited to, the Employer, Trustee, Insurer, Administrator, Participants and Beneficiaries.

(f) **Parties to litigation.** Except as otherwise provided by applicable law, a Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, the Trust or any fiduciary. Any final judgment (not subject to further appeal) entered in any such proceeding will be binding upon all parties, including the Employer, the Administrator, Trustee, Insurer, Participants and Beneficiaries.

(g) **Fiduciaries not insurers.** The Trustee, Administrator and the Employer in no way guarantee the Plan assets from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from the Plan. The liability of the Employer, the Administrator and the Trustee to make any distribution from the Trust at any time and all times is limited to the then available assets of the Trust.

(h) **Construction/severability.** The Plan, the Adoption Agreement, the Trust and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §401(a) and tax exemption of the Trust under Code §501(a) and also consistent with other applicable law. To the extent permissible under applicable law, any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation, is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.

(i) **Uniformity.** All provisions of this Plan shall be interpreted and applied in a uniform manner.

(j) **Headings.** The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

9.5 GENDER, NUMBER AND TENSE

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.6 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Trustee (or Insurer), the Employer or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee (or Insurer), the Employer or the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

9.7 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) **General rule.** Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust Fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries.

(b) **Mistake of fact.** In the event the Employer shall make a contribution under a mistake of fact, the Employer may demand repayment of such contribution at any time within one (1) year following the time of payment and the Trustee (or Insurer) shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

9.8 EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE

The Employer, Administrator and Trustee, and their successors, shall not be responsible for the validity of any Contract issued hereunder or for the failure on the part of the Insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

9.9 INSURER'S PROTECTIVE CLAUSE

Except as otherwise agreed upon in writing between the Employer and the Insurer, an Insurer which issues any Contracts hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The Insurer shall be protected and held harmless in acting in accordance with any written direction of the Administrator or Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Administrator or Trustee. Regardless of any provision of this Plan, the Insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the Insurer.

9.10 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, the Participant's legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee (or Insurer) and the Employer.

9.11 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.12 APPROVAL BY INTERNAL REVENUE SERVICE

Notwithstanding anything herein to the contrary, if, pursuant to an application for qualification is made by the time prescribed by law or such later date as the Secretary of Treasury may prescribe, the Commissioner of the Internal Revenue Service or the Commissioner's delegate should determine that the Plan does not initially qualify as a tax-exempt plan under Code §§401 and 501, and such determination is not contested, or if contested, is finally upheld, then if the Plan is a new plan, it shall be void ab initio and all amounts contributed to the Plan, by the Employer, less expenses paid, shall be returned within one (1) year and the Plan shall terminate, and the Trustee (or Insurer) shall be discharged from all further obligations. If the disqualification relates to a Plan amendment, then the Plan shall operate as if it had not been amended. If the Employer's Plan fails to attain or retain qualification, such Plan will no longer participate in this volume submitter plan and will be considered an individually designed plan.

9.13 PAYMENT OF BENEFITS

Except as otherwise provided in the Plan, benefits under this Plan shall be paid, subject to Sections 6.11 and 6.12, only upon death, Total and Permanent Disability, normal or early retirement, severance of employment, or termination of the Plan.

9.14 ELECTRONIC MEDIA

The Administrator may use any electronic medium to give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under applicable law. A Participant or a Participant's Spouse, to the extent authorized by the Administrator, may use any electronic medium to make or provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent permissible under applicable law. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version thereof as permitted under applicable law. Notwithstanding the foregoing, any Participant or Beneficiary notices and consent that are required pursuant to the Code must satisfy Regulation §1.401(a)-21.

9.15 PLAN CORRECTION

The Administrator in conjunction with the Employer may undertake such correction of Plan errors as the Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §401(a) or to correct a fiduciary breach under state or local law. Without limiting the Administrator's authority under the prior sentence, the Administrator, as it determines to be reasonable and appropriate, may undertake correction of Plan document, operational, demographic and Employer eligibility failures under a method described in the Plan or under the IRS Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. Furthermore, the Employer may make corrective contributions pursuant to this Section regardless of whether the Plan otherwise permits such contribution source. In addition, the Plan is authorized to recover benefits from Participants or Beneficiaries that have been improperly distributed.

9.16 NONTRUSTEED PLANS

If the Plan is funded solely with Contracts, then notwithstanding Sections 9.7 and 9.12, no Contract will be purchased under the Plan unless such Contract or a separate definite written agreement between the Employer and the Insurer provides that no value under Contracts providing benefits under the Plan or credits determined by the Insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such Contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

If this Plan is funded by individual Contracts that provide a Participant's benefit under the Plan, such individual Contracts shall constitute the Participant's Account balance. If this Plan is funded by group Contracts, under the group annuity or group insurance Contract, premiums or other consideration received by the Insurer must be allocated to Participants' Accounts under the Plan.

**ARTICLE X
PARTICIPATING EMPLOYERS**

10.1 ELECTION TO BECOME A PARTICIPATING EMPLOYER

Notwithstanding anything herein to the contrary, with the consent of the Employer and Trustee (or Insurer), any Employer may adopt the Employer's Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer (a participation agreement). In the event a Participating Employer is not an Affiliated Employer, then the provisions of Article XII shall apply rather than the provision of this Article XI.

10.2 REQUIREMENTS OF PARTICIPATING EMPLOYERS

(a) **Permissible variations of participation agreement.** The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the Employer's Adoption Agreement. To the extent that the participation agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Employer. If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

(b) **Holding and investing assets.** The Trustee (or Insurer) may, but shall not be required to, commingle, hold and invest as one Trust Fund all contributions made by Participating Employers, as well as all increments thereof. However, the assets of the Plan shall, on an ongoing basis, be available to pay benefits to all Participants and Beneficiaries under the Plan without regard to the Employer or Participating Employer who contributed such assets.

(c) **Payment of expenses.** Unless the Employer otherwise directs, any expenses of the Plan which are to be paid by the Employer or borne by the Trust Fund shall be paid by each Participating Employer in the same proportion that the total amount standing to the credit of all Participants employed by such Employer bears to the total standing to the credit of all Participants.

10.3 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a part of this Plan; provided, however, that with respect to all of its relations with the Trustee (or Insurer) and Administrator for purposes of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Employer as its agent. Unless the context of the Plan clearly indicates otherwise, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

10.4 EMPLOYEE TRANSFERS

In the event an Employee is transferred between Participating Employers, accumulated service and eligibility shall be carried with the Employee involved. No such transfer shall effect a severance of employment hereunder, and the Participating Employer to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as was the Participating Employer from whom the Employee was transferred.

10.5 PARTICIPATING EMPLOYER'S CONTRIBUTION AND FORFEITURES

Any contribution and/or Forfeiture subject to allocation during each Plan Year shall be determined and allocated separately by each Participating Employer, and shall be allocated only among the Participants eligible to share in the contribution and Forfeiture allocation of the Employer or Participating Employer making the contribution or by which the forfeiting Participant was employed.

On the basis of the information furnished by the Administrator, the Trustee (or Insurer) shall keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each Participating Employer. The Trustee (or Insurer) may, but need not, register Contracts so as to evidence that a particular Participating Employer is the interested Employer hereunder, but in the event of an Employee transfer from one Participating Employer to another, the employing Employer shall immediately notify the Trustee (or Insurer) thereof.

10.6 AMENDMENT

Any Participating Employer hereby authorizes the Employer to make amendments on its behalf, unless otherwise agreed among all affected parties. If a Participating Employer is not an Affiliated Employer, then amendment of this Plan by the Employer at any time when there shall be a Participating Employer shall, unless otherwise agreed to by the affected parties, only be by the written action of each and every Participating Employer and with the consent of the Trustee (or Insurer) where such consent is necessary in accordance with the terms of this Plan.

10.7 DISCONTINUANCE OF PARTICIPATION

Any Participating Employer that is an Affiliated Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Trustee (or Insurer). The Trustee (or Insurer) shall thereafter transfer, deliver and assign Contracts and other Trust Fund assets allocable to the Participants of such Participating Employer to such new trustee (or insurer) or custodian as shall have been designated by such Participating Employer, in the event that it has established a separate qualified retirement plan for its employees. If no successor is designated, the Trustee (or Insurer) shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of Article VII hereof. In no such event shall any part of the corpus or income of the Trust Fund as it relates to such Participating Employer be used for or diverted to purposes other than for the exclusive benefit of the Employees of such Participating Employer.

10.8 ADMINISTRATOR'S AUTHORITY

The Administrator shall have authority to make any and all necessary rules or regulations, binding upon all Participating Employers and all Participants, to effectuate the purpose of this Article.

ARTICLE XI MULTIPLE EMPLOYER PROVISIONS

11.1 ELECTION AND OVERRIDING EFFECT

If a Participating Employer that is not an Affiliated Employer adopts this Plan, then the provisions of this Article XI shall apply to each Participating Employer as of the Effective Date specified in its participation agreement and supersede any contrary provisions in the basic Plan document or the Adoption Agreement. If this Article XI applies, then the Plan shall be a multiple employer plan as described in Code §413(c). In this case, the Employer and each Participating Employer acknowledge that the Plan is a multiple employer plan subject to the rules of Code §413(c) and the Regulations thereunder, which are hereby incorporated by reference, and specific annual reporting requirements.

11.2 DEFINITIONS

The following definitions shall apply to this Article XI and shall supersede any conflicting definitions in the Plan:

- (a) **Employee.** "Employee" means any common law employee, Leased Employee or other person the Code treats as an employee of a Participating Employer for purposes of the Participating Employer's qualified plan. Either the Adoption Agreement or a participation agreement to the Adoption Agreement may designate any Employee, or class of Employees, as not eligible to participate in the Plan.
- (b) **Lead Employer.** "Lead Employer" means the signatory Employer to the Adoption Agreement execution page, and does not include any Affiliated Employer or Participating Employer. The "lead Employer" has the same meaning as the Employer for purposes of making Plan amendments and other purposes regardless of whether the "lead Employer" is also a Participating Employer under this Article XI.

11.3 PARTICIPATING EMPLOYER ELECTIONS

The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the "lead Employer" shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the "lead Employer's" Adoption Agreement. To the extent that the Adoption Agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the "lead Employer." If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

11.4 TESTING

The Administrator shall apply the Code §415 limitation in Section 4.4 for the Plan as a whole.

11.5 COMPENSATION

- (a) **Separate determination.** A Participant's Compensation shall be determined separately for each Participating Employer for purposes of allocations under Article IV.
- (b) **Joint status.** For all Plan purposes, including but not limited to determining the Code §415 limits in Section 4.4, Compensation includes all Compensation paid by or for any Participating Employer.

11.6 SERVICE

An Employee's service includes all Hours of Service and Years of Service with any and all Participating Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not separated from service or had a severance from employment.

11.7 COOPERATION AND INDEMNIFICATION

(a) **Cooperation.** Each Participating Employer agrees to timely provide all information the Administrator deems necessary to insure the Plan is operated in accordance with the requirements of the Code and will cooperate fully with the "lead Employer," the Plan, the Plan fiduciaries and other proper representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.

(b) **Indemnity.** Each Participating Employer will indemnify and hold harmless the Administrator, the "lead Employer" and its subsidiaries; officers, directors, shareholders, employees, and agents of the "lead Employer"; the Plan; the Trustees, Participants and Beneficiaries of the Plan, as well as their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as IRS plan disqualifications, other sanctions or compliance fees and penalties) arising out of or relating to the Participating Employer's noncompliance with any of the Plan's terms or requirements; any intentional or negligent act or omission the Participating Employer commits with regard to the Plan; and any omission or provision of incorrect information with regard to the Plan which causes the Plan to fail to satisfy the requirements of a tax-qualified plan.

11.8 INVOLUNTARY TERMINATION

Unless the "lead Employer" provides otherwise in an addendum hereto, the "lead Employer" shall have the power to terminate the participation of any Participating Employer (hereafter "Terminated Employer") in this Plan. If and when the "lead Employer" wishes to exercise this power, the following shall occur:

(a) **Notice.** The "lead Employer" shall give the "Terminated Employer" a notice of the "lead Employer's" intent to terminate the "Terminated Employer's" status as a Participating Employer of the Plan. The "lead Employer" will provide such notice not less than thirty (30) days prior to the date of termination unless the "lead Employer" determines that the interest of Plan Participants requires earlier termination.

(b) **Spin-off.** The "lead Employer" shall establish a new defined contribution plan, using the provisions of this Plan with any modifications contained in the "Terminated Employer's" participation agreement, as a guide to establish a new defined contribution plan (the "spin-off plan"). The "lead Employer" will direct the Trustee to transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to the "spin-off plan." The "Terminated Employer" shall be the Employer, Administrator, and sponsor of the "spin-off plan." The Trustee of the "spin-off plan" shall be the person or entity designated by the "Terminated Employer." However, the "lead Employer" shall have the option to designate an appropriate financial institution as Trustee instead if necessary to protect the interest of the Participants. The "lead Employer" shall have the authority to charge the "Terminated Employer" or the Accounts of the Employees of the "Terminated Employer" a reasonable fee to pay the expenses of establishing the "spin-off plan."

(c) **Alternatives.** The "Terminated Employer," in lieu of creation of the "spin-off plan" under (b) above, has the option to elect a transfer alternative in accordance with this Subsection (c).

(1) **Election.** To exercise the option described in this Subsection, the "Terminated Employer" must inform the "lead Employer" of its choice, and must supply any reasonably required documentation as soon as practical. If the "lead Employer" has not received notice of a "Terminated Employer's" exercise of this option within ten (10) days prior to the stated date of termination, the "lead Employer" can choose to disregard the exercise and proceed with the Spin-off.

(2) **Transfer.** If the "Terminated Employer" selects this option, the Administrator shall transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to a qualified plan the "Terminated Employer" maintains. To exercise this option, the "Terminated Employer" must deliver to the "lead Employer" or Administrator in writing the name and other relevant information of the transferee plan and must provide such assurances that the Administrator shall reasonably require to demonstrate that the transferee plan is a qualified plan.

(d) **Participants.** The Employees of the "Terminated Employer" shall cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the "Terminated Employer," effective as of the date of termination. To the extent that these Employees have accrued but unpaid contributions as of the date of termination, the "Terminated Employer" shall pay such amounts to the Plan or the "spin-off plan" no later than thirty (30) days after the date of termination, unless the "Terminated Employer" effectively selects the Transfer option under Subsection (c)(2) above.

(e) **Consent.** By its signature on the participation agreement, the "Terminated Employer" specifically consents to the provisions of this Article and agrees to perform its responsibilities with regard to the "spin-off plan," if necessary.

11.9 VOLUNTARY TERMINATION

A Participating Employer (hereafter "withdrawing employer") may voluntarily withdraw from participation in this Plan at any time. If and when a "withdrawing employer" wishes to withdraw, the following shall occur:

(a) **Notice.** The "withdrawing employer" shall inform the "lead Employer" and the Administrator of its intention to withdraw from the Plan. The "withdrawing employer" must give the notice not less than thirty (30) days prior to the effective date of its withdrawal.

(b) **Procedure.** The "withdrawing employer" and the "lead Employer" shall agree upon procedures for the orderly withdrawal of the "withdrawing employer" from the plan. Such procedures may include any of the optional spin-off or transfer options described in Section 11.8.

(c) **Costs.** The "withdrawing employer" shall bear all reasonable costs associated with withdrawal and transfer under this Section.

(d) **Participants.** The Employees of the "withdrawing employer" shall cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the "withdrawing employer," effective as of the effective date of withdrawal. To the extent that such Employees have accrued but unpaid contributions as of the effective date of withdrawal, the "withdrawing employer" shall contribute such amounts to the Plan or the "spin-off plan" promptly after the effective date of withdrawal, unless the accounts are transferred to a qualified plan the "withdrawing employer" maintains.

**ADOPTION AGREEMENT FOR
GOVERNMENTAL VOLUME SUBMITTER 401(A) PLAN**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Clermont

Address: 685 W. Montrose Street

Street

Clermont Florida 34711

City

State

Zip

Telephone: (352) 241-7380

Taxpayer Identification Number (TIN): 59-6000290

Employer's Fiscal Year ends: September 30th

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. ☐ State government or state agency
- b. ☐ County or county agency
- c. ☒ Municipality or municipal agency
- d. ☐ Indian tribal government (see Note below)
- e. ☐ Other: _____

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.38). Will any other Employers adopt this Plan as Participating Employers?

- a. ☒ No
- b. ☐ Yes

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 10.)

4. PLAN NAME:

401(a) City of Clermont Defined Contribution Plan

5. PLAN STATUS

- a. ☐ New Plan
- b. ☒ Amendment and restatement of existing Plan

PPA RESTATEMENT (leave blank if not applicable)

- 1. ☐ This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan

- a. April 22nd, 1986 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. October 18th, 2019 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.42) means, except as otherwise provided in d. below:

- a. ☒ the calendar year
- b. ☐ the twelve-month period ending on _____ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.46). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. ☒ N/A
- d. ☐ beginning on _____ (enter month day, year; e.g., July 1, 2013)
and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.52) means:

- a. ☒ every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b. ☐ the last day of each Plan Year
- c. ☐ the last day of each Plan Year quarter
- d. ☐ other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.25 and 1.50):

- a. ☐ **Insurer.** This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:

(1) _____ (2) _____ (if more than 2,
add names to signature page).

- b. ☐ **Individual Trustee(s).** Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____

Address and telephone number

- 1. ☐ Use Employer address and telephone number
- 2. ☐ Use address and telephone number below:

Address: _____
Street

City State Zip

Telephone: _____

- c. ☒ **Corporate Trustee(s)** (add additional Trustees as necessary)

Name: Voya Institutional Trust Company

Address: One Orange Way
Street

Windsor Connecticut 06095
City State Zip

Telephone: (860) 580-2511

Directed/Discretionary Trustee. Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply)

- d. ☐ Directed Trustee exceptions (leave blank if no exceptions):
 Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)
 - 1. ☐ The corporate Trustee will serve as Directed Trustee over the following assets: _____
 - 2. ☐ The individual Trustee(s) will serve as Directed Trustee over the following assets: _____
 Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)
 - 3. ☐ over all Plan assets

- e. ☐ Discretionary Trustee exceptions (leave blank if no exceptions):
 Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
 1. ☐ The individual Trustee(s) will serve as Discretionary Trustee over the following assets: _____
 2. ☐ The corporate Trustee will serve as Discretionary Trustee over the following assets: _____
 Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)
 3. ☐ over all Plan assets

Separate trust. Will a separate trust agreement that is approved by the IRS for use with this Plan be used?

- f. ☐ No
g. ☒ Yes

NOTE: If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

10. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a. ☐ Employer (use Employer address and telephone number)
b. ☐ Other:

Name: _____

Address: _____
Street

City State Zip

Telephone: _____

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a. ☐ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
1. ☐ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - f. (optional), skip questions 12-18 and 22-29)
2. ☐ All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

3. [] as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b. ☒ **Employer contributions other than matching** (Questions 24-25)
1. ☐ This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c. ☐ **Employer matching contributions** (Questions 26-28)
- d. ☐ **Mandatory Employee contributions** (Question 31)
- e. ☐ **After-tax voluntary Employee contributions** (Question 32)
- f. ☒ **Rollover contributions** (Question 39)

ELIGIBILITY REQUIREMENTS

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees

who are excluded below or elsewhere in the Plan:

- a. ☐ **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b. ☒ **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):

1. ☐ Union Employees (as defined in Plan Section 1.17)
2. ☐ Nonresident aliens (as defined in Plan Section 1.17)
3. ☐ Leased Employees (Plan Section 1.28)
4. ☐ Part-time/temporary/seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.54). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.

5. ☒ Other: Police Officers, Firefighters, Part-time, Seasonal and Temporary Employees (must be definitely determinable under Regulations §1.401-1(b). Exclusions may be employment title specific but may not be by individual name nor result in only a finite group of individuals (e.g., excluding anyone hired after 12/31/12.)

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

- a. ☐ **No age or service required.** No age or service required for all Contribution Types (skip to Question 14).
b. ☒ **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

c. ☒ **Age Requirement**

1. ☒ No age requirement
2. ☐ Age 20 1/2
3. ☐ Age 21
4. ☐ Age _____ (may not exceed 26)

d. ☒ **Service Requirement**

1. ☐ No service requirement
2. ☐ _____ (not to exceed 60) months of service (elapsed time)
3. ☒ 1 Year of Service
4. ☐ _____ (not to exceed 5) Years of Service
5. ☐ _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
6. ☐ _____ consecutive months of employment from the Eligible Employee's employment commencement date.
7. ☐ Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. ☐ If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
1. ☐ service requirement (may let part-time Eligible Employees into the Plan)
2. ☐ age requirement
3. ☐ waiver is for: _____

Amendment or restatement to change eligibility requirements

- f. ☐ This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
1. ☐ The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
2. ☐ The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. ☒ date such requirements are met
b. ☐ first day of the month coinciding with or next following the date on which such requirements are met
c. ☐ first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
d. ☐ earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
e. ☐ first day of the Plan Year coinciding with or next following the date on which such requirements are met (Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less.)
f. ☐ first day of the Plan Year in which such requirements are met
g. ☐ first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
h. ☐ other: _____ (must be definitely determinable)

SERVICE

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.39 and 1.54)

- a. ☒ No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. ☐ Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1. - 3.; select d. - f. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

Other Employer	Eligibility	Vesting	Contribution Allocation
c. ☐ Employer name: _____	1. ☐	2. ☐	3. ☐
d. ☐ Employer name: _____	1. ☐	2. ☐	3. ☐
e. ☐ Employer name: _____	1. ☐	2. ☐	3. ☐

Limitations

- f. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/13)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.39 and 1.54 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.39 and 1.54)

NOTE: If no selections are made in this Section, then the provisions set forth in the definition of Year of Service in Plan Section 1.54 will apply, including the following defaults:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.54 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting and allocation purposes, the computation period will be the Plan Year.

- a. ☒ **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

1. ☐ all purposes (skip to Question 17)
2. ☒ the following purposes (select one or more):
 - a. ☒ eligibility to participate
 - b. ☒ vesting
 - c. ☐ sharing in allocations or contributions

- b. ☐ **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

1. ☐ **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
2. ☐ **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
3. ☐ **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ sharing in allocations or contributions

Such method will apply to:

- c. ☐ all Employees
- d. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e. ☐ other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f. ☐ days worked (10 hours per day)
- g. ☐ weeks worked (45 hours per week)
- h. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i. ☐ months worked (190 hours per month)
- j. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k. ☐ other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

- 4. ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 - 1. ☐ eligibility to participate
 - 2. ☐ vesting
 - 3. ☐ sharing in allocations or contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))

- a. ☐ N/A (no Employer contributions; skip to Question 19)
- b. ☒ The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. ☐ N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. ☐ 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. ☒ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 - 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. ☒ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
<u>0 - 4 years of service</u>	<u>0 %</u>
<u>5 years of service</u>	<u>50 %</u>
<u>6 years of service</u>	<u>60 %</u>
<u>7 years of service</u>	<u>70 %</u>
<u>8 years of service</u>	<u>80 %</u>
<u>9 years of service</u>	<u>90 %</u>
<u>10 years of service</u>	<u>100 %</u>

Vesting for Employer matching contributions

- f. ☒ N/A (no Employer matching contributions)
- g. ☐ The schedule above will also apply to Employer matching contributions.
- h. ☐ 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 - 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. ☐ Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. ☐ Service prior to the computation period in which an Employee has attained age _____.
- c. ☐ Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early Retirement Date. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. ☒ Death
- e. ☒ Total and Permanent Disability
- f. ☐ Early Retirement Date

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.32) means:

- a. ☐ **Specific age.** The date a Participant attains age _____ (may not exceed 65)
- b. ☒ **Age/participation.** The later of the date a Participant attains age 62 (may not exceed 65) or the 10th (may not exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced

Qualified police or firefighters. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- c. ☐ Age _____ (may not be less than 40)

20. NORMAL RETIREMENT DATE (Plan Section 1.33) means, with respect to any Participant, the:

- a. ☒ date on which the Participant attains "NRA"
- b. ☐ first day of the month coinciding with or next following the Participant's "NRA"
- c. ☐ first day of the month nearest the Participant's "NRA"
- d. ☐ Anniversary Date coinciding with or next following the Participant's "NRA"
- e. ☐ Anniversary Date nearest the Participant's "NRA"
- f. ☐ Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)

- a. ☒ N/A (no early retirement provision provided)
- b. ☐ Early Retirement Date means the:
 - 1. ☐ date on which a Participant satisfies the early retirement requirements
 - 2. ☐ first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 - 3. ☐ Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

Early retirement requirements

- 4. ☐ Participant attains age _____
AND, completes.... (leave blank if not applicable)
 - a. ☐ at least _____ Years (or Periods) of Service for vesting purposes
 - b. ☐ at least _____ Years (or Periods) of Service for eligibility purposes
- c. ☐ Early Retirement Date means: _____ (must be definitely determinable)

COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

- a. ☐ Wages, tips and other compensation on Form W-2
- b. ☒ Code §3401(a) wages (wages for withholding purposes)
- c. ☐ 415 safe harbor compensation

NOTE: Plan Section 1.23(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. ☒ the Plan Year
- e. ☐ the Fiscal Year coinciding with or ending within the Plan Year
- f. ☐ the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

- g. ☐ **No adjustments** (skip to i. below)
- h. ☒ **Adjustments.** Compensation will be adjusted by (select all that apply):
 - 1. ☐ excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 - 2. ☒ excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 - 3. ☐ excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 - 4. ☐ excluding Military Differential Pay
 - 5. ☐ excluding overtime
 - 6. ☐ excluding bonuses
 - 7. ☒ other: Excluding any amounts paid to or for a participant for education assistance, travel and per diem expenses, health, hospitalization or retirement, notwithstanding that such payments may be taxable wages (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

Military Differential Pay Special Effective Date (leave blank if not applicable)

- i. ☐ If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless h.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: _____ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance Compensation provisions in the following Question).

23. **POST-SEVERANCE COMPENSATION (415 REGULATIONS)**

The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. ☐ The defaults listed above apply except for the following (select one or more):
 - 1. ☐ Leave cash-outs will be **excluded**
 - 2. ☐ Nonqualified unfunded deferred compensation will be **excluded**
 - 3. ☐ Military Differential Pay will be **included** (Plan automatically includes for Limitation Years beginning after December 31, 2008)
 - 4. ☐ Disability continuation payments will be **included**

Plan Compensation (post-severance compensation adjustments)

- b. ☒ **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans.
- c. ☐ **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. ☐ **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
 - 1. ☐ Exclude all post-severance compensation
 - 2. ☐ Regular pay will be **excluded**
 - 3. ☐ Leave cash-outs will be **excluded**
 - 4. ☐ Nonqualified unfunded deferred compensation will be **excluded**
 - 5. ☐ Military Differential Pay will be **included**
 - 6. ☐ Disability continuation payments will be **included**

NOTE: The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 23 apply.

Post-severance compensation special effective date (leave blank if not applicable)

- e. ☐ If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: _____

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. ☐ **Discretionary contribution (no groups)**, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b. ☐ **Discretionary contribution (Grouping method)**. The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Reg. §1.401-1(b)(1)(ii).
1. ☐ Each Participant constitutes a separate classification.
 2. ☐ Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification B will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification C will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification D will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. ☐ Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
 - b. ☐ Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
 - c. ☐ Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
 - d. ☐ One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- c. ☒ **Fixed contribution** equal to (only select one):
1. ☒ 10 % of each Participant's Compensation for each:
 - a. ☐ Plan Year
 - b. ☐ calendar quarter
 - c. ☐ month
 - d. ☒ pay period
 - e. ☐ week
 2. ☐ \$ _____ per Participant.
 3. ☐ \$ _____ per Hour of Service worked while an Eligible Employee
 - a. ☐ up to _____ hours (leave blank if no limit)

- d. ☐ **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. ☐ Sick leave
2. ☐ Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
- a. ☐ The Former Employee must be at least age ____ (e.g., 55)
 - b. ☐ The value of the sick and/or vacation leave must be at least \$ ____ (e.g., \$2,000)
 - c. ☐ A contribution will only be made if the total hours is over ____ (e.g., 10) hours
 - d. ☐ A contribution will not be made for hours in excess of ____ (e.g., 40) hours
4. ☐ **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
- a. ☐ The Employee must be at least age ____ (e.g., 55)
 - b. ☐ The value of the sick and/or vacation leave must be at least \$ ____ (e.g., \$2,000)
 - c. ☐ A contribution will only be made if the total hours is over ____ (e.g., 10) hours
 - d. ☐ A contribution will not be made for hours in excess of ____ (e.g., 40) hours

- e. ☐ **Social Security Replacement Plan.** An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by Employee and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

Include only part-time, seasonal and temporary Employees (leave blank if not applicable)

1. ☐ Regardless of any other provision in this to the contrary, the contribution above will only be made for part-time, seasonal, or temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2.

- f. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b)).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c. or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a. ☒ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

- 1. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service (or _____ (not to exceed 12) months of service if the elapsed time method is selected).
- 2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 3. ☐ Participants will NOT share in the allocations, regardless of service.
- 4. ☐ Participants will share in the allocations, regardless of service.
- 5. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Conditions for Participants employed on the last day of the Plan Year

- 6. ☐ No service requirement.
- 7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
- 9. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
- 1. ☐ or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2)). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. **Elective deferrals taken into account.** For purposes of applying the matching contribution provisions below, elective deferrals include elective deferral (pre-tax and Roth) contributions to the following Employer plan(s) (insert name of Plan(s) to which the elective deferral contributions being matched will be made):

a. ☐ **457 plan(s).** Enter Plan name: _____

b. ☐ **403(b) plan(s).** Enter Plan name: _____

NOTE: If selected at Question 32, after-tax voluntary Employee contributions are also considered elective deferrals for purposes of matching contributions.

B. **Matching Formula.** (select one)

c. ☐ **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's elective deferrals

1. ☐ that do not exceed _____% of a Participant's Compensation (leave blank if no limit)

Additional matching contribution (select 2. or leave blank if not applicable):

2. ☐ plus an additional matching contribution of a discretionary percentage determined by the Employer

a. ☐ but not to exceed _____% of Compensation

d. ☐ **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's elective deferrals, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

e. ☐ **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's elective deferrals based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. ☐ vesting purposes

2. ☐ eligibility purposes

f. ☐ **Discretionary.** The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participant's elective deferrals.

g. ☐ **Discretionary - tiered.** The Employer may make matching contributions equal to a discretionary percentage of a Participant's elective deferrals, to be determined by the Employer, of each tier, to be determined by the Employer. The tiers may be based on the rate of a Participant's elective deferrals or Years of Service.

h. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulations § 1.401-1(b))

27. MATCHING CONTRIBUTION PROVISIONS

A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

a. ☐ N/A (no Plan specific limit on the amount of matching contribution)

b. ☐ \$_____.

c. ☐ _____% of Compensation.

- B. **Period of determination.** The matching contribution formula will be applied on the following basis (and elective deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):
- d. ☐ the Plan Year
 - e. ☐ each payroll period
 - f. ☐ each month
 - g. ☐ each Plan Year quarter
 - h. ☐ each payroll unit (e.g., hour)
 - i. ☐ N/A (Plan only provides for discretionary matching contributions; i.e., f. or g. is selected above)

NOTE: For any discretionary match, the Employer will determine the calculation methodology at the time the matching contribution is determined.

True-up contributions. If e. – h. above is selected, does the Employer have the discretion to true-up the matching contribution (i.e., apply the match on a Plan Year basis)? (leave blank if not applicable).

j. ☐ Yes

28. ALLOCATION CONDITIONS FOR MATCHING CONTRIBUTIONS (Plan Section 4.3). Select a. OR b. and all that apply of c. - h.

a. ☐ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).

b. ☐ **Allocation conditions apply** (select one of 1. -5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year.

- 1. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service (or _____ (not to exceed 12) months of service if the elapsed time method is selected).
- 2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 3. ☐ Participants will NOT share in the allocations, regardless of service.
- 4. ☐ Participants will share in the allocations, regardless of service.
- 5. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Conditions for Participants employed on the last day of the Plan Year

- 6. ☐ No service requirement.
- 7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
- 9. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
 - 1. ☐ or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. ☐ The Plan Year quarter.
- g. ☐ Payroll period.
- h. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES. See Plan Sections 1.21 and 4.3(e) regarding the timing and disposition of Forfeitures.

30. ALLOCATION OF EARNINGS (Plan Section 4.3(c))

Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

- a. ☒ N/A. (all assets in the Plan are subject to Participant investment direction)
- b. ☐ by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
- c. ☐ by treating one-half of all such contributions as being a part of the Participant's nonsegregated Account balance as of the previous Valuation Date

- d. ☐ by using the method specified in Plan Section 4.3(c) (balance forward method)
 e. ☐ other: _____ (must be a definite predetermined formula)

31. **MANDATORY EMPLOYEE CONTRIBUTIONS** (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

- a. ☐ An Eligible Employee must contribute to the Plan _____% (not to exceed 25%) of Compensation.
 b. ☐ An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.
 c. ☐ Other: _____ (must be definitely determinable)

Employer pick-up contribution. The mandatory Employee contribution is "picked up" by the Employer under Code §414(h)(2) unless elected below.

- d. ☐ The mandatory Employee contribution is not "picked-up" by the Employer.

32. **AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS** (Plan Section 4.9) (skip if after-tax voluntary Employee contributions NOT selected at Question 11.e.)

Matching after-tax voluntary Employee contributions. There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.

- a. ☐ After-tax voluntary Employee contributions are considered elective deferrals for purposes of applying any matching contributions under the Plan.

DISTRIBUTIONS

33. **FORM OF DISTRIBUTIONS** (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. ☒ lump-sums
 b. ☒ substantially equal installments
 c. ☒ partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)
 d. ☒ partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):
 1. ☐ _____
 e. ☐ annuity: _____ (describe the form of annuity or annuities)
 f. ☐ other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

- g. ☒ cash only, except for (select all that apply; leave blank if none apply):
 1. ☐ insurance Contracts
 2. ☐ annuity Contracts
 3. ☐ Participant loans
 h. ☐ cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
 1. ☐ _____ (must be definitely determinable and not subject to Employer discretion)

34. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. **Accounts in excess of \$5,000**

- a. ☒ Distributions may be made as soon as administratively feasible following severance of employment.
 b. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
 c. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
 d. ☐ Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
 e. ☐ Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
 f. ☐ No distributions may be made until a Participant has reached Early or Normal Retirement Date.
 g. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. **Accounts of \$5,000 or less**

- h. ☒ Same as above
- i. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
- j. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 34.f. and 34.h.):

- l. ☐ Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m. ☐ No, Participant consent is required for all distributions.
- n. ☒ Yes, Participant consent is required only if the distribution is over:
 - 1. ☐ \$5,000
 - 2. ☒ \$1,000
 - 3. ☐ \$_____ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

- 4. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).

E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

- o. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

35. **DISTRIBUTIONS UPON DEATH** (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a. ☒ be made pursuant to the election of the Participant or "designated Beneficiary"
- b. ☐ begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries
- d. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

36. **OTHER PERMITTED DISTRIBUTIONS** (select all that apply; leave blank if none apply)

A. **IN-SERVICE DISTRIBUTIONS** (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. ☐ In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more):
 - 1. ☐ Age. The Participant has reached:
 - a. ☐ Normal Retirement Age
 - b. ☐ age 62
 - c. ☐ age _____
 - 2. ☐ the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))
 - 3. ☐ the amounts being distributed have accumulated in the Plan for at least 2 years

4. ☐ other: _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. – a.3. or a Participant's disability).

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5. ☐ A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a money purchase pension plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. ☐ all Accounts

- c. ☐ only from the following Accounts (select one or more):

1. ☐ Account attributable to Employer matching contributions
2. ☐ Account attributable to Employer contributions other than matching contributions
3. ☐ Rollover Account
4. ☐ Transfer Account

Permitted from the following assets attributable to (select one or both):

- a. ☐ non-pension assets
- b. ☐ pension assets (e.g., from a money purchase pension plan)

5. ☐ Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulations §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. ☐ N/A (no additional limitations)

- e. ☐ Additional limitations (select one or more):

1. ☐ The minimum amount of a distribution is \$_____.
2. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
3. ☐ Distributions may only be made from Accounts which are fully Vested.
4. ☐ In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12)

Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f. ☒ Hardship distributions are permitted from the following Participant Accounts:

1. ☒ all Accounts

2. ☐ only from the following Accounts (select one or more):

- a. ☐ Account attributable to Employer matching contributions
- b. ☐ Account attributable to Employer contributions other than matching contributions
- c. ☐ Rollover Account
- d. ☐ Transfer Account (other than amounts attributable to a money purchase pension plan)
- e. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a money purchase pension plan).

Additional limitations. The following limitations apply to hardship distributions:

3. ☒ N/A (no additional limitations)

4. ☐ Additional limitations (select one or more):

- a. ☐ The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
- b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
- c. ☐ Distributions may only be made from Accounts which are fully Vested.
- d. ☐ A Participant does not include a Former Employee at the time of the hardship distribution.
- e. ☐ Hardship distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

5. ☐ Hardship distributions for expenses of Beneficiaries are allowed
Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
a. ☐ effective as of _____ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than August 17, 2006)
b. ☐ eliminated effective as of _____.

C. AGE 62 IN-SERVICE DISTRIBUTIONS FOR TRANSFERRED MONEY PURCHASE ASSETS (Plan Section 6.15)

In-service distributions at age 62 will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (applies only for Transfer Accounts from a money purchase pension plan):

- g. ☐ In-service distributions will be allowed for Participants at age 62.
Special effective date. If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)
1. ☐ _____ (may not be earlier than the first day of the 2007 Plan Year).
Limitations. The following limitations apply to these in-service distributions:
2. ☐ The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
3. ☐ N/A (no limitations)
4. ☐ The following elections apply to in-service distributions at age 62 (select one or more):
a. ☐ The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
c. ☐ Distributions may only be made from Accounts which are fully Vested.
d. ☐ In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

37. HEART ACT PROVISIONS (Plan Section 6.17)

Continued benefit accruals.

- a. ☐ Continued benefit accruals will NOT apply
b. ☒ Continued benefit accruals will apply

Special effective date. If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

- c. ☐ _____ (may not be earlier than the first day of the 2007 Plan Year)

Distributions for deemed severance of employment

- d. ☒ The Plan does NOT permit distributions for deemed severance of employment
e. ☐ The Plan permits distributions for deemed severance of employment

Special effective date (may be left blank if same as Plan or Restatement Effective Date)

1. ☐ _____ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)

MISCELLANEOUS

38. LOANS TO PARTICIPANTS (Plan Section 7.6)

- a. ☒ New loans are NOT permitted.
b. ☐ New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform manner, accept rollovers of loans into this Plan.

39. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a. ☐ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
b. ☐ Participants who are Former Employees

Distributions. When may distributions be made from a Participant's Rollover Account?

- c. ☒ At any time
d. ☐ Only when the Participant is otherwise entitled to a distribution under the Plan

PPA TRANSITION RULES

The following questions only apply if this is a PPA restatement (i.e., Question 5.b.1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

40. WRERA - RMD WAIVERS FOR 2009 (Plan Section 6.8(f))

Suspension/continuation of RMDs. Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:

- a. ☐ RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).
- b. ☐ RMDs continued unless otherwise elected by a Participant or Beneficiary.
- c. ☐ RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).
- d. ☐ Other: _____

Direct rollovers. The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"):

- e. ☐ "2009 RMDs" and "Extended 2009 RMDs."
- f. ☐ "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).

41. NON-SPOUSAL ROLLOVERS (Plan Section 6.14(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected at a. below:

- a. ☐ Non-spousal rollovers are allowed effective _____ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)

Governmental 401(a) Plan

The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #09. This Adoption Agreement and the basic Plan document will together be known as FIS Business Systems LLC Governmental Volume Submitter 401(a) Plan #09-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

FIS Business Systems LLC will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify FIS Business Systems LLC of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: Voya Retirement Insurance and Annuity Company

Address: One Orange Way

Windsor Connecticut 06095

Telephone: (860) 580-4646

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: City of Clermont

By: _____ DATE SIGNED _____

TRUSTEE (OR INSURER):

☒ The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

TRUSTEE OR INSURER

DATE SIGNED

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):

- a. ☐ **Special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.

B. Other permitted elections (the following elections are optional):

- a. ☐ **No other permitted elections**

The following elections apply (select one or more):

- b. ☒ **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
1. ☐ eligibility purposes
 2. ☐ vesting purposes
- d. ☐ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: _____ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Common, collective or pooled trust funds** (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): _____.
- f. ☐ **Limitation Year** (Plan Section 1.29). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. ☐ **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____.
- h. ☐ **Recognition of Service with other employers** (Plan Sections 1.39 and 1.54). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	Eligibility	Vesting	Contribution Allocation
1. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
2. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
3. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
4. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
5. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
6. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐

Limitations

- | | | | |
|---|-----------------------------|-----------------------------|-----------------------------|
| 7. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/13) | a. ☐ | b. ☐ | c. ☐ |
|---|-----------------------------|-----------------------------|-----------------------------|

i. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
2. ☐ **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d. AND complete e.):

Applicable Participants. The vesting schedules in Question 17 only apply to:

- a. ☐ Participants who are Employees as of _____ (enter date).
- b. ☐ Participants in the Plan who have an Hour of Service on or after _____ (enter date).
- c. ☐ Participants (even if not an Employee) in the Plan on or after _____ (enter date).
- d. ☐ Other: _____ (e.g., Participants in division A)

Vesting schedule

e. The schedule that applies to Participants not subject to the vesting schedule in Question 17 is:

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

j. ☐ **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. ☐ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
 - a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. ☐ N/A (annuity distributions are not permitted)
 2. ☐ Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
 3. ☐ Upon the recommencement of distributions, a new Annuity Starting Date is created.
 - b. ☐ A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
 1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

k. ☐ **Other spousal provisions** (select one or more)

1. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____
2. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____
- m. ☐ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.49, Total and Permanent Disability means: _____ (must be definitely determinable).

- n. ☐ **Permissible Trust (or Custodian) modifications.** The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of 1. - 3. below):

NOTE: Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause the Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

1. ☐ **Investments.** The Employer amends the Trust provisions relating to Trust investments as follows:

2. ☐ **Duties.** The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

3. ☐ **Other administrative provisions.** The Employer amends the other administrative provisions of the Trust as follows:

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)

- a. ☐ Limitations (select one or more):
1. ☐ Loans will be treated as Participant directed investments.
 2. ☐ Loans will only be made for hardship or financial necessity as specified below (select i. or ii.)
 - a. ☐ hardship reasons specified in Plan Section 6.12
 - b. ☐ financial necessity (as defined in the loan program).
 3. ☐ The minimum loan will be \$_____.
 4. ☐ A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 5. ☐ All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
 6. ☐ **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. ☐ Account(s) attributable to Employer matching contributions
 - b. ☐ Account attributable to Employer contributions other than matching contributions
 - c. ☐ Rollover Account
 - d. ☐ Transfer Account
 - e. ☐ Other: _____
- AND**, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f. ☐ by determining the limits by only considering the restricted accounts.
 - g. ☐ by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b. ☐ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
1. ☐ payroll deduction
 2. ☐ ACH (Automated Clearing House)
 3. ☐ check
 - a. ☐ Only for prepayment
- c. ☐ **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
1. ☐ _____ percentage points over the prime interest rate
 2. ☐ _____%
 3. ☐ the Administrator establishes the rate at the time the loan is made
- d. ☐ **Refinancing.** Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)

- a. ☒ Life insurance may not be purchased.
- b. ☐ Life insurance may be purchased...
1. ☐ at the option of the Administrator
 2. ☐ at the option of the Participant

Limitations

3. ☐ N/A (no limitations)
4. ☐ The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
 - a. ☐ Each initial Contract will have a minimum face amount of \$_____.
 - b. ☐ Each additional Contract will have a minimum face amount of \$_____.
 - c. ☐ The Participant has completed _____ Years (or Periods) of Service.
 - d. ☐ The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
 - e. ☐ The Participant is under age _____ on the Contract issue date.
 - f. ☐ The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
 - g. ☐ The maximum face amount of any life insurance Contract will be \$_____.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. ☐ No
- b. ☒ Yes

Use of Forfeitures

Forfeitures of Employer contributions other than matching contributions will be:

- c. ☐ added to the Employer contribution and allocated in the same manner
- d. ☒ used to reduce any Employer contribution
- e. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

Forfeitures of Employer matching contributions will be:

- g. ☒ N/A. Same as above or no Employer matching contributions.
- h. ☐ used to reduce the Employer matching contribution.
- i. ☐ used to reduce any Employer contribution.
- j. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

D. Directed investments

- a. ☐ Participant directed investments are NOT permitted.
- b. ☒ Participant directed investments are permitted from the following Participant Accounts:
 - 1. ☒ all Accounts
 - 2. ☐ only from the following Accounts (select one or more):
 - a. ☐ Account attributable to Employer contributions
 - b. ☐ Rollover Account
 - c. ☐ Transfer Account
 - d. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a. ☐ No, Administrator determines in operation which sources will be accepted.
- b. ☒ Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1. ☒ **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
 - a. ☒ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - b. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - c. ☒ a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - d. ☐ a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - e. ☒ a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - f. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - g. ☐ a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h. ☐ The Plan will accept a direct rollover of a Participant loan
- i. ☐ The Plan will only accept a direct rollover of a Participant loan only in the following situation(s): _____ (e.g., only from Participants who were employees of an acquired organization).

- 2. ☐ **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):

- a. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
- b. ☐ a plan described in Code §403(a) (an annuity plan)
- c. ☐ a plan described in Code §403(b) (a tax-sheltered annuity)
- d. ☐ a governmental plan described in Code §457(b) (eligible deferred compensation plan)

- 3. ☐ **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

FIS BUSINESS SYSTEMS LLC VOLUME SUBMITTER MODIFICATIONS

401(A) CITY OF CLERMONT DEFINED CONTRIBUTION PLAN

The enclosed Plan is being submitted for expedited review as a Volume Submitter Plan.

No modifications from the approved specimen plan have been made to this Plan.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 22, 2019		
Agenda Item Name		
Resolution No. 2019-34R		
Requested Action		
Request to approve an amended City of Clermont 457(b) Deferred Compensation Employee Retirement Plan Document and Adoption Agreement.		
Staff Report		
On June 11, 2019 the City Council approved Voya Retirement Insurance and Annuity Company as the new recordkeeper for the city's 457(b) Deferred Compensation Employee Retirement Plan. With this conversion, an updated Plan Document and Adoption Agreement are proposed. The Plan Document and Adoption Agreement contain such information as when employees are eligible to participate in the plan, benefits of the plan, distribution options and other features of the plan. It is noted that no benefit changes are included in the updated plan documents.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the city.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2019-34R - 457(b) Plan	Resolution No. 2019-34R - 457(b) Plan Documents.doc	
2. City of Clermont 457b. Summary Plan Description	City of Clermont 457b. Summary Plan Description.pdf	
3. City of Clermont 457b. Plan Document	City of Clermont 457b. Plan Document.pdf	
4. City of Clermont 457b. Adoption Agreement	City of Clermont 457b. Adoption Agreement.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2019-34R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA ADOPTING AN AMENDED CITY OF CLERMONT 457(b) DEFERRED COMPENSATION EMPLOYEE RETIREMENT PLAN DOCUMENT AND ADOPTION AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City, that an amended City of Clermont 457(b) Deferred Compensation Employee Retirement Plan Document and Adoption Agreement be adopted;

NOW, THEREFORE, BE IT RESOLVED, that the amended City of Clermont 457(b) Deferred Compensation Employee Retirement Plan Document and Adoption Agreement are hereby adopted as follows:

SECTION 1.

The City Council does hereby adopt the amended City of Clermont 457(b) Deferred Compensation Employee Retirement Plan Document and Adoption Agreement as set forth in Attachment A, attached hereto and incorporated herein. The City Council of the City of Clermont may amend the Plan Document and Adoption Agreement by Resolution when deemed necessary and in the best interest of the City of Clermont.

SECTION 2.

Any resolution previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2019-34R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 22nd day of October, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

457(B) CITY OF CLERMONT DEFERRED COMPENSATION PLAN
SUMMARY OF 457 PLAN PROVISIONS

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457(B) CITY OF CLERMONT DEFERRED COMPENSATION PLAN

SUMMARY OF 457 PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

457(b) City of Clermont Deferred Compensation Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of retirement plan commonly referred to as a Governmental Eligible 457 Plan. This summary of 457 Plan Provisions contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this summary entitled "General Information About The Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this summary change. This summary does not address the provisions of specific investment products.

ARTICLE I PARTICIPATION IN THE PLAN

Am I eligible to participate in the Plan?

All employees are eligible once they satisfy the eligibility conditions described in the next question.

The following independent contractors are eligible to participate: any independent contractor who is an elected or appointed official or officer.

When am I eligible to participate in the Plan?

Provided you are an eligible employee, you will be eligible on your date of hire. You will actually enter the Plan once you reach the entry date as described in the next question.

When is my entry date?

Provided you are an eligible employee, you will be able to participate in the Plan beginning on your date of hire.

ARTICLE II CONTRIBUTIONS

What kind of contributions may I make to the Plan and how do my contributions affect my taxes?

As a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan. The Plan refers to this as an "elective deferral." There are two types of elective deferrals, pre-tax deferrals and Roth deferrals. For purposes of this summary "deferrals" or "elective deferrals" generally means both pre-tax deferrals and Roth deferrals.

If you make pre-tax deferrals, your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Federal income taxes on the pre-tax deferral contributions and on the earnings are only postponed.

If you elect to make Roth deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the Roth deferrals and, if you meet certain conditions, the earnings on the Roth deferrals are not subject to federal income taxes when distributed to you. This means that the earnings on the Roth deferrals may never be subject to Federal income tax. See "What are my tax consequences when I receive a distribution from the Plan?"

Both your pre-tax and Roth deferrals will be subject to Social Security taxes at the time of your deferral.

The Employer may make additional contributions to the Plan on your behalf. This Article describes these employer contributions and how these monies will be allocated to your account to provide for your retirement benefit.

Is there a limit on the amount of elective deferrals that can be made each year?

As a participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. The Administrator will notify you of the maximum percentage you may defer.

You may make deferrals from your accumulated sick pay, from accumulated vacation pay or from back pay.

Your total elective deferrals, plus any employer contributions, in any calendar year may not exceed a certain dollar limit which is set by law ("elective deferral limit"). The elective deferral limit for 2019 is \$19,000. After 2019, the elective deferral limit may increase for cost-of-living adjustments.

If you are age 50 or will attain age 50 before the end of a calendar year, you may make additional deferrals (called "age 50 catch-up deferrals") for that year and following years. If you meet the age 50 requirement and your salary deferrals exceed the elective deferral limit described above, then any excess will be an age 50 catch-up deferral. The maximum catch-up deferral that you can make in 2019 is \$6,000. After 2019, the maximum age 50 catch-up contribution limit may increase for cost-of-living adjustments.

Instead of the "age 50-catch-up deferrals" there is an alternative catch-up limit that is available in the three years prior to your normal retirement age. This increased limit (called "Special NRA Catch-Up Contributions") is designed to allow make-up contributions for prior years when contributions to the plan were less than the maximum contribution that could have been made in those years. The additional catch-up amount is equal to the difference between the amounts that could have been contributed in the prior years less the amounts that actually were contributed in those years. However, the additional catch-up for the year cannot exceed the general limit for the year. Thus, if you are entitled to the full Special NRA Catch-up Contribution, your contributions in the last three years prior to your normal retirement age cannot exceed two times the regular elective deferral limit for the year.

How do I make an election to defer?

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a salary reduction agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election must be made prior to the first day of a calendar month in which you wish to defer and will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it. You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

Will the Employer contribute to the Plan?

Each year, in addition to depositing your elective deferrals, the Employer may contribute nonelective contributions.

What is the Employer nonelective contribution?

A nonelective contribution is a contribution the Employer makes to the Plan which is unrelated to whether you make any elective deferrals in that year.

The nonelective contribution will be: A fixed contribution of 10% of Compensation will be made to the City Manager

Allocation conditions. You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

What are rollover contributions?

Rollover contributions. If you are a Participant or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time.

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax withholding and paid to you by your Employer during the Plan Year. If you are an independent contractor, generally, your compensation will be the amount you are paid by the Employer. The Plan takes into account elective deferrals to retirement plans (including this one) cafeteria plans, or qualified transportation fringe benefit plans. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan. Compensation:

- exclude certain fringe benefits
- excluding any amount paid as Employer-provided education assistance, notwithstanding that such payment may be taxable wages to the Participant, payments to or for a participant for travel and per diem expenses, health, hospitalization or retirement benefits
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - Compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment.
 - Compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.
 - Nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment.

For the Plan Year in which you first participate, for any contributions other than salary reductions, we take into account your full Plan Year compensation.

ARTICLE III DISTRIBUTIONS

When will I be entitled to a distribution from the Plan?

Distributions under the Plan may generally not be made prior to your termination of employment (for whatever reason, including death). The rules are explained in more detail below.

If you terminate employment for any reason and at any age (including retirement), then you will be entitled to a distribution within a reasonable time after you terminate employment. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

If the Plan Administrator approves, you (1) may elect to postpone distribution of your benefit to any fixed or determinable date including, but not beyond, your "required beginning date" described below; and (2) you may elect the method of payment.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

Distributions while on military duty. If you are on active military duty for more than 30 days, then the Plan treats you as having terminated employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed termination of employment, then you are not permitted to make any contributions to the Plan for 6 (six) months after the date of the distribution.

Required beginning date.

Regardless of the above, the law requires that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

What is the Plan's normal retirement age?

You will attain your normal retirement age when you reach the age that you designate, which may not be earlier than age 62 and may not be later than age 70 1/2.

What is my vested interest in my account?

You are always 100% vested in all your accounts under our plan.

How will my benefits be paid?

You may, subject to the approval of the Plan Administrator, elect to receive your distribution under one of the methods described below:

- a single lump-sum payment.
- multiple payments as follows: periodic payments of a fixed amount or fixed duration.
- the following annuity options: life contingent annuities, if elected as a payout option by a Participant or Beneficiary.
- Any other method agreed to by the Administrator.

May I elect to roll over my account to another plan or IRA?

If you are entitled to a distribution of more than \$200, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). For this purpose, your Roth deferral account is treated separately.

What happens if I get divorced?

The Administrator will honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

ARTICLE IV DEATH BENEFITS

What happens if I die while working for the Employer?

If you die while still employed by the Employer, your entire account balance will be used to provide your beneficiary with a death benefit.

Your beneficiary is the person or persons whom you designate on a form the Administrator provides for this purpose. If you are married, your spouse will be the beneficiary of the death benefit, unless you elect to change the beneficiary.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the investment provider's documentation says otherwise:

- (a) Your surviving spouse;
- (b) Your children, including adopted children, and if a child dies before you, to their children, if any; or
- (c) Your estate.

