



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, January 14, 2020**

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

PROCLAMATION

Clermont Reads History Month

PRESENTATIONS

Florida League of Cities Youth Council Video Competition Award

Lake Apopka Natural Gas District

Master Plan Update

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 - Surplus Request

Consider declaring end of life inventory as surplus from City Clerk, Public Works, Environmental Services, Police, Finance, Parks & Recreation, and IT and dispose of in accordance with the Purchasing Policy.

Item No. 2 - Piggyback Purchase and Budget Amendment

Recommend request to piggyback the Florida Sheriffs Association contract with Garber Fleet Sales to purchase eight (8) police vehicles in the amount of \$287,827.40 and a budget amendment to the Police Impact Fund in the amount of \$43,500.

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- | | |
|---|---|
| Item No. 3 - Contract Award and Budget Amendment | Consider request to piggyback the Hillsborough County B.C.C. contract with Blackburn Controls, Inc., d/b/a BCI Technologies to purchase Orbits Radio System in the estimated amount of \$250,000 and a budget amendment to the Sewer Fund in the amount of \$177,530. |
| Item No. 4 - Utility Service Agreement | Consider agreement approval for City water services to allow construction of a new single family home located at 15600 Johns Lake Road. |
| Item No. 5 - Event and Road Closure Request | Consider request for the Clermont Downtown Partnership to host their annual "Downtown Clermont Home and Vintage Show" on February 22, 2020. |
| Item No. 6 - Event and Road Closure Request | Consider Downtown Partnership request to host weekly Farmer's Market with road closures for 12 months. |
| Item No. 7 - Event, Open Container and Road Closure Request | Consider allowing the tenants of 790 West (Suncreek Brewery, Michael's Ali Coal Fired Pizza and Savoree) host "Celtic Fest" event in downtown. |
| Item No. 8 - Resolution No. 2020-05R | Consider approval of a new City of Clermont CM 401(a) Defined Contribution Employee Retirement Plan Document, Adoption Agreement, and Plan Services Agreement. |

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 9 - Ordinance No. 2020-01 <i>Final Karma Housing</i> | Consider rezoning from C-1 Light Commercial to Planned Unit Development for vacant property located at the corner of S.R. 50 and East Avenue. |
| Item No. 10 - Ordinance No. 2020-02 <i>Final Victory Pointe</i> | Consider an ordinance to amend (Ord. No. 2018-25) a Planned Unit Development Site Plan to reduce the number of units and change the type of units for a parcel located northwest of the intersection of Montrose Street and 10th Street. |

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
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NEW BUSINESS

- | | |
|---|--|
| Item No. 11 - Lien Reduction Request | Consider reduction of lien at the location of 1306 and 1312 Disston Avenue. |
| Item No. 12 - Ordinance No. 2020-11 <i>Introduction Advent Health</i> | Consider ordinance to change the zoning from C-2 General Commercial to Planned Unit Development for property located at 14138 State Road 50. |

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.



Whereas, the City of Clermont has a rich history that includes its founding, in which the city was designed to be a model town; and

Whereas, the history of Clermont includes the achievements of men and women of many races and ages, from the early Native American Timucua and Seminole tribes to the present and;

Whereas, a community is drawn closer together when it understands a shared history; and

Whereas, since 1998, communities around the world have embraced the idea of civic unity through the reading of literature; and

Whereas, Cooper Memorial Library will host a community read in January of the book, "CLERMONT: From Gem of the Hills to Choice of Champions;"

Now, Therefore, I, Gail L. Ash, Mayor of the City of Clermont in the State of Florida, do hereby proclaim January, 2020, as

Clermont Reads History Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 14th day of January in the year two thousand twenty.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

**AGENDA ITEM**

Meeting Date																													
Tuesday, January 14, 2020																													
Agenda Item Name																													
Surplus Request																													
Requested Action																													
Request to approve and declare end of life inventory as surplus from the City Clerk, Environmental Services Department, Public Works Department, Police Department, Finance Department, Parks and Recreation Department, and Information Technology Department and dispose of in accordance with the Purchasing Policy.																													
Staff Report																													
The Purchasing Department, on behalf of the City Clerk, Environmental Services, Public Works, Police, Finance, Parks and Recreation, and Information Technology recommends approval of the above action. Finance Department <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(6)</td><td>CMITIME TouchTime II Biometric Clock</td></tr></tbody></table> Parks and Recreation <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Blodgett Convection Oven</td></tr></tbody></table> Information Technology <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(13)</td><td>Dell Laptops</td></tr></tbody></table> The following property from the City Clerk, Environmental Services Department, Public Works Department, and Police Department represent assets that were disposed of but are currently listed in the inventory. The purpose of this approval is to officially remove the listed property from the inventory system. City Clerk <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Dell Latitude Laptop</td></tr></tbody></table> Environmental Services - Sanitation <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>HP Color Printer</td></tr></tbody></table> Public Works - Facilities <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>1990 Top Dresser PTO</td></tr><tr><td>(1)</td><td>1992 Phone System</td></tr><tr><td>(2)</td><td>1997 Walk Behind Mowers</td></tr></tbody></table>		Qty.	Property Description	(6)	CMITIME TouchTime II Biometric Clock	Qty.	Property Description	(1)	Blodgett Convection Oven	Qty.	Property Description	(13)	Dell Laptops	Qty.	Property Description	(1)	Dell Latitude Laptop	Qty.	Property Description	(1)	HP Color Printer	Qty.	Property Description	(1)	1990 Top Dresser PTO	(1)	1992 Phone System	(2)	1997 Walk Behind Mowers
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- (1) 2001 Dell Inspiron Computer
- (1) 2002 LF XKE with LAB PUMP(MOSQUITO)
- (1) 2002 Antex 8 Bay 5x800
- (5) 2003 Pole Saws
- (2) 2003 Gas Blowers
- (8) 2003 Portable VHF Radios
- (1) 2006 Animal Transport Cage
- (7) 2007 Computers

Police

- | Qty. | Property Description |
|------|---|
| (1) | 2008 DELL OPTIPLEX 755 DESKTOP COMPUTER |
| (1) | 2008 NEW WORLD SYSTEMS HARDWARE |
| (1) | 2008 COMMUNICATION RECORDING SYSTEMS |
| (1) | 2008 EVIDENCE BAR CODES |
| (1) | 2008 NEW WORLD SYSTEMS HANDHELD |
| (1) | 2008 HELMET CAMERA WITH DVR |
| (1) | 2003 SONY GRT250 LAPTOP |
| (3) | GLOCKS |
| (23) | PISTOLS |
| (1) | 2001 COMPUTER BLK ATX RACK MDMNT |
| (1) | 2001 CODE 3 EXCALIBUR LIGHTBAR & SIREN |
| (1) | 2003 IN CAR VIDEO SYSTEM |
| (1) | 2003 Computer |
| (1) | 2003 RACK FOR NCIC/FCIC COMPUTER |
| (8) | 2003 NIGHT VISION SCOPES |
| (4) | 2004 IN CAR VIDEO SYSTEMS |
| (1) | 2003 DIGITAL AUDIO |
| (1) | 2003 DISGUISED ANTENNA |
| (1) | 2003 WAISTBAND WIRELESS VIDEO |
| (1) | 2003 COMMUNICATION CENTER RECORDING |
| (1) | 2004 NIGHT VISION |
| (1) | 2004 DISGUISED AUDIO/VIDEO |
| (8) | 2004 LAPTOP COMPUTERS |
| (3) | 2004 COMPUTERS |
| (1) | 2004 MINIATURE PORTABLE REPEATER |
| (1) | 2005 HARTWOOD COPIER |
| (1) | 2005 UPS |
| (1) | 2005 COMPUTER AIDED DISPATCHING |
| (1) | 2005 POLICE COMPUTER NETWORK |
| (1) | 2005 CRIME SCENE TRAILER EQUIPMENT |
| (1) | 2005 EQUIPMENT FOR SPECIAL OPERATIONS |
| (3) | 2005 LAPTOP COMPUTERS |
| (1) | 2005 MULTI FUNCTION PRINTER |
| (2) | 2006 LAPTOP COMPUTER |
| (1) | 2006 DISPATCH STATION #4 COMPUTER |
| (1) | 2006 DISPATCH STATION #3 REDUNDANCY |
| (1) | 2007 WATCHGUARD PATROL CAMERAS |
| (3) | SHOTGUNS |

- (1) 2007 IMPRESS RADIO BATTERY CHARGERS
- (1) 2007 COMMUNICATION HEADSETS/INTERCOM
- (3) 2009 MOTOROLA XTS2500 PORTABLE RADIO
- (1) 2007 FDLE GRANT COMPUTER

Additional Analysis

Fiscal Impact Summary

Surplus property has no monetary value.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---------------------------------------|---|
| 1. | Finance Disposal Forms | Finance Disposal Forms.pdf |
| 2. | Parks and Recreation Disposal Form | Parks and Recreation Disposal Form.pdf |
| 3. | Information Technology Disposal Forms | Information Technology Disposal Forms.pdf |
| 4. | City Clerk Disposal Form | City Clerk Disposal Form.pdf |
| 5. | Environmental Services Disposal Form | Environmental Services Disposal Form.pdf |
| 6. | Public Works Disposal Form | Public Works Disposal Form.pdf |
| 7. | Police Department Disposal Forms | Police Department Disposal Forms.pdf |



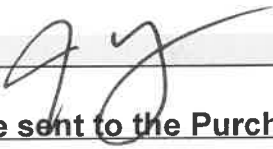
PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: 11181
Contact Person: Marsha Pridgeon Phone: 352-241-7383
Year / Make / Model: 3007-A0007 Vehicle No.
Miles / Hours: Serial / VIN: C072180001
Description of Property CMITIME TouchTimeII Biometric Clock

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☒ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 12/18/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: 11180
Contact Person: Marsha Pridgeon Phone: 352-241-7380
Year / Make / Model: 3007-A0007 Vehicle No.
Miles / Hours: Serial / VIN: C072180002
Description of Property CMITIME TouchTimeII Biometric Clock

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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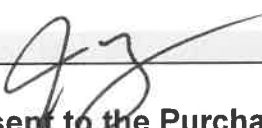
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☐ **OTHER:**

Director Signature: 

Date: 12/18/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: 11179
Contact Person: Marsha Pridgeon Phone: 352-241-7383
Year / Make / Model: 3007-A0007 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: C072180003
Description of Property CMITIME TouchTimeII Biometric Clock

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☒ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc. *(exchanged for new clock model)*
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: Adam Brosowski

Date: 12/23/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: 11183
Contact Person: Marsha Pridgeon Phone: 352-241-7383
Year / Make / Model: 3007-A0007 Vehicle No.
Miles / Hours: Serial / VIN: C072180004
Description of Property CMITIME TouchTimeII Biometric Clock

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☒ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **OTHER:**

Director Signature: 

Date: 12/18/17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: 11178
Contact Person: Marsha Pridgeon Phone: 352-241-7383
Year / Make / Model: 3007-A0007 Vehicle No.
Miles / Hours: Serial / VIN: C072180005
Description of Property CMITIME TouchTimeII Biometric Clock

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☒ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 12/18/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: 11182
Contact Person: Marsha Pridgeon Phone: 352-241-7383
Year / Make / Model: 3007-A0007 Vehicle No.
Miles / Hours: Serial / VIN: C072180006
Description of Property CMITIME TouchTimeII Biometric Clock

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☒ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

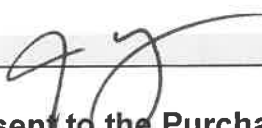
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

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☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 12/18/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/ARC Property Tag #:
Contact Person: David Patterson Phone: 352 263-4914
Year / Make / Model: Zephair-G/ blodgett Vehicle No.
Miles / Hours: Serial / VIN: not available
Description of Property Blodgett Convection Oven

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair. (acquired from church)

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 1/2/20

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E5450 Vehicle No.
Miles / Hours: Serial / VIN: GJZ8N32
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: [Signature]

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E5450 Vehicle No.
Miles / Hours: Serial / VIN: 928BN32
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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Director Signature: 

Date: 12/27/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: ES570 Vehicle No.
Miles / Hours: Serial / VIN: 2FHTM72
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: Donal Ellis

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E5570 Vehicle No.
Miles / Hours: Serial / VIN: JCHTM72
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: Donald C. [Signature]

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E5440 Vehicle No.
Miles / Hours: Serial / VIN: HZB2J12
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: Donald C. [Signature]

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E6520 Vehicle No.
Miles / Hours: Serial / VIN: F4PH3R1
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

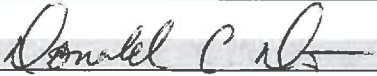
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: 

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #: 10302
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E5440 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 40C2J12
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: [Signature]

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



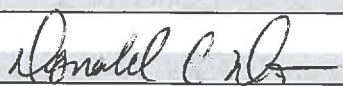
PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E5440 Vehicle No.
Miles / Hours: Serial / VIN: C0LTD12
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: 

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



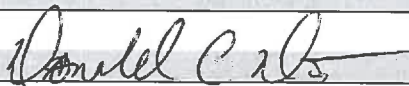
PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E5450 Vehicle No.
Miles / Hours: Serial / VIN: 2328N32
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: 

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #: 11217
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E5440 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 63WBL32
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: [Signature]

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E5450 Vehicle No.
Miles / Hours: Serial / VIN: 9ZB9N32
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: Donald C. [Signature] Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: Agenda Item:
Method of Disposal: Date Disposed:
Purchasing Director: Date:
Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #: 11216
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: E 5540 Vehicle No.
Miles / Hours: Serial / VIN: BKWLQ32
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply, No Battery

Director Signature: Donald C. [Signature]

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: D 520 Vehicle No.
Miles / Hours: Serial / VIN: DX7B3F1
Description of Property Dell Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Non-working Hard drive, no power supply

Director Signature: Donald C. [Signature]

Date: 12/27/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: CITY CLERK Property Tag #: 10032
Contact Person: Tracy Ackroyd Phone: x7332
Year / Make / Model: D830 Dell Latitude Laptop Vehicle No.
Miles / Hours: Serial / VIN: 6XT0RH1
Description of Property D830 Dell Latitude Laptop

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

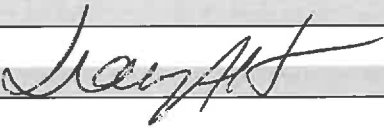
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

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☐ **OTHER:**

Director Signature: 

Date: 12/5/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6235
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2006 Animal Transport Cage Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 Animal Transport Cage

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6235



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6208
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2003 Pole Saw Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property (5) 2003 Pole Saw

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6208



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6181
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 1990 Top Dresser PTO Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Top Dresser PTO

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: D. VanDeren

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6181



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6213
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2003 Portable VHF Radios Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property (8) 2003 Portable VHF Radios

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6213



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6185
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 1992 Phone System Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 1992 Phone System

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **OTHER:**

Director Signature: 

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6181



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6200
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 1997 Walk Behind Mowers Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property (2) 1997 Walk Behind Mowers

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6200



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6206
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2002 LF XKE LABPUMP (MOSQUITO) Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2002 LF XKE with LAB PUMP (MOSQUITO)

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6206



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6210
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2003 Gas Blower Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property (2) 2003 Gas Blowers

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6210



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6205
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2001 Dell Inspiron Computer Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2001 Dell Inspiron Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6200



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6243
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2007 Computer Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 2007 Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **OTHER:** _____

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: 6243



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6242
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2007 Computer Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 2007 Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:** _____

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: 6242



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6241
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2007 Computer Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2007 Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6241



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6239
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2007 Computer Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2007 Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6239



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6228
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2006 Computer Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6228



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6223
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2004 Computer Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6223



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6222
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2004 Computer Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6222



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: 6207
Contact Person: Joe McMahon Phone: x4409
Year / Make / Model: 2002 Antex 8 Bay 5x800 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 2002 Antex 8 Bay 5x800

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:** _____

Director Signature: [Signature]

Date: 12-30-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: 6207



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 5037
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2008 DELL OPTIPLEX COMPUTER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 DELL OPTIPLEX 755 DESKTOP COMPUTER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-18

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5037



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 5047
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2008 NEW WORLD HARDWARE Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 NEW WORLD SYSTEMS HARDWARE

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12/9/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5047



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 5051
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2008 COMMUNICATION SYSTEM Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 COMMUNICATION RECORDING SYSTEM

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5051



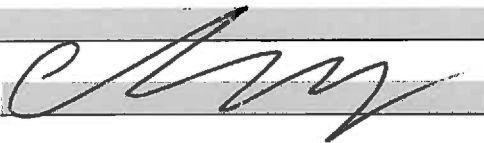
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 5058
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2008 EVIDENCE BAR CODER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 EVIDENCE BAR CODER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12/19/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5058



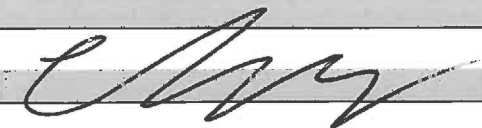
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 5059
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2008 NEW WORLD HANDHELD Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 NEW WORLD SYSTEMS HANDHELD

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12/19/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5059



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 5064
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2008 HELMET CAMERA WITH DVR Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2008 HELMET CAMERA WITH DVR

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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Director Signature: [Signature]

Date: 12/19/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5064



PROPERTY DISPOSAL FORM

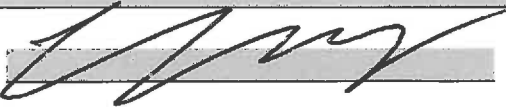
Dept. / Division: POLICE Property Tag #: 5858
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2003 SONY GRT250 LAPTOP Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 SONY GRT250 LAPTOP

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5858



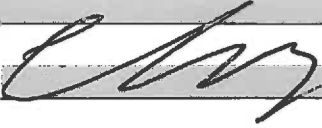
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 5964
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 3 GLOCK 23 PISTOLS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property (3) GLOCK (23) PISTOLS

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12/19/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5964



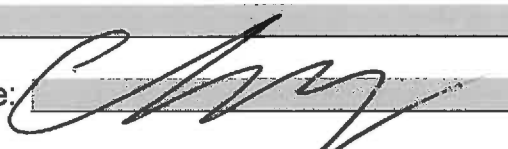
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 5966
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2001 COMPUTER ATX RACK MDMNT Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2001 COMPUTER BLK ATX RACK MDMNT

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12/19/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5966



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 5977
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2001 EXCALIBUR LIGHTBAR SIREN Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2001 CODE 3 EXCALIBUR LIGHTBAR & SIREN

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 5977



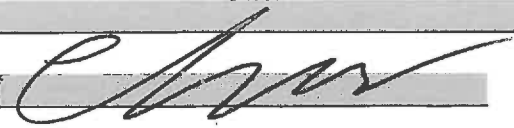
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6033
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2003 IN CAR VIDEO SYSTEM Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 IN CAR VIDEO SYSTEM

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6033



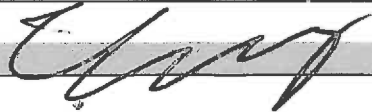
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6044
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2003 RACK FOR NCIC COMPUTER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 RACK FOR NCIC/FCIC COMPUTER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6044



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6047
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2003 (8) NIGHT VISION SCOPES Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 (8) NIGHT VISION SCOPES

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: 

Date: 12/9/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6047



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6049
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2003 (4) IN CAR VIDEO SYSTEMS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 (4) IN CAR VIDEO SYSTEMS

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12/19/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6049



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6050
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2003 DIGITAL AUDIO Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 DIGITAL AUDIO

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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Director Signature: [Signature]

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6050



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6051
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2003 DISGUISED ANTENNA Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 DISGUISED ANTENNA

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature:  Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: Agenda Item:
Method of Disposal: Date Disposed:
Purchasing Director: Date:
Munis Asset Number: 6051



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6052
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2003 WASTEBAND WIRELESS VIDEO Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 WASTEBAND WIRELESS VIDEO

☐ See attached form with multiple items listed. All items must include above information.

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Director Signature: 

Date: 12-19-19

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6052



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6054
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2003 COMMUNICATION RECORDING Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2003 COMMUNICATION CENTER RECORDING

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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Director Signature: 

Date: 12/19/19

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6054



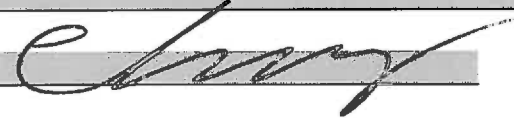
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6057
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2004 NIGHT VISION Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 NIGHT VISION

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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Director Signature: 

Date: 12-19-19

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Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6057



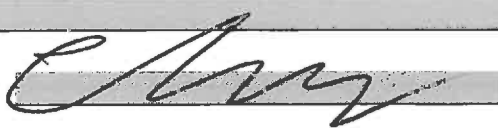
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6061
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2004 DISGUISED AUDIO/VIDEO Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 DISGUISED AUDIO/VIDEO

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6061



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6070
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2004 LAPTOP COMPUTER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 LAPTOP COMPUTER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6070



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6071
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2004 COMPUTERS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 (3) COMPUTERS

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6071



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6073
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2004 PORTABLE REPEATER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 MINIATURE PORTABLE REPEATER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6073



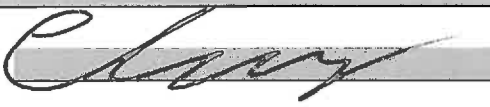
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6089
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2004 LAPTOP COMPUTERS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2004 (7) LAPTOP COMPUTERS

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6089



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6090
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2005 UPS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 UPS

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6090



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6091
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2005 COMPUTER AID DISPATCHING Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 COMPUTER AIDED DISPATCHING

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

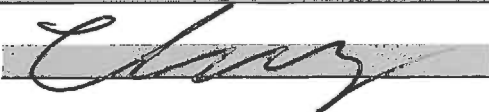
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☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6091



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6098
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2005 POLICE COMPUTER NETWORK Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 POLICE COMPUTER NETWORK

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6098



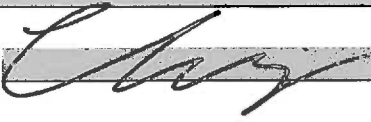
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6099
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2005 CRIME SCENE TRAILER EQUIP Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 CRIME SCENE TRAILER EQUIPMENT

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6099



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6100
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2005 EQUIPMENT SPECIAL OPS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 EQUIPMENT FOR SPECIAL OPERATIONS

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6100



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6113
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2005 (3) LAPTOP COMPUTERS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 (3) LAPTOP COMPUTERS

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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☐ **OTHER:**

Director Signature: [Signature]

Date: 12.19.19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6113



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6115
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2005 MULTIFUNCTION PRINTER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2005 MULTIFUNCTION PRINTER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-18

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6115



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6119
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2006 LAPTOP COMPUTER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 LAPTOP COMPUTER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6119



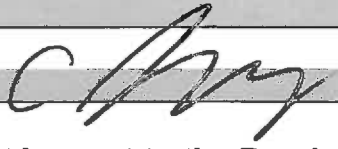
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6124
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2006 LAPTOP COMPUTER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 LAPTOP COMPUTER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6124



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6131
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2006 DISPATCH STATION COMPUTE Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 DISPATCH STATION #4 COMPUTER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6131



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6142
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2006 DISPATCH REDUNDANCY Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2006 DISPATCH STATION #3 REDUNDANCY

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6142



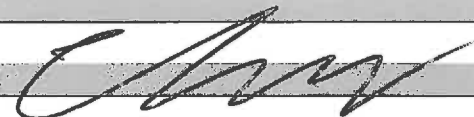
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6154
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2007 WATCHGUARD PATROL CAMERA Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2007 WATCHGUARD PATROL CAMERAS

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6154



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6156
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: SHOTGUN Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property SHOTGUN

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6156



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6157
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2007 IMPRESS BATTERY CHARGER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2007 IMPRESS RADIO BATTERY CHARGERS

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6157



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6164
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2007 COMMUNICATION HEADSETS Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2007 COMMUNICATION HEADSETS/INTERCOM

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6164



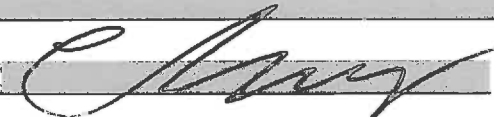
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6361
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2009 MOTOROLA PORTABLE RADIO Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2009 MOTOROLA XTS2500 PORTABLE RADIO

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6361



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6167
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2007 FDLE GRANT COMPUTER Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2007 FDLE GRANT COMPUTER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6167



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 6363
Contact Person: Debbie Arroyo Phone: 8424
Year / Make / Model: 2009 MOTOROLA PORTABLE RADIO Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 2009 MOTOROLA XTS2500 PORTABLE RADIO

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 12-19-19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number: 6363



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, January 14, 2020	
Agenda Item Name	
Piggyback Purchase and Budget Amendment	
Requested Action	
Recommend to approve a piggyback contract number FSA19-VEL27.0 from the Florida Sheriffs Association with Garber Fleet Sales to purchase eight (8) police vehicles in the amount of \$287,827.40 and budget amendment to the Police Impact Fund in the amount of \$43,500.	
Staff Report	
The Purchasing Department and the Police 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 2012-002 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 FSA19-VEL27.0. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. On November 12, 2019 the City Council approved the purchase of seven (7) Dodge Charger police rated vehicles for the Police Department. However, after sending the order to the Dodge dealer, the manufacturer cancelled the order, as well as other orders across the State of Florida, advising that Dodge sold more vehicles than they are capable of manufacturing. The Police Department turned to the Ford dealer Garber Ford to obtain quotes for Ford Interceptor SUVs. The Ford SUVs are significantly higher than the price budgeted for the Dodge Chargers. The difference in the total pricing for the eight (8) vehicles between Dodge and Ford police rated SUVs is an increase of \$70,665. The recommendation to cover the fiscal impact of \$70,665 is through a budget amendment in the amount of \$43,500 from the Police Impact Fund and the balance through the police departments budget in the Infrastructure Fund.	
Additional Analysis	
Fiscal Impact Summary	
The current year approved budget does not have funds to cover the entire increased costs for this project. A budget amendment in the amount of \$43,500 is recommended from the Police Impact Fund. Police Department New Vehicles (5): \$179,842.75 Department Account Code: 15521-6640	

Police Department Replacement Vehicles (3): \$107,984.65
Department Account Code: 12521-66400

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	RFI 2012-002	RFI 2012-002.pdf	
2.	Police Department Vehicles	Police Department Vehicles.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicles

CONTACT INFORMATION:	RFI No. 2012-002	ISSUED DATE: December 10, 2019
Ramsey Gross Senior Purchasing Agent EMAIL: rgross@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>December 18, 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: Police Department

(b) Company Information: Garber Ford, Inc.

(c) Contract Number and Title: FSA19-VEL27.0, Specification # 239

(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 vehicles:

Police Department

Seven (7) 2020 Ford Interceptor Utility AWD, K8A

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.



CLERMONT POLICE DEPT

Specification # 239

Unit Description Ford Interceptor Utility AWD, K8A

Prepared for:

Prepared by:

12/3/2019

CLERMONT POLICE DEPT

Attn: Capt Michael McMaster

352.394.5588

mmcmaster@clermont.org

Garber Ford Inc

Todd Brandt

(904) 264-2442 ext.2348 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

tbrandt@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.

(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA19-VEL 27.0, expiring September 30th, 2020 for - Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

Base Price

K8A

2020 FORD INTERCEPTOR UTILITY AWD, K8A

\$35,378.00

Codes	Optional Equipment	Unit Price	Net Price
500A	PREFERRED PACKAGE	0	\$0.00
D99W	3.3L V6 FLEX FUEL GAS V6 ENGINE	-3000	(\$3,000.00)
44U	10-SPEED AUTOMATIC TRANSMISSION	0	\$0.00
UM	SOLID EXTERIOR PAINT: AGATE BLACK	0	\$0.00
96	CLOTH BUCKETS W/REAR VINYL BENCH: CHARCOAL BLACK	0	\$0.00
17T	DOMELAMP RED/WHITE IN CARGO AREA	49	✓ \$49.00
86T	PREDRILLED HOLE IN TAILLAMP	59	✓ \$59.00
LEDSPOT	UPGRADE SPOTLIGHT TO LED	183	✓ \$183.00
55F	KEYLESS ENTRY IS STANDARD: 4 KEYS/FOBS ARE INCLUDED	0	\$0.00
		0	\$0.00
87R	REARVIEW CAMERA IN THE REAR VIEW MIRROR	0	✓ \$0.00
65L	18" WHEEL COVERS	59	✓ \$59.00
60A	GRILLE LIGHTS PRE-WIRING	49	✓ \$49.00
549	HEATED SIDE MIRRORS	59	✓ \$59.00
52P	HIDDEN DOOR LOCK PLUNGERS W/REAR DOOR CONTROLS INOP	159	✓ \$159.00
43D	DARK CAR FEATURE	24	✓ \$24.00
76P	PRE COLLISION ASSIST W/ PEDESTRIAN DETECTION	144	✓ \$144.00
76R	REVERSE SENSING SYSTEM	274	✓ \$274.00
55B	BLIND SPOT MONITORING	544	✓ \$544.00
68B	POLICE PERIMETER ALERT	674	✓ \$674.00
2-TONE	PAINT 4 DOORS WHITE ON BLACK VEHICLE	926	✓ \$926.00
TINT	TINT ALL WINDOWS AND WINDSHIELD STRIP	271	✓ \$271.00
	WE HAVE A COMPLETE EVT CERTIFIED SHOP FOR YOUR POLICE EQUIPMENT	0	\$0.00
	NEEDS. PLEASE ALLOW US THE OPPORTUNITY TO MAKE YOUR VEHICLES	0	\$0.00
	READY FOR THE ROAD. CHECK OUT OUR PRICING	0	\$0.00
		0	\$0.00
YTAG	YELLOW STATE TAG	116.55	✓ \$116.55
DEL	DELIVERY	0	\$0.00
		0	\$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 35,968.55

X7

TOTAL

251779.85



CLERMONT POLICE DEPT

Specification # 239

Unit Description Ford Interceptor Utility AWD, K8A

Prepared for:

Prepared by:

12/3/2019

CLERMONT POLICE DEPT

Attn: Capt Michael McMaster

352.394.5588

mmcmaster@clermont.org

Garber Ford Inc

Todd Brandt

(904) 264-2442 ext.2348 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

tbrandt@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.

(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA19-VEL 27.0, expiring September 30th, 2020 for - Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price	
K8A	2020 FORD INTERCEPTOR UTILITY AWD, K8A	\$35,378.00	
Codes	Optional Equipment	Unit Price	Net Price
500A	PREFERRED PACKAGE	0	\$0.00
D99W	3.3L V6 FLEX FUEL GAS V6 ENGINE	-3000	(\$3,000.00)
44U	10-SPEED AUTOMATIC TRANSMISSION	0	\$0.00
UM	SOLID EXTERIOR PAINT: AGATE BLACK	0	\$0.00
96	CLOTH BUCKETS W/REAR VINYL BENCH: CHARCOAL BLACK	0	\$0.00
17T	DOMELAMP RED/WHITE IN CARGO AREA	49	\$49.00
86T	PREDRILLED HOLE IN TAILLAMP	59	\$59.00
LEDSPOT	UPGRADE SPOTLIGHT TO LED	183	\$183.00
55F	KEYLESS ENTRY IS STANDARD: 4 KEYS/FOBS ARE INCLUDED	0	\$0.00
52T	CLASS III TRAILER TOWING WIRING	79	\$79.00
87R	REARVIEW CAMERA IN THE REAR VIEW MIRROR	0	\$0.00
65L	18" WHEEL COVERS	59	\$59.00
60A	GRILLE LIGHTS PRE-WIRING	49	\$49.00
549	HEATED SIDE MIRRORS	59	\$59.00
52P	HIDDEN DOOR LOCK PLUNGERS W/REAR DOOR CONTROLS INOP	159	\$159.00
43D	DARK CAR FEATURE	24	\$24.00
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2-TONE	PAINT 4 DOORS WHITE ON BLACK VEHICLE	926	\$926.00
TINT	TINT ALL WINDOWS AND WINDSHIELD STRIP	271	\$271.00
	WE HAVE A COMPLETE EVT CERTIFIED SHOP FOR YOUR POLICE EQUIPMENT	0	\$0.00
	NEEDS. PLEASE ALLOW US THE OPPORTUNITY TO MAKE YOUR VEHICLES	0	\$0.00
	READY FOR THE ROAD. CHECK OUT OUR PRICING	0	\$0.00
		0	\$0.00
YTAG	YELLOW STATE TAG	116.55	\$116.55
DEL	DELIVERY	0	\$0.00
		0	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE			\$ 36,047.55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2020		
Agenda Item Name		
Contract Award and Budget Amendment		
Requested Action		
Recommend to approve a piggyback contract number 217204251 from Hillsborough County B.C.C. with BCI Technologies to purchase Orbits Radio System and a budget amendment to the Sewer Fund in the amount of \$177,530.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from the Hillsborough County B.C.C. contract number 217204251 to purchase Orbits Radio System and replace the City's current communication system between the Waste Water Treatment Plant and lift stations. The Orbits Radio System relays information that gives warning to the Environmental Services Department about possible issues at lift stations. The new system provides the Department with up to date technology. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2011-005 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 Hillsborough County B.C.C. contract. The Hillsborough County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. The fiscal impact of \$177,530 is not included in the current year approved budget, therefore a budget amendment is recommended.		
Additional Analysis		
Fiscal Impact Summary		
The estimated contract value is \$250,000 The cost to purchase the Orbits Radio System is \$177,530 and is not included in the current year approved budget. A budget amendment to the Sewer Fund from reserves in the amount of \$177,530 is recommended. Department Account Code: 42535-66401		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	RFI 2011-005	RFI 2011-005.pdf
2.	Hillsborough County B.C.C. Contract	Hillsborough County B.C.C. Contract.pdf
3.	BCI Proposal	BCI Proposal.pdf



REQUEST FOR INFORMATION

Intent to Utilize the Hillsborough County Contract for SCADA, CitectSCADA, BCI Energy Manager, GE MDS Products, Training and Services

CONTACT INFORMATION:	RFI No. 2011-005	ISSUED DATE: November 20, 2019
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 28, 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: Blackburn Controls Inc.

(c) Contract Number and Title: Blanket Purchase Agreement No. 217204251 , SCADA, CitectSCADA, BCI Energy Manager, GE MDS Products, Training and Services

(d) Length of Contract: Contract expires January 31, 2020 with optional three (3) additional one-year renewal.

(e) Product or Service Provided: To provide SCADA, CitectSCADA, BCI Energy Manager, GE MDS Products, Training and Services.

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.



**Hillsborough County
Board of County Commissioners
601 E Kennedy Blvd
Tampa, FL 33601
United States**

Blanket Purchase Agreement 217204251,
0

Type	Blanket Purchase Agreement
Order	217204251
Revision	0
Order Date	05-JAN-2017
Created By	Amundsen, Clifford
Revision Date	
Current Buyer	

**Supplier: BLACKBURN CONTROLS INC
1619 E VINE ST
KISSIMMEE, FL 34744
United States**

**Ship To: See Below
Tampa, FL 33601
United States**

**Bill To: PO BOX 1110
Tampa, FL 33601-1110
United States**

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	1003078	NET 30 DAYS	Freight Included	FOB - Destination		Best Way
Effective Start Date		Effective End Date	Amount Agreed (USD)			
01-FEB-2017		31-JAN-2020	1,238,325.00			
Supplier Contact			Requester			
BLACKBURN, GIL (407) 847-8848						

Notes: In accordance with Sole Source Contract No. 7494, SCADA, CitectSCADA, BCI Energy Manager, GE MDS Products, Training, and Services.

Awarded by the BOCC on December 7, 2016, and subsequently approved the correction of a scrivener's error to the contract term on January 5, 2017.

Department: Public Utilities Department

Department Contact: Jim Wunderle, 813-612-7746, wunderlej@HCflgov.net

Contract Manager: Will Schill, 813-272-5977 x 43505, schillw@HCflgov.net

All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	SCADA/IT Network Service & Support/BCI Energy Manager				Hour (s)	90	
2	CitectSCADA 3-Day Training Class				Each	7500	
3	CitectD-SCADA 2-Day Advanced Training				Each	5000	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
4	GE MDS 2-Day Training				Each	6900	
5	BCI Energy Manager "Refresher" Course				Hour (s)	90	
6	BCI Energy Manager/Analyst Software (Per site)				Each	23000	
7	BCI Energy Manager Global Monitor (Per site)				Each	3500	
8	BCI Energy Manager Power Meter PM820 & PM8ECC				Each	3900	
9	BCI Energy Manager Annual Product Support				Each	765	
10	CitectSCADA Software and Related Products (7.5% Discount)						250,000.00
Payments in accordance with the Contract Documents, Page 6, Section 2, Price Schedule. This line item is issued based upon a dollar amount and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, and specifications.							
11	GE MDS Radios / Antennas / Other Products (Up to a 27% Discount)						225,000.00

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
Standard Purchase Order Terms and Conditions

The vendor, in accepting this purchase order, agrees to and shall be bound by all of the following terms and conditions:

1. The content and conditions of this purchase order may not be verbally modified. Any changes must be in writing and approved by the Director of Procurement. If these conditions are not acceptable, please notify the contact listed on the order before shipping the items or delivering services. If prices are higher than specified, do not ship without prior written approval from the Director of Procurement.

2. All invoices, packing lists and packages must include the order number printed on the upper right corner of the purchase order. The vendor must provide a proper invoice by which payment will be processed. In accordance with 218.76(1), Florida Statutes, if an invoice is subsequently determined to be improper, it shall be returned to the vendor. Proper invoices must include:

- Original invoice.
- Vendor's name and address.
- Vendor's tax identification number.
- Vendor's "remit to" address.
- Invoice date.
- Invoice number.
- Invoice must be billed to "BOCC Hillsborough County Florida."
- Correct purchase order number.
- Description of goods/services purchases, to include quantity and/or hours of work performed.
- Correct unit price (not to exceed four [4] decimal places), extended price, and total amount due.
- Shipping date.
- County department name and/or delivery contact named on the purchase order.
- Conformance to all other requirements specified in the corresponding contract/agreement.

3. All original invoices for goods and services must be emailed to countyfinanceinvoices@hillsclerk.com or mailed to: County Finance Department, Hillsborough County Clerk of the Circuit Court, P.O. Box 1110, Tampa, Florida 33601. Invoices for construction services may be mailed directly to the requesting department or assigned project manager for review and sign off.

4. Payments will be made upon receipt of a proper invoice in accordance with Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The following payment options are available:

Method - ACH (Direct Deposit) *
Source - Electronic (Bank)
Fee - None
Remittance/Notice - Email (Invoice # & Amount)

Method - Check
Fee - None
Remittance/Notice - Stub (Invoice # & Amount)

Method - ePayables
Source - Electronic (Credit Card)
Fee - Merchant Services Fee **
Remittance/Notice - Email or Fax (Invoice # & Amount)

* Vendor's bank account information will remain confidential to the extent provided by law and necessary to make ACH payments via direct deposit. Please visit <http://hillsboroughcounty.org/documentcenter/home/view/286> for the ACH enrollment form.

** Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%. Please visit <http://www.hillsboroughcounty.org/documentcenter/view/285> for the ePayables enrollment form.

5. Materials rejected by the County will be returned to the vendor at the vendor's risk and expense. The County shall not be liable or otherwise responsible for any re-stocking charges unless prior written approval has been provided by the Director of Procurement.

6. Cash discounts will be deducted as provided for on the face of this purchase order or in accordance with the terms of the vendor's quotation or bid.

7. Acceptance by the vendor of this order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the order or attached to or referred to, and which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this purchase order and any referenced contract document, if one exists, the contract document shall govern. The vendor may not unilaterally modify the terms of this purchase order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the vendor's order or fiscal forms or other documents forwarded by the vendor for payment. The County's acceptance of product or processing of documentation on forms furnished by the vendor for approval or payment shall not constitute acceptance of the proposed modification to the terms and conditions of this purchase order.

8. If this purchase order is a call or release order against a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA), all terms and conditions of the subject purchase agreement and this purchase order shall apply to the order. The purchase order number, not the purchase agreement number, must be on the invoice.

9. All shipments by the vendor must be F.O.B Destination, unless otherwise authorized in writing by the Director of Procurement. Any F.O.B. Shipping Point freight charges shall be prepaid and added to the invoice and with a copy of the freight bill attached. The County will not accept collect shipments. All stated delivery times are of the essence.

10. In accordance with law, the County reserves the right to cancel all or part of this purchase order prior to acceptance of the goods or services.

11. Vendors are expected to satisfy all purchase orders in one shipment unless otherwise stipulated in the subject solicitation, award, or authorized by the Director of Procurement in writing. Excessive and unauthorized partial shipments may result in vendor debarment or prohibition from doing business with the County.

12. Vendors are not authorized to deliver any goods or services which are not covered by this purchase order. The County accepts no responsibility and is not obligated to render payment for purchases that are not covered by a duly-issued purchase order or specifically authorized by the Director of Procurement or County Administrator. Vendors violating this condition may be subject to debarment or prohibition from doing business with the County in accordance with the County's Procurement Policies and such vendors may forfeit their right to compensation for such deliveries.

13. INDEMNIFICATION (PATENT OR COPYRIGHT): The vendor shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by vendor during or after completion of the Work. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

14. INDEMNIFICATION (GENERAL LIABILITY): The vendor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the vendor, or anyone performing any act required of vendor in connection with performance of the Contract awarded pursuant to this order. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

15. INDEMNIFICATION (GENERAL LIABILITY-GOVERNMENTAL AGENCY-VENDORS ONLY): The County and governmental agency-vendor shall each be liable to the extent permitted by 768.28, Florida Statutes, for the negligent acts, or omissions of their respective officers, employees and agents. Nothing in the foregoing shall be construed as a waiver of

sovereign immunity or as consent to be sued by either the County or the governmental agency-vendor.

16. Any dispute or contractual right regarding this purchase order shall be governed by Florida Law. In the event of a lawsuit by the vendor the venue of such lawsuit shall be in Hillsborough County, Florida and the vendor waives whatever rights it has in the selection of venue.

17. The vendor shall have in its possession any applicable permits, licenses, etc. that may be required by Federal, State, County, or local law to furnish products or services under the scope of this purchase order. The vendor shall be in compliance with all zoning and other ordinances in the performance of the awarded contract.

18. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION:** The vendor shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices. The vendor shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference. Furthermore, Hillsborough County hereby notifies all vendors that Minority Business Enterprises (MBE), Disadvantaged Minority Business Enterprises (DMBE), and Disadvantaged Women Business Enterprises (DWBE) will be afforded a full opportunity to participate in any award made by Hillsborough County and will not be subjected to discrimination on the basis of race, color, sex or national origin.

19. The vendor shall keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the vendor for a minimum of six (6) years from the date of termination of this contract. The County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The County, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the vendor as concerns the aforesaid records and documentation.

20. **TAXES:** Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid. The County's Consumers Certificate of Exemption Number is #85-8012622015C-2, effective 11/30/14.

21. Questions concerning delivery of this order should be directed to the department contact shown on the order. For other questions regarding this order, please contact the Procurement Services Department at P.O. Box 1110, 601 E. Kennedy Blvd., 25th Floor, Tampa, FL 33601, procurementservices@hillsboroughcounty.org, or (813) 272-5790. Please visit www.hillsboroughcounty.org/procurementmanual to view or download the County's Procurement Policy and Procedures Manual.

22. **RISK OF LOSS:** Until acceptance, risk of loss or damage shall remain with the vendor. The vendor shall be responsible for filing, processing, and collecting all damage claims. When the County rejects a product, the vendor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the vendor. Rejected product not removed by the vendor within ten (10) days shall be deemed abandoned by the vendor, and the County shall have the right to dispose of it as its own property. The vendor shall reimburse the County for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

23. **WARRANTY:** The vendor shall provide to the County a one (1) year written warranty: (a) against poor workmanship, for all services rendered by the vendor, (b) for all products, materials or equipment provided by the vendor in the course of providing service to the County, and (c) for all commodities sold to the County. The warranty period shall begin on the date of final completion and/or acceptance by the County.

24. **FISCAL NON-FUNDING CLAUSE:** This purchase order is subject to funding availability. In the event sufficient budget funds to fund this purchase order become reduced or unavailable, the County shall notify the vendor of such occurrence, and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor. The County shall be the final authority as to the availability of funds and

how available funds will be allotted. If this purchase order is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the County shall notify the vendor of such occurrence and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor.

25. ACCESS TO RECORDS: If applicable, vendor shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by vendor in connection with this purchase order.

26. REIMBURSEMENT OF TRAVEL EXPENSES: Travel expenses, if applicable, shall be paid pursuant to the provision of 112.061, Florida Statutes.

Hillsborough County Standard Purchase Order Terms and Conditions - Revised 07/15/2015

Sole Source Contract 7494:160303

Sole Source Contract 7494:160303

Title **SCADA, CitectSCADA, BCI Energy Manager, GE MDS Products, Training and Services**
 Close Date **03-NOV-2016 15:41:25** Open Date **02-NOV-2016 12:06:15**
 Time Zone **Eastern Time**
 Response Status **Active**

Your response has been submitted to:

Company	HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
Buyer	Bangert, Brett
Location	BOCCOU
	601 E Kennedy Blvd
	Tampa, FL
	United States
Phone	Not Specified
Fax	
Email	BangertB@hillsboroughcounty.org

Your information is:

Your Company Name	BLACKBURN CONTROLS INC
Your Company Site	
Address	BCI TECHNOLOGIES
	1619 E VINE ST
	KISSIMMEE, FL 34744
	United States
Contact Details	YANCEY, PHIL

1 Header Information**1.1 General Information**

Title	SCADA, CitectSCADA, BCI Energy Manager, GE MDS Products, Training and Services		
Open Date	02-NOV-2016 12:06:15		
Close Date	03-NOV-2016 15:41:25		
Time Zone	Eastern Time	Buyer	Bangert, Brett
Quote Style	Scaled	Email	BangertB@hillsboroughcounty.org
Event	Sole Source Contract	Outcome	Blanket Purchase Agreement

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	Multiple (See Below)	Bill-To Address	CCC-County Finance-AP (Global)
	See Below		PO BOX 1110
	Tampa, FL 33601		Tampa, FL 33601-1110
	United States		United States
Payment Terms	NET 30 DAYS	Carrier	Best Way
FOB	FOB - Destination	Freight Terms	Freight Included
Currency	USD (US Dollar)	Price Precision	Any
Response Valid Until		Reference Number	
Total Agreement Amount (USD)	Not Specified	Minimum Release Amount (USD)	Not Specified

1.3 Requirements

Affirmation
Name of person submitting the Proposal.
.....
Your response value:
Phillip Yancey
Title of person submitting the Proposal.
.....
Your response value:
Sales Manager
I represent that I am at least eighteen (18) years of age.
.....
Acceptable Values
Yes
.....
Your response value:
Yes
I represent that the printing of my name and the submittal of a Proposal is intended to authenticate this writing and to have the same force and effect as my manual signature.
.....
Acceptable Values
Yes
.....
Your response value:
Yes
I represent that I am either authorized to bind the Proposer, or that I am submitting the Proposal on behalf of and at the direction of the Proposer's representative authorized to contractually bind the Proposer.
.....
Acceptable Values
Yes
.....
Your response value:

Affirmation
Yes
I represent that the Proposer and/or its applicable representative(s) has reviewed the information contained in this Proposal and that the information submitted is accurate.
Acceptable Values
Yes
Your response value:
Yes
At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in this Solicitation Document. The above-named Proposer affirms and declares: That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is, in all respects, fair and without collusion or fraud. That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof. That the Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Proposer's own investigations, the Proposer is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work. That the Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Proposer's Proposal. Proposer acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Proposer hereby certifies that Proposer (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Proposer to civil penalties, attorneys' fees and/or costs.
Acceptable Values
Yes
Your response value:
Yes
General Requirements
Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.
Type Optional
Your response value:
In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.
Acceptable Values
Send electronic version
Send hard copy via U.S. Mail

General Requirements
<i>Your response value:</i> Send electronic version
Bidder is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County by VISA account through the ePayables electronic payment solution. Note: If Bidder is already enrolled in the County's ePayables solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.
Acceptable Values Yes No
<i>Your response value:</i> Yes
Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.
Acceptable Values Yes No
<i>Your response value:</i> Yes
Submission Checklist
The following items are uploaded and made part of this submission: Substitute W-9 Trade License(s), if required
Acceptable Values Yes
<i>Your response value:</i> Yes

1.4 Attachments**1.4.1 Buyer Attachments**

Name	Data Type	Description
BCI Hillsborough 3 Year Continuing Contract Quote, Dated August 3, 2016	File	
BCI Price List	File	
BCI Price List GE MDS 2016	File	
Substitute W-9.pdf	File	

1.4.2 Supplier Attachments

Name	Data Type	Description
BCI - W9	File	BLACKBURN CONTROLS DBA BCI TECHNOLOGIES W9
BCI - BUSINESS LICENSE	File	BCI BUSINESS LICENSE

2 Price Schedule**2.1 Line Information**

Display Rank As **No indicator displayed**
 Ranking **Price Only**
 Cost Factors **None**
 Response Total (USD) **1,238,325.00**

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount	Bid Minimum Release Amount
1 SCADA/IT Network Service & Support/BCI Energy Manager		3,500	Hour (s)	90	315,000.00	
2 CitectSCADA 3-Day Training Class (Total of 15 days)		5	Daily	7,500	37,500.00	
3 CitectD-SCADA 2-Day Advanced Training (Total of 10 days)		5	Daily	5,000	25,000.00	
4 GE MDS 2-Day Training (Total of 10 days)		5	Daily	6,900	34,500.00	
5 BCI Energy Manager "Refresher" Course		230	Hour (s)	90	20,700.00	
6 BCI Energy Manager/Analyst Software (Per site)		10	Each	23,000	230,000.00	
7 BCI Energy Manager Global Monitor (Per site)		10	Each	3,500	35,000.00	
8 BCI Energy Manager Power Meter PM820 & PM8ECC		8	Each	3,900	31,200.00	
9 BCI Energy Manager Annual Product Support		45	Each	765	34,425.00	
10 CitectSCADA Software and Related Products (7.5% Discount)		1	Dollar (s)	250,000	250,000.00	
11 GE MDS Radios / Antennas / Other Products (Up to a 27% Discount)		1	Dollar (s)	225,000	225,000.00	

2.2 Line Details**2.2.1 Line 1 SCADA/IT Network Service & Support/BCI Energy Manager**

Category **920.47**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.2 Line 2 CitectSCADA 3-Day Training Class (Total of 15 days)

Category **920.91**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.3 Line 3 CitectID-SCADA 2-Day Advanced Training (Total of 10 days)

Category **920.91**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.4 Line 4 GE MDS 2-Day Training (Total of 10 days)

Category **920.91**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.5 Line 5 BCI Energy Manager "Refresher" Course

Category **920.91**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.6 Line 6 BCI Energy Manager/Analyst Software (Per site)

Category **920.91**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.7 Line 7 BCI Energy Manager Global Monitor (Per site)

Category **920.31**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.8 Line 8 BCI Energy Manager Power Meter PM820 & PM8ECC

Category 920.31
 Shopping Category Not Specified
 Minimum Release Not Specified
 Amount (USD)
 Estimated Total Not Specified
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.9 Line 9 BCI Energy Manager Annual Product Support

Category 920.31
 Shopping Category Not Specified
 Minimum Release Not Specified
 Amount (USD)
 Estimated Total Not Specified
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.10 Line 10 CitectSCADA Software and Related Products (7.5% Discount)

Category 920.47
 Shopping Category Not Specified
 Minimum Release Not Specified
 Amount (USD)
 Estimated Total Not Specified
 Amount (USD)

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		

2.2.11 Line 11 GE MDS Radios / Antennas / Other Products (Up to a 27% Discount)

Category **920.47**
 Shopping Category **Not Specified**
 Minimum Release Amount (USD) **Not Specified**
 Estimated Total Amount (USD) **Not Specified**

General

Description	Target Value	Response Value
Enter "Quote Price" only. Please do not fill in "Quote Minimum Release Amount" unless you are limiting your quoted price to a minimum order, which may be deemed a material deviation. <i>No Response Required</i>		



1619 E. Vine St.
Kissimmee, FL 34744
Phone: 407-847-8848
Fax: 407-847-8824
www.bcdtech.com

Clermont NX900 Upgrade Rev2.docx

October 30, 2019

Mr. Dave Bennett
City of Clermont
3335 Hancock Road., Clermont, FL 34711
Tel 352-267-1218 | Fax 352-241-0542

Dear Mr. Bennett,

As per your request, we are pleased to submit this proposal and budgetary pricing of a GE MDS telemetry system replacement. This project will remove the now obsolete EntraNET 900 radios and replace with the GE MDS Orbit products. Additionally, the backhaul network utilizing the iNET 900 radio will be replaced with the GE MDS Orbit product, creating a cohesive and standardized radio network.

