



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY CENTER
AGENDA
6:30 PM, Tuesday, March 23, 2021**

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 extended by the Mayor or by majority vote of the Council. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Florida Bicycle Month

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 - Minutes Approval

Consider approval of the minutes from February 23, 2021 and March 9, 2021 regular City Council meetings.

Item No. 2 - Event Request
Pig On the Pond

Consider event to be held October 15, 16, and 17, 2021 for open container in approved area, fee waiver, signage, fireworks, staff assistance, and trail and boat ramp closure.

Item No. 3 - Event and Open Container Request
Taste of South Lake

Consider allowing the South Lake Chamber of Commerce to have an open container area for event on November 4, 2021 at Waterfront Park.

Item No. 4 - Utility Agreement
Clermont Self Storage CR 455

Consider agreement request for 600 gallons of water per day for a self storage facility located in unincorporated Lake County and within the City's JPA area.

Item No. 5 - Resolution No. 2021-016R
Budget Amendment

Consider Fiscal Year 2021 Budget Amendment

Item No. 6 - Resolution No. 2021-017R
Employment Policies Manual Updates

Consider Resolution to amend, restate, and readopt the Employment Policies Manual.

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UNFINISHED BUSINESS

Item No. 7 - Ordinance No. 2021-004 *Final*
Hooks Street Offices Annex

Consider annexation request for vacant parcel located on Hooks Street and east of Sandhill View Road.

Item No. 8 - Ordinance No. 2021-005 *Final*
Hooks Street Offices CPA

Consider request to change the future land use from Lake County Regional Commercial to Clermont Commercial for vacant parcel located on Hooks Street and east of Sandhill View Road.

Item No. 9 - Ordinance No. 2021-006 *Final*
Hooks Street Offices Rezoning

Consider rezoning from Lake County R-6 Urban Residential to Clermont C-2 General Commercial for vacant property located on Hooks Street and just east of Sandhill View Road.

Item No. 10 - Ordinance No. 2021-007 *Final*
Withdrawn

This ordinance regarding CBD code amendments has been withdrawn.

Item No. 11 - Ordinance No. 2021-009 *Final*
Victory Pointe CPA

Consider request to change the future land use from Downtown Mixed Use and Low Density Residential to Parks designation for property located at 851 Victory Way.

Item No. 12 - Ordinance No. 2021-011 *Final*
Victory Pointe Rezoning

Consider rezoning from Central Business District and C-1 Light Commercial to Parks and Recreation for property located at 851 Victory Way.

Item No. 13 - Ordinance No. 2021-012 *Final*
Pension Plans

Consider approving the restatement of the Fire Pension Plan and the Police Pension Plan.

NEW BUSINESS

Item No. 14 - Resolution No. 2021-014R
Greater Horizons Academy

Consider a conditional use permit in the C-2 General Commercial zoning district for a private school located in the Emerald Lakes Shopping Plaza, 1203 West Highway 50.

Item No. 15 - Lien Reduction Request

Consider lien reduction request from Legends Homeowners Association.

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Item No. 16 - Ordinance No. 2021-010 *Final*
Graff Building PUD
Table to April 27, 2021

Consider rezoning to Planned Unit Development for a mixed-use residential and office project located in the Central Business District at 872 W. Minneola Avenue.

ADJOURN

Public Notice

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.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

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.

PROCLAMATION

Whereas, bicycles provide the means to travel to work, school, and parks, and play an important role in the lives of millions of Florida's resident and visitors as a popular form of recreation and exercise and motivating ecotourism; and

Whereas, bicycles provide and economical means of transportation, thus increasing access to employment, providing active transportation options for those without access to a motor vehicle, and reducing traffic congestion, emissions and air pollution; and

Whereas, Florida was named the 10th most Bicycle Friendly State in America by the League of American Bicyclists for 2019 and Florida ranked first in the Infrastructure and Funding Category reflecting a strong statewide commitment to building a safe bicycle infrastructure; and

Whereas, FDOT and many local governmental agencies across the state have adopted complete streets goals and policies to develop a multimodal transportation system that supports walking and biking as safe transportation options; and

Whereas, of Florida residents, 60% live within one mile of bicycle facilities, and the Florida Greenways and Trails System Plan establishes the vision for implementing a connected statewide system of greenways and trails for recreation, conservation, alternative transportation, healthy lifestyles, a vibrant economy, and a high quality of life;

Whereas, the City of Clermont is placed uniquely in the exact middle of the Coast-to-Coast connector trail which will link communities between St. Petersburg and Titusville, providing a "safe, scenic and sunsational" multi-use trail allowing residents and visitors to explore Central Florida by bicycle and on foot; and

Whereas, the City of Clermont is recognized nationally and internationally for its commitment to sports and being home to champion tri-athletes, bicyclists, Olympians, and all other active lifestyle enthusiasts.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the Month of March, Two Thousand and Twenty One as:

FLORIDA BICYCLE MONTH

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 23 Day of March in the year Two Thousand and Twenty One.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

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REGULAR COUNCIL MEETING
February 23, 2021

The City Council met in a regular meeting on Tuesday, February 23, 2021 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Pines, Entsuah, Bates, and Purvis. Other City officials present were Interim City Manager Dauderis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Dawn Carter of the First United Methodist Church gave the invocation followed by the Pledge of Allegiance.

The following is part of the City Manager's Report, but was heard out of order at this time.