When will the death benefit be paid to my beneficiary?

Your death benefit will be paid to your beneficiary and payment will be made as your beneficiary elects, consistent with the Plan. See the Plan Administrator for further details.

You should immediately report any change in your marital status to the Administrator. If you have specifically named your spouse as your beneficiary on a designation form, then the designation will be invalid upon your divorce.

What happens if I'm a participant, terminate employment, and die before receiving all my benefits?

If you terminate employment with us and subsequently die, your beneficiary will be entitled to any remaining benefits that you were entitled to as of the date of your death.

ARTICLE V IN-SERVICE DISTRIBUTIONS

Can I withdraw money from my account while working for the Employer?

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product you have selected or under the Plan.

You may receive a distribution if you have an "unforeseeable emergency," which is severe financial hardship resulting from an accident or illness to you, your spouse, dependent(s) or beneficiaries, a loss of property due to casualty, or other extraordinary and unforeseeable circumstances beyond your control.

You may elect to receive a "de minimis" distribution of up to \$5,000 provided: (i) your account does not exceed \$5,000; (ii) you have not made any Salary Reduction Contributions or received any Employer contribution during the prior two years ending on the date you would have received the de minimis distribution; and (iii) you have not previously taken a de minimis distribution from the Plan.

ARTICLE VI TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

If you receive distribution of a Roth deferral, since you paid current federal income tax on the deferral contribution in the year of deferral, the deferrals are not subject to federal income taxes when distributed to you. The earnings on Roth deferrals are also tax free upon distribution if you receive a "qualified distribution" from your Roth deferral account.

In order to be a "qualified distribution," the distribution must occur after one of the following: (1) your attainment of age 59 1/2, (2) your disability, or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into the Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you made your first Roth deferral under this Plan on November 30, 2012, your participation period would end on December 31, 2016. This means that you could take a qualified distribution as early as January 1, 2017. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth deferral account is not a qualified distribution, the earnings distributed with the Roth deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to another 457(b) plan, a Roth IRA, or a 401(k) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

Can I reduce or defer tax on my distribution?

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

ARTICLE VII CLAIMS AND BENEFITS

Can the Plan be amended?

Yes. The Employer may amend the Plan at any time. No amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

How do I submit a claim for Plan benefits?

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:

- was relied upon in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

ARTICLE VIII GENERAL INFORMATION ABOUT THE PLAN

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

The full name of the Plan is 457(b) City of Clermont Deferred Compensation Plan.

This Plan was originally effective on July 1st, 1972. The amended and restated provisions of the Plan become effective on October 18th, 2019.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan Year." The Plan Year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made daily.

The Plan will be governed by the laws of Florida.

Employer Information

Your Employer's name, address, business telephone number, and identification number are:

City of Clermont
685 West Montrose Street
Clermont, Florida 34711
(352) 241-7380
59-6000290

Administrator Information

The Employer is the Plan Administrator. The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Plan Funding Medium

All money that is contributed to the Plan is held in custodial accounts.

The Plan's Trustees are:

Joe Van Zile, Finance Director
Pamela Brosonski, Assistant Finance Director
Susan Dauderis, Human Resources Director

685 West Montrose Street
Clermont, Florida 34711
(352) 241-7380

The Trustees shall collectively be referred to as Trustee throughout this summary.

ELIGIBLE 457 PLAN

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ARTICLE I DEFINITIONS

1.01 "**Account**" means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 "**Accounting Date**" means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 "**Beneficiary**" means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

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

1.05 "**Compensation**"

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

(B) Base Definitions and Modifications. The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) W-2 Wages. W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any

rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) Code §3401(a) Wages (income tax wage withholding). Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)). Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) Deferred compensation/SEP/SIMPLE. Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) Option exercise. Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

(c) Sale of option stock. Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) Other amounts that receive special tax benefits. Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** Under this definition, Compensation means as defined in Section 1.05(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) **Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) **Modification to Compensation.** The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) **Elective Contributions.** Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) **Post-Severance Compensation.** Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not

include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) **Deferred compensation.** As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(G) **Differential Wage Payments.** An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 **"Deferral Contributions"** means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted

for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

1.07 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 **"Effective Date"** of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 **"Elective Deferrals"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 **"Employer Contribution"** means Nonelective Contributions or Matching Contributions.

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

1.14 **"Excess Deferrals"** means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 **"Leased Employee"** means an Employee within the meaning of Code §414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 **"Normal Retirement Age"** means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 **"Participant"** is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 **"Plan"** means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 **"Plan Entry Date"** means the dates the Employer elects in Adoption Agreement.

1.25 **"Plan Year"** means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 **"Pre-Tax Elective Deferrals"** means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 **"Roth Elective Deferrals"** means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

1.29 **"Salary Reduction Agreement"** means a written agreement between a Participant and the Employer, by which the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 **"Salary Reduction Contribution"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 **"Service"** means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) Qualified Military Service. Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) "Continuous Service" as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) "Severance from Employment."

(1) Employee. An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) Independent Contractor. An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will

consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) Deemed Severance. Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 **"State"** means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 **"Substantial Risk of Forfeiture"** exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 **"Tax-Exempt Organization"** means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 **"Taxable Year"** means the calendar year or other taxable year of a Participant.

1.36 **"Transfer"** means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 **"Trust"** means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 **"Trustee"** means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan.** This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a

Eligible 457 Plan

Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

(A) "Governmental Eligible 457 Plan" means an Eligible 457 Plan established by a State.

(B) "Tax-Exempt Organization Eligible 457 Plan" means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 **"Vested"** means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

ARTICLE II ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 AMOUNT.

(A) Contribution Formula. For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

(B) Return of Contributions. The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will not increase the amount of the Employer contribution returnable under this Section 3.01 for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

(C) Time of Payment of Contribution. If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

3.02 SALARY REDUCTION CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

(A) Deferral from Sick, Vacation and Back Pay. The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(B) Automatic Enrollment. The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

(C) Application to Leave of Absence and Disability. Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall

continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

(D) Post-severance deferrals limited to Post-Severance Compensation. Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

3.03 MATCHING CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

3.04 NORMAL LIMITATION. Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or (b) the underutilized limitation.

(A) Underutilized Limitation. A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(B) Normal Retirement Age. Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

(1) Participant Designation. The Employer in the Adoption Agreement may permit a Participant to designate his or her Normal Retirement Age as any age including or between the foregoing ages.

(2) Multiple 457 Plans. If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) Police and Firefighters. In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) Pre-2002 Coordination. In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 AGE 50 CATCH-UP CONTRIBUTION. An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 CONTRIBUTION ALLOCATION. The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) Fixed match. To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) Discretionary match. To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) Tiered match. If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier

of Salary Reduction Contributions, in accordance with the tiered formula.

(d) Discretionary nonelective. The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) Fixed nonelective. The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) Other nonelective. The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 ALLOCATION CONDITIONS. The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 ROLLOVER CONTRIBUTIONS. If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) Operational Administration. The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) Pre-Participation Rollover. If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) Separate Accounting. If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another

Governmental Eligible 457 Plan The Plan Administrator for purposes of ordering any subsequent distribution from this Plan, may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

(D) May Include Roth Deferrals. If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

(E) In-Plan Roth Rollover Contributions. A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

3.10 DISTRIBUTION OF EXCESS DEFERRALS. In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

(A) Governmental Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

(B) Tax-Exempt Organization Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

(C) Plan Aggregation. If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

(D) Individual Limitation. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

3.11 DEEMED IRA CONTRIBUTIONS. A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

3.12 ROTH ELECTIVE DEFERRALS. The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

(A) Elective Deferrals. "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

(B) Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

(C) Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

(D) Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(E) Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(F) Loans. If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

(G) Rollovers. A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code §402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

(H) Automatic Enrollment. If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

(I) Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

3.13 BENEFIT ACCRUAL. If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(A) Determination of benefits. The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA). As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

(A) Uniformity. The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, are subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(a) Years of participation. The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

(b) No reduction from prior default percentage. The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

(c) Applying statutory limits. The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

(B) EACA notice. The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(a) Deemed reasonable notice/new Participant. The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(b) Mid-year notice/new Participant or Plan. If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(c) Content. The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

(C) EACA permissible withdrawal. If elected in in the Adoption Agreement, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic

Deferrals (and allocable earnings) under the provisions of this Section 3.14. Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(a) Amount. If a Participant elects a permissible withdrawal under this Section, then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution). The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the rules of Treas. Reg. §1.401(k)-2(b)(2)(iv) for distributions of excess contributions.

(b) Fees. Notwithstanding the above, the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this paragraph.

(c) Timing. The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as specified in the Adoption Agreement, after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90 day period (or shorter period as specified in Adoption Agreement.).

(d) Rehired Employees. For purposes of this Section, an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

(e) Effective date of the actual withdrawal election: The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Salary Reduction Contributions made to the Plan.

(f) Related matching contributions. The Plan Administrator will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching contributions, if any. If the Employer has already allocated matching contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section, then the matching contributions, as adjusted for gains and losses, must be forfeited. Except as otherwise provided, the Plan will use the forfeited contributions to reduce future contributions or to reduce plan expenses.

(D) Compensation. Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Salary Reduction Contributions in general.

(E) Definitions.

(a) Definition of Automatic Deferral. An Automatic Deferral is a Salary Reduction Contribution that results from the operation of this Article III. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage as elected the Compensation of each Participant subject to the EACA. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election as defined in this Section.

(b) Definition of Automatic Deferral Percentage/Increases. The Automatic Deferral Percentage is the percentage of Automatic Deferral (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

(c) Effective date of EACA Automatic Deferral. The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election).

(d) Definition of Affirmative Election. An Affirmative Election is a Participant's election made after the EACA's Effective Date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

(e) Effective Date of Affirmative Election. A Participant's Affirmative Election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he or she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's entry date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

3.15 IN-PLAN ROTH ROLLOVER CONTRIBUTION

(a) Employer Election. The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of protected benefits.

(b) Eligibility for Distribution and Rollover. A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

(1) Parties eligible to elect. For purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(2) Distribution from partially Vested account. In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account.

(c) Form and Source of Rollover.

(1) Direct Rollover. An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(2) Account source. A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account).

(3) Cash or in-kind. The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the

Employer may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(4) No Rollover or Distribution Treatment. Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected \$5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the \$5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) protected benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In-Plan Roth Rollover Contribution.

(5) In-Plan Roth Rollover Contribution Account. An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

ARTICLE IV TIME AND METHOD OF PAYMENT OF BENEFITS

4.01 DISTRIBUTION RESTRICTIONS. Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

(A) Participant Election of Time and Method. The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date

including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

(B) Number of Initial Elections/Subsequent Elections. A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

(C) No Election/Default. If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

(D) Mandatory Distribution. The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) Precedence. The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

(B) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) Death of Participant Before Distribution Begins. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) Spouse Designated Beneficiary. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) Non-Spouse Designated Beneficiary. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) No Designated Beneficiary. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Death of Spouse. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse

before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

(C) Required Minimum Distributions during Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(D) Required Minimum Distributions after Participant's Death.

(1) Death On or After Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) Participant's Life Expectancy. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(ii) Spouse's Life Expectancy. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar

years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) Non-Spouse's Life Expectancy. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) Death before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

(d) 5-year or Life Expectancy rule; possible election. The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section 4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(E) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date. A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

4.04 DEATH BENEFITS. Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

(A) Unforeseeable Emergency. In the event of a Participant's or the Participant's spouse, dependents or beneficiaries' unforeseeable emergency, the Plan Administrator may make a

distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

(B) De minimis distribution. In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

(A) Time and Method of Payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06

gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) Accounting. If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

(A) Participant Election. A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457 Plan may elect, at the time and in the manner the Plan Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the Trustee's distribution of an

eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

(C) Default distribution or rollover. Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

(D) Mandatory default rollover. If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

(E) Non-spouse beneficiary rollover right. A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) Certain requirements not applicable. Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) Trust beneficiary. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(3) Required minimum distributions not eligible for rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

(F) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than

annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) Eligible retirement plan. An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

(3) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) Mandatory distribution. A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

(5) 401(a)(31)(B) Effective Date. The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION. An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

(A) Direct payment. The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

(B) Definitions.

(1) Eligible retired public safety officer. An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

(2) Public safety officer. A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

(3) Qualified health insurance premiums. The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or

her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

ARTICLE V

PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and

application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

(A) Loan Policy. In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

(B) QDRO Policy. If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Individual Accounts. The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year,

pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator determines is necessary and appropriate for proper plan administration.

(1) By Contribution Type. The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

(2) By investment account type. The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

(a) Pooled Accounts. A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(b) Participant-Directed Accounts. A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(c) Segregated Accounts. A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of

each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination and such combination does not result in the impermissible elimination of any Code §411(d)(6) protected benefits.

(3) Amount of Account/distributions. The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

(4) Account statements. As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

(B) Allocation of Earnings. This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

(1) Allocate as of Valuation Date. As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

(2) Definition of Valuation Date. A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

(3) Definition of Valuation Period. The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) Allocation methods. The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

(a) Daily valuation method. If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

(b) Balance forward method. If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

(c) Balance forward with adjustment method. If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

(d) Weighted average method. If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

(e) Participant-Directed Account method. The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates;

(ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

(C) Allocation of Net Income, Gain or Loss (No Trust). In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

5.08 ACCOUNT CHARGED. The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION. If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

5.10 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE. The Employer in the Adoption Agreement may elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

(A) Forfeiture Allocation. The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those related to lost Participants under Section 5.14. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

5.12 PRESERVATION OF ELIGIBLE PLAN STATUS. The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

5.13 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.14 LOST PARTICIPANTS. If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

(A) Attempt to Locate. The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

(B) Failure to Locate. If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or

additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

(C) Nonexclusivity and Uniformity. The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

5.15 PLAN CORRECTION. The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 SALARY REDUCTION AGREEMENT.

(A) General. A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

(B) Election Timing. A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an

Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

(C) Sick, Vacation and Back Pay. If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) Modification of Salary Reduction Agreement. A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

6.04 PERSONAL DATA TO PLAN ADMINISTRATOR. Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

ARTICLE VII MISCELLANEOUS

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

ARTICLE VIII TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN

8.01 GOVERNMENTAL ELIGIBLE 457 PLAN. The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

8.02 ACCEPTANCE/HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

(A) Nondiscretionary Trustee. The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the

investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

8.10 SUCCESSOR TRUSTEE.

(A) Appointment. In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) Automatic Successor. Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Plan Administrator's policy adopted under Section 5.02(1), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE IX AMENDMENT, TERMINATION, TRANSFERS

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT.

A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will Matching Contributions be made with respect to Elective Deferrals?

1. ☐ **Yes.** See Question 16.

2. ☒ **No.**

And will **Roth Elective Deferrals** be made?

3. ☒ **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4. ☐ **No.**

- c. ☒ **Nonelective Contributions.** See Question 17.

- d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a. ☒ **No exclusions.** All Employees are eligible to participate.

- b. ☐ **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.

2. ☐ **Hourly-paid Employees.**

3. ☐ **Leased Employees.** The Plan excludes Leased Employees.

4. ☐ **Specify:** _____.

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a. ☐ **Participate.** Permits Independent Contractors to participate in the Plan.

- b. ☐ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c. ☒ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:
any independent contractor who is an elected or appointed official or officer _____.

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b. or c.):

- a. ☐ Wages, tips and other compensation on Form W-2.

- b. ☒ Code §3401(a) wages (wages for withholding purposes).

- c. ☐ 415 safe harbor compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (Choose one of d. or e.):

- d. ☐ **No modifications.** The Plan makes no modifications to the definition.

- e. ☒ **Modifications** (Choose one or more of 1. through 5.):

1. ☒ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2. ☐ **Elective Contributions. [1.05(E)]** The Plan excludes a Participant's Elective Contributions.

3. ☐ **Bonuses.** The Plan excludes bonuses.

4. ☐ **Overtime.** The Plan excludes overtime.
5. ☒ **Specify:** Excluding any amounts paid to or for a participant for education assistance, travel and per diem expenses, health, hospitalization or retirement, notwithstanding that such payments may be taxable wages.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account *(Choose one of f. or g.):*

- f. ☒ **Plan Year.** The Employee's Compensation for the entire Plan Year.
- g. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.
9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required *(Choose one of a. or b.):*
- a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
- b. ☒ **Adjustments.** The following Compensation adjustments apply *(Choose one or more):*
1. ☒ **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
 2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
 3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
 4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
 5. ☐ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
 6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____.
10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan *(Choose one of a. or b.):*
- a. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]*
- b. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 62 and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

Special Provisions for Police or Fire Department Employees *(Choose c. and/or d. as applicable):*

- c. ☐ **Police department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.):*
1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
 2. ☐ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. *[Note: The age may not exceed age 70 1/2.]*
- d. ☐ **Fire department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.):*
1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
 2. ☐ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. *[Note: The age may not exceed age 70 1/2.]*

11. **ELIGIBILITY CONDITIONS (2.01).** *(Choose one of a. or b.):*

- a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.
- b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions *(Choose one or more of 1., 2. or 3.):*
1. ☐ **Age.** Attainment of age _____.

2. ☐ **Service.** Service requirement (*Choose one of a. or b.*):

a. ☐ **Year of Service.** One year of Continuous Service.

b. ☐ **Months of Service.** _____ month(s) of Continuous Service.

3. ☐ **Specify:** _____.

12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):

a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

c. ☒ **Date of hire.** The Employee's employment commencement date with the Employer.

d. ☐ **Specify:** _____.

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):

a. ☒ **No limitations.**

b. ☐ **Limitations.** (*Choose one or more of 1., 2. or 3.*):

1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ (*specify dollar amount or percentage of Compensation*).

2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ (*specify dollar amount or percentage of Compensation*).

3. ☐ **Specify:** _____.

[*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]

Special NRA Catch-Up Contributions (3.05). The Plan (*Choose one of c. or d.*):

c. ☒ **Permits.** Participants may make NRA catch-up contributions.

AND, Special NRA Catch-Up Contributions (*Choose one of 1. or 2.*):

1. ☐ will be taken into account in applying any matching contribution under the Plan.

2. ☒ will not be taken into account in applying any matching contribution under the Plan.

d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (*Choose one of e. or f.*):

e. ☒ **Permits.** Participants may make age 50 catch-up contributions.

f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [*Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32*]:

a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (*Choose one of 1. through 3.*):

1. ☐ **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.

2. ☐ **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.

3. ☐ **Describe Application of Automatic Deferrals:** _____.

c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions is *(Choose one or more of a. through d.)*:

- a. ☐ **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.
- b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

d. ☐ **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. ☐ **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5c. are made as follows: *(Choose one)*:

- a. ☐ **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.

- b. ☐ **Fixed - Pro Rata.** _____ % of Compensation.
- c. ☒ **Other.** A Nonelective Contribution may be made as follows:
A fixed contribution of 10% of Compensation will be made to the City Manager

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

- d. ☒ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. ☐ **Specify:** _____.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.)*:

- a. ☐ **Specified Date.** _____ days after the Participant's Severance from Employment.
- b. ☒ **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☐ **Specify:** _____.

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable)*:

- f. ☒ **Lump sum.** A single payment.
- g. ☒ **Installments.** Multiple payments made as follows: periodic payments of a fixed amount or fixed duration
- h. ☐ **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. ☒ **Annuity distribution option(s):** life contingent annuities, if elected as a payout option by a Participant or Beneficiary
- j. ☐ **Specify:** _____.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.)*:

- k. ☒ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. ☐ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. ☐ **Specify:** _____.

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment *(Choose n. or o.)*:

- n. ☒ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. ☐ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1. ☐ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$_____ as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Exclusion of rollovers in determination of \$5,000 threshold. In determining the \$5,000 threshold (or other dollar threshold above), rollover contributions will be:

- p. ☒ **included.**
 q. ☐ **excluded.**

19. **BENEFICIARY DISTRIBUTION ELECTIONS**. Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. ☐ **Immediate.** As soon as practical following the Participant's death.
 b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.
 c. ☒ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03.
 d. ☐ **Describe:** _____.

[Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05)**. A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
 b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
 1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
 2. ☒ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
 a. ☒ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
 b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
 c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$ _____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$ _____ but that does not exceed \$5,000.
 3. ☐ **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
 4. ☐ **Specify:** _____.

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

21. **QDRO (4.06)**. The QDRO provisions (*Choose one of a., b. or c.*):

- a. ☒ **Apply.**
 b. ☐ **Do not apply.**
 c. ☐ **Specify:** _____.

22. **ALLOCATION OF EARNINGS (5.07(B))**. The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a. ☒ **Daily.** See Section 5.07(B)(4)(a).
 b. ☐ **Balance forward.** See Section 5.07(B)(4)(b).
 c. ☐ **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
 d. ☐ **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.
 e. ☐ **Directed Account method.** See Section 5.07(B)(4)(e).

f. ☐ **Describe Earnings allocation method:** _____

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13).** The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

- a. ☐ **Not apply the benefit accrual provisions of Section 3.13.**
 b. ☒ **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

- c. ☐ **The Plan does NOT permit distributions for deemed severance of employment.**
 d. ☒ **The Plan permits distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11).** A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

- a. ☒ **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
1. ☒ **All Contributions.** (skip to 25.)
 2. ☐ **Only the following contributions.** (select all that apply):
 - a. ☐ **Salary Reduction Contributions.**
 - b. ☐ **Nonelective Contributions.**
 - c. ☐ **Matching Contributions.**
- b. ☐ **Forfeiture under Vesting Schedule.** Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**
2. ☐ **Nonelective Contributions.**
3. ☐ **Matching Contributions.**
4. ☐ **Vesting Schedule.**

Years of Service

Vested Percentage

_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

For vesting purposes, a "Year of Service" means:

5. _____

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

- c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**
2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (*Choose one of 4. or 5.*):

4. ☐ The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5. ☐ **Specify:** _____.

Additional Provisions (*Choose d. if applicable*)

d. ☐ **Specify:** _____.

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (*Choose one of the following*):

e. ☐ **Additional Contributions.** As the following contribution type (*Choose one of 1. or 2.*):

1. ☐ **Nonelective.** As an additional Nonelective Contribution.

2. ☐ **Matching.** As an additional Matching Contribution.

f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (*Choose one of 1. or 2.*):

1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.

2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.

g. ☐ **Specify:** _____.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (*Choose as applicable; leave blank if not applicable*):

a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.

b. ☐ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (*Choose a. or b., c. if applicable*):

a. ☒ **Custodial account(s).**

b. ☐ **Annuity contract(s).**

c. ☐ **Specify:** _____.

[*Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.*]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (*Choose one of a. or b.*):

a. ☐ **No additional Valuation Dates.**

b. ☒ **Additional Valuation Dates.** (*Choose one or more of 1., 2. or 3.*):

1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.

2. ☐ **Last day of a specified period.** The last day of each _____ of the Plan Year.

3. ☐ **Specified Valuation Dates:** _____.

[*Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]*

28. TRUSTEE (Select all that apply; leave blank if not applicable):

- a. [X] Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)

Joe Van Zile

Pamela Brosnoki

Susan Dauderis

Title(s)

Finance Director

Assistant Finance Director

Human Resources Director

Address and Telephone number (*Choose one of 1. or 2.*):

1. ☒ Use Employer address and telephone number.
2. ☐ Use address and telephone number below:

Address:

Street

City

State

Zip

Telephone:

- b. ☐ Corporate Trustee

Name:

Address:

Street

City

State

Zip

Telephone:

AND, the Corporate Trustee shall serve as:

- c. [] a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- d. ☐ a Discretionary Trustee over all Plan assets except for the following:

29. PLAN LOANS (5.02(A)). The Plan permits or does not permit Participant Loans (*Choose one of a. or b.*):

- a. ☒ **Does not permit.**
- b. ☐ **Permitted pursuant to the Loan Policy.**

30. **ROLLOVER CONTRIBUTIONS (3.09)**. The Plan permits Rollover Contributions subject to approval by the Plan Administrator and as further described below:

Who may roll over (*Choose one of a. or b.*):

- a. ☐ **Participants only.**
- b. ☒ **Eligible Employees or Participants.**

Sources/Types. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c. ☒ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. ☐ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Distribution of Rollover Contributions (Choose one of e., f. or g.):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** _____

31. EACA Automatic Deferral Provisions (3.14).

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. ☐ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** _____

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. ☐ **Constant.** The Employer will withhold _____% of Compensation each payroll period.

Escalation of deferral percentage (select one or leave blank if not applicable)

1. ☐ **Scheduled increases.** This initial percentage will increase by _____% of Compensation per year up to a maximum of _____ of Compensation.
2. ☐ **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Elections

- f. ☐ **Optional elections** (select all that apply or leave blank if not applicable)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

1. ☐ A Participant's Affirmative Election will resume after the suspension period.

Special Effective Date. Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

2. ☐ Special Effective Date: _____

32. **In-Plan Roth Rollover Contributions.**

- a. ☐ **Yes, allowed.**

33. **In-Plan Roth Rollover Transfers.**

- a. ☐ **Yes, allowed.**

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: City of Clermont

By: _____

Joe Van Zile

TRUSTEE

Pamela Brosonski

TRUSTEE

Susan Dauderis

TRUSTEE

DATE SIGNED

DATE SIGNED

DATE SIGNED

DATE SIGNED



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 22, 2019		
Agenda Item Name		
Event and Open Container Request		
Requested Action		
Recommend to approve the South Lake Chamber of Commerce to have an open container area for their "Taste of South Lake" event on November 7, 2019 at Waterfront Park.		
Staff Report		
The South Lake Chamber is requesting to have a designated open container area at Waterfront Park on November 7, 2019 from 5:00 PM to 8:30 PM for their annual "Taste of South Lake" event. The organization's open container area consists of a fenced in area at Waterfront Park on the grass area. The South Lake trail will remain open for daily use of the public. Please see attached map for specific location. The organization will be exercising it's 501c3 right and pull the alcohol license from the Alcohol Beverage and Tobacco Agency and will only be selling beer and wine. They have agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Alcohol Request for Taste of SL 2019 Alcohol Request for Taste of SL 2019.pdf		
2. Taste of South Lake 2019 Taste of South Lake 2019.pdf		



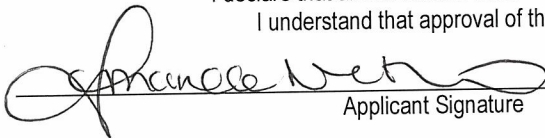
CITY OF CLERMONT Alcohol Request Form

Today's Date 10/7/2019
Name of Event Taste of South Lake
Date(s) of Event 11/7/2019 Location Waterfront Park
Event Start Time: 5:00 p.m. Event End Time: 8:30 p.m.
Name of Organization/Applicant South Lake Chamber of Commerce
Email amandan@southlakechamber-fl.com
Day Phone 352-394-4191 Cell Phone 352-394-4191
Address 602 W. Montrose St. City Clermont ST FL Zip 34711
Briefly Describe Event Taste of South Lake is a business style expo set under tents at Waterfront Park.
Taste of South Lake is a business style expo set under tents at Waterfront Park.

What do you plan on serving (check all that apply): ☒ Beer ☒ Wine/Champagne ☐ Other

What is your beverage containment area? Please see attached
Outside event, attach diagram _____
Inside event, list rooms: _____
Who is your licensed beverage caterer*? Clermont Oyster Bar

**A copy of the caterer's license and insurance must be submitted with your request form*
I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.


Applicant Signature

10/7/19
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and
PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:

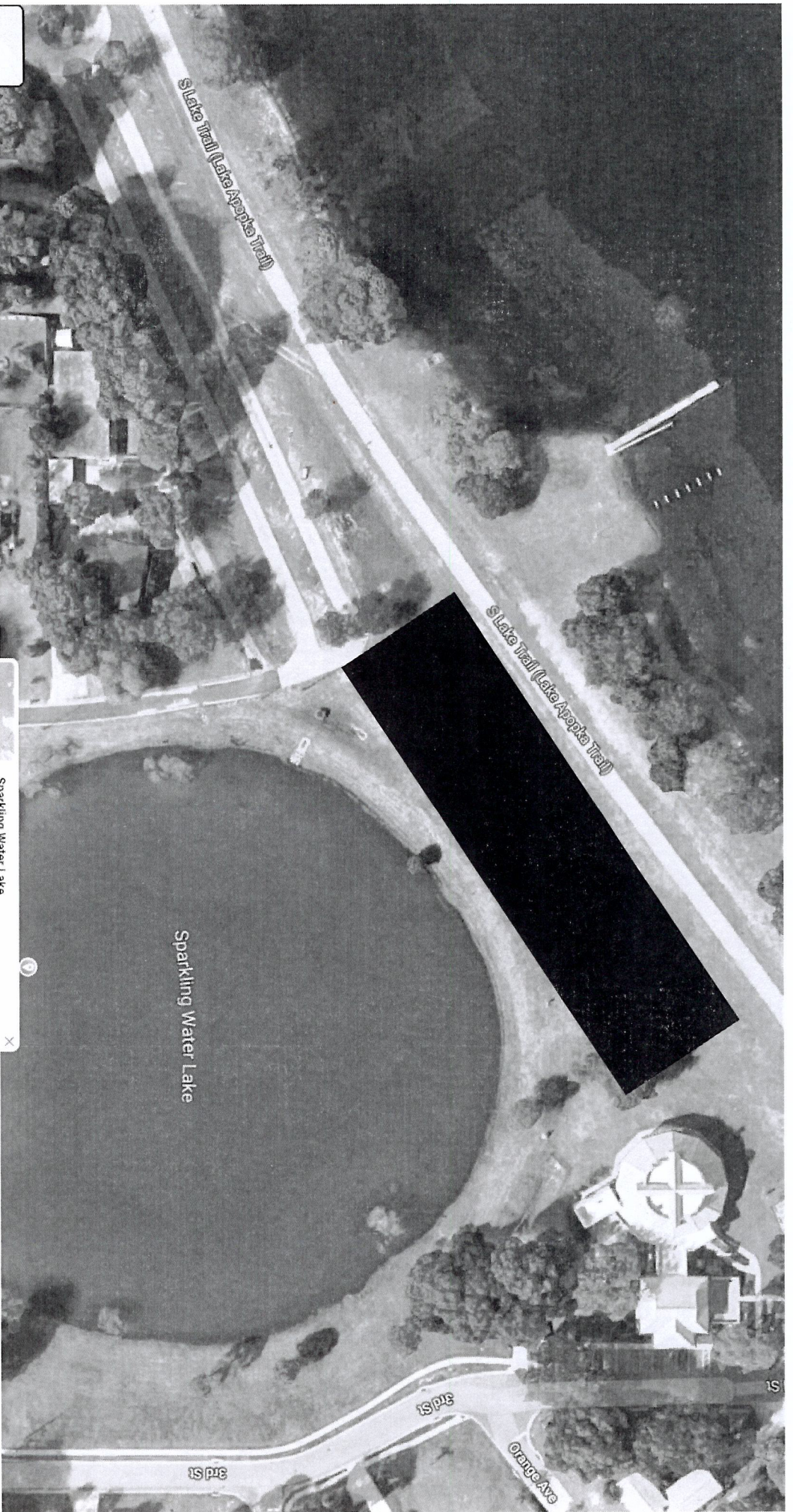
- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason(s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



Event location will be fenced in.



HH #954



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date November 6, 2018
 Name of Event Taste of South Lake and Business Expo
 Date(s) of Event November 7, 2019 Estimated Attendance: 1200
 Event Start Time: 5:00p.m. Event End Time: 8:30p.m.
 Before Event Setup Time: Nov. 6 (tent), Nov. 7 8am After Event Cleanup Time: Nov. 7 9:30pm, Nov. 8 tents
 Name of Organization/Applicant South Lake Chamber of Commerce

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # _____

Event Contact Amanda Vethero Email amandan@southlakechamber-fl.com

Day Phone 352-394-4191 Cell Phone 407-433-6048

Address 620 W. Montrose City Clermont State FL Zip 34711

Secondary Contact David Colby Phone # 352-394-4191

Briefly Describe Event: Expo style event that includes restaurant vendors handing out samples of their specialty or signature dishes, plus business vendor booths providing information about their business. Attended by local/non-local residents of all ages.

Location of Event on City Property: ☐ A ☒ B ☐ C ☐ D ☒ Map 1 ☐ Map 2

Please choose A, B, C, or D on MAP 1 or MAP 2

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale for alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 80' x 180' and 60' x 130'

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No Describe the need: Power for lights & vendor booths

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No

Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☐ Yes ☒ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Speakers and live band

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

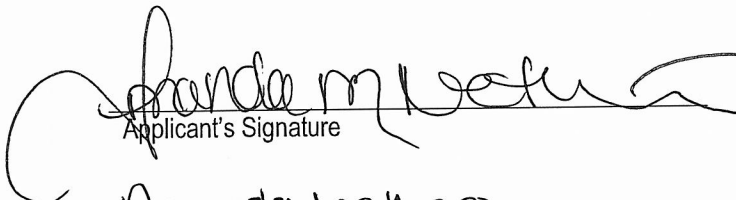
- Applicant resides outside the Clermont city limits
 - Business is located outside the Clermont city limits
- *Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.


Applicant's Signature _____ Title Director of Marketing & Programs

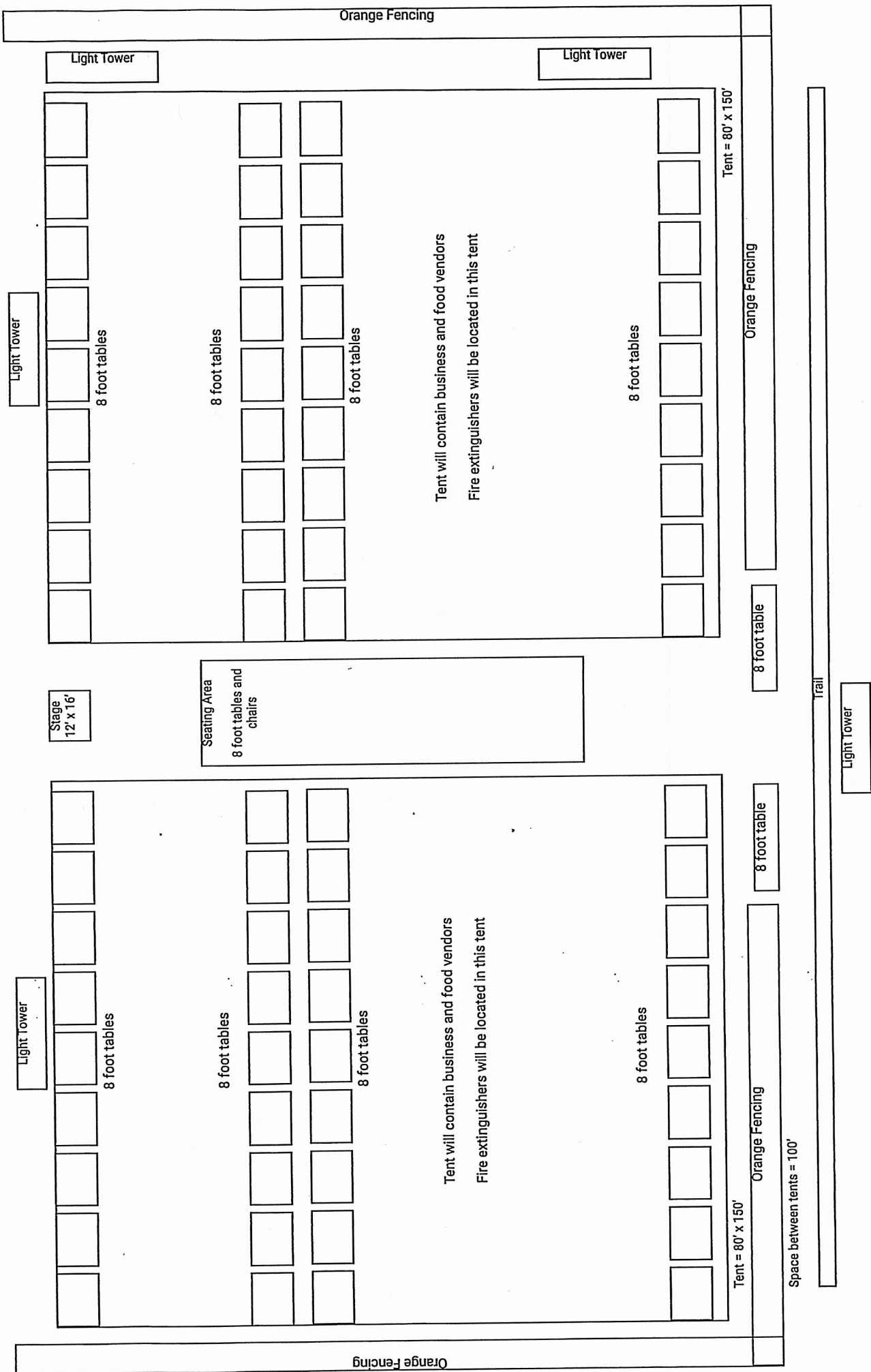
Amanda Neff
Printed Name _____ Date November 6, 2018

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|----------------------|----------------------------------|----------------------------|
| a) Police Department | b) Development Services Dept. | c) Public Works Department |
| d) Fire Department | e) Parks & Recreation Department | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Taste of South Lake and Business Expo		
DATE OF EVENT:	November 7, 2019		
EVENT CONTACT:	Amanda Nethero		
REFUND MAILING ADDRESS:	620 W. Montrose St.		
	Street Address		
	Clermont	FL	32711
	City	ST	Zip
CELL PHONE:	407-433-6048		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 14 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	\$150
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	\$400
Daily Fee	\$200	\$300		\$400
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	2 hr. min, per staff	
Police Officer	\$30	\$30	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

FACILITY SALES RECEIPT



Receipt # 23861
Payment Date: 11/07/18
Household: 954

Clermont City Center
 620 West Montrose Street
 CLERMONT FL 34711
 Phone: (352)708-5975

South Lake Chamber of Commerce
 620 W Montrose Street
 Clermont FL 34711
 office@southlakechamber-fl.com

Reservation Details: Waterfront Park, Waterfront Park Area - Area B

Reserv. Contact: **South Lake Chamber of Commerce**
 Phone Number: **(352)394-4191**
 Reserv. Number: **2688**
 Status: **Firm**
 Purpose: **Tase of South Lake**
 Anticipated Count: **1200**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Wed 11/06/2019 @10:00A thru Thu 11/07/2019 @ 8:30P	223.60	223.60	10.00	10.00	213.60
Deposit:	150.00	150.00	150.00	150.00	0.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Application Fee	10.00	1.00	0.00	0.00	10.00
Deposit	150.00	1.00	0.00	0.00	150.00
Daily - Resident / Non Profit	200.00	1.00	0.00	13.60	213.60

Special Questions: **Police Requests:**
Fire Requests:

Processed on 11/07/18 @ 8:53 am by acardarelli

Total New Deposit Fees	150.00
Total New Fees	210.00
Total New Taxes	13.60
Total Due	373.60
Total Deposit Fees Paid	150.00
Total Fees Paid	10.00
Total Paid	160.00
Balance From Receipt	213.60

Payment of: 160.00 Made By: Check With Reference: 12366



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, October 22, 2019

Agenda Item Name

Ordinance No. 2019-05 *Final*
South Lake Crossing
Table to November 19, 2019

Requested Action

Recommend table to November 19, 2019.

Staff Report

The applicant, South Lake Crossings LLC, has requested an amendment to the Future Land Use Map. The applicant is requesting the City to designate the property with a future land use category of Master Planned Development. The subject site is 743 +/- acres in size. The property is 1.75 miles south of Hartwood Marsh Road, east of US Hwy 27, adjacent to the Olympus Sports & Entertainment project. The property has historically been used for agricultural purposes.



The amendment application is associated with an annexation application and Planned Unit Development (PUD) rezoning that has been filed with the City. Due to the required review by the State of Florida Department of Economic Opportunity (DEO) for the amendment to the Comprehensive Plan, this application is being presented to the Planning and Zoning Commission and the City Council to make a recommendation for transmittal. If transmitted, then DEO and other State agencies will review and render their comments prior to a public hearing on the adoption of this amendment. The anticipated adoption hearing will be in September 2019.

The current Future Land Use designation in unincorporated Lake County is Wellness Way Area Plan 1. The Wellness Way Area Plan allows for the following land use intensities:

Future Land Use Category Summary Table Maximum Density Allocation Table

Future Land Use Categories	Minimum Density/Net Buildable Acre	Maximum Density/Net Buildable Acre	Minimum Average FAR	Maximum Average FAR
Town Center	6.00 (d.u)	25.00 (d.u)	0.30	2.00
Wellness Way 1	3.00 (d.u)	20.00 (d.u)	0.25	2.00
Wellness Way 2	2.50 (d.u)	15.00 (d.u)	0.20	2.00
Wellness Way 3	2.00 (d.u)	10.00 (d.u)	0.15	2.00
Wellness Way 4	0.00	0.00	N/A	N/A

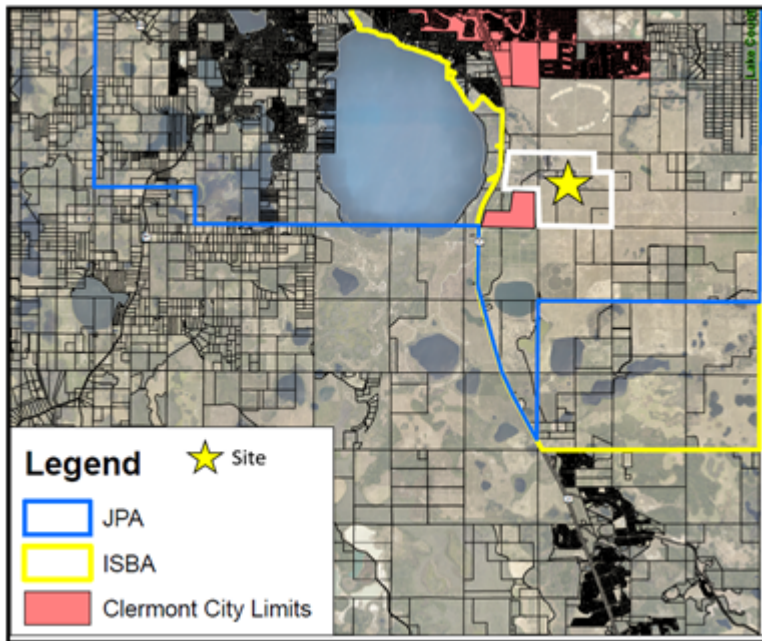
The following City of Clermont Comprehensive Plan policy describes the intent of the Master Planned Development Category:

Policy 1.7.2: Planned Development.

The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

The residential density and Floor Area Ratio (FAR) caps in the Master Planned Development FLU category are consistent with the Wellness Way Area Plan designations. The applicant has requested a rezoning to a Planned Unit Development with up to 1,850 dwelling units and up to 800,000 square feet of commercial uses. The PUD will be considered by City Council during the adoption phase of the Comprehensive Plan Amendment to ensure the project is capped at the proposed development intensity.

The subject property is located entirely within the City of Clermont Utility Service Area. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA) Agreements with Lake County.



The Wellness Way Area Plan envisions this area as next generation employment opportunities. The economic objective of this area is employment. The Applicant intends to create a master planned community that promotes economic development while encouraging a well-balanced development pattern that minimizes environmental impacts. The applicant's request for a Comprehensive Plan Amendment to Master Planned Development FLU category provides for the long-range designation for the use of the property and is not the detailed development approval. The future land use designation establishes the future character and urban form of the city in this area.

Since the project is located within the City's JPA and ISBA boundary and the City can provide adequate public facilities and services, it is logical to support this future land use amendment along with the associated annexation request. The project is adjacent to the recently annexed Olympus Sports and Entertainment project, which is now designated Master Planned Development on the adopted Future Land Use map. The project incorporates residential, commercial, retail, and office uses. With this mix of uses, the most appropriate Future Land Use category is the City's Master Planned Development (MPD) designation. Therefore, staff supports the applicant's request for a change to Master Planned Development.

Additional Analysis	
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Fiscal Impact Summary	
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Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
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1.	2019-05 South Lake Crossing CPA Formatted	2019-05 South Lake Crossing CPA Formatted.DOC
2.	South Lake Crossing Legal Ad Proof	South Lake Crossing Legal Ad Proof.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Parcel 1:

Parcel A

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence N89°16'46"E, 2653.20 feet along the north line of said northeast ¼ to a 2" iron pipe found at the northeast corner of said northeast ¼ of said section 21, said northeast corner according to



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certified corner record #48106; thence S88°49'23"E along the north line of the northwest ¼ of the aforesaid section 22, 670.44 feet to the point of beginning; thence continue S88°49'23"E along said north line, 1976.14 feet; thence S88°49'23"E along the north line of the northwest ¼ of the northeast ¼ of said section 22, 1323.29 feet; thence S00°20'55"W along the west line of the northeast ¼ of said northeast ¼ of said section 22, 1314.56 feet; thence S89°00'54"E along the south line of said northeast ¼ of the northeast ¼ of said section 22, 1290.91 feet to the west right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence S00°19'09"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast ¼ of section 22, 1310.25 feet to a point in the north line of the southeast ¼ of said section 22, distant 33.00 feet on a bearing of N89°12'24"W, from a 5/8" iron rod and cap #PLS4779 found at the east ¼ corner of said section 22, said east ¼ corner according to certified corner record #084030; thence S00°27'16"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast ¼ of said section 22, 2681.30 feet to a point in the north line of the northeast ¼ of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of N89°12'03"W from a 4"x4" concrete monument #RLSL993 found at the northeast corner of said northeast ¼ of section 27, thence N89°12'03"W along said north line, 2612.50 feet to a 4"x4" concrete monument found at the northeast corner of the northwest ¼ of said section 27; thence N89°32'30"W along the north line of said northwest ¼, 2614.54 feet to a 4"x4" concrete monument found in the east right-of-way line of Shell Pond Road, and being distant 33.00 feet on a bearing of S89°32'30"E from a 4"x4" concrete monument found at the northwest corner of said northwest ¼ of section 27; thence N00°23'38"E along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest ¼ of the aforesaid section 22, 2696.34 feet; thence N89°12'24"W, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest of said section 22, said northwest corner according to certified corner record #48107; thence S89°36'30"W along the east-west center section line of the aforesaid section 21, 1287.60 feet; thence, departing said east-west center section line, N00°00'00"E, 456.14 feet; thence N55°49'12"E, 1567.27 feet to an iron rod with cap #LB68 set at the northwest corner of the southwest ¼ of the northwest ¼ of the aforesaid section 22; thence S89°00'54"E along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, N00°00'00"W, 1325.72 feet to the point of beginning.

Less and except therefrom: those parcels described in Official Records Book 849, page 2162; Parcel 122 (fee simple); the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2832.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple): the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 124 (fee simple): the northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.



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Also less from said section 22, that parcel described in Official Records Book 845, page 567;

Parcel 129 (fee simple): the westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 851, page 1455:

Parcel 130 (fee simple): the northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

and:

Parcel B

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e along the north line of said northeast $\frac{1}{4}$, 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast $\frac{1}{4}$, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38"w, 226.88 feet; s08°14'05"w, 483.61 feet; s08°51'03"w, 111.11 feet; s08°15'58"w, 235.08 feet; s07°40'42"w, 73.87 feet; s08°15'45"w, 120.18 feet; s08°15'35"w, 293.65 feet; s07°52'00"w, 391.90 feet; s08°15'41"w, 126.07 feet; s09°13'52"w, 181.39 feet; s09°21'18"w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14"w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01"e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30"e along said east-west center of section line 1210.47 feet; thence, departing said east-west center of section line, n00°00'00"e, 456.14 feet; thence n55°49'12"e, 1567.27 feet to the northwest corner of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the aforesaid section 22; thence s89°00'54"e along the north line of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 22; thence n88°49'23"w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46"w along the north line of said northeast $\frac{1}{4}$, 2134.70 feet to the point of beginning.

Less and except

North Parcel (Cut Out Parcel)



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That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4 " iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e along the north line of said northeast ¼, 518.50 feet to the east right- of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast ¼, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38"w, 226.88 feet; s08°14'05"w, 483.61 feet; s08°51'03"w, 111.11 feet; s08°15'58"w, 235.08 feet; s07°40'42"w, 73.87 feet; s08°15'45"w, 120.18 feet; s08°15'35"w, 293.65 feet; s07°52'00"w, 391.90 feet; s08°15'41"w, 126.07 feet; s09°13' 52"w, 181.39 feet; s09°21'18" w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14"w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of si5°39'01"e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30"e along said east-west center of section line 2498.07 feet to the northwest corner of the southwest ¼ of aforesaid section 22; thence, departing said east-west center of section line, n00°23'17"e along the west line of the southwest ¼ of the northwest ¼ of said section 22, 1327.85 feet to the northwest corner of said southwest ¼ of the northwest ¼ of section 22; thence departing said west line run s89°00'54"e along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00"w, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence n88°49'23"w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46"w along the north line of said northeast ¼, 2134.70 feet to the point of beginning.

Being more particularly described as:

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows;

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e, 2653.20 feet along the north line of said northeast ¼ to a 2" iron pipe found at the northeast corner of said northeast ¼ of said section 21, said northeast corner according to certified corner record #48106; thence s88°49'23"e along the north line of the northwest ¼ of the aforesaid section 22, 670.44 feet to the point of beginning; thence continue s88°49'23"e along said north line, 1976.14 feet; thence s88°49'23"e along the north line of the northwest ¼ of the northeast ¼ of said section 22, 1323.29 feet; thence s00°20'55"w along the west line of the northeast ¼ of said northeast ¼ of said section 22, 1314.56 feet; thence s89°00'54"e along the south line of said northeast ¼ of the northeast ¼ of said section 22, 1290.91 feet to the west



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right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence $s00^{\circ}19'09''w$ along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast $\frac{1}{4}$ of section 22, 1310.25 feet to a point in the north line of the southeast $\frac{1}{4}$ of said section 22, distant 33.00 feet on a bearing of $n89^{\circ}12'24''w$, from a $\frac{5}{8}$ " iron rod and cap #pls4779 found at the east $\frac{1}{4}$ corner of said section 22, said east $\frac{1}{4}$ corner according to certified corner record #084030; thence $s00^{\circ}27'16''w$ along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast $\frac{1}{4}$ of said section 22, 2681.30 feet to a point in the north line of the northeast $\frac{1}{4}$ of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of $n89^{\circ}12'03''w$ from a 4"x4" concrete monument #rlsl993 found at the northeast corner of said northeast $\frac{1}{4}$ of section 27, thence $n89^{\circ}12'03''w$ along said north line, 2612.50 feet to a 4"x4" concrete monument found at the northeast corner of the northwest $\frac{1}{4}$ of said section 27; thence $n89^{\circ}32'30''w$ along the north line of said northwest $\frac{1}{4}$, 2614.54 feet to a 4"x4" concrete monument found in the east right-of-way line of Shell Pond Road, and being distant 33.00 feet on a bearing of $s89^{\circ}32'30''e$ from a 4"x4" concrete monument found at the northwest corner of said northwest $\frac{1}{4}$ of section 27; thence $n00^{\circ}23'38''e$ along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest $\frac{1}{4}$ of the aforesaid section 22, 2696.34 feet; thence $n89^{\circ}12'24''w$, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest of said section 22, said northwest corner according to certified corner record #48107; thence $n00^{\circ}23'17''e$ along the west line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the aforesaid section 22, 1327.85 feet to an iron rod with cap #lb68 set at the northwest corner of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of section 22; thence $s89^{\circ}00'54''e$ along the north line of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$, 679.40 feet; thence, departing said north line, $n00^{\circ}00'00''w$, 1325.72 feet to the point of beginning.

Less and except therefrom;

Those parcels described in Official Records Book 849, page 2162;

Parcel 122 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2832.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 124 (fee simple):

The northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.



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Also less from said section 22, that parcel described in Official Records Book 845, page 567:

Parcel 129 (fee simple):

The westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that Parcel described in Official Records Book 851, page 1455:

Parcel 130 (fee simple):

The northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, all in the Public Records of Lake County, Florida.

Parcel 2:

The land referred to herein below is situated in the County of Lake, state of Florida, and is described as follows:

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e along the north line of said northeast $\frac{1}{4}$ 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast $\frac{1}{4}$, run the following fourteen (14) courses and distances along said east right-of-way line; s09°07'38"w, 226.88 feet; s08°14'05"w, 483.61 feet; s08°51'03" w, 111.11 feet; s08°15'58"w, 235.08 feet; s07°40'42"w, 73.87 feet; s08°15'45"w, 120.18 feet; s08°15'35"w, 293.65 feet; s07°52'00"w, 391.90 feet; s08°15'41"w, 126.07 feet; s09°13'52"w, 181.39 feet; s09°21'18"w, 192.16 feet; s08°48'22"w, 191.95 feet; s10°07'14"w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01"e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30"e along said east-west center of section line 2498.07 feet to the northwest corner of the southwest $\frac{1}{4}$ of aforesaid section 22; thence, departing said east-west center of section line, n00°23'17"e along the west line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 22, 1327.85 feet to the northwest corner of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of



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ORDINANCE NO. 2019-05

section 22; thence departing said west line run s89°00'54"e along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence n88°49'23" w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46" w along the north line of said northeast ¼, 2134.70 feet to the point of beginning.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, and that certain declaration of easement and agreement regarding Road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 1023, all in the Public Records of Lake County, Florida.

Contains 743.00 acres more or less.