REMOTE SITES – HARDWARE

GE MDS Orbit ECR NX900 High performance Unlicensed 900MHz Radio. Each device may be configured as an Access Point, Remote, or Store & Forward device supporting point to point, point to multipoint, store & forward and self-healing communications. The Orbit ECR is a Layer 3 router with over-the-air speeds capable of 125kbps up-to 1.25 Mbps. The current model provided is the ECR (Edge Connected Router) and is a compact design that includes one ethernet port and one serial port.

Price Each Orbit NX900, Model # ECRU91NNNNNS1S1USUNNN \$1,015.00

COST (90 UNITS): \$91,350.00

TOWER SITES - HARDWARE

GE MDS MPRU-R - MDS Master Station redundant with Orbit Unlicensed 902-928MHz transceiver modules and dual power supplies. The goal is to eliminate one unit at the Bloxom Tower by using a single Master Station as a "store and forward" device that will send data to the East tower. The ability to communicate between the Bloxom and East tower will need to be tested during the Initial RF Audit.

NOTE: In the event that the Bloxom Tower and East tower cannot communicate using the existing OMNI antenna, it may be necessary to purchase an additional Master Station for installation at the Bloxom tower.

Price Each MPRU-R - MDS Master Station redundant \$6,580.00

COST (5 UNITS, 1 at Bloxom tower, 2 at East, 2 at WWTP): \$32,900.00

Shipping Costs: Estimated Shipping Cost (not to exceed total amount) \$ 500.00

TOTAL HARDWARE COST: \$ 124,750.00

PLANNING, CONFIGURATION AND INSTALLATION

BCI will provide technicians to perform a complete replacement of the existing EntraNET & iNET radio system. Pricing includes labor, mileage & expenses, project management, training and allotted time for meetings.

PHASE ONE – Initial RF Audit and Planning

BCI Technologies will provide two (2) technicians on-site for one day to perform an initial review of the existing radio/RF infrastructure. The purpose of this audit will be to verify reachability to various sites, particularly those in outlying areas, review RSSI/SNR signals at access points, and determine any requirements for store and forward nodes. The initial system audit is critical to ensure a successful and streamlined system replacement.

BCI will collect site locations from the City to create a Google map of all Clermont's locations for route planning and deployment of the Orbit network.

PHASE TWO – Configuration and Bench Testing

BCI Technologies will setup the Master Stations and Remote radios to perform bench testing of radio configurations and verify proper functionality prior to installation. Configuration data will be saved and provided to the City for future radio installations.

PHASE THREE – Radio Replacement

BCI Technologies will provide four (4) technicians for an initial two day period to perform the removal and replacement of the existing obsolete radios and begin migration of the network to the new GE Orbit platform. As each radio is brought online, communication will be verified until all sites are converted. All legacy hardware will be returned to the City of Clermont.

PHASE FOUR – Training

BCI will provide a trainer for two 8-hour days to provide instruction on configuration and troubleshooting of the Orbit remote radios and the Master Stations. Lunch will be provided. Maximum of 8 students per class.

Cost of Radio Replacement Services: \$52,780.00
(Pricing includes travel time and mileage expenses.)

NOTE: This proposal does not include any hardware items related to existing infrastructure such as filters, antennas, jumpers, grounding protection, etc. Existing RF infrastructure is assumed to be in good working condition. The Orbit radios operate in the same frequency range as the existing equipment, and should not require replacement of antennas or cables. BCI does not provide tower or antenna installation services.

Please see our Terms and Conditions for information regarding payments, change orders, taxes and material. We look forward to working with you on this project. Please feel free to call or email if you have any questions.

Total price for entire project: \$177,530.00

Pricing is valid for 30 days from the date of this proposal. Thank you for the opportunity to provide you with this proposal, and please feel free to call me at any time if you have any questions or require additional information.

Sincerely,

Michael J. Taylor
BCI Technologies
mike.taylor@bcitech.com
407.847.8848 ext. 210



AGENDA ITEM

Meeting Date		
Tuesday, January 14, 2020		
Agenda Item Name		
Utility Service Agreement		
Requested Action		
Recommend approval of the Utility Service Agreement.		
Staff Report		
The property owner is requesting water services for a new single-family residential home located on a 4.89 acre +/- vacant parcel located at 15600 Johns Lake Road. The owner will permit and construct the single family home in Lake County but would like to hook up to City water services. The estimated water consumption is 370 gallons per day. A septic tank will be installed; sewer services are not required for the residence. Staff has verified that the City can provide water services to the residential home.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	McLemore SFR Water Utility Agreement	McLemore SFR Water.doc
2.	Utility Service Agreement-Residential Lot on Johns Lake Road	Utility Service Agreement-Residential Lot on Johns Lake Road.pdf

UTILITY SERVICE AGREEMENT - WATER

This document constitutes an agreement between the City of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and McLemore Properties Division, LLC, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a new single family residential home which is located on 5.0+/- acres at 15600 Johns Lake Road on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the incorporated area of Lake County and the OWNER is requesting water service from the CITY; and

Whereas, as a condition of CITY providing said water service to the Property, OWNER is to extend water lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the site; and

Whereas, the CITY may, at the sole option of the CITY, elect to oversize the water lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if the CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The existing utilities shall stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.9 The project shall provide access easements to the City of Clermont to access the water meter for the site. The City of Clermont will charge water fees based on the water meter readings.
- 1.10 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.11 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for an approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.12 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water lines and appurtenances, both on site and off site, required to serve the Property.
- 1.13 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.

Section 2. DEVELOPMENT STANDARDS

- 2.1 Any other water service development items to the site that have not been addressed must be completed in accordance with City of Clermont standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 The use shall be limited to a single family residential structure with typical water use.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, at its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A" and shall be accompanied, at OWNER's expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

The OWNER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the OWNER shall connect to City's sewer system when a sewer connection is available as determined by City.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

McLemore Properties Division LLC
13850 Ballantyne Corporate Place
Suite 500
Charlotte, NC 28277

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE AND TERM

This agreement shall take effect as of the latest date either party executes this agreement and shall expire on the fifth anniversary thereof unless extended by a subsequent agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates listed below. CITY through its City Manager, authorized to execute same by City Council action.

DATED this 14th day of January, 2020.

CITY OF CLERMONT

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

OWNER:

McLemore Properties Division LLC

Signature

Print Name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public _____

SEAL:

Type/print name _____

EXHIBIT "A"
PROPERTY DESCRIPTION

Owner:

McLemore Properties Division LLC
13850 Ballantyne Corporate Place
Suite 500
Charlotte, NC 28277

Description:

The West ½ of Tract 51 being in Section 34, Township 22 South, Range 26 East, Postal Colony Company, according to the map or plat thereof as recorded in Plat Book 9, Page 65, Public Records of Lake County, Florida

Containing 5.0 acres more or less.

Lake County Alternate Key Numbers:

1115264

EXHIBIT “B”

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **14th day of January, 2020**, between McLemore Properties Division, LLC, property owner in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor’s property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors’ heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor’s heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit “A”

GRANTER, agrees on his/hers/theirs/its own behalf and that of Grantors’ heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the GRANTER shall connect to City's sewer system when a sewer connection is available as determined by City.

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF,
GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.
PROPERTY OWNER(S): WITNESSES (Two required):

McLemore Properties Division LLC

Witnesses

By: _____
Signature

Type or print name

1. _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____,
20____, by _____, who is personally known to
me or who has produced _____ as identification and who
did not take an oath.

Notary Public _____

SEAL:

Type/print name _____

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney,
City of Clermont, Florida 34712



CITY OF CLERMONT

UTILITY SERVICE AGREEMENT ~ APPLICATION

For Utilities Outside of Municipal Boundaries &
Determination of Capacity

APPLICANT: MCLEMORE PROPERTIES DIVISION LLC Date: Dec 3, 2019

CONTACT PERSON: GREG

Address: PO BOX 38428

City: CHARLOTTE State: NC Zip: 28278

Phone: 321-512-1949 Fax: _____

E-Mail: gregm@mclemoreproperties.com

OWNER: MCLEMORE PROPERTIES DIVISION LLC

Address: 13850 Ballantyne Corporate Place

City: CHARLOTTE State: NC Zip: 28277

Phone: 704-912-1949 Fax: _____

E-Mail: gregm@mclemoreproperties.com

PARTY RESPONSIBLE FOR AGREEMENT: MCLEMORE PROPERTIES DIVISION LLC

Address of the subject property: 15600 JOHNS LAKE RD. CLERMONT, FL 34711

General Location of the Property: DOWN JOHNS LAKE RD IN CLERMONT OFF OF HWY 27
(Include Location Map)

Area of the property: 4.89 acres

Zoning: AR County Future Land Use _____
*Attach development orders, ordinances and staff reports by Lake County and the
Florida Dept. of Economic Opportunity (DEO).*

Estimated Water Consumption is 370 Gallons per day.
(excluding irrigation)

Estimated Sewer Consumption is _____ Gallons per day.
Detailed description of project: *(or attach)*

Estimated Re-Use (Gray Water) Water Consumption is _____ Gallons per day.

Notes: NO SEWAGE REQUIRED

Items required for submittal include one (1) copy of the following items:

- ☒ Signed original application and materials required for processing.
- ☐ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept. Phone: (352) 241-0178
- ☒ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser - record card
- ☒ Location map
- ☐ Any applications currently on file with Lake County
- ☐ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of utility services requested

MCLEMORE PROPERTIES DIVISION LLC

Applicant Name (print)

X  Mgr
Applicant Name (signature)

MCLEMORE PROPERTIES DIVISION LLC

Owner Name (print)

X  Mgr
Owner Name (signature)

**Prior to submitting an application, a meeting with
the City of Clermont is required**

To schedule a meeting please contact:

- **James Hitt, CRA & Mobility Director**
Phone: 352-241-7305
Email: jhitt@clermontfl.org

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

City of Clermont
Development Services Department
685 W. Montrose St.
Clermont, FL. 34711
(352) 241-7305 Fax: (352) 394-3542

ALT KEY 1115264

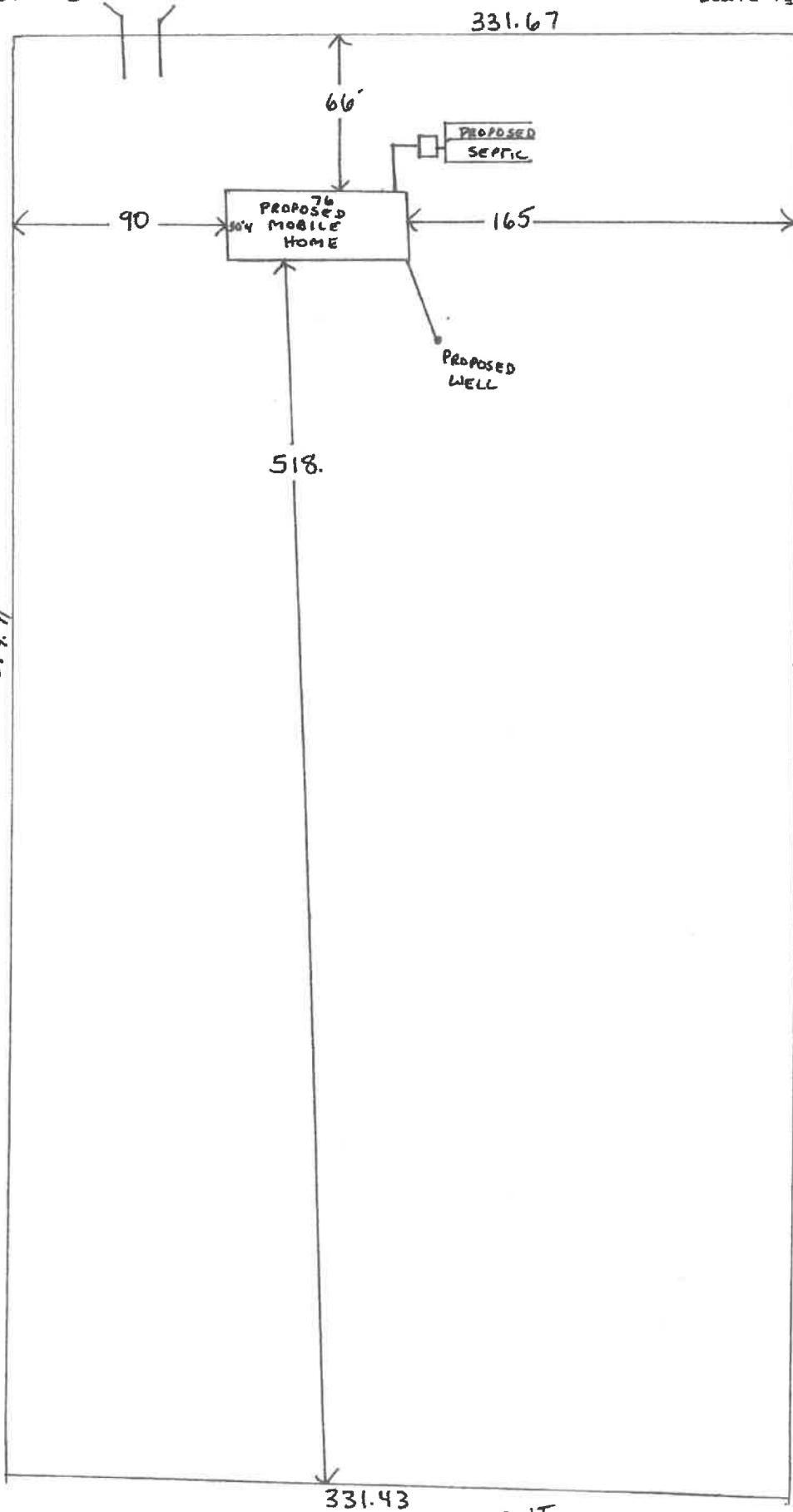
Mc Lemoire

John's Lake Rd

Scale 1" = 50'

VACANT

614.11



VACANT

PROPERTY RECORD CARD

General Information

Owner Name: LOPEZ ANIBAL & MIRIAM **Alternate Key:** 1115264
Mailing Address: 7727 TWIN PINES CT ORLANDO, FL 32819 **Parcel Number:** 24-23-25-0900-051-00001
[Update Mailing Address](#) **Millage Group and City:** 0003 (UNINCORPORATED)
Total Certified Millage Rate: 14.4238
Trash/Recycling /Water/Info: [My Public Services Map](#) ▼
Property Location: 15630 JOHNS LAKE RD CLERMONT FL 34711 **Property Name:** [Submit Property Name](#) ▼
[Update Property Location](#) **School Information:** [School Locator & Bus Stop Map](#) ▼
[School Boundary Maps](#) ▼
Property Description: POSTAL COLONY 34-22-26 W 1/2 OF TRACT 51 PB 9 PG 65 | ORB 1162 PG 2087 |

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		5	AC	\$0.00	\$150,000.00

[Click here for Zoning Info](#) ▼

[FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

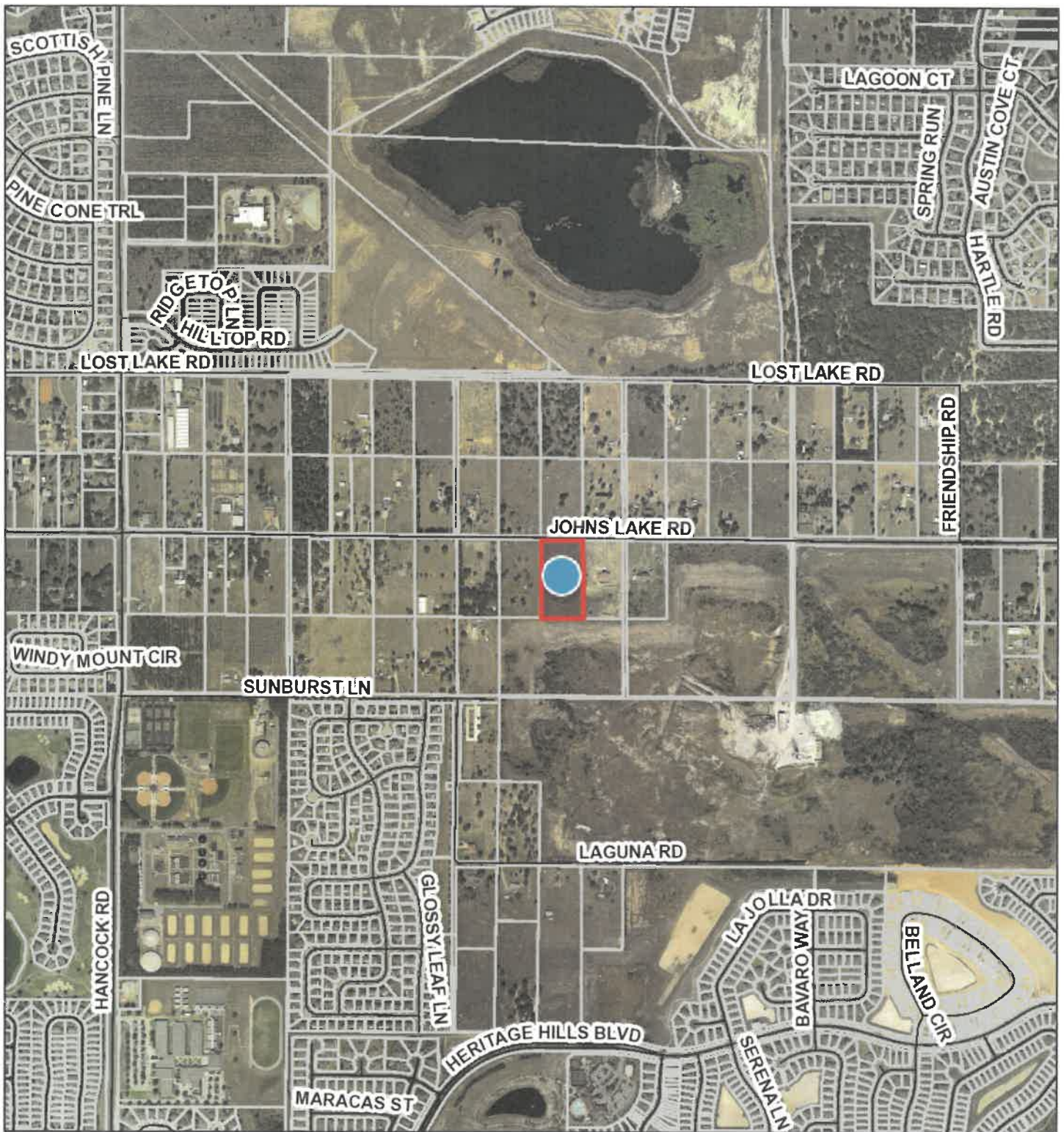
Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
<u>1162 / 2087</u>	4/1/1992	Warranty Deed	Unqualified	Vacant	\$40,000.00
<u>848 / 1310</u>	6/1/1985	Warranty Deed	Qualified	Vacant	\$24,000.00
<u>839 / 1240</u>	5/1/1985	Personal Rep Deed	Multi-Parcel	Vacant	\$2.00
<u>714 / 159</u>	11/1/1980	Warranty Deed	Unqualified	Vacant	\$32,500.00

[Click here to search for mortgages, liens, and other legal documents.](#) ▼

Values and Estimated Ad Valorem Taxes

Values shown are 2019 WORKING VALUES subject to change until certified.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.



December 18, 2019

1:13,319

pointLayer

 Override 1

polygonLayer

 Override 1

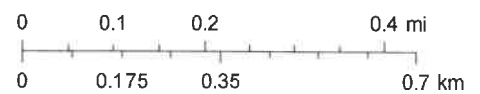
 County Boundary

Street Names

 Local Streets

 Tax Parcels

 Surrounding Counties



Lake BCC



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2020		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Recommend approval of the Clermont Downtown Partnership to host their annual "Downtown Clermont Home and Vintage Show".		
Staff Report		
The Clermont Downtown Partnership is requesting road closures on Saturday, February 22, 2020 at 8:00 a.m. through 5:00 p.m. which would include time for setup and take down for the event. Road Closure requests are to include: -Montrose Street at Lake Avenue -Montrose Street at the previous police station driveway/entrance -8th Street at Montrose Street -8th Street at Minneola Ave -7th Street at Montrose Street -7th Street at Desoto Street The Clermont Downtown Partnership has agreed to comply with all personnel requirements from the City of Clermont.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2-22-20Home and Vintage Show	2-22-20Home and Vintage Show.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 11/6/19
Name of Event Downtown Clermont Home & Vintage Show
Date(s) of Event 2/22/20 Estimated Attendance: 3000
Event Start Time: 10:00 am Event End Time: 3:00 pm
Before Event Setup Time: 8:00 am After Event Cleanup Time: 5:00 pm
Name of Organization/Applicant Clermont Downtown Partnership

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 # 501 C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 59-3749760

Event Contact Sandy Farnsworth Email Sandy Fcdp@gmail.com

Day Phone 352-617-8788 Cell Phone 352-617-8788

Address Po Box 120734 City Clermont State FL Zip 34712

Secondary Contact Erika Shanoff Phone # 908-670-2305

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

No

Briefly Describe Event: 100+ Vendors with home, vintage, crafts & decor. Food trucks, music, kid zone.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☒ D ☒ Map 2 ☒ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: road closure signs
trash dumpster

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* 10 X 10

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No

Describe the need: 110 Vendors

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

Rock Climbing Wall

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:

DJ

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.

Is another promoter/producer assisting with your event?

☐ Yes

☒ No

Is this event Public or Private?

☐ Private

☒ Public

Realtor size signs day of event

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.

Sandy Farnsworth *Event Manager*
Applicant's Signature Title
Sandy Farnsworth *11/6/19*
Printed Name Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

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.

CDP

Home + Vintage Show

2/22/20

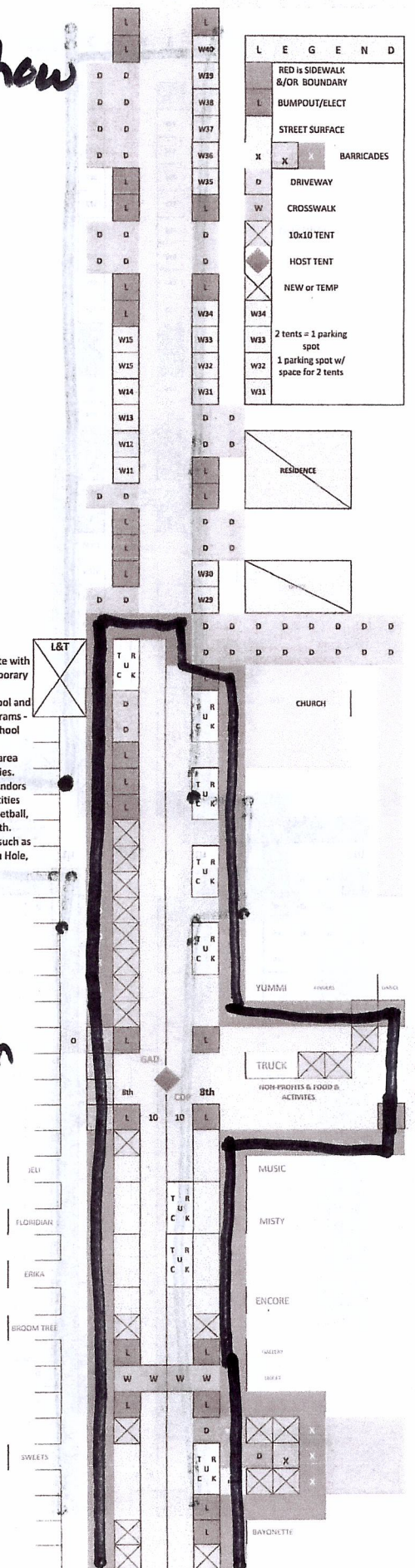
WEST AVE.

WEST AVE.

THE WEST END
Populate from to Livi & Tate with
Food Trucks and / or Temporary
Food Vendors
Also feature area High School and
Middle School music programs -
rotating to a different school
each month.
Invite fundraisers from area
schools and other entities.
When this occurs, food vendors
would be from those entities
such as Little League, Basketball,
Choir, Band and so forth.
Host competitions/games such as
Free Throw shooting, Corn Hole,



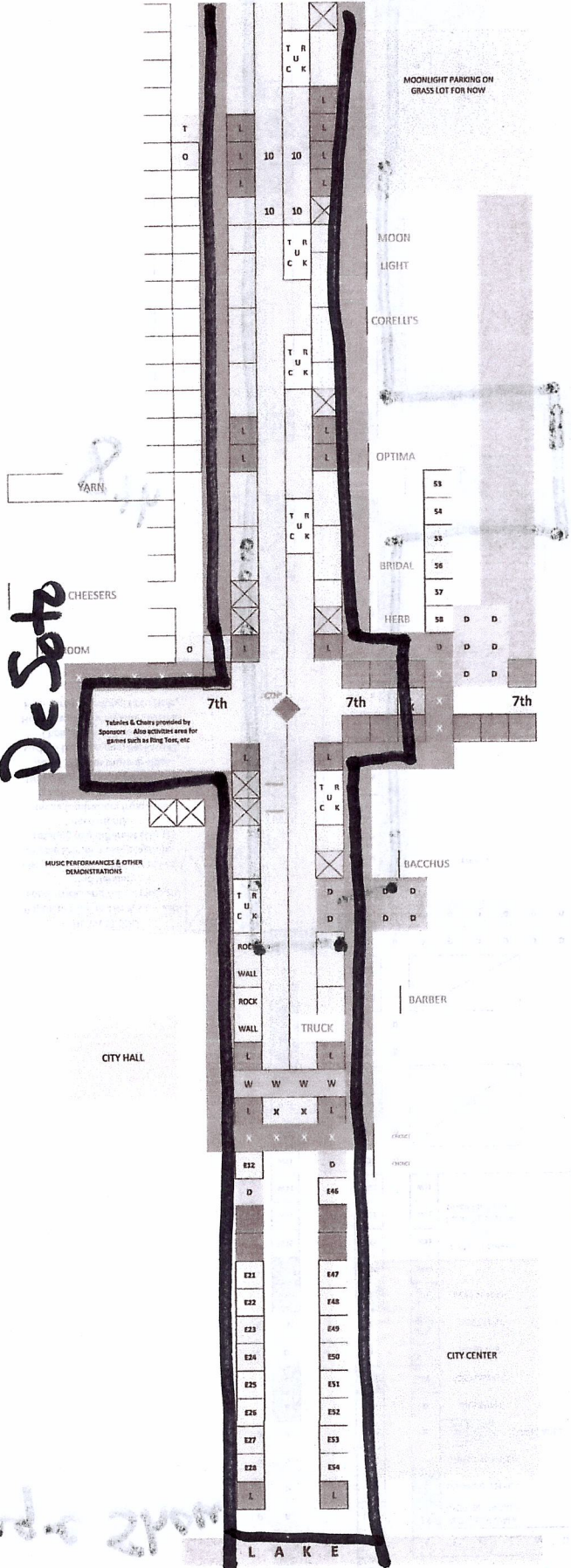
8th



L E G E N D			
[Red line]	RED SIDEWALK 8/OR BOUNDARY		
[L]	BUMPOUT/ELECT		
STREET SURFACE			
[X]	BARRICADES		
[D]	DRIVEWAY		
[W]	CROSSWALK		
[X]	10x10 TENT		
[X]	HOST TENT		
[X]	NEW or TEMP		
[W34]	2 tents = 1 parking spot		
[W33]	1 parking spot w/ space for 2 tents		
[W32]			
[W31]			

DeSoto

5/33/00
1/1/00 + 1/1/00 2/00
GDB



Lake



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2020		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Consider allowing the Clermont Downtown Partnership's request to host weekly Farmer's Market with road closures for 12 months.		
Staff Report		
The Clermont Downtown Partnership is requesting to host their weekly Farmer's Market every Sunday (except Easter) for 12 months starting on February 2, 2020 from 9:00 AM - 2:00 PM in Downtown Clermont. The organization is requesting to close off roads starting at 6:00AM until 4:00PM at the following intersections: -Montrose Street at Lake Avenue -8th Street and Montrose Street -8th Street and Minneola Avenue -7th Street and Desoto -7th Street and Montrose Street		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2020 Farmers Market 2020 Farmers Market.pdf		



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 11/6/19
Name of Event Downtown Clermont Farmers Market
Date(s) of Event every Sunday 2020 Estimated Attendance: 1000
Event Start Time: 9 am Event End Time: 2 pm
Before Event Setup Time: 6 am After Event Cleanup Time: 4 pm
Name of Organization/Applicant Clermont Downtown Partnerships

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 # 501C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 59-374-9760

Event Contact Sandy Farnsworth Email Sandyfcdp@gmail.com

Day Phone 352-617-8788 Cell Phone 352-617-8788

Address PO Box 120734 City Clermont State FL Zip 34712

Secondary Contact Erika Shanoff Phone # 908-670-2305

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

NO

Briefly Describe Event: 40-80 vendors produce, seafood, Bakery, Honey, crafters, Entertainment, and Food trucks

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☒ D ☒ Map 2 ☒ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

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* 10 x 10

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No

Describe the need: 110 Vendors

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

Insurance may be required by provider

Special occasions
Animals
occasional pigs or rabbits for sale

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: Solo performers

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.

Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Is this event Public or Private? ☐ Private ☒ Public

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.

Andy Farnsworth Event Manager
Applicant's Signature agent for CDP Title
Sandy Farnsworth 11/6/19
Printed Name Date

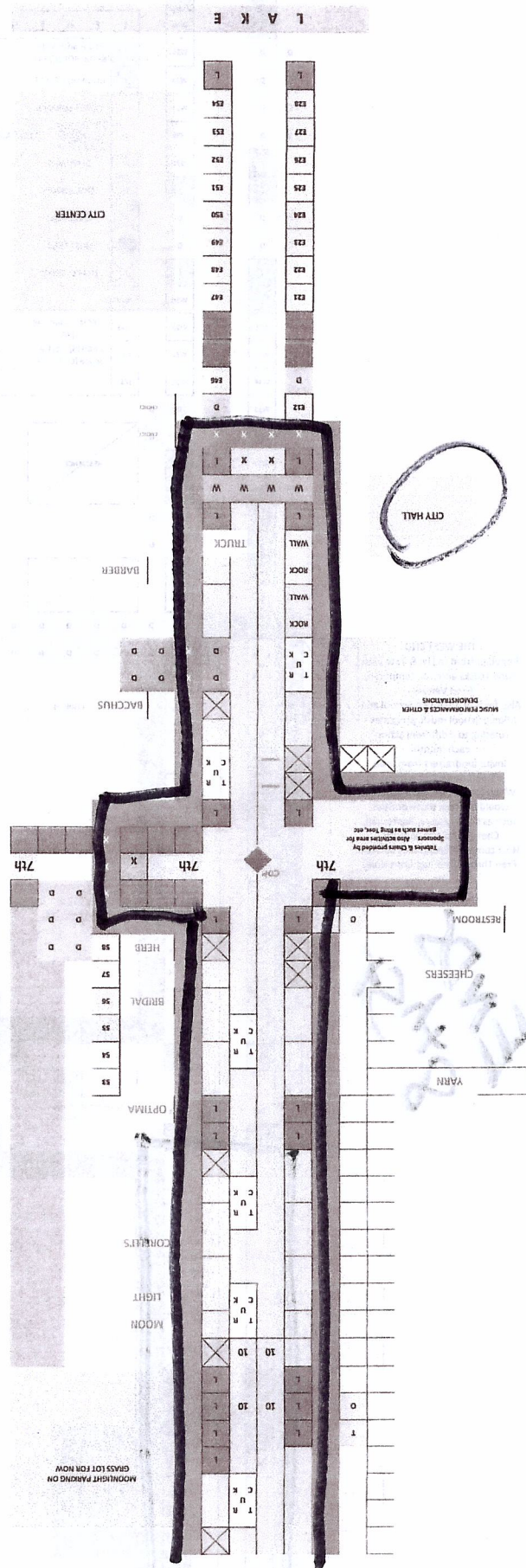
*****FOR CITY DEPARTMENT REVIEW ONLY*****

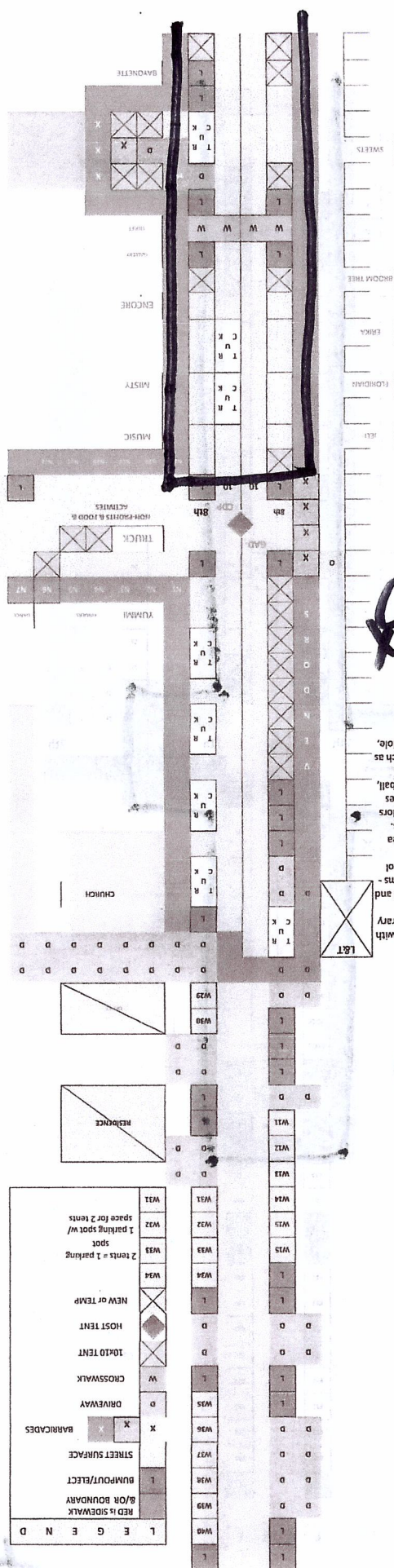
Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

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.

2020
CDP





END OF STAY

Populate from to Liv & Tate with
Food Trucks and / or Temporary
Food Vendors
Also feature area High School and
Middle School music programs -
rotating to a different school
each month.
Invite fundraisers from area
schools and other entities.
When this occurs, food vendors
would be from those entities
such as Little League, Basketball,
Choir, Band and so forth.
Host competitions/games such as
Free Throw shooting, Corn Hole,
etc

1	RED SIDEWALK	1	DRIVEWAY	1	STREET SURFACE	1	BARBICADES	1	DRIVEWAY	1	CROSSWALK	1	10x10 TENT	1	HOST TENT	1	NEW or TEMP	1	2 tents = 1 parking spot	1	1 parking spot w/ space for 2 tents	1	W11
2	RED SIDEWALK	2	DRIVEWAY	2	STREET SURFACE	2	BARBICADES	2	DRIVEWAY	2	CROSSWALK	2	10x10 TENT	2	HOST TENT	2	NEW or TEMP	2	2 tents = 1 parking spot	2	1 parking spot w/ space for 2 tents	2	W12
3	RED SIDEWALK	3	DRIVEWAY	3	STREET SURFACE	3	BARBICADES	3	DRIVEWAY	3	CROSSWALK	3	10x10 TENT	3	HOST TENT	3	NEW or TEMP	3	2 tents = 1 parking spot	3	1 parking spot w/ space for 2 tents	3	W13
4	RED SIDEWALK	4	DRIVEWAY	4	STREET SURFACE	4	BARBICADES	4	DRIVEWAY	4	CROSSWALK	4	10x10 TENT	4	HOST TENT	4	NEW or TEMP	4	2 tents = 1 parking spot	4	1 parking spot w/ space for 2 tents	4	W14
5	RED SIDEWALK	5	DRIVEWAY	5	STREET SURFACE	5	BARBICADES	5	DRIVEWAY	5	CROSSWALK	5	10x10 TENT	5	HOST TENT	5	NEW or TEMP	5	2 tents = 1 parking spot	5	1 parking spot w/ space for 2 tents	5	W15
6	RED SIDEWALK	6	DRIVEWAY	6	STREET SURFACE	6	BARBICADES	6	DRIVEWAY	6	CROSSWALK	6	10x10 TENT	6	HOST TENT	6	NEW or TEMP	6	2 tents = 1 parking spot	6	1 parking spot w/ space for 2 tents	6	W16
7	RED SIDEWALK	7	DRIVEWAY	7	STREET SURFACE	7	BARBICADES	7	DRIVEWAY	7	CROSSWALK	7	10x10 TENT	7	HOST TENT	7	NEW or TEMP	7	2 tents = 1 parking spot	7	1 parking spot w/ space for 2 tents	7	W17
8	RED SIDEWALK	8	DRIVEWAY	8	STREET SURFACE	8	BARBICADES	8	DRIVEWAY	8	CROSSWALK	8	10x10 TENT	8	HOST TENT	8	NEW or TEMP	8	2 tents = 1 parking spot	8	1 parking spot w/ space for 2 tents	8	W18
9	RED SIDEWALK	9	DRIVEWAY	9	STREET SURFACE	9	BARBICADES	9	DRIVEWAY	9	CROSSWALK	9	10x10 TENT	9	HOST TENT	9	NEW or TEMP	9	2 tents = 1 parking spot	9	1 parking spot w/ space for 2 tents	9	W19
10	RED SIDEWALK	10	DRIVEWAY	10	STREET SURFACE	10	BARBICADES	10	DRIVEWAY	10	CROSSWALK	10	10x10 TENT	10	HOST TENT	10	NEW or TEMP	10	2 tents = 1 parking spot	10	1 parking spot w/ space for 2 tents	10	W20
11	RED SIDEWALK	11	DRIVEWAY	11	STREET SURFACE	11	BARBICADES	11	DRIVEWAY	11	CROSSWALK	11	10x10 TENT	11	HOST TENT	11	NEW or TEMP	11	2 tents = 1 parking spot	11	1 parking spot w/ space for 2 tents	11	W21
12	RED SIDEWALK	12	DRIVEWAY	12	STREET SURFACE	12	BARBICADES	12	DRIVEWAY	12	CROSSWALK	12	10x10 TENT	12	HOST TENT	12	NEW or TEMP	12	2 tents = 1 parking spot	12	1 parking spot w/ space for 2 tents	12	W22
13	RED SIDEWALK	13	DRIVEWAY	13	STREET SURFACE	13	BARBICADES	13	DRIVEWAY	13	CROSSWALK	13	10x10 TENT	13	HOST TENT	13	NEW or TEMP	13	2 tents = 1 parking spot	13	1 parking spot w/ space for 2 tents	13	W23
14	RED SIDEWALK	14	DRIVEWAY	14	STREET SURFACE	14	BARBICADES	14	DRIVEWAY	14	CROSSWALK	14	10x10 TENT	14	HOST TENT	14	NEW or TEMP	14	2 tents = 1 parking spot	14	1 parking spot w/ space for 2 tents	14	W24
15	RED SIDEWALK	15	DRIVEWAY	15	STREET SURFACE	15	BARBICADES	15	DRIVEWAY	15	CROSSWALK	15	10x10 TENT	15	HOST TENT	15	NEW or TEMP	15	2 tents = 1 parking spot	15	1 parking spot w/ space for 2 tents	15	W25
16	RED SIDEWALK	16	DRIVEWAY	16	STREET SURFACE	16	BARBICADES	16	DRIVEWAY	16	CROSSWALK	16	10x10 TENT	16	HOST TENT	16	NEW or TEMP	16	2 tents = 1 parking spot	16	1 parking spot w/ space for 2 tents	16	W26
17	RED SIDEWALK	17	DRIVEWAY	17	STREET SURFACE	17	BARBICADES	17	DRIVEWAY	17	CROSSWALK	17	10x10 TENT	17	HOST TENT	17	NEW or TEMP	17	2 tents = 1 parking spot	17	1 parking spot w/ space for 2 tents	17	W27
18	RED SIDEWALK	18	DRIVEWAY	18	STREET SURFACE	18	BARBICADES	18	DRIVEWAY	18	CROSSWALK	18	10x10 TENT	18	HOST TENT	18	NEW or TEMP	18	2 tents = 1 parking spot	18	1 parking spot w/ space for 2 tents	18	W28
19	RED SIDEWALK	19	DRIVEWAY	19	STREET SURFACE	19	BARBICADES	19	DRIVEWAY	19	CROSSWALK	19	10x10 TENT	19	HOST TENT	19	NEW or TEMP	19	2 tents = 1 parking spot	19	1 parking spot w/ space for 2 tents	19	W29
20	RED SIDEWALK	20	DRIVEWAY	20	STREET SURFACE	20	BARBICADES	20	DRIVEWAY	20	CROSSWALK	20	10x10 TENT	20	HOST TENT	20	NEW or TEMP	20	2 tents = 1 parking spot	20	1 parking spot w/ space for 2 tents	20	W30
21	RED SIDEWALK	21	DRIVEWAY	21	STREET SURFACE	21	BARBICADES	21	DRIVEWAY	21	CROSSWALK	21	10x10 TENT	21	HOST TENT	21	NEW or TEMP	21	2 tents = 1 parking spot	21	1 parking spot w/ space for 2 tents	21	W31
22	RED SIDEWALK	22	DRIVEWAY	22	STREET SURFACE	22	BARBICADES	22	DRIVEWAY	22	CROSSWALK	22	10x10 TENT	22	HOST TENT	22	NEW or TEMP	22	2 tents = 1 parking spot	22	1 parking spot w/ space for 2 tents	22	W32
23	RED SIDEWALK	23	DRIVEWAY	23	STREET SURFACE	23	BARBICADES	23	DRIVEWAY	23	CROSSWALK	23	10x10 TENT	23	HOST TENT	23	NEW or TEMP	23	2 tents = 1 parking spot	23	1 parking spot w/ space for 2 tents	23	W33
24	RED SIDEWALK	24	DRIVEWAY	24	STREET SURFACE	24	BARBICADES	24	DRIVEWAY	24	CROSSWALK	24	10x10 TENT	24	HOST TENT	24	NEW or TEMP	24	2 tents = 1 parking spot	24	1 parking spot w/ space for 2 tents	24	W34
25	RED SIDEWALK	25	DRIVEWAY	25	STREET SURFACE	25	BARBICADES	25	DRIVEWAY	25	CROSSWALK	25	10x10 TENT	25	HOST TENT	25	NEW or TEMP	25	2 tents = 1 parking spot	25	1 parking spot w/ space for 2 tents	25	W35
26	RED SIDEWALK	26	DRIVEWAY	26	STREET SURFACE	26	BARBICADES	26	DRIVEWAY	26	CROSSWALK	26	10x10 TENT	26	HOST TENT	26	NEW or TEMP	26	2 tents = 1 parking spot	26	1 parking spot w/ space for 2 tents	26	W36
27	RED SIDEWALK	27	DRIVEWAY	27	STREET SURFACE	27	BARBICADES	27	DRIVEWAY	27	CROSSWALK	27	10x10 TENT	27	HOST TENT	27	NEW or TEMP	27	2 tents = 1 parking spot	27	1 parking spot w/ space for 2 tents	27	W37
28	RED SIDEWALK	28	DRIVEWAY	28	STREET SURFACE	28	BARBICADES	28	DRIVEWAY	28	CROSSWALK	28	10x10 TENT	28	HOST TENT	28	NEW or TEMP	28	2 tents = 1 parking spot	28	1 parking spot w/ space for 2 tents	28	W38
29	RED SIDEWALK	29	DRIVEWAY	29	STREET SURFACE	29	BARBICADES	29	DRIVEWAY	29	CROSSWALK	29	10x10 TENT	29	HOST TENT	29	NEW or TEMP	29	2 tents = 1 parking spot	29	1 parking spot w/ space for 2 tents	29	W39
30	RED SIDEWALK	30	DRIVEWAY	30	STREET SURFACE	30	BARBICADES	30	DRIVEWAY	30	CROSSWALK	30	10x10 TENT	30	HOST TENT	30	NEW or TEMP	30	2 tents = 1 parking spot	30	1 parking spot w/ space for 2 tents	30	W40
31	RED SIDEWALK	31	DRIVEWAY	31	STREET SURFACE	31	BARBICADES	31	DRIVEWAY	31	CROSSWALK	31	10x10 TENT	31	HOST TENT	31	NEW or TEMP	31	2 tents = 1 parking spot	31	1 parking spot w/ space for 2 tents	31	W41
32	RED SIDEWALK	32	DRIVEWAY	32	STREET SURFACE	32	BARBICADES	32	DRIVEWAY	32	CROSSWALK	32	10x10 TENT	32	HOST TENT	32	NEW or TEMP	32	2 tents = 1 parking spot	32	1 parking spot w/ space for 2 tents	32	W42
33	RED SIDEWALK	33	DRIVEWAY	33	STREET SURFACE	33	BARBICADES	33	DRIVEWAY	33	CROSSWALK	33	10x10 TENT	33	HOST TENT	33	NEW or TEMP	33	2 tents = 1 parking spot	33	1 parking spot w/ space for 2 tents	33	W43
34	RED SIDEWALK	34	DRIVEWAY	34	STREET SURFACE	34	BARBICADES	34	DRIVEWAY	34	CROSSWALK	34	10x10 TENT	34	HOST TENT	34	NEW or TEMP	34	2 tents = 1 parking spot	34	1 parking spot w/ space for 2 tents	34	W44
35	RED SIDEWALK	35	DRIVEWAY	35	STREET SURFACE	35	BARBICADES	35	DRIVEWAY	35	CROSSWALK	35	10x10 TENT	35	HOST TENT	35	NEW or TEMP	35	2 tents = 1 parking spot	35	1 parking spot w/ space for 2 tents	35	W45
36	RED SIDEWALK	36	DRIVEWAY	36	STREET SURFACE	36	BARBICADES	36	DRIVEWAY	36	CROSSWALK	36	10x10 TENT	36	HOST TENT	36	NEW or TEMP	36	2 tents = 1 parking spot	36	1 parking spot w/ space for 2 tents	36	W46
37	RED SIDEWALK	37	DRIVEWAY	37	STREET SURFACE	37	BARBICADES	37	DRIVEWAY	37	CROSSWALK	37	10x10 TENT	37	HOST TENT	37	NEW or TEMP	37	2 tents = 1 parking spot	37	1 parking spot w/ space for 2 tents	37	W47
38	RED SIDEWALK	38	DRIVEWAY	38	STREET SURFACE	38	BARBICADES	38	DRIVEWAY	38	CROSSWALK	38	10x10 TENT	38	HOST TENT	38	NEW or TEMP	38	2 tents = 1 parking spot	38	1 parking spot w/ space for 2 tents	38	W48
39	RED SIDEWALK	39	DRIVEWAY	39	STREET SURFACE	39	BARBICADES	39	DRIVEWAY	39	CROSSWALK	39	10x10 TENT	39	HOST TENT	39	NEW or TEMP	39	2 tents = 1 parking spot	39	1 parking spot w/ space for 2 tents	39	W49
40	RED SIDEWALK	40	DRIVEWAY	40	STREET SURFACE	40	BARBICADES	40	DRIVEWAY	40	CROSSWALK	40	10x10 TENT	40	HOST TENT	40	NEW or TEMP	40	2 tents = 1 parking spot	40	1 parking spot w/ space for 2 tents	40	W50
41	RED SIDEWALK	41	DRIVEWAY	41	STREET SURFACE	41	BARBICADES	41	DRIVEWAY	41	CROSSWALK	41	10x10 TENT	41	HOST TENT	41	NEW or TEMP	41	2 tents = 1 parking spot	41	1 parking spot w/ space for 2 tents	41	W51
42	RED SIDEWALK	42	DRIVEWAY	42	STREET SURFACE	42	BARBICADES	42	DRIVEWAY	42	CROSSWALK	42	10x10 TENT	42	HOST TENT	42	NEW or TEMP	42	2 tents = 1 parking spot	42	1 parking spot w/ space for 2 tents	42	W52
43	RED SIDEWALK	43	DRIVEWAY	43	STREET SURFACE	43	BARBICADES	43	DRIVEWAY	43	CROSSWALK	43	10x10 TENT	43	HOST TENT	43	NEW or TEMP	43	2 tents = 1 parking spot	43	1 parking spot w/ space for 2 tents	43	W53
44	RED SIDEWALK	44	DRIVEWAY	44	STREET SURFACE	44	BARBICADES	44	DRIVEWAY	44	CROSSWALK	44	10x10 TENT	44	HOST TENT	44	NEW or TEMP	44	2 tents = 1 parking spot	44	1 parking spot w/ space for 2 tents	44	W54
45	RED SIDEWALK	45	DRIVEWAY	45	STREET SURFACE	45	BARBICADES	45	DRIVEWAY	45	CROSSWALK	45	10x10 TENT	45	HOST TENT	45	NEW or TEMP	45	2 tents = 1 parking spot	45	1 parking spot w/ space for 2 tents	45	W55
46	RED SIDEWALK	46	DRIVEWAY	46	STREET SURFACE	46	BARBICADES	46	DRIVEWAY	46	CROSSWALK	46	10x10 TENT	46	HOST TENT	46	NEW or TEMP	46	2 tents = 1 parking spot	46	1 parking spot w/ space for 2 tents	46	W56
47	RED SIDEWALK	47	DRIVEWAY	47	STREET SURFACE	47	BARBICADES	47	DRIVEWAY	47	CROSSWALK	47	10x10 TENT	47	HOST TENT	47	NEW or TEMP	47	2 tents = 1 parking spot	47	1 parking spot w/ space for 2 tents	47	W57
48	RED SIDEWALK	48	DRIVEWAY	48	STREET SURFACE	48	BARBICADES	48	DRIVEWAY	48	CROSSWALK	48	10x10 TENT	48	HOST TENT	48	NEW or TEMP	48	2 tents = 1 parking spot	48	1 parking spot w/ space for 2 tents	48	W58
49	RED SIDEWALK	49	DRIVEWAY	49	STREET SURFACE	49	BARBICADES	49	DRIVEWAY	49	CROSSWALK	49	10x10 TENT	49	HOST TENT	49	NEW or TEMP	49	2 tents = 1 parking spot	49	1 parking spot w/ space for 2 tents	49	W59
50	RED SIDEWALK	50	DRIVEWAY	50	STREET SURFACE	50	BARBICADES	50	DRIVEWAY	50	CROSSWALK	50	10x10 TENT	50	HOST TENT	50	NEW or TEMP	50	2 tents = 1 parking spot	50	1 parking spot w/ space for 2 tents	50	W60

CDU
5050

WEST AVE. WEST AVE.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2020		
Agenda Item Name		
Event, Open Container and Road Closure Request		
Requested Action		
Recommend to approve the event, road closures and open containers for Celtic Fest.		
Staff Report		
The Tenants of 790 West (Suncreek Brewery, Michael's Ali Coal Fired Pizza and Savoree) have requested Minneola Avenue between 7th and 8th street to be closed beginning 7am on Saturday, March 21, 2020 thru 11:45pm on Sunday, March 22, 2020 to host the Celtic Fest event. The event will run Saturday 11:30am to 10pm and Sunday 11:30am - 8pm. They have also requested open containers within the designated street closure area. The event organizer must comply with all safety requirements from the Clermont Police and Fire Departments, and will dispense alcohol from their licensed establishment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Special Events Application Celtic Fest	Special Events Application Celtic Fest.pdf	
2. Celtic Fest Map	Celtic Fest Map.pdf	



SPECIAL EVENT PERMIT APPLICATION

APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 30-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees 14-days prior to the event.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

Applicants

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.