LOCATION

1.75 miles south of Hartwood Marsh Road, East of US 27

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: WELLNESS WAY-1
TO CITY OF CLERMONT: MASTER PLANNED DEVELOPMENT

SECTION 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

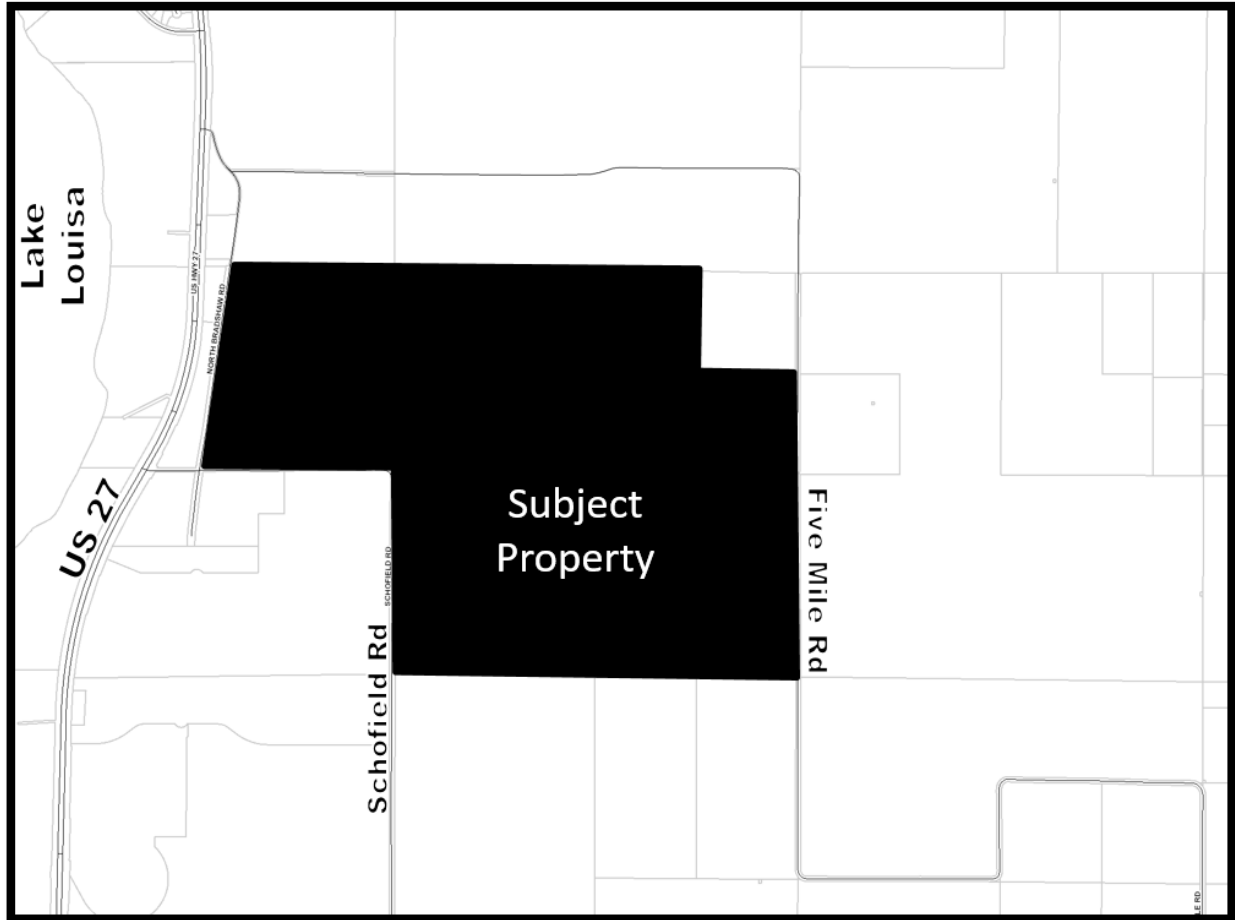
SECTION 3.

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

SECTION 4.

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-05

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 10th day of December, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

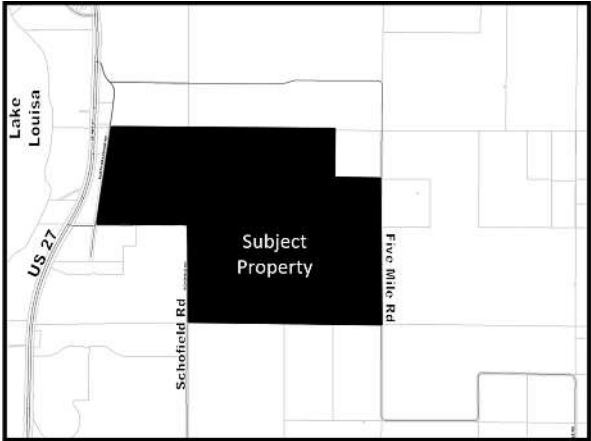
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
NOTICE OF PROPOSED
AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2019-05

The City of Clermont will hold public hearings on Tuesday, July 2, 2019 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, July 9, 2019 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Wellness Way to City of Clermont Master Planned Development.

The City of Clermont will hold a public hearing on Tuesday, September 24, 2019 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

1.75 miles south of Hartwood Marsh Road, East US 27
Alternate Keys 3777485, 1028477, 1594529, 1412315, 3853225,
3853226, 3777484

Ordinance #2019-05:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

D048697 - June 17 & September 9, 2019

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D048697 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 2X10.5
PUBLICATION: LF-DAILY COMMERCIAL

PROOF CREATED AT: 6/10/2019 8:16:20 AM
NEXT RUN DATE: 06/17/19
PROOF DUE: 06/14/19 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 22, 2019		
Agenda Item Name		
Ordinance No. 2019-06 <i>South Lake Crossings</i> <i>Table to November 19, 2019</i>		
Requested Action		
Recommend table to November 19, 2019.		
Staff Report		
Staff and the applicant are working on finalizing the PUD ordinance and more time is needed to complete this task.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SL Crossing Legal Ad SL Crossing Legal Ad.pdf		
2. 2019-06 South Lake Crossing PUD Draft Ordinance 2019-06 South Lake Crossing PUD Draft Ordinance.doc		

Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10089822
Phone: (352) 241-7331
Date: 08/09/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	08/19/2019	09/09/2019	\$1,899.24

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2019-06

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

1.75 miles south of Hartwood Marsh Road, East of US 27
Approx. 743 +/- Acres

LEGAL DESCRIPTION

Parcel 1:

Parcel A

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast 1/4 of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence N89°16'46"E, 2653.20 feet along the north line of said northeast 1/4 to a 2" iron pipe found at the northeast corner of said northeast 1/4 of said section 21, said northeast corner according to certified corner record #48106; thence S88°49'23"E along the north line of the northwest 1/4 of the aforesaid section 22, 670.44 feet to the point of beginning;

thence continue S88°49'23"E along said north line, 1976.14 feet; thence S88°49'23"E along the north line of the northwest 1/4 of the northeast 1/4 of said section 22, 1323.29 feet; thence S00°20'55"W along the west line of the northeast 1/4 of said northeast 1/4 of said section 22, 1314.56 feet; thence S89°00'54"E along the south line of said northeast 1/4 of the northeast 1/4 of said section 22, 1290.91 feet to the west right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence S00°19'09"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast 1/4 of section 22, 1310.25 feet to a point in the north line of the southeast 1/4 of said section 22, distant 33.00 feet on a bearing of N89°12'24"W, from a 5/8" iron rod and cap #PLS4779 found at the east 1/4 corner of said section 22, said east 1/4 corner according to certified corner record #084030; thence S00°27'16"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast 1/4 of said section 22, 2681.30 feet to a point in the north line of the northeast 1/4 of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of N89°12'03"W from a 4"x4" concrete monument #RLSL993 found at the northeast corner of said northeast 1/4 of section 27, thence N89°12'03"W along said north line, 2612.60 feet to a 4"x4" concrete monument found at the northeast corner of the northwest 1/4 of said section 27; thence N89°32'30"W along the north line of said northwest 1/4, 2614.54 feet to a 4"x4" concrete monument found in the east right-of-way line of Shell Pond Road, and being distant 33.00

feet on a bearing of S89°32'30"E from a 4"x4" concrete monument found at the northwest corner of said northwest 1/4 of section 27; thence N00°23'38"E along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest 1/4 of the aforesaid section 22, 2696.34 feet; thence N89°12'24"W, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest 1/4 of section 22, said northwest corner according to certified corner record #48107; thence S89°38'30"W along the east-west center section line of the aforesaid section 21, 1287.60 feet; thence, departing said east-west center section line, N00°00'00"E, 456.14 feet; thence N55°49'12"E, 1567.27 feet to an iron rod with cap #LB68 set at the northwest corner of the southwest 1/4 of the northwest 1/4 of the aforesaid section 22; thence S89°00'54"E along the north line of said southwest 1/4 of the northwest 1/4, 679.40 feet; thence, departing said north line, N00°00'00"W, 1325.72 feet to the point of beginning.

Less and except therefrom: those parcels described in Official Records Book #49, page 2162; Parcel 122 (fee simple); the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2892.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple): the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 124 (fee simple): the northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the

westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 845, page 567;

Parcel 129 (fee simple): the westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast 1/4 of the southeast 1/4 of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 851, page 145E;

Parcel 130 (fee simple): the northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast 1/4 of the northeast 1/4 of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

and:

Parcel b

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast 1/4 of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence N89°16'46"E along the north line of said northeast 1/4, 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by

Payment Info	
Ad Price	\$1,899.24
Tax	\$0.00
Sub Total	\$1,899.24
Prepaid Amount	\$0.00
Balance Due	\$1,899.24

Daily Commercial

Advertising Receipt

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CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10089822
Phone: (352) 241-7331
Date: 08/09/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	08/19/2019	09/09/2019	\$1,899.24

Donald W. McIntosh associates, Inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast ¼, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38" w, 226.88 feet; s08°14'05" w, 483.61 feet; s08°51'03" w, 111.11 feet; s08°15'58" w, 235.08 feet; s07°40'42" w, 73.87 feet; s08°15'45" w, 120.18 feet; s08°15'35" w, 293.65 feet; s07°52'00" w, 391.90 feet; s08°15'41" w, 126.07 feet; s09°13'52" w, 181.39 feet; s09°21'18" w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14" w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01" e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30" e along said east-west center of section line 1210.47 feet; thence, departing said east-west center of section line, n00°00'00" e, 458.14 feet; thence n85°49'12" e, 1567.27 feet to the northwest corner of the southwest ¼ of the northwest ¼ of the aforesaid section 22; thence s89°00'54" e along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence n88°49'23" w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46" w along the north

line of said northeast ¼, 2134.70 feet to the point of beginning.

Less and except

North Parcel (Cut Out Parcel)

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48106; thence n89°16'46" e along the north line of said northeast ¼, 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, Inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, Inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast ¼, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38" w, 226.88 feet; s08°14'05" w, 483.61 feet; s08°51'03" w, 111.11 feet; s08°15'58" w, 235.08 feet; s07°40'42" w, 73.87 feet; s08°15'45" w, 120.18 feet; s08°15'35" w, 293.65 feet; s07°52'00" w, 391.90 feet; s08°15'41" w, 126.07 feet; s09°13'52" w, 181.39 feet; s09°21'18" w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14" w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01" e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the

east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30" e along said east-west center of section line 2498.07 feet to the northwest corner of the southwest ¼ of aforesaid section 22; thence, departing said east-west center of section line, n00°23'17" e along the west line of the southwest ¼ of the northwest ¼ of said section 22, 1327.85 feet to the northwest corner of said southwest ¼ of the northwest ¼ of section 22; thence, departing said west line run s89°00'54" e along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence n88°49'23" w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46" w along the north line of said northeast ¼, 2134.70 feet to the point of beginning.

Being more particularly described as:

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48106; thence n89°16'46" e, 2653.20 feet along the north line of said northeast ¼ to a 2" iron pipe found at the northeast corner of said northeast ¼ of said section 21, said northeast corner according to certified corner record #48106; thence s88°49'23" e along the north line of the northwest

¼ of the aforesaid section 22, 670.44 feet to the point of beginning; thence continue s88°49'23" e along said north line, 1976.14 feet; thence s88°49'23" e along the north line of the northwest ¼ of the northeast ¼ of said section 22, 1323.29 feet; thence s00°20'55" w along the west line of the northeast ¼ of said northeast ¼ of said section 22, 1314.86 feet; thence s89°00'54" e along the south line of said northeast ¼ of the northeast ¼ of said section 22, 1290.81 feet to the west right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence s00°19'09" w along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast ¼ of section 22, 1310.25 feet to a point in the north line of the southeast ¼ of said section 22, distant 33.00 feet on a bearing of n89°12'24" w, from a 5/8" iron rod and cap #pls4779 found at the east ¼ corner of said section 22, said east ¼ corner according to certified corner record #084030; thence s00°27'16" w along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast ¼ of said section 22, 2681.30 feet to a point in the north line of the northeast ¼ of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of n89°12'03" w from a 4"x4" concrete monument #ris1993 found at the northeast corner of said northeast ¼ of section 27, thence n89°12'03" w along said north line, 2612.50 feet to a 4"x4" concrete monument found at the northeast corner of the northwest ¼ of said section 27; thence n89°32'30" w along the north line of said northwest ¼, 2614.54 feet to a 4"x4" concrete monument found in

Payment Info	
Ad Price	\$1,899.24
Tax	\$0.00
Sub Total	\$1,899.24
Prepaid Amount	\$0.00
Balance Due	\$1,899.24

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Advertising Receipt

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CITY OF CLERMONT
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Phone: (352) 241-7331
Date: 08/09/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	08/19/2019	09/09/2019	\$1,899.24

the east right-of-way line of Shell Pond Road, and being distant 33.00 feet on a bearing of S89°32'30"E from a 4"x4" concrete monument found at the northwest corner of said northwest ¼ of section 27; thence N00°23'38"E along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest ¼ of the aforesaid section 22, 2696.34 feet; thence N89°12'24"W, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest ¼ of said section 22, said northwest corner according to certified corner record #48107; thence N00°23'17"E along the west line of the southwest ¼ of the northwest ¼ of the aforesaid section 22, 1327.85 feet to an iron rod with cap #1668 set at the northwest corner of said southwest ¼ of the northwest ¼ of section 22; thence S89°00'54"E along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, N00°00'00"W, 1325.72 feet to the point of beginning.

Less and except therefrom;

Those parcels described in Official Records Book 848, page 2162;

Parcel 122 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2832.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state

of Florida.

Parcel 124 (fee simple):

The northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 845, page 567:

Parcel 129 (fee simple):

The westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast ¼ of the southeast ¼ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that Parcel described in Official Records Book 861, page 1458:

Parcel 130 (fee simple):

The northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast ¼ of the northeast ¼ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, all in the Public Records of Lake County, Florida.

Parcel 2:

The land referred to herein below is situated in the County of Lake, state of Florida, and is described as follows:

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48106; thence N89°16'46"E along the north line of said northeast 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, Inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, Inc., drawing number C#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast ¼, run the following fourteen (14) courses and distances along said east right-of-way line; S09°07'38"W, 226.88 feet; S08°14'05"W, 483.61 feet; S08°51'03"W, 111.11 feet; S08°15'58"W, 235.08 feet; S07°40'42"W, 73.97 feet; S08°15'45"W, 120.18 feet; S08°15'35"W, 293.65 feet; S07°52'00"W, 391.90 feet; S08°15'41"W, 126.07 feet; S08°15'52"W, 181.39 feet; S08°21'18"W, 192.16 feet; S08°45'22"W, 191.95 feet; S10°07'14"W, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of S15°39'01"E; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of

aforesaid section 21; thence, departing said east right-of-way line, N89°26'30"E along said east-west center of section line 2498.07 feet to the northwest corner of the southwest ¼ of aforesaid section 22; thence, departing said east-west center of section line, N00°23'17"E along the west line of the southwest ¼ of the northwest ¼ of said section 22, 1327.85 feet to the northwest corner of said southwest ¼ of the northwest ¼ of the aforesaid section 22; thence departing said west line run S89°00'54"E along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, N00°00'00"W, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence N88°49'23"W along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence S89°16'46"W along the north line of said northeast ¼, 2134.70 feet to the point of beginning.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, and that certain declaration of easement and agreement regarding Road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 1023, all in the Public Records of Lake County, Florida.

Contains 743.00 acres more or less.

From: Urban Transition UT
To: Planned Unit Development PUD

Payment Info	
Ad Price	\$1,899.24
Tax	\$0.00
Sub Total	\$1,899.24
Prepaid Amount	\$0.00
Balance Due	\$1,899.24

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Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	08/19/2019	09/09/2019	\$1,899.24

This request will be considered by the Planning & Zoning Commission on Tuesday, September 3, 2019 at 6:30 p.m. and a public meeting to consider the request will be held before the City Council on Tuesday, September 24, 2019 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10089822
August 19, 2019 &
September 09, 2019

Payment Info	
Ad Price	\$1,899.24
Tax	\$0.00
Sub Total	\$1,899.24
Prepaid Amount	\$0.00
Balance Due	\$1,899.24

CITY OF CLERMONT
ORDINANCE No. 2019-XX

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property (hereinafter referred to as the "Property"):

LEGAL DESCRIPTION

Parcel 1:

Parcel A

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence N89°16'46"E, 2653.20 feet along the north line of said northeast ¼ to a 2" iron pipe found at the northeast corner of said northeast ¼ of said section 21, said northeast corner according to certified corner record #48106; thence S88°49'23"E along the north line of the northwest ¼ of the aforesaid section 22, 670.44 feet to the point of beginning; thence continue S88°49'23"E along said north line, 1976.14 feet; thence S88°49'23"E along the north line of the northwest ¼ of the northeast ¼ of said section 22, 1323.29 feet; thence S00°20'55"W along the west line of the northeast ¼ of said northeast ¼ of said section 22, 1314.56 feet; thence S89°00'54"E along the south line of said northeast ¼ of the northeast ¼ of said section 22, 1290.91 feet to the west right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence S00°19'09"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast ¼ of section 22, 1310.25 feet to a point in the north line of the southeast ¼ of said section 22, distant 33.00 feet on a bearing of N89°12'24"W, from a 5/8" iron rod and cap #PLS4779 found at the east ¼ corner of said section 22, said east ¼ corner according to certified corner record #084030; thence S00°27'16"W along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast ¼ of said section 22, 2681.30 feet to a point in the north line of the northeast ¼ of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of N89°12'03"W from a 4"x4" concrete monument #RLSL993 found at the northeast corner of said northeast ¼ of section 27,

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thence N89°12'03"W along said north line, 2612.50 feet to a 4"x4" concrete monument found at the northeast corner of the northwest ¼ of said section 27; thence N89°32'30"W along the north line of said northwest ¼, 2614.54 feet to a 4"x4" concrete monument found in the east right-of-way line of Shell Pond Road, and being distant 33.00 feet on a bearing of S89°32'30"E from a 4"x4" concrete monument found at the northwest corner of said northwest ¼ of section 27; thence N00°23'38"E along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest ¼ of the aforesaid section 22, 2696.34 feet; thence N89°12'24"W, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest of said section 22, said northwest corner according to certified corner record #48107; thence S89°36'30"W along the east-west center section line of the aforesaid section 21, 1287.60 feet; thence, departing said east-west center section line, N00°00'00"E, 456.14 feet; thence N55°49'12"E, 1567.27 feet to an iron rod with cap #LB68 set at the northwest corner of the southwest ¼ of the northwest ¼ of the aforesaid section 22; thence S89°00'54"E along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, N00°00'00"W, 1325.72 feet to the point of beginning.

Less and except therefrom: those parcels described in Official Records Book 849, page 2162; Parcel 122 (fee simple); the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2832.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple): the northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 124 (fee simple): the northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 845, page 567;

Parcel 129 (fee simple): the westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast ¼ of the southeast ¼ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that parcel described in Official Records Book 851, page 1455:

Parcel 130 (fee simple): the northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast ¼ of the northeast ¼ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

and:

Parcel B

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence

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n89°16'46"e along the north line of said northeast $\frac{1}{4}$, 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast $\frac{1}{4}$, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38"w, 226.88 feet; s08°14'05"w, 483.61 feet; s08°51'03"w, 111.11 feet; s08°15'58"w, 235.08 feet; s07°40'42"w, 73.87 feet; s08°15'45"w, 120.18 feet; s08°15'35"w, 293.65 feet; s07°52'00"w, 391.90 feet; s08°15'41"w, 126.07 feet; s09°13'52"w, 181.39 feet; s09°21'18"w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14"w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01"e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30"e along said east-west center of section line 1210.47 feet; thence, departing said east-west center of section line, n00°00'00"e, 456.14 feet; thence n55°49'12"e, 1567.27 feet to the northwest corner of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the aforesaid section 22; thence s89°00'54"e along the north line of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 22; thence n88°49'23"w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46"w along the north line of said northeast $\frac{1}{4}$, 2134.70 feet to the point of beginning.

Less and except

North Parcel (Cut Out Parcel)

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

Commence at a 1-1/4 " iron pipe found at the northwest corner of the northeast $\frac{1}{4}$ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e along the north line of said northeast $\frac{1}{4}$, 518.50 feet to the east right- of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast $\frac{1}{4}$, run the following fourteen (14) courses and distances along said east right-of-way line: s09°07'38"w, 226.88 feet; s08°14'05"w, 483.61 feet; s08°51'03"w, 111.11 feet; s08°15'58"w, 235.08 feet; s07°40'42"w, 73.87 feet; s08°15'45"w, 120.18 feet; s08°15'35"w, 293.65 feet; s07°52'00"w, 391.90 feet; s08°15'41"w, 126.07 feet; s09°13' 52"w, 181.39 feet; s09°21'18" w, 192.16 feet; s08°48'22" w, 191.95 feet; s10°07'14"w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of si5°39'01"e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30"e along said east-west center of section line 2498.07 feet to the northwest corner of the southwest $\frac{1}{4}$ of aforesaid section 22; thence, departing said east-west center of

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section line, n00°23'17"e along the west line of the southwest ¼ of the northwest ¼ of said section 22, 1327.85 feet to the northwest corner of said southwest ¼ of the northwest ¼ of section 22; thence departing said west line run s89°00'54"e along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00"w, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence n88°49'23"w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46"w along the north line of said northeast ¼, 2134.70 feet to the point of beginning.

Being more particularly described as:

All those portions of sections 21, 22 and 23, township 23 south, range 26 east, Lake County, Florida, described as follows;

Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e, 2653.20 feet along the north line of said northeast ¼ to a 2" iron pipe found at the northeast corner of said northeast ¼ of said section 21, said northeast corner according to certified corner record #48106; thence s88°49'23"e along the north line of the northwest ¼ of the aforesaid section 22, 670.44 feet to the point of beginning; thence continue s88°49'23"e along said north line, 1976.14 feet; thence s88°49'23"e along the north line of the northwest ¼ of the northeast ¼ of said section 22, 1323.29 feet; thence s00°20'55"w along the west line of the northeast ¼ of said northeast ¼ of said section 22, 1314.56 feet; thence s89°00'54"e along the south line of said northeast ¼ of the northeast ¼ of said section 22, 1290.91 feet to the west right-of-way line of Five Mile Road (a 66' wide right-of-way as recorded in Official Records Book 357, page 21, of the Public Records of Lake County, Florida); thence s00°19'09"w along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of said northeast ¼ of section 22, 1310.25 feet to a point in the north line of the southeast ¼ of said section 22, distant 33.00 feet on a bearing of n89°12'24"w, from a 5/8" iron rod and cap #pls4779 found at the east ¼ corner of said section 22, said east ¼ corner according to certified corner record #084030; thence s00°27'16"w along said west right-of-way line, distant 33.00 feet westerly, by perpendicular measure, from the east line of the southeast ¼ of said section 22, 2681.30 feet to a point in the north line of the northeast ¼ of section 27, township 23 south, range 26 east, said point being distant 33.00 feet on a bearing of n89°12'03"w from a 4"x4" concrete monument #rls1993 found at the northeast corner of said northeast ¼ of section 27, thence n89°12'03"w along said north line, 2612.50 feet to a 4"x4" concrete monument found at the northeast corner of the northwest ¼ of said section 27; thence n89°32'30"w along the north line of said northwest ¼, 2614.54 feet to a 4"x4" concrete monument found in the east right-of-way line of Shell Pond Road, and being distant 33.00 feet on a bearing of s89°32'30"e from a 4"x4" concrete monument found at the northwest corner of said northwest ¼ of section 27; thence n00°23'38"e along said east right-of-way line, distant 33.00 feet easterly, by perpendicular measure, from the west line of the southwest ¼ of the aforesaid section 22, 2696.34 feet; thence n89°12'24"w, 33.00 feet to a 1-1/2" iron pipe found at the northwest corner of said southwest of said section 22, said northwest corner according to certified corner record #48107; thence n00°23'17"e along the west line of the southwest ¼ of the northwest ¼ of the

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aforesaid section 22, 1327.85 feet to an iron rod with cap #1b68 set at the northwest corner of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of section 22; thence s89°00'54"e along the north line of said southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$, 679.40 feet; thence, departing said north line, n00°00'00"w, 1325.72 feet to the point of beginning.

Less and except therefrom;

Those parcels described in Official Records Book 849, page 2162;

Parcel 122 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 2832.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 123 (fee simple):

The northerly 50.00 feet of the southerly 80.00 feet of the easterly 35.00 feet of the westerly 118.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Parcel 124 (fee simple):

The northerly 20.00 feet of the southerly 50.00 feet of the easterly 30.00 feet of the westerly 83.00 feet of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida. Also less from said section 22, that parcel described in Official Records Book 845, page 567:

Parcel 129 (fee simple):

The westerly 35.00 feet of the easterly 523.26 feet of the northerly 50.00 feet of the southerly 80.00 feet of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Also less from said section 22, that Parcel described in Official Records Book 851, page 1455:

Parcel 130 (fee simple):

The northerly 50.00 feet of the southerly 900.00 feet of the westerly 35.00 feet of the easterly 93.00 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of section 22, township 23 south, range 26 east, in the County of Lake, state of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, all in the Public Records of Lake County, Florida.

Parcel 2:

The land referred to herein below is situated in the County of Lake, state of Florida, and is described as follows:

That part of sections 21 and 22, township 23 south, range 26 east, Lake County, Florida described as follows:

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Commence at a 1-1/4" iron pipe found at the northwest corner of the northeast ¼ of the aforesaid section 21, said northwest corner according to certified corner record #48105; thence n89°16'46"e along the north line of said northeast 518.50 feet to the east right-of-way line of Bradshaw Road as maintained by Lake County, said east right-of-way line as filed surveyed by Donald W. McIntosh associates, inc. and shown on a "specific purpose survey" prepared by Donald W. McIntosh associates, inc., drawing number cs#02-203, survey date 02/27/02, and to the point of beginning; thence, departing said north line of said northeast ¼, run the following fourteen (14) courses and distances along said east right-of-way line; s09°07'38"w, 226.88 feet; s08°14'05"w, 483.61 feet; s08°51'03" w, 111.11 feet; s08°15'58"w, 235.08 feet; s07°40'42"w, 73.87 feet; s08°15'45"w, 120.18 feet; s08°15'35"w, 293.65 feet; s07°52'00"w, 391.90 feet; s08°15'41"w, 126.07 feet; s09°13'52"w, 181.39 feet; s09°21'18"w, 192.16 feet; s08°48'22"w, 191.95 feet; s10°07'14"w, 16.87 feet to the point of curvature of a curve concave easterly having a radius of 36.00 feet and a chord bearing of s15°39'01"e; thence southerly along the arc of said curve through a central angle of 51°32'31" for a distance of 32.38 feet to a non-tangent line being the east-west center of section line of aforesaid section 21; thence, departing said east right-of-way line, n89°36'30"e along said east-west center of section line 2498.07 feet to the northwest corner of the southwest ¼ of aforesaid section 22; thence, departing said east-west center of section line, n00°23'17"e along the west line of the southwest ¼ of the northwest ¼ of said section 22, 1327.85 feet to the northwest corner of said southwest ¼ of the northwest ¼ of section 22; thence departing said west line run s89°00'54"e along the north line of said southwest ¼ of the northwest ¼, 679.40 feet; thence, departing said north line, n00°00'00" w, 1325.72 feet to the north line of the northwest ¼ of the northwest ¼ of said section 22; thence n88°49'23"w along said north line, 670.44 feet to a 2" iron pipe found at the northeast corner of the northeast ¼ of the aforesaid section 21, said northeast corner according to certified corner record #48106; thence s89°16'46"w along the north line of said northeast ¼, 2134.70 feet to the point of beginning.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 997, and that certain declaration of easement and agreement regarding Road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, page 1023, all in the Public Records of Lake County, Florida.

Contains 743.00 acres more or less.

LOCATION

East of US 27, West of Five Mile Road, North of Schofield Road,
and South of Hartwood Marsh Road, Wellness Way (South Lake Crossings) PUD
(Alternate Keys 3777484, 1412315, 3853225, 1594529,
3777485, 1028477, and 3853226)

FROM: Urban Transition (UT)
TO: Planned Unit Development (PUD)

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Section 2.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed. To the extent that any term, condition, part or entitlement contained herein conflicts with any existing, ordinance, land development code provision or regulation of the City of Clermont, this Ordinance shall control.

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

Section 3.

The exhibits below are contained in this Planned Unit Development (PUD) Ordinance and shall be referenced throughout the document and the life of the PUD.

- Exhibit 1: Wellness Way PUD Land Use Plan
- Exhibit 2: Wellness Way PUD Conceptual Site Plan
- Exhibit 3: Wellness Way PUD Architectural Standards
- Exhibit 4: Wellness Way PUD Right-of-Way Standards and Cross Sections
- Exhibit 5: Wellness Way PUD Transportation Impact Study/Proportionate Share

Section 4. General Conditions

The PUD approved herein shall allow for residential, commercial, office, institutional, open space and civic uses on the Property subject to the following conditions:

1. This Ordinance shall be recorded in the Public Records of Lake County at the expense of the applicant and the conditions as set forth in this PUD shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Wellness Way PUD Conceptual Site Plan, prepared by VHB, and incorporated herein and made a part hereof as Exhibit 2. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of

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Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

4. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.
6. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
7. The current use of the property is agriculture and may continue this use until clearing or grading for development occurs.
8. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code. Wellness Way PUD may plat the residential tracts in accordance with the Land Use Plan (Exhibit 1) in order to maintain its concurrency reservation certificate #LCS 2019-17 issued by Lake County School Board on July 17, 2019. Said Concurrency Reservation Certificate and Cover Letter stipulate a one (1) year period to enter into a Developer Agreement or PUD adoption by ordinance with the City of Clermont. Furthermore, the same School Board Certificate and Cover Letter stipulate two (2) six month extensions to secure plat approval
9. Any applicant for development of any portion of the Property may submit an application for multiple approvals as may be required under the City Code and request that such multiple applications be processed concurrently; however, such concurrent processing shall meet all applicable procedural and advertising requirements and shall proceed at the applicant's own risk, and shall have no implication in regard to the approval of any of the various approvals requested.
10. The City Manager or his designee shall have the authority, but not the obligation, to authorize modification of up to 10% from any numerical standard set forth in this Ordinance or, when applicable, City Code. Provided, however that the authority granted herein shall not apply to any land use regulation, cut and fill, or height standard.

Section 5. Land Uses and Specific Conditions:

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1. Residential:

- a. A total of 1,850 residential dwelling units, comprised of single-family dwelling units, duplexes, and townhouses and apartments. The Wellness Way PUD gross development density and intensity will not exceed the Comprehensive Plan maximum residential density of 12 dwelling units/acre and 0.25 FAR. The applicant shall provide a table with the current and proposed total cumulative number of residential units, Floor Area Ratio, and Impervious Surface Ratio (ISR) for each phase of development or each site plan review. The Wellness Way PUD Land Use Plan adopted ____ shall govern the land uses and location within the project.
- b. Phasing of Development: The project may be developed in multiple phases. Each phase of development shall have sufficient infrastructure to standalone.
- c. Residential Development Standards: Development standards for the development of residential dwelling units, shall be based on the size of the lot, as indicated in the table below:

Design Item	Duplex	Townhomes	Single Family Detached	
	(feet)	Front Load (feet)	Rear Load (feet)	Front Load (feet)
Minimum Lot Width	50	20	32 – 40	41+ - 70
Minimum Living Area	1,000 sf	1,000 sf	1,200 sf	1,500 sf
Minimum Lot Depth	100	100	110	110
Minimum Front Building Setback	15	15	15	15
Minimum Front Porch Setback	10	10	10	10
Minimum Garage Setback (front/rear) (measured from edge of pavement)	20/20	20/20	20/20	20/20
Minimum Side Yard Setback	5	5	5	5
Setback From Side Street	15	15	15	15
Minimum Rear Yard Setback	20	20	20	20
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	N/A	5	5	5
Rear Setback from Edge of Alley Pavement ¹	N/A	20	20	N/A
Minimum Building Separation	10	10	10	10
Maximum Impervious Surface Ratio (ISR) ²	0.85	0.85	0.75	0.75
Maximum Building Height ³	40	40	40	40

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Setback from Normal High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50	50	50	50
Minimum Front Yard Utility Easement	10	10	10	10
Minimum Side and Rear Yard Drainage and Utility Easement	5	5	5	5

¹Detached garages shall be setback a minimum of 3 feet.

²The maximum allowable ISR for the overall PUD development shall be 0.60. Individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

³ The maximum height for recreational amenity buildings shall be 75 feet.

2. Employment District/Neighborhood Commercial:

- | | | |
|------------------------|--------------------------|-----------------------------------|
| a. Density/Intensity*: | Net Residential Density | not to exceed 30 du/ac per parcel |
| | Net Employment Intensity | not to exceed 0.50 FAR per parcel |

*Overall density may not exceed 12 du/acre and intensity of 0.25 FAR per acre per Policy 1.24 of the City of Clermont Comprehensive Plan.

- b. Phasing of Development: The project may be developed in multiple phases. Each phase of development shall have sufficient infrastructure to standalone.

- c. Permitted Uses: Permitted uses within the Employment District shall be all uses permitted in the C-2 Zoning District of the City of Clermont's Land Development Code. Permitted uses within the Neighborhood Commercial District shall generally be C-1 permitted uses with additional uses for employment based development

- i. Retail businesses which supply commodities on the premises, such as but not limited to the following,
 - Groceries
 - Baked goods or other foods
 - Drugs
 - Dry goods
 - Clothing
 - Decorations
 - Hardware
 - Furniture
 - Appliances
 - Sporting goods
 - Flowers
 - Gas convenience
 - Public storage (inside)
 - Farmer's markets
 - Recreation and entertainment including movie theaters, bowling and arcades
 - Liquor sales

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- Book stores
- Sporting good sales
- Jewelry sales
- Florists
- Similar uses
- ii. Personal service establishments, such as but not limited to
 - Beauty shops or barber shops
 - Tailor or dressmaking shops
 - Shoe repair
 - Music
 - Dancing and photographic studios
 - Dry cleaners
 - Beauty shop
 - Barber shop
 - Spa and salon
 - Nail care
 - Travel agency
 - Similar businesses
- iii. Professional offices,
 - In the Employment District, mixed use buildings
 - doctor offices
 - banks and investment brokers
 - loan companies
 - insurance
 - real estate offices
 - similar businesses
 - veterinarians
 - Architecture/engineering
 - Accountants
- iv. Institutional uses
 - Hospitals and medical facilities
 - clinics, nursing homes, and funeral homes.
 - Adult Living Facilities including skilled nursing, memory care and similar facilities
 - Adult independent living facilities
 - Elementary school per Lake County School Board
 - Nursery schools, kindergartens or child care
 - Churches and places of religious worship
 - Higher education, community college, college, vocational schools, technical schools
 - Libraries
 - Museums
 - Youth organizations

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- v. Residential uses limited to 350 residential units
 - Townhomes
 - Apartments
 - vi. Buildings, structures and uses maintained or operated by City
 - vii. Lodges and clubs
 - viii. Restaurants
 - Sit down restaurants
 - Quick food service restaurants
 - Quick food service restaurants with drive through
 - Food cart vendors
 - Restaurants with outdoor seating
 - ix. Shopping Centers
 - x. Gardens and agriculture
- d. Neighborhood Commercial District Permitted Building Sizes: The following building sizes are permitted in the Neighborhood Commercial District (east side of Hancock Road):
- Shopping centers with a maximum aggregate of 100,000 square feet with a food store of no more than 60,000 square feet. Only once such center is permitted in the Neighborhood Center District. Any other shopping centers are a Conditional Use.
 - Buildings of up to 16,000 square feet.
- One of each of these uses is permitted only in the Neighborhood Commercial District. Any additional requests will require the Conditional Use process.
- e. Conditional Uses
- i. Conditional uses are not required for the uses listed under permitted uses in (c).
 - ii. Conditional uses other than those listed above shall follow the C-2 Zoning District standards.
 - iii. In case of uncertainty of the classification of any use, a determination shall be made by the Planning and Zoning Commission and approval by the City Council finding the use is not more obnoxious to the district than uses provided in this section. All conditional uses must be provided per Chapter 85, Article III, Division 3.
- f. Employment District Development Standards: Development within the Employment District parcels shall comply with the C-2 General Commercial District development standards listed in Division 11 of the City of Clermont Land Development Code.
- g. Neighborhood Commercial District Development Standards: Development within the Neighborhood Commercial District shall comply with the standards listed below,

	Commercial	Employment	Townhome	Apartment
Building Height	35 ft/2-stories	35 ft/2-stories	35 ft/2-stories	45 ft/3-stories
Max Impervious	75%	75%	70%	75%

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Max Lot Coverage	75%	75%	70%	75%
Building Separation	N/A	N/A	5 ft	20 ft

- h. Land Use Conversion Matrix: Land uses within the Employment District and Neighborhood Commercial District shall be converted per the rates listed below,

	1,000 SF Commercial	1,000 SF Employment	1 Du Townhome	1 Du Apartment
Commercial		3.86	32.14	40.91
Employment	0.06		1.79	2.27
Townhomes	0.03	0.56		1.27
Apartment	0.05	0.44	0.79	

Maximum conversion shall be 50% of the land use total.

- i. Parking Standards: Parking shall be proved per Section 98-14 of the City of Clermont Land Development Code.
- j. Yard Setbacks: The following yard setbacks shall apply to the Employment District and Neighborhood Commercial District,
- (1) Front yard. Property adjacent to U.S. Highway 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.
 - (2) Side yard. The minimum side yard setback shall be 12 feet. On corner lots, a side yard setback of 50 feet shall be maintained on U.S. Highway 27 and a side yard setback of 25 feet shall be maintained from all other streets and 12 feet on the interior side yard. However, a side setback of 25 feet shall be maintained on the side adjacent to property that is either zoned or used as residential.
 - (3) Rear yard. The minimum rear yard setback shall be 25 feet except where a rear yard abuts U.S. Highway 27, a setback of 50 feet shall be maintained. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.
 - (4) Buffer strip. When a conditional or commercial use abuts a residential use, the conditional or commercial use shall provide a landscaped buffer strip along the abutting property line unless the residential use is within the Employment District boundaries.
 - (5) Other setbacks. All yard setbacks for principal buildings shall be a minimum of 25 feet from established high-water marks. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

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- k. Floor space: Any business establishment or structure proposing to occupy more than 16,000 square feet of floor space shall require a conditional use permit with the exception of instances listed in e. Conditional Uses.

Section 6 – Open Space

1. A minimum of 10% of the gross acreage of the PUD shall be provided as open space in accordance with the Comprehensive Plan and Land Development Code (LDC), as amended.
2. A minimum of 4% of the gross acreage of the PUD shall be provided as recreation in accordance with the Comprehensive Plan and Land Development Code (LDC).
3. Open Space/Recreation areas shall be provided in the form of useable parks, playgrounds, tot lots, community gardens, stormwater ponds, wetlands, buffers, multi-use trails or similar related use areas.
4. Open Space amenities shall qualify as neighborhood centers and will be owned, operated and maintained by the HOA.
5. Each park or amenity area shall be required to have pedestrian and bicycle connections for the residents.
6. Stormwater ponds with pedestrian trails shall contribute up to one third (1/3) the required four (4) percent recreation area.
7. Amenities such as benches, and/or picnic tables, gazebos, overlooks or similar improvements must be included with trails to qualify as part of the calculated parks and community amenities requirement.

Section 7 – Landscaping, Buffering, and Screening

1. Buffers shall be provided consistent with Section 118-73 of the City of Clermont LDC. Interior landscape buffers between abutting property boundaries may have a shared ten (10) foot wide landscape buffer with a five (5) foot wide buffer on each lot to achieve a minimum ten (10) foot wide buffer.
2. No landscaping buffer is required along the perimeter of the PUD adjacent to wetlands, open water and conservation areas.
3. A waiver to Section 118-71(1) of the Land Development Code is granted in order to allow street trees within the right-of-way along the frontage of a residential lot to count toward the

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minimum number of required trees on the lot and to allow such trees to be less than six feet from curbs and sidewalks as long as a minimum of five feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.

4. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.

Section 8 – Environmental:

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
2. Wetlands onsite have been placed in a conservation easement. Areas placed in a perpetual conservation easement are shown in the Corrective Conservation Easement, which has been recorded in Lake County Official Records Book XXXX, Pages XXXX-XXXX.
3. Grading shall be completed in accordance with the approved Cut and Fill Analysis for the project set forth in Exhibit 1.

Section 9 – Environmental Services:

1. The developer shall connect to the existing City potable water, sanitary sewer and reclaimed water (when available) systems at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.
3. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to the City.
4. The Developer shall be responsible for all costs of on-site and off-site improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
5. Any existing dedicated City of Clermont utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the Developer shall prepare plans, permit the project and construct the modification at the Developer's expense.

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6. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to the City, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the City.
7. The City may require a looped system to provide reliability and redundancy to the property.
8. The project shall be plumbed for reuse water with purple piping to irrigate all uses.
9. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
10. Drainage/Stormwater Management: The Developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. A lawfully created Community Development District or other entity acceptable to the City, shall be responsible for maintenance of all private stormwater ponds and drainage systems and improvements. Unless otherwise provided in the approved plans or plat for the Project, or in a separate agreement approved by the City, all such improvements located on the private property, including, streets, roads and bike or pedestrian paths, shall be maintained by the Community Development District or other entity acceptable to the City.
11. 10' utility lateral line easements may be used in lieu of 15' in order to accommodate standard 10' building separation.
12. Lift station access may utilize 20' easement over access ways to connect to public dedicated road.
13. Bulkheads, walls, or non-turf vegetation slope stabilization may be used for stormwater retention side slopes.
14. To the extent that any water, sewer or reclaimed improvements provide capacity additional to that is required to serve the Project, the Developer reserves its rights, pursuant to Section 2-267 – Credits, of the City Code, to enter into an impact fee agreement with the City which shall provide for the establishment of credits and payment of impact fees in a specified manner and time. The terms and conditions of an impact fee agreement between the Developer and the City may replace or supersede the conditions contained in this PUD.

Section 7 – Transportation Improvements/Access Management:

1. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements, including but not limited to, a traffic/transportation impact study reviewed and approved by Lake-Sumter Metropolitan Planning Organization. The Developer shall timely complete all required mitigation and other improvements as may be applicable.

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2. The Developer shall enter into a Transportation Impact Fee Credit agreement with Lake County and the City of Clermont by [REDACTED], which should be based upon Exhibit 5 – Wellness Way Transportation Impact Study/Proportionate Share. The Agreement shall require the Developer to fund improvements for ConservII right-of-way, design and permitting of roadways and/or construction of roadways for Transportation impact fee credits based upon the following priorities:
 - i. Payment in escrow to Lake County for the acquisition of the four-lane right-of-way from Conserv for Wellness Way;
 - ii. Design and permitting of Wellness Way from US 27 to the Orange County line as a four-lane roadway;
 - iii. Construction of Wellness Way from Hancock Road to the Orange Countyline as the first two lanes of the ultimate four lane roadway;
 - iv. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Hancock Road;
 - v. Design and permitting of Hancock Road from Wellness Way to the northern boundary of the Conserv property as a four lane roadway;
 - vi. Construction of Hancock Road from Wellness Way to the entrance of the Fuqua project south of Hartwood Marsh Road as the first 2-lanes of the ultimate 4-lane roadway;
 - vii. Construction of the 3rd and 4th lanes of Wellness Way from US 27 to the Hancock/Schofield intersection;
3. The Developer will be responsible for their proportionate share of traffic signals, when warranted, at the time of construction for intersections that serve the project, including Wellness Way. The proportionate share shall be based upon the actual cost of traffic signals at the time they are constructed.
4. The Community Development District or Property Association shall be responsible to maintain all landscaping, hardscaping, traffic control devices, and stormwater conveyance systems on all private streets and the planned Wellness Way.
5. Private drive aisles, private access ways, private easements for vehicular use shall not be required to be platted or re-platted.
6. For intersections on private streets, angled right-of-way lines in lieu of 25' radius may be used to accommodate fencing and building walls.
7. Curb radii internal to development for streets or access ways may utilize a 10' curb radii to promote traffic calming and pedestrian intersection and crossing safety.
8. Street dimensions may be used in accordance with the PUD Exhibit 4 Right-of-Way Street Cross Section for street sections for private “local” street types internal to the development, provided however final engineering plans are reviewed and approved by the City.

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- a. A waiver to Section 110-193 of the Land Development Code is granted to allow a minimum right-of-way width of fifty (50) feet for local streets.

9. Sidewalks/Streets:

- a. Sidewalks to be constructed on both sides of residential and commercial streets.
- b. Context sensitive street design standards/solutions as published by AASHTO & ITE shall be utilized for private streets and right-of-way within the boundary of the PUD where the design speed is 30 mph or under and City referenced Florida Department of Transportation highway standards and specifications do not align with low speed street design.
- c. A waiver to Section 110-192(1) of the Land Development Code is granted to allow private streets with gates. Streets within the development will be gated and will be maintained by the developer or Home Owners Association.
- d. A waiver to Section 110-195(b) of the Land Development Code is granted to allow construction of 20-foot-wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained, unless greater distances are warranted by fire code.

10. Parking:

- a. Parking spaces may be reduced to 9' x 18' providing 162 square feet.
- b. The PUD may be developed using shared parking methodology, as determined by the Developer and reviewed and approved by the Site Review Committee.

11. The project development program can be modified based on the Wellness Way PUD Equivalency-Trip Conversion Matrix contained in Exhibit 1. Any change in the development program mix will require the converting average daily trips between land uses based on the matrix. The matrix is designed to equate land uses based on equivalent traffic impacts such that use of the matrix should not impact the overall traffic impact of the project. The following are limitations on the use of the trip conversion matrix included in Exhibit 1, without amending the PUD:

- a. No more than fifty percent (50%) of each land use category located within the Employment and Neighborhood Commercial districts may be converted.
- b. No more than 350 multi-family units may be developed using the Wellness Way PUD Equivalency-Trip Conversion Matrix within the Employment and Neighborhood Commercial districts.

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12. Street lighting shall be included for all PUD internal roadways and along Wellness Way and Hancock Road adjacent to the project. The Developer shall coordinate with the power utility provider for the installation and placement. The Developer shall be responsible for the cost of installation.
13. The Developer shall coordinate with the City, Lake County, and any other State Agencies in the placement and designing of a multi-purpose trail along the project's boundary as shown within in Exhibit 1 PUD Land Use Plan.

Section 8 – Signs

1. Signage shall be developed in accordance to Chapter 102 where applicable, unless a specific waiver from the Land Development Code is granted.
2. A waiver from Section 102-12(b)(1) of the Land Development Code is granted to allow a minimum setback of twenty (20) feet from the right-of-way of US 27 and Wellness Way to the off-site ground sign.
3. A waiver from Section 102-15(e)(4) of the Land Development Code is granted to allow a single off-site sign identifying the subdivision at the southeast corner of the intersection of Wellness Way and US 27 meeting the following standards:
 - a. Maximum sign area = 50 square feet
 - b. Maximum sign height = 15 feet (ornamental architectural elements permitted up to thirty (30) feet height for no more that fifty (50) percent of the sign width)
 - c. Sign setbacks = 20 feet from US 27 and 20 feet from Wellness Way (Shell Pond

Section 9 – School Concurrency

School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.

Section 10 – Concurrency Management Requirements

Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.

Section 11 – Development Review and Approval

1. Prior to the issuance of permits, the developer shall be required to submit a Preliminary Plat, Construction Plans, and Final Plat generally consistent with Exhibit 2 - Conceptual Plan, prepared by VHB, dated X/XX/2019 for review and approval in accordance with the Comprehensive Plan and Land Development Code, as amended.
2. Expiration of applicable incremental development orders or project development agreement

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shall not occur prior to the expiration of the PUD which shall not be less than five (5) years after the planned last phase of the development program.

Section 12 – Future Amendments to Statutes, Code, Plans, and/or Regulations

The specific references in this PUD to the Florida Statutes, Florida Administrative Code, City Comprehensive Plan, and City Land Development Code shall include any future amendments to the statutes, code, plans, and/or regulations.

Section 13 – Additional Conditions

1. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this PUD. Any other proposed use must be specifically authorized by the Clermont City Council.
2. This PUD shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
3. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.
4. The transfer of ownership or lease of any or all of the property described in this PUD shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this PUD and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.

Section 14:

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2019-XX

Location map:

DRAFT

CITY OF CLERMONT
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DRAFT

CITY OF CLERMONT
ORDINANCE No. 2019-XX

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of September, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
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Exhibit 1: Wellness Way PUD Land Use Plan

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CITY OF CLERMONT
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Exhibit 2: Wellness Way PUD Conceptual Site Plan

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Exhibit 3: Wellness Way PUD Architectural Elevations



Townhome Elevations – For illustrative purposes only



Single Family Elevation #1 – For illustrative purposes only

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Exhibit 3: Wellness Way PUD Architectural Elevations



Single Family Home Elevation #2 – For illustrative purposes only



Single Family Home Elevation #3 – For illustrative purposes only

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Exhibit 3: Wellness Way PUD Architectural Elevations



Single Family Home Elevation #4 – For illustrative purposes only



Single Family Home Elevation #5 – For illustrative purposes only

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Exhibit 3: Wellness Way PUD Architectural Elevations



Single Family Home Elevation #6 – For illustrative purposes only



Single Family Home Elevation #7 – For illustrative purposes only

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Exhibit 4: Wellness Way PUD Right-of-Way Standards and Cross Sections

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Exhibit 5: Wellness Way PUD Transportation Impact Study/Proportionate Share

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, October 22, 2019

Agenda Item Name

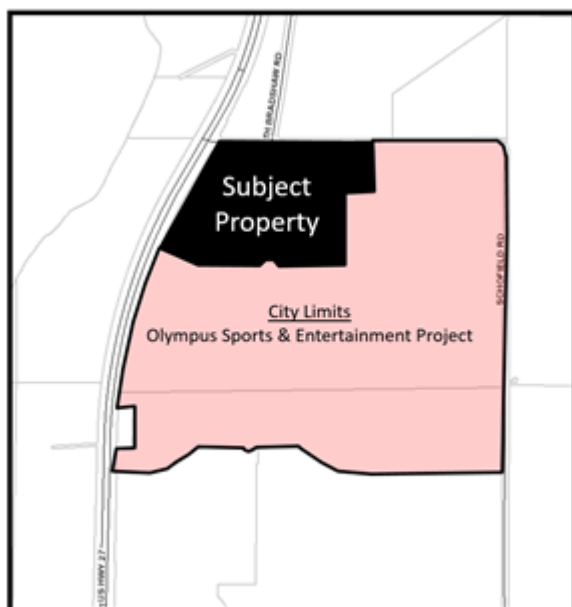
Ordinance No. 2019-02 *Final*
Clonts Groves

Requested Action

Recommend approval of Ordinance 2019-02.

Staff Report

The applicant, Clonts Groves, is requesting voluntary annexation of the subject property by adjacency to the City limits. The property, approximately 55 acres, is located southeast of the intersection of US Hwy 27 and Schofield Road. This request is being heard concurrently with a request for a Large-Scale Comprehensive Plan Amendment. The property has been historically used for agricultural uses.



The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting City services for the project, in which the City can fully serve. The property is contiguous with the City limits along the east and southern property line of the subject property, which is the recently annexed Olympus Sports & Entertainment project.

The related request for a comprehensive plan amendment would change the future land use from Lake County's Wellness Way Area Plan 1 designation to the City's Master Planned Development. The annexation would assign the default zoning in the City to Urban Transition. The applicant is not requesting a rezoning at this time.

The proposed annexation is consistent with the City's plans for municipal expansion south to include portions of the Wellness Way area. The City and County are working closely to coordinate master infrastructure and job creation efforts in the area. The Central Florida Expressway authority is also conducting preliminary studies for a new expressway corridor that would connect US 27 in Lake County to SR 429 in Orange County. Since the subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property, and is within the ISBA and the JPA; staff recommends approval of the annexation.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Clonts ANN ORD 2019-02 Formatted | Clonts ANN ORD 2019-02 Formatted.doc |
| 2. | Clontz Maps | Clontz Maps.pdf |
| 3. | Clonts Corner Survey | Clonts Corner Survey.pdf |
| 4. | Clontz Annex Application | Clontz Annex Application.pdf |
| 5. | ANN Legal Ad Clonts Groves ORD 2019-02 | ANN Legal Ad Clonts Groves ORD 2019-02.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2019-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

All of Tract 44, a portion of Tracts 35, 36, 37, 39, 40, 41, 45 and 46, a portion of that certain un-improved 30.00 foot platted right of way lying South of Tracts 41, 44-46, 48 and a portion of that certain partially un-improved 30.00 foot platted Right of Way lying West of Tracts 36 and 45; said Tracts and un-improved Rights of Way lying within the Plat of Monte Vista Park Farms, as recorded in Plat Book 2, Page 27, Public Records of Lake County, Florida, lying East of US Highway 27, South of Schofield Road in Section 21 Township 23 South, Range 26 East being more particularly described as follows:

Commence at the Northeast Corner of the Southeast 1/4 Of Said Section 21; Thence S89°30'42"W Along The North Line of the Southeast 1/4 of said Section 21, a distance of 1424.92 feet; thence departing said South line run S00°13'39"E, a distance of 48.00 feet to a point on the South right of way line of Schofield road (a variable width county maintained right of way) and the Point of Beginning; thence S89°30'42"W along said South Right of Way Line, a



CITY OF CLERMONT
ORDINANCE NO. 2019-02

distance of 1693.90 feet to a Point on the Easterly Right Of Way Line of US Highway 27 also known as State Road 25 (a variable width Right of Way per Florida Department of Transportation Right Of Way Map FP NO. 238422 1 Dated: November 8, 2005); thence run along said Easterly Right of Way the following five (5) courses and distances: thence S29°58'09"W, a Distance of 87.46 feet; thence N59°58'28"W, a distance of 14.98 feet; thence S29°56'43"W, a distance of 449.91 feet; thence N59°59'46"W, a distance of 4.97 feet; thence S29°56'22"W, a distance of 68.87 feet to a Point of Curvature of a Curve Concave Southeasterly, having a Radius of 5579.01 feet, a Central Angle of 06°56'55", a Chord Bearing of S26°27'55"W and a Chord Distance of 676.18 feet; thence run Southwesterly along the arc of said curve a distance of 676.59 feet to the end of said Curve; thence departing said Easterly Right of Way Line run S67°38'24"E, a distance of 469.15 feet; thence S89°50'54"E, a distance of 664.70 feet to a point on a Non-Tangent Curve, Concave Southerly, having a Radius of 90.00 feet, a Central Angle of 120°00'00", a Chord Bearing of S89°52'26"E and a Chord Distance of 155.88 feet; thence Easterly along the Arc of said Curve a Distance of 188.50 feet to the end of said Curve; thence S89°54'20"E, a distance of 724.09 feet; thence N00°06'56"E, a distance of 771.53 feet; thence S89°53'03"E, a distance of 337.15 feet; thence N00°13'39"W, a distance of 546.00 feet to the Point Of Beginning.

Containing: 2,399,470 square feet or 55.08 acres more or less.

LOCATION

2 miles south of Hartwood Marsh Road, East of US 27 at the Schofield Road intersection

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

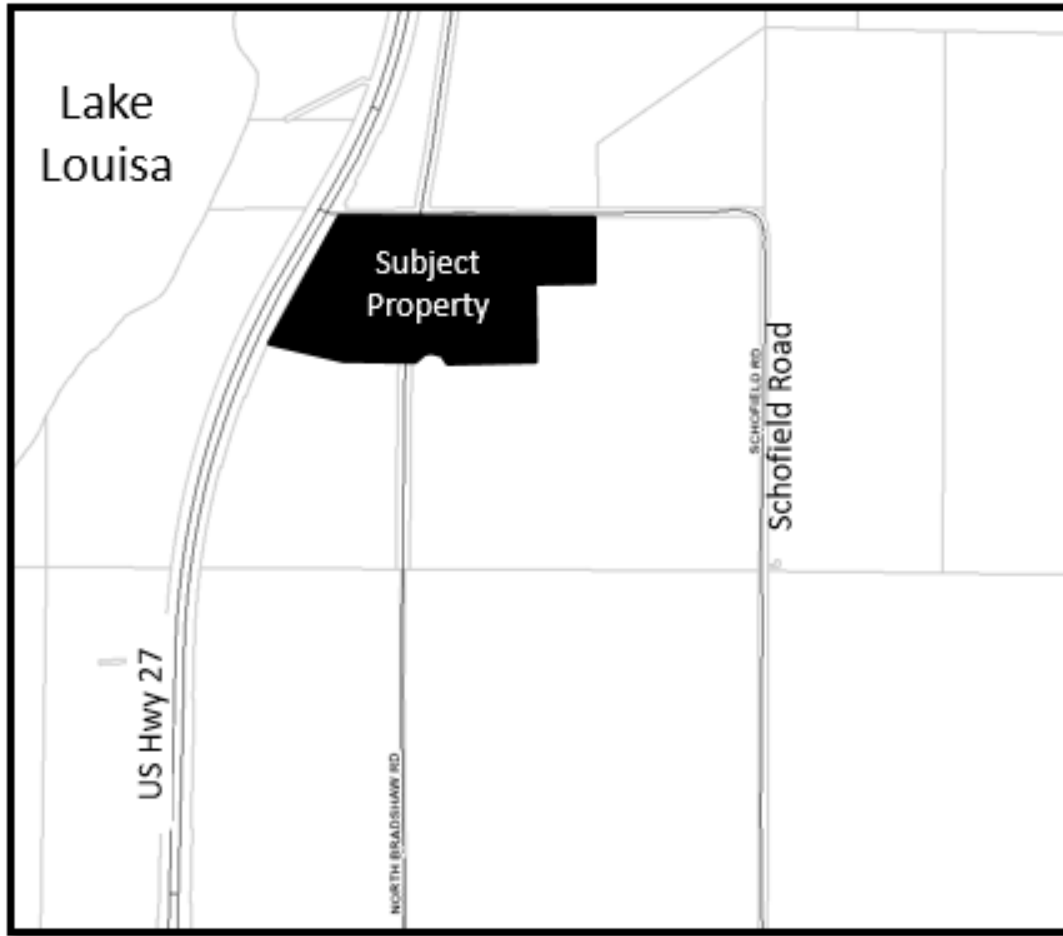
SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-02

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 22nd day of October, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

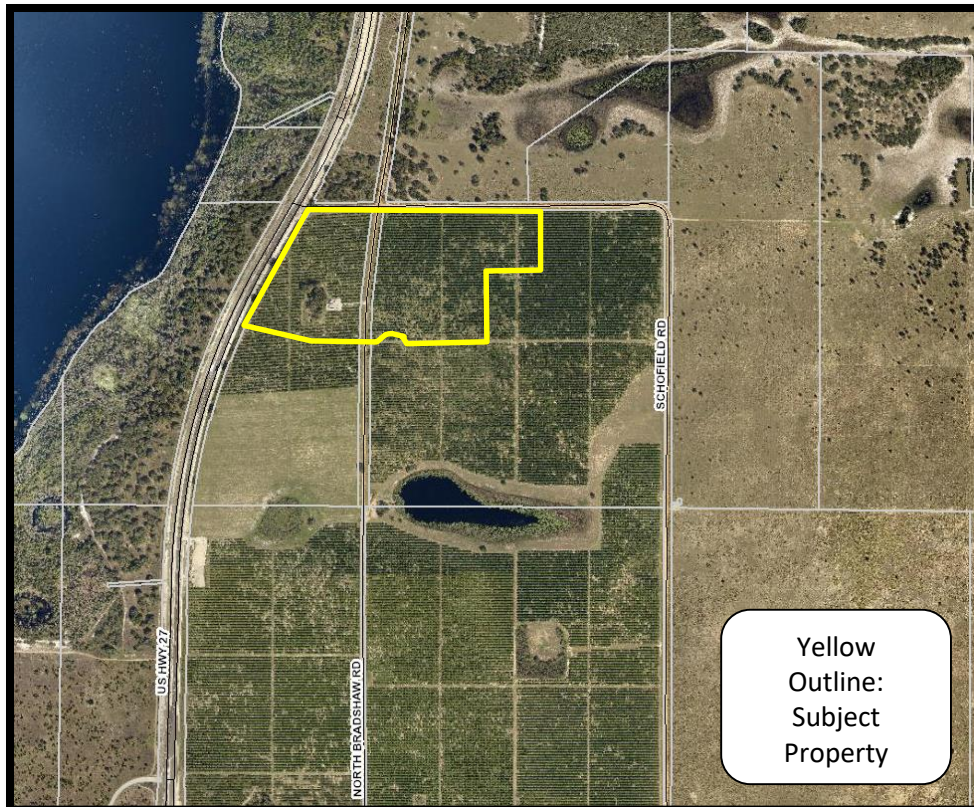
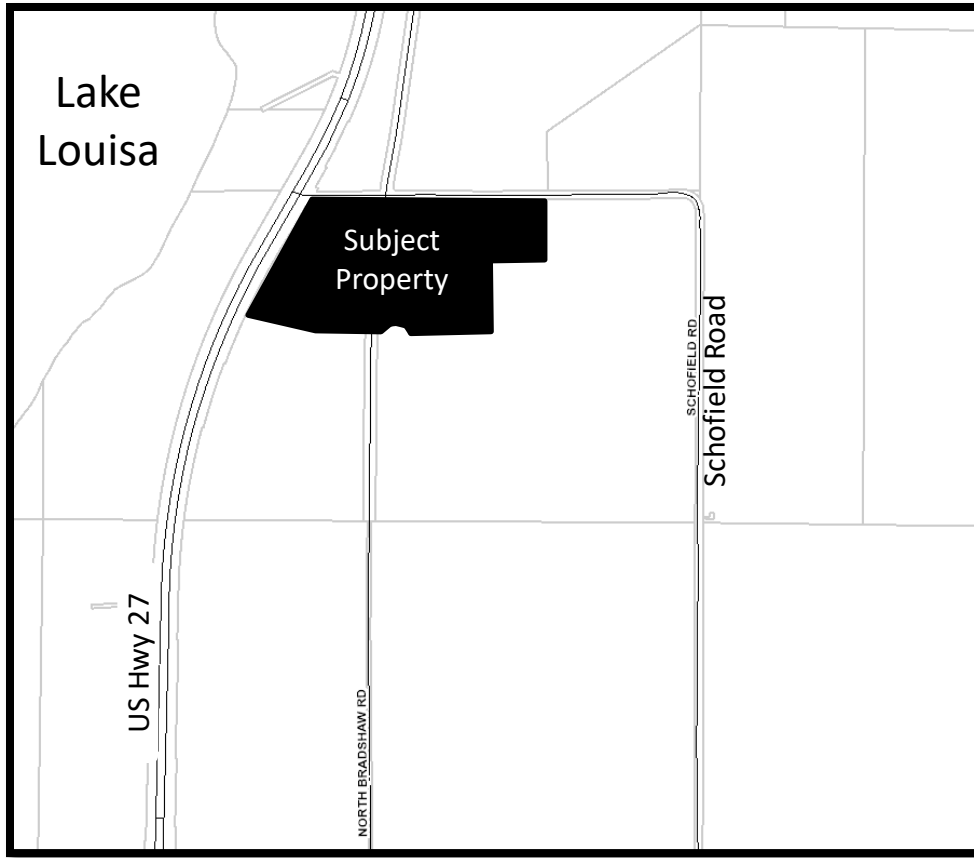
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Clonts Groves



Future Land Use Map–Clonts Groves

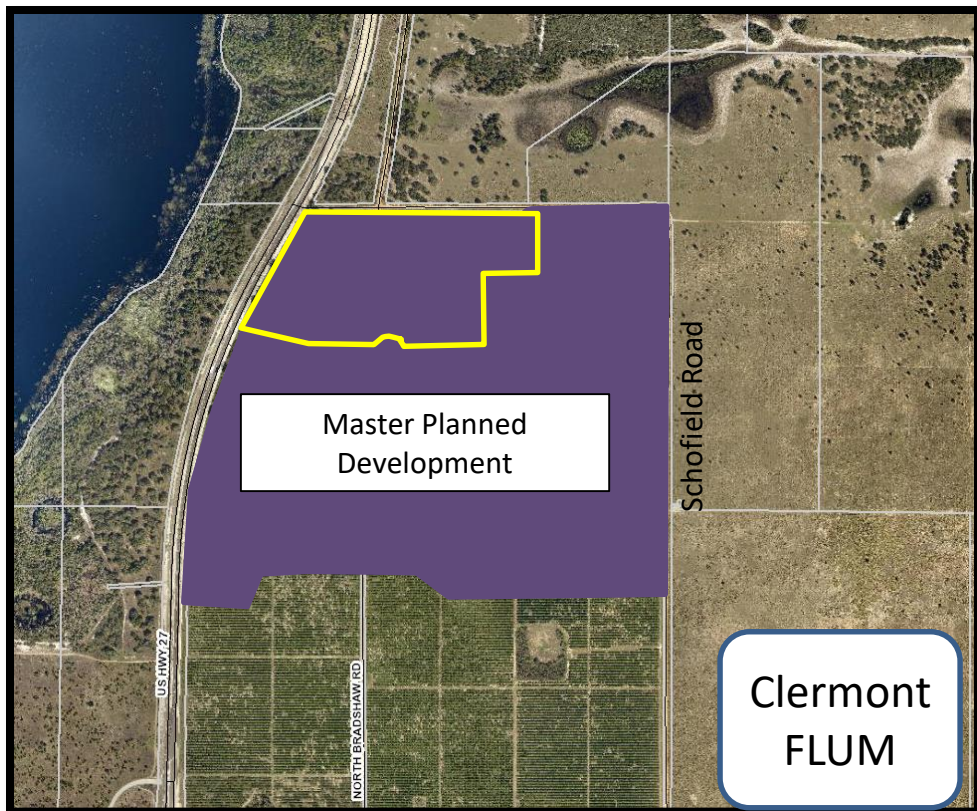
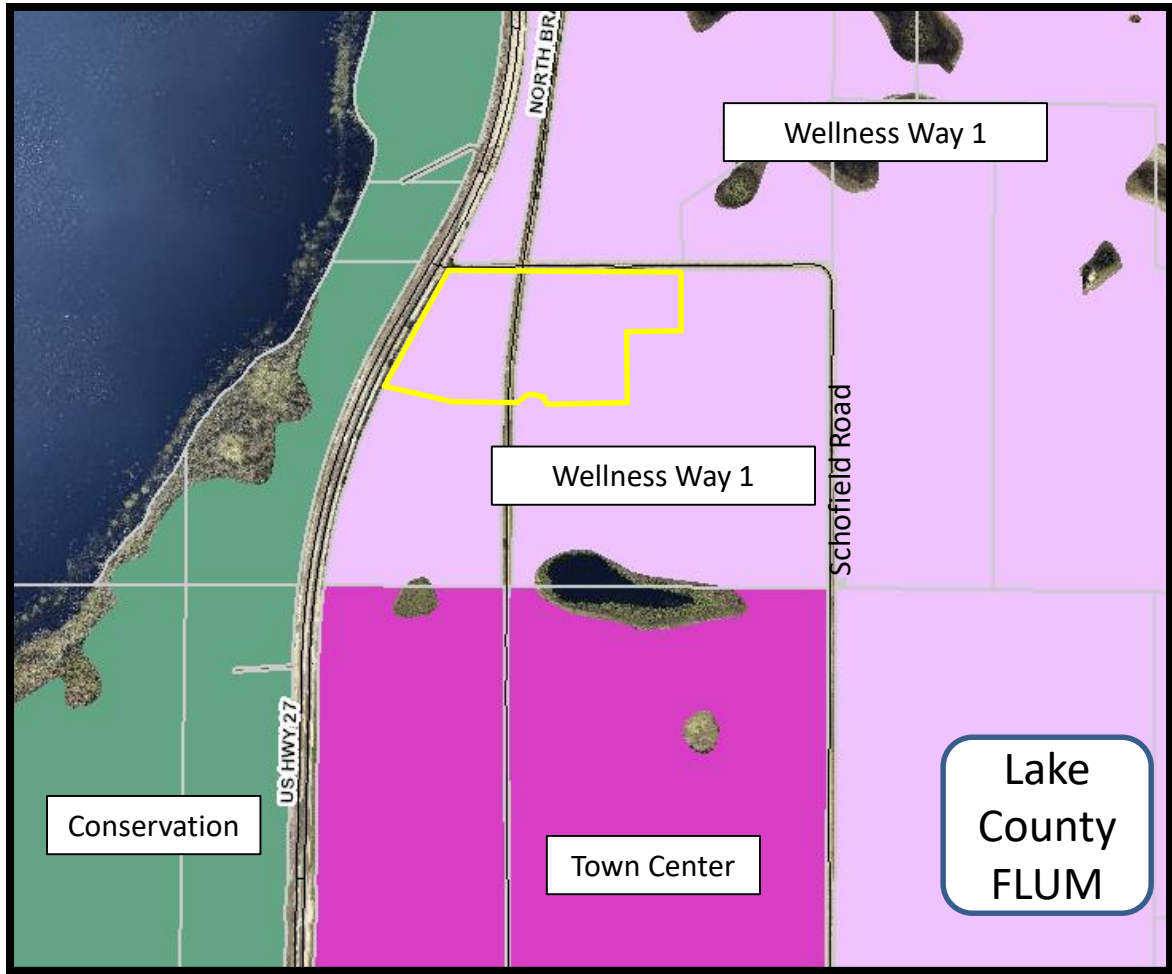
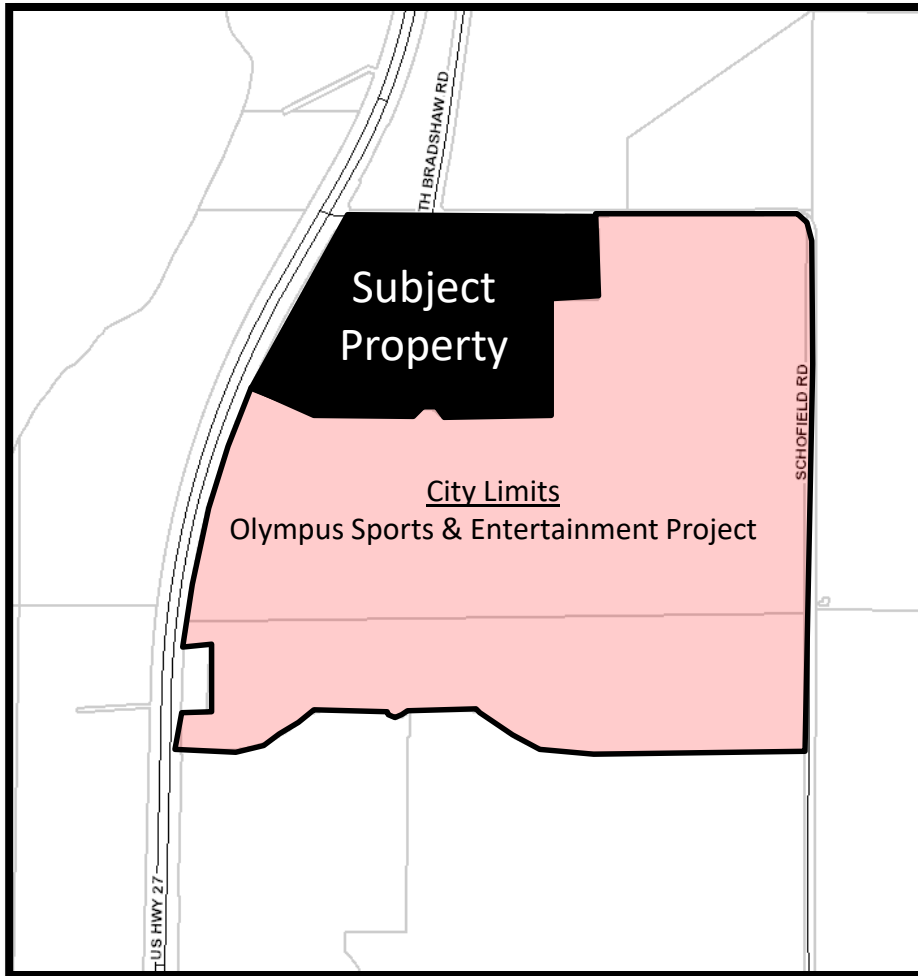


Exhibit - Annexation Map –Clonts Groves



Drawing name: S:\Employee Mike Phillips\Autocad\12102\Olympus_NW_subdiscy.dwg Sheet 1 Sep 27, 2018 12:36pm by: mphilips

ALTA/NSPS LAND TITLE SURVEY

-FOR-

REX CLONTS

LEGAL DESCRIPTION:

ALL OF TRACT 44, A PORTION OF TRACTS 35, 36, 37, 39, 40, 41, 45 AND 46, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND A PORTION OF THAT CERTAIN PARTIALLY UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING WEST OF TRACTS 36 AND 45; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 48.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1693.90 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'09"W, A DISTANCE OF 87.46 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 546.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,399,470 SQUARE FEET OR 55.08 ACRES MORE OR LESS.



VICINITY MAP
NOT TO SCALE

SURVEY NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS ESTABLISHED BY THE TRIMBLE VRS GEODETIC NETWORK AND DERIVING A BEARING OF S89°30'42"W ALONG THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 12069C0675E, LAKE COUNTY, FLORIDA, EFFECTIVE DATE OF DECEMBER 18, 2012, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND DOES NOT LIE WITHIN A FLOOD HAZARD AREA.
- UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
- WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
- THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.
- THE NORTH RIGHT OF WAY LINE OF SCHOFIELD ROAD AS SHOWN HEREON IS PER THE LAKE COUNTY PROPERTY APPRAISER WEBSITE. NO PUBLIC RECORDINGS WERE PROVIDED TO THIS FIRM FOR THE PORTION OF THE MAINTAINED ROADWAY BY LAKE COUNTY, FLORIDA.
- NORTH BRADSHAW ROAD SHOWN HEREON IS A 20.00 FOOT WIDE GRADED DIRT ROAD MAINTAINED BY LAKE COUNTY, FLORIDA. LAKE RIGHT OF WAY DEPARTMENT DOES NOT HAVE ANY PUBLIC DEDICATION RECORDINGS FOR THIS ROADWAY AND IT APPEARS THAT THE INTENT OF SAID ROADWAY TO RESIDE WITHIN THE UN-NAMED PLATTED RIGHT OF WAY SHOWN ON THE PLAT OF MONTE CRISTO AS REFERENCED HEREON.

SURVEYOR'S CERTIFICATE:

TO OLYMPUS SPORTS & ENTERTAINMENT GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY; CLONTS GROVES, INC, A FLORIDA CORPORATION; SHUTTS & BOWEN LLP; AKERMAN, LLP; FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 8, 9, 10, 11, 13, 14, 16, 17, 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 08/10/2018

DATE OF PLAT OR MAP: 08/10/2018

I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. 1S 5381

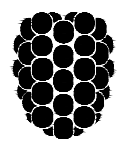
DATE

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS	NO.	NUMBER	FLAG POLE
AC	ACRES	(NR)	NON-RADIAL	MAIL BOX
A/C	AIR CONDITIONER	ORB	OFFICIAL RECORDS BOOK	HAND-CAP PARKING
ADS	ADVANCE DRAINAGE SYSTEM PIPE	OHU	OVER-HEAD UTILITIES	BOLLARD
ASPH	ASPHALT PAVEMENT	(P)	PLAT	CENTRAL ANGLE
BWF	BARBED-WIRE FENCE	P.B.	PLAT BOOK	BREAK LINE
(C)	CALCULATED	PC	POINT OF CURVATURE	SET 4"x4" CM (LB 8011)
C&G	CURB & GUTTER	POC	POINT OF COMPOUND CURVATURE	FOUND 4"x4" CM (AS NOTED)
CB	CHORD BEARING	PCM	POURED CONCRETE MONUMENT	SET N/D (LB 8011)
CH	CHORD DISTANCE	PCP	PERMANENT CONTROL POINT	FOUND N/D (AS NOTED)
CL	CENTER LINE	PG(S)	PAGE/PAGES	SET 5/8" IRC (LB 8011)
CLF	CHAIN-LINK FENCE	PI	POINT OF INTERSECTION	FOUND IRON ROD (AS NOTED)
CM	CONCRETE MONUMENT	PLS	PROPERTY LINE	FOUND IRON PIPE (AS NOTED)
CMP	CORRUGATED METAL PIPE	P.O.B.	PROFESSIONAL LAND SURVEYOR	FOUND RAIL ROAD SPIKE (AS NOTED)
CONC.	CONCRETE	P.O.C.	POINT OF BEGINNING	FOUND "X" CUT
CTV	CABLE TELEVISION	P.O.C.	POINT OF COMMENCEMENT	BENCHMARK (AS NOTED)
(D)	DEED	POC	POINT ON CURVE	AIR CONDITIONER
D.B.	DEED BOOK	PRC	POINT OF REVERSE CURVATURE	CABLE TELEVISION RISER BOX
D.E.	DRAINAGE EASEMENT	PRM	PERMANENT REFERENCE MONUMENT	ELECTRIC JUNCTION BOX
EL	ELEVATION	PSM	PROFESSIONAL SURVEYOR MAPPER	TELEPHONE RISER BOX
ELEC	ELECTRIC	PT	POINT OF TANGENCY	UTILITY RISER BOX
ESMT	EASEMENT	PVC	POLYVINYL CHLORIDE PIPE	WATER METER
E/P	EDGE OF PAVEMENT	R	RADIUS	WIRE PULL BOX
F	APPROXIMATE EDGE OF WATER	(R)	RADIAL	TRAFFIC SIGNAL BOX
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	ROM	ROUND CONCRETE MONUMENT	ELECTRICAL TRANSFORMER
F.F.	FINISHED FLOOR	R/W	RIGHT OF WAY	WOOD UTILITY POLE
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP	RCR	REINFORCED CONCRETE PIPE	CONCRETE UTILITY POLE
FVC	FENCE	REC	RECOVERED	METAL UTILITY POLE
FND	FOUND	SEC	SECTION	TRAFFIC SIGNAL POLE
HDPE	HIGH DENSITY POLYETHYLENE PIPE	SRF	SPLIT RAIL FENCE	GUY POLE
HWF	HOG-WIRE FENCE	SS	SANITARY SEWER	GUY ANCHOR
ID	IDENTIFICATION	T/B	APPROXIMATE TOP OF BANK	LIGHT POLE
INV	INVERT ELEVATION	T/S	APPROXIMATE TOE OF SLOPE	FLOOD LIGHT
IP	IRON PIPE	TBM	TEMPORARY BENCH MARK	CATCH BASIN/DROP INLET
IR	IRON PIPE & CAP	U/E	UTILITY EASEMENT	CLEAN OUT
IRC	IRON ROD	(TYP)	TYPICAL	STORM MANHOLE
LB	ARC LENGTH	WF	WOOD FENCE	ELECTRIC METER
(M)	MEASURED	WIF	WROUGHT IRON FENCE	SANITARY MANHOLE
M.B.	MAP BOOK	WPF	WOOD PRIVACY FENCE	TELEPHONE MANHOLE
MES	MITERED END SECTION	W/	WITH	WELL
NAVd	NORTH AMERICAN VERTICAL DATUM	WV	WATER VALVE	FIBER-OPTIC CABLE MARKER
NGVD	NATIONAL GEODETIC VERTICAL DATUM	WV	GAS VALVE	GAS LINE MARKER
N/D	NAIL & DISK	WV	WATER VALVE	SINGLE POLE SIGN
		WV	WATER VALVE	DOUBLE POLE SIGN
		WV	WATER VALVE	WETLAND FLAG
		WV	WATER VALVE	RECLAIMED WATER VALVE
		WV	WATER VALVE	RECLAIMED WATER METER
		WV	WATER VALVE	BURIED FIBER OPTIC MARKER
		WV	WATER VALVE	BURIED ELECTRIC MARKER

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
N/A	03/14/18		ADDRESS AKERMAN COMMENTS	WDD
N/A	04/10/18	MRP	ADDRESS SHUTTS COMMENTS	WDD
	05/16/18		ADDED WETLANDS	WDD
N/A	09/27/18	MRP	REVISED LEGAL DESCRIPTION	WDD



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

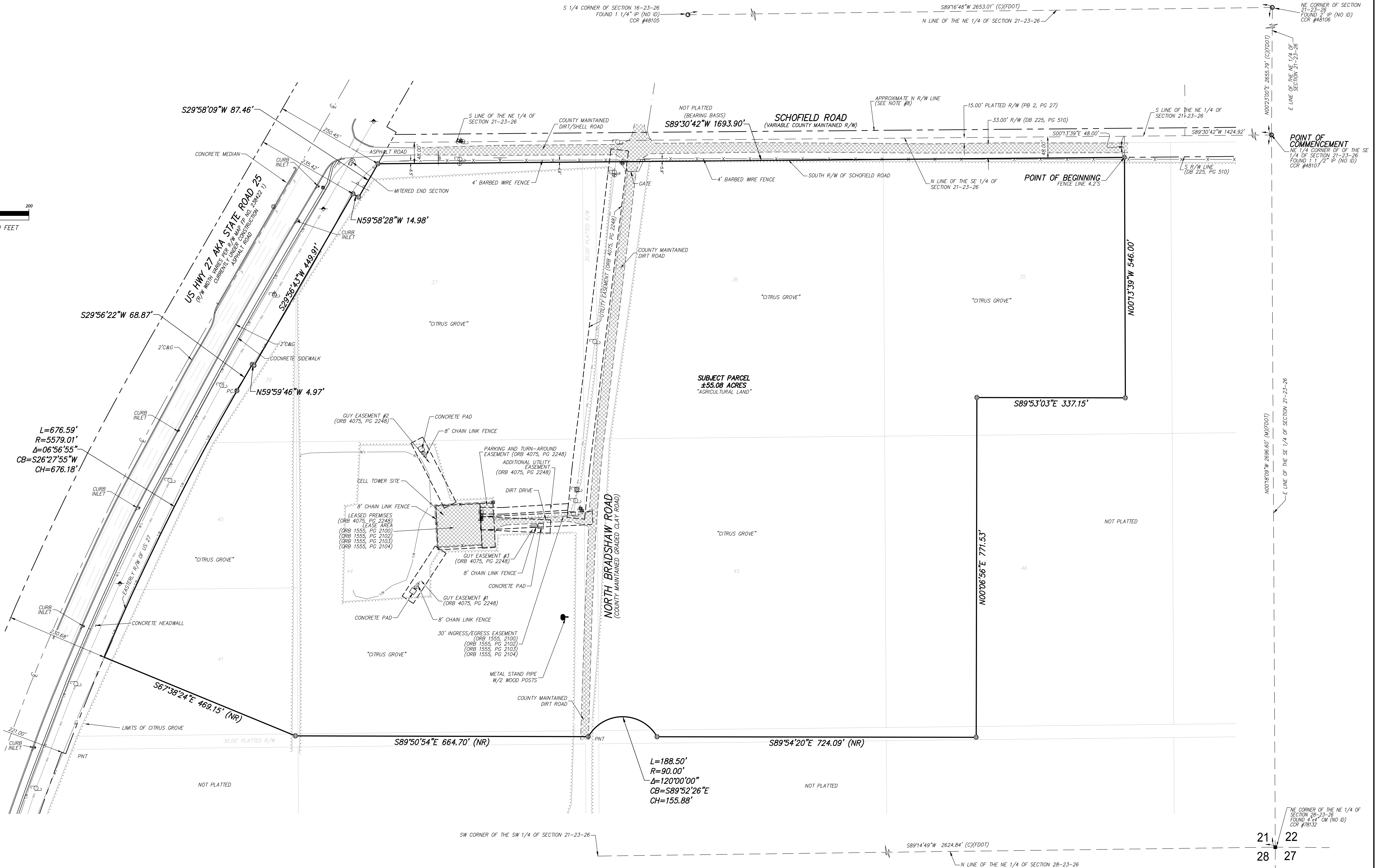
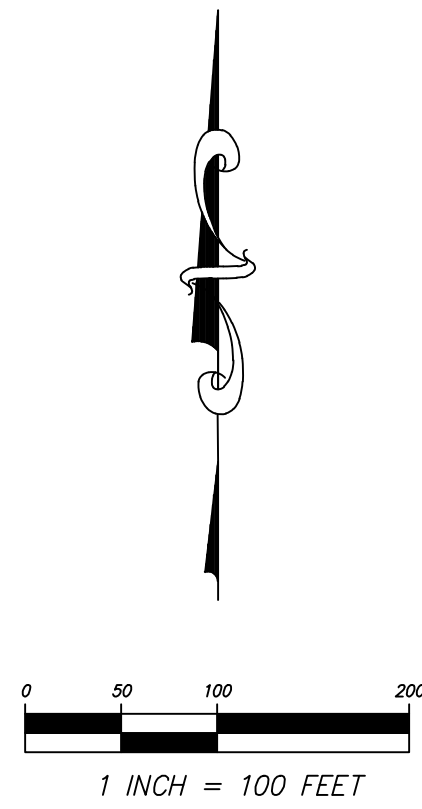
A PORTION OF
SECTION 21, TOWNSHIP 23
SOUTH, RANGE 26 EAST

LAKE COUNTY, FLORIDA

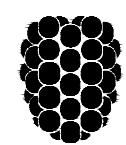
PLAT OF BOUNDARY SURVEY
-FOR-
REX CLONTS

FB/PG		FIELD DATE		PROJECT NO. 50105422	1 OF 2
21,28-23-26 / 7		08/10/18			
DRAWING DATE		BY	APPROVED	SCALE N/A	
08/10/18		MRP	WDD		

Drawing name: S:\Employee Mike Phillips\Autosave\Autosave\12292 Olympus NW subdty.dwg Sheet: 2 Sep 27, 2018 12:13pm by: mphilips



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
N/A	09/27/18	MRP	REVISED LEGAL DESCRIPTION	WDD



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PLAT OF BOUNDARY SURVEY
-FOR-
REX CLONTS

FB/PG		FIELD DATE		PROJECT NO. 50105422	2 OF 2
21,28-23-26 / 7		08/10/18			
DRAWING DATE	BY	APPROVED	SCALE 1" = 100'		
08/10/18	MRP	WDD			



APPLICATION & PETITION

DATE: 9/28/2018

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Clonts Corner

APPLICANT: Clonts Groves, Inc., a Florida Corporation

Address: C/O Cecelia Bonifay, Akerman LLP, 420 S. Orange Avenue, Suite 1200

City: Orlando State: Florida Zip: 32801

Phone: (407)-419-8540 Fax: (407)-251-4230

Applicant is: Owner: ☒ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: Clonts Groves, Inc., a Florida Corporation

Address: C/O Cecelia Bonifay, Akerman LLP, 420 S. Orange Avenue, Suite 1200

City: Orlando State: Florida Zip: 32801

Phone: (407)-419-8540 Fax: (407)-251-4230

AGENT NAME (Affidavit required): Cecelia Bonifay

Address: Akerman LLP, 420 S. Orange Avenue, Suite 1200

City: Orlando State: Florida Zip: 32801

Phone: (407)-419-8540 Fax: (407)-251-4230

E-Mail: Cecelia.Bonifay@Akerman.com

Property address and/or general location: US 27; North Bradshaw Road; and Schofield Road.

Area of property: 55.08 Acres +/- acres, and/or +/- sq. ft.

The property is PRESENTLY used for: Agricultural purposes.

The property is PROPOSED to be used for: The property is proposed to be used for multi-family units and a Retail Commercial Shopping Center including, but not limited to, retail, commercial, office, and multi-family uses.



Existing Lake County Land Use* : Wellness Way 1

Existing Lake County Zoning* : Agriculture

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: There is presently a cellular phone tower and structures contained within a 100' x 100' pad owned by the cellular phone carriers. The present use of such tower and structures is to facilitate and provide telecommunications services.

State the reason or basis for this request: Clonts Groves, Inc., seeks annexation in order to allow municipal services and utilities and to amend the City of Clermont's comprehensive plan to Mixed-Use (Master Planned Development).

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 21, Township 23, Range 26 East

See attached Legal Description.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: July 16, 2018

Before me, the undersigned authority personally appeared W. Rex Clonts Jr., President of Clonts Groves, Inc. (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Municipal Services and Utilities
Comprehensive Plan Amendment and PUD
3. That said authority (owner) has appointed (agent's name) Cecelia Bonifay, Esq (Akerman, LLP) to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X W. Rex Clonts Jr. - PRES.
Owner (signature)

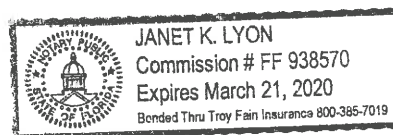
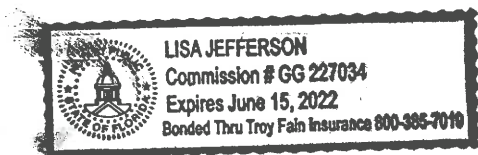
X Cecelia Bonifay
Agent's (signature)

Sworn to and subscribed before
me this 16th day of July,
20 18.

Lisa Jefferson
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 27th day of September
20 18. by Cecelia Bonifay who is personally known to me
Janet K. Lyon
Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.





**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 16th day of July, 20 18.

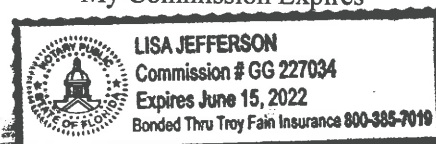
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Wanda L. Paez - Paez
Landowner (Petitioner)

7/16/18
Date

Lisa Jefferson
Notary Public

My Commission Expires



LEGAL DESCRIPTION:

ALL OF TRACT 44, A PORTION OF TRACTS 35, 36, 37, 39, 40, 41, 45 AND 46, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND A PORTION OF THAT CERTAIN PARTIALLY UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING WEST OF TRACTS 36 AND 45; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 2,399,470 SQUARE FEET OR 55.08 ACRES MORE OR LESS.

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, October 22, 2019 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2019-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

2 miles south of Hartwood Marsh Road on US 27,
Southeast of US 27 and the Schofield Road intersection
AK 1462436

LEGAL DESCRIPTION

ALL OF TRACT 44, A PORTION OF TRACTS 35, 36, 37, 39, 40, 41 ,45 AND 46, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND A PORTION OF THAT CERTAIN PARTIALLY UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING WEST OF TRACTS 36 AND 45; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 48.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1693.90 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'09"W, A DISTANCE OF 87.46 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 546.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,399,470 SQUARE FEET OR 55.08 ACRES MORE OR LESS.

See Map Below

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.
Tracy Ackroyd Howe, MMC
City Clerk



D051166 - October 8 & 15, 2019

☐ **PROOF O.K. BY:** _____ ☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D051166 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
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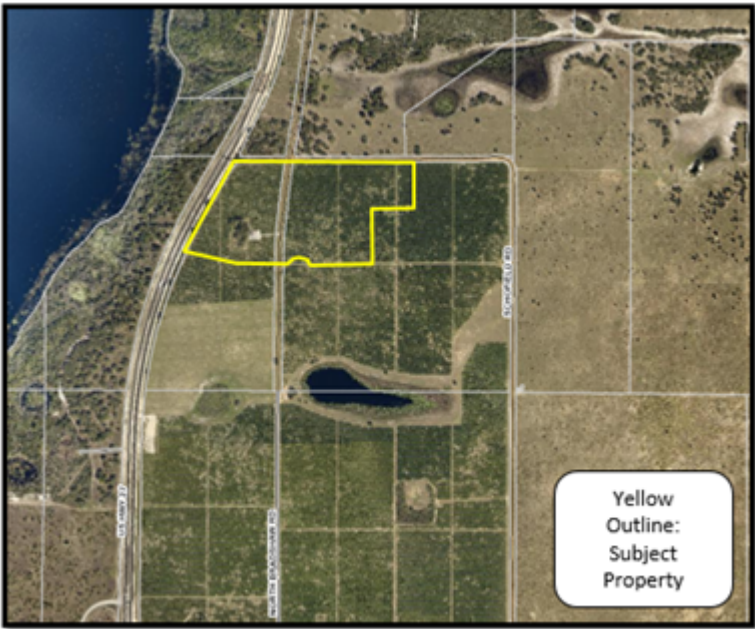
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PROOF DUE: 10/07/19 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 22, 2019	
Agenda Item Name	
Ordinance No. 2019-03 <i>Final</i> <i>Clonts Groves</i>	
Requested Action	
Recommend approval of Ordinance 2019-03.	
Staff Report	
The applicant, Clonts Groves, has requested an amendment to the Future Land Use Map. The amendment application is associated with an annexation application and developer's agreement that has been filed with the City. The applicant is requesting the City to designate the property with a future land use category of Master Planned Development. The subject site is 55 +/- acres in size. The applicant envisions a project that incorporates multi-family, commercial, retail, and office uses. The property has frontage along US Hwy 27 and there is an existing median opening at the north end of the property that has access to Schofield Road. The subject property is a non-active orange grove, with signs of citrus greening. 	
The current Future Land Use designation in unincorporated Lake County is Wellness Way Area Plan 1. The Wellness Way Area Plan allows for the following land use intensities:	

Future Land Use Category Summary Table Maximum Density Allocation Table

Future Land Use Categories	Minimum Density/Net Buildable Acre	Maximum Density/Net Buildable Acre	Minimum Average FAR	Maximum Average FAR
Town Center	6.00 (d.u)	25.00 (d.u)	0.30	2.00
Wellness Way 1	3.00 (d.u)	20.00 (d.u)	0.25	2.00
Wellness Way 2	2.50 (d.u)	15.00(d.u)	0.20	2.00
Wellness Way 3	2.00 (d.u)	10.00 (d.u)	0.15	2.00
Wellness Way 4	0.00	0.00	N/A	N/A

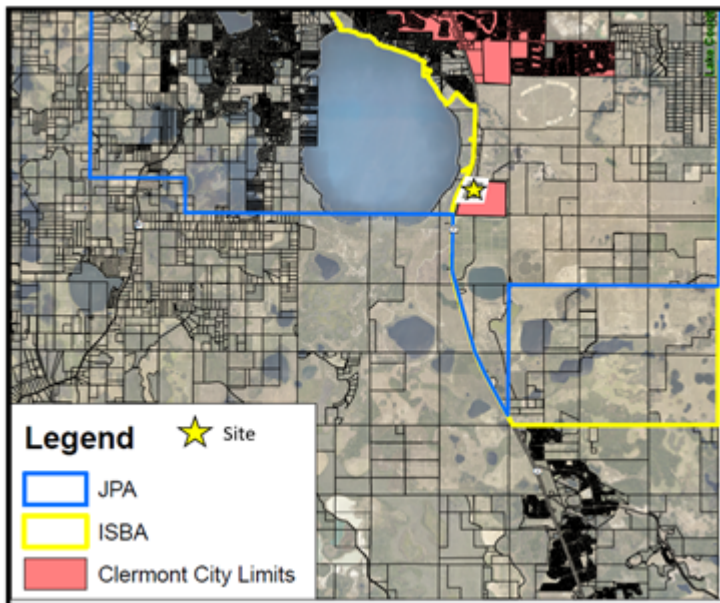
The following City of Clermont Comprehensive Plan policy describes the intent of the Master Planned Development Category:

Policy 1.7.2: Planned Development.

The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

The Olympus project was annexed into the City with the same Master Planned Development FLU category.

The residential density and Floor Area Ratio (FAR) caps in the Master Planned Development FLU category are consistent with the Wellness Way Area Plan designations. The applicant has requested a developer's agreement to secure entitlements without a specific development plan. The applicant is requesting a density of up to 12 dwelling units per acre, with an anticipated 600 multi-family units, and a maximum of 152,500 square feet of commercial uses. The applicant intends to come back to the City Council under a Planned Unit Development (PUD) application in the future once for approval of a specific development plan. The subject property is located entirely within the City of Clermont Utility Service Area. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA) Agreements with Lake County.



The Wellness Way Area Plan envisions this area as next generation employment opportunities. The economic objective of this area is employment. The applicant's request for a Comprehensive Plan Amendment to Master Planned Development FLU category provides for the long-range general designation of uses of the property and is not the detailed development approval. The future land use designation establishes the future character and urban form of the city in this area.

The City received five responses from the agencies reviewing the transmittal package. Four of the responses had "no comment" and one from the Lake County School Board expressed concern over student capacity and available school sites in the Wellness Way Area. The response also indicated that a project may need to participate in proportionate share mitigation prior to moving forward. The project is located within the City's JPA and ISBA boundary and the City can provide adequate public facilities and services, it is logical to support this future land use amendment along with the associated annexation request. The project is adjacent to the recently annexed Olympus Sports and Entertainment project. The project incorporates multi-family, commercial, retail, and office uses. With this mix of uses, the most appropriate Future Land Use category is the City's Master Planned Development (MPD) designation. Therefore, staff supports the applicant's request for a change to Master Planned Development.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clonts CPA ORD 2019-03 Formatted		Clonts CPA ORD 2019-03 Formatted.doc
2. Clontz Maps		Clontz Maps.pdf
3. Clonts DEP 19-4ESR Response		Clonts DEP 19-4ESR Response.pdf
4. Clonts SJRWMD 19-04ESR Response		Clonts SJRWMD 19-04ESR Response.pdf
5. CTY. CLERMONT 19-04ESR DEO Response		CTY. CLERMONT 19-04ESR DEO Response.pdf
6. LCS_SouthCtySchoolsLtr_08302019		LCS_SouthCtySchoolsLtr_08302019.pdf
7. Revised_Clermont_Proposed_19-04ESR_FDOT_080219		Revised_Clermont_Proposed_19-04ESR_FDOT_080219.pdf
8. CPA AD Clonts Groves		CPA AD Clontz Groves.docx



CITY OF CLERMONT
ORDINANCE NO. 2019-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

All of Tract 44, a portion of Tracts 35, 36, 37, 39, 40, 41, 45 and 46, a portion of that certain un-improved 30.00 foot platted right of way lying South of Tracts 41, 44-46, 48 and a portion of that certain partially un-improved 30.00 foot platted Right of Way lying West of Tracts 36 and 45; said Tracts and un-improved Rights of Way lying within the Plat of Monte Vista Park Farms, as recorded in Plat Book 2, Page 27, Public Records of Lake County, Florida, lying East of US Highway 27, South of Schofield Road in Section 21 Township 23 South, Range 26 East being more particularly described as follows:



CITY OF CLERMONT
ORDINANCE NO. 2019-03

Commence at the Northeast Corner of the Southeast 1/4 Of Said Section 21; Thence S89°30'42"W Along The North Line of the Southeast 1/4 of said Section 21, a distance of 1424.92 feet; thence departing said South line run S00°13'39"E, a distance of 48.00 feet to a point on the South right of way line of Schofield road (a variable width county maintained right of way) and the Point of Beginning; thence S89°30'42"W along said South Right of Way Line, a distance of 1693.90 feet to a Point on the Easterly Right Of Way Line of US Highway 27 also known as State Road 25 (a variable width Right of Way per Florida Department of Transportation Right Of Way Map FP NO. 238422 1 Dated: November 8, 2005); thence run along said Easterly Right of Way the following five (5) courses and distances: thence S29°58'09"W, a Distance of 87.46 feet; thence N59°58'28"W, a distance of 14.98 feet; thence S29°56'43"W, a distance of 449.91 feet; thence N59°59'46"W, a distance of 4.97 feet; thence S29°56'22"W, a distance of 68.87 feet to a Point of Curvature of a Curve Concave Southeasterly, having a Radius of 5579.01 feet, a Central Angle of 06°56'55", a Chord Bearing of S26°27'55"W and a Chord Distance of 676.18 feet; thence run Southwesterly along the arc of said curve a distance of 676.59 feet to the end of said Curve; thence departing said Easterly Right of Way Line run S67°38'24"E, a distance of 469.15 feet; thence S89°50'54"E, a distance of 664.70 feet to a point on a Non-Tangent Curve, Concave Southerly, having a Radius of 90.00 feet, a Central Angle of 120°00'00", a Chord Bearing of S89°52'26"E and a Chord Distance of 155.88 feet; thence Easterly along the Arc of said Curve a Distance of 188.50 feet to the end of said Curve; thence S89°54'20"E, a distance of 724.09 feet; thence N00°06'56"E, a distance of 771.53 feet; thence S89°53'03"E, a distance of 337.15 feet; thence N00°13'39"W, a distance of 546.00 feet to the Point Of Beginning.

Containing: 2,399,470 square feet or 55.08 acres more or less.

LOCATION

2 miles south of Hartwood Marsh Road, East of US 27 at the Schofield Road intersection

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: WELLNESS WAY-1
TO CITY OF CLERMONT: MASTER PLANNED DEVELOPMENT

SECTION 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

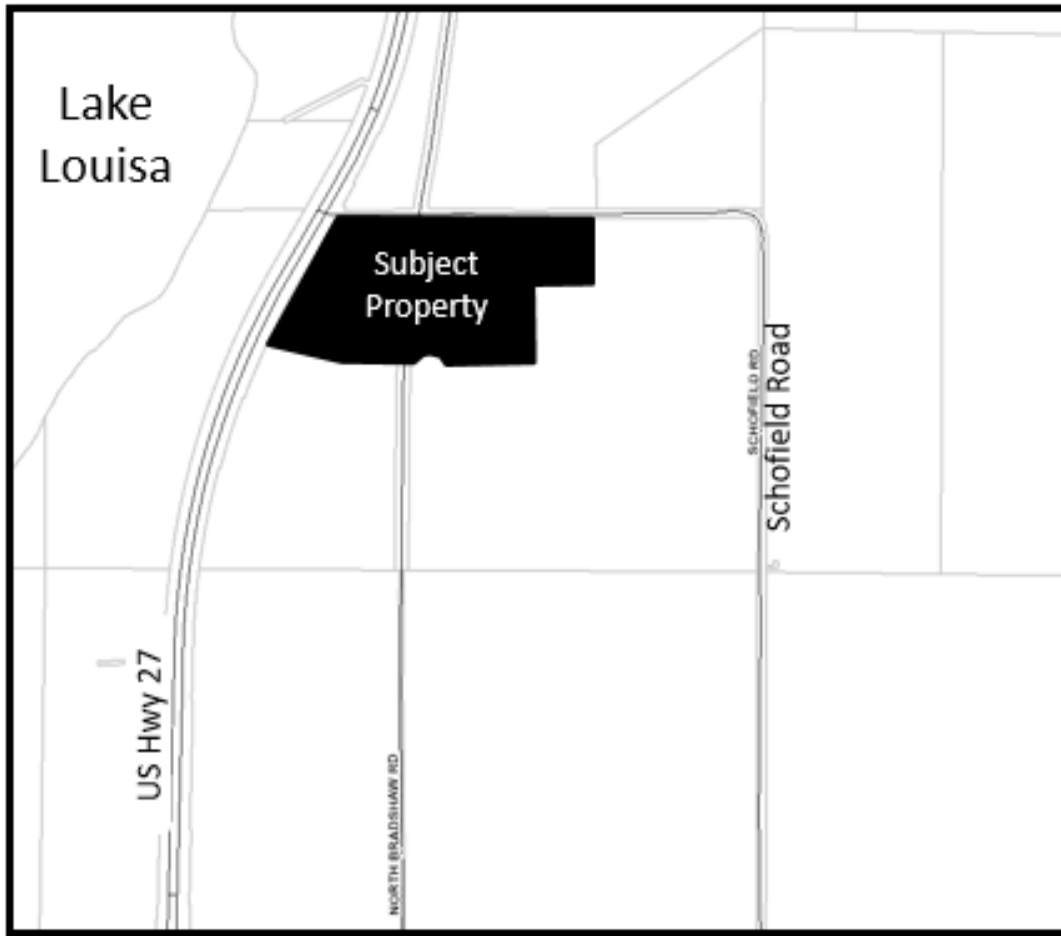
SECTION 3.

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

SECTION 4.