South Lake Trail

It is prohibited to drive on the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.

FOOD SERVICE REQUIREMENTS

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.
- No glass containers are allowed.
- Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.
- Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.
- Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- Valid liquor license
- Valid liquor liability insurance
- Customer identification method for alcohol distribution
- City of Clermont alcohol application
- For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification may be required by Applicants to the residents and businesses being affected by the event. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted at time of application submission.

PERMITS AND LICENSES

A final Special Event Permit will be issued upon completion of the Special Event Application process. All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

CANCELLATION

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit.

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.

DOCUMENTS TO BE INCLUDED WITH SIGNED/COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator.

- ☒ 1. Completed Application
- ☒ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - (if applicable)
- ☐ 6. Sign Requirements - (if applicable)
- ☐ 7. Road Closure locations - (if applicable)
- ☐ 8. Race Course Map - (if applicable) which includes water stations, turnaround points, turn by turn instructions
- ☒ 9. Site Plan

The Following Items Must be Noted on Your Site Plan

Maximum Size of 8 ½" X 11" including the following information:

✓	N/A	
☒	☐	Location of food vendor area(s)
☒	☐	Canopy/Tent Locations w/ sizes
☐	☒	Fuel storage/dispensing areas
☐	☒	Emergency Access Route for EMS & Fire
☐	☒	Location of vendor booths & games
☐	☒	Residential trailers for crews (carnivals)
☐	☒	Location of fire extinguishers and other safety equipment
☐	☒	Location of fire extinguishers & other required life safety equipment
☒	☐	Description of sound amplification facilities or equipment to be utilized
☐	☒	Location and description of Attention Getting Devices (Balloons, etc.)
☒	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☒	Rides with descriptions
☐	☐	Identify any fences/gates around event
☒	☐	Stage locations
☒	☒	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☒	City facilities or equipment to be utilized
☐	☒	Location and description of banners or signage (not permitted in ROW)
☒	☐	Location of portable restrooms



MAP 1

DOWNTOWN CLERMONT



MAP 2



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 12/21/2019
Name of Event Celtic Fest
Date(s) of Event 03/21/2019 - 03/22/2019 Estimated Attendance: 500-750
Event Start Time: 11:30 AM Event End Time: 10 PM(Sat) 8PM(SUN)
Before Event Setup Time: 7 AM After Event Cleanup Time: 12 AM
Name of Organization/Applicant Suncreek Brewery & Michael's Ali Coal Fired Pizza

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 # 81-1334584

Event Contact William Downs Email bill@suncreekbrewery.com

Day Phone 352-636-9089 Cell Phone 352-636-9089

Address 790 W. Minneola Ave City Clermont State FL Zip 34711

Secondary Contact Michael Scorsone Phone # 407-234-5508

Briefly Describe Event: Celtic Festival with on-street food vendors and entertainment.

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: West Minneola St between 7th and 8th streets

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* 20 x 30

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☐ Yes ☒ No Describe the need: _____

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: 20 x 15 stage on Minneola.

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.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Celtic Fest
 DATE OF EVENT: 03/21/2019 - 03/22/2019
 EVENT CONTACT: William Downs
 REFUND MAILING ADDRESS: 790 W. Minneola Ave Unit 3
 Street Address
 Clermont FL 34711
 City ST Zip
 CELL PHONE: 352-636-9089

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	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
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	\$43	\$43	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				

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.

William Downs Digitally signed by William Downs
Date: 2019.04.22 12:07:32 -04'00'

Applicant's Signature

William Downs Jr.

Printed Name

Owner / Manager

Title

12/21/2019

Date

*****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.

1 Port - a - Potties 1 standard / 1 ADA

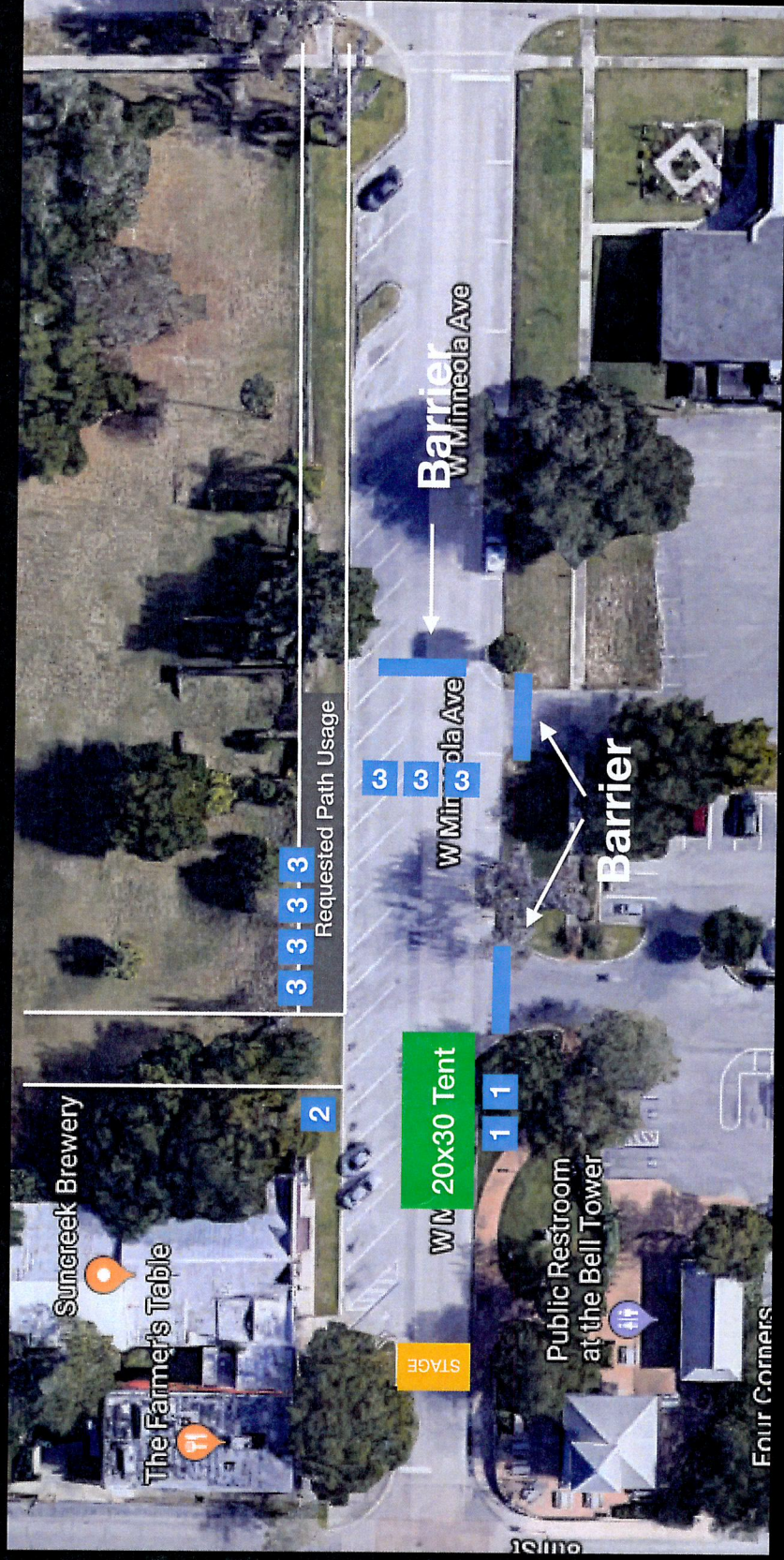
2 Beer Serving 10x10 Tent

3 Invited Vendors

Stage 16x10 portable stage w/tent

Requested Path Usage

If not permitted, please ignore





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2020		
Agenda Item Name		
Resolution No. 2020-05R		
Requested Action		
Request to approve a new City of Clermont CM 401(a) Defined Contribution Employee Retirement Plan Document, Adoption Agreement, and Plan Services 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 and 457(b) Deferred Compensation Employee Retirement Plan. In accordance with Voya's and the city's Investment Consultant's recommendation, a new and separate 401(a) Defined Contribution plan is being set up specifically for the city manager employer contribution (10% per contract). 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 creation of this new plan.		
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. City of Clermont CM 401 Summary Plan Description	City of Clermont CM 401 Summary Plan Description.doc	
2. Adoption Agreement - CM 401a SIGNED 12 20 19	Adoption Agreement - CM 401a SIGNED 12 20 19.pdf	
3. City of Clermont CM 401 Plan Document	City of Clermont CM 401 Plan Document.pdf	
4. Plan Services Agreement SIGNED 12 18 19	Plan Services Agreement SIGNED 12 18 19.pdf	
5. 2020-05R - CM 401a Plan Documents FINAL	2020-05R - CM 401a Plan Documents FINAL.doc	

CM 401(A) PLAN

SUMMARY OF PLAN PROVISIONS

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CM 401(A) PLAN

SUMMARY OF PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

CM 401(a) 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:

- All Employees are excluded except the City Manager

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.

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

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 and certain IRAs. 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 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 may be made to the Plan.

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

Nonelective contribution. Each year, your Employer may make a discretionary nonelective contribution to the Plan. Your share of any nonelective contribution is determined by the following fraction:

$$\text{Contribution} \quad \times \quad \frac{\text{Your Compensation}}{\text{Total Compensation of All Participants Eligible to Share}}$$

For example: Suppose the nonelective contribution for the Plan Year is \$20,000. Employee A's compensation for the Plan Year is \$25,000. The total compensation of all participants eligible to share, including Employee A, is \$250,000. Employee A's share will be:

$$\$20,000 \quad \times \quad \frac{\$25,000}{\$250,000} \quad \text{or} \quad \$2,000$$

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

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.
- 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:

- nonelective contributions
- rollover contributions

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 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 be entitled to your vested account balance under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your vested account balance does not exceed \$1,000, then a distribution of your vested 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.

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 continue to be 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 CM 401(a) Plan.

Plan Effective Dates

The provisions of the Plan become effective on January 1st, 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

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: All Employees are excluded except the City Manager (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
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

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: _____ (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. ☐ _____% 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. - c.; 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. HARSHIP 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: Vova Retirement Insurance and Annuity Company

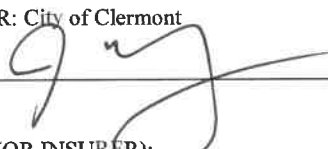
Address: One Orange Way

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: 

12/20/19

DATE SIGNED

TRUSTEE (OR INSURER):

[X] 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)

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).

Governmental 401(a) Plan

- 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

CM 401(A) 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.

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.

Plan Services Agreement

THIS AGREEMENT (the "Agreement") is entered into effective as of the date signed by the Employer, by and between Voya Retirement Insurance and Annuity Company, a corporation organized under the State of Connecticut, and its affiliated entities, agents or its subcontractors (collectively the "Service Provider" or "Voya") and City of Clermont ("Employer", "Plan Sponsor" or "Client"), (collectively, the "Parties.") The Plan Sponsor or Client is referenced herein as "You" and "Your." Client has agreed to enter into a relationship with Voya under which Voya will provide certain services to the Participants, beneficiaries and alternate payees (collectively, the "Participants") under the Plan(s) sponsored by Client and listed below (the "Plan"). These services will apply to all Plans unless You indicate otherwise in this Agreement.

Plan Type(s)/Names (Required)

- ☐ 403(b) Plan Name _____
- ☒ 401(a) Plan Name CM 401A
- ☐ 401(k)¹ Plan Name _____
- ☐ 457(b) Plan Name _____

¹ If this is a governmental 401(k) Plan, the Employer understands and acknowledges that the Plan must have been in existence on May 6, 1986.

PLAN SERVICES AGREEMENT – SERVICE PROFILE



PLAN CONTACT INFORMATION

Plan Sponsor/Trustee

Name Joe Van Zile
Title Finance Director E-mail jvanzile@clermontfl.org
Phone (352) 241-7368 Fax (352) 394-4082

Plan Sponsor/Trustee

Name Pamela Brosonski
Title Assistant Finance Director E-mail pbrosonski@clermontfl.org
Phone (352) 241-7365 Fax (352) 394-4082

Plan Sponsor/Trustee

Name Susan Dauderis
Title Human Resources Director E-mail sdauderis@clermontfl.org
Phone (352) 241-7380 Fax (352) 394-2394

Authorized Plan Sponsor Representative *(Primary HR contact that will be given access to Voya's Plan Sponsor Website.)*

Name Nadine Ohlinger
Title ~~Risk and Benefits Manager~~ Assistant HR Director E-mail nohlinger@clermontfl.org
Phone (352) 241-7380 Fax (352) 394-4082

Internal Payroll Contact

Name Marsha Pridgeon
Title Payroll Specialist E-mail mpridgeon@clermontfl.org
Phone (352) 241-7383 Extension _____ Fax (352) 394-4082

If You have not completed the Voya Application for Group Annuity, please complete the following information. If the Voya Application for Group Annuity is submitted, the information in this section will be disregarded.

Address _____

City _____ State _____ ZIP _____

Employer TIN _____

Type of Entity

Tax-Exempt Employer 501(c)(3)

Organization (IRS tax exempt status letter required to be submitted for organization formed after 10/9/69)

- ☐ Healthcare
☐ Education
☐ Church
☐ Other Not-for-Profit

Governmental Organization

- ☐ State, local, county, municipality
☐ Healthcare
☐ Public School:
☐ K-12
☐ Higher Education

	403(b)	401(a)	401(k)	457(b)
Check if Your Plan(s) are NOT subject to ERISA	☐	☒	☐	Always Non-ERISA

PLAN INFORMATION (Please read the attached "Description of Services" and check all that apply to Your Plan(s).)

- ☐ This Plan replaces an existing Voya Plan. If checked, please provide Plan number. _____
- ☐ This Plan is related to an existing Voya Plan. If checked, please provide Plan number. _____
- ☐ Link Plans on the Plan Sponsor/Trustee Website
- ☐ Yes there is common ownership?

Third Party Provider

- ☐ 403(b) ☐ 401(a) ☐ 401(k) ☐ 457(b)

By completing this section You are electing to have the services identified below provided by:

(enter name of service provider)

Voya is authorized to share with this service provider the Plan information that they request in writing.

- ☐ Plan Document
- ☐ Testing Services, please identify applicable tests _____
- ☐ 5500

Master Aggregator Service

Provided by _____ (If Planwithease.com® is the provider, a separate agreement is required.)

Indicate Plans ☐ 403(b) ☐ 401(a) ☐ 401(k) ☐ 457(b)

Online distribution services are not available for Plans using a Master Aggregator Service for in-service withdrawals/hardship withdrawals/termination distributions.

PLAN INFORMATION (Continued)

Deferral Method: (If You elect the Dollar Amount or Both option, Your Plan(s) must allow for deferrals up to the maximum IRS limits. **The Percent option is required if the Plan has elected to participate in the Automatic Account Re-alignment Services.**) NOTE: Dollar amount option not available independently if Plan has elected automatic enrollment or automatic rate escalator service.

	Percent	Dollar Amount	Both
401(k)	☐	☐	☒
403(b)	☐	☐	☐
457(b)	☐	☐	☐

Catch-up Contribution Method

☐ Percent ☐ Dollar Amount ☒ Both ☐ N/A

Hardship/Unforeseeable Emergency Withdrawal Suspension Reinstatement – Applicable only if Contribution Rate Change and Rate Escalator Services apply.

If Your Plan has participants a suspension period for Participants who take a Hardship/Unforeseeable Emergency Withdrawal, Voya will automatically reinstate the Participant's deferral percentage or amount in effect prior to the hardship withdrawal. A notification will be sent to the Participant of the reinstatement. **(Note: This election is required for Plans utilizing an Automatic Enrollment Service.)**

☐ I do not want Voya to automatically reinstate the Participants deferral percentage. Note: Voya will notify Participants when the suspension period expires, but will not automatically reinstate the deferral percentage. As the Plan Sponsor/Trustee, You are responsible for notifying Participants upon initiation of the hardship withdrawal that they will not be automatically reinstated.

Hardship/Unforeseeable Emergency Withdrawal suspension period will be removed from your Plan unless you indicate below (suspension is not automatically required for Unforeseeable Emergency Withdrawals from 457(b) plans – accordingly, the 457(b) plan document provision will prevail):

☐ Do not remove hardship /unforeseeable emergency withdrawal suspension from the Plan until it is required effective 1/1/2020. Voya will automatically reinstate the Participant's deferral percentage or amount in effect prior to the hardship /unforeseeable emergency withdrawal. A notification of salary deferral reinstatement will be sent to the Participant. It is Your responsibility to ensure Your Plan document is amended in a timely manner to reflect this change.

NOTE: Elective contributions that have been suspended due to hardship/unforeseeable emergency withdrawals will remain until the suspension time has expired. These contributions will be reinstated in accordance with the election above.

☐ 403(b) ☐ 401(k) ☐ 457(b)

Employer Match-Voya's Online Enrollment Center

Your Plan's match is an important component in helping Your employees save for retirement. Voya utilizes Your match formula to populate Voya's Online Enrollment Center, to help Your employees establish their retirement savings goals.

Please indicate Your match formula below. (Note, if You do not have a match formula as outlined below, the formula will not show on Voya's Online Enrollment Center.)

- ☐ 403(b) Match the first _____% of contributions up to the first _____% of pay and (if applicable) match _____% of contributions on the next _____% of pay up to a maximum of \$_____ annually.
- ☐ 401(k) Match the first _____% of contributions up to the first _____% of pay and (if applicable) match _____% of contributions on the next _____% of pay up to a maximum of \$_____ annually.
- ☐ 457(b) Match the first _____% of contributions up to the first _____% of pay and (if applicable) match _____% of contributions on the next _____% of pay up to a maximum of \$_____ annually.

If You do not complete Your match formula above and if Voya has Your Plan document we will obtain Your match formula stated in the Plan document and will use this information unless You indicate otherwise below. Important to note, Your Plan document may state matching is discretionary so an amendment is not needed if Your match changes from year to year, so please be sure to include the match disclosed to Your Plan Participants as directed above.

The match formula will remain on Voya's Online Enrollment Center unless we are notified of a change. It is Your responsibility to inform Voya if Your match formula is modified.

☐ No, I do not want Voya to pre-populate our Plan(s) match information on Voya's Online Enrollment Center.

PLAN INFORMATION (Continued)

Participant Eligibility Tracking (Excludes 457(b) Top Hat and 401(a) Plans. Required if Enhanced Notice Service was priced into the Plan.)

☒ Yes ☐ No

Automatic Enrollment Service (Not available to 457(b) Top Hat Plans. Required for Automatic Account Re-alignment.)

☐ **Voya Automatic Enrollment Service** OR ☐ **Both Voya Automatic Enrollment and Automatic Rate Escalator Service**

Account Re-alignment Services (Choose one or both.)

NOTE: Not available to 457(b) Top Hat Plans.

☐ **Automatic Account Re-alignment (not available to 401(a) Plans or Plans not subject to ERISA)** (Automatic Enrollment must be elected above.) Participants deferring less than the Plan's automatic enrollment deferral rate or maximum automatic escalation rate (if applicable) will be re-enrolled in accordance with the Plan's requirements and have their deferral rate increased (if applicable) unless they opt out of account re-alignment.

☐ **Investment Reset (ERISA Plans only)** – Not available for Plans which utilize both Self-Directed Brokerage Account and permit Roth deferrals. Participant's account balances will be re-directed to the QDIA fund for the Plan within 30 calendar days from the date indicated below, unless the Participant has opted out.

Automatic Account Re-alignment/Investment Reset services elected above will occur one time unless indicated below:

☐ Apply service on an annual basis (will run on same month and day of each year)

Required Information:

- Participant Notification Start Date: ____ / ____ / ____ (Must not be earlier than 60 calendar days after implementation date.) Automatic Account Re-alignment and Investment Reset will occur 30 calendar days after this date.

Participant Address Change – Active Participant address change information will be provided to Voya by the Plan Sponsor unless You check the box below.

☒ Participant Address change information will be provided by Participants via the Participant Website. **NOTE:** This election is not permitted if the Plan has elected the following services: Automatic Enrollment, Participant Eligibility Tracking, Payroll Integration Service, Paperless Distributions / Withdrawals or Paperless loans.

Temporary PIN Delivery

If You would like the ability for Participants to request temporary PINs from Voya and receive them electronically using Your organization's e-mail domain, provide the domain(s) registered specifically to Your organization (example: @organizationname.com) below:

@clermontfl.org

Participant Online Beneficiary Storage

If elected, Participants can enter or update beneficiary information through the Participant Website for the Plan Sponsor's review and approval. Please note that Plan Sponsor sign off is required for all death benefit payments from the Plan as Voya is not serving as the book of record for Participant beneficiary designations.

☒ Yes

For Non-ERISA Plans where spousal consent requirement does not apply, the Plan Sponsor elects to require consent if the Participant/Account Holder resides in a community property state.

☐ 403(b) ☒ 401(a) ☐ 401(k) ☐ 457(b)

PLAN INFORMATION (Continued)**Withdrawals and Distributions**

Check all that are applicable (For Plans using a Master Aggregator Service, legacy vendors or 457(b) non-governmental Plans, paperless services are not available, so leave blank.)

	403(b)	401(a)	401(k)	457(b) Governmental
Online Plan Sponsor/Trustee approval is required for in-service withdrawals (<i>hardship/unforeseeable emergency withdrawals not available for paperless processing</i>).	☐ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No
Online Plan Sponsor/Trustee approval is required for termination distributions.	☐ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No

The Withdrawal/Distribution Fee will be deducted from Participant investment selections on a pro rata basis for each in-service/hardship withdrawal and termination distribution processed unless You check the box below.

☐ Bill the Plan Sponsor/Trustee for Participant Withdrawal/Distribution Fee

☐ 403(b) ☐ 401(a) ☐ 401(k) ☐ 457(b)

The QDRO Processing Fee will be deducted from Participant investment selections on a pro rata basis for each QDRO processed unless You check the box below.

☐ Bill the Plan Sponsor/Trustee for QDRO Processing Fee

☐ 403(b) ☐ 401(a) ☐ 401(k) ☐ 457(b)

Mandatory Distributions for Terminated Participants – If permitted under Your Plan(s) for vested account balances between \$1,000 and \$5,000 Voya will utilize Voya's IRA Rollover product under the terms of the Automatic Rollover/Mandatory Distribution Agreement, unless You provide an alternative provider below. *Voya will take direction from You the Plan Sponsor or its designee to initiate mandatory distributions for terminated Participants.*

☐ Non-Voya IRA for the following Plans ☐ 403(b) ☐ 401(a) ☐ 401(k) ☐ 457(b) (*Governmental Only*)

IRA Provider _____

Contact Name _____

Address _____ City _____ State _____ Zip _____

Loans

Are loans permitted under the Plan(s)?

☐ 403(b) ☐ Yes ☐ 401(k) ☐ Yes
☐ 401(a) ☐ Yes ☐ 457(b) ☐ Yes (*Governmental only*)

If "Yes," for any Plan, please complete the following information.

Note: You are responsible for ensuring that the Plan information provided below is in accordance with Your Plan's loan program. The information below will apply to all applicable Plans unless otherwise indicated.

The Loan Initiation Fee will be deducted from Participant investment selections on a pro rata basis for each loan processed unless You check the box below.

☐ Bill the Plan Sponsor/Trustee for the Participant Loan Initiation Fee

☐ 403(b) ☐ 401(a) ☐ 401(k) ☐ 457(b)

The Voya Annual Loan Administration Fee will be deducted annually from the Participant Investment selections on a pro rata basis for each outstanding loan.

PLAN INFORMATION (Continued)**Loans (Continued)****Types of Loans Allowed**

NOTE: PLEASE COMPLETE – INFORMATION NOT TYPICALLY FOUND IN PLAN DOCUMENTS. If the following information differs by Plan type, please attach a separate document identifying the Plan and the following information.

_____ Total number of loans allowed (Regardless of type) – **(4 maximum, regardless of loan type)**

Plan Level Loan Restrictions (applies regardless of loan type): If not elected below, none will apply

One Loan per _____ months (rolling period of occurrence)

_____ Loans per ☐ month ☐ quarter ☐ semi-annual ☐ annual (will default to Plan year period unless ☐ Calendar Year elected)

Loan Types:

_____ Number of General Purpose loans

Duration _____ months (not to exceed 57 months)

General Purpose Loan Restrictions: If not elected below, none will apply

One Loan per _____ months (rolling period of occurrence)

_____ Loans per ☐ month ☐ quarter ☐ semi-annual ☐ annual (will default to Plan year period unless ☐ Calendar Year elected)

_____ Number of Residential Loans – If no residential loans allowed ongoing, are there any takeover residential loans? ☐ Yes ☐ No

Duration _____ months (not to exceed 360 months)

Residential Loan Restrictions: If not elected below, none will apply

One Loan per _____ months (rolling period of occurrence)

_____ Loans per ☐ month ☐ quarter ☐ semi-annual ☐ annual (will default to Plan year period unless ☐ Calendar Year elected)

☐ Yes ☐ No Online Plan Sponsor/Trustee approval is required for processing a loan (Residential not available for paperless processing).

If You check "No" above, availability of the paperless loan processing service is subject to Voya approval.

Loan Repayment Methods for active Participants will be made by Payroll deduction unless you opt out below.

☐ In lieu of above ACH debit to the Participant's bank account to active and separated from service Participants (will apply deductions made on a monthly basis). Loan payments will continue after the Participant has separated from service until a full distribution has been processed from the Participant's account. (If You elect this option, Participants will not be able to take a loan if they have a defaulted loan outstanding.)

For Payroll Deduction Loans, Participants that are separated from service will not be permitted to continue loan repayments unless elected below.

☐ Yes – allow Participants separated from service to continue to repay loans (option will apply automatically if ACH elected for active Participants above).

Note: If elected You must ensure that Your Plan loan program allows for this option. If allowed, loan repayments must be submitted via ACH Debit by the Participant.

PLAN INFORMATION (Continued)**Loans (Continued)**

Loan Interest Rate Monitoring – Voya will use the Prime Interest Rate published in the Wall Street Journal unless the alternative index is selected below.

☐ Moody's Corporate Bond Yield Average-Monthly Corporate

Please select a Loan Interest Rate Adjustment Factor.

☐ 0% ☐ .5% ☐ 1% ☐ 1.5% ☐ 2% ☐ 2.5% ☐ Other _____%

Designated 403(b)(7) Loan Investment Option (403(b) Loans only)

The designated 403(b)(7) loan investment option is _____ (insert mutual fund number and name – must be offered in the Plan).

The designated 403(b)(7) investment option is to be used to initially fund a loan. To the extent the amount in the designated 403(b)(7) loan investment option is insufficient to fund a loan, money will be withdrawn from the Participant's other investment options on a pro rata basis and allocated to the designated 403(b)(7) loan investment option. If this is still insufficient to fund a loan, an exchange from the 403(b)(1) annuity will be processed automatically.

VOYA INSTITUTIONAL TRUST COMPANY (Additional service agreement will apply.)

☒ Yes (If "Yes," please complete information below.)

- Directed Trustee services (Voya Trust serves as Trustee)
- Custodial arrangement (The Plan has appointed Individual Trustees and Voya will serve as Custodian of the Plan's assets)

☐ 403(b)	☐ Custodial Arrangement	
☒ 401(a)	☒ Custodial Arrangement	☐ Directed Trustee Services
☐ 401(k)	☐ Custodial Arrangement	☐ Directed Trustee Services
☐ 457(b) Government	☐ Custodial Arrangement	☐ Directed Trustee Services
☐ 457(b) Non-Government	☐ Rabbi Trust Services	

ADDITIONAL SERVICES (Please indicate Your preference for any of the following services for Your Plan(s).)

Please note additional service agreements may be required for some of the options below and additional fees may apply. Please refer to "Your Program Highlights and Fee Summary" or the individual agreements for these services for fee information.

Financial Counseling Services – available to active and terminated employees as part of the standard service offering through a Voya Financial Advisors, Inc., a Voya affiliated broker dealer and investment advisor.

☐ No, I do not want my active and terminated employees to have Financial Counseling Services as part of the services available to them.

Morningstar® Retirement ManagerSM – Standard service – Includes both a managed account option with a Participant level fee and an online advice option at no additional charge. NOTE: Additional service agreement is required in order for this service to be implemented.

☐ No, I do not want to enroll in Morningstar Retirement Manager

Voya and its companies are not affiliated with the Morningstar family of companies and receive no fee or other direct financial benefits from Morningstar in connection with the use of its services.

Fiduciary Services – ERISA Plans only – Separate agreement may be required with the vendor providing this service. Services not provided by Voya but by a vendor of Your choosing.

Does Your Plan utilize an outside fiduciary that will have authority to act on behalf of the Plan?

Select all that apply:

☐ 3(16) - Firm Name: _____

☒ 3(38) - Firm Name: Burgess Chambers & Associates, Inc

ADDITIONAL SERVICES (Continued)**Self-Directed Brokerage Account** – Supplemental investment alternative for Plan Participants.☐ 403(b)☐ 401(a)☐ 401(k)☐ 457(b)If "Yes," do You have an existing self-directed brokerage account? ☐ Yes ☐ NoIf "Yes," do You want to transfer in-kind? ☐ Yes ☐ No

Self-Directed brokerage account provider(s) (indicate if different by Plan type): _____

Voya Fixed Account Transfer Provision (Applies Only to Plans which elect the Self Directed Brokerage Account and/or Asset Allocation Made Easier Program)

Transfers from the Voya Fixed Account are subject to either an "equity wash" or "percentage limitation" provision as described in the Information Booklet. Equity Wash applies on transfers from the Voya Fixed Account, unless Self Directed Brokerage Account (SDBA) and/or Asset Allocation Made Easier (AAME) programs are elected. These programs allow the Contract Holder to select the percentage limitation provision, in lieu of Equity Wash.

For the Percentage Limitation provision, the percentage available to be transferred out of the Fixed Account will never be less than 10% of the amount in the Fixed Account on January 1 of a calendar year. We may allow a higher percentage.

Equity Wash provision will apply on transfers from the Voya Fixed Account unless Percentage Limitation is elected below.Percentage Limitation ☐

For additional information on the Fixed Account Transfer Restrictions, please refer to the Group Annuity Contract and/or Funding Agreement provided at contract issuance.

Blended Rate Accounting for Fixed Investment Option – Service available with the Voya Fixed Account Option only. Service availability is subject to Voya approval. **(Not available to 403(b) and 457(b) Non-Governmental Plans.)**

☐ Yes Number of outside carriers _____**STATEMENTS AND REPORTS**

Sponsor Logo – Place our company logo on Sponsor and Participant statements and Websites. (Logo must be received electronically and meet Voya design requirements.)

☒ Yes

Online Statement Delivery Service (not available to 403(b) Non-ERISA Plans or Plans that have a combined statement with a 403(b) Non-ERISA Plan)

Voya will deliver Participant statements to the Participant Website exclusively, unless You elect out of this service. Participants will receive an annual notice by mail explaining how to access statements online. A Participant can elect out of online statement delivery by making an election to receive statements by mail. Such elections may be made through Voya's Participant internet site or by speaking with a customer service representative.

☐ No, I do not want the Online Statement Delivery Service**Non-ERISA Participant Fee Disclosure Election (Non-ERISA plans Only)**

☒ I elect to have Participant Fee Disclosure reports (in accordance with DOL §2550.404a-5) posted monthly to Sponsor Web, Participant Web and Third Party Administrator Website (if applicable).

PAYROLL INFORMATION *(Please complete the following information so Voya can properly set up Your Plan for ongoing contributions.)*Do You use an external payroll vendor? ☐ Yes ☒ NoIf "Yes," will Your payroll vendor be submitting Your file on Your behalf?¹ *(Payroll Integration)* ☐ Yes ☐ No¹If "Yes," it is required that loan repayments match the expected payment amount.

Please provide Your payroll vendor's contact information.

Payroll Provider _____

Contact Name _____

Contact Phone Number _____ Contact E-mail Address _____

Select the payroll frequency for contributions and loan repayments. *(Check all that apply.)*

	Weekly	Bi-Weekly	Semi-Monthly	Monthly	Annually Cannot be used for loan repayments
403(b)	☐	☐	☐	☐	N/A
401(a)	☐	☒	☐	☐	☐
401(k)	☐	☐	☐	☐	N/A
457(b)	☐	☐	☐	☐	N/A

Number of Payrolls and/or Payroll Locations if You have more than one _____☐ Yes ☐ No Do You want Voya to maintain Participant data by division/sub-location? *(Required if You will be submitting payroll contributions from multiple bank accounts.)*

Division/Sub-location Name _____

Division/Sub-location Name _____

Division/Sub-location Name _____

☐ Yes ☐ No If You have division/sub-locations, do You want Voya to segregate reporting by division/sub-location? *(Census data must be maintained with each payroll submission if electing this service.)***Payment Method** – Your Plan(s) will be set up with ACH Debit unless You select an alternative method below. *(If You have multiple bank accounts, please provide the following information for each account.)*Type of account ☐ Checking ☐ Savings

Please complete the following banking information or include a copy of a voided check:

Bank Name _____

ABA Routing # *(must be 9 digits)* _____ Account # _____

Division/Location Name _____

Alternative Payment Methods☒ ACH Credit – Plan Sponsor/Trustee initiates electronic transfer of funds.☐ Wire Transfer – Plan Sponsor/Trustee initiates transfer of funds via Federal Wire System.**Payroll Reporting** – Voya provides a Payroll Feedback File and report with Participant-level payroll data as well as additional information, depending upon the services You select for Your Plan(s). Voya provides notification via e-mail when a file/report is made available.Please provide an e-mail address. *(Allow up to three contacts.)* These should either be Your Authorized Plan Representative, or individuals You have authorized to receive Plan information for Your Plan(s). If contacts differ based on Plan type, please identify the Plan type along with the e-mail address.**E-mail Address(es)** *(It is Your responsibility to notify Voya of contact information changes.)*

☐ Please indicate if You want the file sent via e-mail to the contacts identified below.

RECORD KEEPING EXPENSES *(Please review Your Program Highlights and Fee Summary for details on Your record keeping expenses.)***SELECTION REQUIRED AS APPLICABLE** *(The below pricing options may not apply if using a Daily Asset Charge (DAC)):***Asset Based Fee**

Annual asset based fee – *This fee is charged in quarterly installments unless the Fee Levelization¹ feature is selected in which the fee is charged in monthly installments.*

☒ Participant Deduction ☐ Bill Plan Sponsor

1If using Fee Levelization Participant Deduction should be selected.

Fund Revenue Requirement

This fee is charged in quarterly installments.

☐ Participant Deduction ☐ Bill Plan Sponsor

Annual Case Fee

Annual fixed dollar fee – *This fee is charged in quarterly installments.*

☐ Participant Deduction ☐ Bill Plan Sponsor

Annual Per Participant Fee

Annual fixed dollar fee charged per Participant with an account balance – *This fee is charged in quarterly installments.*

☐ Participant Deduction ☐ Bill Plan Sponsor

Note: Any deduction from Participant accounts will be deducted across all fund and source balances, excluding the Self Directed Brokerage Account, if applicable.

PLAN SPONSOR/TRUSTEE ACCOUNTS – *This option will be used to temporarily invest assets due to the absence of investment direction from the Plan Sponsor. The Voya Government Money Market Fund – Class A will be established as the Plan Sponsor/Trustee Account to hold assets until instructions are received. (It is possible to experience account reductions as a result of investing in the Voya Government Money Market Fund – Class A due to market fluctuation and/or Contract expenses.)*

If You prefer another investment option please indicate it below. Stable Value and Target Date options are not available as a Plan Sponsor/Trustee Account.

Investment Option (100%) _____

The following two Holding Accounts will be established for Your Plan(s) *(as applicable)*

- Plan Asset Holding Account *(not intended for ongoing prefunded contributions)*
- Forfeiture Account

DEFAULT INVESTMENT OPTION – *This option will be used to temporarily invest assets due to the absence of investment direction from a Participant. Please select an option below. The investment option selected below must be an investment option selected within Your Plan. You may not choose a stable value option as the default investment option. Assets will be invested in the selected fund until such time that a Participant makes investment allocation changes and/or fund transfers, or if applicable, opts out of the Morningstar program.*

☒ **Yes** ☐ **No** If the Plan is subject to ERISA, the default investment option elected below is intended to be a Qualified Default Investment Alternative (QDIA). *(Required for Plans participating in the Investment Reset service – not available to 457(b) Plans.)*

☐ Target Date Suite American Funds suite *(All available investment options within the suite must be selected. Investment allocations will be based on a Participant's date of birth and not the anticipated retirement age as they are designed.)*

☐ Morningstar® Retirement ManagerSM *(Have Morningstar Manage My Plan – Can only be selected if noted as a QDIA.)*

☐ Other Investment Option (100%) _____

DEFAULT INVESTMENT OPTION (Continued)

☐ Asset Allocation Made Easier (Note: Separate Agreement required – Can only be selected if noted as a QDIA.)

For Plans choosing Voya's Automatic Enrollment service and Asset Allocation Made Easier as the Default Investment Option, the Voya Fixed Account will be the Plan's temporary investment instruction unless the Plan Sponsor directs Voya to use an alternative investment option. (Target date or Lifestyle funds not eligible). This Fund will hold assets applied to accounts between the time that Participants become eligible and the date that they are defaulted into the Asset Allocation Made Easier portfolio. Once defaulted, any balance in this temporary investment will be reallocated according to the model portfolio.

Alternative investment option: _____ (100% – Must be a currently available investment option under the Plan.)

PLAN INSTALLATION/ASSET TRANSFER (Please select a method for Voya to manage the transfer of Your Plan's assets and please provide Your current providers information if applicable.)

☐ Check if Start-up Plan

Prior Provider Firm _____

Contact Name _____ Phone _____

E-mail _____ Prior Provider Contract/Plan # _____

Estimated Date of Transfer¹ (mm/dd/yyyy) _____ Estimated Date of First Contribution¹ (mm/dd/yyyy) _____

¹Note: Actual transfer and first contribution dates may differ and are subject to the prior record keeper discontinuance time frame and to Plan Sponsor meeting all Plan setup requirements.

Asset Transfer

☒ Option 1 – Map Plan assets (preferred method) – Participant accounts are established with account information from the prior provider and Plan assets are invested according to mapping instructions provided on the following page.

☐ Option 2 – Participants are provided the opportunity to enroll into the Plan(s) and select their own investment options. Those Participants who do not affirmatively elect to enroll in the Plan will be defaulted into the Plan's Default Investment Option indicated in this Agreement. **NOTE: this option is not permitted in conjunction with Investment Reset service if date of reset is upon implementation.**

ENROLLMENT MEETING AND EDUCATIONAL MATERIAL INFORMATION (Voya will provide educational support to Your Employees.)

Please complete the following information to assist in scheduling Your educational meeting:

Preferred day of the week ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

Preferred time of day ☐ Morning ☐ Afternoon

Number of locations if more than one _____ Number of attendees _____

Is Spanish support needed? ☐ Yes ☐ No

Contact information for scheduling meetings

Name _____ Phone _____

E-mail _____

Enrollment kits for new enrollees

_____ # of English

_____ # of Spanish (if available)

Plan information guides for existing Participants

_____ # of English

_____ # of Spanish (if available)

Enrollment kits will include instructions to access Voya's Online Enrollment Center and Customer Contact Center. Enrollment forms are available upon request.

[illegible]

Order #200338 TEM Bundled 06/14/2019
TM: DCPLNINSTL/PLANINIT

REQUIREMENTS

Information Sharing Agreement Applicable to 403(b) Plans

If this Agreement covers a 403(b) Plan, the Plan Sponsor acknowledges that the 403(b) Plan under which is funded by 403(b) annuity contract(s) and/or 403(b)(7) custodial accounts issued or administered by VRIAC ("the Voya Contracts", for purposes of this appendix) permits contract exchanges and that the Voya Contracts are available to receive both ongoing contributions and contract exchanges under the 403(b) Plan. Information sharing as described in this appendix applies to the Voya Contracts issued on behalf of a Participant or beneficiary (pursuant to sections 1.403(b)-(2)(b) (3) and (12) of the Final Treasury Regulations) pursuant to an exchange from a prior issuer's 403(b) contract as described in section 1.403(b)-10(b) of the Treasury Regulations under the Plan Sponsor's 403(b) Plan.

- Plan Sponsor and VRIAC agree to share with each other the following information from time to time:
- Information necessary for the Voya Contracts, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the Participant or beneficiary, to satisfy section 403(b), including information concerning the Participant's employment, if applicable, and information that takes into account the Participant or beneficiary's other section 403(b) contracts or qualified employer Plans (such as whether a severance from employment has occurred for purposes of the distributions restrictions in §1.403(b)-6 of the Final Treasury Regulations and whether the hardship withdrawal rules of §1.403(b)-6(d)(2) are satisfied).
- Information necessary for the Voya Contracts, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the same individual, to satisfy other tax requirements (such as whether a Plan loan satisfies the conditions in Internal Revenue Code section 72(p)(2) so that the loan is not a deemed distribution under section 72(p)(2)).
- Any other information required to comply with the applicable laws and regulations.
- The Plan Sponsor agrees to comply with the Final IRS 403(b) regulations which were generally effective January 1, 2009.
- The Plan Sponsor agrees to provide Voya with a list of all issuers approved to issue 403(b) contracts to Participants or beneficiaries under the 403(b) Plan and Voya agrees to cooperate with respect to sharing information as described in this section. The Plan Sponsor agrees to identify VRIAC and/or Voya Institutional Trust Company as an approved Investment Provider and the Voya Contracts as available under the Plan to receive both ongoing contributions and contract exchanges in a written Plan as required by the January 1, 2009 403(b) regulations or any extension of such date..
- The Plan Sponsor agrees to partner with Voya and other approved Providers and, and if applicable, any third party administrators to develop both procedures and agreements to share Participant information, as required by the 403(b) regulations, including the information mentioned above, and any other information necessary to comply with the new 403(b) regulations.
- The Plan Sponsor agrees to establish a written Plan that covers both required elements and any optional features and to amend the Plan as may be necessary from time to time.
- The Plan Sponsor agrees to review any applicable state laws and local laws and collective bargaining agreements regarding any provisions about exchanges of Participant 403(b) accounts.
- Voya agrees to request information regarding a prior 403(b) contract from the prior issuer at the time of an exchange into any Voya Contracts and provide information to any successor issuer in any subsequent exchange transaction out of any Voya Contracts.

In the absence of available information regarding all or any portion of a 403(b) contract, Voya shall rely on the rules described in §1.403(b)-6(d)(3) of the Final Treasury Regulations.

PLAN SERVICES AGREEMENT – DESCRIPTION OF SERVICES



OPTIONAL SERVICES

1. Participant Eligibility Tracking Service

A. How it works

The Contribution Rate Change Service is required for this service. This service is not available if the Plan does not allow for Participant deferrals. If elected, Voya will review Your Plan document to ensure compatibility with the service, and evaluate Participant eligibility based on the definition of eligibility and entry dates as outlined in the Plan document. This service is subject to Voya approval. At the time You transition the Plan to Voya, You will decide whether an employee is eligible for Your Plan. Once the implementation of Your Plan with Voya is complete, Voya will evaluate eligibility for newly eligible Participants based on the Plan's definition of eligibility and entry dates. Participants will be notified of their eligibility once they have completed all requirements outlined in Your Plan document. Non-enrolled Participants will receive reminder notices of their eligibility, including information on how to enroll, on each anniversary of their eligibility date. If Your Plan has immediate eligibility with immediate entry, eligibility notices will go out after the census is received..

If Your Plan utilizes an ADP/ACP safe harbor allocation method, the initial form of eligibility notice will include appropriate language to satisfy the initial safe harbor notice requirements, but subsequent notices will not.

You understand and acknowledge that Voya in providing this service is not exercising any discretion and is therefore not acting as a fiduciary when providing this administrative service. You are ultimately responsible for final determination of eligibility for Plan participation.

B. Your responsibilities

In addition to providing timely and accurate information for this service, You will be responsible for the following:

- Upon transition of the Plan to this service, You will provide Voya with anniversary year to date and Plan year to date hours for all employees through the effective date of this Agreement. Subsequent submission of hours will be required on a pay period to date basis.
- You are responsible for monitoring the Plan entry date window.
- You are responsible for notifying Voya of all rehired employees so that employee status can be reflected properly with Voya.
- You are responsible for notifying Voya when Participants in an ineligible classification move to an eligible classification so Voya's systems will recognize these employees accordingly.
- You are responsible for submitting to Voya census data for eligibility tracking for all employees with each payroll. If census data is not submitted with each payroll, Voya will not provide this service. Therefore, You will be responsible for tracking eligibility until such time as census data is submitted to Voya.
- If Your Plan contains an ADP/ACP safe harbor arrangement, You will be responsible for providing ongoing annual notices to Your Participants. Voya's notification will only cover the initial notification.
- If Your document permits ineligible employees to roll money into the Plan, You will be responsible for monitoring eligibility for any employee with a rollover who has not yet met Your Plan's eligibility requirements. You must notify Voya to issue the appropriate eligibility notices once the employee has met those requirements.

C. What's not covered

This service is not available to You if Your Plan document contains any one of the following provisions:

- Entry dates that do not coincide with a calendar quarter (*off calendar year Plan Years*).
- Different eligibility requirements and/or entry dates for different contribution types (*e.g., match, profit sharing, etc*). This service would be limited to the employee deferral contribution type.
- Account allocation conditions for a contribution (*e.g., last day, 1000 hour, etc.*).
- This service does not include monitoring of eligible classes of employees (*e.g., part-time employees*).
- Dual eligibility requirements on same source of funds.
- Eligibility with an entry date immediately after working 1000 hours (*where completion of computation period not required*).
- Service requirement less than twelve months of service where hours are required.

OPTIONAL SERVICES (Continued)**2. ACH Debit**

If elected in the Service Profile, an electronic funds transfer is initiated from Your bank account(s) specified in the Service Profile.

A. Obligation of the Plan Sponsor/Trustee

Voya is authorized to promptly execute Plan Sponsor/Trustee instructions received via the Internet or U.S. Mail in a format acceptable to Voya. Voya processes requests the same day if received by Voya prior to the close of the New York Stock Exchange (NYSE) on any day the NYSE is open and transfer funds to the operating account at JP Morgan Chase Bank in New York. By providing bank account information for ACH Debit and signing this Agreement, the Plan Sponsor/Trustee authorizes Voya access to the customer bank account information that is included in the Service Profile for the purpose of executing an ACH Debit each time that remittance information is received for processing by Voya. All instructions received after this time will be deemed to have been received on the next Business Day.

B. Cancellation or Amendment

Voya shall use reasonable efforts to act on authorized requests to cancel or amend instructions received provided that such requests are received in a timely manner. However, Voya assumes no liability if the request for amendment or cancellation cannot be satisfied.

C. Errors

Voya shall assume no responsibility for failure to detect any erroneous instructions provided that Voya complies with the instructions as received. It shall be Your responsibility to notify Voya that a user ID and password are no longer valid or secure.

D. Fees for Rejected ACH Debits

In the event Your bank notifies Voya that it is unable to process an ACH Debit and such reject results in a fee being charged to Voya by either Your bank or Voya's bank, You agree that You shall reimburse Voya for all fees and expenses associated with the rejected ACH Debit.

E. Terms of Use

Voya will provide You with instructions for the use of the ACH Debit service and reserves the right to modify the processes and workflows from time to time with notice to You.

3. Automatic Enrollment Service/Automatic Rate Escalator Service

The Contribution Rate Change Service is required for this service. *Service not available to 457(b) Top Hat Plans.* If the Automatic Enrollment Service is elected, Voya will automatically enroll Participants 30 calendar days after all Plan requirements are met. If You have elected the Participant Eligibility Tracking Service this will be the Participant's Plan entry date. If the Plan's service or entry date requirements together are 1 month or less, Automatic Enrollment will occur 30 calendar days after the entry date. If the Plan is not using the Participant Eligibility Tracking Service the Automatic Enrollment date will be 30 calendar days from the time census is provided to Voya. The 30 calendar day period shall start on the date that Voya generates the notice before it is mailed to Participants.

If the Automatic Rate Escalator Service is also elected, Voya will automatically increase the deferral percentage for Participants who have been automatically enrolled. Participants will be notified 14 calendar days prior to being increased.

If Your Plan currently does not contain provisions which would permit automatic enrollment, please contact Your document provider to amend Your Plan Document. Once the Plan Document has been amended, Voya will be able to offer this feature. Election of this feature in the Service Profile does not add this service to the Plan. This service would begin once the implementation of Your Plan with Voya is complete.

As fiduciary, You acknowledge that You are responsible for ensuring that the Automatic Enrollment Service complies with Your state laws in regards to wage withholding. The payroll withholding laws of Your state should be reviewed to determine if deductions without an employee's written consent are permitted, prior to implementation of this program.

4. Automatic Account Re-alignment Service

The Automatic Enrollment Service and/or Automatic Rate Escalator Service must be elected in order to apply the Automatic Account Re-alignment Service. This service will apply to Participants in the Plan that have not affirmatively opted out of the re-alignment. This would include Participants who are eligible but not participating in the Plan, as well as those with an election less than the percentage identified in the Plan. If Your Plan offers multiple elective contribution sources, then the Participant's deferral rate in those sources will be combined for the purpose of determining their current rate. Any changes made will apply to the pre tax deferral money source.