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-03

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 22nd day of October, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

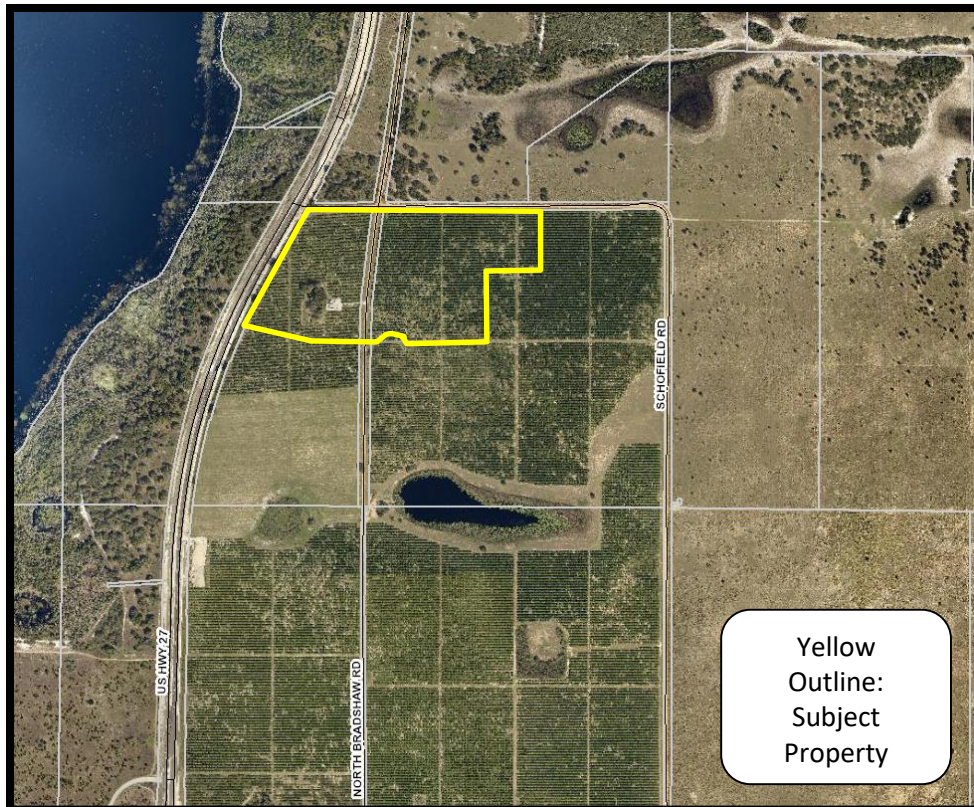
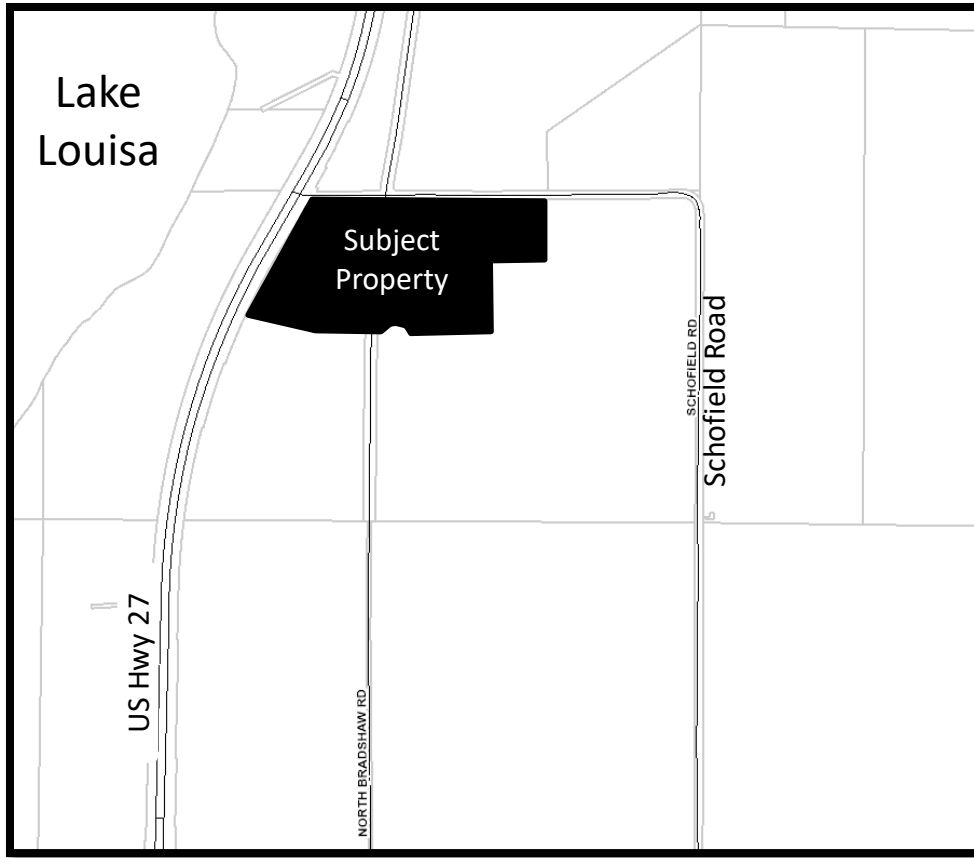
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Clonts Groves



Future Land Use Map–Clonts Groves

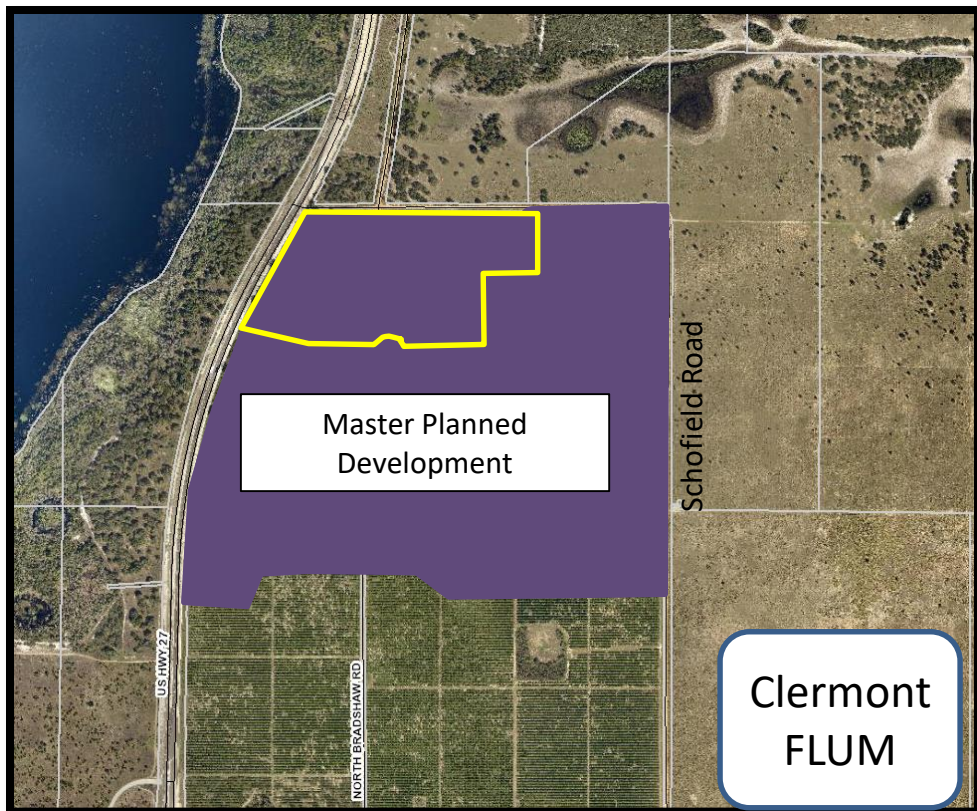
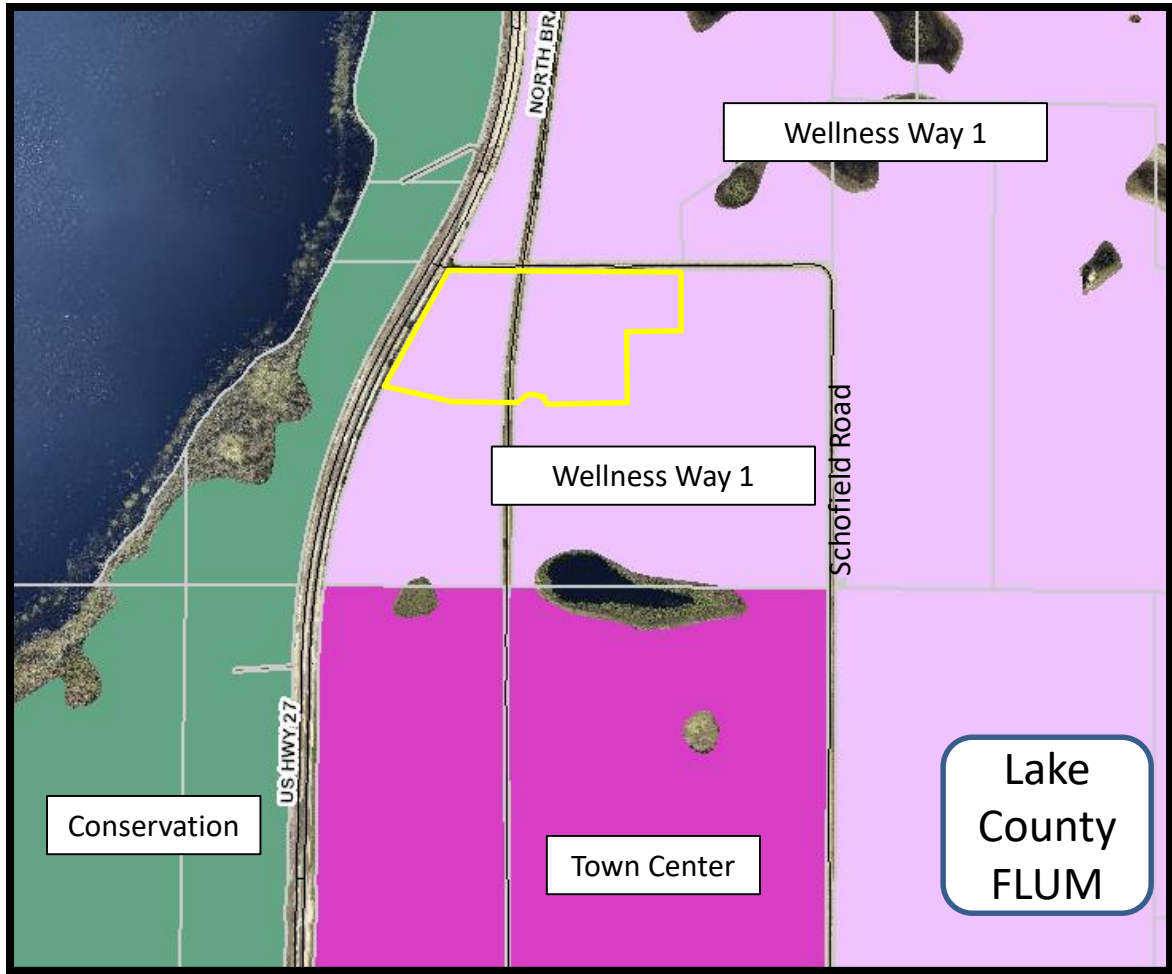
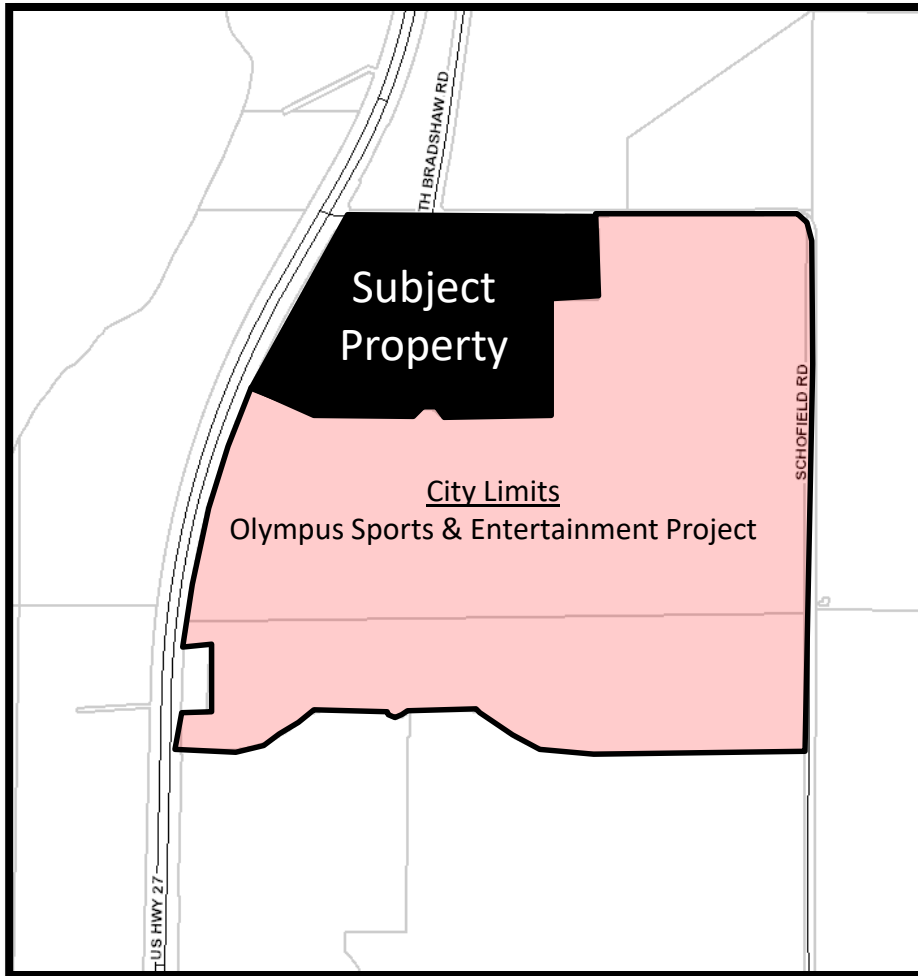


Exhibit - Annexation Map –Clonts Groves



John E. Kruse

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Monday, August 19, 2019 5:11 PM
To: John E. Kruse; DCPexternalagencycomments@deo.myflorida.com
Cc: Plan_Review
Subject: Clermont 19-4ESR Proposed

To: John E. Kruse, Senior Planner

Re: Clermont 19-4ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



John E. Kruse

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Thursday, August 08, 2019 4:34 PM
To: John E. Kruse
Cc: DCPexternalagencycomments@deo.myflorida.com
Subject: City of Clermont proposed comprehensive plan amendment 19-4ESR

Dear Mr. Kruse

St. Johns River Water Management District (District) staff have reviewed City of Clermont proposed comprehensive plan amendment 19-4ESR in accordance with the provisions of Chapter 163, Florida Statutes. Based on review of the submitted materials, District staff have no comments on the proposed amendment.

If you have any questions or need additional information, please contact me.

Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at sfitzgibbons@sjrwmd.com.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
Governmental Affairs Program
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
E-mail: sfitzgibbons@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/epermitting

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

August 16, 2019

The Honorable Gail Ash
Mayor, City of Clermont
685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Ash:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 19-04ESR) received on July 19, 2019. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/de

Enclosure(s): Procedures for Adoption

cc: John Kruse, Senior Planner, City of Clermont Development Services

Hugh W. Harling, Jr., Executive Director, East Central Florida Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Kristi Burns, Ph.D.
District 3
Marc Dodd
District 4
Sandy Gamble
District 5
Stephanie Luke

201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

August 27, 2019

Via Email

Mr. John Kruse, Planning Mgr.
City of Clermont
685 W. Montrose Street
Clermont, Florida 34711

RE: South County Area Schools

Dear Mr. Kruse:

As we discussed, the District has closely monitored the continued residential growth in the south County area for the past several years. To address the growth the School District planned a new K8 and a high school classroom addition to provide capacity relief. However, in the last few months, the district has received several school concurrency requests from large developments proposing over 3,500 dwelling units. These projects are located in the Wellness Way Area Plan (WWAP). Subsequently, capacity reservations were issued resulting in a capacity deficit for the south county area schools.

The capital projects already proposed may address a portion of the WWAP's impact but were not planned to address the overall Wellness Way Area projects. Our analysis of the overall impact of the proposed residential development in the Wellness Way Area Plan indicates the need for three elementary schools, one middle school, and one high school. Currently the School District does not have the necessary school sites to serve the needs of WWAP and is actively searching for acceptable sites.

Please inform applicants submitting for development approvals within the city of the situation and that proportionate share mitigation may be required for a project to move forward in the process. Also, please feel free to refer them to us to discuss potential solutions. Any assistance the City can provide would be greatly appreciated.

Should you have any questions or need additional information please contact me at (352) 253-6694.

Sincerely,

Helen LaValley
Growth Planning Department



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAUT.
SECRETARY

August 2, 2019

John E. Kruse
Senior Planner
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

SUBJECT: PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW
LOCAL GOVERNMENT: CITY OF CLERMONT
DEO #: 19-04ESR

Dear Mr. Kruse,

The Department of Transportation has completed its review of the above Proposed Comprehensive Plan Amendment, as requested in your transmittal letter dated July 15, 2019.

We appreciate the opportunity to participate in this review process. The proposed amendment is not anticipated to result in significant adverse impacts to the State Highway System and/or the Strategic Intermodal System. The Department does not have any technical assistance comments regarding the proposed amendment.

If you have any questions, you may contact me at 386-943-5150 or by e-mail at Tina.Williamson@dot.state.fl.us.

Sincerely,

Tina Williamson, AICP
Growth Management Coordinator

C: Tim McClendon, Lake County
Fred Milch, ECFRPC
Kellie Smith, FDOT

Jennifer Carver, FDOT
D. Ray Eubanks, FDEO
Sherry Spiers, FDEO

REVISED-PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-04ESR
Date Amendment Received FDOT: 7/17/2019
Review Comments Deadline: 8/16/2019
Today's Date: 8/2/2019

GENERAL BACKGROUND INFORMATION

The City of Clermont has submitted the proposed 19-04 Large Scale comprehensive plan amendment package pertaining to 55± acres of subject property, generally located 2 miles south of Hartwood Marsh Road and East of U.S. Highway 27. The proposed amendment would change the future land use (FLU) of the subject property from Lake County Wellness Way 1 to City of Clermont Master Planned Development. The applicant has not applied for rezoning request and will be assigned a default zoning of Urban Transition District upon annexation.

The pertinent adopted and proposed FLUM designations and descriptions for the future land use amendment are:

- **LAKE COUNTY WELLNESS WAY 1**

Wellness Way 1 FLU category allows the permitted and conditional land uses listed below with a jobs-to-housing ratio of 1.75 to 1.

Agriculture, Agri-business, and Silviculture

Commercial: Retail, banking, restaurants, convenience stores, lodging, gas/service station, daycare, and similar uses

Industrial: Manufacturing, warehouse/distribution, wholesale trade, transportation services, communication services, and similar uses.

Office: General, medical/dental, corporate headquarters, government, research and development, and similar uses

Public/institutional: Schools, parks, civic, public safety, hospitals, educational facilities, transportation facilities, utilities, and similar uses.

Residential: Multi-family, single family, and similar uses

Target industries

Wellness Corridors/Recreation/Open Space networks: Active/passive recreation, trails, ecotourism, related uses, scenic, natural and cultural resources, community farms and gardens, and similar uses

Mining and Natural resource-based operations

Maximum allowed density and/or intensity: Three to 20 dwelling units per acre and 0.25 to 2.0 average FAR.

FDOT Contact:	Tina Williamson, AICP Growth Management Coordinator FDOT District Five, PLEMO	Reviewed by:	Chelsea Williams, EI
Telephone:	386-943-5150		HDR
Fax:	386-943-5713		407-420-4137
E-mail:	Tina.Williamson@dot.state.fl.us		407-420-4242
File:	Chelsea.Williams@hdrinc.com		
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• CITY OF CLERMONT MASTER PLANNED DEVELOPMENT

The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI. The Black West proposed mixed-use development is subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

Maximum allowed density and/or intensity: Twelve (12) to twenty-five (25) dwelling units per acre, 0.25 FAR for office and commercial uses, 1.0 FAR for industrial uses, and 0.25 FAR for institutional uses.

FDOT Contact:	Tina Williamson, AICP Growth Management Coordinator FDOT District Five, PLEMO	Reviewed by:	Chelsea Williams, EI
Telephone:	386-943-5150		HDR
Fax:	386-943-5713		407-420-4137
E-mail:	Tina.Williamson@dot.state.fl.us		407-420-4242
File:	h:\deland\development\plemo\planning\growth management\cpa\cpa project files\clermont_lake\review\2019\19-04esr\proposed\revised_city of clermont_proposed_19-04esr_fdot_07-31-2019-cpa review.docx		

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MAP AMENDMENT

Elements: Future Land Use Element, Categories, Descriptions, Map

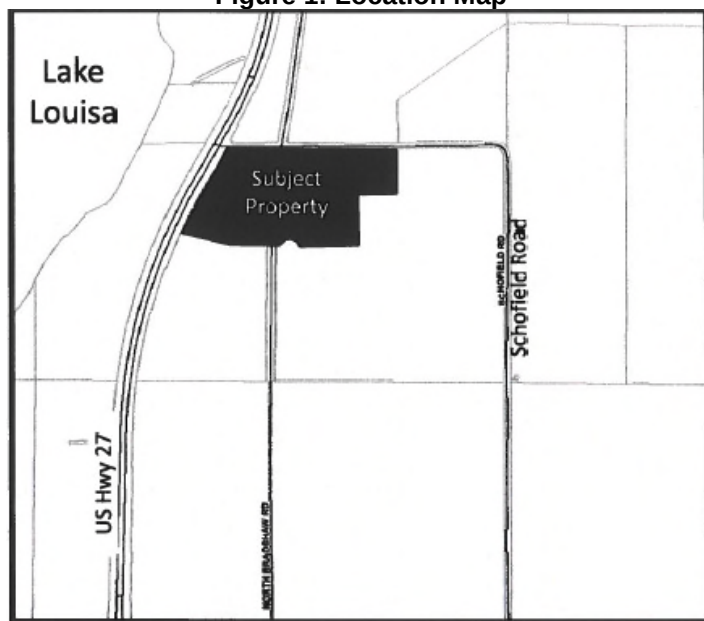
Rule Reference: Chapter 163, Florida Statutes

Background:

The City of Clermont has submitted the proposed 19-04 Large Scale comprehensive plan amendment package pertaining to a 55± acre subject property, generally located 2 miles south of Hartwood Marsh Road and East of U.S. Highway 27. The proposed amendment would change the FLU of the subject property from Lake County Wellness Way 1 to City of Clermont Master Planned Development. The applicant has not applied for rezoning request and will be assigned a default zoning of Urban Transition District upon annexation.

The subject area is depicted in Figure 1.

Figure 1: Location Map



FDOT Contact: Tina Williamson, AICP
Growth Management Coordinator
FDOT District Five, PLEMO
Telephone: 386-943-5150
Fax: 386-943-5713
E-mail: Tina.Williamson@dot.state.fl.us
File: h:\deland\development\plemo\planning\growth management\cpa\cpa project files\clermont_lake\review\2019\19-04esr\proposed\revised_city of clermont_proposed_19-04esr_fdot_07-31-2019-cpa review.docx

Reviewed by: Chelsea Williams, EI
HDR
407-420-4137
407-420-4242
Chelsea.Williams@hdrinc.com

REVISED-PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

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The City of Clermont Master Planned Development FLU determines maximum density based on gross acres. Based on information provided in the transmittal package, there are 55± gross acres estimated on the subject property.

The proposed development program is for a density of up to 25 dwelling units (d.u.) per acre and an intensity of 0.25 FAR, with an anticipated 600 multi-family units, and a maximum of 152,500 square feet (s.f.) of commercial uses. This development program is not included in the proposed FLUM Ordinance.

Table 1 below shows the trip generation potential for the currently adopted and proposed land use densities and/or intensities, and the change in trips as a result of the proposed FLU amendment. It is important to note the densities and intensities for Wellness Way 1 are based on buildable acres as opposed to the City's FLU based on gross acres.

Table 1: Trip Generation Potential of the Subject Property

Scenario	Land Use Designation	ITE Land Use Code	Allowed Development		Daily Trips	P.M. Peak Hour Trips
Adopted	Multi-Family Residential	220	1,100	d.u.	8,052	616
	Commercial	820	4,792	k.s.f.	180,898	18,258
Proposed	Multi-Family Residential	220	1,375	d.u.	10,065	770
	Commercial	820	598.95	k.s.f.	22,610	2,282
Change in Trips					-156,275	-15,822

Source: ITE Trip Generation Manual 10th Edition; d.u. = dwelling units; k.s.f. = 1,000 square feet

The analysis shows that the proposed amendment decreases the trip generation potential of the subject property by 156,275 daily trips and 15,822 P.M. peak hour trips.

The State roadway segments within three miles of the site that could be impacted by the amendment are shown in the Table 2 with year 2019, 2029, and 2040 projected volumes.

FDOT Contact: Tina Williamson, AICP Growth Management Coordinator FDOT District Five, PLEMO Telephone: 386-943-5150 Fax: 386-943-5713 E-mail: Tina.Williamson@dot.state.fl.us File: h:\deland\development\plemo\planning\growth management\cpa\cpa project files\clermont_lake\review\2019\19-04esr\proposed\revised_city of clermont_proposed_19-04esr_fdot_07-31-2019-cpa review.docx	Reviewed by: Chelsea Williams, EI HDR 407-420-4137 407-420-4242 Chelsea.Williams@hdrinc.com
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REVISED-PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

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Table 2: State Roadway Segments Affected by FLUM Amendment

Roadway(s)	Segment(s)	SHS / SIS ?	LOS Standard	2019			2029			2040		
				Service Volume at LOS Standard	AADT	Acceptable?	Service Volume at LOS Standard	AADT	Acceptable?	Service Volume at LOS Standard	AADT	Acceptable?
S.R. 25/ U.S. 27	Frank Jarrell Rd to Schofield Rd	Y	C	60,400	25,500	Y	60,400	27,900	Y	60,400	60,400	Y
	Schofield Rd to Lake Louisa Rd	Y	D	98,300	25,500	Y	98,300	27,900	Y	98,300	98,300	Y
	Lake Louisa Rd to Hartwood Marsh Rd	Y	D	59,900	24,600	Y	62,900	29,100	Y	62,900	36,700	Y
	Hartwood Marsh Rd to Johns Lake Rd/Roper Blvd	Y	D	59,900	36,000	Y	62,900	40,800	Y	62,900	48,000	Y

Source: FDOT District Five 2016 LOS_ALL Report Update

Technical Assistance:

S.R. 25/U.S. 27 segments from Frank Jarrell Road to Johns Lake Road/Roper Boulevard do not currently exceed the LOS standards and are not projected to exceed the LOS standards in the Year 2040. The proposed land use amendment results in a decrease in the trip generation potential of the subject site; therefore, no significant adverse impacts to the State Highway System (SHS) or Strategic Intermodal System (SIS) are anticipated based on the proposed amendment. Based on this, the Department does not have technical assistance comments regarding the proposed amendment.

The Department respectfully requests a copy of the adopted plan amendment. Please provide the adopted plan amendment within two weeks of adoption, in order to assist in facilitating review within the required 30-day time frame from adoption, as required by Statutes (Expedited State Review Amendment Process Section 163.3184, Florida Statutes).

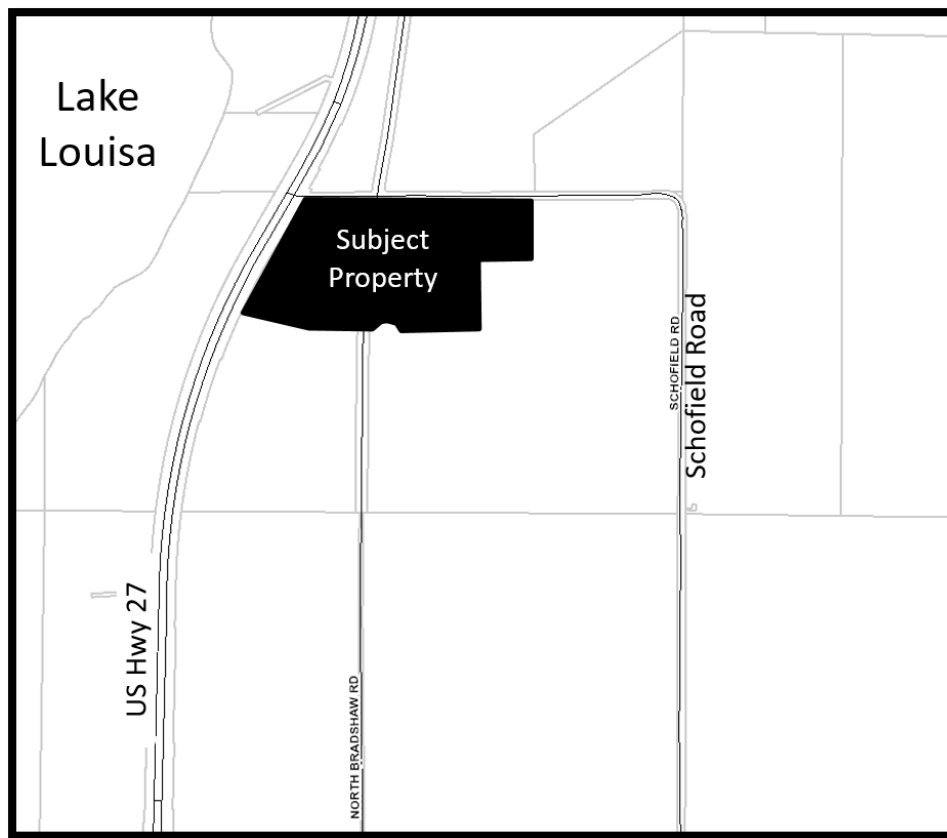
FDOT Contact: Tina Williamson, AICP Growth Management Coordinator FDOT District Five, PLEMO Telephone: 386-943-5150 Fax: 386-943-5713 E-mail: Tina.Williamson@dot.state.fl.us File: h:\deland\development\plemo\planning\growth management\cpa\cpa project files\clermont_lake\review\2019\19-04esr\proposed\revised_city of clermont_proposed_19-04esr_fdot_07-31-2019-cpa review.docx	Reviewed by: Chelsea Williams, EI HDR 407-420-4137 407-420-4242 Chelsea.Williams@hdrinc.com
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CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2019-03

The City of Clermont will hold public hearings on Tuesday, July 2, 2019 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, July 9, 2019 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Wellness Way to City of Clermont Master Planned Development.

The City of Clermont will hold a public hearing on Tuesday, September 24, 2019 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

2 miles south of Hartwood Marsh Road, East of US 27
Alternate Keys 3914659, 1462436, 1462436

Ordinance #2019-03:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting

forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
June 17 and September 9, 2019



AGENDA ITEM

Meeting Date		
Tuesday, October 22, 2019		
Agenda Item Name		
Clonts Groves Development Agreement		
Requested Action		
Recommend approval of Development Agreement.		
Staff Report		
The owner, Clonts Groves, is requesting a development agreement for 55 +/- acres located southeast of the US Hwy 27 and Schofield Road intersection. The property is adjacent to the Olympus Sports and Entertainment project. The property has frontage along US Hwy 27 and there is an existing median opening at the north end of the property that has access to Schofield Road. The owner envisions a project that incorporates multi-family, commercial, retail, and office uses. The owner is requesting a density of up to 12 dwelling units per acre, with an anticipated 600 multi-family units, and a maximum of 152,500 square feet of commercial uses. Once a specific development plan has been decided upon, a Planned Unit Development (PUD) rezoning application will be submitted to the City for consideration. Until such time, the owner requests the property to be used for agriculture uses under the Urban Transition zoning. The development agreement is associated with an annexation application and a large-scale comprehensive plan amendment to the City's Master Planned Development. The owner is setting the framework for future development potential through the annexation and Master Planned Development land use. The Development Agreement requires the owner to participate in the Wellness Way Transportation network along with other specific conditions. These conditions can be moved over into the PUD ordinance when the time comes. Staff supports the Development Agreement with the understanding the owner will rezone the property to a Planned Unit Development when specific plans are prepared and presented, which would be at a later date. <i>The Planning and Zoning Commission voted for approval, 4-2.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clonts Development Agreement City of Clermont	Clonts Development Agreement City of Clermont -- Clonts Groves PZ.docx	
2. Map Dev Agr Clonts	Map Dev Agr Clonts.pdf	

3. CLONTS GROVE DEV AGR Legal Ad CLONTS GROVE DEV AGR Legal Ad Proof.pdf
Proof

CLONTS GROVES, INC., DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 2019, between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose St. Clermont, FLORIDA 34711 (the “City”), and CLONTS GROVES, INC., a Florida Corporation, whose mailing address is P.O. BOX 622916 OVIEDO, FLORIDA 32762-2916 (the “Owner”).

RECITALS

1. Owner desires to annex into the City of Clermont approximately 55.08 acres of property currently located in unincorporated Lake County, Florida, described and depicted in Exhibit “A” attached to and incorporated in this Agreement (hereinafter referred to as the “Property”).
2. The Property contains 55.08 acres currently zoned “A” in unincorporated Lake County, Florida.
3. The Property contains 55.08 acres with a future land use designation on the Lake County Future Land Use Map as “Lake County Wellness Way Area Plan 1.”
4. Owner has filed applications for annexation and amendment to the City’s Comprehensive Plan.
5. Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
6. The City of Clermont has determined that the proposal for development of the Property presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
7. The property is within the City’s Chapter 180, Florida Statutes, utility district, and Developer has requested and City desires to provide water and sewer as well as other municipal services to the Property.
8. Owner and City believe that it is in the best interest of each party to enable the Property to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the “Local Government Comprehensive Planning and Land Development Regulation Act” (the “Act”), other applicable Florida Law and the Charter and Code of Ordinances of the City of Clermont, Florida, and, therefore, Owner and City agree that this Agreement shall constitute an Agreement in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Authority. This Agreement is entered into under the authority of the City's Code and under the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

Section 3. Conditions Precedent. Owner has filed an annexation petition and the City has initiated the process to approve this Agreement and annex the Property in accordance with the laws of the State of Florida. It is understood and agreed to by the City and the Owner that neither the annexation petition or this Agreement shall be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance annexing the Property into the corporate limits of the City; and b) City adopts a comprehensive plan amendment implementing or related to the Agreement after review by the state land planning agency in accordance with the applicable Florida Statutes. The parties hereto understand and acknowledge that the City is in no way bound to annex the Property. The City shall have the full and complete right to approve or deny Owner's Petition for Voluntary Annexation.

Section 4. Legal Description / Ownership. The Property has approximately 55.08 acres of land property currently located in unincorporated Lake County, Florida, described and depicted in Exhibit "A" attached. The Property is owned by CLONTS GROVES, INC., a Florida Corporation, whose mailing address is P.O. BOX 622916 OVIEDO, FLORIDA 32762-2916.

Section 5. Duration of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate ten (10) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 6. Development Uses. Except as modified in this Agreement or with a future Planned Development zoning, which will be subject to City approval after public hearings and Florida Department of Economic Development ("DEO") review and the City's Mixed-Use future land use category, and for as long as this Agreement is in effect, the Property may continue to be used for agricultural purposes until such time as rezoned to PUD in the City.

Anticipated Population. The anticipated population for the property with 600 multi-family housing with 2.42 persons per household would equate to 1,452.

Building Intensities / Density. The allowed density shall be twelve (12) dwelling units per net developable acre as defined by the City of Clermont Land Development Regulations. Net developable acres will be based on the total acreage less the greatest extent of the combined 100 year flood and wetland areas.

Retail Commercial Shopping Center. A Retail Commercial Shopping Center including, but not limited to, commercial, retail, multi-family, and office uses consisting of one hundred fifty-two thousand five hundred (152,500) square feet will be developed by Owner in accordance with the City of Clermont Land Development Regulations.

Building Height. The maximum height for any building shall be fifty-five (55) feet.

Section 7. Required Public Facilities.

Water, Wastewater, and Reuse Water. Owner and their successors and assigns agree to obtain water, reuse water for irrigation to supplement irrigation not available by stormwater water retention areas, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines), pay all applicable impact and connection fees, and pay and construct or cause to be constructed the extension of facilities from City's current point of connection and subject to the City of Clermont Land Development Regulations. The timing of the required improvements shall coincide with the development schedule to assure public facilities are available concurrent with the impacts of the development. The Owner has been working with and will continue to work with the surrounding property owners and the City to develop a plan for the provision of utilities to the Property.

Transportation. Owner and their successors and assigns agree to continue to work with the City and the surrounding property owners in the development of the Wellness Way Area Road Network to serve the Property and improve connectivity for the surrounding properties. In addition, at such time as may be requested by City, Owner shall pay for a traffic impact study by a traffic consultant selected by City.

The Developer shall enter into a Transportation Impact Fee Credit agreement with Lake County and the City of Clermont prior to site plan approval, subject to final approval by FDOT, Lake County and the Lake-Sumter MPO. The Agreement may require the Developer to fund improvements for Conserv right-of-way, design and permitting of roadways and/or construction of roadways for Transportation impact fee credits based upon the following priorities:

- i. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Wellness Way;
- ii. Design and permitting of Wellness Way from US 27 to the Orange County line as a four lane roadway;
- iii. Construction of Wellness Way from Hancock Road to the Orange County line as the first two lanes of the ultimate four lane roadway;
- iv. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Hancock Road;
- v. Design and permitting of Hancock Road from Wellness Way to the northern boundary of the Conserv property as a four-lane roadway;
- vi. Construction of Hancock Road from Wellness Way to the entrance of the Fuqua project south of Hartwood Marsh Road as the first 2-lanes of the ultimate 4-lane roadway;
- vii. Construction of the 3rd and 4th lanes of Wellness Way from US 27 to the Hancock/Schofield intersection;

The Developer will be responsible for their proportionate share of traffic signals, when warranted, at the time of construction for intersections that serve the project, including Wellness Way. The proportionate share shall be based upon the actual cost of traffic signals at the time they are constructed.

Grading. Due to the grades and elevations on the site and the transition from one site to another site, the necessity to construct a safe transportation network with proper site distances, and geometry on the property to serve not only the needs of the residents, but those of the traveling public, the City agrees to work with the Owner to achieve this purpose which may or may not result

in a waiver of the City's current Code Requirements. Any such waivers or variances shall be subject to approval in accordance with the City Code.

Section 8. Dedication of lands for public purposes. The Owner shall dedicate lands for public purposes as required in the Land Development Regulations of the City of Clermont and as determined by City and without entitlement to compensation and/or impact fee credits. The Owner / Developer will provide a minimum of open space on the Property as required by the City of Clermont Land Development Regulations. Open Space is defined to include all areas maintained by the HOA or POA, 100 year Flood Areas, Wetlands, Stormwater Ponds, and Buffer Areas. Within the Open Space the Owner will provide for active recreation as required by the City of Clermont Land Development Regulations.

Section 9. Local Development Permits / Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. Local permits needed shall include but in limited to:

Environmental. Owner will comply with all local, state, regional, and federal requirements regarding any environmental issues affecting the Property.

Stormwater Management. The Owner agrees to provide at Owner's expense, a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. Johns River Water Management District.

Concurrency. A complete concurrency study conforming to the City of Clermont Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency studies conducted reflect all planned and approved development in the area.

Section 10. Development Permitting. Owner agrees that all proposed development permitting will be consistent with the City of Clermont's comprehensive plan and land development regulations. Failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 11. Public Health Safety and Welfare of Citizens. The Owner shall establish a Homeowner's Association (HOA) and/or a Property Owner's Association (POA) and initially be responsible and thereafter the HOA or POA shall be responsible for the maintenance and operation of all stormwater retention areas, stormwater ponds, common area landscaping, street lights, parks, community centers, recreational areas, sidewalks, paths, pathways, and trails and any other improvements or facilities for which maintenance has not expressly been assumed by City.

Developer shall delineate this responsibility within any declaration of restrictive covenants and restrictions and in compliance with Chapter 720, Florida Statutes. Such covenants and restrictions shall be recorded at the time of the final plat and prior to the sale of any lots within the Property.

Section 12. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner/Developer from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 13. Parks and Recreation Fees. Owner shall comply with all City regulations regarding parks and recreation fees of the City of Clermont Land Development Regulations.

Section 14. Lighting. All exterior lighting shall comply with the criteria of dark sky standards and shall be arranged to reflect light away from dwelling units to the greatest extent possible while providing lighting adequate to ensure safety on road right of way.

Section 15. Landscaping/Buffers. To the greatest extent feasible, Developer shall use drought tolerant species in all common areas. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations or as may be amended in the future. Further, the Developer agrees to make specifications within any declaration of restrictive covenants for the Property that landscaping installations provide for drought tolerant and low water consumption plantings following the guidelines of "Florida Friendly Landscaping."

Section 16. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement.

Section 17. Enforcement/Effectiveness. A default by either party under this agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. However, both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the DEO, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City and approved by DEO.

Section 18. Governing Law. This agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 19. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. Within thirty (30) days of the execution of this Agreement, Developer shall record this Agreement in the Public Records of Lake County, Florida, whereupon, the rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 20. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 21. Communication Tower. The Owner agrees to remove the existing communication tower at a specified time as determined by the City Council when the property is rezoned to a PUD.

Section 22. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 23. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address at the parties shall provide from time to time:

As to City:	Gail Ash, Mayor City of Clermont 685 W. Montrose Street Clermont, FL 34711 352-241-7358
Copy to:	Darren Gray, City Manager City of Clermont 685 W. Montrose Street Clermont, FL 34711 352-241-7358 Daniel F. Mantzaris, City Attorney 332 N. Magnolia Avenue Orlando, Florida 32801 407-992-3540
As Owner	Clonts Groves Inc. Attn: W. Rex Clonts P.O. BOX 622916 Oviedo, Florida 32762-2916
Copy to:	Akerman LLP Attn: Cecelia Bonifay, Esquire 420 S. Orange Ave., Suite 1200 Orlando, FL 32801 407-419-8540

Section 24. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:

By: _____

City Clerk

Name: _____

As its: _____

Date: _____

Date: _____

Approved as to form:

Daniel F. Mantzaris, City Attorney

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

CLONTS GROVES, INC.,
A Florida Corporation

Witnesses:

Name: _____

Name: _____

By: _____

Name: W. Rex Clonts

As its: President

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **W. Rex Clonts** on behalf of **Clonts Groves, Inc., a Florida Corporation**. He is personally known to me or has produced _____ (type of identification) as identification and (did/did not) take an oath.

Signature of Notary Public

Type or Print Name

My Commission Expires: _____

Commission No. _____

Seal

EXHIBIT "A"

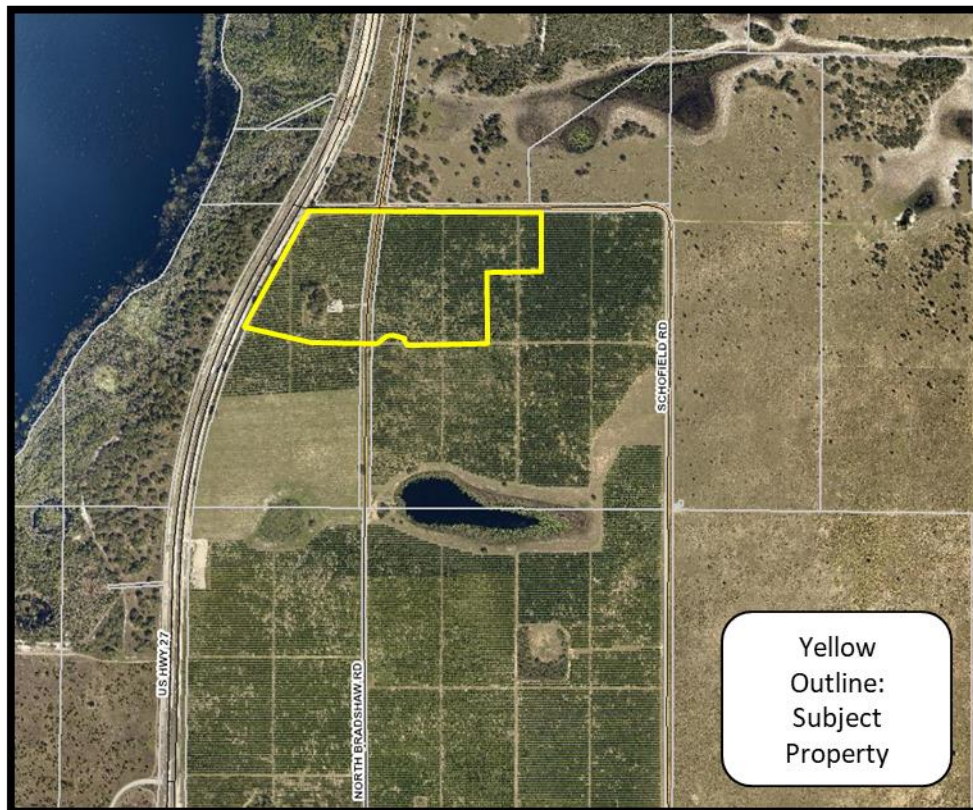
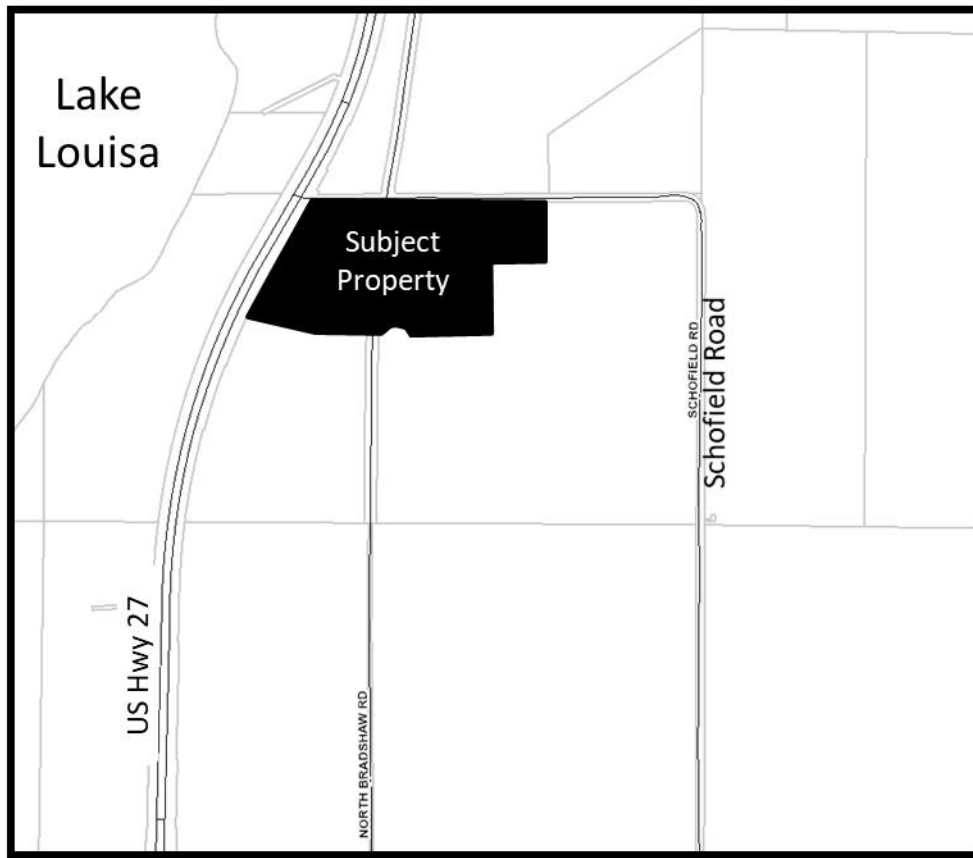
LEGAL DESCRIPTION:

ALL OF TRACT 44, A PORTION OF TRACTS 35, 36, 37, 39, 40, 41 ,45 AND 46, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND A PORTION OF THAT CERTAIN PARTIALLY UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING WEST OF TRACTS 36 AND 45; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 48.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1693.90 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'09"W, A DISTANCE OF 87.46 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 546.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,399,470 SQUARE FEET OR 55.08 ACRES MORE OR LESS.

Exhibit - Location Map –Clonts Groves



Advertising Receipt

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10090805
Phone: (352) 241-7331
Date: 09/18/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	09/24/2019	10/15/2019	\$193.96

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a Development Agreement for: 600 multi-family housing units and a Retail Shopping Center including, but not limited to, commercial, retail and office uses consisting of 152,500 square feet (development uses), 600 multi-family units with 2.42 persons per household equating to 1,452 people (proposed population densities), the allowed density will be twelve (12) dwelling units per net developable acre as defined by the City of Clermont Land Development Regulations. The maximum height for any building shall be fifty (50) feet (proposed building intensities and height) for property located at:

Clonts Groves Inc.
2 miles south of Hartwood Marsh
Road on US 27,
Southeast of US 27 and the Schofield
Road intersection
AK 1462436

This request will be considered by the Planning & Zoning Commission on Tuesday, October 1, 2019 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, October 22, 2019 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

This proposed agreement is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State

law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10090805
September 24, 2019 &
October 15, 2019

Payment Info	
Ad Price	\$193.96
Tax	\$0.00
Sub Total	\$193.96
Prepaid Amount	\$0.00
Balance Due	\$193.96



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, October 22, 2019

Agenda Item Name

Resolution No 2019-26R

Highland Ranch

Requested Action

Recommend approval of Resolution No. 2019-26R.

Staff Report

The owner, Taylor Morrison of Florida, is requesting to amend the existing Highland Ranch Planned Unit Development (PUD) Master Development Plan. The Highland Ranch PUD aka (Black Lake) was originally approved by the City Council on September 24, 2013 with (Resolution 2013-17), the later amended on May 10, 2016 with (Resolution No 2016-10). The mixed use Development (PUD) was approved to allow up to 1,200 residential dwelling units and up to 100,000 square foot of commercial development on the 579 acres. The applicant is requesting to convert a four (4) acre designated commercial parcel to residential use; and combine with the residential parcel known as (P-2) Canyons Phase 6, on the master plan to allow for development of single family residential lots.



The proposed amendments will not increase the total number of residential units approved for the Highland Ranch PUD, which will not exceed the maximum allowed of 1,200 dwelling units. The owner has indicated that the requested change is due to market demands for single family residential. The remaining designated commercial parcel will be development at a future date. The proposed amendment will complete the number of residential dwelling units approved for the Highland Ranch PUD. All other conditions of the (CUP) Conditional Use Permit will remain as approved.

Staff has reviewed the application as submitted and finds the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and provisions specified. Therefore, staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2019-26R.

The Planning and Zoning Commission at their meeting held on October 1, 2019, voted unanimously to recommend approval of Resolution No. 2019-26R.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Resolution 2019-26R Highland Ranch Final	Resolution 2019-26R Highland Ranch Final.pdf
2.	Location Map	Location Map.pdf
3.	Phase 6-Site Plan	Phase 6-Site Plan.pdf
4.	Applicant- Justification Letter	Applicant- Justification Letter.pdf
5.	Highland Ranch Canyons Phase 6 PUD Site Plan	Highland Ranch Canyons Phase 6 PUD Site Plan.pdf
6.	Highland Ranch Overall Site Plan	Highland Ranch Overall Site Plan.pdf
7.	Application	Application.pdf
8.	HIGHLAND RANCH CUP AD	HIGHLAND RANCH CUP.pdf



CITY OF CLERMONT
RESOLUTION NO. 2019-26R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, TO ALLOW AN AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION NO. 2016-10) TO AMEND THE (PUD) MASTER DEVELOPMENT PLAN TO CONVERT A DESIGNATED COMMERCIAL PARCEL TO RESIDENTIAL USE FOR THE DEVELOPMENT OF SINGLE FAMILY RESIDENTIAL LOTS.

WHEREAS, the project was approved under Resolution 2013-17 and amended with Resolution No. 2016-10 to allow for a Planned Unit Development (PUD), a mixed use development with up to 1,200 dwelling units and up to 100,000 square feet of commercial on 579 acres with the conditions contained in Resolution No. 2016-10.

WHEREAS, the developer has requested several amendments to the existing Planned Unit Development (PUD) Master Development Plan with Resolution No. 2016-10. The current request to amend the Master Development Plan would allow a designated commercial parcel be converted to residential use for development of single-family residential lots.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida, at a meeting held on October 1, 2019, recommended approval of the request to amend the Conditional Use Permit to convert a designated commercial use to residential use for development of single family lots at the following location:

LOCATION:

579 acres north of Old Highway 50 and Southwest of the Florida Turnpike
(Alternate Key 3809256)

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit. This Resolution would amend Resolution No. 2016-10.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that:

This application for a Conditional Use Permit to allow a Planned Unit Development in the UE Urban Estate Zoning District; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.



CITY OF CLERMONT
RESOLUTION NO. 2019-26R

2. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by Waldrop Engineering and referenced as (Exhibit A). Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approval by the Site Review Committee prior to the issuance of a Zoning Clearance of other development permits. The Conceptual Site Plans submitted with the Conditional Use Permit application are not the approved construction plans.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
5. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
7. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all Building Code violations must be corrected prior to a Certificate of Occupancy being issued.
9. The final Certificate of Occupancy shall not be issued until each of the stated conditions have been met.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.



CITY OF CLERMONT
RESOLUTION NO. 2019-26R

SECTION 2. Land Use

1. This Planned Unit Development (PUD) is for a mixed-use development with up to a maximum 1,200 residential dwelling units, and up to 100,000 square feet of commercial use on 579 acres. This amendment to the CUP would modify the residential parcel, identified as P-2 (also known as Canyons Phase 6), adding the southernmost commercial parcel, identified as “commercial” on the master plan be converted to residential use. The four (4) acre commercial parcel shall be combined with the (Canyons Phase 6) residential parcel to allow construction of 168 single-family residential lots on parcel identified as P-2. The development will provide the maximum allowed of 1,200 dwelling units for the Planned Unit Development. The gross residential density will be 2.46 dwelling units per acre. All other conditions of the Planned Unit Development (PUD) Master Plan shall remain as approved.
2. This Planned Unit Development includes a mix of up to 500 age-restricted and up to 700 non-age-restricted units. The maximum number of age-restricted units may increase by up to 10% (to 550 units) so long as there is a corresponding decrease in the maximum number of non-age-restricted such that the total number of units does not exceed 1,200. Likewise, the maximum number of non-age-restricted units may increase by up to 10% (to 770) so long as there is a corresponding decrease in the maximum number of age-restricted units such that the total number of units does not exceed 1,200. Increases of more than 10% to the maximum number of units in either category are not allowed, unless the City has verified that the project amenities have been adjusted in proportion to the requested changes to the Planned Unit Development.
3. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.

SECTION 3. Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. All excavated material shall be stored in a location approved by the City Engineer.
3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the Final Site Review process.
4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.



CITY OF CLERMONT
RESOLUTION NO. 2019-26R

5. All platting must be completed in accordance with City Codes.

SECTION 4. Transportation Improvements

1. Sidewalks shall be required along Old Highway 50 and within the development, in accordance with Florida Department of Transportation regulations and City Codes.
2. The approximately 50-foot-wide strip of land located north of Lake Patterson and adjacent to the former CSX right-of-way may not be used for automobile access to the property, but may be used as a trail or other multi-modal purpose.

SECTION 5. Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City Code.
2. The project shall be plumbed for reuse water with purple piping. Irrigation in common areas shall be provided for by well.

SECTION 6. Landscaping

1. The landscape design for all parking areas, buffers, rights-of-way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.
2. All landscape plans and plantings shall meet or exceed the City of Clermont Code.

SECTION 7. Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the Architectural Standards of the City of Clermont.
2. All fencing within public view shall be ornamental metal, brick or decorative wood fencing with stone columns, as approved by the Site Review Committee.

SECTION 8. Fire Design Standards

1. Any residential structures not meeting the separation distances set forth in table R302.1 will be required to provide a residential sprinkler system meeting the standards of NFPA 13D.

SECTION 9. Variances included within the Planned Unit Development

Specific considerations/variances within the Planned Unit Development are as follows:

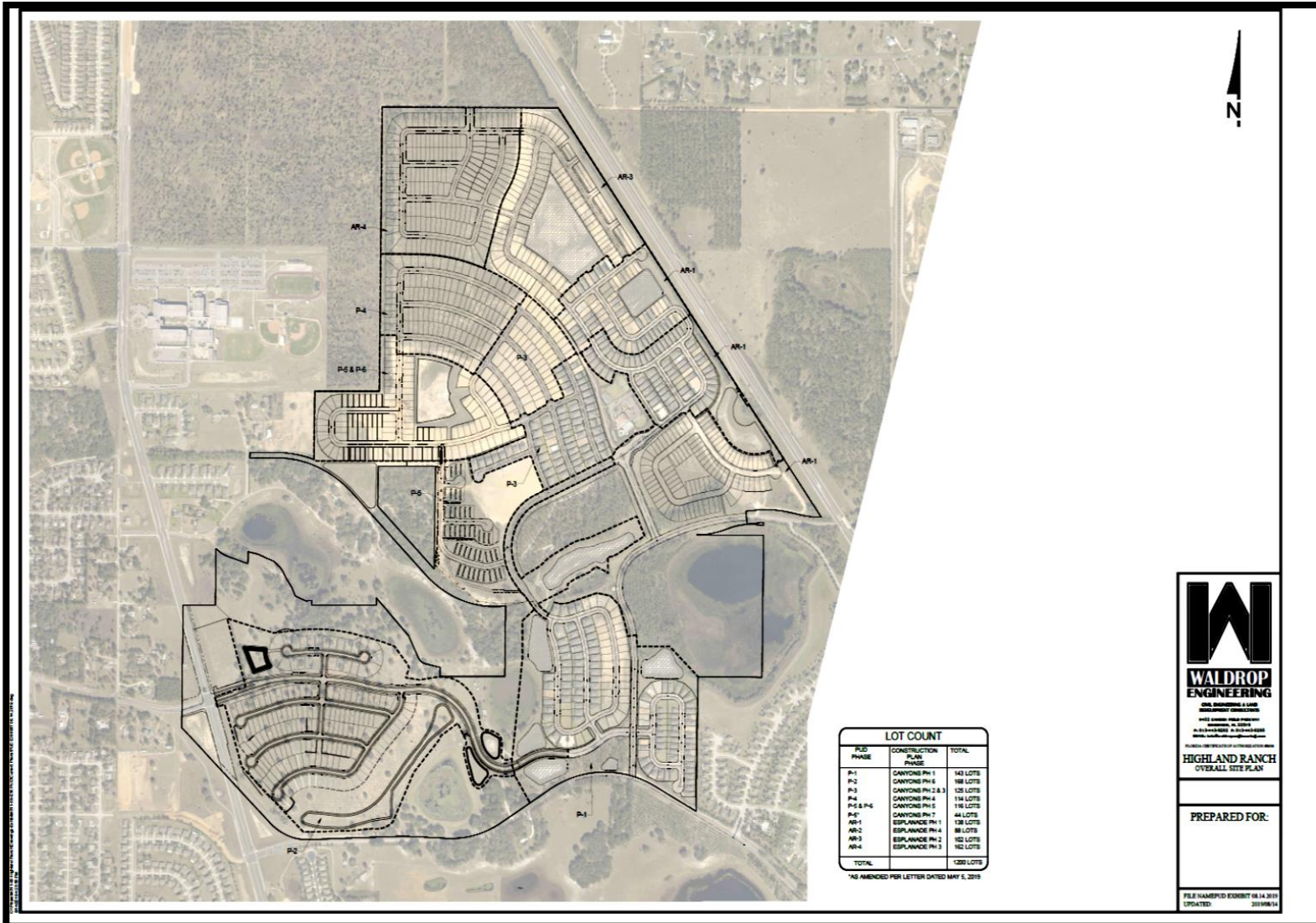
- 1) To allow for private streets with gates.



CITY OF CLERMONT
RESOLUTION NO. 2019-26R

- 2) A grading request for up to twenty-five feet of cut/fill rather than ten feet per Code, provided that the maximum cut/fill (25 feet) shall be limited to no more than 2% of the total project acreage of 578.93 acres. This limitation does not apply to cut/fill that causes elevation changes of less than twenty-five feet.
- 3) Increasing the grading between multi-level developments from five-to-one slope to a four-to-one slope.
- 4) Allowing retaining walls to be ten feet in height rather than a maximum of six feet. However, retaining walls that are located along the external boundary of the Planned Unit Development (where they would be adjacent to property that is located outside of the Planned Unit Development) shall be a maximum of six feet in height.
- 5) To allow lot sizes smaller than one acre, down to 5,500 square feet.
- 6) To allow sidewalks to be located five feet off the back of the right-of-way line; within the right-of-way, rather than located on the edge of the right-of-way.
- 7) Increase total impervious surface coverage areas for individual lots from fifty-five percent to seventy-five percent and from forty-five percent to sixty-five percent for the principal structure.
- 8) Reduce front yard setbacks from thirty-five feet to fifteen feet.
- 9) Reduce the side yard setback from fifteen feet to five feet for single-family detached dwellings for lot types A-F and 3'/12' side yard setback for lot type A-2.
- 10) Reduce the rear yard setback from twenty-five feet to twenty feet. Lots 48-51 and 60-63 within Highland Ranch Esplanade Phase 1 (PB 66, Page 31-36) are permitted a reduced rear yard setback of 8 feet for principal structures and 5 feet for accessory structures.
- 11) Reduce the seven and one-half foot side yard utility easements to match the side yard setbacks.
- 12) The project includes a waiver to allow the existing billboards on the property to remain in place, but on a temporary basis. Billboards shall be removed no later than January 31, 2021.

Site Map





CITY OF CLERMONT
RESOLUTION NO. 2019-26R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, _____ of _____, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

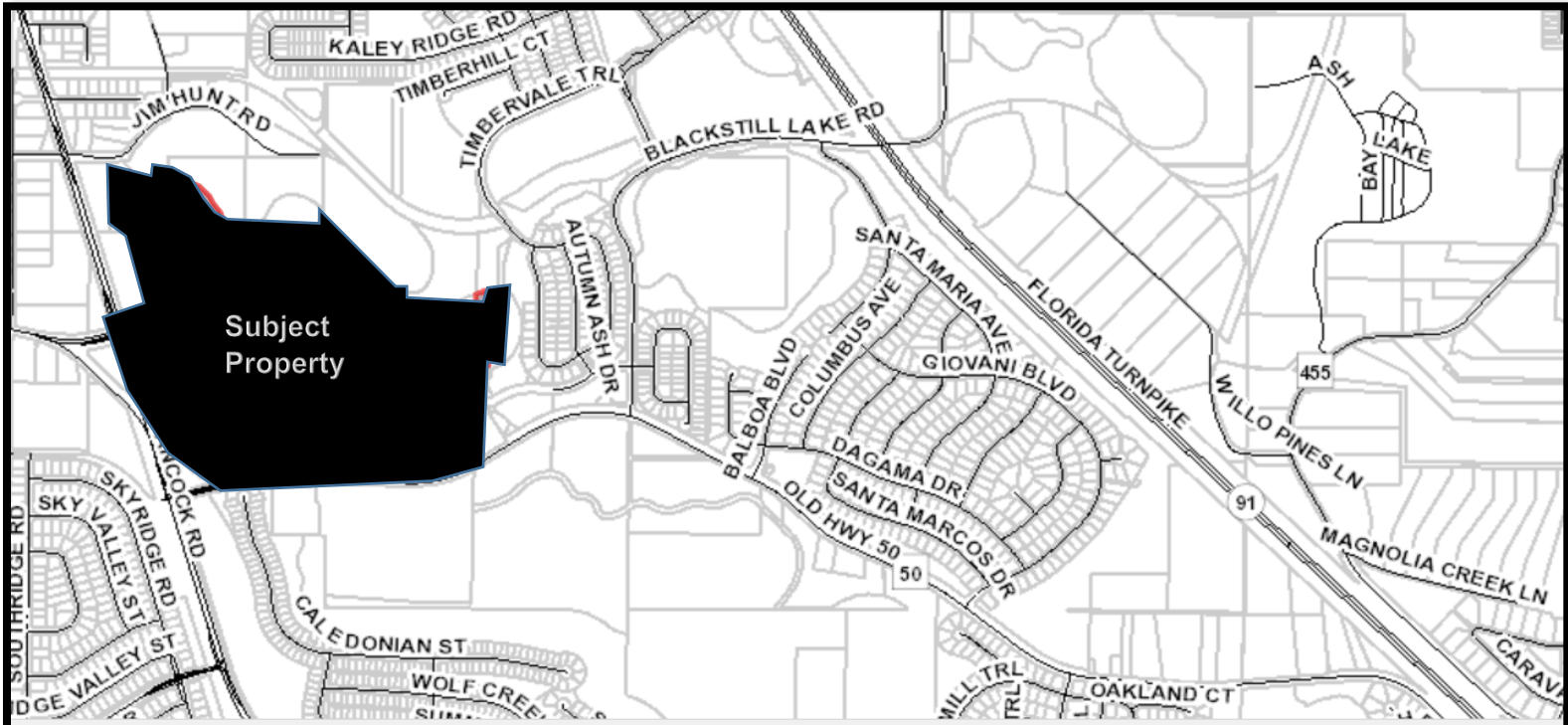
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Location Map



Highland Ranch (FKA Black West) - Canyons Phase 6
Highland Ranch Planned Unit Development
Conditional Use Permit – Short Form Modification to Convert
Commercial to Residential
Request Narrative

Taylor Morrison of Florida, Inc. is the owner of the Highland Ranch Planned Unit Development (PUD), which totals 579+/- acres, and is generally located north of Old Highway 50 and southwest of the Florida Turnpike (the "Property") in the City of Clermont.

The Property was formerly known as Black West, and is partially built out with single-family residential uses, amenities, and site infrastructure. Development permitted under the existing PUD includes 490 dwelling units in the Highland Ranch Esplanade community, in the northern portion of the PUD, and 710 dwelling units in the Highland Ranch Canyons community in the southern portion of the PUD. Taylor Morrison is in process of development of all the phases of the project, with the exception of Canyons Phase 6, known as P-2 on the PUD Master Plan. Most of the 579-acre Property is a residential community consisting of single-family detached homes pursuant to the approved PUD site plan, the Conditional Use Permit conditions, associated waivers, and site development regulations. None of the 10-acre commercial land uses have been constructed to date.

The site to be modified within the PUD is located at 14705 Old Highway 50 in Clermont, Florida 34715. This project is generally located north of Old Highway 50 and east of North Hancock Road. It is within Section 16, Township 22, Range 26, and Subdivision 0001. The parcel identification number for this site is 16-22-26-0001-000-00600. For purposes of this conditional use permit, P-2 will be referred to as Canyons Phase 6.

The current zoning is PUD consistent with the future land use of Master Planned Development. The PUD was last modified in 2016 pursuant to Resolution Number 2016-10. In May of this year, a minor adjustment to Canyons Phase 7 was made to allow development of an upland area that was previously not designated. The PUD is approved for 1,200 dwelling units and 100,000 SF of commercial use. This conditional use permit is requested to modify residential parcel, identified as P-2 (AKA Canyons Phase 6) on the approved PUD Master Plan, adding the southern most commercial parcel, identified as "commercial" on the PUD Master Plan to P-2.

Specifically, this conditional use permit application seeks to convert the southwest commercial land use to residential land use. The ten (10) acres of commercial tracts in the southwest part of the PUD currently allows 100,000 square feet of commercial usage. The southernmost commercial tract located just south of the entrance into the Phase 6 site is +/- 4 acres. This modification proposes removing the southernmost commercial tract from the PUD and adding to the parcel P-2 acreage as a residential use. The right in/out to that commercial tract is also removed. If permitted, this change

will have a total of 168 single family detached residential dwelling units on P-2. This will bring the total unit count for the Highland Ranch PUD to the maximum approved figure of 1,200 dwelling units, which will bring the gross residential density of 2.46 dwelling units per acre.

Parcel P-2, Highland Ranch – Canyons Phase 6, will increase to a total of 102. The remaining commercial parcel north of the Canyons Phase 6 entrance will decrease to 6 acres. Included as a part of this submittal is the Canyons Phase 6 site plan shown with the commercial tract to be removed outlined in red, the overall Highland Ranch site plan with the proposed Canyons Phase 6 modifications and the PUD master site plan with the modifications to P-2, the southern commercial tract and the acreage adjustments. Other changes to the PUD master site plan include removal of the right in/out from the southern commercial tract and the removal of the word “proposed” in reference to Hancock Road.

Thank you in advance for your consideration of this amendment application. Should you require additional information or have any questions, please feel free to contact me directly at (407) 775-6513 or bryan.gaines@waldropengineering.com.

Sincerely,

WALDROP ENGINEERING, P.A.

A handwritten signature in black ink, appearing to read 'Bryan Gaines', with a long horizontal flourish extending to the right.

Bryan Gaines, AICP
Planning Manager - Orlando

Enclosures

cc: Matt Cuarta, Taylor Morrison of Florida, Inc.

WAIVER REQUESTS:

WAIVERS RELATED TO GRADING & WALLS

- Waiver 1 – Section 94-195(b)(3)
Increase, in specific areas, the allowable maximum depth of cut or fill for construction of any roadway to be 25 feet measured at the center line of the roadway.
- Waiver 2 – Section 94-195(c)(1)
Increase the allowable area to be graded to include the entire lot and tract area.
- Waiver 3 – Section 94-195(c)(2)
Increase in specific areas as shown on Sheet 2 of the PD plans, the allowable maximum change in topography from 10 ft. to 25 ft.
- Waiver 4 – Section 94-195(d)(5)
Increase the allowable maximum slope from 5:1 to 4:1
- Waiver 5 – Section 94-195(d)(5)
Increase the maximum height of each retaining wall from 6 ft. to 10 ft.

WAIVERS RELATED TO LOT SIZE & SETBACKS

- Waiver 6 – Section 122-84(1), Section 122-84(2), Section 122-84(3), Section 122-85(1), Section 122-85(2), Section 122-85(3), Section 110 121(6), Section 110 212(3)(a and b)
Modification of the lot size, setbacks, impervious surface, & utility easements to match proposed lot data chart on this page.

WAIVERS RELATED TO ROADWAYS

- Waiver 7 – Section 110-192
Allow private streets at the discretion of the developer in accordance with the private road conditions of this section.

WAIVER RELATED TO BILL BOARDS

- Waiver 8 – Section 122-83
A waiver is granted so that horizontal construction may occur anywhere on the property prior to removal of the existing billboards that are located on the property adjacent to the Turnpike. In addition, houses may be constructed and occupied prior to removal of the existing billboards, so long as such houses are located more than 200' feet away from the billboards. All construction must occur in accordance with the City's construction plan approval process.

WAIVER RELATED ROADWAY CROSS SECTION & SIDEWALK

- Waiver 9 – Section 110-194(3)
The roadway cross section and sidewalk location shall match the section provided on this sheet.

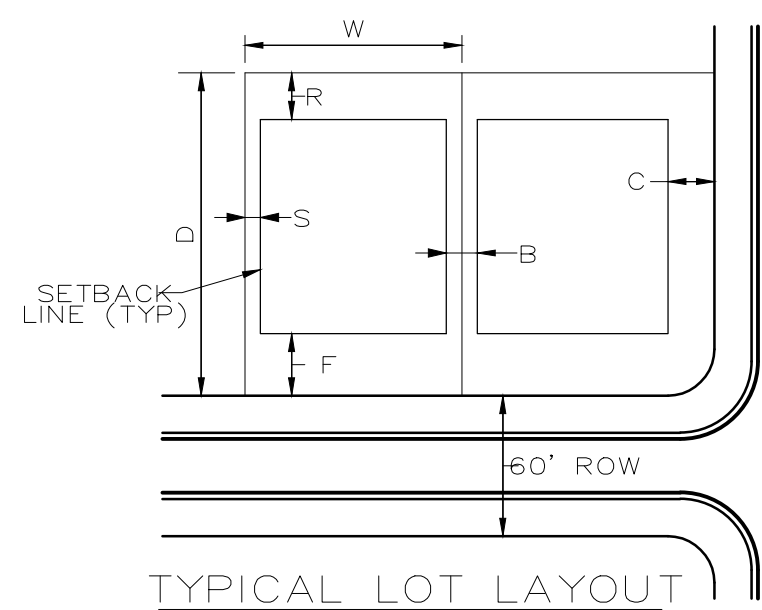
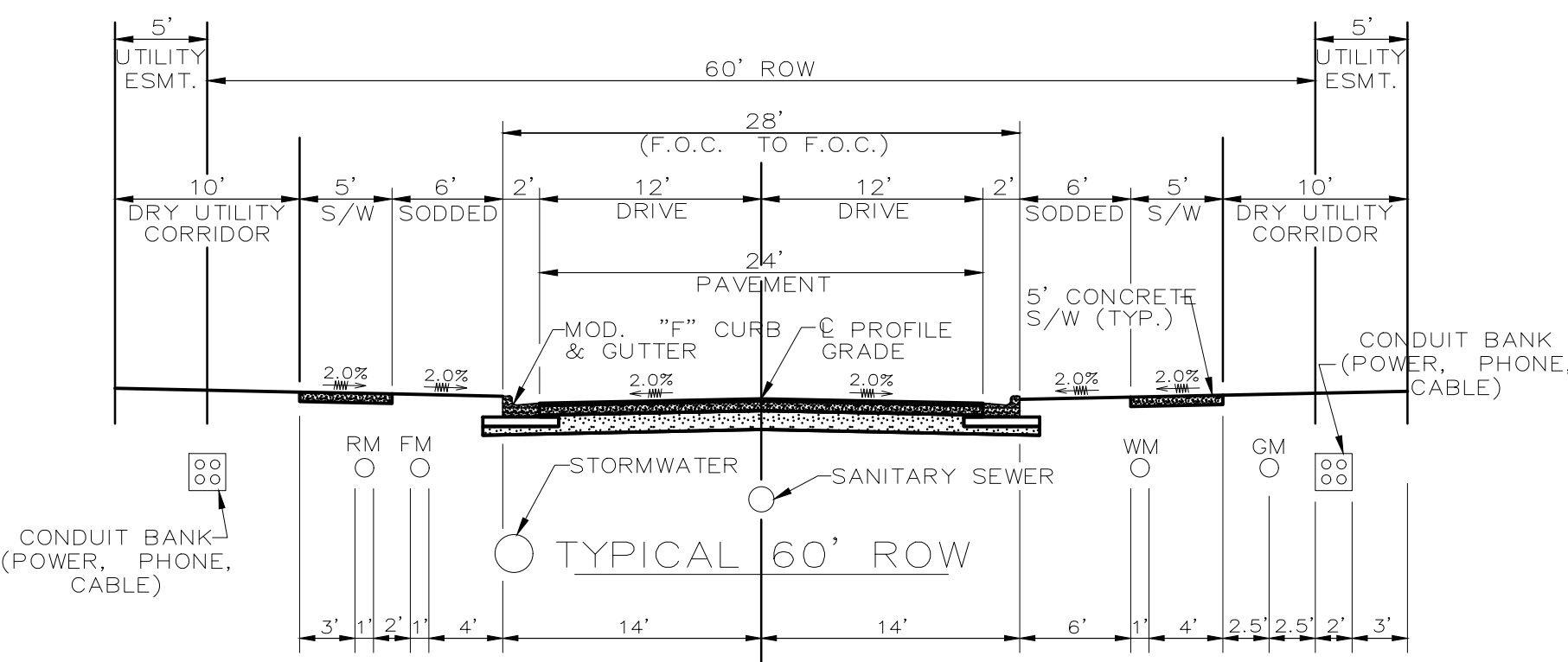
SITE DATA

- | | |
|--|-------------------------|
| 1. PROJECT ACREAGE: | 578.93 ac. |
| 2. RESIDENTIAL DEVELOPABLE ACREAGE: | 487 ac. |
| 3. PROPOSED RESIDENTIAL UNITS: | 1200 units** |
| 4. PROPOSED RESIDENTIAL DENSITY (GROSS): | 2.46 du/ac |
| 5. PROPOSED COMMERCIAL AREA: | 6.34 ac. / 100,000 s.f. |

**MIX OF AGE-RESTRICTED AND NON-AGE-RESTRICTED UNITS SUBJECT TO CONDITIONAL USE PERMIT CONDITIONS, SECTION 2.2.

NOTES:

- 1.) THERE ARE NO PROPOSED WETLAND IMPACTS.
- 2.) THERE ARE NO 100 YR ENCROACHMENTS FOR LOT DEVELOPMENT. MINOR ENCROACHMENTS WITH MITIGATION FOR BOULEVARD/INFRASTRUCTURE ROADWAY.
- 3.) PRIVATE ROADS AND GATED ENTRIES MAY BE ALLOWED WITHIN THE PUD, AT THE DEVELOPER'S ELECTION, IN WHICH CASE PRIVATE ROADS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 4.) AGRICULTURE MAY CONTINUE AS A PERMITTED USE ON AREAS WITHIN THE PUD THAT HAVE NOT DEVELOPED WITH RESIDENTIAL OR COMMERCIAL USES.
- 5.) PROJECT MAY BE DEVELOPED IN MULTIPLE PHASES WHICH CAN BE BUILT IN ANY SEQUENCE AT THE DEVELOPERS DISCRETION.
- 6.) AN EASEMENT FOR ACCESS AND UTILITIES MAY BE PROVIDED TO THE OUT PARCEL CURRENTLY OWNED BY PAUL AND ELIZABETH BETHUNE.
- 7.) THIS PROJECT WILL BE SUBJECT TO ST. JOHNS WATER MANAGEMENT PERMITTING.
- 8.) FOR HOMES OVER 5000 S.F. ADDITIONAL FIRE HYDRANTS MAY BE NEEDED TO MEET FIRE FLOW REQUIREMENTS.
- 9.) UTILITY EASEMENTS- NO INVASIVE TREES SHALL BE PLANTED IN THE UTILITY EASEMENTS PROVIDED ON-SITE.



PROPOSED LOT DATA									
LOT I.D.	W	D	F	R	S	C	B	TOTAL*	BUILDING*
A-2	45	125	15	20	12/3	15	10	75	65
A	50	110	15	20	5	15	10	75	65
B	55	110	15	20	5	15	10	75	65
C	60	110	15	20	5	15	10	75	65
D	65	110	15	20	5	15	10	75	65
E	70	120	15	20	5	15	10	75	65
F	75	120	15	20	5	15	10	75	65

* BUILDING IMPERVIOUS COVER EXCLUDES PORCH AND POOL AREAS.
* SIDE YARD UTILITY EASEMENTS TO MATCH SIDE YARD SETBACKS.
* A-2 LOTS ARE LIMITED TO THOSE GENERAL AREAS IN AR-2, AR-3 & AR-4 SHOWN ON PLAN.

REQUIRED OFF-SITE RECLAIM LINE INSTALLATIONS:

THE DEVELOPER SHALL EXTEND THE OFF-SITE RECLAIM LINE TO THE PROJECT FROM THE POINT OF CONNECTION DEPICTED ON THE CUP PRIOR TO ISSUANCE OF A CERTIFICATE OF COMPLETION FOR THE INFRASTRUCTURE CONSTRUCTED PURSUANT TO THE PHASE 2 CONSTRUCTION PLANS. THE 229 AGE RESTRICTED AND PRIMARY PHASE 1 LOTS WILL BE SERVICED IN THE INTERIM BY THE INTERNAL RECLAIM LINE WHICH WILL BE JUMPED OFF OF THE POTABLE SYSTEM. THE DEVELOPER WILL INSTALL INTERNAL RECLAIM LINES WITHIN ALL OF THE SUBDIVISION STREETS FOR SERVICE.

LEGEND

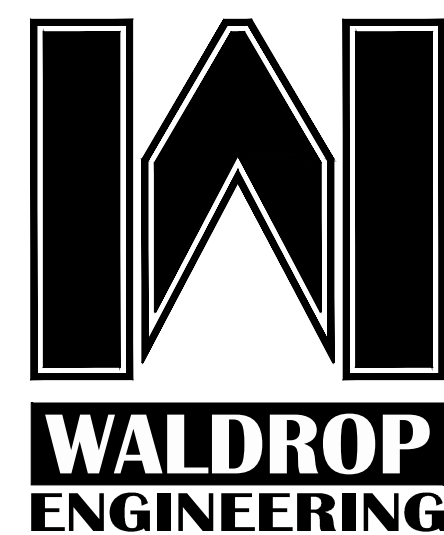
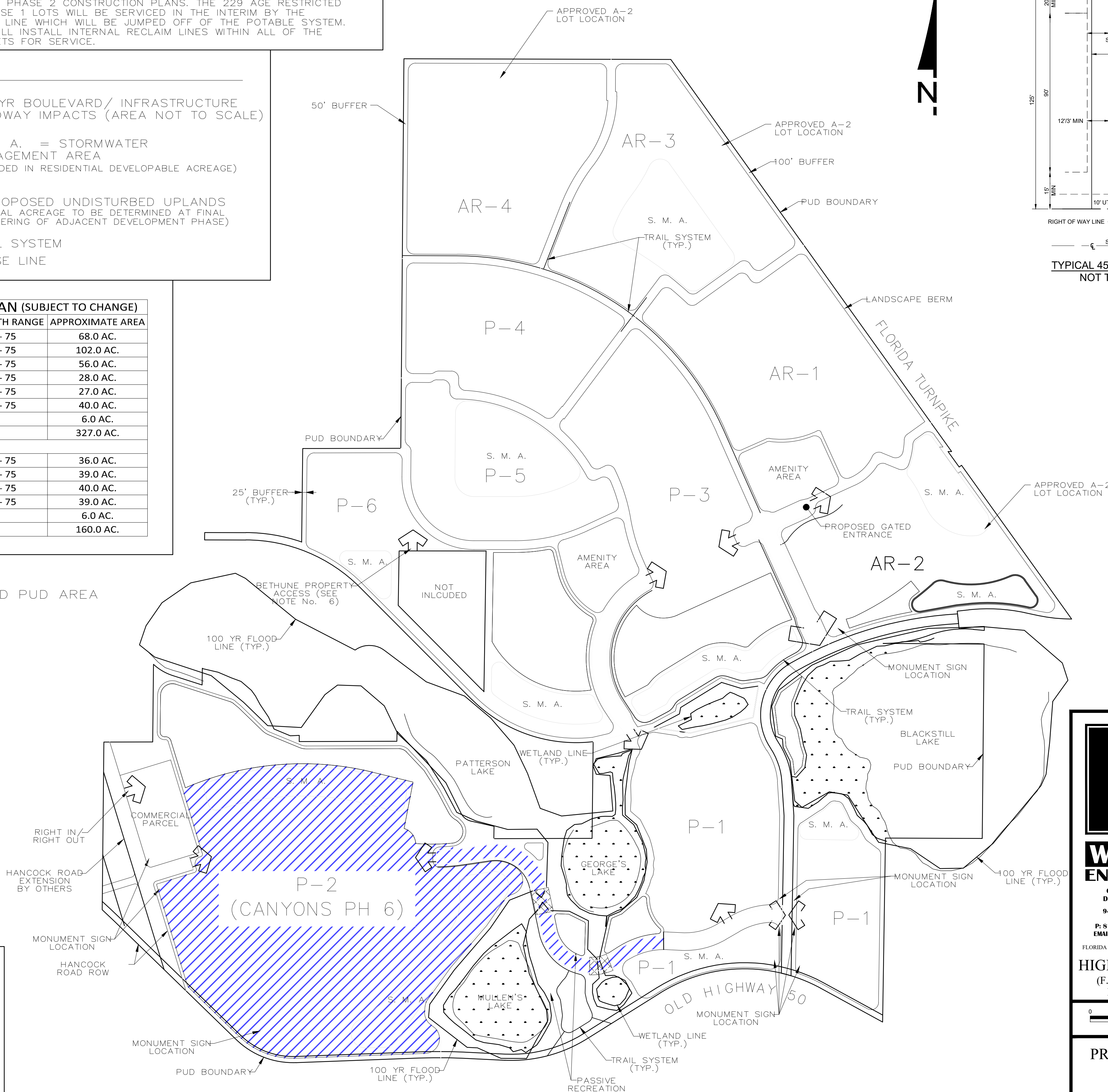
- 100 YR BOULEVARD/ INFRASTRUCTURE ROADWAY IMPACTS (AREA NOT TO SCALE)
- S. M. A. = STORMWATER MANAGEMENT AREA (INCLUDED IN RESIDENTIAL DEVELOPABLE ACREAGE)
- PROPOSED UNDISTURBED UPLANDS (ACTUAL ACREAGE TO BE DETERMINED AT FINAL ENGINEERING OF ADJACENT DEVELOPMENT PHASE)
- TRAIL SYSTEM PHASE LINE

PHASING PLAN (SUBJECT TO CHANGE)		
PHASE	LOT WIDTH RANGE	APPROXIMATE AREA
P-1	50 - 75	68.0 AC.
P-2	50 - 75	102.0 AC.
P-3	50 - 75	56.0 AC.
P-4	50 - 75	28.0 AC.
P-5	50 - 75	27.0 AC.
P-6	50 - 75	40.0 AC.
AMENITY		6.0 AC.
TOTAL		327.0 AC.

AR-1	50 - 75	36.0 AC.
AR-2	45 - 75	39.0 AC.
AR-3	45 - 75	40.0 AC.
AR-4	45 - 75	39.0 AC.
AMENITY		6.0 AC.
TOTAL		160.0 AC.

LEGEND

- AMENDED PUD AREA



HIGHLAND RANCH
(F.K.A. BLACK WEST)
P.U.D. SITE PLAN

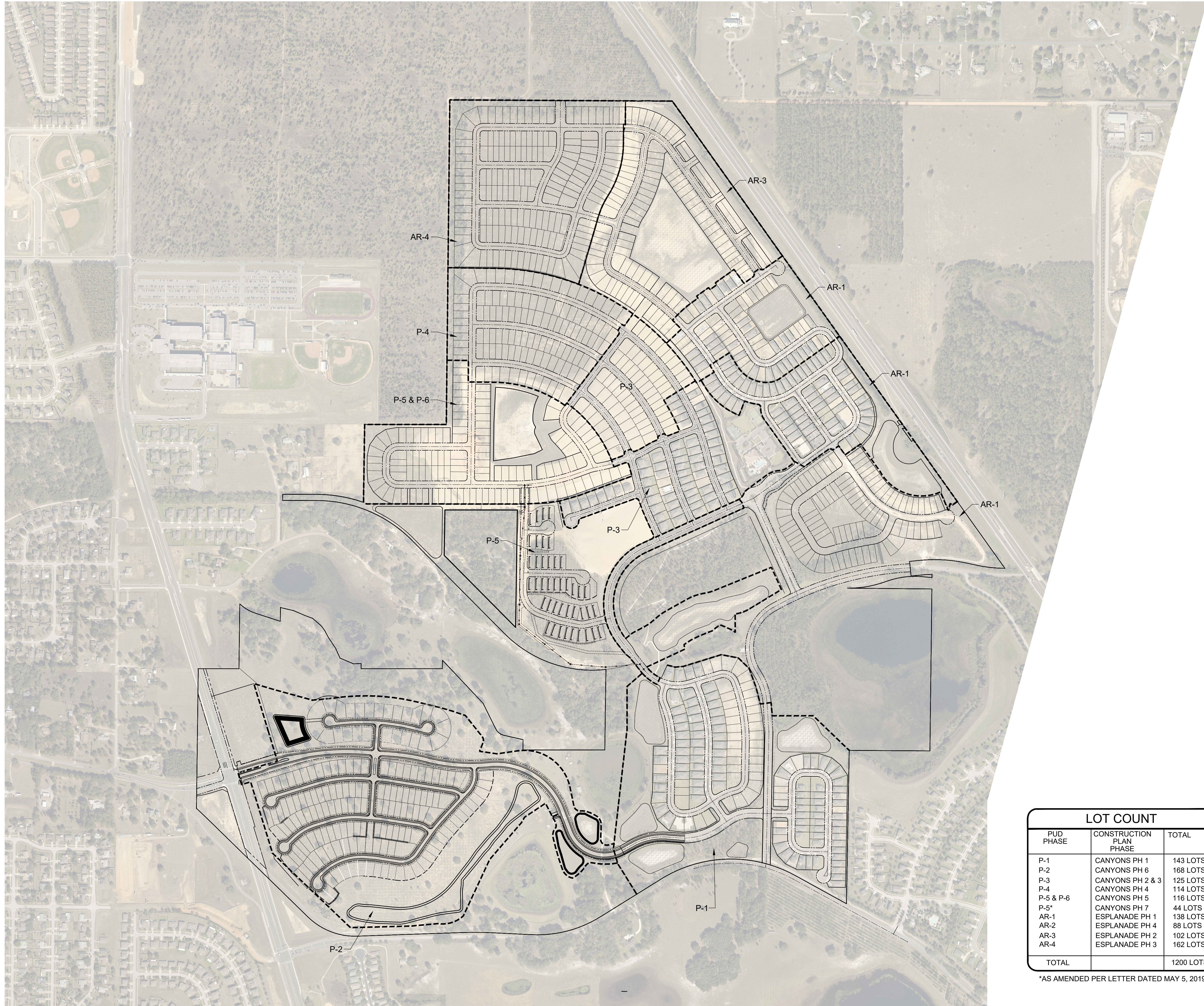
0 200 400 800
SCALE IN FEET

PREPARED FOR:

taylor morrison
Homes Inspired by You

FILE NAME: 51100E1601 08.14.2019
UPDATED: 08/14/2019

C:\Projects\51-100 Highland Ranch\Drawings-Exhibits\51-100-ET-16 PUD\Current Plans\PUD Exhibit 08.14.2019.dwg
8/14/2019 4:53:55 PM



LOT COUNT		
PUD PHASE	CONSTRUCTION PLAN PHASE	TOTAL
P-1	CANYONS PH 1	143 LOTS
P-2	CANYONS PH 6	168 LOTS
P-3	CANYONS PH 2 & 3	125 LOTS
P-4	CANYONS PH 4	114 LOTS
P-5 & P-6	CANYONS PH 5	116 LOTS
P-5*	CANYONS PH 7	44 LOTS
AR-1	ESPLANADE PH 1	138 LOTS
AR-2	ESPLANADE PH 4	88 LOTS
AR-3	ESPLANADE PH 2	102 LOTS
AR-4	ESPLANADE PH 3	162 LOTS
TOTAL		1200 LOTS

*AS AMENDED PER LETTER DATED MAY 5, 2019



**WALDROP
ENGINEERING**

CIVIL ENGINEERING & LAND
DEVELOPMENT CONSULTANTS
9432 CAMDEN FIELD PARKWAY
RIVERVIEW, FL 33575
P: 813-443-8282 F: 813-443-8285
EMAIL: info@waldropengineering.com

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

HIGHLAND RANCH
OVERALL SITE PLAN

PREPARED FOR:

FILE NAMEPUD EXHIBIT 08.14.2019
UPDATED: 2019/08/14



CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: August 21, 2019

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Highland Ranch Planned Unit Development (PUD)

APPLICANT: Waldrop Engineering, P.A.

CONTACT PERSON: Bryan Gaines, AICP

Address: 2600 Maitland Center Parkway, Suite 262

City: Maitland State: Florida Zip: 32751

Phone: 407-775-6500 Fax: 407-775-6599

E-Mail: Bryan.Gaines@WaldropEngineering.com

OWNER: Taylor Morrison of Florida, Inc. - Orlando Division

Address: 2600 Lake Lucien Drive, Suite 350

City: Maitland State: Florida Zip: 32751

Phone: 407-629-0077 Fax: _____

Address of Subject Property: N/A

General Location: 579 Acres generally located north of Old Highway 50 and
southwest of the Florida Turnpike

Legal Description (include copy of survey): See attached.

Land Use (City verification required): Master Planned Development Land Use District

Zoning (City verification required): Planned Unit Development (PUD)

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2



OWNER / AGENT AUTHORIZATION FORM

Date: August 16, 2019

I/we, (print property owner name(s)) Taylor Morrison of Florida, Inc., as the property owners(s) of the real property described as follows, Highland Ranch PUD 14705 Old Highway 50, do hereby authorize John B. Gaines, Waldrop Engineering, P.A. (print agent's name) to act as my/our agent, to execute any petitions or other documents necessary (excluding impact fee deferral agreements) to affect the application approval requested and more specifically described as follows, Conditional Use Permit - Short Form Modification, and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the application. I/we hereby grant permission for staff to conduct a site visit in conjunction with this application.

Matt Young, P.E.

Signature

Print Name of Property Owner

Date

Signature

Print Name of Property Owner

Date

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 21st day of August, 2019, by Matt Young, who is personally known to me or who has produced _____ as identification and who did _____ or did not _____ take an oath.

(Seal)



Julia A. Aragona
Notary Public (Signature)
My Commission Expires: Feb 10, 2021

Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10090811
Phone: (352) 241-7331
Date: 09/19/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	09/24/2019	10/15/2019	\$185.20

LEGAL NOTICE hours prior to the public hearings.

Notice is hereby given that the City of Clermont will consider a request to amend Resolution 2013-17 and Resolution 2016-10 to allow for an amendment to the Planned Unit Development (PUD) Master Development Plan, to convert a designated commercial parcel to residential use for the development of single-family residential lots, at the following location:

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10090811
September 24, 2019 &
October 15, 2019

LOCATION

Highland Ranch Planned Unit Development (FKA Black West)
579 acres +/-

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

The Planning & Zoning Commission will consider this request on Tuesday, October 1, 2019 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, October 22, 2019 at 6:30pm.

All public meeting are held at the Clermont City Hall, Council Chamber, located at 685 W. Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48

Payment Info	
Ad Price	\$185.20
Tax	\$0.00
Sub Total	\$185.20
Prepaid Amount	\$0.00
Balance Due	\$185.20



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, October 22, 2019

Agenda Item Name

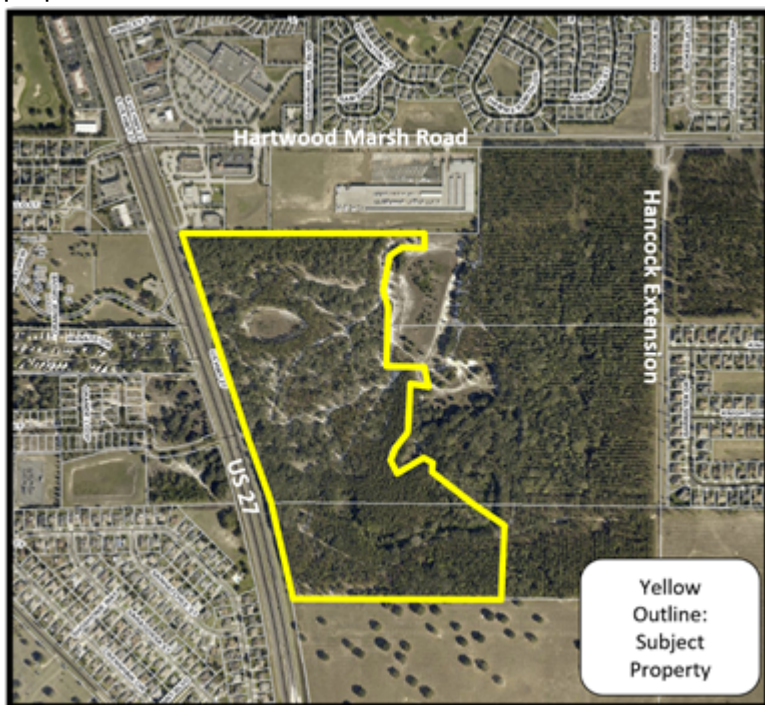
Ordinance No. 2019-30 *Introduction*
Hartwood Properties

Requested Action

Recommend introduction of Ordinance No. 2019-30.

Staff Report

The owner, Hartwood Properties LLC, has requested a rezoning to a Planned Unit Development with C-2 General Commercial uses and Residential uses. The subject site is 80 +/- acres in size. The property is 1/4 mile south of Hartwood Marsh Road, east of US Hwy 27. A portion of the property has been historically used for agricultural purposes.



The applicant desires to develop the property for commercial and residential uses in the future, which may include up to 600 multi-family dwelling units and up to 120,500 square feet of commercial uses. A conceptual site plan has been submitted to show what could be placed on the property in respect to uses, intensities and densities. Due to the City's recent multi-family moratorium and the applicant not having site specific plans, staff is recommending C-2 General Commercial uses until such time the multi-family is ready to move forward with detailed site plans. The applicant has agreed to amend the PUD once this becomes a reality. If approved, the zoning would permit C-2 General Commercial uses on the site. Any residential (single-family or multi-family) uses or conditional uses, such as buildings over 20,000 square feet, would require the applicant to come back before the Planning and Zoning Commission and City Council for approval. A more detailed site plan with specific uses would be submitted at the time the site is ready for development.

The PUD with C-2 General Commercial zoning is compatible with the Master Planned Development Future Land Use. The property fronts a major Federal Highway and these types of uses would be compatible in the area.

Staff has reviewed the applicant's proposal and finds the proposed zoning at this location is compatible with the uses in the area. Staff is able to support the request for the rezoning change since it is not in conflict with the City's Comprehensive Plan and the property can be developed in a similar fashion under Lake County's Regional office designation. Therefore; staff recommends approval of the rezoning to the Planned Unit Development to include C-2 General Commercial uses. *The Planning and Zoning Commission recommended 4-2 for approval with a condition added to restrict no access from the development to Hartwood Marsh Road.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | 2019-30 Hartwood Properties REZ | 2019-30 Hartwood Properties REZ.doc |
| 2. | Hartwood Properties Map | Hartwood Properties Map.pdf |
| 3. | site plan | site plan.pdf |
| 4. | App | App.pdf |
| 5. | ORDINANCE NO 2019-30 Hartwood Properties PUD | ORDINANCE NO 2019-30 Hartwood Properties PUD |
| | Legal Ad Proof | Legal Ad Proof.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2019-30

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, RECORDING, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Parcel 1: From E 1/4 cor run S 0-25-15 W along E line of SE 1/4 26 ft, Thence N 89-42-0 W 999.95 ft, N 0-18-0 E 26 ft to N line of SE 1/4, N 89-42-0 W along N line of SE 1/4 315.4 ft to NW cor of NE 1/4 of SE 1/4, S 0-20-29 W along W line of NE 1/4 of SE 1/4 644.48 ft to NE cor of S 1/2 of NW 1/4 of SE 1/4, N 89-36-25 W 382.81 ft along N line of S 1/2 of NW 1/4 of SE 1/4 for pob, run S 0-23-35 W 86.68 ft, S 87-41-33 W 82.14 ft, S 80-48-18 W 53.28 ft, S 74-46-16 W 40.33 ft, S 60-09-01 W 42.42 ft, S 44-07-53 W 55.81 ft, S 16-35-39 W 43.95 ft, S 09-45-40 W 49.13 ft, S 02-11-09 W 52.9 ft, S 07-19-12 W 66.15 ft, S 15-51-21 W 43.08 ft, S 30-34-13 E 20.75 ft, S 46-57-10 E 23.08 ft, S 25-48-53 E 31.53 ft, S 10-32-32 E 40.47 ft, S 06-51-20 W 199.46 ft, S 02-32-14 E 197.47 ft, S 45-06-17 E 26.84 ft, S 85-12-21 E 36.97 ft, N 79-46-13 E 30.52 ft, S 88-48-33 E 90.46 ft, S 73-14-47 E 36.84 ft, S 46-19-25 E 35.85 ft, S 32-23-58 E 72 ft to the point of curvature of a curve concave NW'ly having a radius of 25 ft & a chord bearing of S 41-37-57 W, run SW'ly along arc of curve thru central angle of 148-03-50 a dist of 64.61 ft to the pt of tangency, N 64-20-08 W 25.4 ft, N 76-04-07 W 30.37 ft, S 68-05-38 W 28.33 ft, S 36-16-47 W 24.84 ft, S 14-54-49 W 44.67 ft, S 03-11-49 W 54.97 ft, S 02-36-01 E 121.76 ft, S 06-27-57 W 101.43 ft, S 20-42-07 W 56.29 ft, S 43-55-27 W 43.91 ft, S 61-30-08 W 44.26 ft, S 28-56-59 W 43.34 ft, S 16-05-04 W 33.97 ft, S 04-17-39 W 27.39 ft, S 21-01-30 E 101.88 ft, S 56-24-53 E 10.66 ft, S 77-06-37 E 14.04 ft, N 70-14-29 E 16.3 ft, N 55-07-08 E 65.04 ft, N 66-47-05 E 81.79 ft, N 25-50-57 E 30.74 ft, N 72-14-43 E 23.58 ft, S 79-19-14 E 22.5 ft, S 57-16-34 E 38.82 ft, S 31-04-08 E 24.54 ft, S 06-26-42 E 28.59 ft, S 18-55-15 W 15.13 ft, S 50-15-49 E to S line of sec, run W'ly along S line of sec to e r/w line of us hwy 27, run NW along E r/w line of us hwy 27 to N line of SW 1/4 of NE 1/4 of SW 1/4, run E'ly along N line of S 1/2 of NE 1/4 of SW 1/4 & N line of S 1/2 of NW 1/4 of SE 1/4 to pob orb 621 pg 51 orb 774 pgs 2445 2447 orb 1427 pg 722 orb 1511 pg 1588 orb 3788 pg 45. Parcel ID: 09-23-26-000400000600

Parcel 2: From NE cor of sec run S 0-26-49 W 662.26 ft to SE cor of N 1/2 of NE 1/4 of NE 1/4, N 89-32-02 W 1121.46 ft for pob, run N 0-27-58 E 529.08 ft, N 50-15-49 W to N line of sec, W along said N line to E'ly r/w line of us hwy 27, SE'ly along said E'ly r/w line to S line of



CITY OF CLERMONT
ORDINANCE NO. 2019-30

N 1/2 of N 1/2 of NE 1/4, run E'y along said S line of N 1/2 of N 1/2 of NE 1/4 to pob orb 1511
pg 1588 orb 3788 pg 45.

Parcel ID: 16-23-26-000100000800

Site contains 80.4 +/- acres.

LOCATION

1/4 mile south of Hartwood Marsh Road, East of US 27
Alternate Keys 1412251 & 3853085

FROM: Urban Estate (UE) and Urban Transition (UT)
TO: Planned Unit Development (PUD)

SECTION 2.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3.

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 5.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

SECTION 6. General Conditions

This application for a Planned Unit Development to allow for a multi-tenant commercial development with C-2 General Commercial be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property may be developed under the City's C-2 General Commercial District, Division 11 of the Land Development Code. Any multi-family or conditional uses under the C-2 General Commercial District will require the developer to amended the Planned Unit Development ordinance.



CITY OF CLERMONT
ORDINANCE NO. 2019-30

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.
6. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.

SECTION 7. Land Uses and Specific Conditions

1. The development shall comply with all applicable County and Florida Department of Transportation access management requirements.
2. A Tier 2 Traffic Impact Study shall be completed at the time of site plan review. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.
3. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.



CITY OF CLERMONT
ORDINANCE NO. 2019-30

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this _____ day of _____, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Hartwood Properties

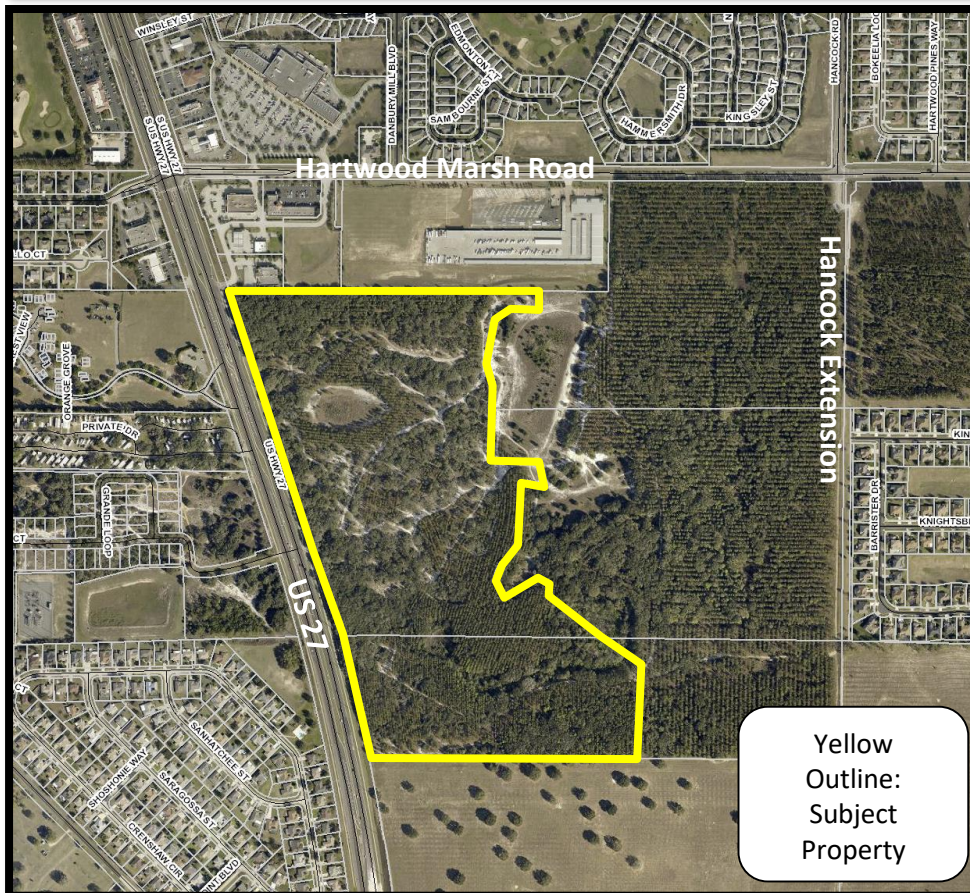


Exhibit – Future Land Use –Hartwood Properties

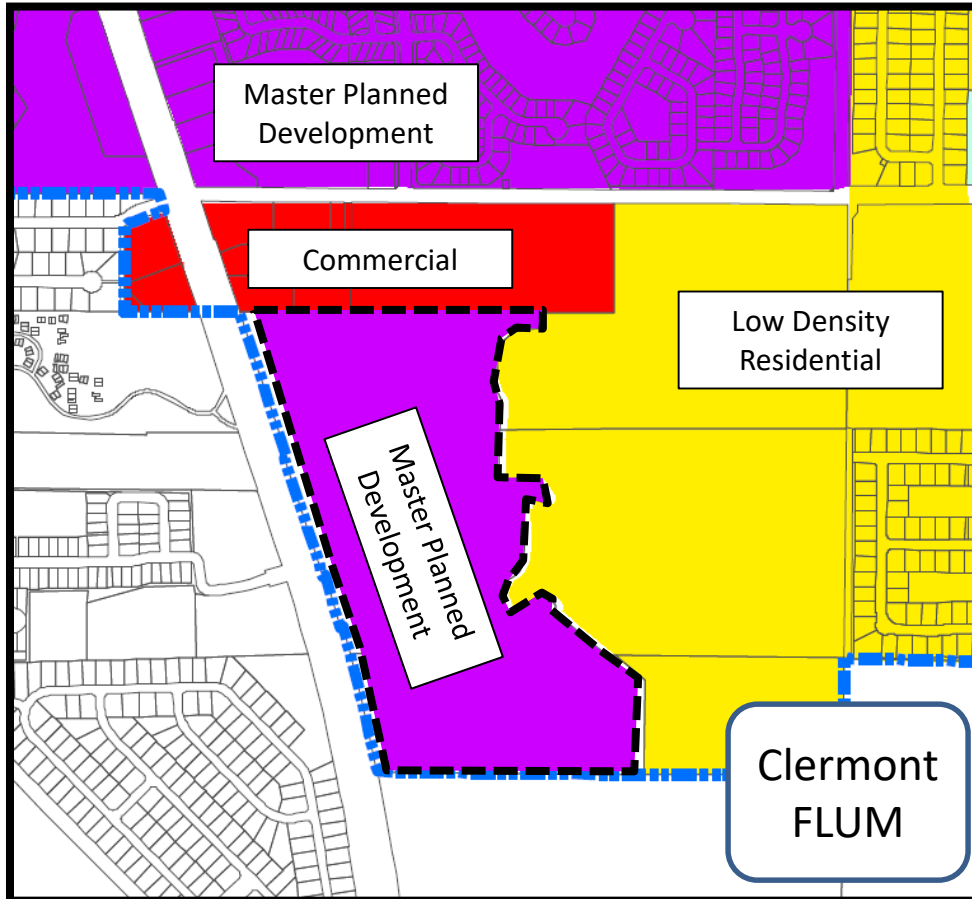
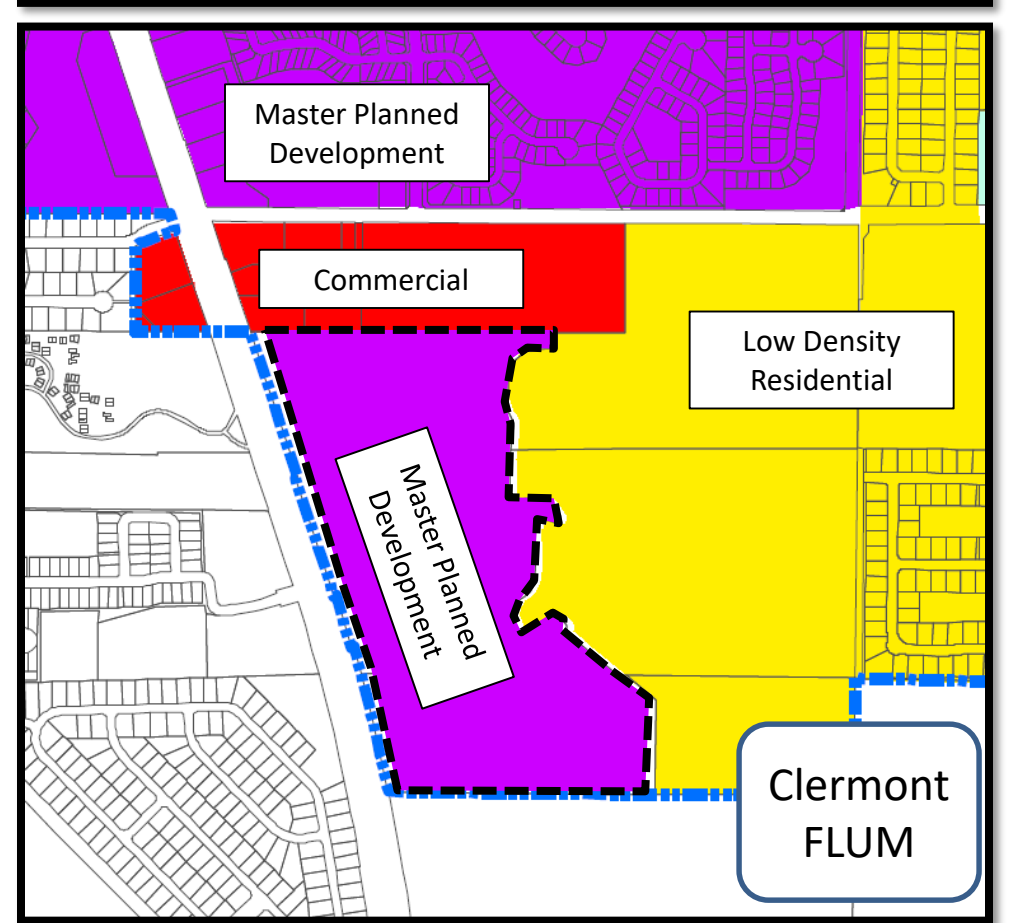
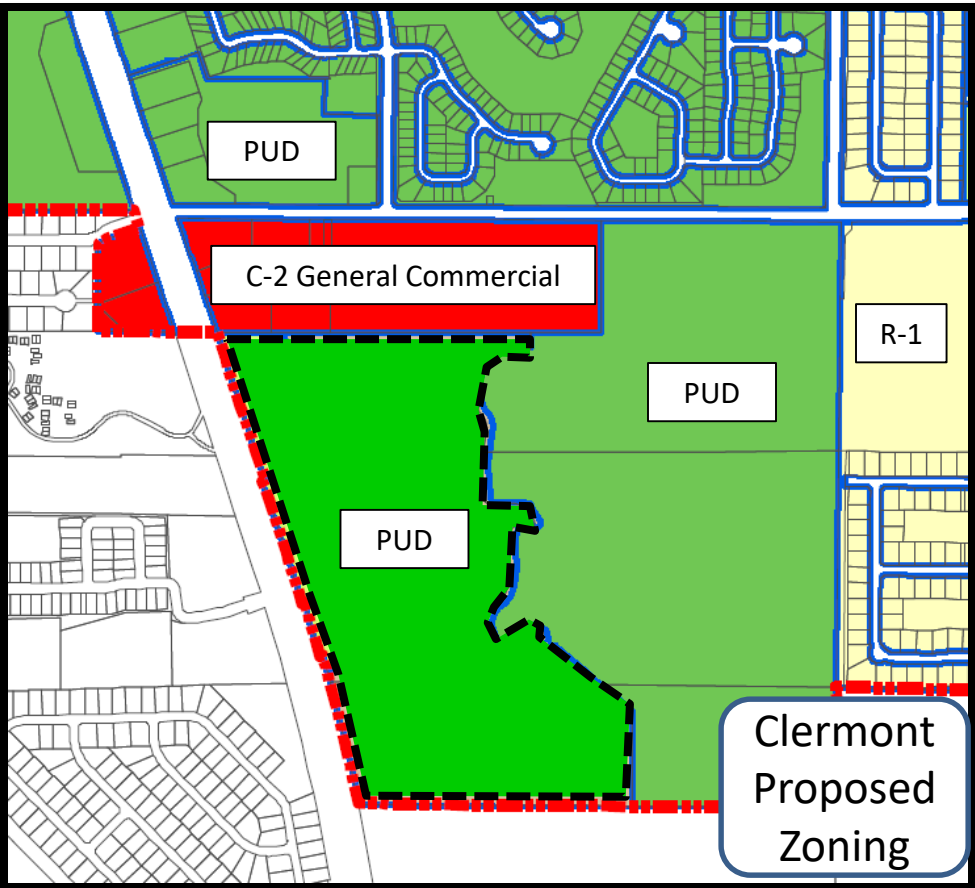
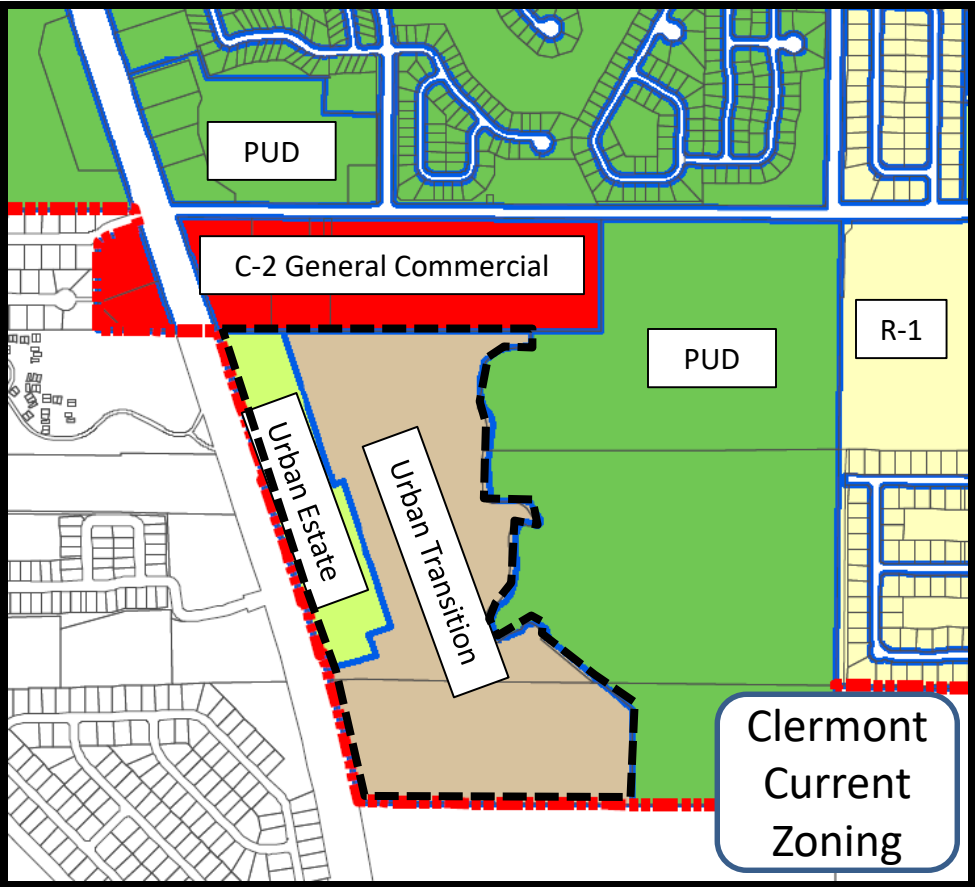


Exhibit - Zoning Map –Hartwood Properties



The map shows a geographical area with a north arrow pointing upwards. A black dot indicates the 'SITE LOCATION'. A label 'L' is present near the site location. The map also shows various geographical features like rivers and lakes.