Participant notification shall be sent on the date indicated in the Service Profile providing the Participant the opportunity to opt out of the re-alignment service. If no action is taken on behalf of the Participant within 30 calendar days and the Participant's deferral rate is below the Plan's automatic enrollment rate then the modified automatic deferral will be applied to the Participant's account and reported on the next scheduled payroll feedback file. For a Plan that has Automatic Rate Escalator Service, the deferral rate escalation schedule will be applied 30 calendar days after the Participant Notification Start Date indicated in the Service Profile. The actual increase will take effect on the date indicated in the Plan. Please note that any Participant who has deferred the maximum amount allowed by the Plan within 30 calendar days of the Participant Notification Start Date will not be included in the Automatic Account Re-alignment Service.

OPTIONAL SERVICES (Continued)**5. Investment Reset Service (only available to Plans subject to ERISA)**

This service is not available in conjunction with option 2 in the Plan Installation/Asset Transfer section of this Agreement. To elect this service the Plan must have a Qualified Default Investment Alternative (QDIA) as the default option. If elected, Voya will automatically invest existing and future amounts in a Participant's account in the QDIA unless the Participant has opted out. The Investment Reset Service will apply to all active Participants, regardless of whether the Automatic Account Re-alignment Service applies to their account under the Plan. This service will not apply to inactive Participants in the Plan. Investment reset applies to all funds in which a Participant may invest except those funds that have specific trading restrictions or are subject to advisory services. Examples of these funds include, but are not limited to funds under Have Morningstar Manage My Plan, Asset Allocation Made Easier, Wealth Management Retirement, Guaranteed Accumulation Account, Self-Directed Brokerage Option, Company Stock or Voya Lifetime Income Protection Program.

6. Investment Allocation of Future Contributions and Interfund Exchanges

You have the ability to place restrictions on the frequency by which a Participant can make investment allocation changes for their future contributions or interfund exchanges. Please contact Your Voya representative if You wish to implement these limits. Note: Any employer directed sources will not allow for interfund exchanges or future investment allocation changes by the Participant.

403(b) Plans only

You authorize our acceptance of Participant initiated exchanges between the 403(b)(1) fixed annuity contract and the 403(b)(7) custodial account, or vice versa, under Your Plan.

7. Temporary PIN Delivery

Voya requires a PIN for phone services and first time online account registration. Participants are sent a PIN via U.S. Mail after enrollment. Temporary PINs can be delivered to Employees at Your organization's email address when an email domain registered to Your organization is provided.

8. Online Beneficiary Storage

If elected, (a) Voya will store Participant's beneficiary information that the Participant enters into Voya's Participant Website on a prospective basis only; (b) Voya will not accept Participant beneficiary information submitted on paper forms unless the request is from a married Participant electing a non-spousal beneficiary. Please note that Plan Sponsor sign off is required for all death benefit payments from the Plan as Voya is not serving as the book of record for Participant beneficiary designations. It is Your responsibility to ensure that the beneficiary designations are in compliance with the Code and Your Plan document. You are responsible for the administration of any spousal consent requirements.

9. Statement Messaging

If Your Plan has either Floor Offset (i.e., the benefit under this Plan is reduced by benefits accrued under another Plan sponsored by the same employer) or Permitted Disparity (i.e., this Plan includes a formula for allocation of certain employer contributions based on the permitted disparity (Social Security integration) rules), Voya has the ability to include a standard message explaining either of these items on Your Participant statements. Please contact Your Voya representative if You wish to review any of these options.

10. Paperless Loans, Withdrawals and Distributions (Not available if Your Plan uses a Master Aggregator Service, is a 457(b) non-governmental Plan or Your Plan has legacy vendors.)

If You indicated in the Service Profile that Your approval is not required for loans and distributions, You desire that Voya process electronic claims for Plan distributions without requiring Your signature or similar written instructions.

A. Paperless loans, withdrawals and distributions

Voya will process electronic claims for Plan loans, withdrawals and distributions without requiring Your signature or similar written instruction. All census data requested in this Agreement must be provided to Voya within the agreed upon timeframe in order for Voya to provide this service. If census data is not provided as requested, then this service will be discontinued.

B. Process loan, withdrawal and distribution claims

For Your Plan, Your procedures and rules for processing electronic loan, withdrawal and distribution claims are and will be set by this section and Your Plan document together with any further instructions You furnish to Voya.

C. Paperless procedure

You instruct Voya to process claims on the following basis: If the claim states facts that meet all requirements of a form (including a computer-based form) and the most recent computer record You furnish does not state a relevant fact contrary to the claim, You approve the claim and instruct Voya to pay it. If a claim fails to meet a requirement of the form (or states a fact contrary to the most recent computer record), Voya will not process the claim.

D. Severance from employment

You instruct Voya to process a claim for a termination distribution if the most recent computer record You furnished shows a termination date that is the same as or earlier than the date Voya processes the claim. If a termination date is not received, Voya will not process the claim for a termination distribution.

OPTIONAL SERVICES (Continued)**E. Vesting**

For each Participant, You will furnish computer records (including actual hours, if applicable) sufficient to enable Voya to compute a Participant's vested percentage under the Plan solely from those records. You instruct Voya that the absence of a computer record means that You instruct Voya that the Participant may not receive a paperless loan, withdrawal or distribution.

F. No spouse's consent

You confirm that Your Plan does not provide for a qualified joint and survivor annuity or qualified preretirement survivor annuity, and does not require a spouse's consent to any distribution, withdrawal or loan.

G. Transactions that cannot be paperless

Some transactions will not be processed in a paperless manner and will require Your approval. Some examples of these transactions include:

- Residential loans
- Loans requiring additional criteria to qualify (i.e. must meet hardship for loan)
- Hardship withdrawals
- Emergency withdrawals
- Death benefit payments

H. Risks

You represent, warrant, and covenant that You made a carefully considered decision to assume, and will continue to consider, the risks of using the paperless loan, withdrawal and distribution service. Beyond forgeries and other frauds, these risks include (but are not limited to) risks that Voya will pay a claim that You, had You evaluated the claim other than under this Agreement's procedures, would not have approved.

You may end this service with one week's notice in writing to Voya. If the United States Department of Labor revokes or changes, or an ERISA Advisory Opinion or Information Letter or a court decision calls into question, either the conclusion or the reasoning of either question or answer D-2 of Interpretive Bulletin 75-8 (29 C.F.R. § 2509.75-8/Q&A-D-2), Voya may end this service on one Business Day's notice to You.

STANDARD SERVICES**1. Plan Document**

Unless otherwise elected in the Service Profile section, Voya will furnish a Plan document (using Voya's document), adoption agreement, and draft summary Plan description (if applicable) ("Plan Documents"), based on Your current Plan and instructions.

Voya will prepare restatements as required by Revenue Procedures 2007-44 and 2011-49. Non-regulatory (or discretionary) amendments are available upon request for an additional fee as outlined in Your Program Highlights and Your Fee Summary.

Amending an individually designed Plan to the Voya prototype document (if applicable).

When converting an individually designed Plan to a pre-approved Plan (e.g., *prototype*) it is important to consult the Plan's attorney regarding the need to sign an IRS Form 8905 Certification of Intent to Adopt Pre-Approved Plan, before the expiration of the Individually designed Plan's five-year remedial amendment cycle. This form can be obtained from the IRS Website.

2. Plan Communication and Enrollment Services

You must provide Participants with a full enrollment kit, which includes Voya's Plan Highlights, product disclosure material, fund one-page summaries and fund performance. Participants will be informed that the fund prospectuses are available by calling their local representative. Enrollment services will be in English, however, a number of Spanish materials may be available.

Voya will conduct group meetings to explain Your Plan to employees at the times and places we mutually agree.

The online enrollment service allows Participants to enroll on the internet, and can be accessed at any time by Participants. Voya will provide You with an automated report showing Participants who have enrolled via the internet. It is Your responsibility to update the payroll system to reflect these Participant enrollments. Please ensure these employees are eligible to participate in the Plan before sending Voya payroll contributions. Submission of census data is not required for this service.

403(b) Plans only

You have responsibility for providing Your employees with any "Universal Availability" notices required under the Code and related Regulations for which the Plan is subject.

STANDARD SERVICES (Continued)**3. Contribution processing services**

You must furnish all requested census data before the date contributions are submitted to Voya. Upon receipt in Good Order, Voya will allocate contributions to Participants under the Plan. Contributions will be acknowledged in writing to You within two (2) Business Days of receipt. If the corresponding data file is not received in a timely fashion and is not in Good Order, You will be notified. If contributions and the corresponding data file are sent prior to the establishment of Participant accounts or are not received in Good Order, the contributions will be held uninvested up to ten (10) Business Days. If account(s) are not established within ten (10) Business Days or the contributions and corresponding data file continue not in Good Order, the contributions will be returned to You.

Department of Labor regulations require that contributions and loan repayments (*other than union dues*) withheld from an employee's wages or paid to the employer by a Participant must be sent to the Plan on the earliest date these contributions can reasonably be separated from the employer's general assets. Small Plans, Plans with fewer than 100 Participants at the beginning of the Plan year, may avail themselves of a safe harbor that permits such assets to be deposited no later than the 7th Business Day following the day on which the contributions are received by the employer, or the 7th day following the date that such amounts would have been payable to the employee in cash.

Specific rules apply for when 457(b) deferral elections can begin. Generally the requirement is that the election be made by the last day of the month prior to the month in which the deferral is implemented. You are responsible for ensuring that payroll contributions representing the deferral elections are made in compliance with this requirement.

You understand that once contributions are made to the Plan, they can only be distributed based on the Plan distribution rules. You are responsible for clearly communicating to employees the time frame for opting out of the Plan.

A. What's not covered

Voya requires one electronic fund transfer per payroll file. Multiple locations may result in a pricing change. Any variation of this requirement will not be processed.

Voya's services do not include computing or monitoring:

- employer matching contributions with each payroll; and
- contributions under a new-comparability or age-weighted formula.

B. Voya has no responsibility for missed or late contributions

You must remit contributions in a timely manner in accordance with Your Plan and applicable law. Notwithstanding anything in this Agreement to the contrary, Voya will have no duty or authority to collect any contributions. Voya will have no duty or authority to inform You or anyone of any facts concerning any contributions that were not remitted to Voya, or that were remitted late.

C. Return of contributions for mistake of fact

Voya will, on Your written instruction, return to You contributions that You instruct were made by Your mistake of fact. You will pay Voya's processing fee based on our standard hourly rates to process Your instructions. Any return of contributions will be subject to loss, and applicable investment fees and charges (*including deferred sales charges*).

D. Computing allocation amounts

For an additional fee upon Your request, Voya will calculate the amounts that will be allocated among Participants based on the census data that You provide and the amount that You have decided to contribute. Voya will compute the allocation amounts only for integrated or pro rata profit sharing contributions and year-end match at a set percent that does not change.

E. Partnership allocation (if applicable)

You alone are responsible for determining and making partnership allocations (*if any*).

F. External payroll vendor

If You elect to have Voya work with an external payroll vendor, You must notify the payroll vendor that Voya will contact them. Your payroll vendor may require Your authorization to work directly with Voya. Voya's ability to work with Your external payroll vendor is dependent upon the vendor's willingness to do so.

4. Statements and Reports**A. Overview**

Except as otherwise provided by this Agreement, Voya will use its records to generate the following reports:

- Participant statements will be generated and posted online quarterly, accessible via the Participant Website. If You elected Online Statement Delivery service, Participants will receive an annual notice via mail indicating their statements can be found online. Participants participating in 403(b) Non-ERISA Plans, or Plans linked to a 403(b) Non-ERISA Plan or in plans where Online Statement Delivery service was declined, the Participant will receive their statement via U.S. Mail in addition to being provided on the Participant Website.
- Separately, for those Participants who have signed up for electronic notice delivery, e-mail notifications will be sent.

STANDARD SERVICES (Continued)

- At any time, Participants may opt for mailed statements by updating their preferences on the Participant Website, or speaking with a customer service representative.
- Participant activity confirmations for recurring and non-recurring transactions will be posted to the Participant Website and will also be mailed to Participant homes if the Participant has not selected electronic delivery.
- Plan level confirmations including transactional activity will be made available to You via paper as well as the Plan Sponsor Website.
- Sponsor Activity Report will be made available to You via the Plan Sponsor Website.

B. Valuation

Voya will compute the value of individual Participant accounts as of each Business Day.

C. Payroll Feedback File

Payroll feedback files and reports are posted to the Plan Sponsor Website coinciding with Your payroll frequency. If You have multiple payroll frequencies, this report will be based on the most frequent payroll. If reporting is requested separately by division/sub-location in the Service Profile, feedback files will be available on one frequency only.

5. Ad Hoc Mailing Services

Upon request, Voya may perform ad hoc mailing services in accordance with Your direction on behalf of the Plan. In performing ad hoc mailing services, You agree that Voya is not a fiduciary within the meaning of ERISA, the Investment Advisers Act of 1940, or any state law. Moreover, You agree that Voya can rely conclusively upon any and all information provided by You, and shall not be liable for any errors in connection with the ad hoc mailing services that arise from such erroneous information. There may be an additional charge for these services.

6. Automatic Account Rebalance**A. Overview**

This service is available to all Participants with a balance. It allows Participants to establish scheduled periodic account rebalancing to their current investment allocations.

B. How it works

Participants may make the automatic rebalance election through the Voya Participant Website, the Voice Response System (VRS) or by speaking with a customer service associate (CSA).

At the Participant's elected frequency, *(which can be set up for quarterly, annually, or semi-annually)* fund balances will be automatically re-aligned according to the Participant's current investment election percentages. Any interim transfers or investment elections made by the Participant will turn off the functionality. When the Participant processes a transaction through the Participant Website, a pop up message alerts the Participant that the automatic rebalance will be cancelled.

C. Restrictions

Some fund(s) may not be available for automatic account rebalance. This service will not be an option for Participants who are enrolled in **Morningstar® Retirement ManagerSM**, Asset Allocation Made Easier, Self Directed Brokerage Account or Voya Lifetime Income Protection Program. CONVERSELY, Participants who are enrolled in the automatic account rebalance feature who subsequently enroll in **Morningstar® Retirement ManagerSM**, Asset Allocation Made Easier or Voya Lifetime Income Protection Program will have this feature turned off.

7. Contribution Rate Change Service

This service allows Participants to make contribution rate changes via the Participant Website. You must furnish Voya current Participant contribution rates. NOTE: Voya's systems will allow these changes to be entered by Participants at any time. If Your Plan document restricts the frequency by which a change can occur, this would be monitored via Your payroll process.

Voya will provide You automated reporting showing Participants who have modified their contribution rate via the Participant Website. It is Your responsibility to update Your payroll system to reflect these new deferral rate changes.

If Voya is automatically reinstating Participants after their hardship withdrawal, this service will begin with hardship withdrawals initiated after the effective date with Voya only.

8. Participant Directed Contribution Rate Escalator**A. Overview**

The Contribution Rate Escalator allows Participants to elect automatic increases in deferral rates by logging onto the Participant Website and indicating the frequency and amount of the deferral increase.

B. How it works

Voya will send a reminder to the Participant 14 calendar days prior to the automatic increase. The Contribution Rate Escalator does not apply to catch-up contribution elections. If there is a conflict between a Participant's Contribution Rate Escalator election and the Plan's limits, the Participant's rate increase will be cancelled.

STANDARD SERVICES (Continued)**9. Loans**

If permitted under the Plan, Voya will process loans in accordance with information outlined in the Service Profile, Plan document and applicable loan policy/loan provisions. Loan payoffs received by ACH debit or check, if applicable, are subject to a seven business day hold which may impact loan availability during that period.

A. General Purpose Loan Term

Section 72(p) of the Code requires Plan loans to be repaid in full no later than 5 years from the date of the loan *(except for loans used to acquire principal residence of the Plan Participant)*.

Accordingly, it is necessary to provide for a loan repayment term that is less than 60 months in order to meet this requirement.

B. Loan Default Monitoring

Voya will actively monitor loans. You confirm that Your Plan document and applicable loan policy or provisions define the cure period for missed loan repayments as the last Business Day of the calendar quarter following the calendar quarter in which the loan payment was due (the "Cure Period") and that You have adopted the Cure Period as the default period on all existing and future loans. Loans will be defaulted under the following conditions:

- Participants are behind in their payment schedule where any payment is not paid in full before the end of the Cure Period in which the payment was due.
- A loan is not paid off by the last Business Day of the month following the month of its maturity date.

You must follow the loan amortization schedule generated by Voya for repayment. Voya will not code a loan as in "default" in any year after the year the default actually occurs.

Reports to Plan Sponsor – You will receive the following reports on a monthly basis *(as applicable)*:

- Missed Loan Payment Report
- Delinquent Loans Warning Report
- Loans Past Maturity Date Report
- Deemed/Offset Loans Report
- Payroll Feedback File and Report (based on payroll frequency)

Notification of Default to Participants – Voya will provide the Participant with the following *(as applicable)*:

- Warning letters *(notifying of past maturity date or missed payment as of last quarter)*
- Loan Default Confirmation

C. Loan Interest Rate Monitoring Service

Voya will update the loan interest rate on the Plan based on the information You furnished in the Service Profile. The loan interest rate for Your Plan will be updated on the first Business Day of the month following the month in which a change in the index occurs. It is Your responsibility, at all times, to determine whether this loan interest rate formula continues to be appropriate for the Plan, and for notifying Voya of any changes in the method used to set the loan interest rate.

D. Loan Approval

All loan requests must be approved online through the Plan Sponsor Website. While signed paperwork should be returned to Voya, the Plan's online approval is still valid if such paperwork is not returned to Voya. Voya may rely conclusively on any direction provided by the Authorized Plan Sponsor Representative *(as elected in the Service Profile)* or any designated approver.

10. Voya's Notice Service – Participant Notification

The following Services shall be provided by Voya subject to Sections 2.1, 9.1 and 9.3 of this Agreement. In addition all Participant data necessary to perform the Notice Service must be provided to Voya no later than 60 days prior to any regulatory notification timing requirement and the Plan must be turned on for record keeping services.

A. Standard Service

Service is required if Plan is using Morningstar® Retirement ManagerSM or Asset Allocation Made Easier as QDIA, or Automatic Account Re-alignment Service. If elected, Voya will provide regulatory notices to covered employees for a Plan that offers any combination of the following:

- Qualified Default Investment Alternative (QDIA)
- Automatic Enrollment Service with or without Automatic Rate Escalator Service
- Participant Eligibility Tracking Service for a Plan with an ADP/ACP safe harbor allocation method

Initial Notices provide Participants with an explanation of the respective feature and may include the following: the percentage of employees' pay to be contributed to the Plan, the investment option(s) available, and the default investment if an employee chooses not to enroll and select an investment option. The notice will also advise employees of their right to revoke the automatic withholding (if applicable) and their rights to increase, decrease or stop contributions and instruction on how to do so. Initial notices for Plans not using the Automatic Enrollment Service, will be included in the enrollment kit and/or available through the Online Enrollment Center.

STANDARD SERVICES (Continued)

Annual Notices are required to be provided to Participants who have been default enrolled into a QDIA fund and/or are automatically enrolled, or subject to an automatic increase schedule. These notices will remind Participants of their deferral amounts and of their right to increase, decrease or stop these contributions, also including the procedure to do so.

Note that Voya will not provide:

- Annual notices required for an ADP/ACP safe harbor.
- Notices to Participants defaulted into a QDIA fund who were enrolled prior to the addition of the notification Service with Voya (unless data is provided by the Prior Recordkeeper or Plan Sponsor at time of conversion).
- Annual notices to Participants automatically enrolled prior to transition to Voya where Voya did not receive such data upon transition.
- Notices to Participants who have made an affirmative election out of automatic enrollment.

11. Interfund Exchanges

Voya has adopted an Excessive Trading Policy and monitors transfer activity. A violation of the policy could result in a restriction of electronic transfer privileges. Please review Voya's Excessive Trading Policy for more details. Fund level restrictions will apply if the Plan has elected the equity wash option and has made available competing investment options. Please review the Sponsor Information Booklet for more details.

12. Administrative Holds

Restricting Participant Accounts (Administrative Holds): The Plan Sponsor directs Voya to place an administrative hold on a Participant's account upon receipt of a signed or draft domestic relations order (DROs) or joinder, federal tax levy, or upon the receipt of other types of court orders that assert a claim to Plan benefits. Placing an administrative hold on the Participant's account(s) will prevent the Participant from taking distributions, including loans. The Participant will continue to have the ability to make allocation changes and fund transfers to his/her account. With the exception of DROs, the restriction will remain on the account until such time that Voya is advised to remove the administrative hold either by the Plan Sponsor or upon receipt of a court order indicating that the matter has been resolved and the hold is no longer needed.

Administrative holds placed on a Participant's account due to DROs shall remain on the account for a period up to 18 months, or if earlier, until the date Voya is advised to remove the administrative hold either by the Plan Sponsor or a court order indicating that the matter has been resolved and the hold is no longer needed. If a subsequent order is received a new 18-month period will be activated.

Notwithstanding the foregoing, with respect to joinders issued, the restriction will not be removed until Voya receives either: (1) a QDRO; (2) a court order vacating/dismissing the joinder; or (3) a final judgment that awards the Participant all of the Plan benefits.

13. Power of Attorney, Guardianship or Conservatorships

Voya will determine the validity of the documentation received relative to a power of attorney, guardianship or conservatorship. Once the documentation is determined to be in Good Order, Voya will set up or modify the existing account as directed in the documentation received.

14. Plan Distribution Services**A. Voya will compute minimum distribution amounts**

Voya will compute required minimum distribution (RMD) amounts required under IRC § 401(a)(9) based solely on the data You furnish to Voya and is recorded in Voya's record keeping system. Please refer to the Administrative Procedures Manual for further details. Voya will furnish You a report showing which Participants might be required to receive a distribution under IRC § 401(a)(9). You must review the report, confirm the data, and instruct Voya in writing of any discrepancies in the report. When You confirm the accuracy of the data in writing, Voya will accept this as Your direction to process distributions from the Plan in accordance with IRC § 401(a)(9). With respect to 403(b) Plans, Voya will calculate the RMD amount but not distribute the RMD amount unless the Participant requests such payment.

For a Participant already receiving minimum distributions, You must (i) provide Voya specific written instructions to calculate and process the RMD and (ii) ensure that Your prior recordkeeper has provided Voya all necessary historical data on the Participant's minimum distributions.

B. Services offered to retiring and exiting employees

Voya shall offer specialized services to retiring and exiting Participants through registered representatives of Voya Financial Advisors, Inc. an affiliated broker-dealer (VFA). The registered representatives have specialized knowledge regarding options available to these Participants including the benefits of remaining in the Plan, specific distribution rules, taxation of distributions, investment alternatives and retirement planning. At the request of the Participant, these registered representatives may also explain and offer the rollover IRA products through VFA. If the Participant elects certain distribution options that result in the sale of an IRA product, Voya and its affiliates may receive additional revenue. In addition, employees of VFA may receive compensation in connection with a Participant who elects to remain invested in the Plan or who purchases an IRA product through VFA.

STANDARD SERVICES (Continued)

In addition, retiring and exiting Participants will also have access to the online tool that active Participants may access, the Personal Financial Dashboard, so that they may aggregate, organize, and monitor their financial accounts in one convenient location. Individuals can call Voya at the toll-free number highlighted in the tool with any questions about this tool, and, should they ask for help with their broader financial needs, Voya has additional phone based services available through financial advisors registered with VFA.

15. Asset Consolidation Services

Voya shall offer consolidation services to the Plan Participants to help them understand options available for consolidating outside qualified Plan accounts into the Plan.

16. Financial Counseling Services

Financial counseling services are also available to active and terminated employees through VFA. These services, some of which are fee based, are provided by licensed financial advisors and, as agreed upon with the individual employee, include an analysis of the employee's complete financial situation and allow for customized goal planning potentially incorporating retirement income planning, estate planning, social security and pension analysis.

Fees for this service are charged directly to the employee and will not be withheld from any Plan Participant account. This service is offered outside of the record keeping services described in this Agreement and is not subject to ERISA. In order to facilitate the delivery of the financial planning service, Voya may use the Participant data to the extent and for purposes authorized by the Participant whose data is being used.

17. Personal Financial Dashboard

Participants will have access to an online tool, the Personal Financial Dashboard, so that they may aggregate, organize, and monitor their financial accounts in one convenient location. Individuals can call Voya at the toll-free number highlighted in the tool with any questions about this tool, and, should they ask for help with their broader financial needs, Voya has additional phone based services available through financial advisors registered with VFA.

18. Plan Accounts**A. Plan accounts**

Voya will keep records of Plan accounts based on the information provided from time to time by or on behalf of You or Participants. The records will set forth transactions under the Plan that affect the balance of an individual Participant's account. Voya will process the periodic repayment amount for all Plan loans and the allocation of the repayment among the applicable investment alternatives, and will advise You of the resulting payroll deduction to be made for such purposes.

B. No accrual accounting

Voya will record a change in a Plan account when it results in a "purchase" or "redemption" of fund shares or other investment. Voya will not make or keep any record of a contribution receivable, distribution payable or similar accrual. All transactions are reported on a cash-accounting basis.

19. Non-discrimination Testing Services (ERISA Plans only)**A. Non-discrimination testing**

If Your Plan is subject to one or more non-discrimination requirements under the Code, Voya will assist You in testing Your Plan's compliance with applicable requirements by taking the actions stated by the provisions below. Additional fees may apply for certain complex testing scenarios such as multiple test "runs" or where disaggregation is required. Where additional fees would apply, an estimate of these fees will be provided. Additional testing referenced above provided upon request only.

B. Tests to be performed

Unless otherwise elected in the Service Profile section, Voya will perform once each year Actual Deferral Percentage testing under IRC § 401(k)(3); Actual Contribution Percentage testing in accordance with IRC § 401(m); test for the Limit on Elective Deferrals under IRC § 402(g); and testing on the Annual Additions Limit in accordance with IRC § 415(c). Voya will not aggregate this Plan with any other Plan for testing purposes. Voya will not perform any test required or permitted under IRC § 401(a)(4), 414(s), or 410(b).

Additionally, upon request, Voya will identify Highly Compensated Employees, perform a uniform Qualified Non-Elective/Matching Contribution (QNEC/QMAC) calculation at year end, and offer one top-heavy test per year.

C. You will furnish the necessary information

You will complete and return to Voya the census data request package necessary to perform the above listed tests, in Good Order within 30 calendar days after Your Plan year-end. If Voya does not receive the requested census data in Good Order within 30 calendar days after Your Plan year-end, Voya is not responsible for completing the tests under IRC § 401(k)(3) or § 401(m) before the 2½ month after Plan year-end original corrective-distribution deadline. Voya is not responsible for following up with You if Voya has not received the requested census data.

STANDARD SERVICES (Continued)**D. Testing reports**

After the close of each Plan year, Voya will send You a report that says whether Your Plan has “passed” or “failed” each of the tests, and, if the ADP test or ACP test is not satisfied, what actions You may take to meet that test. You must instruct any action You desire to meet any otherwise failed test. For “interim” tests, Voya will send You the “passed” or “failed” report, but need not give detail on correction methods until the year-end report.

E. Top-heavy testing

If the Plan is the only Plan You ever maintained, Voya will perform top-heavy testing for any determination dates that occur after Voya became Your recordkeeper and has received all prior assets and records, and so long as Voya is the service provider on Your Plan’s determination date.

F. Top-heavy contributions

If the Plan is top heavy, You must timely make the required top-heavy contribution.

G. No interim top-heavy tests

Voya does not provide interim top-heavy tests under any circumstances.

H. Interim ADP/ACP tests

On Your written request, Voya will provide interim ADP and ACP testing. Please note: Interim testing based on year to date activity – hypothetical and projected calculations not available.

20. Form 5500 Services (ERISA Plans only)**A. Form 5500**

Unless otherwise elected in the Service Profile section, Voya will prepare the Form 5500 based upon information available for the Plan as of the end of the Plan year for Your review, approval and filing with the Department of Labor (DOL). The Form 5500 is prepared on a cash basis which is a reflection of the activity that occurs during the Plan year. Voya will not reflect accruals on the Form 5500.

In accordance with DOL electronic filing requirements, Voya will provide the Form 5500 electronically to the person You designate. It is Your responsibility to ensure a designated individual’s e-mail address is on file with Voya.

Please note that services are performed only for activity reflected on Voya’s records. Assets and/or records maintained elsewhere are not within the scope of Voya’s services and may require You to secure services to ensure an accurate Form 5500 is prepared that combines all data for Form 5500 filing purposes.

B. Audit

When ERISA so requires, You must engage an independent qualified public accountant. For example, if You have more than 100 eligible employees, ERISA might require You to engage an independent accountant to examine Your Plans’ financial statements. Also, if more than 5 percent of Your Plans’ investments are non-qualifying investments, ERISA might require You to engage an independent accountant to examine Your Plans’ financial statements. Voya will not engage any accountant on behalf of You or Your Plan.

C. Separate Account Annual Report

You consent to receipt of the separate account annual statement which includes a statement of assets and liabilities of the separate account via the Plan Sponsor Website.

21. Plan Sponsor Website**Authorized Plan Sponsor Representative**

The Authorized Plan Sponsor Representative that You identified in the Service Profile is the person at Your organization who is authorized to initiate and update transactions, e.g., changes to “Mail Delivery Preferences” for Your Plan, and control “Access Authorization” to Your Plan and Participant information made available electronically via the Plan Sponsor Website. The Access Authorization feature will also allow this contact to assign access to other individual users within Your organization and to determine the appropriate permission level of each subsequently authorized individual user to the Plan Sponsor Website. This contact will be responsible for monitoring the activities of each authorized user and permission level assigned to each of those individual users.

Designating an Authorized Plan Sponsor Representative to the Plan Sponsor Website constitutes and shall be deemed an acceptance of the terms and conditions set forth in this Agreement.

Activating, deactivating and changing an individual’s access or transactional capabilities to the Plan Sponsor Website may be made by the Authorized Plan Sponsor Representative directly online.

STANDARD SERVICES (Continued)**22. Fee Disclosure****A. Participant Fee Disclosure (ERISA Plans Only)**

Voya provides fee disclosure in accordance with DOL regulation §2550.404a-5. Voya also provides a data capture facility "Fee Data Entry (for 404a-5 Participant Disclosure)" available through the Plan Sponsor Website, to allow You to provide non-Voya Plan service fee information to Voya. This information is for fee disclosure reporting purposes only and will not support actual fee processing. Voya will post fee disclosure to the Sponsor and Participant Websites.

B. Sponsor Fee Disclosure

Post monthly Plan-level fee and expense disclosure reports (as outlined in DOL regulation §2550.408b-2) to the Plan Sponsor Website (and third party administrator website, if appropriate).

23. Default Investment Option/Immediate Deposit**A. Default Investment Option**

For available investment options and applicable disclosure, please refer to the investment section of Your Program Highlights and Fee Summary. Please consider these options carefully, as You are making an investment selection for the affected Participants. Please note Voya does not monitor the ongoing appropriateness of the investment(s).

If a Qualified Default Investment Alternative (QDIA) is selected, Voya will provide notices to Participants regarding Your selection of a QDIA option in accordance with applicable regulatory guidance. Further, it is Your responsibility to ensure that the Default Investment Option selected (or deemed selected) meets the applicable requirements of a "Qualified Default Investment Alternative" under Section 404(c)(5) of ERISA. The notices provided are described in the Section entitled: Voya's Notice Fulfillment Service-Participant Notices.

B. Immediate Deposit

Voya will establish a Participant account when assets or instructions are received for a Participant for whom an account has not been established. You authorize Voya to obtain the required information from the Authorized Plan Sponsor Representative.

Voya is directed to allocate the newly established Participant accounts using the default investment option selected unless the Authorized Plan Sponsor Representative directs Voya to do otherwise.

To establish Participant accounts using this feature, Voya requires Participant information to be received in a secure manner and meet Voya's file format and Good Order requirements. An electronic file is required.

C. Target Date Suite

In choosing a target date suite of funds as the default investment option for future contributions, immediate deposit, or automatic enrollment, it is important to understand the following:

- Each Participant account will be assigned a specific portfolio and the portfolio assignment is determined using the date of birth for each Participant which must be provided by the prior provider or You.
- You must work closely with the prior recordkeeper to ensure the accuracy of the dates of birth provided to Voya. If a date of birth is not available for a Participant, You hereby direct Voya to default the investment election to the most conservative fund in the target date suite for such Participant.
- If a date of birth that Voya received is determined to be inaccurate, please provide Voya with the correct date of birth.
- You accept responsibility for these investment directions on Participants' behalf consistent with the terms of the Plan, understand that any protection that might have been available under Section 404(c) of ERISA may not extend to this investment direction, and agree to indemnify and hold Voya harmless from any claim that may arise from investing these funds as directed by You.

24. Plan Conversion**A. Final valuation**

If You maintain an existing Plan, You must furnish and certify to Voya a final valuation from the Plan's prior recordkeeper as indicated in Section 2.2 of the Agreement, You must furnish all minimum distribution information, year-to-date conversion data, and a valuation for the prior Plan year-end.

B. Year-to-date information

You must furnish to Voya all year-to-date information necessary for Voya to perform non-discrimination testing for Your Plan and prepare a draft of Your Plan's Form 5500 for the conversion year. If You do not furnish this data to Voya on conversion, Voya will not perform non-discrimination-testing services, and will not compile the draft Form 5500 for the conversion year.

C. Sarbanes-Oxley

If the parameters of the Sarbanes-Oxley Act are applicable, Voya will provide a copy of the Sarbanes-Oxley Act Details of Participant Notification Requirements, Key Points, and Sample Participant Black Out Notification which You can use as an aid in developing and distributing a Participant communication that meets the requirements set forth in the Sarbanes-Oxley Act. You will be responsible for complying with these requirements.

STANDARD SERVICES (Continued)**D. Asset Transfer**

Voya will invest the transferred assets in the investment option selected for the Plan Sponsor/Trustee Account elected in the Service Profile until Participant allocation instructions are received and are in Good Order. Transferred assets will be deposited as of the date the wire is received by Voya if in Good Order and received prior to the close of the NYSE.

Transferred Assets will be allocated to Participant accounts on the same day that allocation instructions are received if instructions are received in Good Order and prior to the close of the NYSE. Any interest earned pending allocation instructions will be posted to Participant accounts on a pro rata basis unless other instructions are provided.

Allocation instructions need to be received in a secure manner and meet Voya's file format and Good Order requirements. Voya is authorized to obtain the required information from the Authorized Plan Sponsor Representative, third party administrator or the prior provider.

Instructions received in Good Order and after the close of the NYSE or on a non-Business Day will be processed the next Business Day.

If the instructions do not meet Voya's file format requirements, but are otherwise deemed to be in Good Order, Voya will process the transferred assets within three Business Days from the date the instructions are received (if the instructions are received prior to the close of the NYSE).

If Mapping is elected in the Service Profile, and transferred assets are received prior to Participant data, Voya will invest the transferred assets in the Plan Sponsor/Trustee Account according to the mapping instructions provided in the Service Profile. The transferred assets will be invested as of the date the wire is received by Voya if a Plan level breakdown by fund is provided in Good Order. If no instructions are received, the Plan assets will be deposited into the Plan Asset Holding Account until a Plan level breakdown is received and in Good Order.

25. Definitions

A. "Business Day" means any day the New York Stock Exchange (NYSE) is open for regular trading.

A Business Day ends at 4:00 p.m. Eastern Time or, if earlier, the time that the NYSE closes trading, subject to the following paragraph.

Voya may make reasonable rules, which may be related to business convenience, governing the time of day after which instructions will be treated as received on the next Business Day, and Voya may make different rules for different kinds of instructions. Without limiting the comprehensive effect of the foregoing, any investment instruction after the earlier of 4:00 p.m. Eastern Time or the time that any Fund must value its assets and price its shares will be treated as received on the next Business Day.

B. "Good Order" means that instructions, data, and funds (if applicable) are complete, accurate, and in an acceptable format and received at the appropriate location, thereby avoiding the need for any research or discretionary judgment to be applied. Instructions received by telephone, fax, mail or acceptable electronic formats must be received in Good Order before the close of the NYSE, generally 4:00 p.m. Eastern Time, to qualify as current Business Day instructions. Any instructions or distribution requests deemed by Voya not to be in Good Order may be returned for correction and processed upon re-submission.

PLAN SERVICES AGREEMENT



RECITALS

WHEREAS, Client desires that Voya perform the Plan administration and record keeping services ("Services") as defined herein, with respect to the Plan;

WHEREAS, the fees for the Services to be provided, and the assumptions underlying such Services are set forth in this Agreement and attachments thereto;

WHEREAS, the Parties wish to set forth in this Agreement their respective obligations and responsibilities;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and subject to the terms and conditions set forth below, Client and Voya hereby agree as follows:

AGREEMENT

1.0 SERVICES

The Parties have reached agreement on the Services to be rendered by Voya, and such Services, based upon the assumptions contained therein are set forth in the "Service Profile" and "Description of Services", attached. The Fees for such Services are set forth in this Agreement and in Your Program Highlights and Fee Summary. The Parties may, from time to time, amend, supplement, or replace the "Service Profile" and "Description of Services", or any portion thereof, as provided in Section 6 of this Agreement.

2.0 CLIENT RESPONSIBILITIES

- 2.1 Provision of Participant Data.** Prior to the commencement of the Services and throughout the term of this Agreement, Client shall furnish or cause to be timely furnished to Voya all client information ("Client Information") and Participant data ("Participant Data"), in a format acceptable to Voya, necessary for Voya to perform the Services. Participant Data shall mean all records and information in electronic form needed to perform services pertaining to Participants, beneficiaries and alternate payees and their benefits under the Plan. Participant Data shall be supplied by Client, any agent of Client, including but not limited to, any prior recordkeeper, trustee, custodian, broker/dealer, insurance company, mutual fund company, third party administrator and any other entity that provided services to the Plan, Participants or created by Voya or its subcontractors in the course of providing the Services. Client Information shall mean any and all data or information that is owned or developed by or licensed to Client and that is supplied to Voya by Client. Client Information may be stored and processed by Voya at any location and on any equipment owned or controlled by Voya (or its subcontractor).
- 2.2 Plan Conversion Data.** With respect to existing Plans, Participant Data shall include minimum distribution information, year-to-date conversion data and the Plan's prior year-end valuation. The final valuation must be submitted to Voya no later than eight (8) weeks after all Plan records have been transferred from the prior recordkeeper. If this information is not timely supplied in a format acceptable to Voya, Voya may end this Agreement upon providing Client with one (1) week's advance written notice. Voya shall not be responsible for providing any Services hereunder until Client supplies an opening valuation in a format acceptable to Voya that reconciles all contributions to and benefit payments from the Plan.
- 2.3 Accuracy and Completeness of Participant Data.** Client shall be solely responsible for the accuracy and completeness of any such Client Information and Participant Data and shall promptly furnish or cause to be furnished accurate and complete Client Information and Participant Data to correct any inaccuracies or incompleteness with respect to Client Information and Participant Data previously provided to Voya. Client shall notify Voya in writing of any claimed error with respect to any Participant Data or report within thirty (30) days of discovering the claimed error. In no event will Voya be liable for correction of any such identified error to the extent that it resulted from erroneous Client Information or Participant Data. Voya will rely conclusively on any information provided by Client or Client's representative, and shall have no duty to inquire into and is not responsible for the authenticity or accuracy of such information or the actual authority of such person to provide it.
- 2.4 Duty to Provide Data on Ongoing Basis.** Client, as the Plan's administrator, shall furnish or cause to be furnished to Voya on an ongoing basis accurate, complete and timely information on all matters relating to: (i) the identity of employees as they become eligible to participate in the Plan, elect to participate in the Plan, and terminate from Client; and (ii) the operation of the Plan generally, that impact the Services provided hereunder. Where a test or other optional service requires additional information, Voya shall have no obligation to perform such test or service until Client provides the required information.

AGREEMENT (Continued)

- 2.5 Participating Employers.** Client represents, warrants and covenants to Voya that all participating employers in the Plan are listed in the Plan document, and that all participating Employers are treated as one employer for purposes of Section 414 of the Internal Revenue Code of 1986, as amended ("IRC" or the "Code").
- 2.6 Plan is Not a Multiple-Employer or Multi-Employer Plan.** Client represents, warrants, and covenants that the Plan is not a multiple-employer Plan described in IRC § 413 or a multi-employer Plan described in the Employee Retirement Income Security Act of 1974 ("ERISA") § 3(37) or IRC § 414(f). Client understands and acknowledges that Voya cannot provide record keeping services for either a multiple-employer Plan or a multi-employer Plan.
- 2.7 Selection of Investment Options.** Client shall be responsible for the selection of investment options under the Plan. Voya shall have no responsibility or discretion under the terms of this Agreement for the selection or oversight of any investment options that may be available for investment of assets held in trust under the terms of the Plan. Investment information or investment materials that may be provided by Voya to Client are not intended to constitute nor should they be construed as the provision of investment advice or investment recommendations by Voya with respect to any investment option that Client may consider making available for the investment of assets held in the trust. All investment options selected by Client are subject to Voya's Excessive Trading Policy.
- 2.8 Plan Qualification for 401 and 403(b) ERISA Plans.** Client represents that the Plan is an employee pension benefit Plan that has either through the adoption of a prototype Plan document, a volume submitter Plan, or as an individually designed Plan, received an opinion letter, an advisory letter or a favorable letter of determination from the Internal Revenue Service (the "IRS") that indicates that the Plan meets the requirements of Section 401(a) or 403(b) of the Code and other provisions of the Code applicable to such Plan. Client represents that a trust has been established for this Plan in compliance with ERISA § 403 and IRC § 401, and a fidelity bond has been secured as required by ERISA. Client will immediately notify Voya if the foregoing representation is not true. To the extent the Plan is not qualified, or enters into a transaction that is prohibited by ERISA, Client shall be responsible for preparation and correction of the Plan with the Internal Revenue Service and, if applicable, the Department of Labor. Voya shall be under no duty to question the measures taken by Client pursuant to this Section 2.8. To the extent Voya agrees to provide Services relating to the correction of such errors, Client shall pay Voya its reasonable expenses incurred as provided in Section 3.2(b).
- 2.9 Non-Governmental 457(b) Plans.** Client represents that the Plan is operated and designed as a "top hat" Plan and is established and maintained primarily for the benefit of select group of management and/or highly compensated employees. Client understands and acknowledges it is responsible for filing the necessary "Top Hat Statement" with the Pension and Welfare Benefits Administration within 120 days of adopting the Plan, where applicable, and communicating to all Participants that all assets contributed to the Plan must be owned and controlled by the Employer and subject to the Employer's creditors. You have responsibility for the overall Plan administration, including, as applicable, ensuring Participants who have separated from service have made a distribution election in the timeframe pursuant to the constructive receipt requirements of the Plan and Code. You acknowledge that You are responsible for providing the Company with any written distribution election form completed by the Participant no earlier than 30 days prior to the date the Participant has elected to receive distribution from the Plan.
- 2.10 403(b) Plans.** The Client acknowledges that Voya does not record keep Participants' 12/31/88 balances and therefore Voya will not include this balance when determining amounts available for hardship or non-emergency withdrawals.
- 2.11 Securities Filings.** Client is responsible for complying with all applicable securities laws. Without limiting the comprehensive effect of the preceding sentence, Voya will not file any information regarding Your Plan with the United States Securities and Exchange Commission or any State securities regulator. All reasonable requests of Voya for information in support of Client's preparation of a securities filing shall be fulfilled by Voya within thirty (30) days.

3.0 SERVICE STANDARDS AND ERROR CORRECTION

- 3.1 Service Standards.** Voya represents that (i) its Services shall conform in all material respects with the "Service Profile" and "Description of Services"; and that (ii) it will use due care in providing the Services. The Services shall conform to prevailing industry standards for comparable services.
- 3.2 Error Correction.**
- (a) Voya Error.** Voya's responsibility with respect to providing the Services is limited to correcting errors, within a reasonable time, which result from its computer system malfunctions, its staff errors or are otherwise caused by Voya's negligent acts. Voya shall make a good faith effort to correct any such error as soon as reasonably practicable after identification of the error when such correction is reasonably necessary and practical under the circumstances.
- (b) Client Error.** Voya will attempt to correct, at Client's expense, processing errors resulting from Client, or Client's representative, or otherwise caused by the negligent acts of Client; provided that Client promptly notifies Voya of such error and furnishes all data to Voya reasonably necessary to make such corrections. Client shall pay Voya its reasonable expenses incurred in making such corrections.

AGREEMENT (Continued)**4.0 COMPENSATION**

- 4.1 General.** In consideration for Voya's performance of the Services, Client agrees to pay Voya the Fees set forth in this Agreement, and in Your Program Highlights and Fee Summary. Voya's fees are separate from and in addition to any fees under any other agreement, including an investment advisory agreement.
- 4.2 Effective Date of Fees.** The Fees set forth in this Agreement, and in Your Program Highlights and Fee Summary, are effective as of the Effective Date of this Agreement. The Fees may be changed by Voya at any time by providing Client with at least sixty (60) days' advance written notice.
- 4.3 Record Keeping Fees.** Client will pay, or cause the Plan to pay Voya the fees stated in Your Plan Highlights and Fee Summary.
- 4.4 Payment of Fees.** Client represents and warrants that the Plan provides that fees for services rendered to the Plan shall be paid by the Plan from Plan assets unless voluntarily paid for by the Plan Sponsor on behalf of the Plan. If Client does not pay a fee within sixty (60) days from the date of the first invoice, Client instructs Voya to automatically charge all fees due and all future charges without further notice against the Plan.
- 4.5 Bankruptcy.** If Voya receives notice that Client is subject to a voluntary or involuntary bankruptcy liquidation, receivership, or rehabilitation proceeding, that notice is Client's instruction for Voya to collect all unpaid, accrued, and future service fees from Plan assets.
- 4.6 Plan Discontinuance.** If Voya receives notice of Client's Plan discontinuance, the notice will constitute an Instruction for Voya to collect all pending and future service fees from Plan assets.
- 4.7 Additional Services.** If Voya provides services in addition to those set forth in the "Service Profile" and "Description of Services", attached, Voya shall be entitled to be compensated in such amount as the Parties mutually agree in a written amendment to this Agreement. In addition, the charges under this Agreement do not include Voya's fees and expenses for any costs, including legal costs, associated with considering or responding to requests for documents, providing testimony, or participating in legal or regulatory proceedings as a result of the performance of the Services. Voya shall invoice Client separately for such reasonable fees and expenses.
- 4.8 Float.** Voya and its affiliated companies earn income in the form of bank service credits on contributions awaiting investment and on payments awaiting distribution from the bank accounts that Voya maintains (or "float"). The bank service credits are applied against the bank service fees that apply to the bank accounts that Voya maintains and may not be redeemed for cash. Specifically, the bank accounts have been established to receive and hold for a reasonable time:
- contributions or other amounts to be invested in Your Plan, or
 - amounts redeemed to pay a distribution or disbursement from Your Plan.
- Voya will receive income in the form of bank service credits (as described below) and offset such credits against bank service fees that are charged to Voya for the use of such bank accounts and for services provided by the banks for processing receipts or disbursements.
- Float Generated by Contributions.** Voya uses a bank account to receive and hold contributions or other Plan deposit amounts to be invested. Contributions or other deposit amounts are held until instructions from a Plan representative who has been authorized to provide direction to Voya ("Authorized Instructions") are received in Good Order. Income in the form of bank service credits are earned on the bank account during any waiting period for Authorized Instructions. For Authorized Instructions received in Good Order by the close of the New York Stock Exchange (normally 4:00 p.m. Eastern Time), contributions or other deposit amounts will be invested on that Business Day. For Authorized Instructions received in Good Order after the close of the New York Stock Exchange, contributions or other deposit amounts will be processed on the next Business Day.
- Float Generated by Distributions.** Voya and/or one or more of its corporate affiliates receives income in the form of bank service credits in connection with distributions or disbursements that Voya pays on the Plan's behalf. The service credits accrue during the period beginning when an amount is redeemed from the Plan's investment to fund a distribution or disbursement check and ending when the check is presented for payment.
- Additionally, from time to time, the corporate affiliate of Voya may receive money market like rates of return on other deposit or short term investment products in which distributions may be held until such time as the check is presented for payment.
- 4.9 Transaction Processing Errors.** Voya seeks to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. When a transaction processing error for which Voya is directly responsible occurs, Voya will attempt to correct the error as soon as reasonably practicable after identification of the error. Once all necessary information has been gathered, Voya will promptly take corrective action to put the Plan and its Participants in a position financially equivalent to the position they would have been in if the Voya processing error had not occurred.

AGREEMENT (Continued)

Voya processes Your Plan's investment instructions on an "omnibus" or aggregated basis. If Voya's correction of a Voya processing error results in a loss to Your Plan or its Participants, Voya will absorb the loss. If any gain results in connection with the correction of a Voya processing error, Voya will net any such gain against other losses absorbed by Voya and retain any resulting net gain as a component of its compensation for transaction processing services, including its agreement to make Plan and Participant accounts whole for losses resulting from Voya processing errors. For more information on Voya's error correction policy, please refer to attached Voya Retirement Insurance and Annuity Company's Policy for Correction of Processing Errors ("VRIAC Policy"). The VRIAC Policy and any updates to the VRIAC Policy is posted in the Sponsor Disclosure section of Plan Sponsor Website. With respect to Voya processing errors described in this Agreement, Voya Institutional Plan Services, LLC adheres to the VRIAC Policy.

- 4.10 Revenue Sharing.** Client acknowledges and agrees that to the extent former or current affiliates of Voya perform services for the Plan, such affiliate may share any revenue received with Voya or may credit Voya for such revenue against amounts due from Voya to such affiliate. Such revenue sharing may include, but it is not limited to, revenue sharing in connection with investment management, brokerage or trustee/custodial services.

- 4.11 Other Compensation.** Voya and its broker-dealer affiliate, Voya Financial Partners, LLC (VFP), have entered into contracts with certain investment funds and fund service providers (the "Funds") pursuant to which such Funds may compensate Voya and VFP for administrative and sub-transfer agency functions calculated with reference to the aggregate assets of the Plans of Voya's clients under management by such Funds and/or on a per-Participant basis investing in the Funds. In addition to the direct fees set forth in Your Program Highlights and Fee Summary, Voya's compensation shall include an additional fee equal to the amounts paid by the Funds. Any amounts payable by the Funds shall be paid directly to Voya.

Arrangements under which such compensation is paid may include fees paid to VFP under a Fund's 12b-1 distribution Plan, and/or service or sub-transfer agent arrangements paid to Voya.

Voya reserves the right to modify the fees stated in Your Program Highlights and Fee Summary, to the extent that fees payable from the Funds cease or are modified other than as a result of changes in Participant investment allocations. Client hereby represents and warrants to Voya that either Client, or another fiduciary independent of Voya, have (i) made the decision on behalf of the Plan to invest in the investment funds listed in Your Program Highlights and Fee Summary or to offer the investment funds as investment options under the Plan, as the case may be, and (ii) been fully informed of, and approved of, such fee arrangement prior to making such investment decision.