1615 EDGEWATER DRIVE, STE 200
ORLANDO, FLORIDA 32804
T 407.975.1273
F 407.975.1278
www.smeinc.com

SITE DATA

PARCEL ID: 09-23-26-000400000600 & 16-23-26-000100000800
 SITE ADDRESS: SOUTH HWY 27
 CLERMONT FL 34711
 SITE ACRES: 80.41 AC. (3,502,359 FT²)
 EXISTING ZONING: UT - URBAN TRANSITION

PROPOSED FUTURE
LAND USE: MASTER PLAN DEVELOPMENT

ADJACENT ZONING:

NORTH:	PUD - PLANNED UNIT DEVELOPMENT
SOUTH:	CFD - COMMUNITY FACILITY DISTRICT
EAST:	R-6 - URBAN RESIDENTIAL
WEST:	UE - URBAN ESTATE LOW DENSITY RESIDENTIAL

PROPOSED USE: COMMERCIAL / MULTIFAMILY

ADJACENT LAND USE:
NORTH: COMMERCIAL
SOUTH: US HIGHWAY 27 ROW
EAST: WELLNESS WAY 1
WEST: WELLNESS WAY 1

COMMERCIAL TRACT

MAXIMUM FLOOR AREA RATIO: 0.25

PROPOSED FAR:
IMPERVIOUS SURFACE RATIO (ISR): 80%

OPEN SPACE: 20%

PERMITTED USES: C-1 ZONING DISTRICT

MAXIMUM BUILDING HEIGHT: 55 FEET

SETBACKS (C-1 ZONING DISTRICT)
FRONT: 50 FEET (FROM US 27)
25 FEET (FROM OTHER STREETS)
SIDE: 50 FEET (FROM US 27)
25 FEET (FROM OTHER STREETS)
12 FEET INTERIOR SIDE YARD
REAR: 50 FEET (FROM US 27)
25 FEET

PROPOSED COMMERCIAL AREA: 120,500 SQ.FT.

*MINIMUM OF 25 FEET FROM ESTABLISHED HIGH-WATER MARKS.
MINIMUM REQUIRED PARKING PER SECTION 98-14 OF THE LDC.

MULTI-FAMILY RESIDENTIAL TRACTS

MAXIMUM DENSITY: 12 UNITS PER ACRE

PROPOSED DENSITY:
IMPERVIOUS SURFACE RATIO (ISR): 70%

OPEN SPACE: 30%

PERMITTED USES: MULTI-FAMILY RESIDENTIAL DEVELOPMENT, INCLUDING APARTMENTS, TOWNHOMES, AND CONDOMINIUMS, EXCEEDING 12 DWELLING UNITS.

MAXIMUM BUILDING HEIGHT: 55 FEET

SETBACKS (C-1 ZONING DISTRICT)
FRONT: 50 FEET (FROM US 27)
 25 FEET (FROM OTHER STREETS)
SIDE: 50 FEET (FROM US 27)
 25 FEET (FROM OTHER STREETS)
 15 FEET INTERIOR SIDE YARD
REAR: 50 FEET (FROM US 27)
 25 FEET

PROPOSED RESIDENTIAL UNITS: 600 UNITS

*MINIMUM OF 25 FEET FROM ESTABLISHED HIGH-WATER MARKS
MINIMUM REQUIRED PARKING PER SECTION 98-14 OF THE LDC.

TRIP GENERATION

TRIP GENERATION		ITE Code	Intensity	Daily Trip Ends	AM Peak Period				PM Peak Period				
Land Use	In				Out		In		Out				
	%				Trips	%	Trips	%	Trips	%	Trips		
Low-Rise Housing	220	600DU	4,495	23%	60	77%	202	262	63%	183	37%	108	29%
Shopping Center	820	120.5KSF	6,825	62%	70	38%	43	113	48%	300	52%	324	62%
Subtotal			11,320		130		245	375		483		432	91%
Internal Capture			566		3		3	6		108		108	21%
Pass-By			2,128		23		14	36		65		73	13%
Total			8,626		104		228	333		370		251	56%



A horizontal graphic scale bar with tick marks at 0, 150, 300, and 600 feet. The bar is divided into four equal segments, each representing 150 feet. The text "GRAPHIC SCALE" is centered below the bar, and "(IN FEET)" is at the bottom right.

PROJECT NUMBER
527118065

DRAWING NUMBER

C1.1

DRAWING NAME

SITE DEVELOPMENT PLAN

T:\Projects\2018\p8\5271-18-065-Hartwood Marsh-Florida\CAD\SDP - Site Development Plans\5271 18065_C1.0_LAY.dwg-C1.1 CONCEPT PLAN May 16, 2019 csdilla



REZ1905-0002

**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: May 6, 2019

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Hartwood Marsh

APPLICANT: S&ME

CONTACT PERSON: Chris Dougherty

Address: 1615 Edgewater Dr

City: Orlando State: FL Zip: 32804

Phone: 407-975-1273 Fax: 407-975-1278

E-Mail: cdougherty@smeinc.com

OWNER: Hartwood Properties LLC

Address: P.O. Box 617138

City: Orlando State: FL Zip: 32861

Phone: 407-370-9100 Fax: _____

Address of Subject Property: Along east side of US-27, due south of Hartwood Marsh Rd by approx. 680 ft.

Legal Description (include copy of survey): See attached

Acreage: 80.41 Land Use: Vacant
(City verification required)

Present Zoning: UT and UE Proposed Zoning: Planned Unit Development
(City verification required)



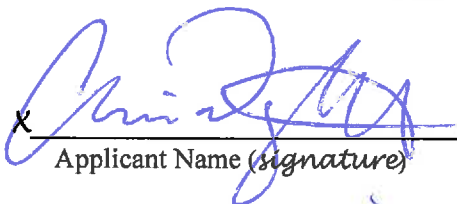
CITY OF CLERMONT
REZONING
APPLICATION
Page 2

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

See narrative

Chris Dougherty
Applicant Name (print)

x 
Applicant Name (signature)

Holly Collins
Owner Name (print)

x 
Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
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CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10090668
Phone: (352) 241-7331
Date: 09/13/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	09/16/2019	10/28/2019	\$434.64

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2019-30

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, RECORDING, AND PUBLICATION

LOCATION:

1/4 mile south of Hartwood Marsh Road, East of US 27
(Alternate Keys 141.2251, 3853085)

LEGAL DESCRIPTION

Parcel 1: From E 1/4 cor run S 0-25-15 W along E line of SE 1/4 26 ft, Thence N 89-42-0 W 999.95 ft, N 0-18-0 E 26 ft to N line of SE 1/4, N 89-42-0 W along N line of SE 1/4 315.4 ft to NW cor of NE 1/4 of SE 1/4, S 0-20-29 W along W line of NE 1/4 of SE 1/4 644.48 ft to NE cor of S 1/2 of NW 1/4 of SE 1/4, N 89-36-25 W 382.81 ft along N line of S 1/2 of NW 1/4 of SE 1/4 for pob, run S 0-23-35 W 86.68 ft, S 87-41-33 W 82.14 ft, S 80-48-18 W 53.28 ft, S 74-46-16 W 40.33 ft, S 60-09-01 W 42.42 ft, S 44-07-53 W 55.81 ft, S 16-35-39 W 43.95 ft, S 09-45-40 W 49.13 ft, S 02-11-09 W 52.9 ft, S 07-19-12 W 66.15 ft, S 15-51-21 W 43.08 ft, S 30-34-13 E 20.75 ft, S

46-57-10 E 23.08 ft, S 25-48-53 E 31.53 ft, S 10-32-32 E 40.47 ft, S 06-51-20 W 199.46 ft, S 02-32-14 E 197.47 ft, S 45-06-17 E 26.84 ft, S 85-12-21 E 36.97 ft, N 79-46-13 E 30.52 ft, S 88-48-33 E 90.46 ft, S 73-14-47 E 36.84 ft, S 46-19-25 E 35.85 ft, S 32-23-58 E 7.2 ft to the point of curvature of a curve concave NW'ly having a radius of 25 ft & a chord bearing of S 41-37-57 W, run SW'ly along arc of curve thru central angle of 148-03-50 a dist of 64.61 ft to the pt of tangency, N 64-20-08 W 25.4 ft, N 76-04-07 W 30.37 ft, S 68-05-38 W 28.33 ft, S 36-16-47 W 24.84 ft, S 14-54-49 W 44.67 ft, S 03-11-49 W 54.97 ft, S 02-36-01 E 121.76 ft, S 06-27-57 W 101.43 ft, S 20-42-07 W 56.29 ft, S 43-55-27 W 43.91 ft, S 61-30-08 W 44.26 ft, S 28-56-59 W 43.34 ft, S 16-05-04 W 33.97 ft, S 04-17-39 W 27.39 ft, S 21-01-30 E 101.88 ft, S 56-24-53 E 10.66 ft, S 77-06-37 E 14.04 ft, N 70-14-29 E 16.3 ft, N 55-07-08 E 65.04 ft, N 66-47-05 E 81.79 ft, N 25-50-57 E 30.74 ft, N 72-14-43 E 23.58 ft, S 79-19-14 E 22.5 ft, S 57-16-34 E 38.82 ft, S 31-04-08 E 24.54 ft, S 06-26-42 E 28.59 ft, S 18-55-15 W 15.13 ft, S 50-15-49 E to S line of sec, run w'ly along S line of sec to e r/w line of us hwy 27, run NW along E r/w line of us hwy 27 to N line of SW 1/4 of NE 1/4 of SW 1/4, run E'ly along N line of S 1/2 of NE 1/4 of SW 1/4 & N line of S 1/2 of NW 1/4 of SE 1/4 to pob orb 621 pg 51 orb 774 pgs 2445 2447 orb 1427 pg 722 orb 1511 pg 1588 orb 3788 pg 45. Parcel ID: 09-23-26-000400000600

Parcel 2: From NE cor of sec run S 0-26-49 W 662.26 ft to SE cor of N 1/2 of NE 1/4 of NE 1/4, N 89-32-02 W 1121.46 ft for pob, run N 0-27-58 E 529.08 ft, N 50-15-49 W to N line of sec, W along said N line to E'ly r/w line of us hwy 27, SE'ly

along said E'ly r/w line to S line of N 1/2 of N 1/2 of NE 1/4, run E'ly along said S line of N 1/2 of N 1/2 of NE 1/4 to pob orb 1511 pg 1588 orb 3788 pg 45.
Parcel ID: 16-23-26-000100000800

Site contains 80.4 +/- acres.

From: Urban Estate and
Urban Transition
To: Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, October 1, 2019 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, November 12, 2019 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

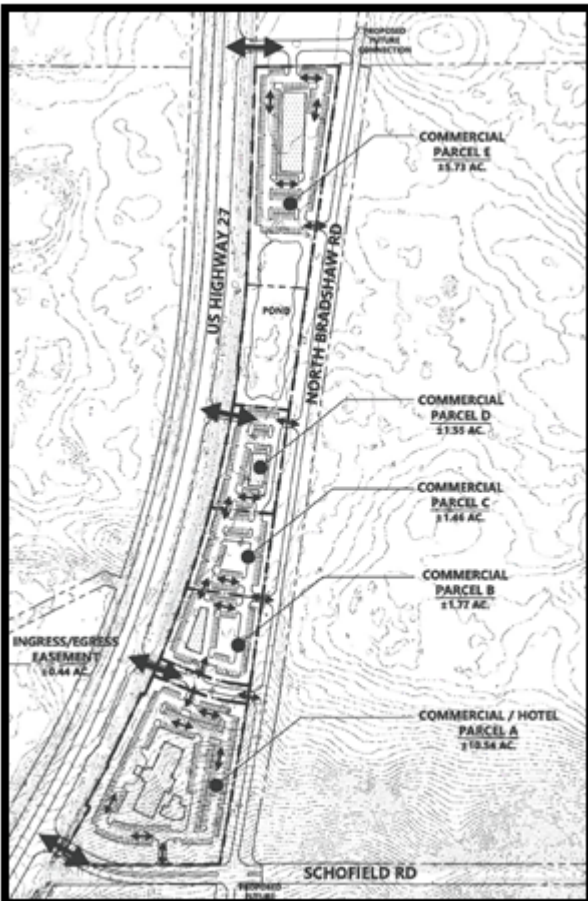
Ad No: 10090668
September 16, 2019 &
October 28, 2019

Payment Info	
Ad Price	\$434.64
Tax	\$0.00
Sub Total	\$434.64
Prepaid Amount	\$0.00
Balance Due	\$434.64

AGENDA ITEM

Meeting Date	
Tuesday, October 22, 2019	
Agenda Item Name	
Ordinance No. 2019-33 <i>Introduction Bradshaw North</i>	
Requested Action	
Recommend introduction of Ordinance 2019-33.	
Staff Report	

The owner, BLR-Shell Pond/Floribra-Shell Pond, has requested a rezoning to C-2 General Commercial. The subject site is 16.7 +/- acres in size and is located in the Wellness Way Area Plan. The property is located northeast of the intersection of US Hwy 27 and Schofield Road. This request is being heard concurrently with requests for annexation and a Comprehensive Plan Amendment to the City's Commercial Future Land Use. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). A portion of the property has been historically used for agricultural purposes.



The applicant desires to develop the property for commercial uses in the future, which may include a 140-room hotel with up to 32,800 square feet of commercial uses. A conceptual site plan has been submitted to show what could be placed on the property in respect to uses, intensities and densities. If approved, the zoning change would permit C-2 General Commercial uses on the site. Any conditional uses, such as buildings over 20,000 square feet, would require the applicant to come back before the Planning and Zoning Commission and City Council for approval. The applicant provided the conceptual site plan to demonstrate the long narrow parcel could accommodate projects with parking and stormwater systems. A more detailed site plan with specific uses would be submitted at the time the site is ready for development.

The C-2 General Commercial zoning is compatible to the proposed Commercial Future Land Use. The property fronts a major Federal Highway and these types of uses would be compatible in the area. Residential uses on the site would be highly unlikely due to the property's configuration and location on the highway.

Staff has reviewed the applicant's proposal and finds the proposed zoning at this location is compatible with the uses in the area. Staff is able to support the request for the rezoning change since the subject property meets the requirements for voluntary annexation, the City is capable of serving the property, it is not in conflict with the City's Comprehensive Plan, and the property can be developed in a similar fashion under Lake County's Wellness Way 1. Therefore; staff recommends approval of the rezoning to the City's C-2 General Commercial zoning designation. *The Planning and Zoning Commission recommended approval, 6-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------------------------------|--|
| 1. | 2019-33 Bradshaw North REZ | 2019-33 Bradshaw North REZ formatted.DOC |
| 2. | Bradshaw North Maps Updated | Bradshaw North Maps Updated.pdf |
| 3. | location map | location map.pdf |
| 4. | transmittal doc | transmittal doc.pdf |
| 5. | App | App.pdf |
| 6. | REZ AD Bradshaw North Legal Proof | REZ AD Bradshaw North Legal Proof.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2019-33

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Parcel 1: That part of land lying between US Hwy 27 & Bradshaw Rd & N of the following described line: from N 1/4 cor of sec run S 01-24-28 E 706.60 ft, S 86-06-56 E 150.17 ft for POB, cont S 86-06-56 E 228.09 ft to the point of terminus ORB 1569 Pgs 1160 1169 ORB 3788 Pg 48.

Parcel ID: 21-23-26-000100000600

Parcel 2: N 1/2 of sec lying E'ly of US Hwy 25 & W'ly of Bradshaw Rd r/w & lying S of following described line: from N 1/4 cor run S 01deg 24min 28sec E 706.60 ft, S 86deg 06min 56sec E 150.17 ft for POB, cont S 86deg 06min 56sec E 228.09 ft to the point of terminus ORB 2051 Pg 1403.

Parcel ID: 21-23-26-000100000100

Site contains 16.7 +/- acres.

LOCATION

Northeast of the US 27 & Schofield Road Intersection, East of US 27
(Alternate Keys 1594511, 3853224)

From: Urban Transition
To: C-2 General Commercial District

SECTION 2.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

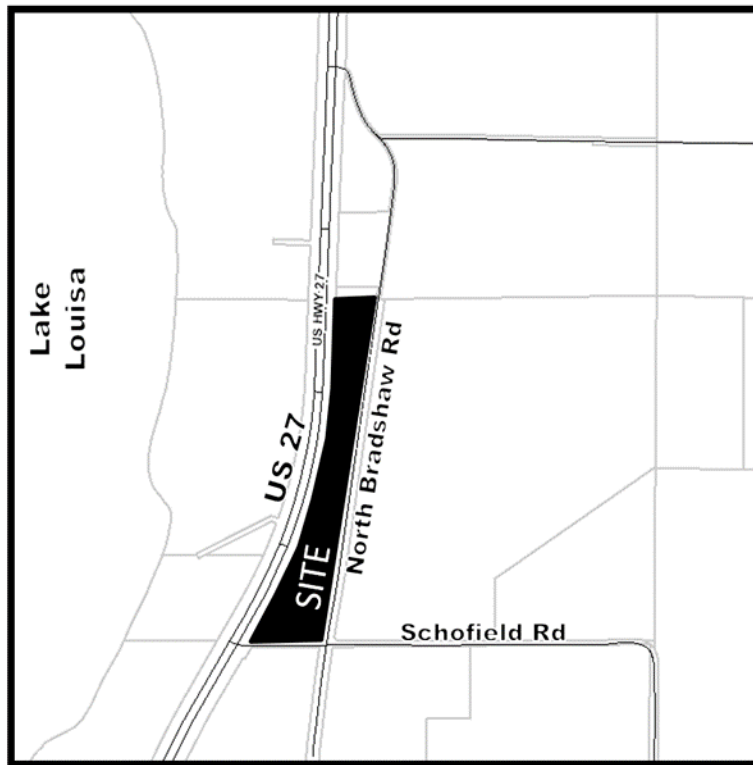
SECTION 3.

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4.

The provisions of this Ordinance shall be effective as provided by law.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-33

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

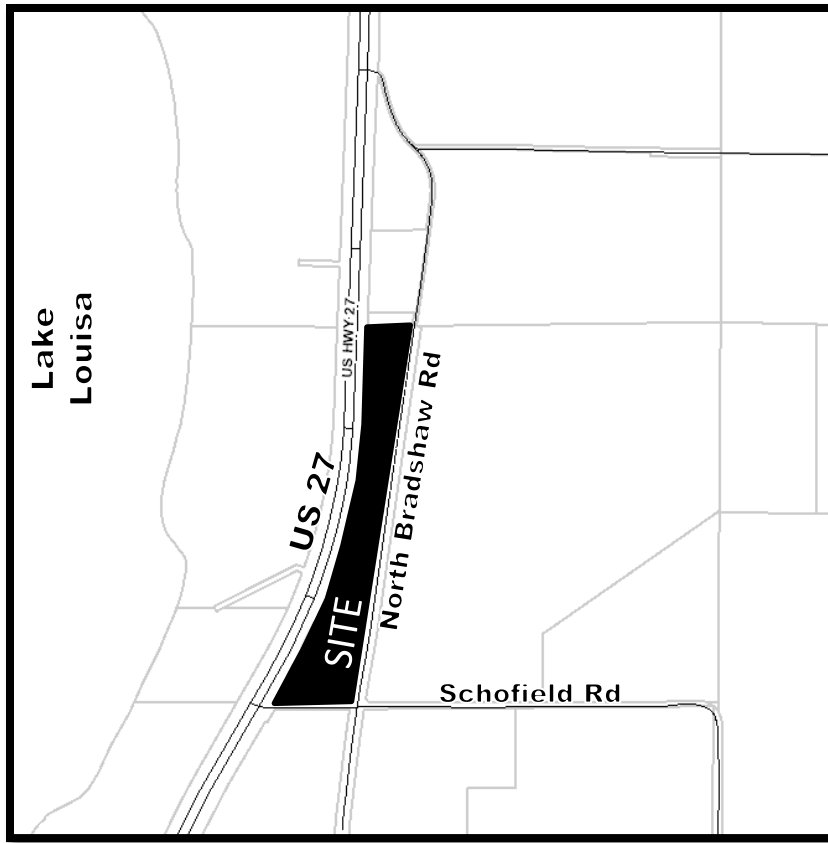
ATTEST:

Tracy Ackroyd Howe, City Clerk

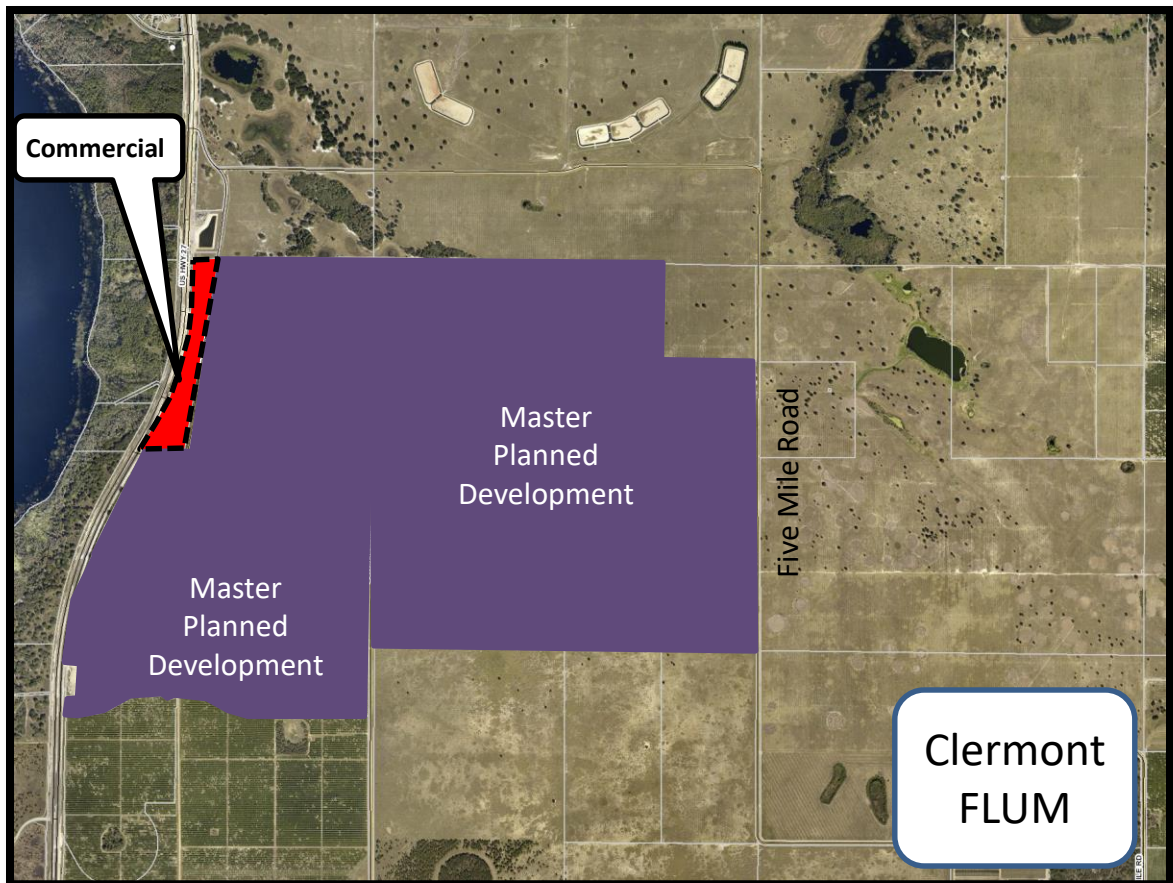
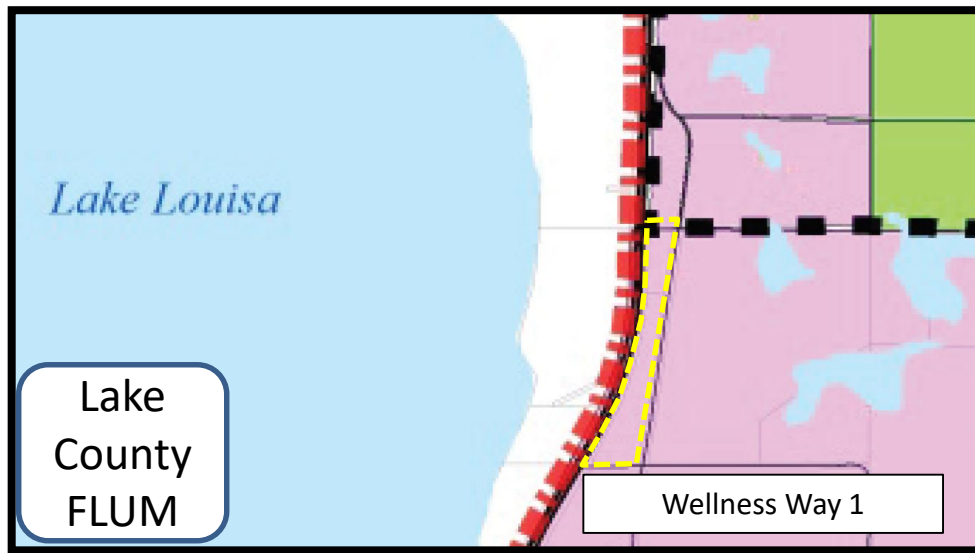
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

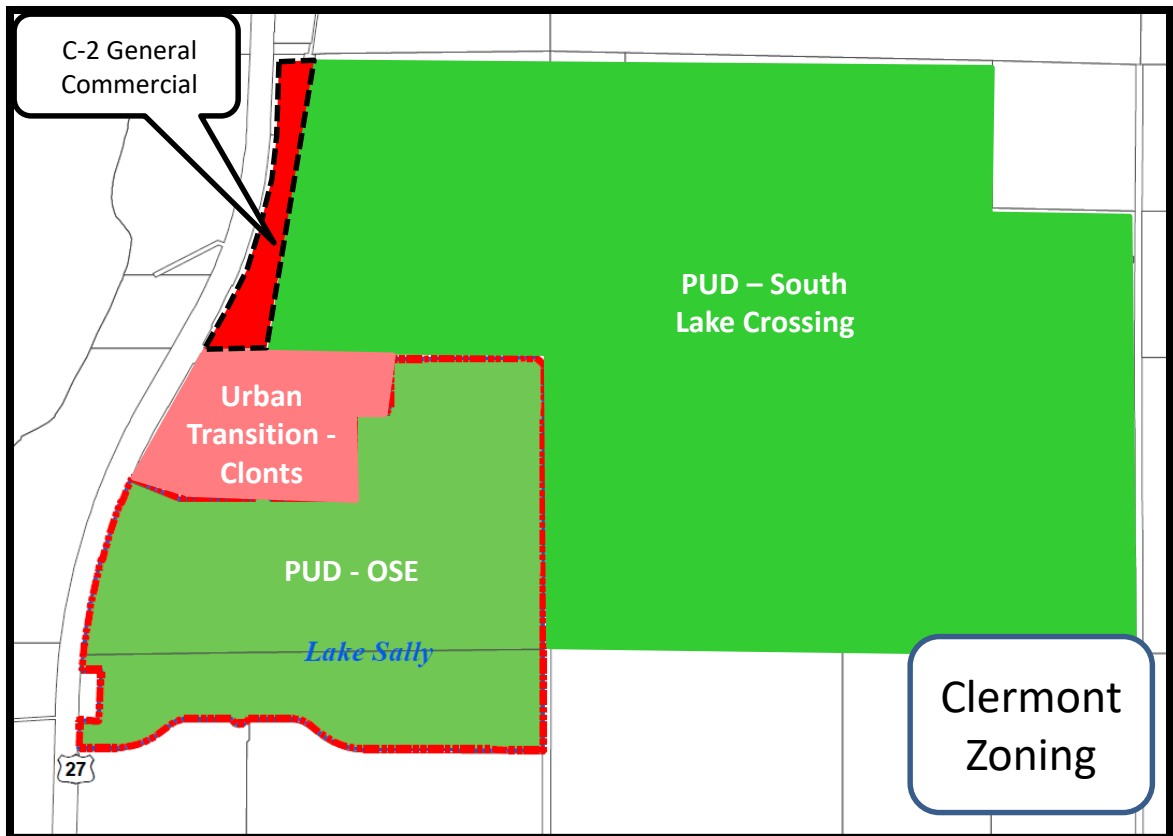
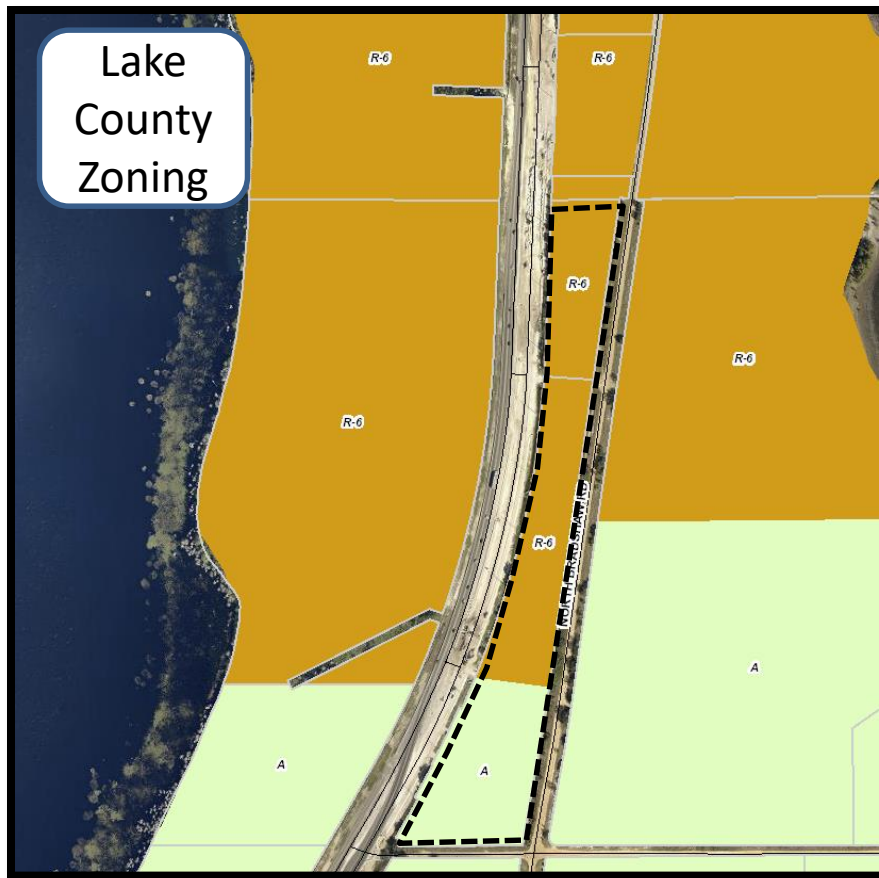
Exhibit - Location Map – Bradshaw North Property



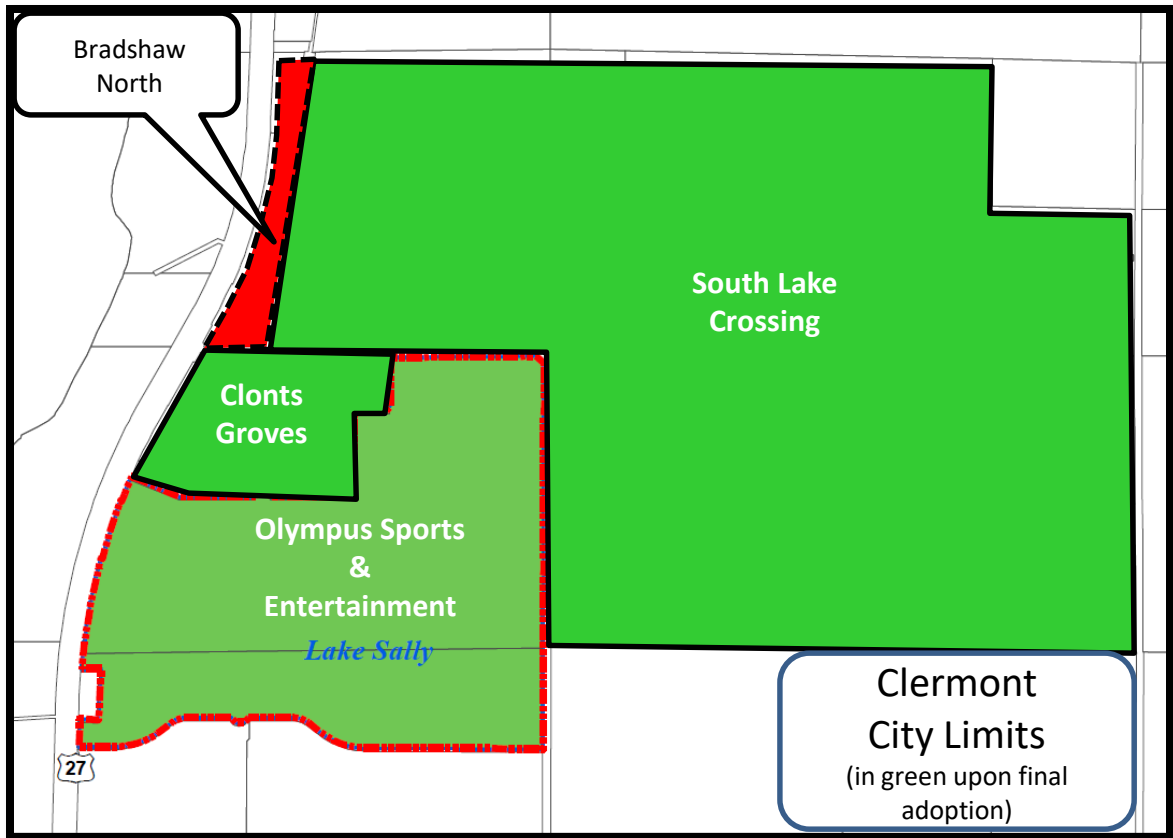
Future Land Use Map–Bradshaw North Property

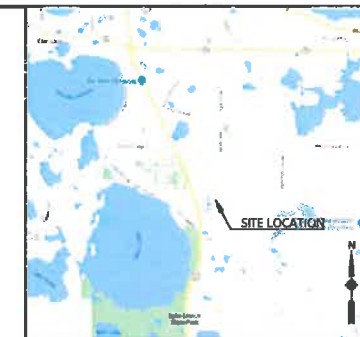
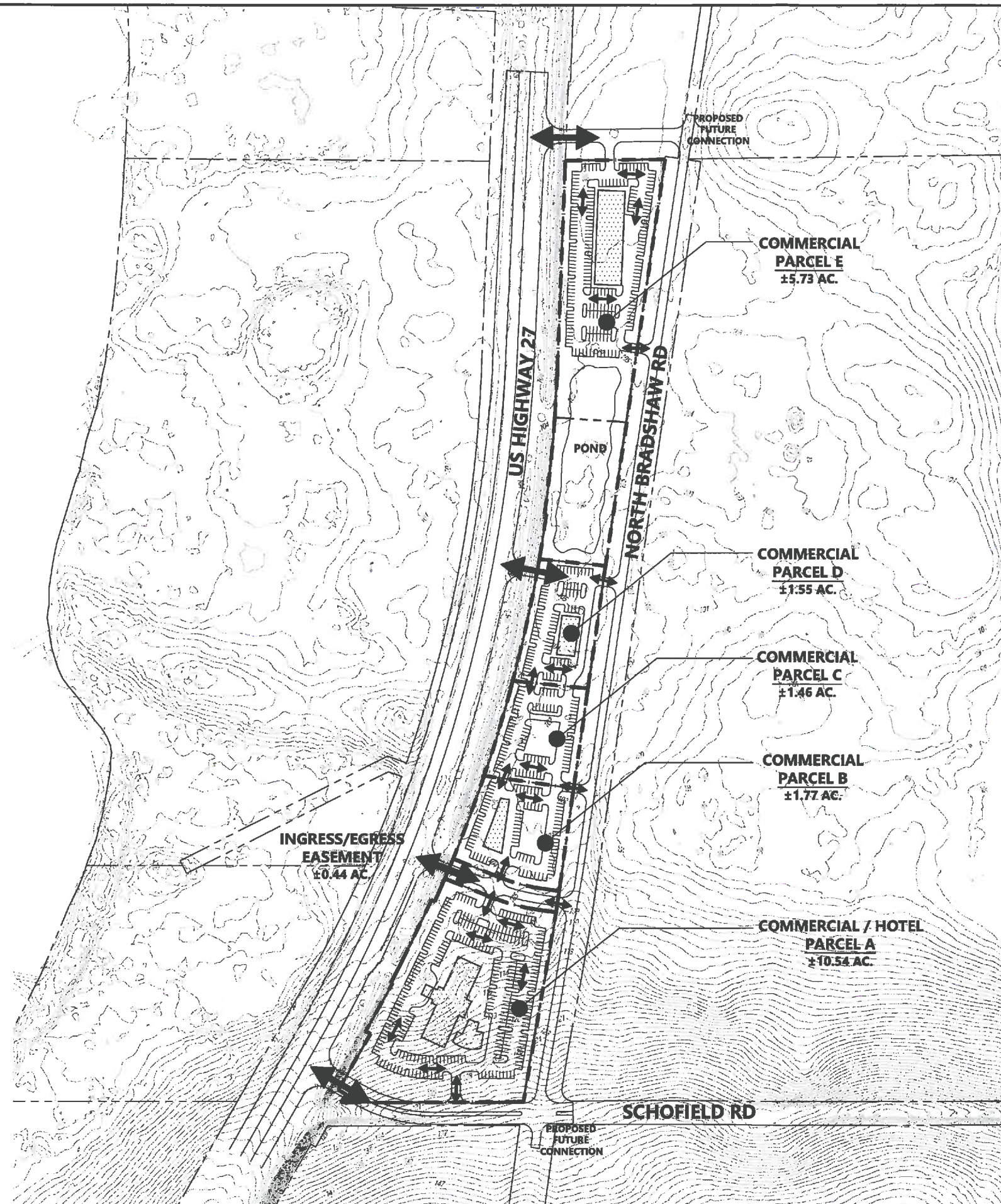


Zoning Map—Bradshaw North Property



City Limits Map – Wellness Way





**SITE DEVELOPMENT
PLAN**



Annexation, Future Land Use Amendment, and Rezoning Application

BRADSHAW NORTH

PREPARED FOR | Floribra Properties, LLC

PREPARED BY | S & ME, Inc.

MAY 2019



INTRODUCTION

This narrative supplements applications to annex, change the Future Land Use (FLU) of, and rezone two parcels located in unincorporated Lake County along the east side US 27, which is referred to as the Bradshaw North property.. This property comprises approximately 16.7 acres and is within the City's Interlocal Service Boundary Agreement Area (ISBA). The property is also located in the northwestern section of the Wellness Way Service Area (WWSA) of unincorporated Lake County. However, to maximize the potential of the undeveloped property, we are requesting annexation into the City of Clermont, followed by a Future Land Use Map (FLUM) amendment and rezoning. This change would allow the City of Clermont to further the goals of its comprehensive plan.

The property is currently located within Wellness Way, as shown in **Figure 1**. The following paragraphs describe the objectives and policies laid out in the County's Comprehensive Plan, established in 2015:

The South Lake Sector Planning Area, or Wellness Way, has been recognized as an area for significant potential economic development in southeast Lake County. The Area consists of 15,481 acres in Southeast Lake County, south of State Road 50 and East of US-Highway 27.

Most of the area was previously zoned for agricultural uses. The Wellness Way Area is intended to encourage economic development, fiscally efficient and well-balanced development patterns, and leverage existing resources.

The Sector Area maps show the Wellness Way Area divided into five zones, each decreasing in intensity and density, based on the anticipated development pattern: Town Center, Wellness Way 1, Wellness Way 2, Wellness Way 3, and Wellness Way 4. These zones are intended to depict the desired density and intensity of development, form, and open space networks within the area. Figure 1 shows the Wellness Way Area Plan Map and Future Land Use (FLU) designations.

This vision is consistent with the goals and objectives of the City of Clermont's Comprehensive Plan, established in 2009. Goal 1 in the Future Land Use Element of this Plan is stated below:

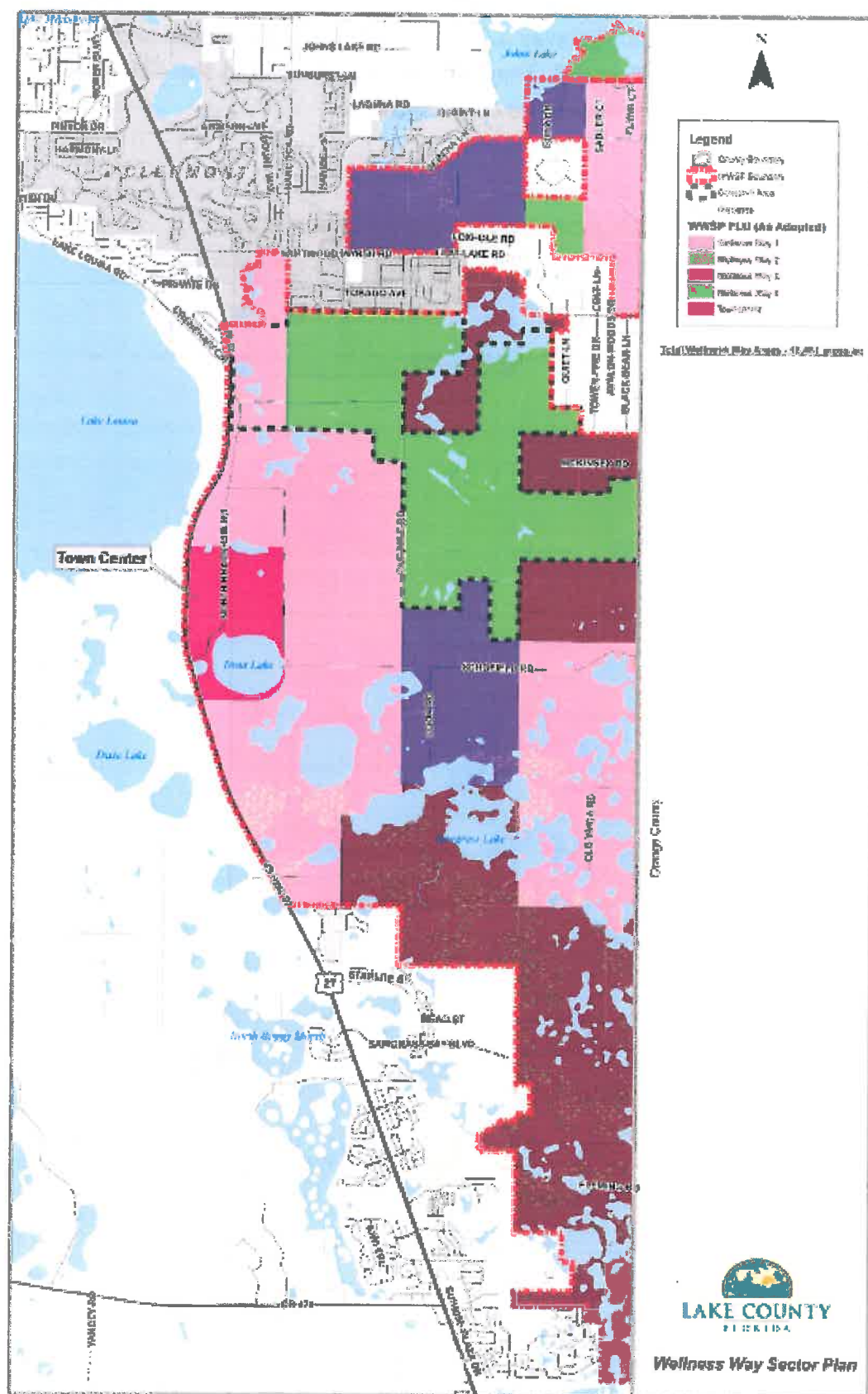
Ensure that the character, magnitude and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment and enhances the quality of life of all residents.

In consideration of this goal, along with the location and shape of the property, we seek to have the future land use of the property changed to Commercial, as defined by the City of Clermont. Objective 1.9 of the the Future Land Use Element of the City's Comprehensive Plan describes the goal of the Commercial Land Use category as follows:

The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Because the Commercial FLU allows a mixture of land uses, it is generally consistent with the goals of the Wellness Way Plan and the City's Comprehensive Plan. Due to the frontage along US 27 and the shape of the property, the Commercial designation

Figure 1. Wellness Way Area Map



SITE INFORMATION

The project site consists of two parcels (21-23-26-000100000100, 21-23-26-000100000600) totaling approximately 16.7 acres, located between US Highway 27 and North Bradshaw Road, and bordered by Schofield Rd to the south, shown in **Figures 2 and 3**. They also are located within the City of Clermont’s Interlocal Service Boundary Agreement area (ISBA), as shown in **Figure 4**.

Figure 2. Vicinity Map of Project Site

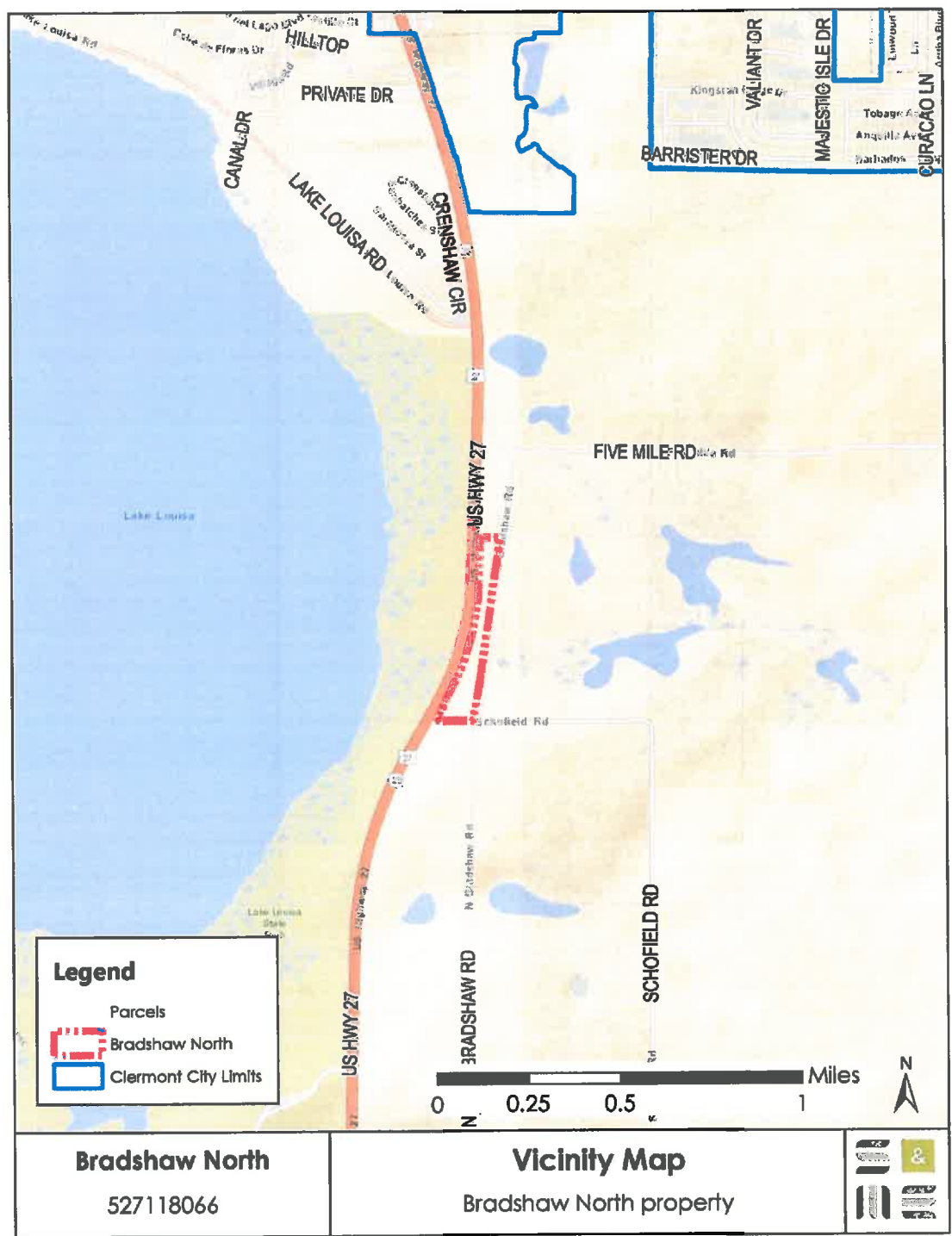


Figure 3. Aerial Location Map of Project Site



Figure 4. City of Clermont ISBA

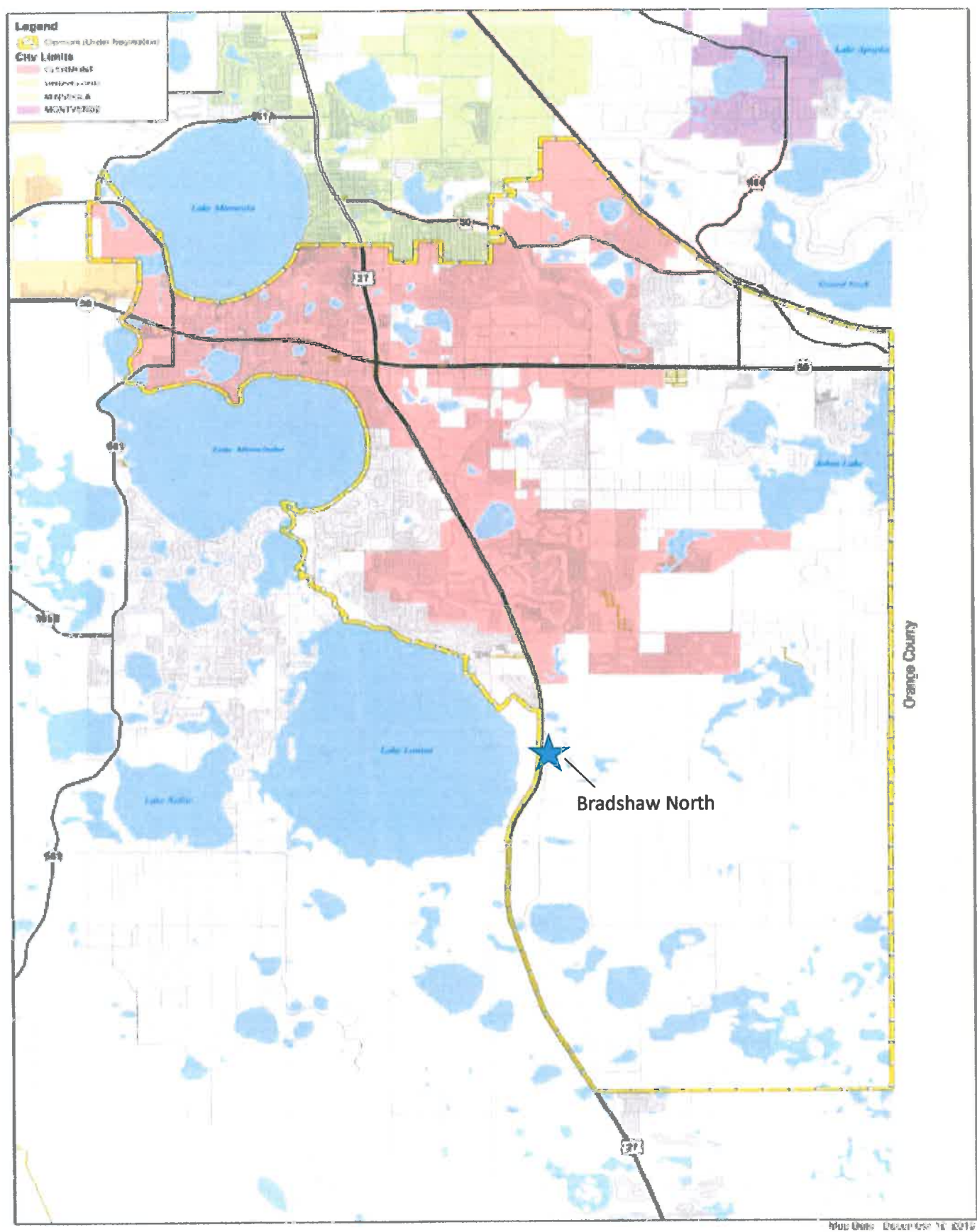


Figure 5. Topography Map

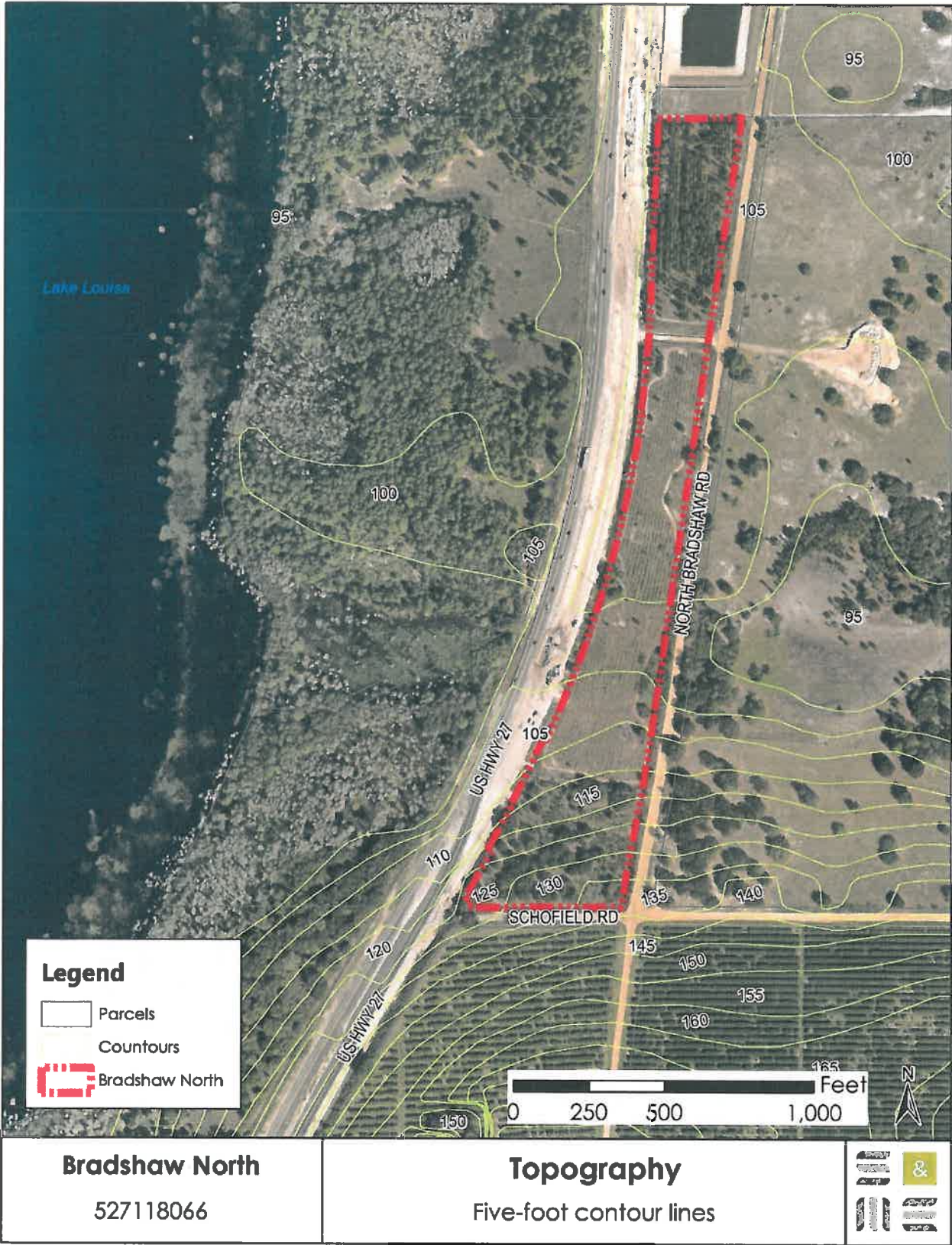


Figure 6. Floodplain Map

While floodplains surround the site on both the east and west sides, no floodplains are present on the site.