- 4.12 Permitted Investment Disclosure.** When Client signs this Agreement, or signs any amendment to this Agreement which further describes or changes Voya's compensation under the Agreement, this serves as a confirmation that Client has received the information contained in this Agreement or amendment, as applicable, and that Client approves of the use of the Permitted Investments along with any compensation to Voya and its affiliates that results from purchases of the Permitted Investments. For purposes of this Section, "Permitted Investments" include those Funds set forth in Your Program Highlights and Fee Summary, and any Participant loan(s).

- 4.13 Affiliated Investment Options.** Investment options available under this arrangement include both affiliated and unaffiliated investment options. Affiliated investment options are (i) investment options managed by Voya Investment Management LLC or other Voya affiliates, which may or may not be sub-advised by a Voya affiliate; and (ii) funds managed by a Voya affiliate but that are sub-advised by unaffiliated third parties.

Client acknowledges that Voya may take the investment management and other revenue earned from affiliated investment options and retained by Voya's affiliates into consideration in setting the fees outlined in Your Program Highlights and Fee Summary. Client also acknowledges that Voya, the Voya affiliates and Voya employees (including wholesaling employees) will earn more compensation when Voya-managed investment options are selected. Voya affiliates and Voya employees (including wholesaling employees) will earn more compensation if Plan assets are invested in the Morningstar Wealth Management and Morningstar Wealth Management Tax Sensitive Model Portfolio Programs.

- 4.14 Service Fees.** Client acknowledges and agrees that to the extent a registered broker dealer has been appointed by the Plan, Voya may pay annual service fee compensation to the broker dealer. In turn, such compensation, or some portion thereof, may be paid by the broker dealer to its registered representative. Client further acknowledges and agrees that (i) such service representative shall not serve in the capacity of broker of record to the Plan until or unless duly designated as such by Client on behalf of the Plan and (ii) neither the broker dealer nor such service representative is a fiduciary (within the meaning of Section 3(21)(A) of ERISA) with respect to the Plan.

5.0 TERM AND TERMINATION

- 5.1 Initial Term; Continuation.** Upon execution by both Parties, this Agreement shall commence effective as of the date signed by Client (the "Effective Date") and shall remain in effect until it is terminated pursuant to this Section 5.

- (a) Without Cause.** Either Party may terminate this Agreement at any time without cause by giving at least ninety (90) days prior written notice of such termination to the other Party.

AGREEMENT (Continued)

(b) With Cause. Either Party may terminate this Agreement at any time (i) for cause upon the breach of any material obligation or responsibility by the other Party which breach shall remain uncured for ninety (90) days after written notice thereof has been provided to the breaching Party by the other Party, or (ii) immediately and without the necessity for notice, upon the bankruptcy, insolvency or similar filing or event by or against the other Party.

5.2 Cooperation with Transfer. In the event of any termination of this Agreement, Voya shall cooperate with Client in the transfer of Voya's obligations hereunder to a replacement service provider ("Discontinuance"). Voya shall prepare and transfer records in Voya's format, which may include electronic form, to the Client or the Client's designee. Voya will charge the Discontinuance fee specified in Your Program Highlights and Fee Summary. If Client does not pay the Discontinuance fee within fifteen (15) calendar days of Client's request to end this Agreement, Client hereby instructs Voya to collect this fee from Plan assets before the distribution of the Plan assets.

6.0 AMENDMENTS TO THIS AGREEMENT

Voya may amend this Agreement at any time by providing Client with sixty (60) days advance written notice, subject to Section 4 relating to changes in fees.

7.0 CLIENT DIRECTIONS

7.1 Plan Sponsor Website Access. If Voya issues to Client, or to any representative designated by Client, user names, passwords or similar unique identifiers in order for Voya to verify the authenticity of certain transmissions of information, including directions or instructions, from Client or Client's representative, then Voya shall be entitled to rely upon any and all transmissions of information under such password(s) or other unique identifier, and Client shall indemnify and hold harmless Voya from any and all liability arising from any act or omission by Voya in reliance upon transmissions of information under the proper password or other unique identifier, including but not limited to communications purporting to be directions or instructions which Voya reasonably believes to originate from Client or its authorized representative.

7.2 Access Authorization. Client agrees that the authorized Plan Sponsor Representative (the "PSR") will manage and control Client's user access to Plan and Participant electronic information available via Voya's Plan sponsor Website ("Plan Sponsor Website"). The PSR will have the ability to assign access levels and permissions for other individual users within Client's organization. Client acknowledges and agrees that the PSR, and not Voya, is responsible for monitoring the activities of each authorized user and managing the permissions assigned to each user. Client shall notify Voya immediately in the event of any unauthorized access or use of the Plan Sponsor Website, or of any password or account, or any other known or suspected breach of security in connection with the Plan Sponsor Website. Client's use of the Plan Sponsor Website will be subject to the "Terms of Use" posted on such Website, which may be changed or updated by Voya at any time.

7.3 Plan Participant Account Information. Client acknowledges the sensitive and confidential nature of Plan Participant account information that may be accessed through the Plan Sponsor Website. Client agrees to safeguard against the unauthorized or inappropriate use or disclosure of Participant account information accessed through the Plan Sponsor Website. Client shall instruct individuals who may gain access or have access to such Participant account information to utilize such access solely for the administration or operation of the Plan. Such data may not be copied, shared, discussed or otherwise disclosed, through any medium or with any person, except to the extent necessary to carry out Plan administration responsibilities.

Client agrees to defend, indemnify and hold harmless Voya against any and all liabilities, losses, costs, damages and expenses, specifically including, but not limited to, attorney's fees and related costs, which may in any way arise or result from or relate to Client's breach of its obligations under this Section 7. This Section 7.3 shall survive the termination of this Agreement.

7.4 Claims Relating to Internet Usage. Each Party warrants that the transmission, distribution, display, performance or publication of any material delivered by or through it in the manner contemplated by this Agreement will not violate the copyright laws of the United States or any other jurisdiction, unlawfully infringe or interfere in any way with the intellectual property or rights of another, or contain libelous or indecent matter. Each Party will indemnify and defend the other Party from any and all losses arising out of, under or in connection with any third party claims relating to (i) content, provided by or through such indemnifying Party, whether of an editorial, advertising or other nature, including but not limited to, claims related to copyright, infringement, libel, indecency, false light, misrepresentation, invasion of privacy or image or personality rights, and (ii) statements or other materials made or made available by readers of the content or by persons to whom the content is linked at the request of such indemnitor.

7.5 Confirmations. With the exception of confirmations concerning contributions and loan repayments, Client designates each Participant of the Plan to receive immediate confirmation of all other transactions with respect to such Participant.

8.0 LIABILITY

8.1 Insurance. Voya shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercially reasonable insurance coverage.

AGREEMENT (Continued)

- 8.2 Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHICH MAY ARISE FROM THE PERFORMANCE, NON-PERFORMANCE, BREACH OF WARRANTY, DEFAULT OR OTHER BREACH OF THIS AGREEMENT.
- 8.3 Damages.** Subject to Section 9.2, Voya's aggregate liability for any and all claims, whether based on performance, non-performance, breach of contract or warranty, events of default, tort, strict liability or otherwise, shall be limited to direct damages attributable hereunder to the conduct of Voya. If Client properly terminates this Agreement due to Voya's material breach as provided in Section 5, Client's direct damages under this Section may include the out-of-pocket costs incurred in securing a replacement contractor, or transferring the functions back to Client, but such damages shall not include any ongoing costs of providing such replacement Services. Neither Party shall be liable to the other for damages of any type (other than late payment charges) with respect to any non-performance, breach or default which is cured during the applicable cure period described in Section 5.
- 8.4 Force Majeure.** Except for payment obligations hereunder, a Party's failure to perform any of its obligations under this Agreement shall be excused if and to the extent such failure arises out of causes beyond the reasonable control of the non-performing Party. Such causes may include, but are not restricted to, (i) acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, acts of terrorism or war, fires or other loss of facilities, floods, epidemics, quarantine restrictions, strikes, freight embargoes, failure of a common carrier, breach of contract by suppliers or others, computer downtime, telephone system outage, delays or failures of access involving the Internet, World Wide Web or similar services including network traffic and configuration problems therewith, or unusually severe weather, labor disputes, and call demand in excess of telephone capacity or operator capacity and similar occurrences; or (ii) the acts or omissions of the other Party, including in the case of Voya, its reliance upon Client directions or information, data documents or instruments provided by Client or any Participant, provided, however, that in every such case the failure to perform must be beyond the reasonable control of the non-performing Party.

9.0 INDEMNIFICATION

- 9.1 Client's Indemnity of Voya.** Client shall be responsible for any and all liability, claims, damages, costs and expenses (including without limitation court costs and reasonable attorneys' fees) (collectively, "Losses"), and shall defend, indemnify, and hold Voya harmless from and against any and all Participant or third-party actions, suits, proceedings, claims or liability, arising from the performance or non-performance of this Agreement, including but not limited to (i) Client's negligence or willful misconduct, (ii) Voya's performance of its obligations and provision of the Services pursuant to this Agreement and applicable law, or any Client direction, and (iii) any act or omission of Client, any Plan or any fiduciary, trustee, Plan committee or any other service provider to a Plan that is unrelated to Voya, except to the extent that any such Loss arises out of or results from Voya's negligence, willful misconduct, bad faith or error in performing or not performing this Agreement. Voya shall have an obligation to take all reasonable steps to mitigate any Losses. In the event that Voya refuses or fails to take action to do so and such refusal or failure is unreasonable, Client shall be relieved of its responsibility to indemnify Voya hereunder.
- 9.2 Voya's Indemnity of Client.** Voya shall indemnify and hold Client harmless from and against any and all Participant or third-party actions, suits, proceedings, claims or liability, directly arising from Voya's negligence, willful misconduct or bad faith in the performance or non-performance of the Services, or Voya's violation of applicable law. Client shall have an obligation to take all reasonable steps to mitigate any Losses. In the event that Client refuses or fails to take action to do so and such refusal or failure is unreasonable, Voya shall be relieved of its responsibility to indemnify Client hereunder.
- 9.3 Compliance with Client Directions.** Notwithstanding anything to the contrary contained in Section 9.1 above, Client agrees that it shall be responsible for any and all Losses arising from Voya's performance (or non-performance) in accordance with this Agreement or any Client direction, unless such losses are due to Voya's negligence, willful misconduct or bad faith.
- 9.4 Liability for Plan Obligations.** Client or the Plan shall remain solely liable for all obligations and benefits payable under the terms of the Plan and applicable law.
- 9.5 Participation in Defense.** A Party may participate at its expense in the defense of any action or claim which may be asserted against it and for which such Party seeks indemnity pursuant to the provisions of this Section, or such indemnified Party may assume the defense of such claim or action, including the right to settle or compromise any claim against it without the consent of the indemnifying Party, provided that in doing so it shall be deemed to have waived its right to indemnification except in cases where the indemnifying Party has declined to defend the claim. Otherwise, the indemnifying Party shall have exclusive authority to control the defense, conduct settlement negotiations and may settle an action, suit, proceeding or any matter for which indemnification is sought, without the indemnified Party's consent; provided, however that such settlement includes a release of the indemnified Party with respect to the matter for which indemnification is sought.
- 9.6 Errors of Other Service Providers.** Voya shall bear no obligation or responsibility for Losses caused by, arising from or related to any act or omission including, but not limited to, errors, mistakes, willful misconduct, bad faith, fraud, negligent acts or omissions of any unrelated trustee, custodian, broker/dealer, insurance company, mutual fund company, third party administrator, prior recordkeeper or any other entity that provides, or has provided, services to the Plan.

AGREEMENT (Continued)**10.0 CONFIDENTIAL INFORMATION**

- 10.1 Confidential Information.** Either Party may disclose ("Disclosing Party") Confidential Information (as defined below) to the other Party ("Non-Disclosing Party") in connection with this Agreement. Such disclosure may include, but is not limited to, Employer making available to Voya certain employee information in such form as is mutually acceptable to the Parties. "Confidential Information" means and includes any and all information the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure the Non-Disclosing Party should know that it is treated as confidential by the Disclosing Party, and shall include the Standard Tools as described in Section 11.2. Subject to the foregoing sentence, Confidential Information may include, but is not limited to, the following: (i) non-public information concerning the Disclosing Party, its affiliates and their respective businesses, products, processes and services, including technical, marketing, agents, customer, financial, personnel, and planning information, (ii) information of individuals, including financial, health and personal information, (iii) trade secrets, and (iv) any other information that is marked confidential. Except with respect to personally identifiable information, which shall be treated as Confidential Information under all circumstances, Confidential Information will not include (A) information lawfully obtained or created by the Non-Disclosing Party independently of the Disclosing Party's Confidential Information and without breach of any obligation of confidence, or (B) information that enters the public domain without breach of any obligation of confidence. All Confidential Information shall remain the property of the Disclosing Party. All Confidential Information is provided "AS-IS" and without any warranty, express, implied or otherwise, regarding the completeness, accuracy or performance of such Confidential Information.
- 10.2 Use and Disclosure of Confidential Information.** The Non-Disclosing Party agrees that it will (i) disclose the Disclosing Party's Confidential Information only to its employees, agents, advisors, third party service providers, consultants and contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Agreement, and (ii) use the Disclosing Party's Confidential Information only for the purposes of performing its obligations under this Agreement. The Non-Disclosing Party will use all reasonable care in handling and securing the Disclosing Party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. These confidentiality obligations will not restrict any disclosure of Confidential Information by order of a court or any governmental agency, provided that the Non-Disclosing Party shall cooperate in all reasonable respects with the Disclosing Party in seeking to prevent or limit disclosure and shall limit any such disclosure to the information actually required to be disclosed.
- 10.3 Period of Confidentiality.** The restrictions on use, disclosure and reproduction of Confidential Information set forth in this Section 10 will, with respect to personally identifiable information and Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three (3) years following the termination of this Agreement.
- 10.4 Injunctive Relief.** The Parties agree that the breach, or threatened breach, of any of the confidentiality provisions of this Agreement may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, the Disclosing Party will be entitled to injunctive relief to prevent the Non-Disclosing Party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 10 will limit any other remedy available to either Party.
- 10.5 Security Standards.** Client agrees that it shall comply with Voya's minimum information security standards ("Security Standards") as needed to enable Voya to perform the Services. The Security Standards include, but are not limited to, controls and practices designed to safeguard Participant accounts from potentially fraudulent activity. The current Security Standards have been received by Client prior to the Effective Date and will thereafter be provided to Client upon reasonable request. Voya may revise the Security Standards as it deems appropriate and shall use its best efforts to provide Client with a copy of any such revision at least ninety (90) days prior to implementation of the resulting changes on the Voya System. Notwithstanding any other provision of this Agreement, Client's failure to comply with the Security Standards shall relieve Voya of all liability for any Losses (as defined in Section 9.1) arising from such failure.

11.0 RIGHTS IN DELIVERABLES AND INTELLECTUAL PROPERTY

- 11.1 Deliverables.** Subject to the limitations set forth in this Agreement, Client shall have the right to use and reproduce, for its internal business purposes, the reports, records, documents, and other materials developed by Voya for Client pursuant to this Agreement.
- 11.2 Intellectual Property.** Notwithstanding the foregoing, all of Voya's assets and technology developed prior to, or independently from, the performance of Services under this Agreement and used by Voya in the performance of its business and which do not contain, and are not derived from, Client's Confidential Information, which may include, without limitation, Voya's software, upgrades and enhancements to software, written materials, tools, screen formats and designs, techniques, interactive design techniques, methodologies, report formats, interactive design formats, systems, and

AGREEMENT (Continued)

materials and know how (collectively "Standard Tools"), and Voya's property rights, proprietary interest, copyright and/or license therein, together with Voya's intellectual property rights, shall remain the property of Voya, and, except as expressly set forth in this Section 11.2, nothing contained in this Agreement shall confer to Client any right, title or interest in the Standard Tools. If any Standard Tools are used or incorporated into any deliverables produced by Voya in its performance of the Services hereunder, Voya hereby grants to Client a limited, perpetual, non-exclusive, worldwide, royalty-free, paid-up license to use, display, copy and modify such Standard Tools solely as necessary to use the associated deliverable for its intended purpose and solely under the terms of this Agreement.

12.0 COMPLIANCE WITH LAW

- 12.1 Filing of Tax Returns and Form 5500.** If the Plan is required to file a Form 5500, although Voya may provide data used in such returns, forms or information, Voya shall not be responsible for the filing of any federal, state or local tax return, forms or information on behalf of Client or any Plan.
- 12.2 Plan Sponsor Required Fee Disclosure.** Client acknowledges that Voya has disclosed in writing, to the best of Voya's knowledge, the information required to be provided to Client by 29 CFR § 2550.408b-2(c) (the "DOL Plan Sponsor Fee Disclosure Regulation"), in order for Client to conclude that Voya's compensation constitutes "reasonable compensation" under ERISA. Voya hereby represents that, prior to the date hereof, all such information was provided to Client, including, if applicable, fund prospectuses.
- 12.3 Additional Information.** Voya shall disclose to Client all information related to this Agreement and the Services, including any compensation or fees received thereunder, that is requested by Client or by the administrator of any Plan in order to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.

13.0 SUBCONTRACTING AND ASSIGNMENT

- 13.1 Subcontracting.** Voya may enter into one or more subcontracts in connection with the performance of the Services under this Agreement. Voya shall remain responsible for the performance of any subcontractor.
- 13.2 Assignment.** Voya may assign any of its rights under this Agreement without the prior written consent of Client.
- 13.3 Information for Unrelated Financial Services.** Voya may use information You or Your Participants furnish to contact them concerning unrelated financial-services products and services offered by Voya and/or its affiliates. You have no obligation concerning those products or services.

14.0 NOTICES

All notices, requests, demands and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given on the earlier of the day of delivery by hand or telephonic facsimile (duly receipted), or the day after sending by recognized overnight courier service or five (5) Business Days after mailing, certified or registered mail, return receipt requested, or electronically in each case to the Party for whom intended at the address specified in this Section.

If to Voya:

Voya Retirement Insurance and Annuity Company

One Orange Way, C2N

Windsor, CT 06095

Attn: Legal Department

If to Client, Notice will be sent to the Plan Sponsor address on file.

15.0 REPRESENTATIONS

- 15.1 Corporate Authority and Due Execution.** Each Party represents that (i) it has the power and authority to execute, deliver and perform this Agreement and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of its members, and (ii) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms.

16.0 RELATIONSHIP OF THE PARTIES

- 16.1 General.** The relationship between the Parties is that of independent contractors. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the Parties or the partners, officers, members or employees of the other Party by virtue of either this Agreement or actions taken pursuant to this Agreement.
- 16.2 Fiduciary Status.** Client and Voya agree that neither Voya nor any of its affiliates shall be a fiduciary, in connection with the Services provided hereunder, within the meaning of ERISA, the Investment Advisers Act of 1940, or any state law, with respect to any Plan. Voya and its affiliates shall not have any discretion with respect to the management or administration of any Plan or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any

AGREEMENT (Continued)

Participant in any Plan to benefits under such Plan. Voya and its affiliates also shall not have any control or authority with respect to any assets of any Plan, including the investment or disposition thereof. Client acknowledges that the Plan's authorized fiduciary is responsible for the selection of service providers and investment options and that (i) it is a fiduciary, within the meaning of ERISA, with respect to the Plan; (ii) it is independent in all respects of Voya and all affiliates of Voya; and (iii) it has not relied on any advice or recommendation of Voya or any affiliates of Voya as a primary basis for making the decision to enter into this Agreement or with respect to the selection of particular investment options. Client acknowledges that to the extent mutual funds are made available as investment options under the Plan, there may be one or more classes of shares with respect to each mutual fund and each class of shares may have different rules, requirements and expense ratios and Client has made the determination that the class of shares chosen for any Plan is the appropriate class and is suitable for such Plan. All discretion and control with respect to the terms, administration or assets of any Plan shall remain with Client or with the named fiduciaries under such Plan.

- 16.3 No Tax or Legal Advice.** Client acknowledges and understands that in the course of providing Services under this Agreement, Voya shall not provide tax or legal advice to Client, the Plan or its Participants.

17.0 GENERAL PROVISIONS

- 17.1 No Waiver.** A Party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto shall not be construed to be a waiver of such provision or right, nor to affect the validity of this Agreement. The exercise or non-exercise by a Party of any right under the terms or covenants herein shall not preclude or prejudice the subsequent exercise of the same or other rights under this Agreement.
- 17.2 Severability.** The terms and provisions of this Agreement shall be severable. If any term or provision is held to be invalid or unenforceable, that term or provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions shall continue in full force and effect.
- 17.3 Entire Agreement.** Subject to the terms and conditions hereof: (i) this Agreement together with its exhibits, schedules, and attachments contains the entire understanding of the Parties with respect to the provision of the Services; (ii) there are no expectations, restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein; and (iii) this Agreement supersedes all prior agreements and understandings between the Parties with respect to the Services.
- 17.4 No Third Party Beneficiaries.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. It is not intended to create a benefit to any third parties.
- 17.5 Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Connecticut, without regard to the conflict of laws provisions thereof, except that when federal law exists on substantive matters requiring construction under this Agreement, such federal law shall apply in lieu of state law but only to the extent required by applicable federal laws, including without limitation ERISA.
- 17.6 Survival of Obligations.** The Parties' respective obligations under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, those contained in the Sections entitled Compensation, Confidential Information, and Indemnification shall survive the termination or expiration of this Agreement.
- 17.7 Headings and Captions.** All headings and captions contained in this Agreement are for convenience of reference only and shall not affect in any way the interpretation or meaning of this Agreement.
- 17.8 Pronouns.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

VRIAC'S POLICY FOR CORRECTION OF INADVERTENT PROCESSING ERRORS

As Your Plan's administrative service provider, Voya Retirement Insurance and Annuity Company ("VRIAC") has agreed to process transaction orders received in Good Order prior to market close from the Plan and Plan Participants, alternate payees and beneficiaries (collectively, "Participants") accurately and on a timely basis. We seek to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. Inadvertent processing errors are exclusively defined as incorrect or untimely processing by VRIAC employees of transactions that are received in Good Order. Inadvertent processing errors do not include errors made by Plan sponsors or third parties.

VRIAC will correct any identified inadvertent processing error caused by VRIAC (a "VRIAC inadvertent processing error") as soon as practicable, typically no later than five (5) Business Days after VRIAC has identified sufficient information to correct the error. VRIAC represents that in no event will VRIAC exercise discretionary authority or control over the correction of inadvertent processing errors in order to maximize gain or correct such error for VRIAC's own benefit or interest.

Once a VRIAC inadvertent processing error has been identified, we promptly take corrective action to put the Plan and its Participants in a position financially equivalent to the position they would have been in if the processing error had not occurred. This means that VRIAC will make the Plan whole for any loss to a Plan resulting from correcting a VRIAC processing error. If any gain to a Plan results in connection with a corrected transaction, VRIAC will keep that gain. The following examples illustrate the effect of the policy:

When a Plan Participant directs that a certain dollar amount be contributed to his or her Plan account, VRIAC credits the number of investment units that dollar amount will purchase to the Participant's account on Day 1, the day the contribution is processed.

The number of units is based on the unit's dollar value on Day 1, as set by the investment fund and communicated to VRIAC after market close. If an inadvertent error occurs, and VRIAC does not process the contribution until Day 2, VRIAC will determine the number of units that should have been credited on Day 1, using Day 1's unit price. If, on Day 2, the unit price has gone up, the dollar amount of the contribution will not be enough to cover the number of units the Participant should have received. VRIAC will make up the difference such that the Participant receives the number of units he or she would have received on Day 1 and VRIAC will absorb the loss. The Participant is not charged for any additional cost.

However, if, on Day 2, the unit price has gone down, the amount of the contribution would purchase more units on Day 2 than it would have purchased on Day 1. In that circumstance, the Participant will receive the number of units he or she would have received on Day 1 had the transaction been processed and VRIAC will keep the excess as part of its overall fee for services under the contract.

Regardless of whether there is a gain or a loss, the Participant receives the benefit of what he or she requested.

When a Plan Participant makes a withdrawal request of a certain dollar amount from his or her account, VRIAC liquidates or sells the number of investment units needed in order to make the distribution. Thus, on Day 1, VRIAC typically would sell or liquidate investment units in the Participant's investment fund at Day 1's price to make the distribution. If, due to a VRIAC inadvertent processing error, VRIAC processes the instructions a day late, VRIAC will make sure that the Participant receives the dollar amount he/she requested. VRIAC will sell or liquidate the same number of units that would have been sold on Day 1 had the transaction been accomplished on Day 1. If the unit price has declined, liquidated units will have a lower value on Day 2 than they had on Day 1, which means that VRIAC must make up the difference so that the Participant receives the requested amount in full. In doing so, VRIAC will incur a loss, which it absorbs. On the other hand, if the market has gone up and the units have increased in value, VRIAC will sell the same number of units as it would have sold on Day 1, but the sales amount will be higher than the requested withdrawal. VRIAC will keep the excess as part of its overall fee. In either circumstance, the Participant receives the benefit of what he or she requested and bears no additional cost.

VRIAC tracks the net financial experience of VRIAC's Correction Account and the effect of the corrections for each affected Plan on an annual basis and will make that information available in accordance with ERISA Section 408(b)(2). Any gains kept by VRIAC constitutes additional compensation for the services provided by VRIAC under its contract and VRIAC will report it in accordance with ERISA Section 408(b)(2).

By executing an administrative services agreement with VRIAC, You are authorizing VRIAC's application of the error correction policy as described above to Your Plan in connection with the Plan administrative services that VRIAC will provide. You have the right to terminate VRIAC's services in accordance with the terms of the administrative services agreement.

VOYA EMPLOYER'S ROLLOVER

Traditional IRA and/or ROTH IRA

Automatic Rollover/Mandatory Distribution Agreement

If you elect Voya's Automatic Rollover product, the following terms and conditions shall apply:

Representations

1. Plan Sponsor maintains a qualified retirement Plan that contains a provision for the automatic rollover of mandatory distributions pursuant to Section 401(a)(31)(B) of the Internal Revenue Code (Code). The Plan's automatic rollover provision requires a terminated employee's vested accrued account balance of more than \$1,000 but not more than \$5,000 except as otherwise permitted under the Code and adopted by the Plan (the "Mandatory Distribution") to be automatically rolled over to an Individual Retirement Account or Annuity (IRA) under certain circumstances. Except for Plan assets that are considered "Roth" amounts, such amounts would be rolled over to a "traditional" IRA. The Plan also permits the automatic rollover of a Mandatory Distribution of Roth amounts held under the Plan to a separate Roth IRA.
2. Plan Sponsor will only direct the rollover of a Mandatory Distribution after providing the terminated employee with a written notification explaining the Participant's right to receive the amount in question or to have it transferred directly to an eligible retirement Plan and, absent an affirmative election from the Participant, the Plan Sponsor will automatically rollover the amount into a traditional IRA or Roth IRA.
3. Voya Retirement Insurance and Annuity Company (VRIAC) offers the Voya Employer's Rollover IRA product for use with Mandatory Distribution rollover contributions under Code Section 401(a)(31)(B) for traditional IRA and Roth amounts held under the Plan. VRIAC is an insurance company properly authorized to issue the Voya Employer's Rollover IRA product and the individual Certificates of Coverage under a group custodial annuity contract (individual contracts for Oregon residents) thereunder pursuant to IRC Section 408A. Except for Oregon residents, VRIAC's affiliate, Voya Institutional Trust Company, holds the group annuity contract as Custodian. Voya Institutional Trust Company is eligible to serve as Custodian of the traditional IRA and Roth IRA pursuant to Code Section 408(n).
4. VRIAC will not accept a combined Mandatory Distribution of \$1,000 or less from the Plan into the Voya Employer's Rollover traditional IRA or Roth IRA. The actual amount of the Mandatory Distribution to be rolled over into the Voya Employer's Rollover traditional IRA or Roth IRA will be determined as of the date the transaction is processed subject to any applicable adjustments.
5. Amounts rolled over into the Voya Employer's Rollover traditional IRA or Roth IRA will be invested solely in VRIAC's Fixed Account and credited interest at rates determined by VRIAC. The annual rate will be at least 1% per year. The Fixed Account is designed to preserve principal and provide a reasonable rate of return consistent with liquidity and shall seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product by the individual retirement Plan.
6. An Individual Account Establishment Fee of \$20 will be deducted from each Voya Employer's Rollover IRA Certificate/Contract when it is established. An Individual Account Maintenance Fee of \$20 will be deducted from each Voya Employer's Rollover IRA Certificate/Contract each year and upon a full withdrawal. These fees will apply separately to each traditional IRA and Roth IRA established for the Certificate/Contract Holder. The fees and expenses associated with the Voya Employer's Rollover IRA shall not exceed the fees and expenses charged by VRIAC for comparable individual retirement Plans established for reasons other than the receipt of a rollover distribution subject to the provisions of Code Section 401(a)(31)(B).
7. A Certificate of Coverage/Contract will be sent to each person for whom a traditional IRA and/or Roth IRA is established. The Certificate/Contract Holder will have the right to enforce the terms of this contractual agreement establishing the Voya Employer's Rollover IRA or Roth IRA against VRIAC and Voya Institutional Trust Company as applicable).

Authorization, Acknowledgement and Certification

Plan Sponsor authorizes and directs VRIAC to roll over the Mandatory Distribution amount attributable to each terminated employee described on the reports submitted electronically to VRIAC (and any list(s) submitted to VRIAC in the future pursuant to this Automatic Rollover/Mandatory Distribution Agreement) with a combined traditional or Roth vested balance of more than \$1,000 from the Plan into the Voya Employer's Rollover traditional IRA or Roth IRA as applicable.

Plan Sponsor authorizes VRIAC to issue a Voya Employer's Rollover traditional IRA or Roth IRA Certificate/Contract to each such terminated Participant.

Plan Sponsor, to the best of its knowledge, certifies the accuracy of, and acknowledges that VRIAC, Voya Institutional Trust Company (as applicable) and their affiliates will rely exclusively on, the information provided by the Plan Sponsor including the terminated employee's name, social security number, date of birth and last known good address.

Plan Sponsor certifies that the Mandatory Distribution(s) rolled over into the Voya Employer's Rollover traditional IRA or Roth IRA pursuant to this agreement does not exceed the maximum amount permissible under Section 401(a)(31)(B) of the Code or the Plan and that affected persons have been provided prior written notice of this pending rollover, including the fees that will be deducted from the traditional or Roth IRA. To the extent that the Mandatory Distribution includes Roth amounts, the Plan Sponsor certifies that the Plan document or the Plan's administrative policy permits the aggregation of the Roth and non-Roth amounts for purposes of the minimum Voya Employer's Rollover IRA contribution of greater than \$1,000.

Plan Sponsor agrees to hold VRIAC, Voya Institutional Trust Company (as applicable) and their affiliates harmless from any claim or action that may arise from establishing the Voya Employer's Rollover IRA or Roth IRA described above.

SECURITY STANDARDS

This document contains the minimum information security standards relevant to the recordkeeping and related administrative services provided by Voya Institutional Plan Services, LLC and Voya Retirement Insurance and Annuity Company, (collectively, "Voya") pursuant to its Administrative Services Agreement or Plan Services Agreement with you ("Agreement"). The standards may be revised from time to time and will become applicable as provided under the terms of this Agreement.

Minimum Information Security Standards

External SSO Access Standard

Plan sponsors that have external benefit sites for their plan participants and currently have (or plan to implement) single sign-on (SSO) access to their Voya accounts must meet certain minimum security standards. These measures are required to safeguard the participant's account from potentially fraudulent activity.

The minimum security standard is the use of a secure username and password in combination with approved multi-factor authentication (MFA) methods for individuals accessing the Voya portal from an external network.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the date signed by the Employer below.

VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY

Name Melissa M. McAuliffe Title Vice President, Operations

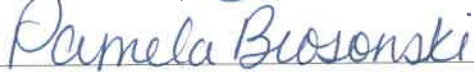
Signature 

PLAN SPONSOR (SIGNATURE REQUIRED OF THE PERSON WHO CAN SIGN ON BEHALF OF THE EMPLOYER AS A PARTY TO THIS AGREEMENT)

Plan Sponsor/Trustee Name (Please print.) Joe Van Zile

Signature  Date 12/18/19

Plan Sponsor/Trustee Name (Please print.) Pamela Brosonski

Signature  Date 12/18/19

Plan Sponsor/Trustee Name (Please print.) Susan Dauderis

Signature  Date 12/18/19

ADDITIONAL AUTHORIZED SIGNATURES (Only signatures that appear in this document will be permitted to sign on behalf of the Plan.)

Authorized Plan Sponsor Representative Name (Please print.) Nadine Ohlinger
(Not authorized to make Plan design/fund changes to Plan.)

Signature  Date 12/18/19



Voya Framework
v.1534813 - SF:00355995
None/0/000/0/468FBG/T54E5/4454
Expires:
Submitted Date:
BG: 3
177341 3044917.C.S-1 ©2018 Voya Services Company. All rights reserved. CN1010-37697-1118D

PLAN | INVEST | PROTECT

Voya.com



IRC SECTION 401(a) TRUST AGREEMENT- NON-ERISA PLAN

THIS TRUST AGREEMENT (the "Agreement"), effective as of the 11 day of December , 2019 between City of Clermont (the "Employer") in its capacity employer and as the party authorized and responsible under state or local law for maintaining the CM 401A Plan (the "Plan") and Voya Institutional Trust Company (the "Trustee").

WITNESSETH:

WHEREAS, the Employer has adopted and maintains the Plan in accordance with the requirements of state law and Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

WHEREAS, the Employer has established or desires to establish a trust constituting a part of the Plan, pursuant to which assets are held to provide for the funding of and payment of benefits under the Plan; and

WHEREAS, the Employer has the power and authority to manage and control the assets of the Plan; and

WHEREAS, the Employer has engaged an affiliate of the Trustee to provide recordkeeping services to the Plan ("Recordkeeping Affiliate"); and

WHEREAS, the Employer wishes to appoint the Trustee as trustee of the Plan in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Employer and the Trustee, each intending to be legally bound, agree as follows:

SECTION 1 - ESTABLISHMENT AND OPERATION OF TRUST

1.1 **Appointment and Acceptance of Trustee/Affiliates.** The Employer hereby establishes with the Trustee a trust consisting of such sums of money and such other property acceptable to the Trustee as shall from time to time be paid or delivered to the Trustee, and hereby appoints the Trustee as trustee with respect to the assets held pursuant to the Agreement as such assets shall exist from time to time (the "Fund"). The Fund shall not include any property or asset other than the assets delivered to and accepted by the Trustee from time to time. For purposes of this Agreement, Plan assets invested through an affiliate of the Trustee in a self-directed brokerage account, if applicable, shall also be considered to be a part of the Fund. The Trustee shall have no responsibility for any property until it is received and accepted by the Trustee, or for any property of the Plan not delivered to the Trustee and accepted by the Trustee to be a part of the Fund. The Trustee hereby accepts its appointment, acknowledges that it assumes the duties established by this Agreement, and agrees to be bound by the terms contained herein. The Employer hereby acknowledges that an affiliate of the Trustee, the Recordkeeping Affiliate, acts on behalf of the Trustee as the Trustee's agent for purposes of carrying out the Trustee's responsibilities under this Agreement.

1.2 **Trustee Responsibilities.** The Trustee shall receive and hold the assets of the Fund on behalf of Plan participants and beneficiaries in accordance with the terms of this Agreement. The duties of the Trustee hereunder as Trustee shall be to act solely in accordance with the instructions of the Employer or Authorized Parties in accordance with Sections 2.2 and 2.3 of this Agreement ("Authorized Instructions"). Nothing in this Agreement is intended to give the Trustee any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. Further, the Trustee is not a party to the Plan and has no duties or responsibilities other than those that may be expressly contained in this Agreement. In any case in which a provision of this Agreement conflicts with any provision in the Plan, this Agreement shall control.

1.3 **Exclusive Benefit.** Except as may be permitted by law, by the terms of the Plan, or by this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Fund be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Fund shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Fund.

1.4 Limitation of Liability. Neither the Trustee nor its agents shall not be liable for any acts or omissions of another person other than the negligent acts or omissions of its own employees and agents. The Trustee shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification or other instrument believed by it to be genuine and delivered by the proper party or parties.

1.5 Contributions. The Trustee shall receive contributions or other amounts for deposit to the Plan that are delivered to the Trustee or its designated agent for deposit to or for the benefit of the Plan. The Employer shall have sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan and for the transmittal of contributions or other amounts to the Plan. The Trustee shall have no duty or responsibility (a) to determine the amounts to be contributed to or transferred to the Plan or on behalf of the participants of the Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Fund to meet and discharge any of the Plan's liabilities.

1.6 Return of Contributions. Notwithstanding any other provision of this Agreement (a) contributions made by the Employer based upon mistake of fact may be returned to the Employer within one year of such contribution, and (b) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Employer within one year of the disallowance of such deduction; provided that the return of contributions under this Section 1.6 may not violate any provision of the Plan. The Trustee shall return contributions under this Section 1.6 only in accordance with Authorized Instructions and the Trustee shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.

1.7 Distributions. The Trustee shall make distributions and disbursements from the Fund solely in accordance with Authorized Instructions. The Employer agrees that the Trustee shall not have any responsibility or duty under this Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law.

1.8 Compliance with Law. The Trust is intended to be tax-exempt under Section 501(a) of the Code. If the Plan is not an approved prototype plan, the Employer represents that it has received a determination letter from the Internal Revenue Service indicating that the Plan meets the requirements of Section 401(a) of the Code. The Employer agrees to immediately notify the Trustee if the Plan ceases to be so qualified.

SECTION 2 - AUTHORITIES

2.1 Authority to Execute Agreement. The Employer hereby certifies that it has the power and authority to enter into this Agreement on behalf of the Plan. The person(s) signing below as representatives of the Employer each warrant, as individuals, that each is an authorized representative of the Employer all signatures are genuine and the persons indicated are authorized to sign.

2.2 Authorized Parties. The Employer shall, concurrently with the execution of this Agreement, furnish the Trustee or Recordkeeping Affiliate with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Trustee and otherwise act on behalf of the Plan under the terms of this Agreement. Such persons designated by the Employer to act on its behalf hereunder are "Authorized Parties". The Trustee shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the Employer of a change of the identity or extent of authority of an Authorized Party.

2.3 Authorized Instructions. All directions and instructions to the Trustee from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail (including electronic mail) or by facsimile. The Trustee shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and

instructions that it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

SECTION 3 - POWERS AND DUTIES

3.1 **General Powers and Duties of Trustee.** In administering the Fund, the Trustee shall be specifically authorized to:

(a) In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse assets of the Fund;

(b) Hold securities or other assets in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Trustee's records indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;

(c) Make distributions and disbursements from the Fund and carry out related tax withholding remittance and reporting obligations under Federal, state and local law;

(d) Appoint domestic agents, sub-trustees, sub-custodians or depositories (including affiliates of the Trustee) as to part or all of the Fund, except that the indicia of ownership of any asset of the Fund shall not be held outside the jurisdiction of the District Courts of the United States;

(e) Collect income payable to and dividends or other distributions due to the Fund and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;

(f) Collect proceeds from assets of the Fund that may mature or be called;

(g) Until Authorized Instructions are received, hold the assets of the Fund uninvested, or invest the assets of the Fund in bank accounts of any bank, and the Trustee may retain any earnings on such deposits as part of its compensation for services hereunder;

(h) Submit or cause to be submitted to the Employer all information received by the Trustee regarding ownership rights pertaining to property held in the Fund;

(i) To the extent not delegated by the Employer to an investment manager pursuant to the provisions of Section 403(a)(2) of ERISA, exercise all voting rights relating to securities held in the Account as directed by the Employer; provided that, with respect to securities allocated to the accounts of Participants, if directed by the Employer in writing, the Trustee or its Recordkeeping Affiliate shall provide to the designated proxy tabulator the data necessary to cause to be provided to each Participant who has shares of such securities credited to his or her account a copy of the notice and all proxy solicitation materials together with a voting instruction form for return to the proxy tabulator, and the Trustee shall vote the shares as directed by each Participant and shall not vote shares for which it has not received instructions from a Participant. Unless the Employer instructs the Custodian to vote shares not voted by Participants, the Trustee shall not be liable and shall be held harmless for not voting such shares.

(j) Commence or defend suits or legal proceedings and represent the Fund in all suits or legal proceedings in any court or before any other body or tribunal as the Trustee shall deem necessary to protect the Fund provided, however, that the Trustee shall not be obligated to do so unless it has been indemnified by the Employer and the Plan against all expenses and liabilities sustained in connection with such action;

(k) Employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. The Trustee shall be entitled to rely on and may act upon advice of counsel on all matters, and, if the use of such counsel is authorized by the Employer, the Trustee shall be without liability for any action reasonably taken or omitted pursuant to such advice;

(l) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any of the powers and duties in this Agreement;

(m) Retain and engage one or more affiliates of the Trustee to perform, at no additional cost to the Plan, the duties and responsibilities of the Trustee; and

(n) Generally take any action, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the fulfillment of its duties hereunder.

SECTION 4 - INVESTMENT OF THE FUND

4.1 Investment of the Fund. The assets of the Fund shall be invested and reinvested among the investments selected by the Employer. The Employer or its authorized representative shall have sole responsibility for the investment and reinvestment of the assets of the Fund, except to the extent that the Plan permits participants to instruct the Employer or its authorized representative with respect to the investment of their individual accounts among investment options selected by the Employer. The Trustee shall have no duty or responsibility for (i) selecting or providing advice with respect to the selection of any investment options offered under the Plan, (ii) determining or reviewing any securities or other property purchased for or held by the Plan, or (iii) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan.

SECTION 5 - REPORTING AND RECORDKEEPING

5.1 Records and Reports. The Trustee shall keep accurate records of all amounts received to and disbursed from the Fund and the investments and other transactions of the Fund for a period of six years following the date of such transaction. The Trustee shall provide a report of the assets of the Fund to the Employer from time to time, but at least annually. The Trustee may rely on the fair market value of the property of the Fund as reported to by authorized parties and the Trustee shall be fully protected in relying on such values.

5.2 Review of Reports. If, within ninety (90) days after the Trustee mails to the Employer a statement with respect to the Fund, the Employer has not given the Trustee written notice of any exception or objection thereto, the statement shall be deemed to have been approved by the Employer and the Trustee shall not be liable for any matters in such statements. The Employer or its agent, upon giving prior written notice to Trustee, shall have the right at its own expense to inspect the Trustee's books and records directly relating to the Fund during normal business hours. The Trustee shall be reimbursed its actual costs for making such books and records available for inspection.

5.3 Non-Fund Assets. The duties of the Trustee shall be limited to the assets held in the Fund, and the Trustee shall have no duties with respect to assets held by any other person including, without limitation, any other trustee for the Plan. The Employer hereby agrees that the Trustee shall not serve as, and shall not be deemed to be, a co-trustee under the circumstances, and shall have no co-fiduciary liability for any other person or trustee.

SECTION 6 - COMPENSATION, EXPENSES, TAXES, INDEMNIFICATION

6.1 Compensation and Expenses.

(a) Compensation. The Trustee shall be entitled to compensation for services under this Agreement as set forth in the plan services agreement between the Recordkeeping Affiliate and the Employer and as otherwise provided for in this Agreement. The Named Fiduciary acknowledges that the Trustee may increase the amount of compensation on an annual basis with sixty (60) days' prior written notice to the Named Fiduciary.

(b) Interest on Uninvested Cash. The Trustee shall also be entitled to receive as part of its compensation any amounts earned under Section 3.1(f) related to earnings on deposits. Such earnings shall include earnings on uninvested cash related to Plan contributions and earnings on uninvested cash pending distribution, or earnings on cash otherwise held uninvested as directed by Employer.

(c) Authorization. The Trustee shall also be authorized to charge and collect expenses incurred by it in the discharge of its duties under this Agreement in accordance with Section 3.1. The Trustee is authorized to charge and collect from the Fund any and all such fees and expenses, unless the Named Fiduciary objects within 30 days of receiving notice of the Trustee's intent to collect its fees and expenses from the Fund.

6.2 Tax Obligations. To the extent an Authorized Party has provided necessary information to the Trustee, the Trustee may use reasonable efforts to assist such Authorized Party to notify the Employer or the Plan (as appropriate) of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or refund, interest, penalties and other related expenses of the Fund ("Tax Obligations"). Notwithstanding the foregoing, the Trustee shall have no responsibility or liability for any Tax Obligations now or hereafter imposed on the Employer or the Fund by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Trustee is responsible under any applicable law for payment of any Tax Obligation on behalf of the Fund or the Trust, the Employer shall cause the appropriate Authorized Party to inform the Trustee of all Tax Obligations, shall direct the Trustee with respect to the performance of such Tax Obligations, and shall provide the Trustee with all information required by the Trustee to meet such Tax Obligations.

6.3 Indemnification. The Employer and the Plan, shall indemnify and hold harmless the Trustee from all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and expenses (including Tax Obligations) incurred by the Trustee in connection with this Agreement, except as a result of the Trustee's own negligence or willful misconduct.

6.4 Force Majeure. The Trustee shall not be responsible or liable for any losses to the Fund resulting from nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Fund's property; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of the Trustee or its agents. This Section shall survive the termination of this Agreement.

6.5 Survival. This Section Six (6) shall survive the termination of this Agreement.

SECTION 7 - AMENDMENT, TERMINATION, RESIGNATION, REMOVAL

7.1 Amendment. The Trustee may amend this Agreement as necessary to comply with the provisions of applicable law and regulations. The Trustee shall deliver written notice of any such amendment to the Employer. Other amendments may be made by written agreement signed by the parties hereto.

7.2 Removal or Resignation of Trustee. The Trustee may be removed with respect to all or part of the Fund upon receipt of sixty (60) days' written notice from the Employer. The Trustee may resign as Trustee hereunder upon sixty (60) days' written notice delivered to the Employer. In the event of such removal or resignation, the successor trustee will be appointed by the Employer, and the retiring Trustee shall transfer the Fund, less such amounts as may be reasonable and necessary to cover its compensation and direct expenses including but not limited to, a pro-rata share of the fees described in Section 6.1. In the event the Employer fails to appoint a successor trustee within sixty (60) days of receipt of written notice of resignation, the Trustee reserves the right to seek the appointment of a successor trustee from a court of competent jurisdiction. The Employer shall indemnify the Trustee from any costs incurred by the Trustee in seeking such appointment. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any successor trustee.

7.3 Merger or Consolidation of Trustee. Any entity into which the Trustee may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Trustee is a party, or any entity succeeding to the trust business of the Trustee, shall become the successor of the Trustee hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

7.4 Plan Termination. Upon termination of the Plan, the Trustee shall distribute all assets then constituting the Fund, less any fees and expenses payable from the Fund, pursuant to the instructions of the

Employer. The Trustee shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

7.5 Property Not Transferred. The Trustee reserves the right to retain such property as is not suitable for distribution or transfer at the time of the termination of the Plan or this Agreement and shall hold such property for the benefit of those persons or other entities entitled to such property until such time as the Trustee is able to make distribution. The Employer shall indemnify the Trustee from any costs incurred by the Trustee for retaining the property until it can be distributed. Upon the appointment and acceptance of a successor trustee, the Trustee's sole duties shall be those of a custodian with respect to the property not transferred.

7.6 Termination of Administrative Services Agreement or Investment Agreement. Notwithstanding the notice requirements in Section 7.2, in the event the Administrative Services Agreement between the Employer and/or the Named Fiduciary and the Recordkeeping Affiliate is terminated, this Agreement shall terminate simultaneously with the termination of the Administrative Services Agreement without further notice from any party hereunder to the others. For purposes of this section, the Investment Agreement, if applicable, shall be subject to the terms of this section in addition to or in the absence of an Administrative Services Agreement.

SECTION 8 - ADDITIONAL PROVISIONS

8.1 Assignment or Alienation. Except as may be provided by law, the Fund shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer, participants or beneficiaries under the Plan. The Trustee shall not recognize any assignment or alienation of benefits unless an Authorized Instruction is received.

8.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

8.3 Necessary Parties. The Trustee reserves the right to seek a judicial or administrative determination as to its proper course of action under this Agreement. Nothing contained herein will be construed or interpreted to deny the Trustee, or the Employer the right to have the Trustee's account judicially determined. To the extent permitted by law, only the Trustee and the Employer shall be necessary parties in any application to the courts for an interpretation of this Agreement or for an accounting by the Trustee, and no participant under the Plan or other person having an interest in the Fund shall be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons. The Employer shall indemnify the Trustee for any costs incurred by the Trustee in seeking such judgment.

8.4 Notices. All notices and other communications hereunder shall be in writing and shall be sufficient if delivered by hand or if sent by telefax or mail (including electronic mail), postage prepaid, addressed:

(a) If to the Trustee:

Melissa McAuliffe
Vice President
Voya Retirement Insurance and Annuity Company
One Orange Way, C3N
Windsor, Connecticut 06095-4774

J. Denise Jackson
President
Voya Institutional Trust Company
One Orange Way, C4R
Windsor, Connecticut 06095-4774

(b) If to the Employer:

City of Clermont
Attn: Darren Gray, City Manager

685 W. Montrose Street
Clermont, FL 34711

The parties may by like notice, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

8.5 No Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

8.6 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

8.7 Shareholder Communication. Until such time as the Trustee receives a written notice to the contrary with respect to a particular security, the Trustee may release the identity and the address of the Trust to the security issuer which requests such information pursuant to the Shareholder Communications Act of 1985 for the specific purpose of the direct communication between such security issuer and shareholder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

City of Clermont

By: 

Name: Joe Van Zile

Title: Finance Director

Voya Institutional Trust Company

By: _____

Name: _____

Title: _____

APPLICATION FOR GROUP ANNUITY CONTRACT**Voya Retirement Insurance and Annuity Company (VRIAC)**

A member of the Voya® family of companies

PO Box 990063

Hartford, CT 06199-0063

**CONTRACT HOLDER INFORMATION**Contract Holder Name (employer name) City of ClermontPlan Name CM 401AAddress (# & street) 685 West Montrose StreetCity Clermont

State

FLZIP 34711Employer Tax Identification # 59-6000290**ACCOUNT INFORMATION**

Type of entity sponsoring the Plan:

☐ Corporation☐ Self Employed☐ Other. Specify _____**Tax-Exempt Employer 501(c)(3)**

Organization (IRS tax exempt status letter required to be submitted for organization formed after 10/9/69)

☐ Healthcare☐ Education☐ Church☐ Other Not-for-Profit _____**Governmental Organization**☒ State, local, county, municipality☐ Healthcare☐ Public School☐ K-12☐ Higher Education**Type of Plan**☐ 401(k) ☒ 401(a) ☐ 403(b)☐ 457(b) ☐ Non-qualified Plan (not available with MAP Select)**ERISA Status**Is this Plan subject to ERISA? ☐ Yes ☒ No**PRODUCT**☒ Voya Framework☒ Allocated☐ Unallocated☐ Voya MAP Select☐ Allocated☐ Unallocated☐ Other (specify) _____**RIGHT OF INVESTMENT SELECTION**

Complete the following only if Participants have full or partial rights to elect investment allocations in Participant Accounts for:

☒ Both Employer and Employee Contributions☐ Employee Contributions Only

Complete the following only if the Contract Holder has full or partial rights to elect investment allocations for:

☐ Both Employer and Employee Contributions☐ Employer Contributions Only

I understand that amounts withdrawn from the Fixed Account may be subject to a contract termination adjustment as specified in the Contract.

For MAP Select only: I further understand that payments and account values (if any), when based on the investment experience of a separate account, are variable and not guaranteed as to fixed dollar amount.

REPLACEMENT (Must be completed.)

Do you currently have any existing annuity contracts or life insurance policies?

☐ Yes ☒ No

Will any existing life insurance or annuity contracts be changed or replaced by the contract applied for herein?

☐ Yes ☒ No**AUTHORIZED SIGNATURES & CERTIFICATION****Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.**

I acknowledge receipt of the current plan sponsor information book or prospectus, as applicable, for the group product and Contract applied for and the current prospectuses pertaining to all of the available Investment Options. The Effective Date of the Contract is the Contract Holder's date of signature below.

I agree that, to the best of my knowledge and belief, all statements and answers in this form are complete and true and may be relied upon in determining whether to issue the applied for product.

Contract Holder or

Named Fiduciary Signature

Date (mm/dd/yyyy)

12/18/19

Title

Finance Director

City/Town and State Where Signed

Clermont, FL

PRODUCER SIGNATURE

Does the applicant have any existing life insurance policies or annuity contracts?

☐ Yes ☒ No

Do you have any reason to believe that the contract applied for will replace any existing annuity or life insurance coverage?

☐ Yes ☒ No

Producer Name Carlos Salinas

Florida License #

1514733

Producer Signature

Carlos Salinas

Date (mm/dd/yyyy)

12/16/2019

5F5158F56B5C409...

PRODUCER INFORMATION

Producer Name	Social Security Number (last 4 digits)	Percentage of Participation
Carlos Salinas	2330	100



Program Highlights and Fee Summary

Thank you for your interest in Voya Financial® as the provider for your retirement plan.

With a vision to be America's Retirement Company, we don't just innovate. We innovate with a purpose. We are redefining what it means to be a leading financial services company and work to make a secure financial future possible – one person, one family and one institution at a time.

Program Highlights and Fee Summary

Voya Framework

Designed for City of Clermont 401(a) Start-Up Plan

We are pleased to present you with the following proposal, which will remain in effect until .



Voya assumes use of one of our standard electronic methods of transmitting deposits and allocation instructions. We also assume all plan assets will transfer to the program simultaneously on date of conversion from your current provider.

Our fee quote is based upon certain assumptions about your plan shown above. If the actual transferred asset amount and/or number of participating employees varies 10% or greater from the assumptions above, we reserve the right to adjust the recordkeeping fees and/or Fixed Account credited rate in accordance with our administrative practice within 180 calendar days following the date of the initial transferred asset contribution.

Your pricing detailed above is based on an aggregation of your 3 plan(s).

Voya must be the exclusive provider for the plan. All future contributions to the plan must be directed to Voya and contract exchanges/intra-plan transfers to legacy vendors must be prohibited.

Your Service Team

Name	Title	Firm name	Phone	Email
Nathan Freer	SVP, Institutional Clients	Voya Financial	(919) 247-2198	ned.freer@voya.com

Recordkeeping Fees & Fund Revenue Requirement

Type	Amount
Plan Services Installation Charge	\$0.00
Annual Case Fee	\$0.00
Annual Per-Participant Fee	\$0.00
Asset Based Fee (All)	0.13%

The Plan Sponsor Installation Charge is to be paid separately at plan installation.

Plan recordkeeping fees are determined by plan characteristics, such as case sizes, average participant balance, fund menu selected, and compensation paid to sales representatives.

Asset Based Fees are assessed against all core assets in the plan with the exception of the self directed brokerage account and employer stock, if applicable. The fee will be calculated daily and assessed monthly based on average daily core fund balance.

Fund Management Fees

Fund management fees and other fund operating expenses will apply. These fees depend on the investment option chosen. Please refer to the individual Fund prospectuses or Fund Fact Sheets for fund fee information. A portion of that fee may be paid to Voya as a form of revenue sharing. Please see the information booklet for additional information.

VRIAC reserves the right to increase the installation and recordkeeping charge(s) if the actual characteristics vary materially from the original plan assumptions reflected herein. We also reserve the right to deduct the charge(s) from participant accounts in the event they are not paid by the plan sponsor.

Standard Recordkeeping Services

- Online enrollments
- Internet and toll-free telephone service for enrollment, account inquiries, allocation changes, fund transfers and loan initiation
- Customer Service Representatives to handle participant toll-free phone inquiries
- Payroll processing - electronic format
- Financial education and counseling for terminated or retiring employees by qualified Transition Counselors
- Sponsor Website for Plan & participant level access
- Daily valuation of participant accounts
- Daily reconciliation of plan and participant activity
- Weekly, bi-weekly, semi-monthly or monthly contribution / loan repayment processing
- Reallocation of forfeitures
- Processing of rollovers and termination distributions
- Notification to Plan Sponsor and calculation of minimum distribution amount for participants subject to minimum distribution requirements
- Hours worked vesting calculations based on plan year or elapsed time from date of hire
- Quarterly sponsor statements of activity via the Sponsor Website
- Calculation, processing and disbursement of final distribution payments
- Quarterly delivery of participant statements of activity
- Online Administrative Procedures Manual

Standard Recordkeeping Services continued

- Preparation of standard audit package, which includes 1 hour of consulting services for assistance with gathering data and researching questions
- Regulatory updates for plan documents utilizing our Prototype
- Online general purpose Loans and Distributions (excluding Hardships)
- Eligibility tracking (optional service - dependant upon eligibility requirements)
- Semi-annual Actual Deferral/Contribution Percentage (ADP/ACP) tests including consultative services (ERISA Plans Only)
- Uniform Qualified Non-Elective / Matching Contribution (QNEC/QMAC) calculation and allocation at year-end if requested and permitted by plan (ERISA Plans Only)
- One 415 limitation test per plan year (ERISA Plans Only)
- One Top Heavy test per plan year
- 402(g) reporting
- Determining Highly Compensated Employees, provided the plan is using 415 compensation for testing purposes
- Complete draft of IRS Form 5500 on a cash basis (ERISA Plans Only)
- Paperless or paper loans, withdrawals and distributions utilizing Distributions with EASE (DWE)

Other Optional Services (conditions may apply):

- Online Beneficiary Maintenance
- Online general purpose loans and distributions
- Hardship suspension reinstatement
- Contribution Rate Change
- Contribution Rate Escalator
- Automatic Enrollment
- Automatic increase

Additional Services

Type	Amount
Managed Accounts	Refer to the Voya Plan Sponsor Advisory Access Agreement

Compensation Paid to Financial Advisor

Type	Amount
Percent of First Year Contributions	0.00%
Percent of Converted Assets	0.00%
Asset-Based Compensation	0.00%

Your sales representative has provided us with the above information about the compensation structure that has been agreed upon by you and your sales representative. This compensation structure is reflected in the recording keeping fees. If applicable, Asset Based Compensation is paid monthly. The amount paid is calculated by taking the applicable annual rate divided by 12 multiplied by the contract's value at the close of business on the last business day of the month. The payment of compensation on converted assets will be based on the asset value at the date in which the assets are applied to the new plan. In addition, case surrenders may result in a chargeback of commissions paid for the acquisition and servicing of the plan for certain compensation, certain case characteristics and whether a surrender charge is applicable.

The payment of compensation on converted assets will be based on the asset value at the date in which the assets are applied to the new plan.

Voya Fixed Account

Declared interest Rate*: 1.00%

Interest Rate Structure: Different levels of interest rates apply, generally as follows:

- Declared interest rate – this rate is initially based on the stated assumptions for your plan. This rate may be changed at any time, but will never be lower than the minimum guaranteed annual interest rate for your plan.
- Contractual minimum guaranteed interest rate – this rate is guaranteed for the life of the contract and is 1.00%.
- Actual credited interest rate – this is the rate that is credited to the Voya Fixed Account for your contract. It will be the greater of the declared interest rate and the contractual minimum guaranteed interest rate.

Voya's determination of credited interest rates reflects a number of factors, including interest rate guarantees, and investment income earned on invested assets and the amortization of any capital gains and/or losses realized on the sale of invested assets. Under the Fixed Account option, we assume the risk of investment gain or loss by guaranteeing the amounts you allocate to this option and promising a minimum interest rate and income phase payment.

*Based on the previously stated assumptions for your plan, this is the declared interest rate for your contract as of the date in which this proposal was created. This rate is subject to change at any time and includes the effect of any additional services and features selected by the plan sponsor, including but not limited to the amount of compensation paid to your sales representative.

A group fixed annuity is an insurance contract designed for investing for retirement purposes. The guarantee of the fixed account is based on the claims-paying ability of the issuing insurance company. Although it is possible to have guaranteed income with a fixed annuity, there is no assurance that this income will keep up with inflation. Early withdrawals, if taken prior to age 59½ will be subject to the IRS 10% premature distribution penalty tax, unless an exception applies. Amounts distributed will be taxed as ordinary income in the year it is distributed. An annuity does not provide any additional tax deferral benefit; tax deferral is provided by the plan. Annuities may be subject to additional fees and expenses to which other tax-qualified funding vehicles may not be subject. However, an annuity does offer other features and benefits, such as guaranteed income payments and death benefits, which may be valuable to your participants.

Optional Services (fees subject to change)

We offer a breadth of optional plan services that extend beyond the traditional retirement plan offerings. With the expanded service options below, you'll have the added flexibility you need to help you manage your retirement plan and focus on attracting, rewarding and retaining talent.

Service	Fee
Additional copies of existing sponsor reports	\$100 per copy
Logo on Statements and Confirms (criteria apply)	
Multiple file submission for vesting computation (applicable for plans with vesting based on 1,000 hours of service and hours are not included with each payroll file)	\$200 per hour
Non-elective / Matching Contribution (QNEC/QMAC) if requested in writing by plan sponsor (ERISA Plans Only)	\$200 per hour
Non-regulatory Plan Amendments (for users of our prototype only and volume submitter documents)	\$200 per hour
Participant initiated wire, overnight mail, stop payment	\$50 per occurrence
Participant level calculation / allocation of Qualified Non-elective / Matching Contribution (QNEC/QMAC) if requested in writing by plan sponsor. Participant level allocation of Qualified.(ERISA Plans Only)	\$200 per hour
Processing of fee deductions for non-VRIAC fee (i.e. auditor)	\$25 per transaction
Processing of in-service withdrawals, hardship distributions, terminations and Required Minimum Distributions	\$50 one-time charge per disbursement (not applicable for 90 day permissible withdrawals under Automatic Enrollment)
ADP/ACP Tests in excess of two per year (ERISA Plans Only)	\$1,000 per test
Qualified Domestic Relations Order (QDRO)	\$250 per occurrence

Optional Services (fees subject to change) continued

Service	Fee
Reformatting of data not in our standard format	\$200 per hour
Self Directed Brokerage Account	\$500 per plan year, plus \$50 per participant
Voya Institutional Trust - VITC	\$750 (\$1,000 if Employer Stock) Included in price
Blended Rate Accounting (may not be available to all plans)	\$1,000 initial set-up fee, plus \$1,000 annually per outside carrier
Consulting services, audit support and special assistance	\$200 per hour
Employer Contribution Calculation (pro rata or integrated only)	\$250 per occurrence
Excess deferral or excess contributions	\$50 per distribution or processing adjustment
Loan Initiation Fee	\$75 one-time charge per loan
Loan Administration Fee	\$25 annually per loan

Investment Option Selections

Note: If you elect Portfolio Blueprint for your plan, please refer to the Portfolio Blueprint Menu pages for the fund selections available for the plan. DO NOT select from the list below.

Please select your plan investment options below (maximum of 45 funds may be selected at one time), including the Voya Fixed Account.

Equity Wash applies on transfers from the Voya Fixed Account unless certain optional services are elected which allow for the Percentage Limitation to be selected in lieu of Equity Wash. Note: Equity Wash does not allow any direct transfers out of the Voya Fixed Account and into any Competing Investment Option. In addition, a transfer out of the Voya Fixed Account prohibits a transfer into a Competing Investment Option for 90 days. The list of Competing Investment Options, included in your 404(a)(5) Participant Fee Disclosure report, is subject to change at any time.

The investment fund menu may include various share classes of funds. Please pay close attention to all materials concerning investment options provided to you, including the Sponsor Information Booklet, Fund Fact Sheets, Fund Summary Information and Fund Performance and Expense Reports as you make your selections. You should review the prospectuses and the collective investment trust disclosure documents for any investment options you are considering.

The asset class funds are offered as suites of funds. If you would like to offer these or any other suite of funds offered in the asset allocation category as options under your plan, you must check all of the funds offered in the corresponding suite. By electing to offer target date funds as investment options in your plan, you are authorizing VRIAC to include all funds available in the series, including the addition of new series as they become available and the deletion of existing series as they expire. We will not transfer balances to any new Portfolio except upon direction from you or plan participants. Please note that each individual Portfolio will count against the 45 fund maximum limit.

Note that fund families may close funds to new investments at any time, and may also elect to discontinue a particular fund or funds. Therefore, the funds listed below are subject to continued availability from the fund family. In the event a fund you select is no longer available for investment prior to the effective date of your Program, we will contact you for an alternative fund selection. You should consider the investment objectives, risks, charges and expenses of the investment option carefully before investing. The prospectuses/prospectus summaries containing this and other information can be obtained by contacting your local representative. Please read the information carefully before investing.

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered
Asset Allocation				
American Funds 2010 Target Date Retirement Fund®- Class R-6	R	1971		
American Funds 2015 Target Date Retirement Fund®- Class R-6	R	1973		
American Funds 2020 Target Date Retirement Fund®- Class R-6	R	1975		
American Funds 2025 Target Date Retirement Fund®- Class R-6	R	1977		
American Funds 2030 Target Date Retirement Fund®- Class R-6	R	1979		
American Funds 2035 Target Date Retirement Fund®- Class R-6	R	1981		

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered
American Funds 2040 Target Date Retirement Fund®- Class R-6	R	1983		
American Funds 2045 Target Date Retirement Fund®- Class R-6	R	1985		
American Funds 2050 Target Date Retirement Fund®- Class R-6	R	1987		
American Funds 2055 Target Date Retirement Fund®- Class R-6	R	1989		
American Funds 2060 Target Date Retirement Fund®- Class R-6	R	9639		
Vanguard® LifeStrategy® Conservative Growth Fund- Investor	R	2608		
Vanguard® LifeStrategy® Growth Fund - Investor	R	2609		
Vanguard® LifeStrategy® Income Fund - Investor	R	2610		
Vanguard® LifeStrategy® Moderate Growth Fund - Investor	R	2618		
Bonds				
Fidelity® U.S. Bond Index Fund	R	D110		
Vanguard® High-Yield Corporate Fund - Admiral™ Shares	R	9374		
Western Asset Core Plus Bond Fund - Class IS	R	3526		
Global / International				
American Funds EuroPacific Growth Fund® - Class R-6	R	1723		
Fidelity® Emerging Markets Index Fund	R	D125		
Fidelity® International Index Fund	R	D115		
Large Cap Growth				
T. Rowe Price Growth Stock Fund - I Class	R	8712		
Large Cap Value				
American Funds Washington Mutual Investors FundSM-Class R-6	R	1990		
Fidelity® 500 Index Fund	R	C975		
FMI Large Cap Fund - Institutional Class	R	C692		
Small/Mid/Specialty				
Cohen & Steers Institutional Realty Shares, Inc.	R	2485		
Fidelity Advisor® Real Estate Fund - Class Z	R	D337		

Investment Offerings	Retail=R Institutional=I Collective Trust=C	Fund #	Fund ID	Check if Offered
Fidelity® Mid Cap Index Fund	R	D122		
Fidelity® Small Cap Index Fund	R	C993		
Hartford Schroders US MidCap Opportunities Fund - Class SDR	R	C454		
Stability of Principal				
Voya Fixed Account (4454)		4454		

International investments involve currency, economic, and political risks as well as differences in accounting.

Fixed Accounts are not mutual funds, but rather are fixed investment options offered under a group annuity contract or funding agreement.

Insurance products, annuities and funding agreements are issued by Voya Retirement Insurance and Annuity Company ("VRIAC"), Windsor, CT. VRIAC is solely responsible for its own financial condition and contractual obligations. Plan administrative services provided by VRIAC or Voya Institutional Plan Services LLC ("VIPS"). VIPS does not engage in the sale or solicitation of securities. All companies are members of the Voya™ family of companies. Securities distributed by Voya Financial Partners, LLC (member SIPC) or third parties with which it has a selling agreement. All products and services may not be available in all states.

Acknowledgement, approval and authorized signatures

I have received and reviewed a Voya Framework Proposal, Plan Sponsor Information Booklet, Fund Fact Sheets, mutual fund prospectuses, collective investment trust disclosures (if applicable), and the Voya Framework Fund Summary Information, which describe the actual or estimated charges, fees, discounts, penalties or adjustments currently in effect and which may be applied in connection with the purchase, holding, exchange or termination of the Program. I acknowledge that the assumptions on which the Program charges are based are accurate and that the fee quote contained in this document supersedes any prior quotes. I understand additional fees may apply to other options selected in connection with my Program that may not be disclosed in this document.

Voya and its affiliates are not responsible for any description of the terms of the Program other than the written disclosure material provided by Voya and its affiliates. Any modifications to the written material must be approved by an officer of the Company.

Your sales representative is appointed with Voya. I understand his/her contractual sales agreement with Voya may limit his/her ability to recommend products from other insurers.

Voya is not responsible for the selection or supervision of service providers or fiduciaries to the plan (e.g., Investment Advisors, Recordkeepers, or Third Party Administrators). Where a sales representative of Voya is also a service provider to the Plan or undertakes a fiduciary role, he or she is not acting on behalf of Voya when providing those services or when acting in any fiduciary capacity.

As a sponsor of a tax qualified plan I am aware that current tax laws provide for deferral of taxation of earnings on plan account balances. I understand that our Plan will be utilizing a Program that is designed to provide features and benefits that may be of value to the Plan, but does not provide for any additional deferral of taxation beyond that provided by the Plan itself.

Voya will recognize only the signature(s) of the Trustee(s)/Named Fiduciary(ies) signing below to authorize fund allocation changes and disbursements. I will notify Voya in writing if any successor or replacement of these individuals occurs in which case Voya will cease to recognize the authority of the replaced individual(s) and will accept the authority of the successor individual(s). As a Trustee/Named Fiduciary, I certify that I have read, understand and agree to the information described herein, and that I am authorized to sign this proposal on behalf of the Plan. My instructions are consistent with the terms of the Plan and I agree to the selections made herein.

Please Print/Type

Signature

Joe Van Zile

Trustee/Named Fiduciary/Plan Sponsor

Pamela Bronsonski

Trustee/Named Fiduciary/Plan Sponsor

Susan Dauderis

Trustee/Named Fiduciary/Plan Sponsor

Trustee/Named Fiduciary/Plan Sponsor

Trustee/Named Fiduciary/Plan Sponsor

Date

12/18/19



CITY OF CLERMONT
RESOLUTION NO. 2020-05R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA CREATING AND ADOPTING A NEW CITY MANAGER (CM) 401(a) DEFINED CONTRIBUTION PLAN DOCUMENT, PLAN SERVICES AGREEMENT AND ADOPTION AGREEMENT; 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 a new CM 401(a) Defined Contribution Plan Document and Adoption Agreement be adopted;

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

SECTION 1.

The City Council does hereby adopt the new City of Clermont CM 401(a) Defined Contribution Plan Document, Plan Services Agreement 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. 2020-05R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 14th day of January, 2020.

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, January 14, 2020

Agenda Item Name

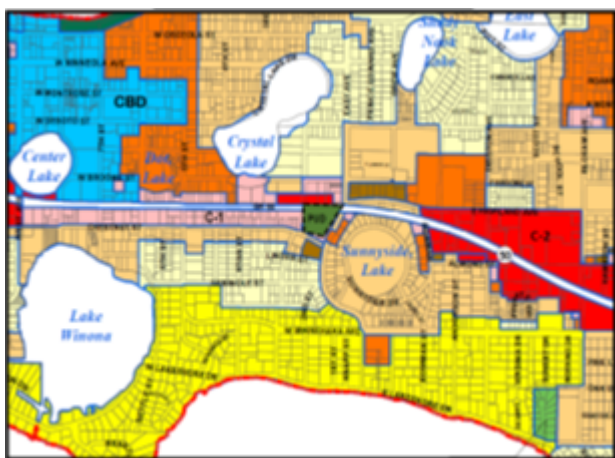
Ordinance No. 2020-01 *Final*
Karma Housing

Requested Action

Recommend approval of Ordinance No. 2020-01.

Staff Report

The applicant, GatorSKtch Inc., is requesting to rezone the subject parcel from C-1 Light Commercial district to Planned Unit Development (PUD). The property is located at the southwest corner of SR 50 and East Avenue and is approximately 3.04 acres, with a Commercial Future Land Use Designation. The property contains three parcels that will be combined to allow for development. The applicant would like to construct a 36-unit multi-family apartment development, and use the existing commercial building in conjunction with the apartments for the leasing office, laundry room, gym, retail store, for the tenants of the multi-family development.



The requested 36 apartment units is the maximum density allowed of 12 units per acre for the Commercial Land Use Designation. The site as designed will provide two access points, one on Chestnut Street as the secondary and the other on Second Street as the primary access. The applicant has not identified any requested code waivers and will develop the site to meet the City's Architectural Standards and Land Development Codes. The applicant has provided a request for an exemption from a Tier 1 Traffic Impact Analysis Report, which will be reviewed by the City's Traffic Engineer Consultant. The applicant will be required to provide school concurrency for the development.

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. The request to change the zoning from C-1 Light Commercial to Planned Unit Development is consistent with the development pattern for the surrounding areas. Therefore, staff recommends approval to rezone the subject property to a Planned Unit Development (PUD) with the conditions contained in Ordinance No. 2020-01.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance 2020-01-Formatted	Ordinance 2020-01-Formatted.pdf
2.	Karma Housing-Location Map	Karma Housing-Location Map.pdf
3.	Zoning Map	Zoning Map.pdf
4.	9-13-19 Site Plan	9-13-19 Site Plan.pdf
5.	GSC Narrative-9-12-19	GSC Narrative-9-12-19.pdf
6.	KarmaHousingMF_APFLtr_09132019	KarmaHousingMF_APFLtr_09132019.pdf
7.	Tier 1 Exemp. Request - Karma Housing	Tier 1 Exemp. Request - Karma Housing.pdf
8.	Application	Application.pdf
9.	ORDINANCE NO 2020-01-Legal AD	ORDINANCE NO 2020-01-Legal AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2020-01

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.

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

ALL OF LOTS 1 THROUGH 20, BLOCK 8, ELLA VISTA HEIGHTS, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE PART OF LOT 20 CONVEYED TO THE STATE OF FLORIDA AS RECORDED IN O.R. BOOK 624, PAGE 449 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LESS THE RIGHT OF WAY FOR STATE ROAD 50.

A PARCEL OF LAND LYING IN PORTIONS OF LOTS 1 & 2, PORTIONS OF LOTS 14 & 15, LOTS 16 THROUGH 19, AND PORTIONS OF LOT 20, BLOCK 8, ELLA VISTA HEIGHTS, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 8, ELLA VISTA HEIGHTS, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°35'10" WEST, 10.00 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252", LYING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50 "A.K.A. WEST COLONIAL DRIVE" (80.0' RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF 2ND STREET (60.0' RIGHT-OF-WAY); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF 2ND STREET AND ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50, SOUTH 89°24'50" EAST, 197.75 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252" AND THE **POINT OF BEGINNING** THENCE FROM SAID **POINT OF BEGINNING** AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°24'50" EAST, 100.00 FEET TO A NAIL & DISC "FDOT" AND POINT OF CURVATURE; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, FOR A OF 137.77 FEET TO A NAIL & DISC "LB 6892 PLS 5130" LYING ON A NON-TANGENT LINE (RIGHT-OF-WAY CORNER CLIP), SAID CURVE HAS A



CITY OF CLERMONT
ORDINANCE NO. 2020-01

RADIUS OF 5689.65 FEET, A CENTRAL ANGLE OF 001°23'14", A CHORD BEARING OF SOUTH 88°43'13" EAST, AND CHORD DISTANCE OF 137.76 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND SAID ALONG SAID NON-TANGENT LINE (RIGHT-OF-WAY CORNER CLIP), SOUTH 33°33'48" EAST, 28.95 FEET TO A 5/8" IRON ROD "NO IDENTIFICATION", LYING AT THE INTERSECTION OF SAID NON-TANGENT LINE (RIGHT-OF-WAY CORNER CLIP) AND THE NORTHWEST RIGHT-OF-WAY LINE OF EAST AVENUE (80.0' RIGHT-OF-WAY) ALSO LYING IN A NON TANGENT CURVE; THENCE LEAVING SAID NON TANGENT LINE (RIGHT-OF-WAY CORNER CLIP) AND ALONG SAID NORTHWEST RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, FOR A DISTANCE OF 106.39 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252", SAID CURVE HAS A RADIUS OF 1919.94 FEET, A CENTRAL ANGLE OF 003°10'30", A CHORD BEARING OF SOUTH 28°11'16" WEST, AND CHORD DISTANCE OF 106.38 FEET; THENCE LEAVING SAID CURVE AND CONTINUING ALONG SAID NORTHWEST RIGHT-OF-WAY, SOUTH 29°46'31" WEST, 200.00 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252" AND POINT OF CURVATURE; THENCE ALONG SAID CURVE AND CONTINUING ALONG SAID NORTHWEST RIGHT-OF-WAY TO THE LEFT, CONCAVE TO THE SOUTHEAST, FOR A DISTANCE OF 30.17 FEET TO A 5/8" IRON ROD AND CAP "LS 5130", SAID CURVE HAS A RADIUS OF 868.90 FEET, A CENTRAL ANGLE OF 001°59'22", A CHORD BEARING OF SOUTH 28°46'50" WEST, AND CHORD DISTANCE OF 30.17 FEET; THENCE LEAVING SAID CURVE AND SAID NORTHWEST RIGHT-OF-WAY LINE, NORTH 63°23'31" WEST, 126.95 FEET TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE NORTH 13°23'10" EAST, 95.50 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252"; THENCE NORTH 00°35'10" EAST, 172.27 FEET TO THE POINT OF BEGINNING.

LOCATION

Vacant property located at the southwest corner of State Road 50 and East Avenue
(Alternate Key – 1619432, 2697431 and 2919761)

From: C-1 Light Commercial
To: Planned Unit Development (PUD)

SECTION 2. General Conditions

This application is for a Planned Unit Development to allow for a multi-family residential Planned Unit Development; 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 shall be developed in substantial accordance with the Conceptual Site Plan, prepared by GatorSktck, Inc., and identified as Exhibit A. 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.



CITY OF CLERMONT
ORDINANCE NO. 2020-01

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.

SECTION 3. Land Uses and Specific Conditions

1. A total of up to 36 multi-family dwelling units may be permitted on the site, which is the maximum density permitted of 12 dwelling units per acre by the Comprehensive Plan for Commercial Land Use Designation. The existing on site commercial building shall be used in conjunction with the multifamily development as a multi-purpose building, rental office and retail building, gym and laundry room for the tenants of the apartments.
2. All Building setbacks shall comply with C-1 zoning Land Development Regulations.
3. The maximum building height shall be up to 55 feet, measured at the highest point.
4. The project will provide vehicle access points on Second Street as a primary and Chestnut Street as a secondary vehicular egress/ingress access. The developer will be required to comply with City vehicular and pedestrian circulation requirements. The City Engineer will review any required driveway permits at the time of final Engineering.
5. The maximum height of any retaining walls shall be up to 6 feet in height as allowed by the Land Development Regulations.
6. The project will be required to comply with Clermont Solid Waste requirements for any dumpsters and enclosures to meet the waste demands for the project.
7. The site may be developed to allow two (2), three (3) story apartment buildings with up to 18 units per buildings. The one bedrooms apartments must provide a minimum of 600 square foot of living space and the two bedroom apartments must provide a minimum of 975 square foot of living space for each unit.
8. The buildings shall be constructed to meet the City of Clermont's Architectural Design Standards.
9. 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's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. 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.



CITY OF CLERMONT
ORDINANCE NO. 2020-01

10. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
11. Any Level of Service (LOS) traffic capacity deficiencies identified in the Transportation Impact Analysis must be mitigated by the property owner/applicant before issuance of any zoning clearance or development permits.
12. The project shall be developed according to the C-1 Light Commercial zoning designation in the Land Development Code, unless expressly stated above.
13. Sidewalks and pedestrian cross access shall be designed and constructed to meet ADA requirements and provide pedestrian safety for this project. Sidewalks are required for all rights of way.
14. Street lighting is required for this project to provide pedestrian safety. A photometric plan that includes the location and foot candle at ground level will be reviewed during final site plan approval.

SECTION 4.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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 7.

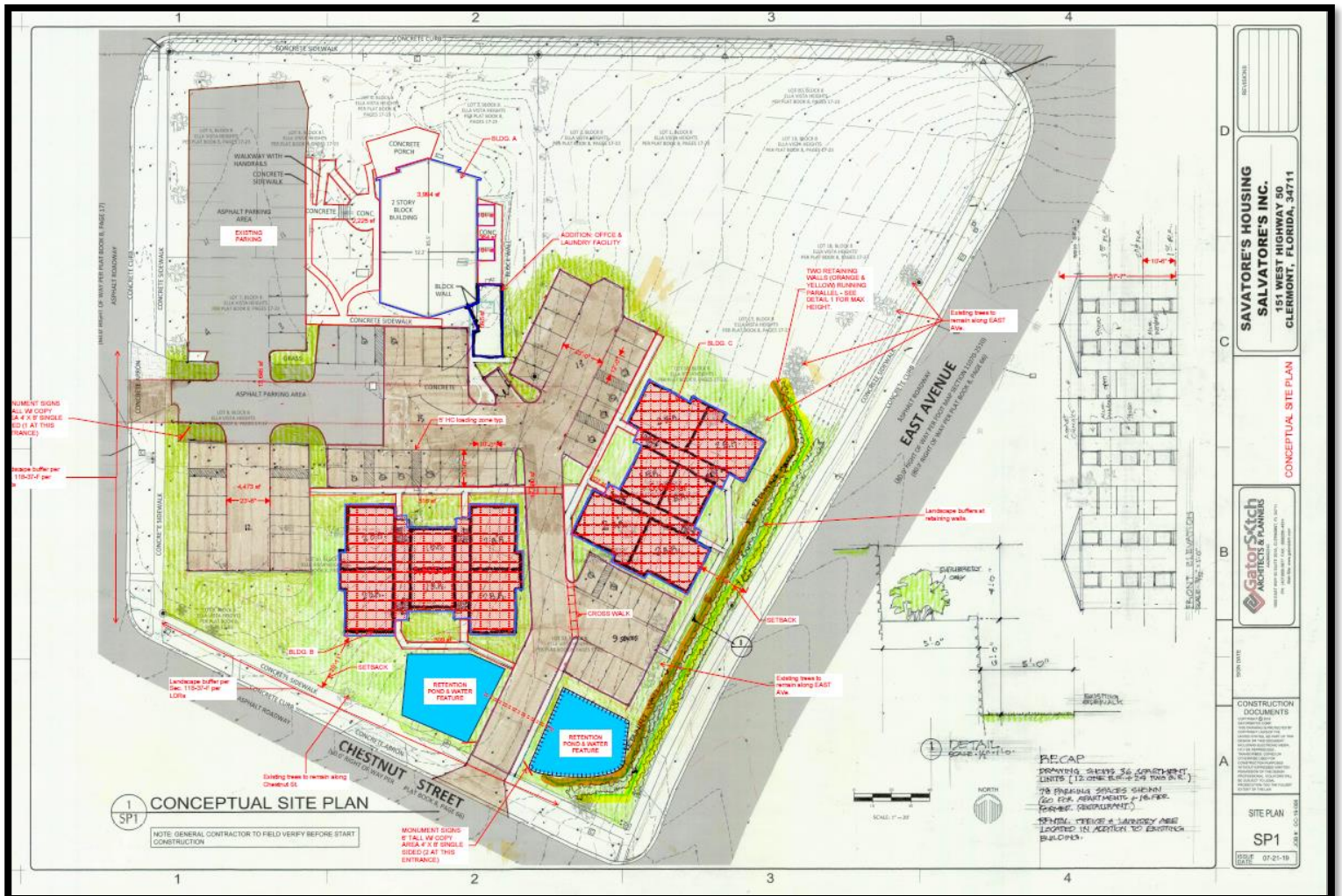
This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location map:



CITY OF CLERMONT
ORDINANCE NO. 2020-01

Conceptual Site Plan Exhibit A:





CITY OF CLERMONT
ORDINANCE NO. 2020-01

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this _____ day of _____, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

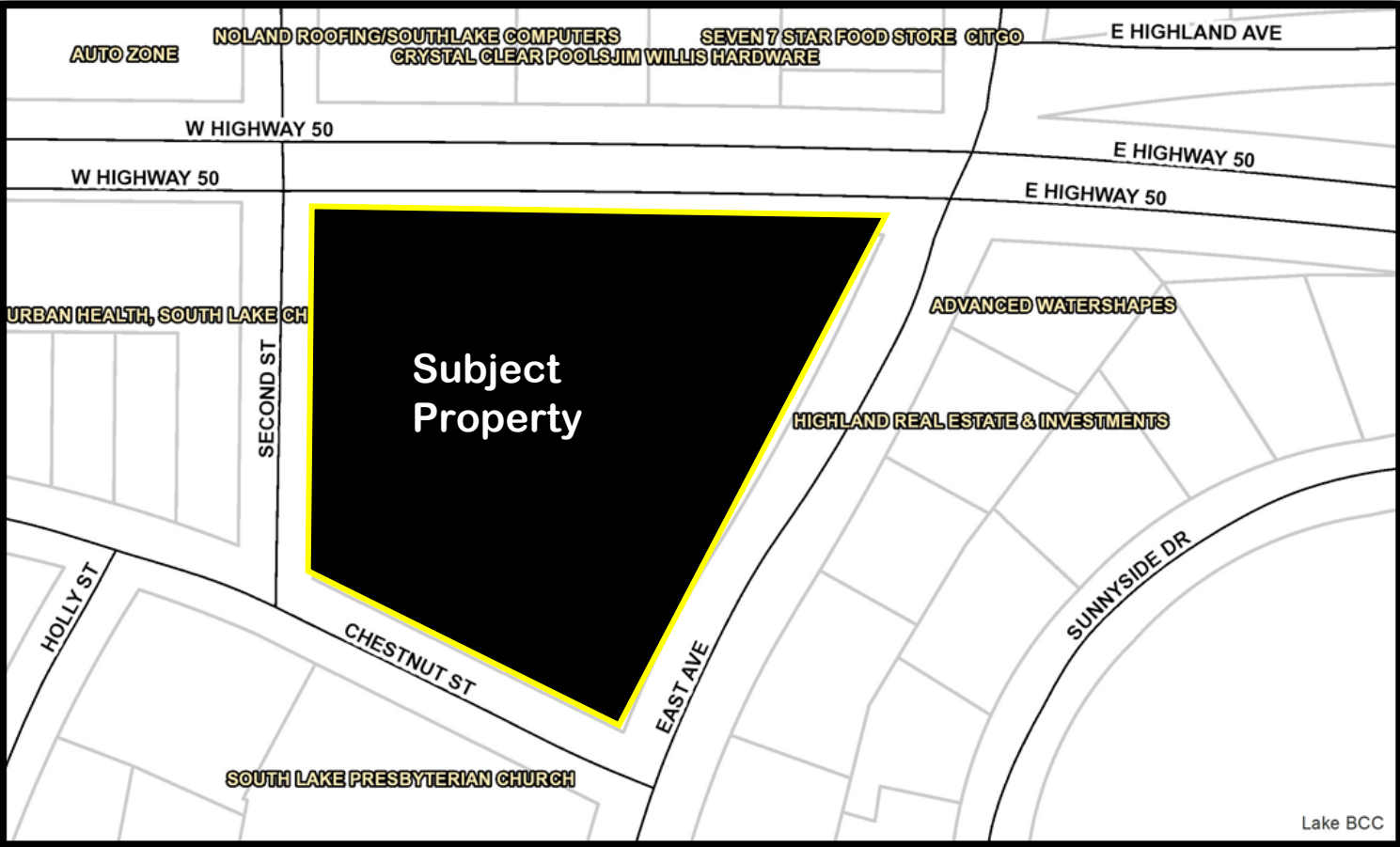
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

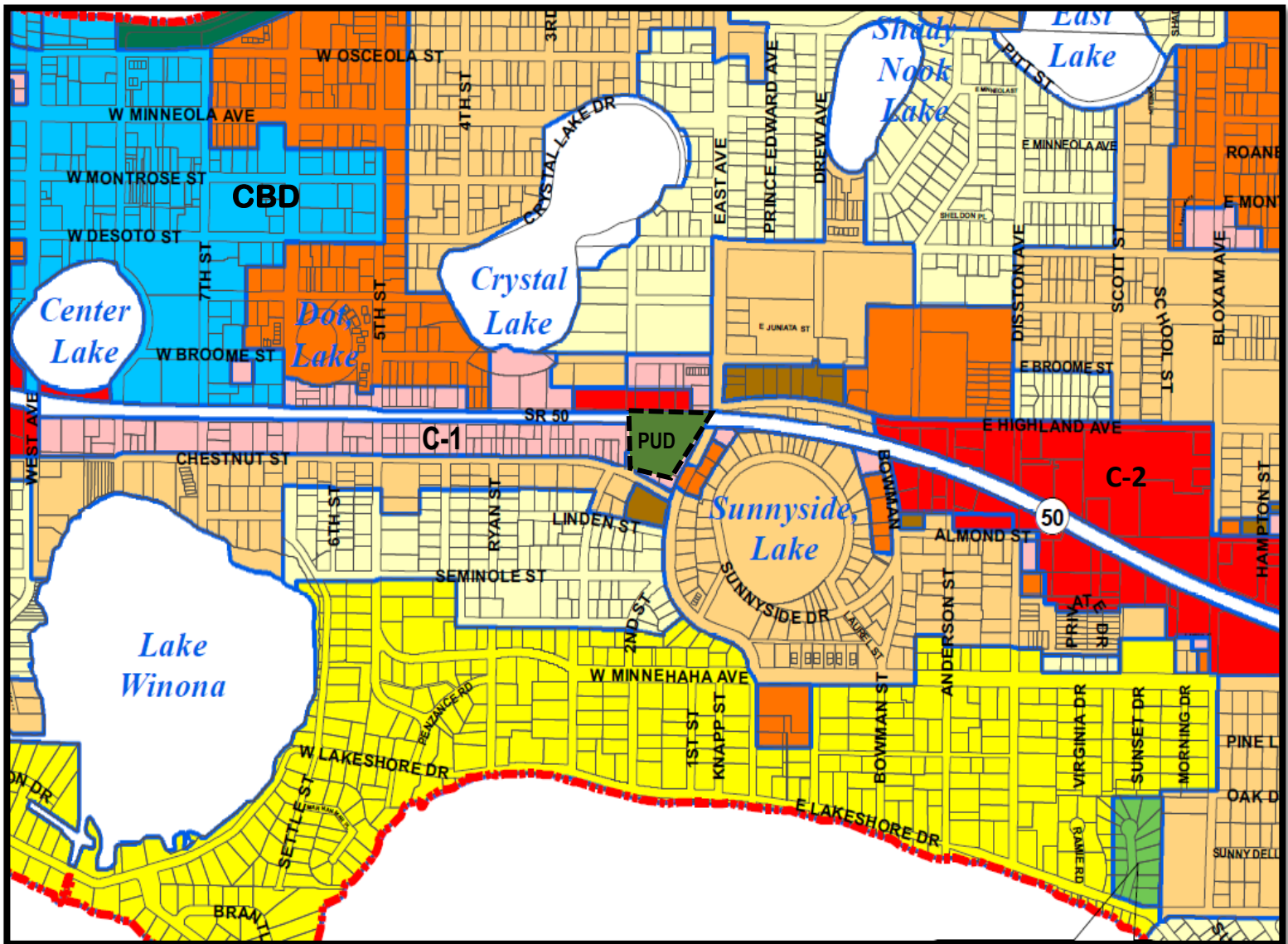
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Location Map



Clermont Zoning Map

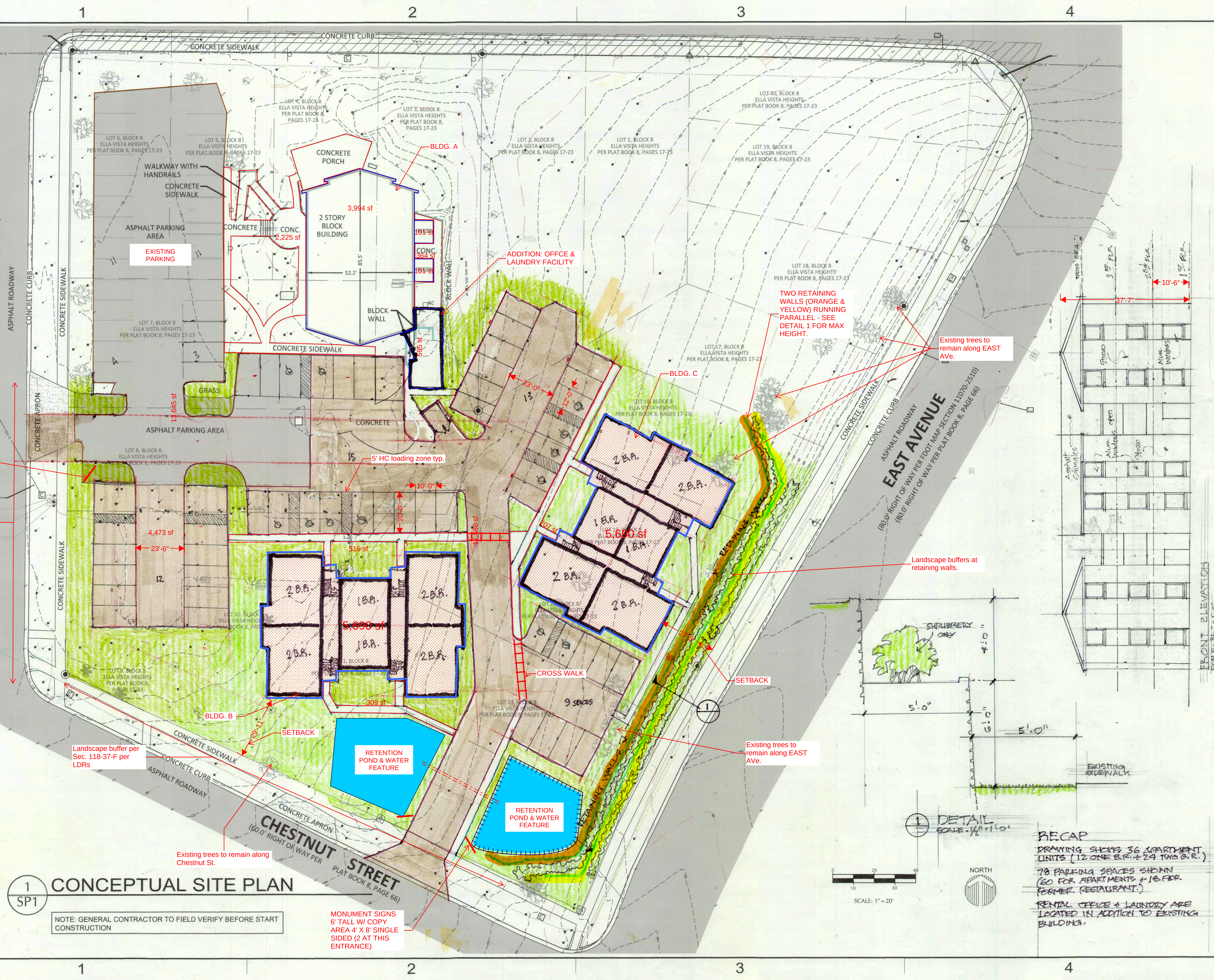


Legend

City Limits

Zoning Designations

- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- O-1 OFFICE DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS



1
SP1

CONCEPTUAL SITE PLAN

NOTE: GENERAL CONTRACTOR TO FIELD VERIFY BEFORE START CONSTRUCTION

MONUMENT SIGNS
6' TALL W/ COPY
AREA 4' X 8' SINGLE
SIDED (2 AT THIS
ENTRANCE)

RECAP
DRAWING SHOWS 36 APARTMENT
UNITS (12 ONE B.R. + 24 TWO B.R.)
78 PARKING SPACES SHOWN
(60 FOR APARTMENTS + 18 FOR
FORMER RESTAURANT)
RENTAL OFFICE + LAUNDRY ARE
LOCATED IN ADDITION TO EXISTING
BUILDING.

REVISIONS

SAVATORE'S HOUSING
SALVATORE'S INC.
151 WEST HIGHWAY 50
CLERMONT, FLORIDA, 34711

CONCEPTUAL SITE PLAN

GatorSketch
ARCHITECTS & PLANNERS
1000 EAST HWY 50 SUITE 201A, CLERMONT, FL 34711
PH: (817) 505-5677 FAX: (888) 599-4814
Web Site: www.gatorsketch.com

SIGN DATE

CONSTRUCTION
DOCUMENTS
COPYRIGHT © 2019
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DESIGN OR THIS DOCUMENT
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WITHOUT EXPRESSED WRITTEN
PERMISSION OF THE DESIGN
PROFESSIONAL. VIOLATORS WILL
BE SUBJECT TO LEGAL
PROSECUTION TO THE FULLEST
EXTENT OF THE LAW.

SITE PLAN
SP1
ISSUE
DATE 07-21-19
JOB # GC-19-008



Narrative response per City Request dated August 6, 2019.

The intent is to Re-zone the three lots from C1 to PUD.

Add two 3 story apartment buildings with 18 units each. One Bedroom apartments are 600 sqft and the two bedroom apartments are 975 sqft.

3.04 acres x 12 units per acre = 36 units. (This is a conditional use item for the PUD)

To keep the existing Commercial building and use. Add space to this building for office, maintenance and laundry spaces.

Demo the existing building (1200 sqft on the south side of the property – alternate key 2697431).

Re-use the existing drive cut on Second St. as a primary means of vehicular egress / ingress.

Re-use the existing drive cut on Chestnut as a second means of vehicular egress / ingress.

Add standard and Ada parking for Apartment Buildings

Provide one dumpster Enclosure.

Provide two Fire Hydrants per Fire Marshal direction and Code

Provide two retention ponds that are connected by culvert under Chestnut entrance.

Provide double retaining wall system per detail 1 on site plan per LDR's

Providing all set backs of new construction per LDR.

Landscape buffers on East Ave, Chestnut Street and Second Street will be a 10' buffer using existing trees, new trees and plants per LDR. Highway 50 frontage will remain as is.

Existing utilities on site. This service will be developed for the new buildings during the design phase.

End of Narrative.



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

September 13, 2019

Ms. Jean Tirri
8022 Lake Nellie Road
Clermont, Florida 34711

**RE: Karma Housing MF – City of Clermont
Adequate Public Facilities Determination (LCS APF30-2019)**

Dear Ms. Tirri:

The School District has reviewed the above referenced development proposing 36 multi-family units on approximately three (3) acres. The subject property is located on the southwest corner of Highway 50 and East Avenue.

The proposed development has the potential to generate approximately ten (10) students for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected 5th year capacities are as follows:

- | | |
|-------------------------------------|----------------------|
| • Clermont Elementary School | 67% Capacity |
| • Clermont Middle School | 50% Capacity |
| • East Ridge High School | 100% Capacity |

At this time, the school district has adequate facilities to serve the students estimated to be generated by the proposed residential project. A new K8 school is planned to replace the elementary and middle schools. Construction of the new K8 facility is scheduled to be completed in 2023. Please be aware that this analysis was based on the 2018/19 enrollment. The 2019/20 enrollments will be adjusted after the 40th day count in early October. Please be aware that proportionate share mitigation may be required at time of school concurrency review.

Should you have any questions or need additional information please contact me at (352) 253-6694 or by email at lavalleyh@lake.k12.fl.us.

Sincerely,

Helen LaValley
Growth Planning Department

Encl: Adequate Public Facilities Analysis



Lake County Schools Adequate Public Facilities Determination

REVIEWING AUTHORITY	Lake County Schools
PROJECT NAME/CASE#	LCS APF30-2019 Karma Housing MF
APPLICANT	Salvatores, Inc./Jean Tirri
ITEM DESCRIPTION	36 unit apartment building
LOCATION	151 West Highway 50, SWC of Hwy 50 and East Avenue
AK's	2697431, 2919761, 1619432

	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts
NEW DU IMPACT				0	36
STUDENT GENERATION	0.328	0.283	0.206	0	10
Elementary School	0.152	0.143	0.097	0	5
Middle School	0.074	0.063	0.047	0	2
High School	0.102	0.077	0.062	0	3

*Students generated may differ from distribution percentages due to rounding

SCHOOL NAMES	Projected Enrollment 2023-2024	Concurrency Capacity*	Projected Five Year Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
Clermont Elementary	419	634	66%	424	67%	Yes
Clermont Middle	454	911	50%	456	50%	Yes
East Ridge High	2,650	2,648	100%	2,653	100%	No

*Lake County School District Five-Year Plan, Fiscal Year 2019-2024

Please note that this is not a capacity reservation.

Prepared by: Helen LaValley, Lake County Schools Growth Planning Dept.

Issue Date:

9/13/2019

KARMA HOUSING Request for Exemption from a Tier 1 Traffic Analysis

The purpose of this evaluation is to provide a traffic analysis for a proposed multi-family development. The project site is located at the corner of Chestnut St. and East Ave. in the City of Clermont. The site currently has a 3,000 SF general office building that will be removed. The proposed site will have 36 multi-family units. The buildings will be three-story

TRIP GENERATION RATES

Trip rates used in this analysis are from the ITE publication, Trip Generation, 10th Edition. Table 1 below summarizes the land use types, land use codes and trip rates for the development.

Table 1 - ITE Trip Rates

LAND USE	LUC	UNIT RATE	PM PEAK HOUR		
			EQUATION	% In	% Out
Multi-Family Mid-Rise	221	Trips/Dwelling Units	Average Rate = 0.44	61%	39%
General Office Building	710	Trips/1,000 SF GFA	Average Rate = 1.15	16%	84%

TRIP GENERATION - EXISTING

Table 2 summarizes the trip generation for the existing site.

Table 2 - Trip Generation Volumes (Proposed)

LAND USE	AMOUNT	PM PK HR		
		Vol.	In	Out
General Office Building	3,000 SF of GFA	3	0	3

TRIP GENERATION - PROPOSED

Table 3 summarizes the trip generation for the proposed site.