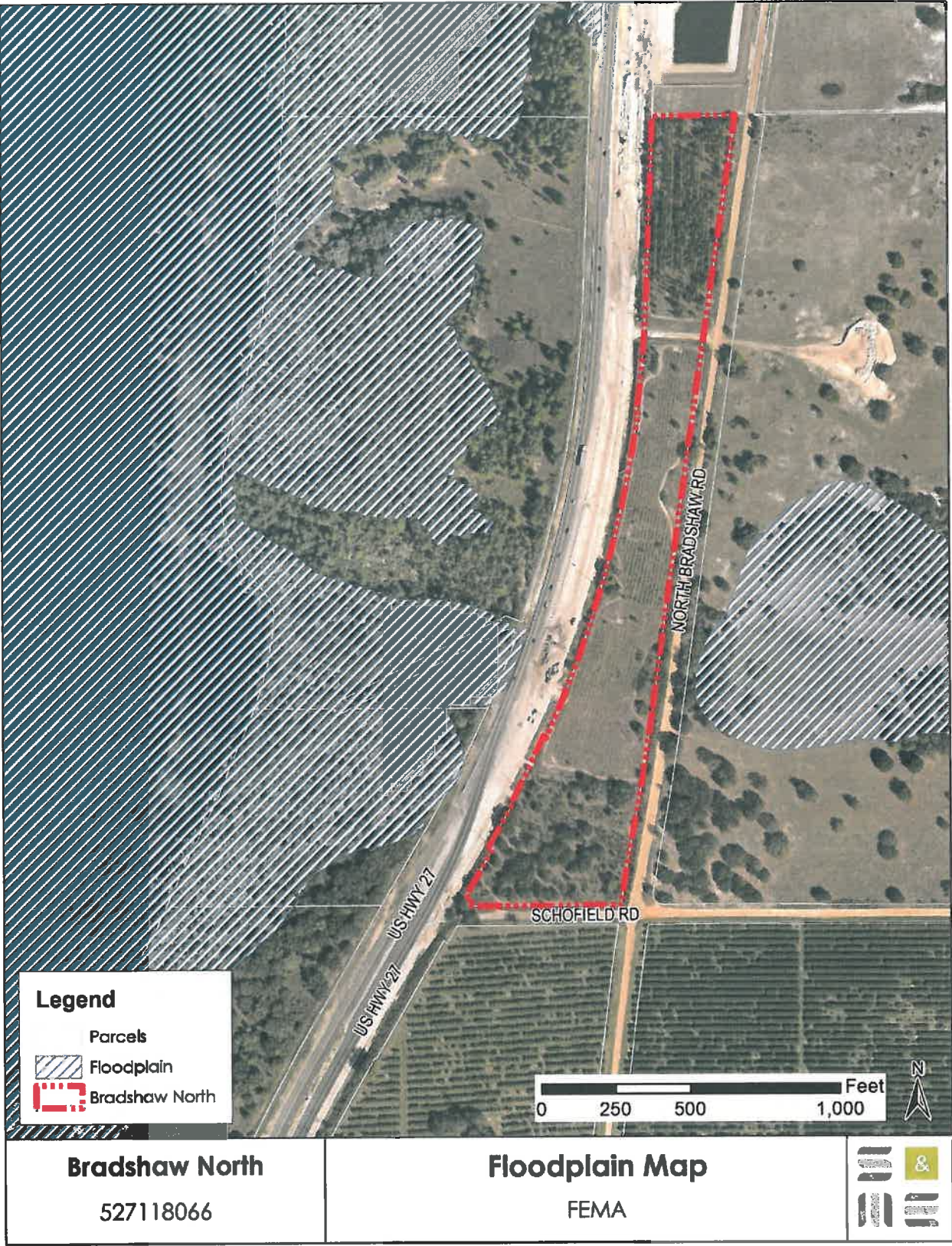


Figure 7. Wetlands Map

While wetlands exist nearby, no wetlands are present on the site.

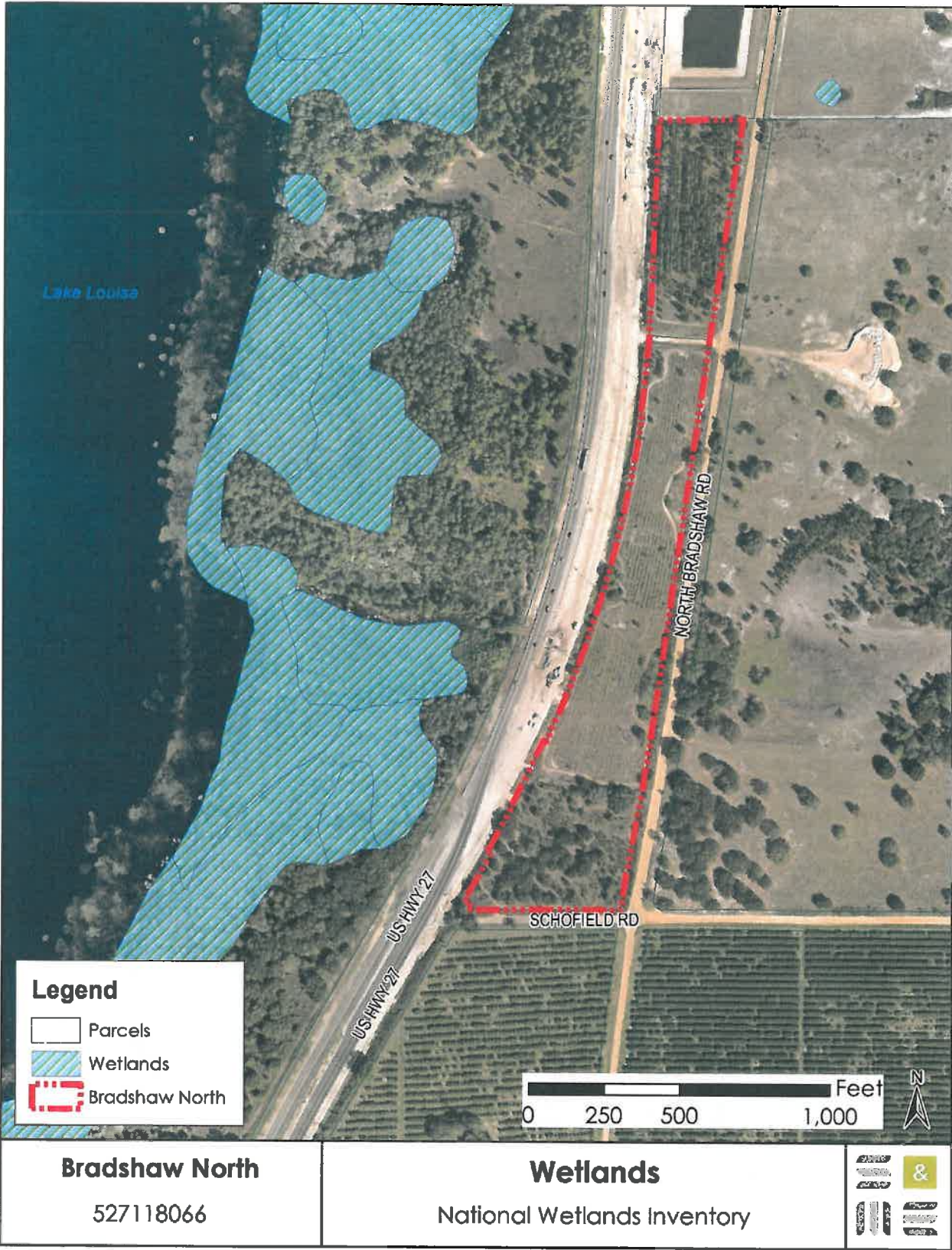


Figure 8. Water Bodies Map

The property is directly east of Lake Louisa, and a swamp marsh exists to the east of the property. However, no water body exists on the site.

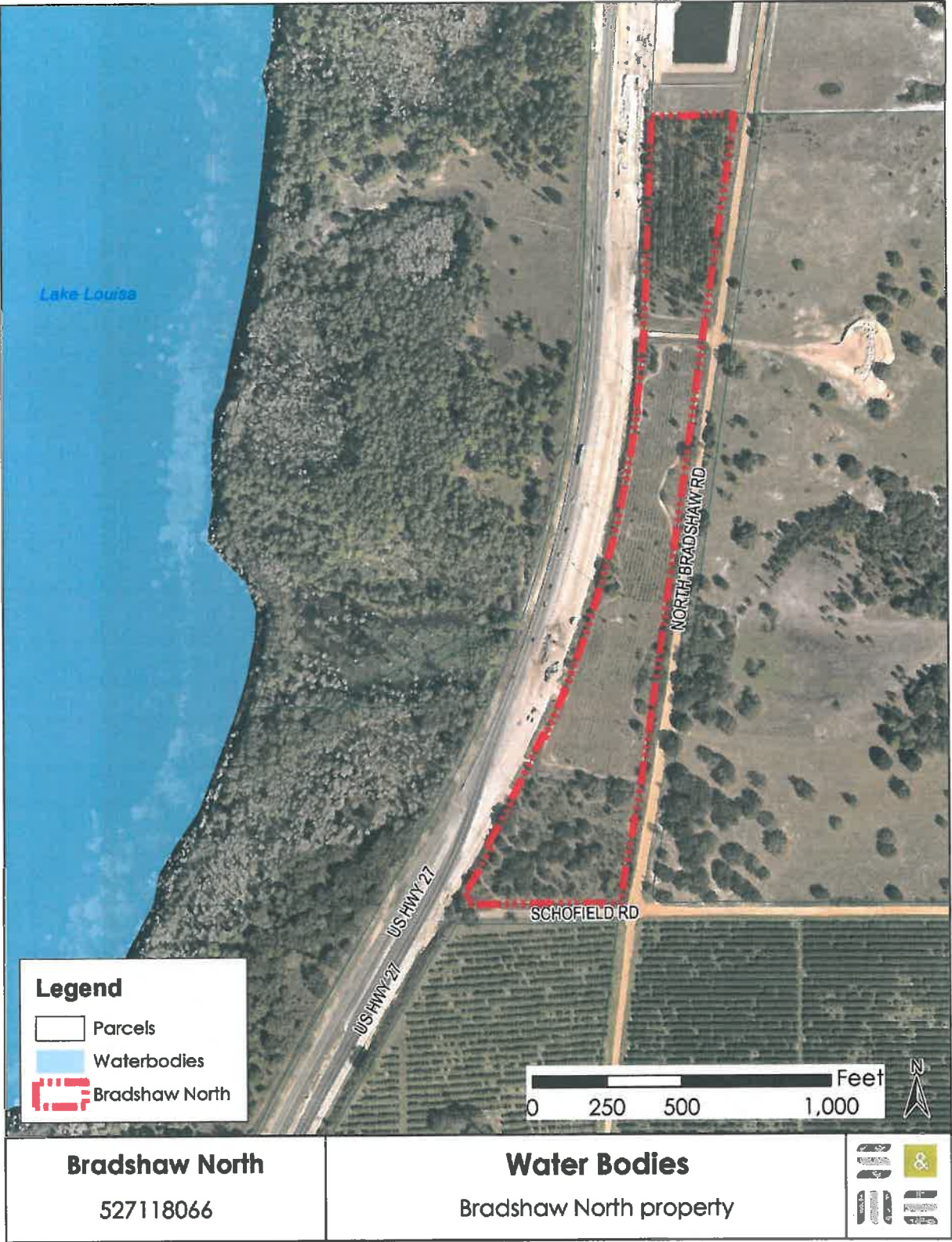
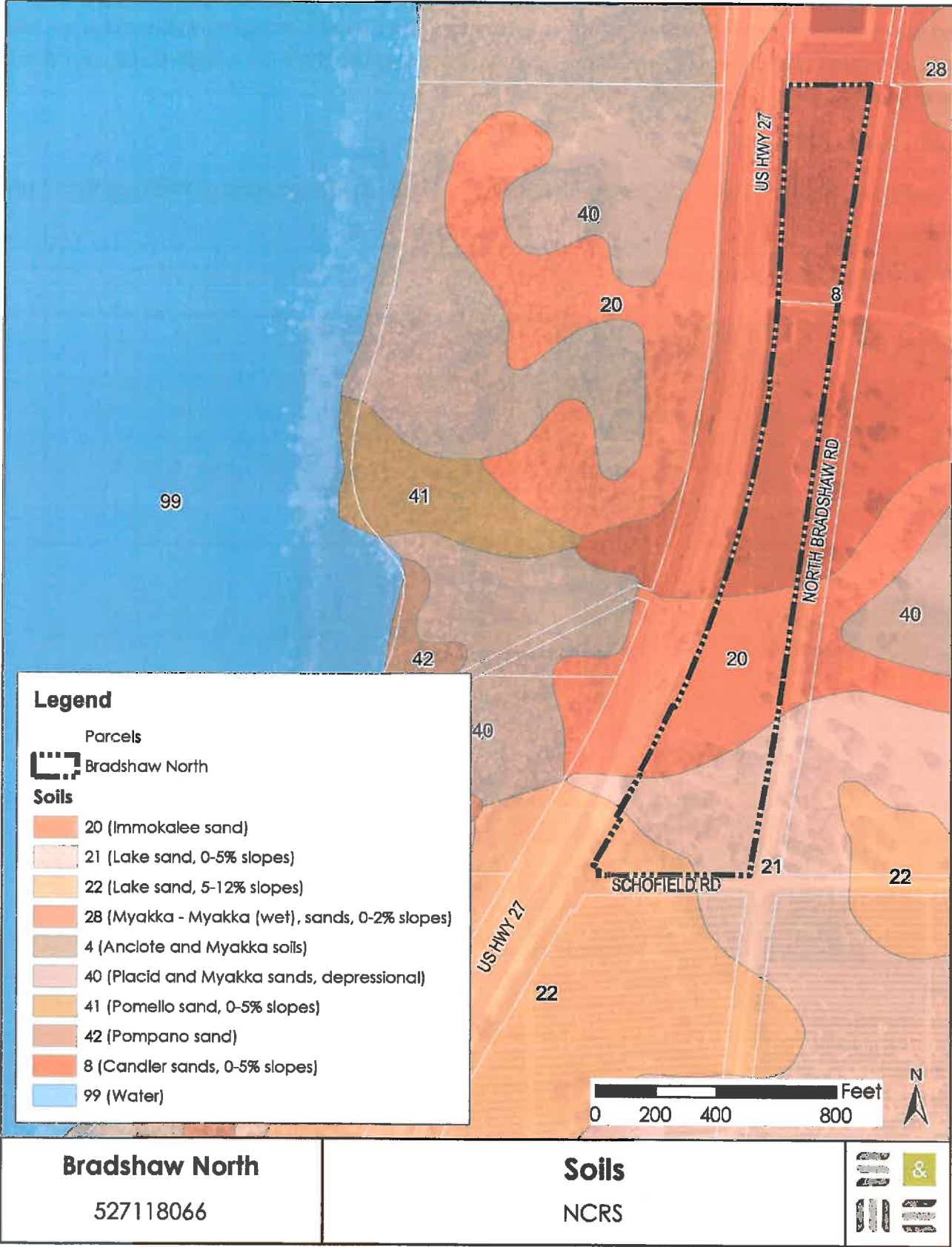


Figure 9. Soils Map



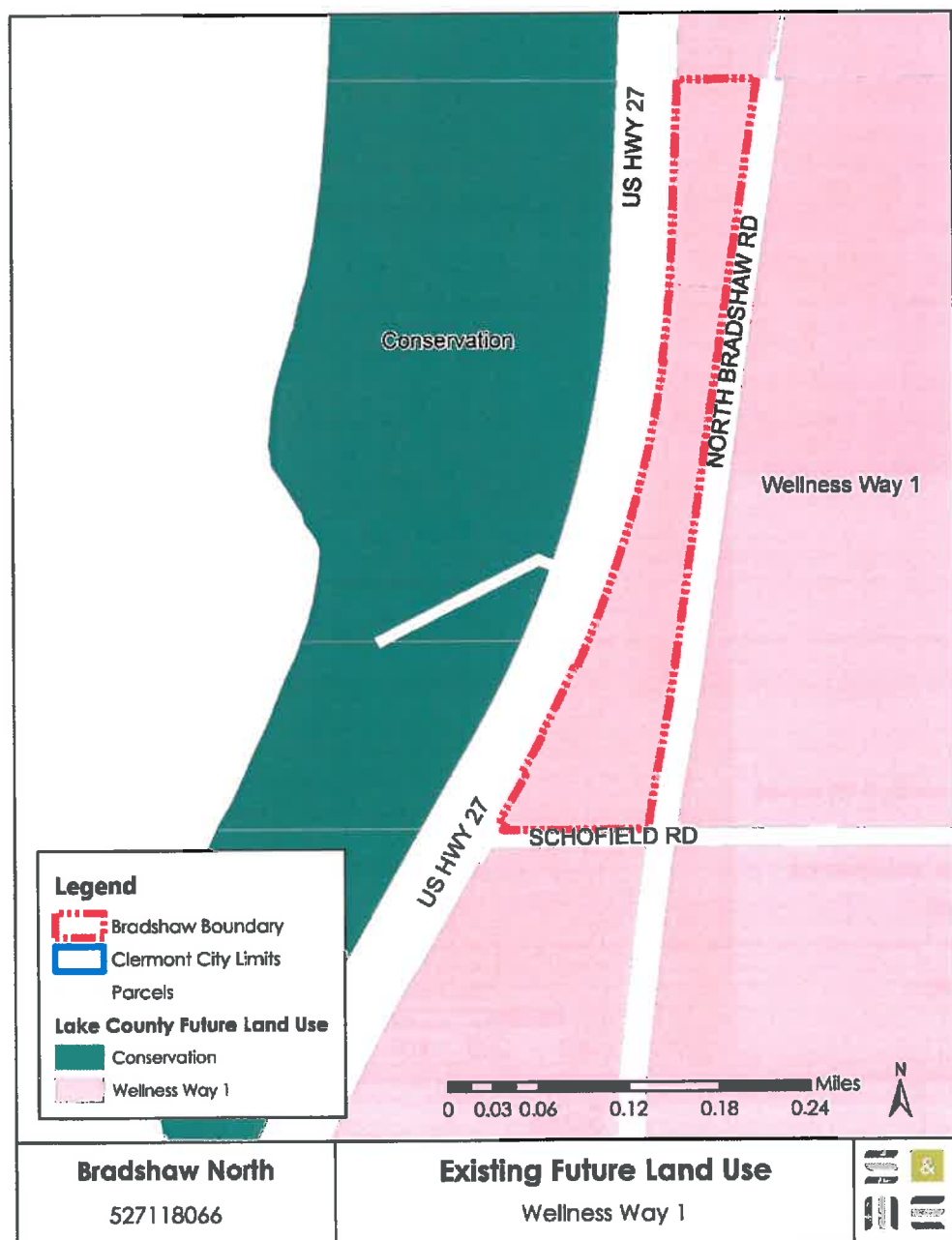
ANNEXATION REQUEST

These parcels are a logical annexation for the City of Clermont because they are located within the ISBA, Water, and Sewer service areas. By annexing these properties, the City of Clermont can benefit from having high-quality commercial and possibly residential properties along US-HWY 27, a high-traffic corridor that can create access to activity in this area.

EXISTING FUTURE LAND USE

As shown in **Figure 10**, these parcels have an existing Future Land Use designation of Wellness Way 1 under Lake County.

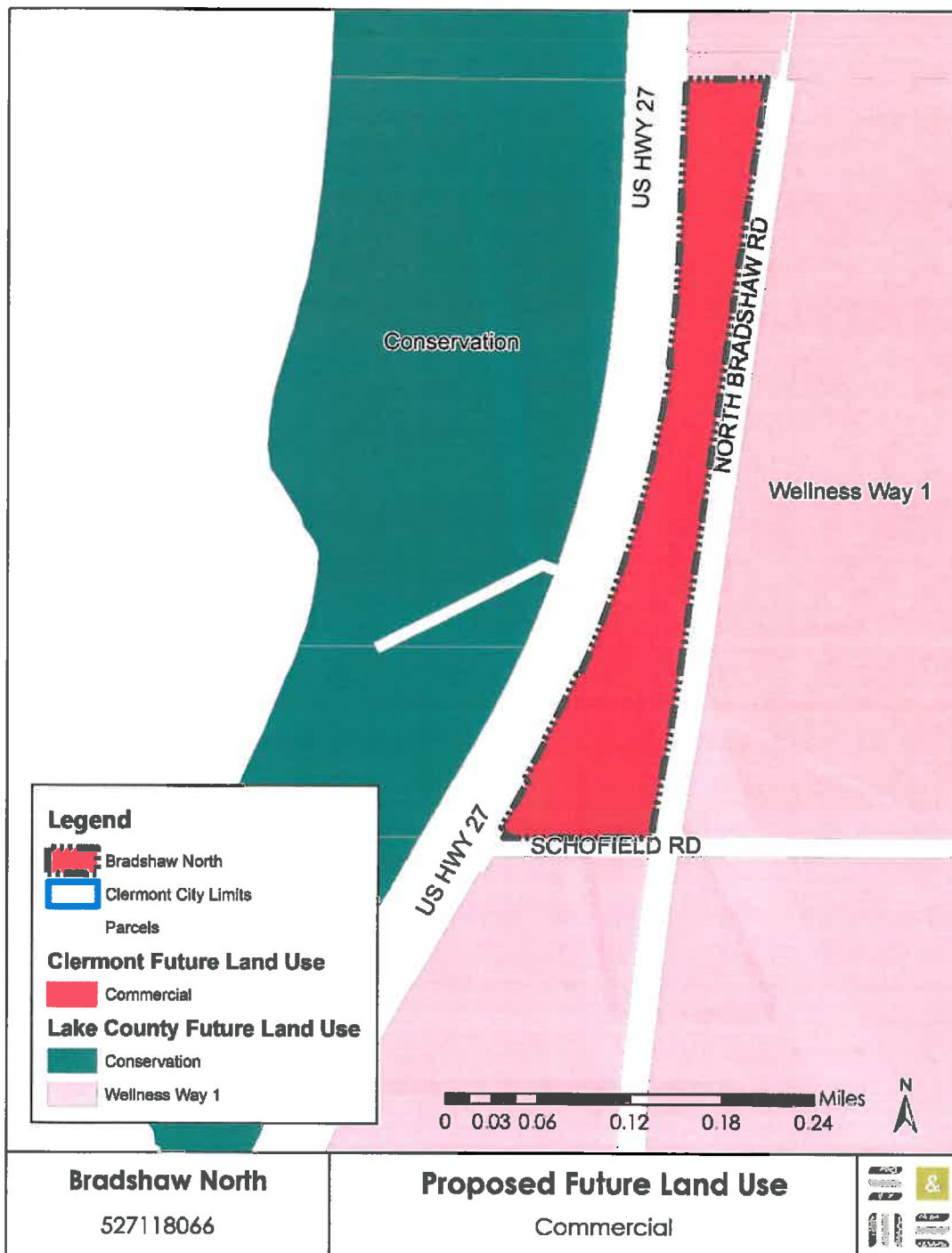
Figure 10. Existing Future Land Use Map



REQUESTED FLUM AMENDMENT

This application recommends the subject parcels be re-designated as Commercial, as shown in **Figure 11**. This amendment would provide the opportunity for the development of medium-intensity commercial buildings that could include retail and residential uses. Because of the mixture of uses, this amendment would be consistent with the City of Clermont's smart growth goals and be compatible with the surrounding mixed-use development that is planned to take place in Wellness Way.

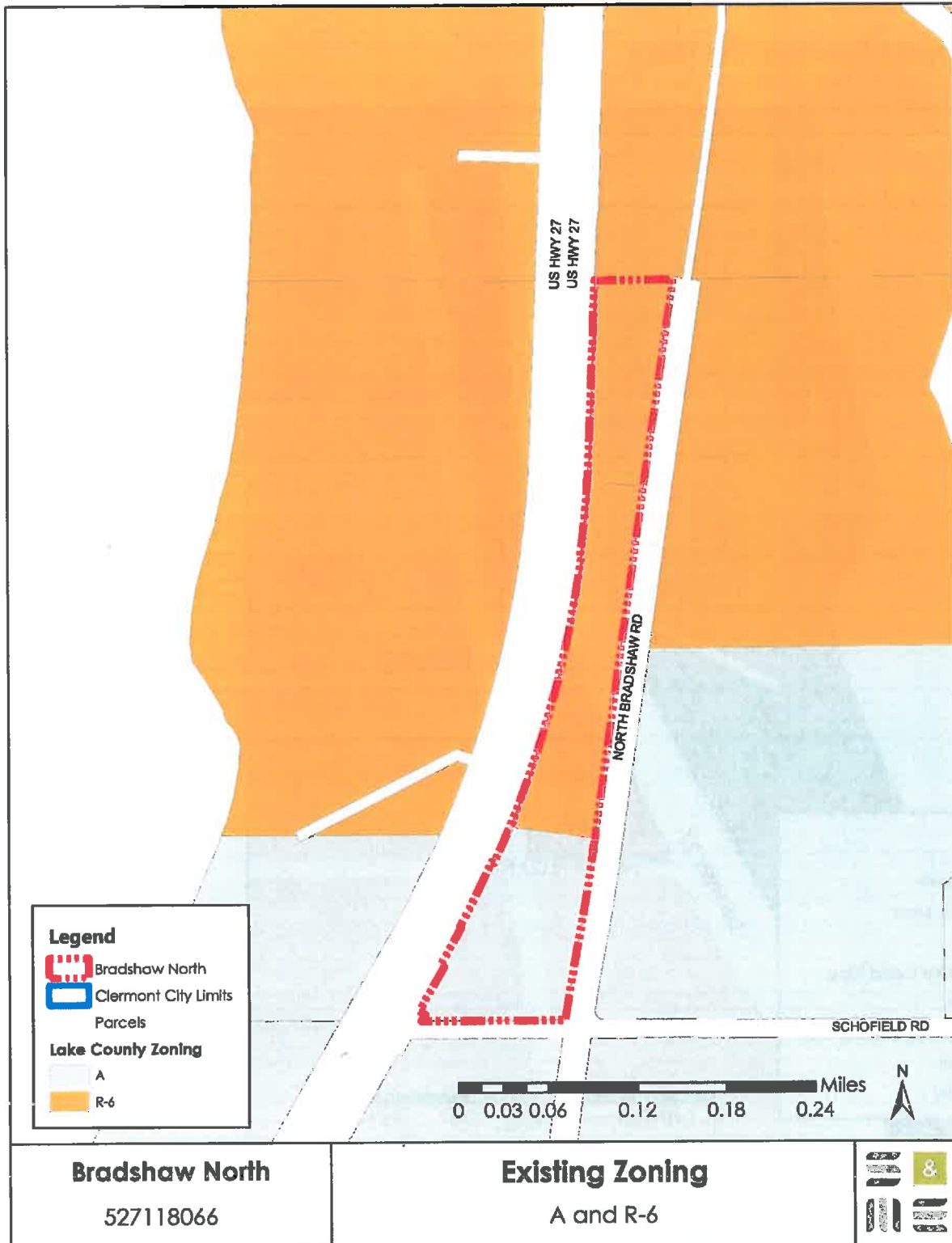
Figure 11. Proposed Future Land Use Map



ZONING

As shown in **Figure 12**, these parcels are currently zoned as Urban Residential District (R-6) and (A) Agriculture under Lake County.

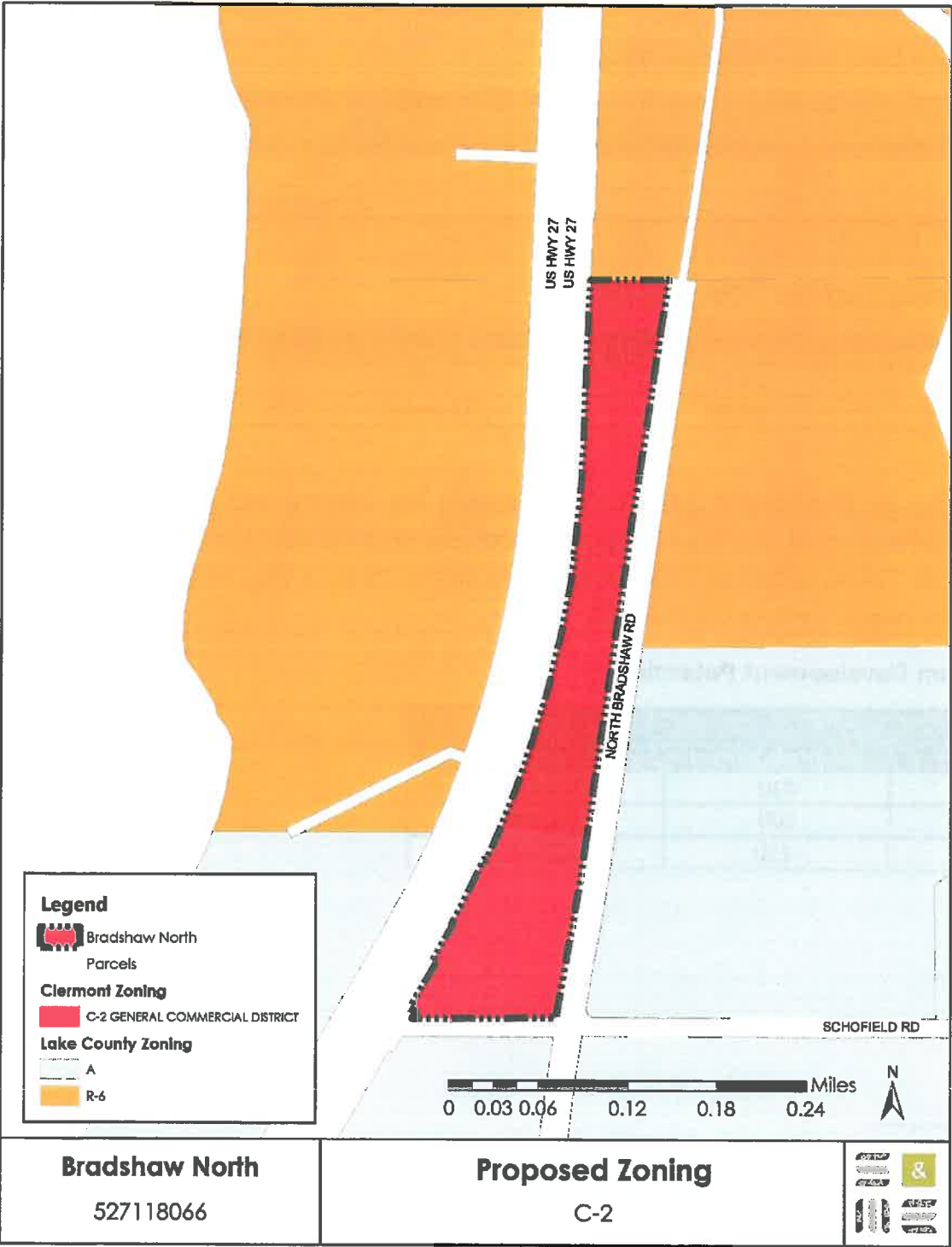
Figure 12. Existing Zoning Map



REQUESTED REZONING

This application recommends these sites be rezoned to C-2, which allows the uses needed to develop a Commercial area. The proposed rezoning to C-2 would position the subject properties to become a commercial hub for the area and integrate into the planned development that will occur in Wellness Way. **Figure 13** includes the proposed amendment to the City’s Zoning map.

Figure 13. Proposed Zoning Map



FLUM AMENDMENT IMPACT ASSESSMENTS

The existing Lake County Future Land Use of Wellness Way 1 has a maximum residential density of 20 dwelling units (du) per net buildable acre and a maximum non-residential intensity of a 2.0 floor area ratio (FAR), per Policy 1-8.2.1.2¹. For Wellness Way, a *net buildable acre* is defined as the gross acreage minus acreage from wetlands, water bodies, and required open space. For the Bradshaw North property, there is only the open space requirement to subtract, which is 30%. The proposed Clermont Future Land Use would allow up to 12 dwelling units per acre and a maximum FAR of 0.25, all based on gross acreage. Development density and intensity calculations for the existing and proposed FLU's are shown in **Tables 1 and 2**.

Table 1. Existing Future Land Use – Wellness Way 1

Use	Gross Acres	Net Buildable Acres (NBA)	FAR/Density	Max development
Non-Residential	16.70	11.69	2.00	1,018,436 sf
Residential	16.70		20 du/NBA	410 du

Table 2. Proposed Future Land Use – Commercial

Use	Site Acres	FAR/Density	Max development
Non-Residential	16.70	0.25	181,863 sf
Residential	16.70	12 du/ac	200 du

Table 3 shows the change in potential development between the existing and proposed FLU's. The proposed FLUM amendment would significantly decrease potential development both with residential and non-residential land uses. The reduction with residential would be slightly more than half, whereas with non-residential, the reduction would be by more than 80%.

Table 3. Net Maximum Development Potential

Future Land Use	Residential Units	Non-Residential Square Feet
Existing FLU	410	1,018,436
Proposed FLU	200	181,863
Net	-210	-836,573

¹ Its preceding policy, 1-8.2.1.1, lists a maximum residential capacity of 1.85 du per net acre. However, this appears inconsistent with Policy 1-8.2.1.2, which lists the minimum density of 3.0 du per net buildable acre. Notably, the term *net acre* differs from *net buildable acre* in that it includes required open space. However, even when accounting for this denominator difference, the maximum capacity from 1-8.2.1.1 falls below the minimum density in 1-8.2.1.2. Considering this inconsistency, we simply apply the maximum density allowed in Policy 1-8.2.1.2.

Transportation

Table 4 below shows current traffic conditions on surrounding major road segments within 1 mile of the site.

Table 4. Level of Service and AADT for Surrounding Roads in 2017

Roadway	Segment	# of Lanes	Area Type	LOS Std.	AADT	Svc. Vol. @ Std.	PM Pk HR Total	PK Hr/Pk Dir	Current LOS
US HWY 27 (SR 25)	Green Cove Blvd to project site	4	Urban	E	26,500	1,870	2,385	1,288	C
	Project site to Lake Louisa Rd.	4	Urban	E	26,500	1,870	2,385	1,288	C
	Lake Louisa Rd to Hartwood Marsh Rd	6	Urban	E	25,500	2,820	2,295	1,239	C
Lake Louisa Rd	Hammock Ridge Rd to US-27	2	Urban	E	3,775	884	325	180	C

Using standard ITE generation rates, the maximum amount of total daily and PM peak trips were projected and summarized in **Table 5**, for both the existing and proposed future land uses. The current Lake County FLU of Wellness Way 1 encourages a mixture of land uses. Thus, the maximum non-residential square footage was divided evenly between four uses, and the maximum dwelling units was divided evenly between single family and multi-family. **Table 6** then compares the projected maximum total trips between the existing and proposed future land uses. With the proposed FLUM amendment, both daily and PM peak hour trips would be reduced by more than half.

Table 5. Existing and Proposed Future Land Use Traffic Impacts

Future Land Use	Land Use (ITE Code)	Residential (Units)	Non-Res (sf)	Average Daily Trips	PM Peak Hr Trips
Existing FLUM	Commercial (820)	-	254,609*	11,350	1,085
	Office (710)	-	254,609*	2,627	277
	Industrial (110)	-	254,609*	1,263	160
	Public/Institutional (520)	-	254,609*	4,970	349
	Residential: Single Family (210)	205	-	2,013	150
	Residential: Multifamily (220)	205	-	1,509	94
Proposed FLUM	Commercial (820)	-	181,863	9,029	846
	Residential: Multifamily (220)	200	-	1,471	109

Table 6. Existing and Proposed Future Land Use Traffic Impact Comparison

Future Land Use	Average Daily Trips	PM Peak Hour Trips
Existing FLUM	23,732	2,115
Proposed FLUM	10,500	955
Net	-13,232	-1,160

Water and Sewer

The proposed FLUM amendment may increase potential water and sewer demand by approximately 100,622 and 38,222 gallons per day, respectively shown in **Tables 7** and **8**. The City of Clermont provides both water and sewer to the subject property, as shown in **Figure 14**, and the applicant is committed to working with the City to ensure that adequate capacity exists prior to development.

Table 7. Existing and Proposed Water and Sewer Demand

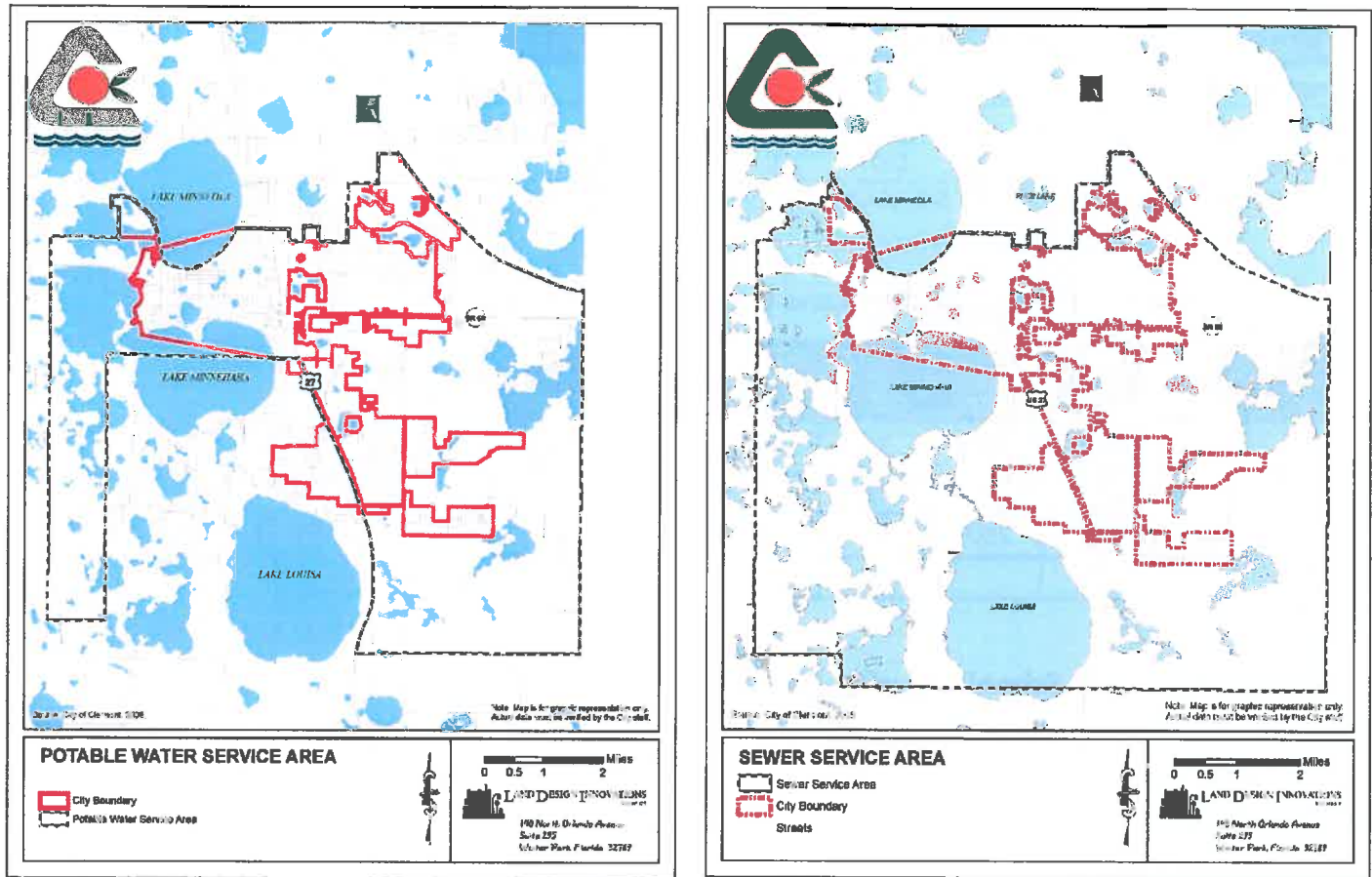
Future Land Use	Service	Adopted LOS gpd/capita	Non-Residential Estimated LOS gpsf	Dwelling Units ¹	Non-Residential SF	Residential Demand	Non-Residential Demand	Total Demand gallons/day
Existing FLUM	Water	185	0.0033	410	1,018,436	208,573	3,361	211,934
	Sewer	70	0.0033	410	1,018,436	78,919	3,361	82,280
Proposed FLUM	Water	185	0.0033	200	181,863	101,954	600	102,554
	Sewer	70	0.0033	200	181,863	38,577	600	39,117

¹Residential demand calculation based on 2.75 persons per household (Source: US Census Bureau, City of Clermont, 2012-2016)

Table 8. Net Existing and Proposed Water and Sewer Demand

Service	Existing FLUM	Proposed FLUM	Net gallons/day
Potable Water	211,934	102,554	-109,380
Sewer	82,280	39,177	-43,103

Figure 14. Clermont Water and Sewer Service Area



Schools

Prior to Preliminary Development Plat approval, the applicant will be required to apply to Lake County Public Schools for a Formal Capacity Determination and address any potential deficits in school capacity. However, this narrative provides preliminary estimates. Because the proposed future land use would reduce the potential developed units by more than half, the resulting potential school enrollment would reduce by almost 70. **Table 9** shows the most recent student generation rates, as adopted by the Lake County Public Schools. **Table 10** shows the implication on potential student generation, both for existing and proposed future land uses. **Table 11** compares potential enrollment (PE), for both the current and proposed FLU, to current enrollment and capacity for the elementary, middle, and high school that serve the subject properties. Current enrollment for all three schools exceeds existing capacity. While development under either FLU would add even more students, the growth would be mitigated under the proposed FLU. Notably, another K-8 school in Four Corners is already planned to open in 2021, which would provide relief. Nonetheless, the applicant is committed to working with the City of Clermont and the Lake County School Board to assure adequate capacity is in place and/or excess capacity can be mitigated.

Table 9. Student Generation Rates (SGR), 2017

	SGR Total	SGR ES	SGR MS	SGR HS
Single Family	0.328	0.152	0.074	0.102
Multi Family	0.283	0.143	0.063	0.077
Mobile Home	0.206	0.097	0.047	0.062

Source: Lake County Public Schools, 2017 School Concurrency Management Report

Table 10. Existing and Proposed Future Land Use Student Generation

	Use	Units	Students			
			ES	MS	HS	Total
Existing	Single Family	205	31	15	21	67
	Multi-family	205	29	13	16	58
Proposed	Multi-family	200	29	13	15	57
Net			-32	-15	-21	-69

Table 11. Lake County School Capacity, 2017

School	Existing Capacity	Current Enrollment	Existing FLU PE	Existing FLU PE Percent of Capacity	Proposed FLU PE	Proposed FLU PE Percent of Capacity	Difference in Percents
Lost Lake Elementary	986*	1,056	1,116	113%	1,085	110%	-3%
Windy Hill Middle	1,149	1,397	1,425	124%	1,410	123%	-1%
East Ridge High	2,242*	2,393	2,430	108%	2,408	107%	-1%
Total	4,376	4,846	4,971	114%	4,903	112%	-2%

*The 2017 Concurrency Report from the Lake County Public Schools shows the capacity of all three schools. However, the capacity for Lost Lake Elementary and East Ridge High are aggregated with other schools. To estimate the individual school's capacity, the total capacity for its group was divided by the number of schools in its group.

POTENTIAL CONCEPT DESIGN

In order to illustrate the effects of the proposed FLUM amendment and rezoning of these parcels, the applicant has prepared a purely conceptual design of the potential of this site under the proposed Future Land Use designation and zoning, shown in **Figure 10**. This design simply offers one development scenario in order to depict potential uses, densities, and intensities of development. It does not reflect an intended development to be constructed.

The concept design shows 32,800 square feet of commercial uses, a storm water retention pond onsite, as well as a potential hotel with 140 units. In the C-2 zone, a hotel would only be allowed with a conditional use permit. Ultimately, this concept design is intended to show that the parcels would be well-suited for commercial development and could accommodate a relatively large amount of space for commercial resources, even on a narrow parcel.

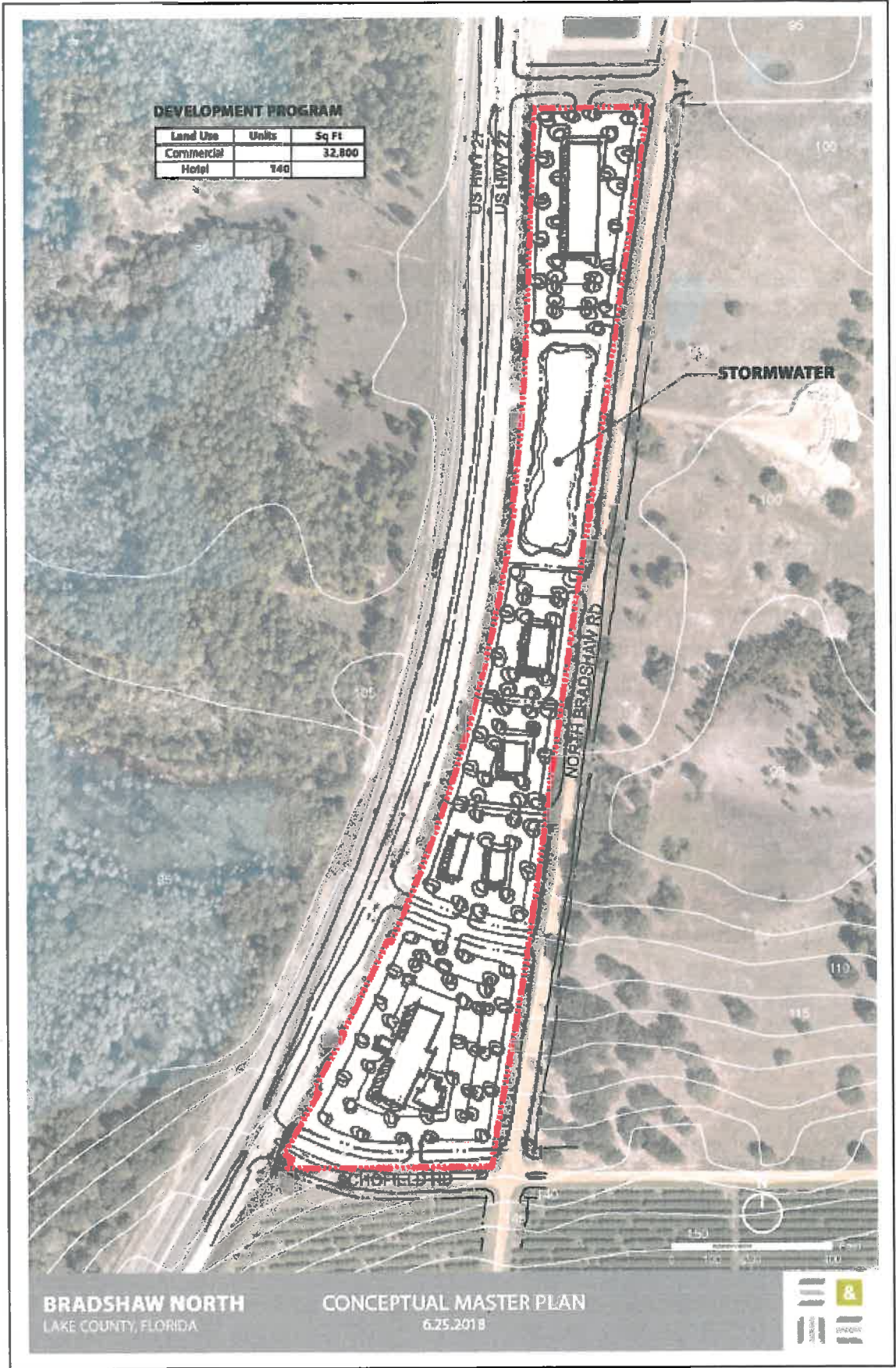
CONCLUSION

The proposed FLUM amendment is consistent with the Clermont Comprehensive Plan and will advance the vision of smart growth and commercial growth along US HWY 27. The site's proximity to surrounding residential areas makes this property an ideal location for a vibrant commercial hub. The proposed FLUM amendment and rezoning action is also compatible with the adjacent mixed-use land uses. Annexing, rezoning and changing the FLU of this property will position the City to achieve desirable commercial development, ultimately creating a commercial destination for visitors and residents from Clermont and throughout Central Florida.

APPENDIX MAPS

Soils; topo; utility; wetlands; roads; schools; floodplain

Figure 10. Conceptual Design





CITY OF CLERMONT
REZONING
APPLICATION



DATE: May 6, 2019

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Bradshaw North

APPLICANT: S&ME

CONTACT PERSON: Chris Dougherty

Address: 1615 Edgewater Drive, Suite 200

City: Orlando State: FL Zip: 32804

Phone: 407-975-1273 Fax: _____

E-Mail: cdougherty@smeinc.com

OWNER: BLR - Shell Pond LLC

Address: P.O. Box 617138

City: Orlando State: FL Zip: 32861

Phone: 407-370-9100 Fax: _____

Address of Subject Property: 8635 US Highway 27, Clermont, FL 34711

Legal Description (include copy of survey): See attached

Acres: 16.70 Land Use: Vacant
(City verification required)

Present Zoning: R-6; A (Lake Co.) Proposed Zoning: C-2
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

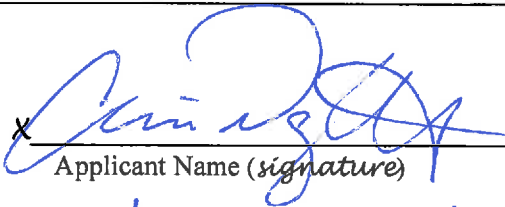
Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

See narrative

Chris Dougherty, S&ME

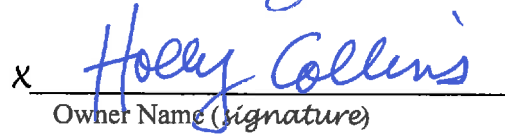
Applicant Name (print)

x 

Applicant Name (signature)

Holly Collins

Owner Name (print)

x 

Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10090610
Phone: (352) 241-7331
Date: 09/11/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	09/16/2019	10/28/2019	\$274.04

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

From: Urban Transition
To: C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, October 1, 2019 at 6:30 p.m.

ORDINANCE NO. 2019-33

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

A public meeting to consider the request will be held before the City Council on Tuesday, November 12, 2019 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

LOCATION:

Northeast of the US 27 & Schofield Road Intersection, East of US 27
(Alternate Keys 1594511, 3853224)

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made.

LEGAL DESCRIPTION

DESCRIPTION:

Parcel 1: That part of land lying between US Hwy 27 & Bradshaw Rd & N of the following described line: from N 1/4 cor of sec run S 01-24-28 E 706.60 ft, S 86-06-56 E 150.17 ft for POB, cont S 86-06-56 E 228.09 ft to the point of terminus ORB 1569 Pgs 1160 1169 ORB 3788 Pg 48.
Parcel ID: 21-23-26-000100000600

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10090610
September 16, 2019 &
October 28, 2019

Parcel 2: N 1/2 of sec lying E'ly of US Hwy 25 & W'ly of Bradshaw Rd r/w & lying S of following described line: from N 1/4 cor run S 01deg 24min 28sec E 706.60 ft, S 86deg 06min 56sec E 150.17 ft for POB, cont S 86deg 06min 56sec E 228.09 ft to the point of terminus ORB 2051 Pg 1403.
Parcel ID: 21-23-26-000100000100
Site contains 16.7 +/- acres.

Payment Info	
Ad Price	\$274.04
Tax	\$0.00
Sub Total	\$274.04
Prepaid Amount	\$0.00
Balance Due	\$274.04