Table 3 - Trip Generation Volumes (Proposed)

LAND USE	AMOUNT	PM PK HR		
		Vol.	In	Out
Multi-Family Mid-Rise	36 Dwelling Units	16	10	6

NET NEW TRIPS

Table 4 summarizes the estimated trip generation net increase (or decrease) due to the proposed development during the PM peak hour of the adjacent street (4-6 PM).

Table 4 - Net New Trips

CONDITION	PM PEAK HOUR		
	Vol.	In	Out
Existing	3	0	3
Proposed	16	10	6
Net New Trips	13	10	3

ROAD CAPACITY

The nearest Transportation Management segments to the project are SR 50 between CR 561 and East Avenue and SR 50 between East Avenue and US 27. The PM Peak Hour/Peak Direction capacity is 2,000 and 3,020 trips respectively. The 2018 PM Pk Hr/Pk Dir volumes are 1,774 trips westbound ($v/c=0.89$) for the segment between CR 561 and East Avenue, and 1,712 trips westbound ($v/c=0.57$) for the segment between East Avenue and US 27. The project will add 10 inbound peak hour trips. The critical link for inbound trips at this location is the segment between CR 561 and East Avenue. Assuming that all of those new inbound trips travel westbound on this segment, the new volume would be 1,784 trips ($v/c=0.89$).

REQUEST FOR EXEMPTION FROM A TIER 1 TRAFFIC IMPACT ANALYSIS

The proposed project will result in 10 inbound trips and 3 outbound trips in the PM peak hour period. The local roadway network has adequate capacity to accommodate the new trips without reducing the Level of Service (LOS). Therefore we request an exemption from a Tier 1 Traffic Impact Analysis.



Donald A Griffey
2019.09.13 13:09:11 -04'00'

Donald A. Griffey, P.E. # 36799
FL Certificate of Authorization # 8082

This item has been digitally signed and sealed by Donald A. Griffey, P.E.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



See responses below in Red. 9-13-19

August 6, 2019

Michael Latham
GatorSkitch Architects & Planners
151 West Highway 50
Clermont, FL 34711

Re: Karma Housing LLC Application

Dear Mr. Latham,

The City has reviewed your application and supporting material for a rezoning for the above referenced project and finds the items below needing additional information or to be insufficient responses:

1. Incomplete application – What is the property being rezoned to and do you have the authority to act on behalf of the owner?
2. A complete narrative including what is being requested in detail.
3. Legal description of the property in a Word format provided to the City
4. Identify excessive cut and fill of the property (more than 10 feet)
5. Traffic Impact Analysis of the proposed use
6. Lake County Schools Adequate School Facilities determination letter
7. City of Clermont Availability of water and sewer
8. PUD restrictions/covenants
9. Conceptual Site Plan with following items:
 - a. Size of residential unit (min. square footage)
 - b. Maximum height of building
 - c. Total square footage of each building
 - d. Building setbacks
 - e. Parking calculations/table using # of bedrooms
 - f. Landscape buffers
 - g. Waivers to the City Code
 - h. Retaining wall locations and height
 - i. Architectural elevations
10. The proposed building appears to run over an existing sewer line. Has the project been to Site Review for discussion with the other departments prior to submittal?

Once these items have been provided and addressed, then the project will be scheduled for the public hearing process.

If you would like to discuss these items in detail, please contact me and we can arrange a meeting with the Development Services Department team, including the Director, Curt Henschel.

Sincerely,



John Kruse, AICP
Planning Manager
jekruse@clermontfl.org
352-241-7309

Responses:

- 1: Rezoning is from C-1 to PUD. The owner signed the application. See attached letter from Owner.
2. Narrative: See attached Narrative.
3. Legal Description in Word Document sent to City: See attached copy of the Word Document that was emailed to John Kruse and Curt Henschel on 9-13-19.
4. Identify excessive cut and fill on property (more than 10 feet) The fill on the property is at a double retaining wall system per our conversation (See detail 1 on site plan, see orange and yellow lines for retaining wall locations. We do not plan on exceeding 10'.
5. Traffic Analysis: See attached Traffic Study from Engineer Don Griffey.
6. Lake County Schools Adequate Capacity determination letter. See attached letter from Senior Planner Helen LaValley.
7. City Water and Sewer availability: Both utilities are on site
8. PUD restrictions and covenants: See narrative. #2
9. Site Plan items: See attached D size Site Plan.
10. Existing Sewer line : Sewer line will be relocated.

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: 10092418
Phone: (352) 241-7331
Date: 11/18/19
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	11/19/2019	12/30/2019	\$582.32

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 shall be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-01

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

Vacant parcel located on the Southwest corner of State Road 50 and East Avenue.
Alternate Key 1619432, 2697431 and 2919761

LEGAL DESCRIPTION

ALL OF LOTS 1 THROUGH 20, BLOCK 8, ELLA VISTA HEIGHTS, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE PART OF LOT 20 CONVEYED TO THE STATE OF FLORIDA AS RECORDED IN O.R. BOOK 624, PAGE 449 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LESS THE RIGHT OF WAY FOR STATE ROAD 50.

(SURVEYOR'S LEGAL DESCRIPTION)
A PARCEL OF LAND LYING IN PORTIONS OF LOTS 1 & 2, PORTIONS OF LOTS 14 & 15, LOTS 16 THROUGH 19, AND PORTIONS OF LOT 20, BLOCK 8, ELLA VISTA HEIGHTS, ACCORDING TO THE OFFICIAL MAP OF

THE CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 8, ELLA VISTA HEIGHTS, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°35'10" WEST, 10.00 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252", LYING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50 "A.K.A. WEST COLONIAL DRIVE" (80.0' RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF 2ND STREET (60.0' RIGHT-OF-WAY); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF 2ND STREET AND ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50, SOUTH 89°24'50" EAST, 197.75 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252" AND THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°24'50" EAST, 100.00 FEET TO A NAIL & DISC "FDOT" AND POINT OF CURVATURE; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, FOR A OF 137.77 FEET TO A NAIL & DISC "LB 6892 PLS 5130" LYING ON A NON-TANGENT LINE (RIGHT-OF-WAY CORNER CLIP), SAID CURVE HAS A RADIUS OF 5689.65 FEET, A CENTRAL ANGLE OF 001°23'14", A CHORD BEARING OF SOUTH 88°43'13" EAST, AND CHORD DISTANCE OF 137.76 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND SAID ALONG SAID NON-TA-

NGENT LINE (RIGHT-OF-WAY CORNER CLIP), SOUTH 33°33'48" EAST, 28.95 FEET TO A 5/8" IRON ROD "NO IDENTIFICATION", LYING AT THE INTERSECTION OF SAID NON-TANGENT LINE (RIGHT-OF-WAY CORNER CLIP) AND THE NORTHWEST RIGHT-OF-WAY LINE OF EAST AVENUE (80.0' RIGHT-OF-WAY) ALSO LYING IN A NON TANGENT CURVE; THENCE LEAVING SAID NON TANGENT LINE (RIGHT-OF-WAY CORNER CLIP) AND ALONG SAID NORTHWEST RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, FOR A DISTANCE OF 106.39 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252", SAID CURVE HAS A RADIUS OF 1919.94 FEET, A CENTRAL ANGLE OF 003°10'30", A CHORD BEARING OF SOUTH 28°11'16" WEST, AND CHORD DISTANCE OF 106.38 FEET; THENCE LEAVING SAID CURVE AND CONTINUING ALONG SAID NORTHWEST RIGHT-OF-WAY, SOUTH 29°46'31" WEST, 200.00 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252" AND POINT OF CURVATURE; THENCE ALONG SAID CURVE AND CONTINUING ALONG SAID NORTHWEST RIGHT-OF-WAY TO THE LEFT, CONCAVE TO THE SOUTHEAST, FOR A DISTANCE OF 30.17 FEET TO A 5/8" IRON ROD AND CAP "LS 5130", SAID CURVE HAS A RADIUS OF 868.90 FEET, A CENTRAL ANGLE OF 001°59'22", A CHORD BEARING OF SOUTH 28°46'50" WEST, AND CHORD DISTANCE OF 30.17 FEET; THENCE LEAVING SAID CURVE AND SAID NORTHWEST RIGHT-OF-WAY LINE, NORTH 63°23'31" WEST, 126.95 FEET TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE NORTH 13°23'10" EAST, 95.50 FEET TO A 5/8" IRON ROD AND CAP "S&ME INC FL 8165 GA 1252"; THENCE NORTH 00°35'10" EAST, 172.27 FEET TO THE POINT OF BE-

GINNING.

FROM: C-1 Light Commercial District TO: Planned Unit Development (PUD) District

This request will be considered by the Planning & Zoning Commission on Tuesday, December 3, 2019 at 6:30 p.m. and

A public meeting to consider the request will be held before the City Council on Tuesday, December 10, 2019 at 6:30 p.m. for (Introduction) and on Tuesday, January 14, 2020 for (Final Adoption).

The meetings will be held at City Hall, Council Chambers, 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
Daily Commercial
City Clerk

Ad No: 10092418
November 19, 2019 &
December 30, 2019

Payment Info	
Ad Price	\$582.32
Tax	\$0.00
Sub Total	\$582.32
Prepaid Amount	\$0.00
Balance Due	\$582.32



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, January 14, 2020	
Agenda Item Name	
Ordinance No. 2020-02 <i>Final</i> <i>Victory Pointe</i>	
Requested Action	
Recommend approval of Ordinance No. 2020-02.	
Staff Report	
The owner, Mark Graff is requesting to amend the Planned Unit Development (PUD) Ordinance 2018-25 to allow for construction of eleven (11) residential townhomes at the subject property. The parcel is located northwest of the intersection of Montrose Street and 10th Street. On June 26, 2018, the City Council approved Ordinance No. 2018-25, rezoning the property from R-3 Residential/Professional District and CBD Central Business District to a Planned Unit Development (PUD). The property is approximately 0.62 +/- acre in size and is currently vacant. The existing PUD allows 17 residential condominiums; the applicant was also able to utilize the recent density bonus in the Downtown Mixed Use future land use for development of the lot. The project as proposed will provide (11) eleven residential townhome units instead of the approved 17 units. The propose development will provide less density than previously approved. The project shall be developed in a manner to promote walkability and increased residential opportunities in the downtown area. One of the key elements of the Downtown and Waterfront Master Plan is to maximize the number of people who live, work and visit downtown, the proposed project is consistent with that concept. The project will connect into the City's Victory Pointe Master Stormwater System for the drainage and retention requirements. The project will be required to comply with the Land Development Regulations and Architectural Design Standards. Staff has reviewed the application as submitted and finds the proposed use is compatible with the surrounding areas. Staff finds the project is in accordance with the vision of the Downtown and Waterfront Master Plan and	

consistent with the Comprehensive Plan. The application as submitted meets the provisions of Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance 2020-02.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------------------------|---------------------------------|
| 1. | Final 2020-02 Townhomes PUD | Final 2020-02 Townhomes PUD.pdf |
| 2. | Victory Pointe PUD Maps | Victory Pointe PUD Maps.pdf |
| 3. | Concept Plan | Concept Plan.pdf |
| 4. | Building Elevations | Building Elevations.pdf |
| 5. | Application | Application.pdf |
| 6. | ORDINANCE 2020-02-Legal AD | ORDINANCE 2020-02-Legal AD.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2020-02

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.

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

Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of The City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171)

Less the East 10.00 feet of Tenth Street.

Description:

Lot 2, Block 114, Official Map of The City of Clermont, according to the Plat thereof, as recorded in Plat Book 8, Page 17, of the Public Records of Lake County, Florida.

Description:

Commence at the Southwest corner of Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run N 00°31'43" E along the West line of said Lot 1 for a distance of 159.95 feet to the POINT OF BEGINNING; thence run N 00°31'43" E for a distance of 18.21 feet to the beginning of a curve concave to the Northeast, having a radius of 242.98 feet, a chord bearing of N 70°01'59" W and a chord distance of 53.05 feet; thence run Northwesterly along the arc of said curve for a distance of 53.15 feet through a central angle of 12°32'00" to a point on the West line of Lot 2, said plat of the Official Map of The City of Clermont; thence leaving said West line of Lot 2 run S 82°44'40" E for a distance of 90.73 feet; thence run S 58°20'13" W for a distance of 47.37 feet to the Point of Beginning.



CITY OF CLERMONT
ORDINANCE NO. 2020-02

LOCATION

Vacant parcel northwest of the intersection of Montrose Street and 10th Street
Alternate Key: 3826383 & 178419

To Amend Ordinance No. 2018-25 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 is to amend a Planned Unit Development (PUD) Ordinance No. 2018-25 to allow for a residential townhome development, 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 shall be developed in accordance with the Clermont Land Development Regulations and all buildings must be designed to meet Clermont Architectural Design Standards. 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.



CITY OF CLERMONT
ORDINANCE NO. 2020-02

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.

SECTION 7. Land Uses and Specific Conditions

1. A total of up to eleven (11) single-family residential townhomes may be permitted on the site, not to exceed the maximum allowed density per acre within the project.
2. The project may have elevation changes of up to 15 feet in height over the project site through the use of cut and fill. These changes will be submitted to the City Engineer at the time of final engineering.
3. Retaining wall heights up to 10 feet in height are allowed to deal with the grades on the site and the construction of the below level parking garage.
4. The project may irrigate up to 20% of the overall site (max 6,300 sf) with potable water.
5. The building shall be constructed in a manner that is similar in design to the architectural style and elevations as depicted in the Victory Pointe Townhomes Building Façade exhibit prepared by Elite Universal Architecture.
6. The northern landscape buffer shall provide adequate plant materials that comply with City Code.
7. The eastern and western landscape buffer shall provide appropriate plant materials that comply with City Code.
8. The southern landscape buffer shall consist of groundcover, shrubs, and understory trees.
9. Decorative ornamental fencing may be installed along the perimeter of the property line.
10. For connectivity to downtown, a pedestrian connection to the City's Victory Pointe Stormwater property shall be provided. This connection may be gated.
11. The proposed project will be allowed to connect to the City's Victory Pointe Master Stormwater System to meet the stormwater requirements of the City of Clermont and St. Johns River Water Management District.
12. School concurrency shall be met prior to site plan approval in accordance with the Comprehensive Plan and Land Development Code.

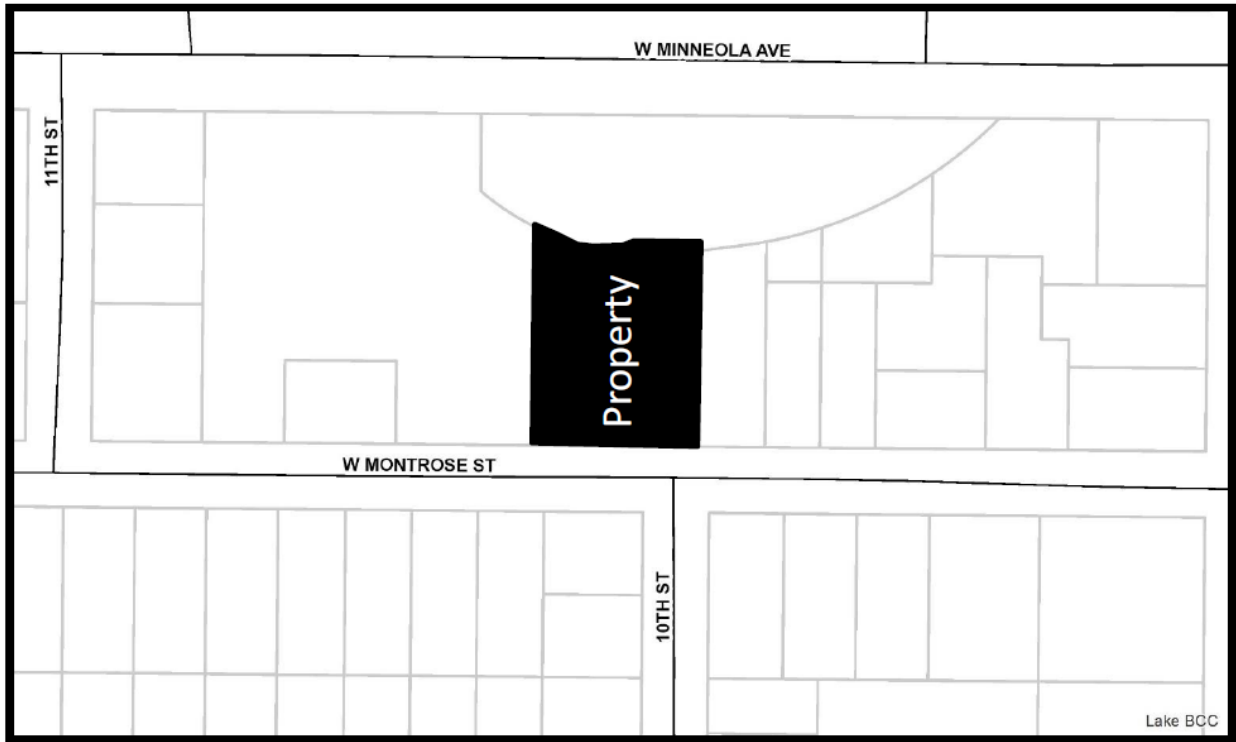


CITY OF CLERMONT
ORDINANCE NO. 2020-02

13. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.

CITY OF CLERMONT
ORDINANCE NO. 2020-02

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2020-02

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this _____ day of _____, 2020.

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 – Victory Pointe LLC

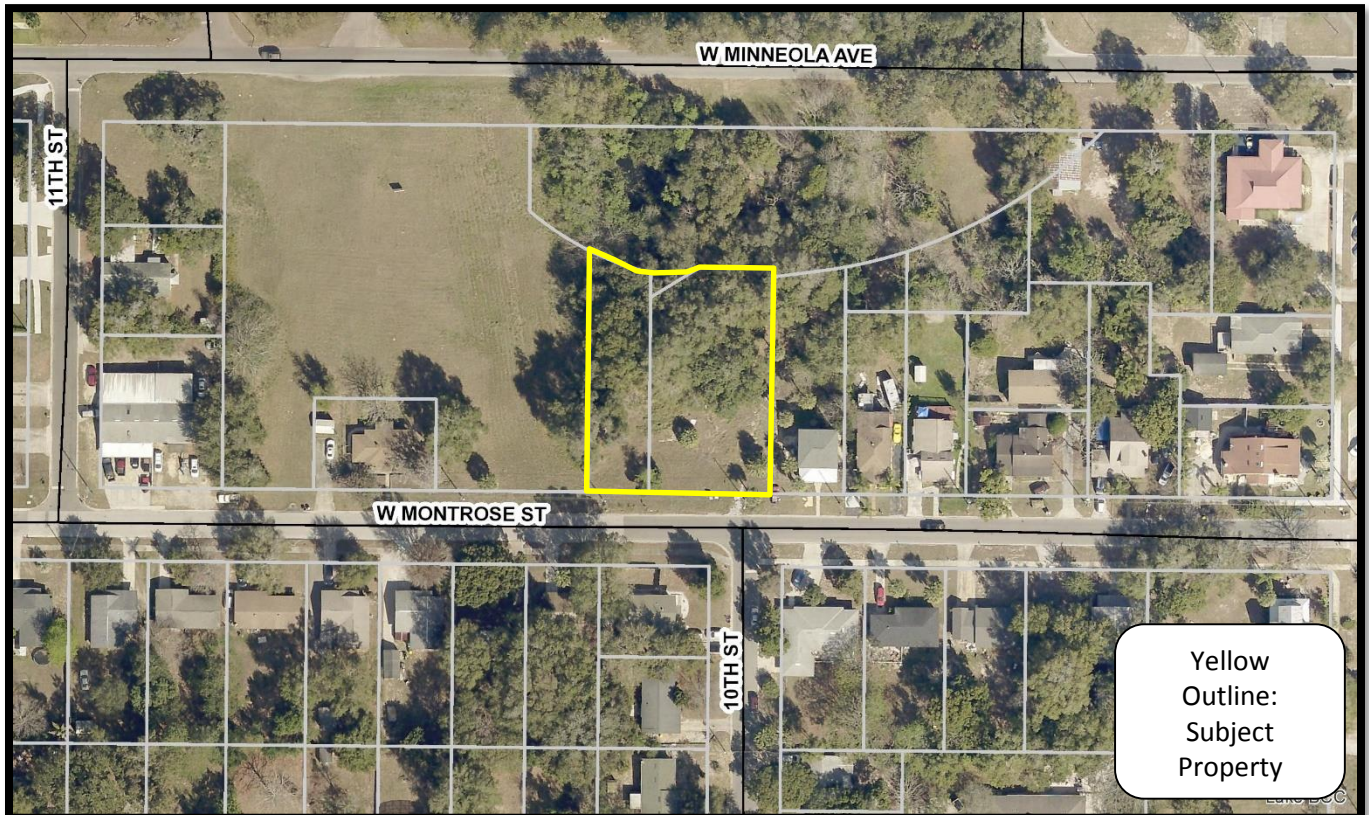
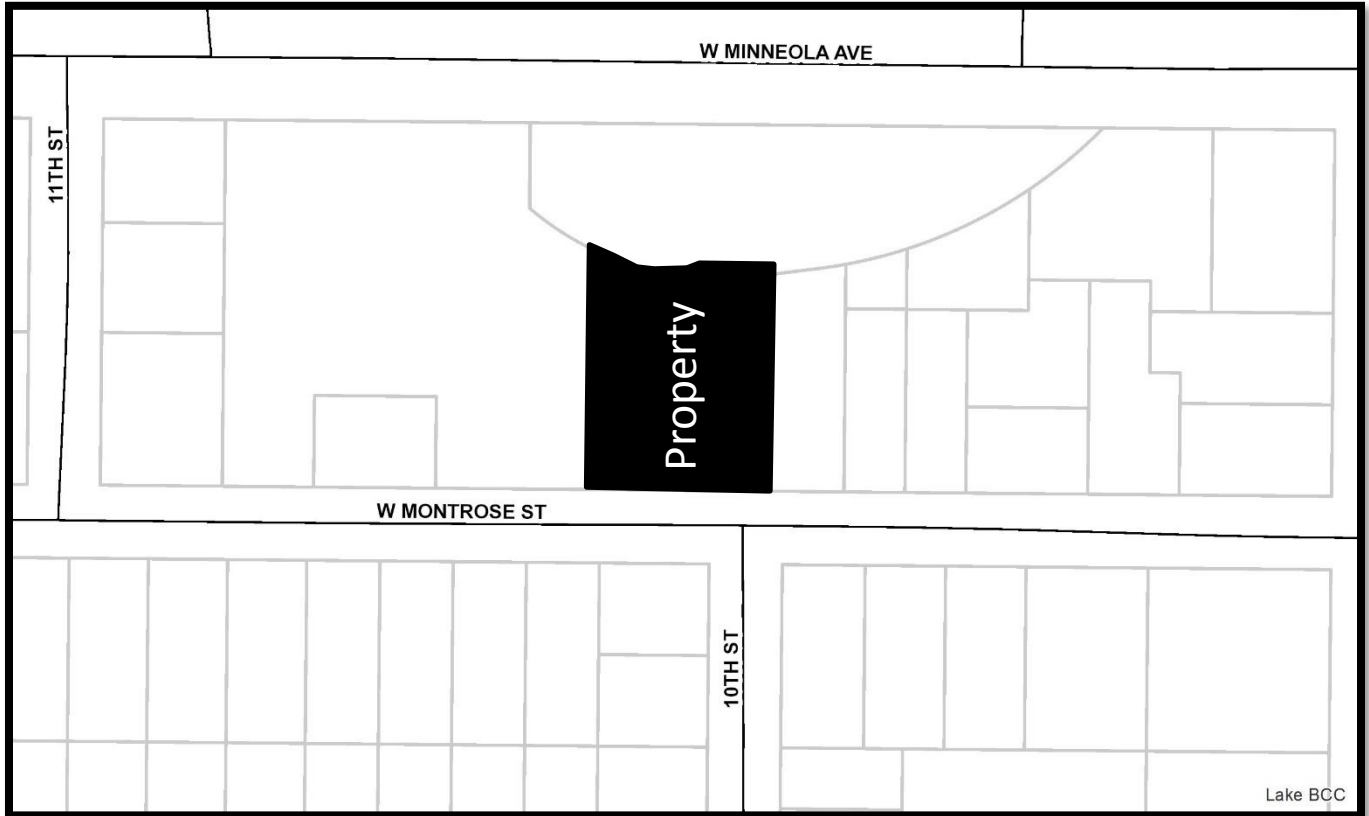


Exhibit – Future Land Use Map – Victory Pointe LLC

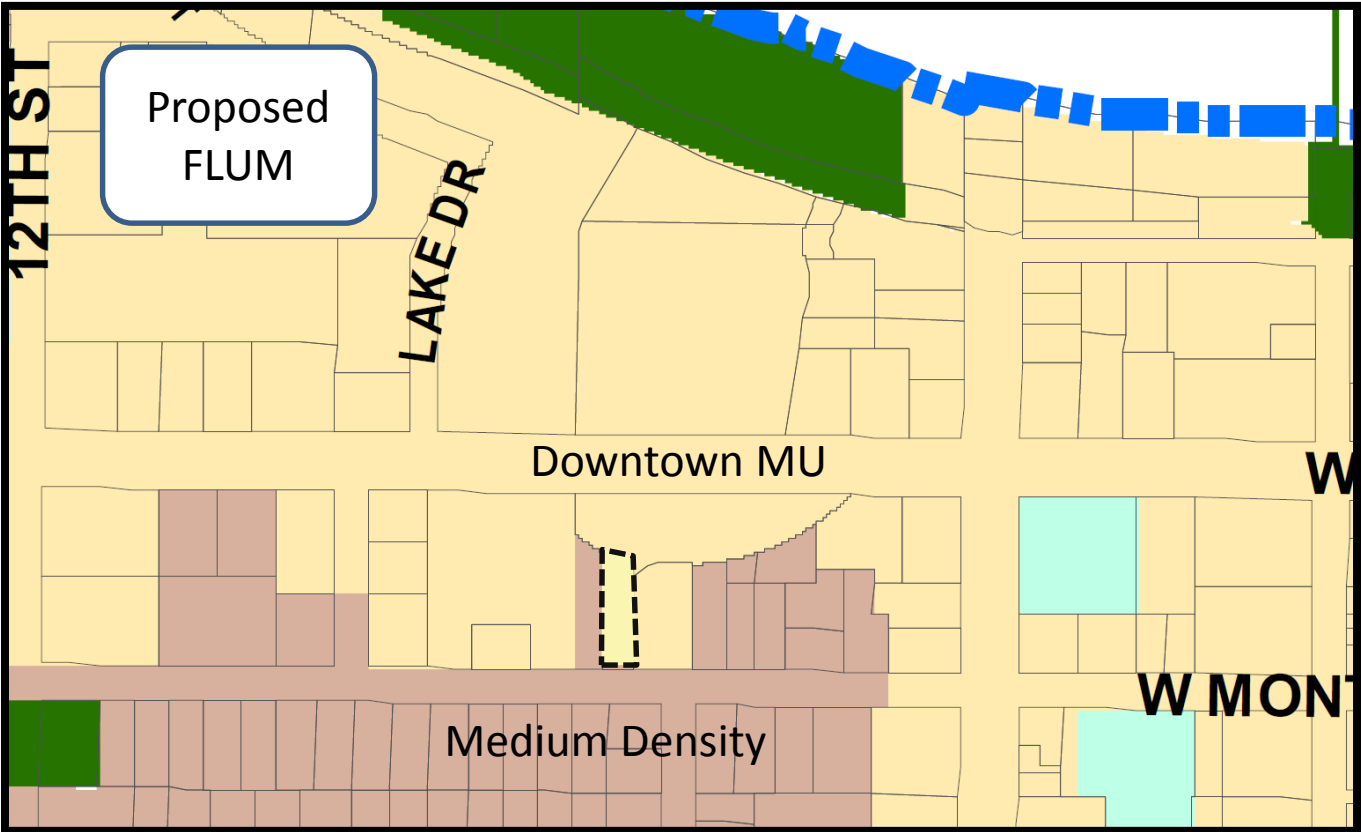
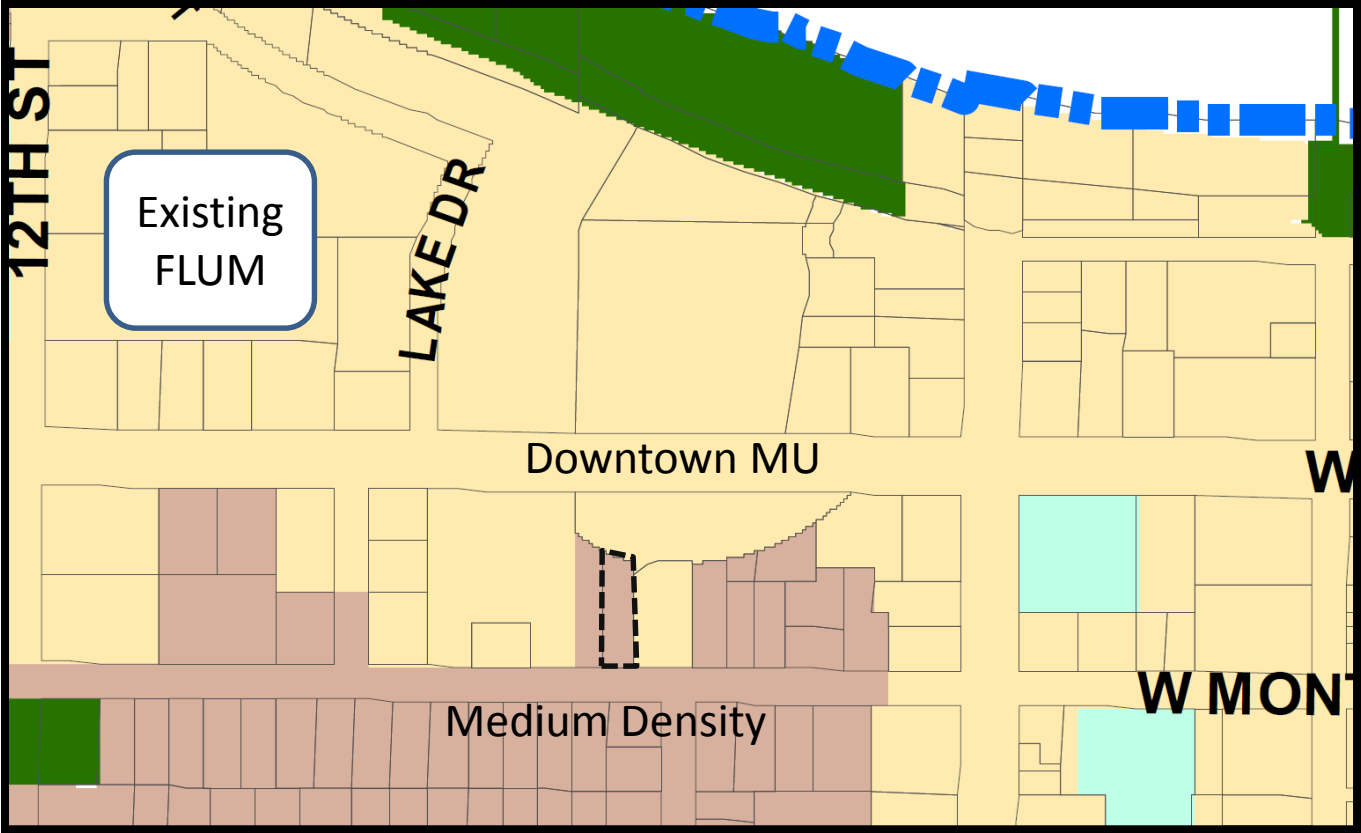
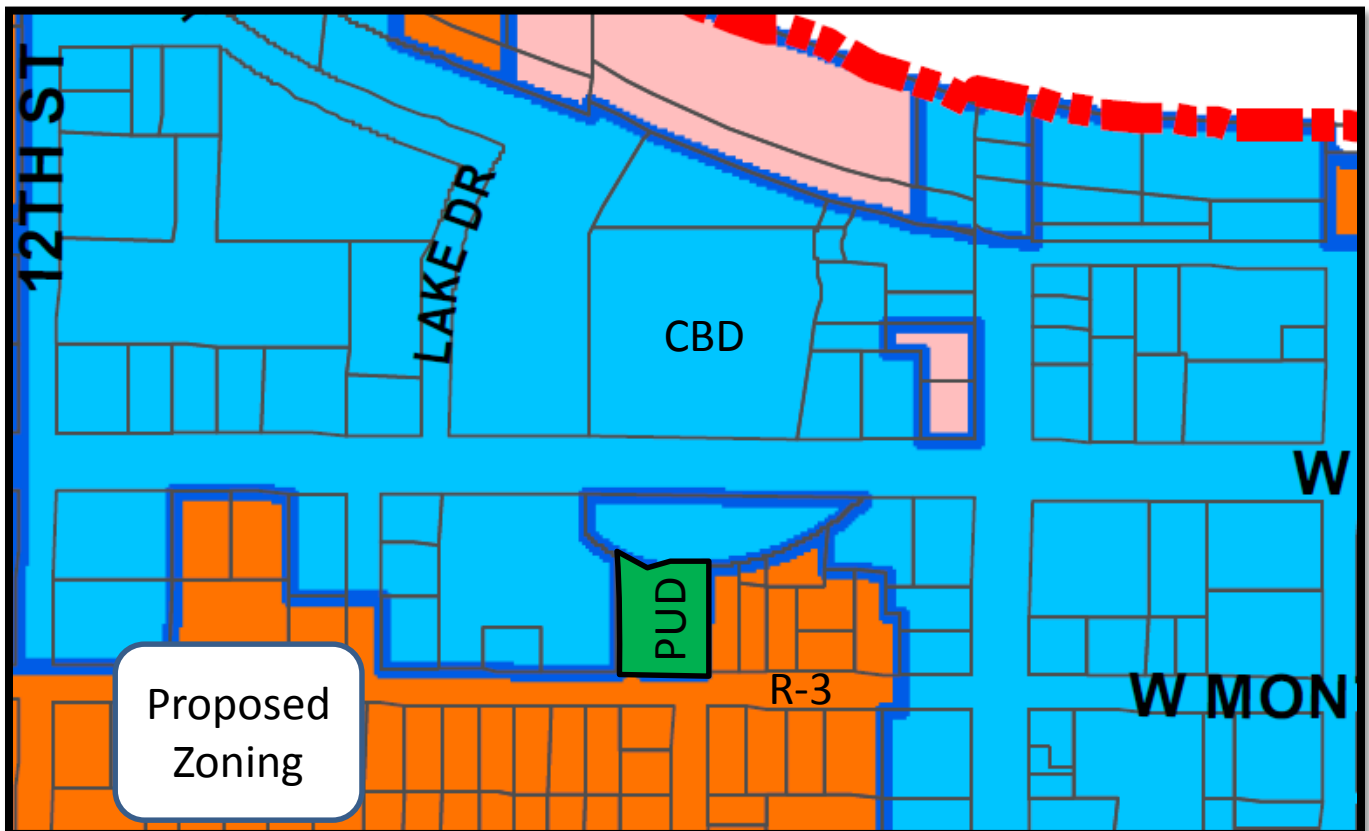
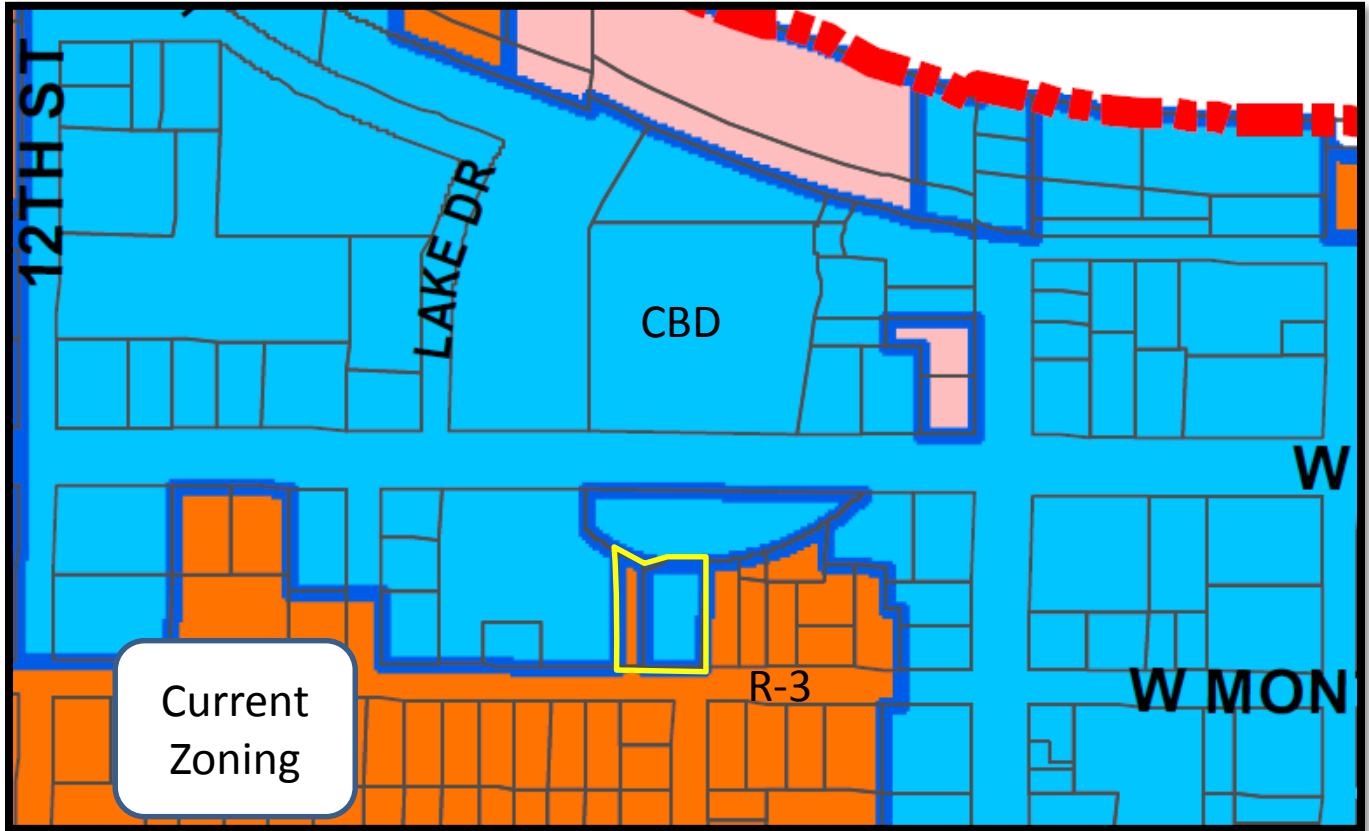


Exhibit – Zoning Map – Victory Pointe LLC



REVISIONS		
#	DATE	DESCRIPTION
1	09/09/18	SUBMIT

DRAWN BY: AFS
CHECKED BY: AFS
DATE: SEPTEMBER 9, 2018

SHEET:
A
205
Elite Universal Job No. 00028



SOUTH ELEVATION

SCALE: 3/16"=1'-0" 04



NORTH ELEVATION

SCALE: 3/16"=1'-0" 01



CITY OF CLERMONT
REZONING
APPLICATION



DATE: 9/30/19

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): VICTORY POINTE

APPLICANT: VICTORY POINTE, LLC

CONTACT PERSON: MARK GRAFF

Address: 1200 OAKLEY SEAVEA DR, SUITE 203

City: CLERMONT State: FL Zip: 34711

Phone: 352-516-1580 Fax: _____

E-Mail: MGRAFF@GRAFFHOLDINGS.COM

OWNER: SAME

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 1000 MONTROSE ST.

Legal Description (include copy of survey): _____

Acres: _____ Land Use: _____

(City verification required)

Present Zoning: PUD Proposed Zoning: PUD AMENDMENT

(City verification required)



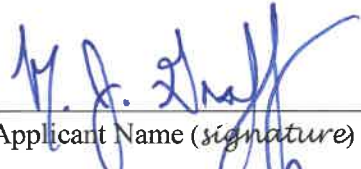
**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

Answers to the following questions are required to complete this application.

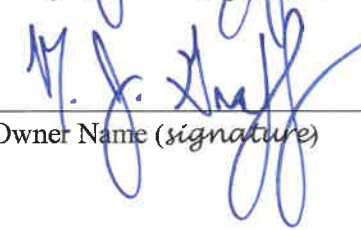
What are you proposing to do that would require a rezoning?

AMENDING THE PUD TO REDUCE NUMBER OF RESIDENCES FROM
17 TO 11. CHANGING BUILDING LAYOUT.

MARK GRAFF
Applicant Name (print)

X 
Applicant Name (signature)

MARK GRAFF
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

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10092386
Phone: (352) 241-7331
Date: 11/15/19
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	11/18/2019	12/30/2019	\$390.84

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. 2020-02

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

Northwest of the intersection of Montrose Street and 10th Street
Alternate Key 3826383 & 1789419

LEGAL DESCRIPTION

Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of The City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, (abandoned by Ordinance 112-M in ORB 654, Page 2171)
Less the East 10.00 feet of Tenth Street.

Description:

Lot 2, Block 114, Official Map of The City of Clermont, according to the Plat thereof, as recorded in Plat Book 8, Page 17, of the Public Records of Lake County, Florida.

Description:

Commence at the Southwest corner of Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run N 00°31'43" E along the West line of said Lot 1 for a distance of 159.95 feet to the POINT OF BEGINNING; thence run N 00°31'43" E for a distance of 18.21 feet to the beginning of a curve concave to the Northeast, having a radius of 242.98 feet, a chord bearing of N 70°01'59" W and a chord distance of 53.05 feet; thence run Northwesterly along the arc of said curve for a distance of 53.15 feet through a central angle of 12°32'00" to a point on the West line of Lot 2, said plat of the Official Map of The City of Clermont; thence leaving said West line of Lot 2 run S 82°44'40" E for a distance of 90.73 feet; thence run S 58°20'13" W for a distance of 47.37 feet to the Point of Beginning.

To amend existing Planned Unit Development (PUD) Ordinance 2018-19

This request will be considered by the Planning & Zoning Commission on Tuesday, December 3, 2019 at 6:30 p.m. and

A public meeting to consider the request will be held before the City Council on Tuesday, December 10, 2019 at 6:30 p.m. for (Introduction) and on Tuesday, January 14, 2020 for (Final Adoption).

The meetings will be held at City Hall,

Council Chambers, 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
Daily Commercial
City Clerk

Ad No: 10092386
November 18, 2019 &
December 30, 2019

Payment Info	
Ad Price	\$390.84
Tax	\$0.00
Sub Total	\$390.84
Prepaid Amount	\$0.00
Balance Due	\$390.84



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2020		
Agenda Item Name		
Lien Reduction Request		
Requested Action		
Staff Report		
On July 28, 2017, Code Enforcement observed a residential roof being installed at 1312 Disston St. without proper permits. The city's code enforcement officer provided a verbal warning and gave instructions on where to apply for a permit. A follow up inspection conducted on August 5, 2017 shows that the work was completed with no permit being applied for. A violation notice was sent out on August 9, 2017 with a compliance date of August 18, 2017. Property owner had multiple contacts with Code Enforcement from August 11, 2017 – October 20, 2017 and was given 3 extensions on the compliance date. On January 16, 2018 the Special Magistrate found the property in violation and gave a new compliance date of April 30, 2018 or a fine of \$75 per day. The property remained in violation and was scheduled for a hearing to create a lien at Special Magistrate on May 21, 2019. The roof permit was applied for on June 14, 2019 and all work was completed on July 19, 2019. The respondent is now requesting a reduction from the total lien amount of \$33,300.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Request Letter	c304f790-8d36-4751-b251-5e646eac07c7 (1).docx	
2. Chronology	Chronology.docx	

Martin Law Group, P.L.

1420 Celebration Blvd, Suite 200
Celebration, Florida 34747
www.callmartinlawgroup.com
info@callmartinlawgroup.com
(855) 300-6029

September 16, 2019

Mr. Daniel Mantzaris
DSK Law Group
332 North Magnolia Ave.
Orlando, FL 32801

Re: In the matter of: Case # C2017-000379

Mr. Mantzaris:

Thank you for your email correspondence of September 6, 2019. After review of our file and our client's goals in this matter, we propose the following options with regard to your request for specificity of what our client is seeking to accomplish in appearing before the City Council:

1. Dismissal of the fines and the existing lien against his property; or
2. Reduction of the amounts due and owing under the fines and lien; and/or
3. Under option #2 above, to reach an agreement of offer and compromise wherein my client is able to remit a reasonable amount in such a way as to avoid creating a financial hardship on him, but will enable him to regain and remain in good standing with the City of Clermont.

Please notify this office of the date, time and location of the hearing before the City Council at such time as this matter is placed on the Council's agenda. Thank you for your cooperation and assistance in our attempts to reach an amicable resolution to this matter.

Respectfully,

/s/Antonio G. Martin, Esq.

cc: client

Chronology for C2017-000379

- 7/28/2017 Officer Lori Crain observed a roof being installed with no permit displayed. Spoke to workers who responded with “not yet” when asked if they had a permit. Gave verbal notice to obtain permit.
- 8/5/2017 Inspection shows that work was completed no permit was pulled
- 8/9/2017 Violation notice sent out. Certified delivered 8/30/2017
- 8/11/2017 Property owner came to Development Services and is aware that contractor is unlicensed. Permit Tech Marivon Adams gave him a permit application and owner advised that he is going on vacation until 8/22/17 but will submit after he returns.
- 8/23/2017 Property owner came to Development services and said he would be submitting the paperwork on either 8/24/17 or 8/25/17
- 8/23/2017 Contractor reported to DBPR by Zoning Manager Lisa Widican
- 8/26/2017 Extension granted by Officer Lori Crain
- 8/29/2017 Property owner submitted an owner builder application, however, he does not reside at the property. Permit was rejected and property owner was informed by Permit Tech Joell Folmar that it was the incorrect application and since he does not reside at the property he will need to hire a licensed contractor.
- 9/19/2017 Property owner called Lori Crain stating that he has hired a contractor and requested a 30 day extension due to vacation. Extension was granted.
- 10/20/2017 Extension was granted by Officer Evie Wallace
- 11/27/2017 Hearing Notice sent out, certified delivered 11/30/2017
- 11/27/2017 Property owner stated it was difficult to obtain contractor due to recent storm causing roof damage throughout the area
- 11/29/2017 Property Owner came to Development Services to give letter from Wayne Block with Lildon Engineering Company. Spoke to Officer Evie Wallace who informed him that an application must still be submitted. Hand delivered Violation Notice and Hearing Notice and was informed if the application was submitted by 12/4/2017 the case would be dropped.
- 12/4/2017 Property owner was informed that the letter did not provide sufficient detail and that a licensed contractor must apply for a permit, advised that the case will proceed to hearing due to lack of compliance.
- 12/13/2017 Hearing was rescheduled and new Hearing Notice was sent out. Certified delivered on 12/21/2017

1/16/2018	Special Magistrate Hearing. Property was found to be in violation and given a compliance date of 4/30/2018 or a \$75 per day fine would accrue. Property owner was not present.
1/24/2018	Signed Orders were mailed. Certified was delivered on 2/12/2018
4/30/2018	Property still in violation, fines started
5/7/2019	Notice of Hearing and Motion for Order Imposing Fine and Creating Lien sent out. Certified delivered 5/13/2019
5/14/2019	Property owner came to Development Services and spoke to Officer Matt Reusch and stated he was having a hard time finding a contractor. Owner requested an extension on the hearing due to him being on vacation and unable to attend. The lien process was explained and the property owner was informed that once a permit was obtained by a licensed contractor and the property was inspected he could go before City Council to request a reduction. Owner stated that he understood and that he would continue to look for a contractor.
5/21/2019	Special Magistrate Hearing. Property was found to remain in violation and lien was placed for \$28,950 and will continue to accrue at \$75 per day. Property owner was not present.
6/10/2019	Lien Order was sent out. Certified was delivered 6/19/2019.
6/14/2019	Property owner called Officer Matt Reusch and stated that he had found a roofing company.
6/14/2019	Permit was applied for
6/18/2019	Permit #19-2199 was approved
7/9/2019	Permit was issued
7/18/2019	Roof was inspected and finalized
7/19/2019	Certificate of Completion was issued
7/19/2019	Affidavit of Compliance was sent out. Certified was delivered 7/22/2019
7/22/2019	Property owner called Officer Matt Reusch and was informed that the next step was to go before City Council to request a reduction.
7/22/2019	Property owner called Department Director Curt Henschel. Curt Henschel returned the call with Officer Matt Reusch and informed him that the only way to get a reduction was to go before the City Council. Owner stated that he understood and would prepare a letter requesting a reduction for City Staff to present



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, January 14, 2020	
Agenda Item Name	
Ordinance No. 2020-11 <i>Introduction</i> <i>Advent Health</i>	
Requested Action	
Recommend approval of Ordinance No. 2020-11.	
Staff Report	
The owner, Adventist Health System/Sunbelt, Inc., is requesting a rezoning from C-2 General Commercial to a Planned Unit Development (PUD) for a Medical Health Park Campus on 10.97 +/- acres. The parcel is located southeast of the intersection of State Road 50 and Citrus Tower Boulevard. The property is the former Don Mealy Chevrolet Dealership and the applicant intends to remove all existing structures and redevelop the site. The applicant has provided a Planned Unit Development (PUD) Plan - C100 showing the proposed layout of the site. The project will consist of two primary buildings, an off-site emergency department (OSED) and a medical office building. The off-site emergency department building will be approximately 18,500 square feet and the medical office building will be approximately 36,500 square feet. The total square footage of all the buildings collectively will not exceed 57,500 square feet. This includes an additional 5% from City Staff to allow for minor changes in the building design in case changes are required for final site engineering. The off-site emergency department will have 24 beds. The OSED will be staffed with doctors, nurses, and other medical personnel. The site plan shows that parking for the project will be 30% more than required by the City's Land Development Regulations. All required setbacks and landscape buffers will be developed according to the Land Development Codes. The site, as proposed, indicates no waivers to the Land Development Codes are being requested to redevelop the site. The PUD request is for a building size greater than 20,000 square feet and the Off Site Emergency Department (OSED), which is similar to a hospital use. The owner previously submitted plans for a similar project on the adjacent parcel that included several waivers to the Land Development Code. The owner has shifted the project to the current site to eliminate any waivers to the code.	
       	

Staff has reviewed the request as submitted and finds the proposal does meet the intent of Section 122-315, Review Criteria for a PUD. There is a mixture of commercial and office uses, including medical facilities similar to the one being proposed, within a half-mile of the project location. The site has access to an arterial roadway, State Road 50, and accessible through a major collector, Citrus Tower Boulevard, which are major transportation facilities. The City's Traffic Engineering Consultant has reviewed a recent traffic impact analysis provided by the owner and the review indicated while the project may contribute to the existing deficiencies along the roadway network, the project is not expected to create any new deficiencies. Public utilities are accessible and available, and the City can provide all services. The proposed use does not require school concurrency and will provides opportunities for job creation and growth in Clermont.

Staff has reviewed the applicant's proposal and supports the proposed development at this location, the proposed uses are compatible and consistent with the development patterns and uses in the area and the existing site is being redeveloped with no waivers to the Land Development Code. Staff recommends approval of Ordinance No. 2020-11 to rezone the subject property from C-2 General Commercial to (PUD) Planned Unit Development to allow for a health park, including an Off-Site Emergency Department (OSED) and medical office building (Health Park) as depicted in Exhibit A – PUD Site Development Plan.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Ord. 2020-11 Advent Health Final PUD (2)	Ord. 2020-11 Advent Health Final PUD (2).pdf
2.	Advent Health Location Map	Advent Health Location Map.pdf
3.	Zoning Map	Zoning Map.pdf
4.	PUD SITE DEVELOPMENT PLAN	PUD SITE DEVELOPMENT PLAN.pdf
5.	AH Health Parks Elevations_12-09-19	AH Health Parks Elevations_12-09-19.pdf
6.	Advent Health-Clermont graphics_Jan_2_2020	Advent Health-Clermont graphics_Jan_2_2020.pdf
7.	Rezoning Application	Rezoning Application.pdf
8.	ORDINANCE 2020-11-Legal AD	ORDINANCE 2020-11-Legal AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2020-11

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

Tract 23 and the East 27.00 feet of Tract 24 of Section 28, Township 22 South, Range 26 East, according to the Plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914 and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, INCLUDING vacated Paloma Road lying between Tracts 23 and 24.

TOGETHER WITH:

That portion of the 30.00 wide platted Right of Way lying North of Tracts 23 and 24 of Section 28, Township 22 South, Range 26 East, and lying North of vacated Paloma Road, to be bound on the West by the northerly projection of the West line of the East 27.00 feet of Tract 24 and bound on the East by the northerly projection of the East line of Tract 23, all according to the Plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914, and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida.

TOGETHER WITH

That portion of Tract 10 and that portion of the East 27.00 feet of Tract 9, Section 28, Township 22 South, Range 26 East, according to the plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914 and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF STATE ROAD 50.



**CITY OF CLERMONT
ORDINANCE NO. 2020-11**

LOCATION

Property located at the southeast corner of Citrus Tower Boulevard
and State Road 50 intersection
Eastern portion of Alternate Key 1648254

**From: General Commercial (C-2)
To: Planned Unit Development (PUD)**

SECTION 2. General Conditions

This application for a Planned Unit Development (PUD) to allow for a Medical Health Park Campus, including an Off-Site Emergency Department (OSD) and medical office buildings; including any ancillary similar type uses 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 shall be developed in substantial accordance with Exhibit A - Planned Unit Development Site Development Plan prepared by Klima Weeks, Sheet C100. 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 Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3. Land Uses and Specific Conditions

1. The project may consist of two primary buildings, an off-site emergency department (OSD) and a medical office building. The off-site emergency department building will be approximately 18,500 square feet and the medical office building will be approximately 36,500 square feet. The total square footage of all the buildings collectively shall not exceed 57,500 square feet.
2. Building Setbacks

State Road 50 (Front)	50 feet from the property line
Side Yard (West)	12 feet from the property line
Side Yard (East)	12 feet from the property line
Rear Yard (South)	25 feet from the property line
Internal to Planned Unit Development	12 feet from the property line



CITY OF CLERMONT
ORDINANCE NO. 2020-11

3. Landscape Buffer Setbacks

From State Road 50 (Front)	20 feet Buffer
From Citrus Tower	20 feet Buffer
Side (East)	10 feet Buffer
Rear (South)	10 feet Buffer
Internal to PUD	10 feet Buffer
4. The buildings shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Exhibit B – Elevations and shall meet the City of Clermont’s Architectural Standards.
5. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5.

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 6.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 7.

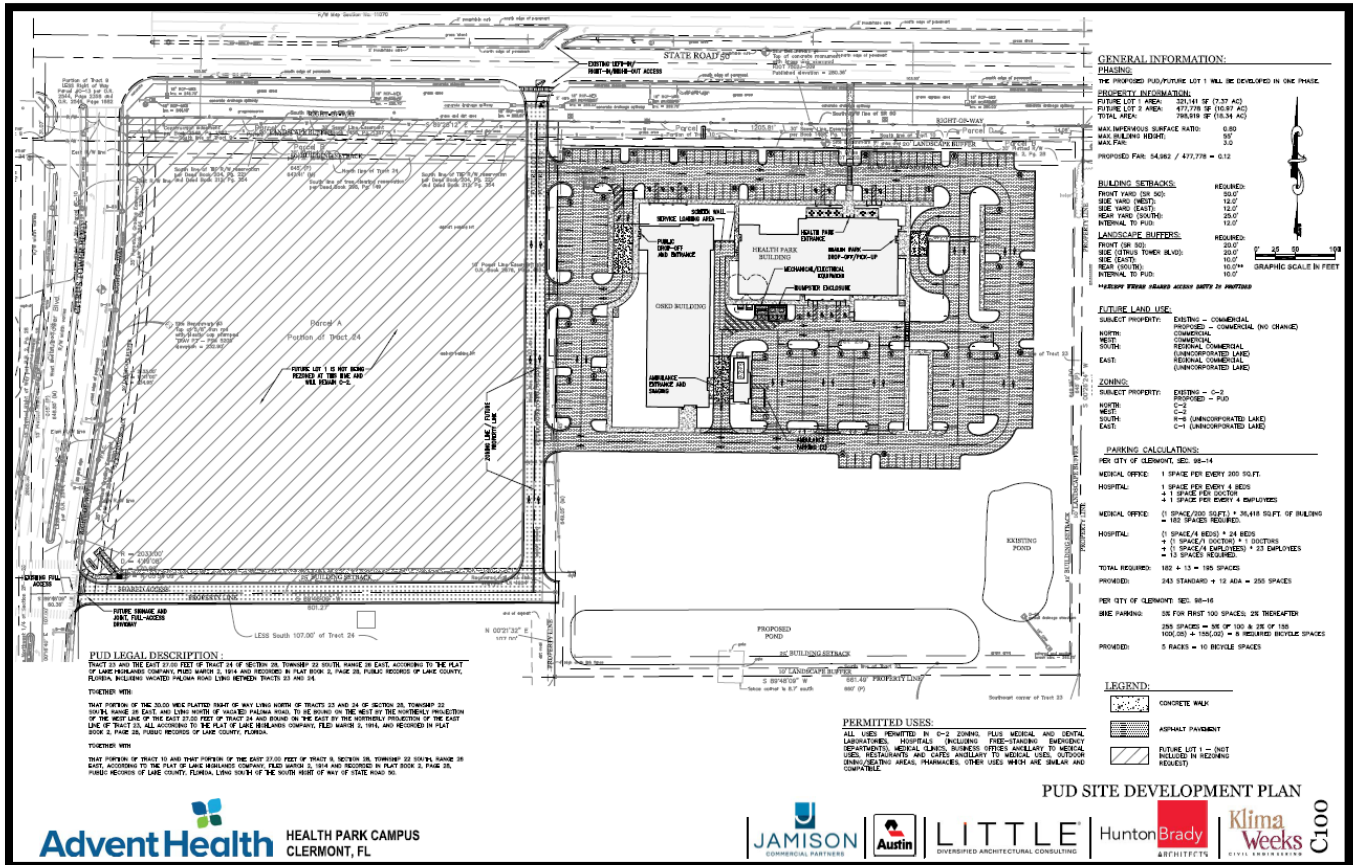
This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location map:



CITY OF CLERMONT ORDINANCE NO. 2020-11

Exhibits A and B



AdventHealth HEALTH PARK CAMPUS
CLERMONT, FL

JAMISON
COMMERCIAL PARTNERS

Austin

LITTLE
DIVERSIFIED ARCHITECTURAL CONSULTING

HunttonBrady
ARCHITECTS

Klima Weeks
CLIAA 1000000000

C100



AdventHealth HEALTH PARK CAMPUS
CLERMONT, FL

JAMISON
COMMERCIAL PARTNERS

Austin

LITTLE
DIVERSIFIED ARCHITECTURAL CONSULTING

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C100



CITY OF CLERMONT
ORDINANCE NO. 2020-11

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this _____ day of _____, 2020.

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

LOCATION MAP

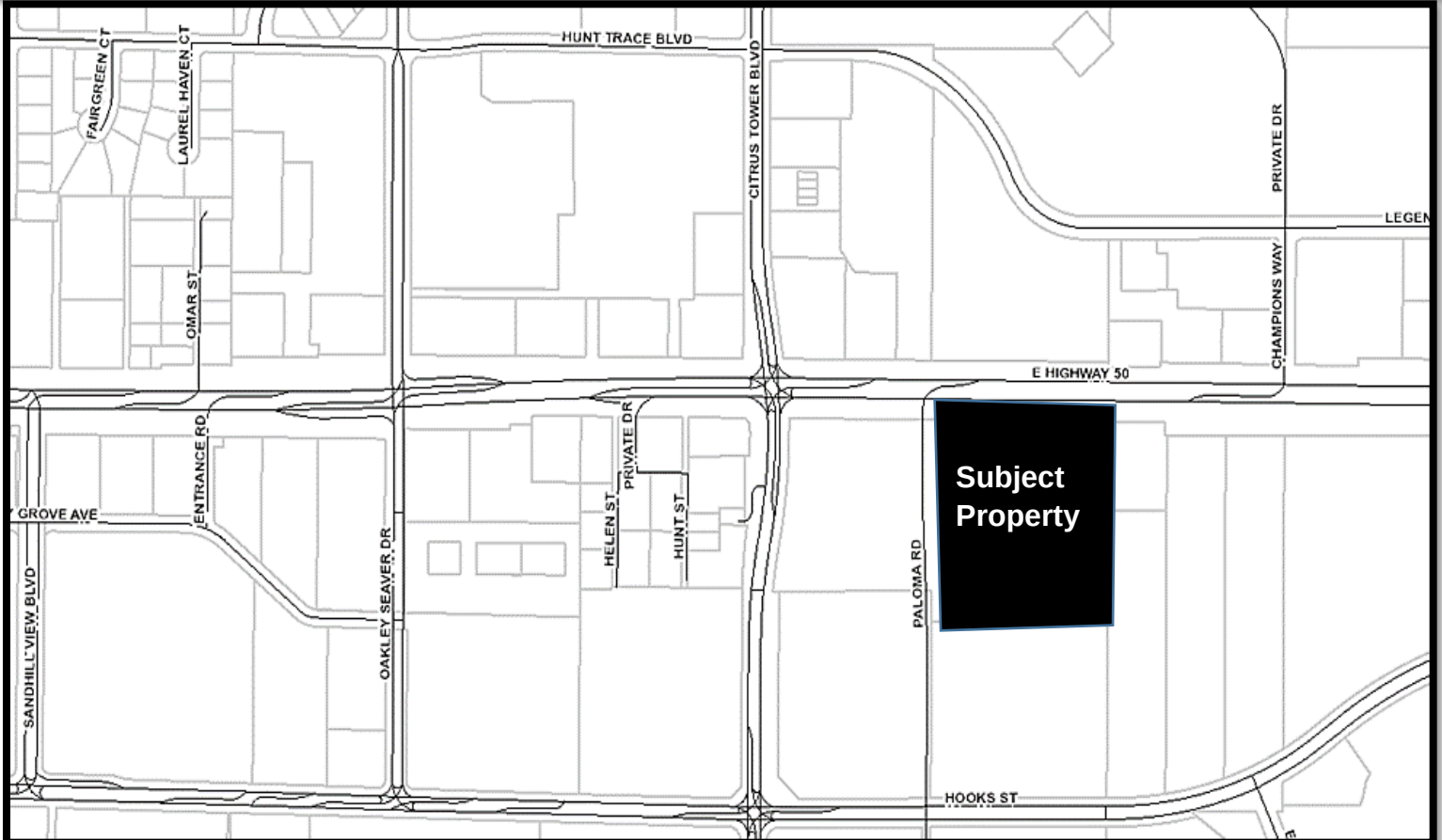
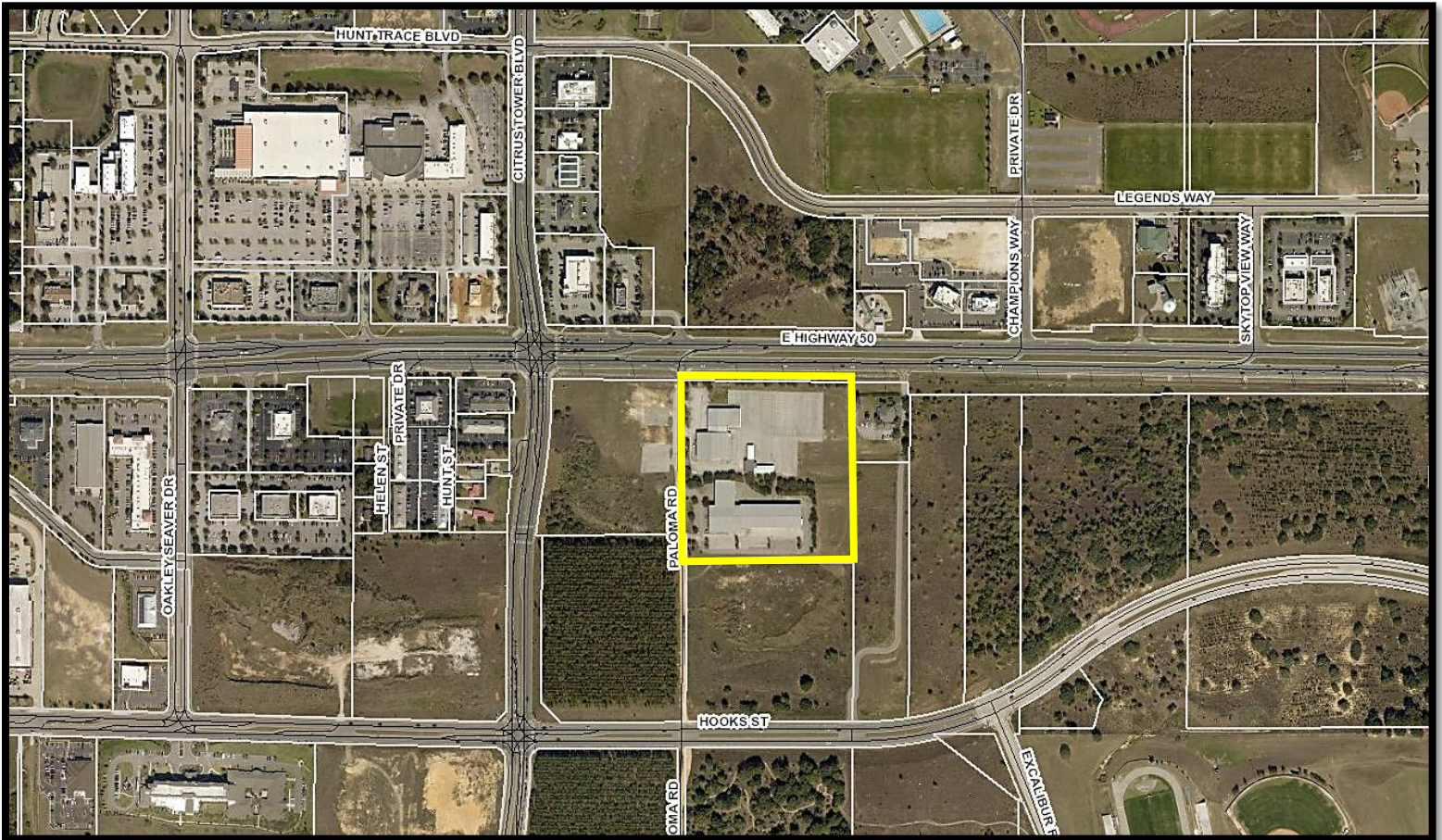
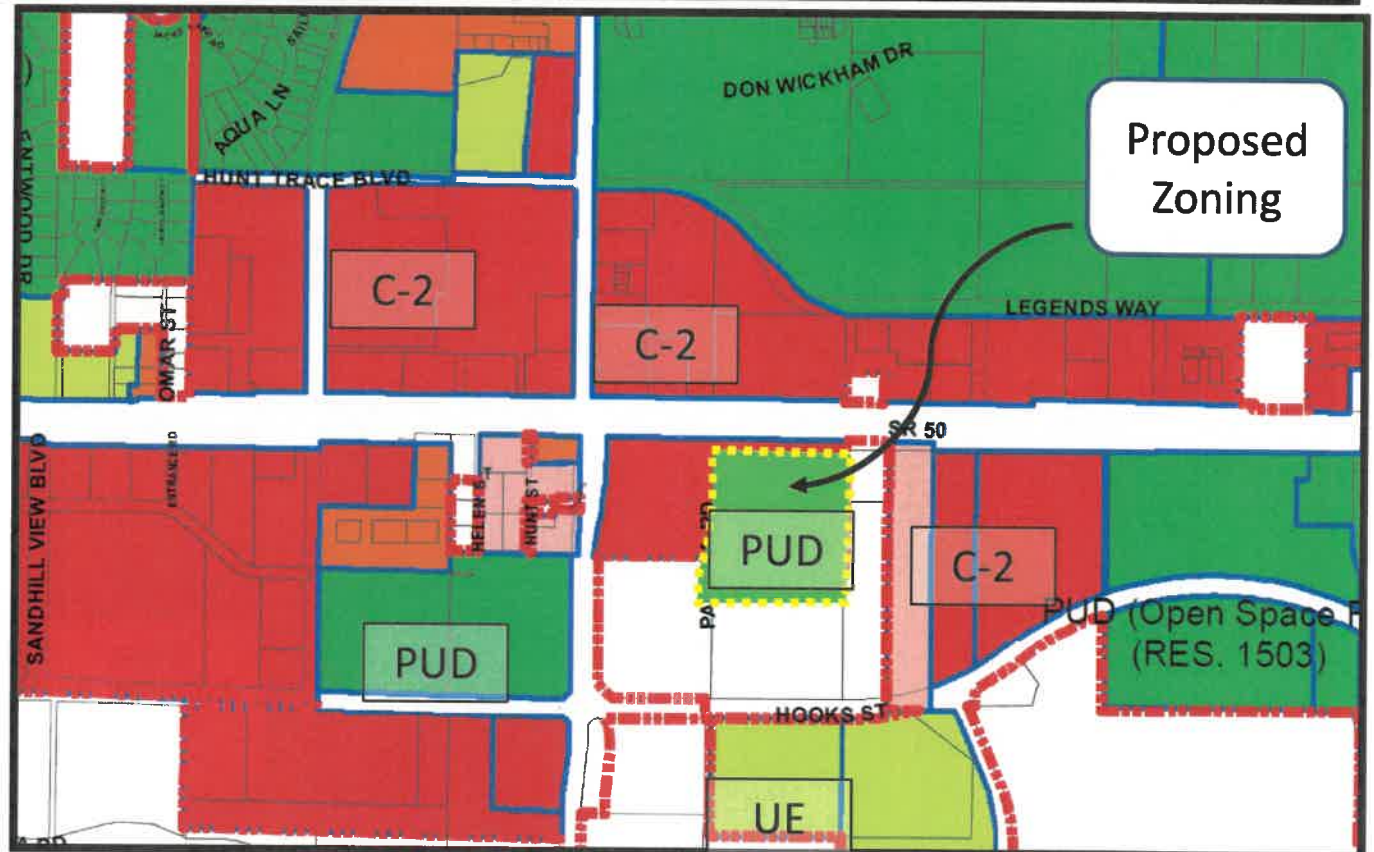
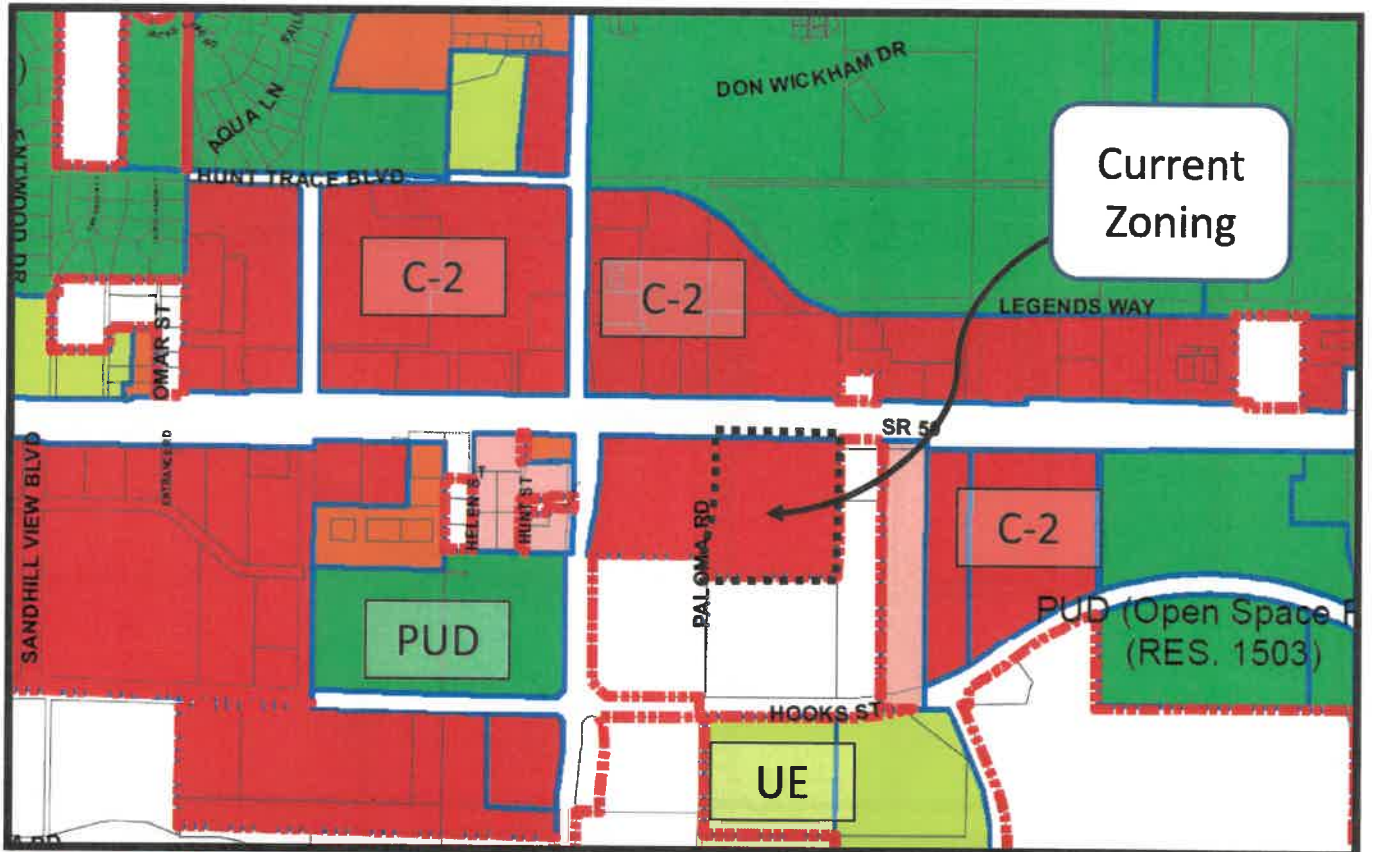
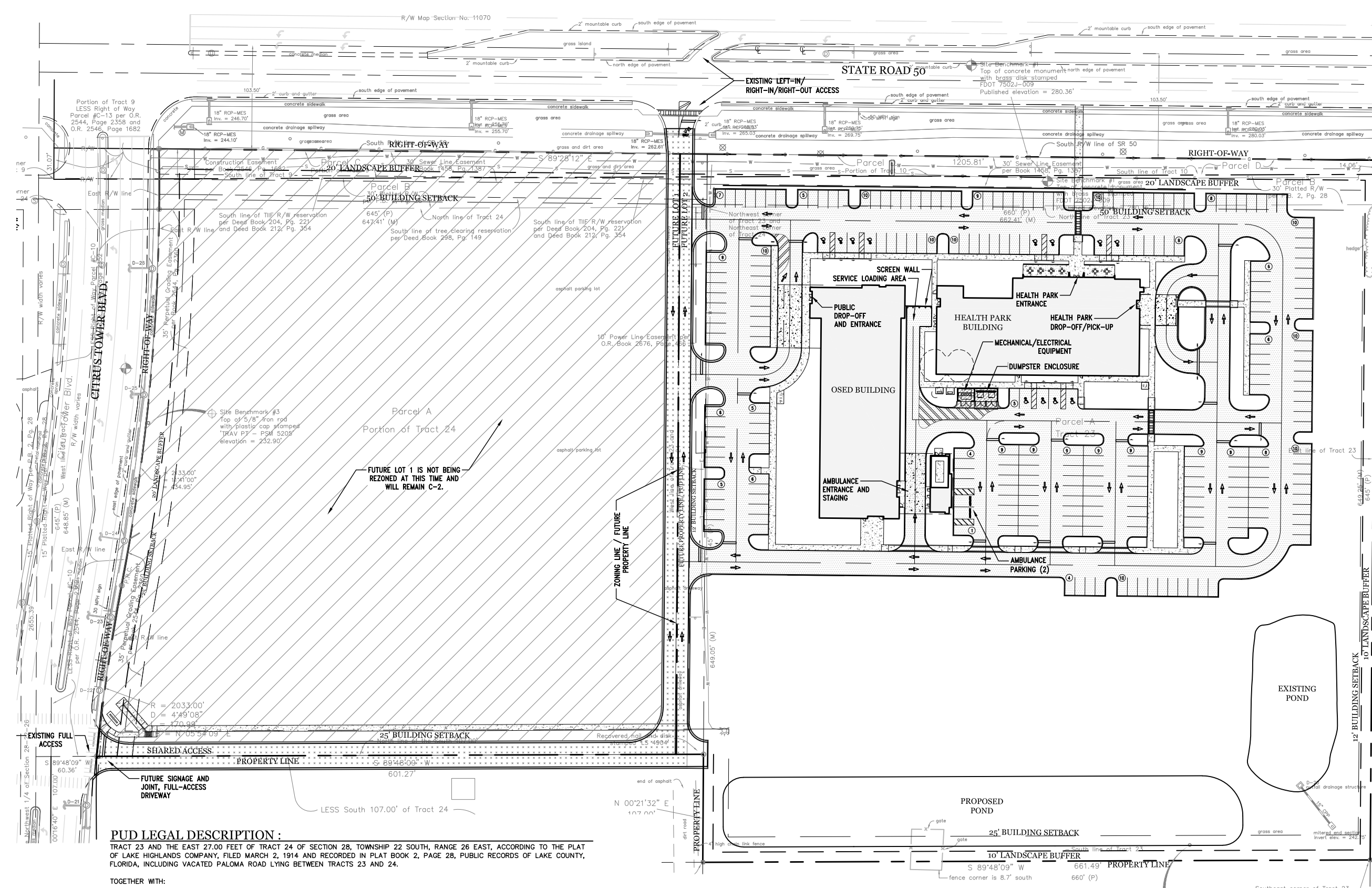


Exhibit - Zoning Map – Advent Health Campus





GENERAL INFORMATION:

PHASING:
THE PROPOSED PUD/FUTURE LOT 1 WILL BE DEVELOPED IN ONE PHASE.

PROPERTY INFORMATION:
FUTURE LOT 1 AREA: 321,141 SF (7.37 AC)
FUTURE LOT 2 AREA: 477,778 SF (10.97 AC)
TOTAL AREA: 798,919 SF (18.34 AC)

MAX. IMPERVIOUS SURFACE RATIO: 0.80
MAX. BUILDING HEIGHT: 55'
MAX. FAR: 3.0

PROPOSED FAR: 54,962 / 477,778 = 0.12

BUILDING SETBACKS:

	REQUIRED:
FRONT YARD (SR 50):	50.0'
SIDE YARD (WEST):	12.0'
SIDE YARD (EAST):	12.0'
REAR YARD (SOUTH):	25.0'
INTERNAL TO PUD:	12.0'

LANDSCAPE BUFFERS:

	REQUIRED:
FRONT (SR 50):	20.0'
SIDE (CITRUS TOWER BLVD):	20.0'
SIDE (EAST):	10.0'
REAR (SOUTH):	10.0'*
INTERNAL TO PUD:	10.0'

****EXCEPT WHERE SHARED ACCESS DRIVE IS PROVIDED**

FUTURE LAND USE:

SUBJECT PROPERTY:	EXISTING - COMMERCIAL PROPOSED - COMMERCIAL (NO CHANGE)
NORTH:	COMMERCIAL
WEST:	COMMERCIAL
SOUTH:	REGIONAL COMMERCIAL (UNINCORPORATED LAKE)
EAST:	REGIONAL COMMERCIAL (UNINCORPORATED LAKE)

ZONING:

SUBJECT PROPERTY:	EXISTING - C-2 PROPOSED - PUD
NORTH:	C-2
WEST:	C-2
SOUTH:	R-6 (UNINCORPORATED LAKE)
EAST:	C-1 (UNINCORPORATED LAKE)

PARKING CALCULATIONS:

PER CITY OF CLERMONT, SEC. 98-14

MEDICAL OFFICE: 1 SPACE PER EVERY 200 SQ.FT.

HOSPITAL: 1 SPACE PER EVERY 4 BEDS
+ 1 SPACE PER DOCTOR
+ 1 SPACE PER EVERY 4 EMPLOYEES

MEDICAL OFFICE: (1 SPACE/200 SQ.FT.) * 36,418 SQ.FT. OF BUILDING = 182 SPACES REQUIRED.

HOSPITAL: (1 SPACE/4 BEDS) * 24 BEDS
+ (1 SPACE/1 DOCTOR) * 1 DOCTORS
+ (1 SPACE/4 EMPLOYEES) * 23 EMPLOYEES = 13 SPACES REQUIRED.

TOTAL REQUIRED: 182 + 13 = 195 SPACES

PROVIDED: 243 STANDARD + 12 ADA = 255 SPACES

PER CITY OF CLERMONT: SEC. 98-16

BIKE PARKING: 5% FOR FIRST 100 SPACES; 2% THEREAFTER

255 SPACES = 5% OF 100 & 2% OF 155
100(.05) + 155(.02) = 8 REQUIRED BICYCLE SPACES

PROVIDED: 5 RACKS = 10 BICYCLE SPACES

LEGEND:

- CONCRETE WALK
- ASPHALT PAVEMENT
- FUTURE LOT 1 - (NOT INCLUDED IN REZONING REQUEST)

PERMITTED USES:

ALL USES PERMITTED IN C-2 ZONING, PLUS MEDICAL AND DENTAL LABORATORIES, HOSPITALS (INCLUDING FREE-STANDING EMERGENCY DEPARTMENTS), MEDICAL CLINICS, BUSINESS OFFICES ANCILLARY TO MEDICAL USES, RESTAURANTS AND CAFES ANCILLARY TO MEDICAL USES, OUTDOOR DINING/SEATING AREAS, PHARMACIES, OTHER USES WHICH ARE SIMILAR AND COMPATIBLE.

PUD LEGAL DESCRIPTION :

TRACT 23 AND THE EAST 27.00 FEET OF TRACT 24 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, FILED MARCH 2, 1914 AND RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, INCLUDING VACATED PALOMA ROAD LYING BETWEEN TRACTS 23 AND 24.

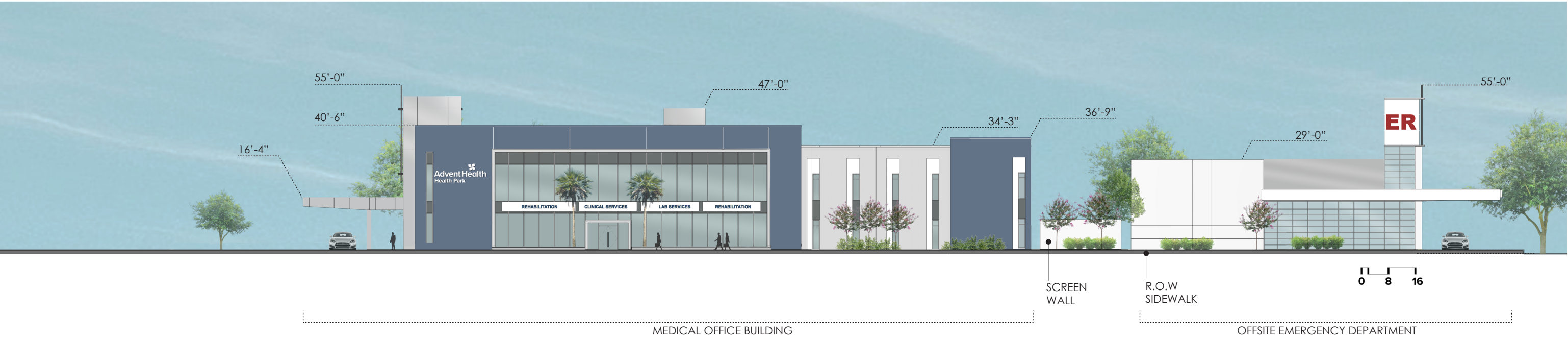
TOGETHER WITH:

THAT PORTION OF THE 30.00 WIDE PLATTED RIGHT OF WAY LYING NORTH OF TRACTS 23 AND 24 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND LYING NORTH OF VACATED PALOMA ROAD, TO BE BOUND ON THE WEST BY THE NORTHERLY PROJECTION OF THE WEST LINE OF THE EAST 27.00 FEET OF TRACT 24 AND BOUND ON THE EAST BY THE NORTHERLY PROJECTION OF THE EAST LINE OF TRACT 23, ALL ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, FILED MARCH 2, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

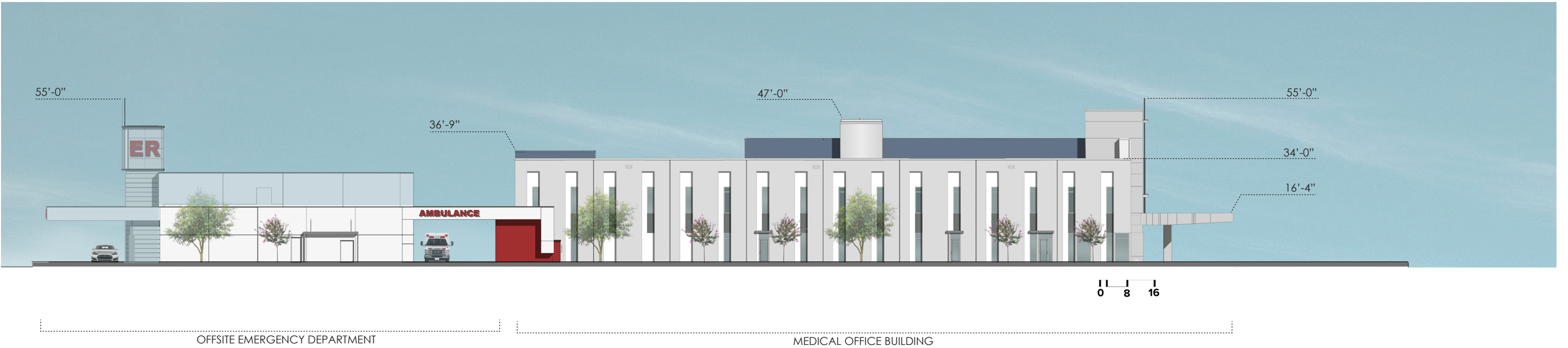
TOGETHER WITH

THAT PORTION OF TRACT 10 AND THAT PORTION OF THE EAST 27.00 FEET OF TRACT 9, SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, FILED MARCH 2, 1914 AND RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF STATE ROAD 50.

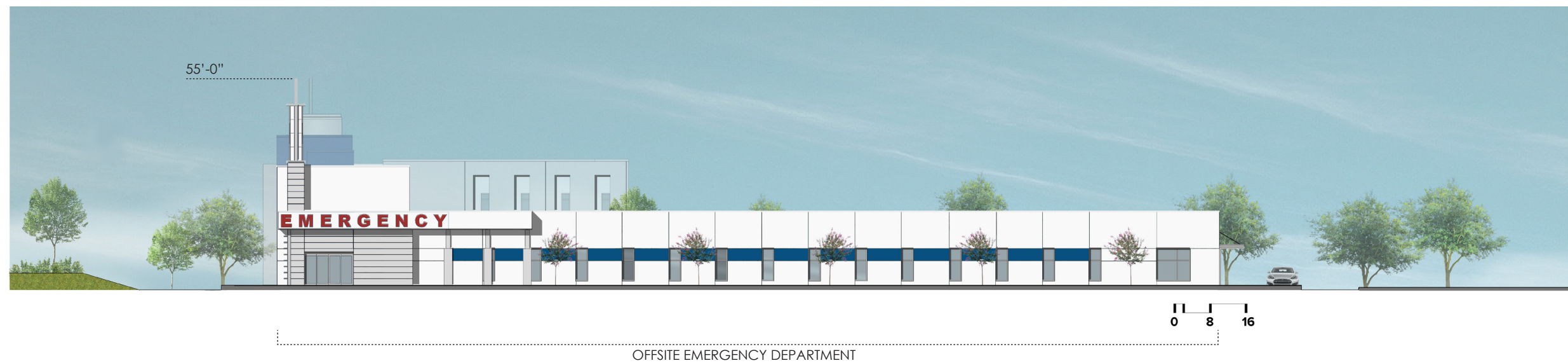
PUD SITE DEVELOPMENT PLAN



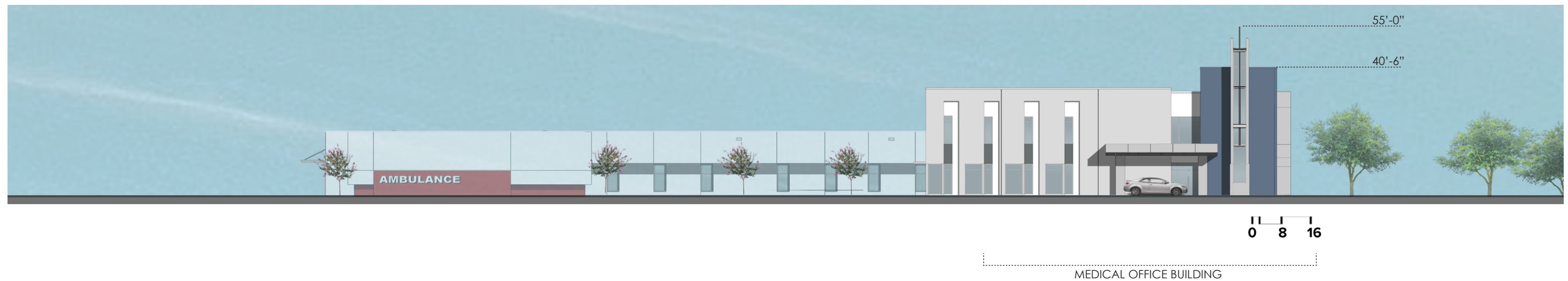
NORTH | S.R. 50 ELEVATION



SOUTH



WEST



EAST





FL - 50

PALOMA RD





Advent Health

REHABILITATION

LAB SERVICES

CLINICAL SERVICES

REHABILITATION







**CITY OF CLERMONT
REZONING
FILING INSTRUCTIONS**

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month - on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application:

- ▶ Completed application. Include all signatures:
 - ◇ Applicant's signature (if different from owner of record)
 - ◇ Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application.
- ▶ Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- ▶ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- ▶ Fee: \$542.⁰⁰ plus the cost of the advertisement



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: December 6, 2019

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Advent Health - Health Park Campus

APPLICANT: Adventist Health System/Sunbelt, Inc.

CONTACT PERSON: Tim Burrill, Senior Vice President

Address: 1919 N. Orange Avenue

City: Orlando State: FL Zip: 32804

Phone: 407-303-1197 Fax: _____

E-Mail: tim.burrill@AdventHealth.com

OWNER: Adventist Health System/Sunbelt, Inc.

Address: ATTN: Advent Health Accounting Dept, 601 E. Rollins Street, Box 50

City: Orlando State: FL Zip: 32803

Phone: 407-303-1197 Fax: _____

Address of Subject Property: 14138 SR 50, Clermont, FL 34711

Legal Description (include copy of survey): See attached Legal Descriptions: Property and PD

Acreage: 16.74 Land Use: Commercial
(City verification required)

Present Zoning: C-2 (see attached) Proposed Zoning: PUD
(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?

We are proposing to redevelop the eastern portion of the above-referenced site to a health park,
including an off-site emergency department (OSD) and medical office building (health park) with
associated pavement areas, pedestrian hardscape, utilities and stormwater management.

Tim Burrill, Senior Vice President

Applicant Name (print)

X

Tim Burrill

Applicant Name (*signature*)

Tim Burrill, Senior Vice President

Owner Name (print)

X

Tim Burrill

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

Property Legal Description

PARCEL A:

Tracts 23 and 24 of Section 28, Township 22 South, Range 26 East, according to the Plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914 and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, INCLUDING vacated Paloma Road lying between Tracts 23 and 24, LESS the West 1/2 of the South 107 feet thereof.

Less and except the following:

The South 107 feet of Tract 24, Section 28, Township 22 South, Range 26 East, according to the Plat of Lake Highlands Company, as recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida.

Further, less and except the following:

R/W Parcel #C-10 as described in Statutory Warranty Deed to Lake County recorded in O.R. Book 2544, Page 2352, Public Records of Lake County, Florida.

TOGETHER WITH:

PARCEL B:

That portion of the 30.00 wide platted Right of Way lying North of Tracts 23 and 24 of Section 28, Township 22 South, Range 26 East, and lying North of vacated Paloma Road, to be bound on the West by the East right of way line of Citrus Tower Boulevard and bound on the East by the northerly projection of the East line of Tract 23, all according to the Plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914, and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida.

PARCEL C:

That portion of Tract 9, Section 28, Township 22 South, Range 26 East, according to the plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914 and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF STATE ROAD 50; LESS AND EXCEPT R/W Parcel #C13 as described in the deeds to Lake County, Florida, recorded in O.R. Book 2544, Page 2358 and O.R. Book 2546, Page 1682, Public Records of Lake County, Florida.

PARCEL D:

That portion of Tract 10, Section 28, Township 22 South, Range 26 East, according to the plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914 and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF STATE ROAD 50.

PD Legal Description

Tract 23 and the East 27.00 feet of Tract 24 of Section 28, Township 22 South, Range 26 East, according to the Plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914 and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, INCLUDING vacated Paloma Road lying between Tracts 23 and 24.

TOGETHER WITH:

That portion of the 30.00 wide platted Right of Way lying North of Tracts 23 and 24 of Section 28, Township 22 South, Range 26 East, and lying North of vacated Paloma Road, to be bound on the West by the northerly projection of the West line of the East 27.00 feet of Tract 24 and bound on the East by the northerly projection of the East line of Tract 23, all according to the Plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914, and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida.

TOGETHER WITH

That portion of Tract 10 and that portion of the East 27.00 feet of Tract 9, Section 28, Township 22 South, Range 26 East, according to the plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914 and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF STATE ROAD 50.



DEVELOPMENT SERVICES
352-394-4083

November 16, 2018

Klima Weeks
385 Douglas Ave Ste 2100
Altamonte Springs, FL 32714

Re: AK#1648254

The above listed property is zoned C-2 (General Commercial) and the Future Land Use is Commercial. The Zoning designation is consistent with the Future Land Use Designation. Please see attached Permitted and CUP uses under the C-2 Zoning Regulations.

If you should have any further questions, please contact me at 352-241-7301.

Thank you,

A handwritten signature in blue ink that reads "L. Widican".

Lisa Widican
Community Development Manager
City of Clermont

Sec. 122-223. - Permitted uses.

(a) *Generally*, Permitted uses in the C-2 district are as follows:

- (1) Retail businesses: Any retail business or service, including the sale of goods and services for resale, as long as it is incidental to and in conjunction with a retail business.
- (2) 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 and dry cleaning establishments. Permanent makeup service may be allowed as an accessory use; with a business tax receipt and with medical supervision, within an existing salon, beauty shop, barber shop, medical office, or similar use. Such service shall be limited to the face area and would consist of cosmetic permanent makeup for eyeliner, eyebrow and mouth/lip liner definition.
- (3) Professional offices, doctors' offices, banks, loan companies, insurance and real estate offices, and similar businesses.
- (4) Recreation facilities, theaters, including drive-ins, bowling alleys, skating rinks, billiard halls, miniature golf courses, driving ranges and tourist attractions.
- (5) Restaurants and lounges.
- (6) Buildings, structures or uses maintained or operated by the City.
- (7) No retail establishment may occupy more than 100,000 square feet.
- (8) Lodges and clubs.
- (9) Laundries.
- (10) Hotels and motels.
- (11) Convenience stores and gas stations.
- (12) Shopping centers; Any group of businesses with shared parking or in which the total land area of the development is less than ten acres.
- (13) Nursery schools, kindergartens or child care centers; provided the outdoor play area is enclosed by a fence at least four feet high and all state requirements are met.

(b)

Floor space. Any business establishment or structure proposing to occupy more than 20,000 square feet of floor space shall require a conditional use permit. The floor area ratio for any structure shall not exceed that identified by policies of the adopted comprehensive plan.

(c) *Uses to be enclosed; outdoor storage.* All uses must be conducted within a completely enclosed building; except for outdoor storage, which must be screened from a public street and adjacent property.

(d) *Sidewalk use.* Restaurant or food service business establishments may utilize the outside private sidewalk area adjacent to the business for patron use, to include non-fastened small tables and chairs or benches during business hours only.

Businesses which utilize this type of sidewalk use shall maintain at least a four-foot wide open area for passage from one property to the next, from the inside of any curb toward the business front, and in accordance with the Americans with Disabilities Act. Where such four-foot open space is not available, table or chairs shall not be allowed. All such uses shall be approved by the applicable City administrator. Number and size limitations are as follows:

- (1) Limited to 50 percent of restaurant frontage as approved by the development services department.
- (2) Maximum number of tables and chairs; four tables with a maximum of four chairs each.
- (3) Maximum table width; four feet.
- (4) Umbrellas may be utilized provided they adhere to the four-foot clearance for Americans with Disabilities Act access and do not have any advertising.

(e) Restaurants or similar food service business establishments with larger outdoor seating area available that can be isolated may be permitted with the following provisions:

- (1) Site plan approval is required by the site review committee. Location and any separation from other uses; sidewalks, parking, and landscape for example, must be demonstrated and maintained.
- (2) Outdoor seating cannot exceed more than half the total square feet or number of seats, whichever is less, of the indoor seating area.
- (3) All sidewalks and pedestrian access areas shall maintain Americans with

Disabilities Act accessibility.

- (4) No advertising shall be permitted on table umbrellas or fencing material unless approved by the city administrative official.
- (5) Required landscaping must be maintained in accordance with the city Land Development Code.

(Code 1998, § 122-223; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 292-C, § II, 4-13-1999; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 2010-05-C, § 2, 3-23-2010; Ord. No. 2013-04, § 2, 2-26-2013; Ord. No. 2016-27, § 2, 6-28-2016)

Sec. 122-224. - Conditional uses.

- (a) Conditional uses in the C-2 district are as follows:
 - (1) Manufacturing, provided such manufacturing employs not more than five persons and is incidental, complementary to, and in conjunction with a retail business or service.
 - (2) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.
 - (3) Shopping centers; any group of businesses with shared parking or in which the total land area of the development is ten acres or more.
 - (4) Agricultural service operations.
 - (5) Public or semipublic facilities or structures not operated by the city and not listed as a permitted use.
 - (6) Utility facilities; such as electric transformers, gas regulator stations, and so forth.
 - (7) Recreational vehicle parks.
 - (8) Hospitals, clinics, and nursing homes.
 - (9) Automobile and truck repair garages; and painting, welding and body shops.
 - (10) Dwelling units, provided that the requirements of the R-3 zone are met, mobile home parks per article V of this chapter, and planned unit developments per article IV of this chapter.
 - (11)

Kennels or veterinary clinics, provided that all animal services and confinement areas; including runs, are in air conditioned and sound-attenuated buildings.

- (12) Churches, funeral homes and cemeteries.
 - (13) Retail establishments more than 100,000 square feet.
 - (14) Private schools.
 - (15) Bus terminals, major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales.
 - (16) Bed and breakfast inns.
 - (17) Automobile and truck services, carwashes, and automobile, truck, boat and farm equipment sales.
- (b) In case of uncertainty of the classification of any use, uses may be permitted which; after consideration by the planning and zoning commission and approval of the city council, are not more obnoxious to the district than the uses provided in this section. All conditional uses must be provided per chapter 86, article III, division 3.

(Code 1998, § 122-224; Ord. No. 281-C, § 1(ch. 7), 11-8-1994; Ord. No. 292-C, § III, 4-13-1999; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 299-C, § 2, 6-27-2000; Ord. No. 333-C, § 4, 3-23-2004; Ord. No. 2013-04, § 2, 2-26-2013; Ord. No. 2016-27, § 2, 6-28-2016)



Cash Register Receipt

City of Clermont

Receipt Number
R17502

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			\$55.00
18-4216 Address: 14138 STATE ROAD 50 CLERMONT F Apn: 1648254			\$55.00
ZONING VERIFICATION LETTER FEE			\$55.00
ZONING VERIFICATION LETTER FEE	10329-32903	0	\$55.00
TOTAL FEES PAID BY RECEIPT: R17502			\$55.00

Date Paid: Friday, November 16, 2018

Paid By: klima weeks

Cashier: LW

Pay Method: CHECK 12545

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: 10093136
Phone: (352) 241-7331
Date: 12/13/19
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	12/23/2019	01/13/2020	\$355.80

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. 2020-11

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:

Vacant property located at the southeast corner of Citrus Tower Boulevard and SR 50 intersection
Portion of AK 1648254
10.97 +/- Acres

LEGAL DESCRIPTION

Tract 23 and the East 27.00 feet of Tract 24 of Section 28, Township 22 South, Range 26 East, according to the Plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914 and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, INCLUDING vacated Paloma Road lying between Tracts 23 and 24.

TOGETHER WITH:

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the East by the northerly projection of the East line of Tract 23, all according to the Plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914, and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida.

TOGETHER WITH

That portion of Tract 10 and that portion of the East 27.00 feet of Tract 9, Section 28, Township 22 South, Range 26 East, according to the plat of LAKE HIGHLANDS COMPANY, filed March 2, 1914 and recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF STATE ROAD 50.

FROM: C-2 General Commercial
TO: Planned Unit Development (PUD)

This request will be considered by the Planning & Zoning Commission on Tuesday, January 7, 2020 at 6:30 p.m. and

A public meeting to consider the request will be held before the City Council on Tuesday, January 14, 2020 at 6:30 p.m. (Introduction) and a public meeting to consider this request will be held before the City Council on Tuesday, January 28, 2020 for final enactment.

All meetings will be held at City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont FL 34711.

This Ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Clermont FL, 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 en-

sure 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 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10093136
December 23, 2019 &
January 13, 2020

Payment Info	
Ad Price	\$355.80
Tax	\$0.00
Sub Total	\$355.80
Prepaid Amount	\$0.00
Balance Due	\$355.80