Interim City Manager Dauderis reviewed agenda changes informing the Council that Agenda Items No. 4 and 5 had been withdrawn, and Items No. 6 and 7 have requested to be tabled to April 13, 2021.

OATH OF OFFICE

Chaplain Dawn Carter

Police Chief Broadway introduced Dawn Carter, FUMC and gave a brief background on the chaplain program. Chief Broadway read the oath aloud having Pastor Carter recite the oath.

PROCLAMATIONS

World Hearing Day

City Clerk Howe read the proclamation into the record and Mayor Murry presented the proclamation to Dr. Laura Pratesi and her office associates.

The following is part of the Reports Section of the agenda, but was heard out of order at this time.

LAKE COUNTY COMMISSION REPORT

Mayor Murry asked Commissioner Sean Parks to come forward to give his report to the City Council.

Sean Parks, Lake County Commissioner – County Commissioner Parks introduced the new County Manager Alan Rosen.

Alan Rosen, Lake County Manager – Mr. Rosen said that he was happy to be serving Lake County. Mr. Rosen provided an update on the Marsh Road situation. He stated that the Lake County Commission provided direction to him that day to send a strongly worded letter to Winter Garden asking them to rescind their resolution. He informed them that the Titan who owns the sand mine will also be sending a letter. Both are actively working to engage Orange County as well.

Mayor Murry informed the Council that the item will be up for consideration that Thursday.

Commissioner Parks informed the Council that the County has also reached out to the State Department of Transportation (FDOT). FDOT Secretary Kevin Tebow lives in Lake County and is aware of the situation and also has questions and concerns. In light of the action by Winter Garden, the County is asking for expediting the expansion of Hartwood Marsh Road. Commissioner Parks stated that they need data before taking any more serious action.

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Council Member Purvis thanked Commissioner Parks and Mr. Rosen for their work thus far. He reminded them though that enforcement is set to take effect in seven (7) days, and he does not believe that a letter is a strong enough action. He inquired as to who actually owns that section of road.

Commissioner Parks responded that it is most likely Orange County, but Winter Garden may have a small portion of it. Council Member Purvis asked if the City and the County can ask the courts for a temporary injunction for relief.

City Attorney Mantzaris responded that there is an option available to take an action like that. The difficulty is in determining if Clermont has the necessary standing and the right to participate. All the roads being affected are County roads which the City has no jurisdiction over. City Attorney Mantzaris informed the Council that there is a legal representative from Titan present who is willing to present their plan of action.

Council Member Bates asked if there was anything prohibiting the City of Clermont from attending the Winter Garden meeting and stating the City's position.

Mayor Murry stated that he talked to the Winter Garden mayor yesterday and he said that they may have overstepped their bounds.

Council Member Purvis asked for a response from the City Attorney within 48 hours whether or not the City can file, if necessary, a petition for an injunction. City Attorney Mantzaris replied that he will attempt to get an answer for the Council, but cautioned the Council that the City is in a precarious situation for what it can do.

The Council gave a consensus that Council Member Bates should represent the City at the Winter Garden meeting.

Commissioner Parks informed the Council that if the County is going to move forward with an ordinance, they need to have the data to go into that first to make sure it is legally defensible so they do not get a lawsuit; asking Winter Garden to rescind their resolution is only the first step.

Susan Stevens, Titan Inc - *Legal Representative*. Informed the Council that Titan will be filing a lawsuit the following day. Ms. Stevens also informed the Council that stretch of road being considered is only a half mile stretch and it is not entirely owned by the City of Winter Garden. While the intention may have been to stop the mining trucks, the way the ordinance was written it will stop all three (3) axle vehicles whether they are from Wal-Mart, Publix, Titan, or a shipping company. She added that mining operation has been in its location since 1969 and that Titan actually built the road that they are now being barred from using.

Council Member Purvis asked if the City was to join the lawsuit, would it be in name only or would there be a financial component as well. Ms. Stevens said that she is not asking the City to contribute financially.

Interim City Manager Dauderis provided the Council a copy of the PowerPoint from Lake County that includes their action items. She also told the Council that she has spoken with the Winter Garden City Manager as well as the City's lobbyist in Tallahassee.

PUBLIC COMMENTS

David Surter, Fruitland Park, FL - He commented that individuals need to talk to their representatives.

Jerry Miller, 3294 Saloman Lane, Heritage Hills – Thanked Council who replied to his emails. Supports the Winter Garden decision.

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Sue Cordova, 2768 Kingston Ridge Drive, Clermont – Thanked Council Members who replied to his emails. Supports the Winter Garden decision. Suggested that the City and the County put a moratorium on all future development on Hartwood Marsh Road.

Chris Martin, Clermont Police Union, 3600 US 27 – Wanted to address comments made at the January 26, 2021 City Council meeting regarding the Clermont Police Department. For most of the City’s history, the Clermont Police Department has provided for the safety and well-being of its citizens, however there has never been perfection and there has been periods where individuals, not the organization, have been blemishes. The existence of bad actors are the exception and not the rule. Mr. Martin expressed gratification to Chief Broadway and the actions he has taken since becoming Chief. He reminded the Council that Clermont is accredited both regionally and nationally. Mr. Martin talked about the successes of the Police Department. He urged the Mayor to recognize the reality of the situation and reminded him that words and ideas matter and can erase years of progress in mere moments. Mr. Martin expressed his sincere hope that the City leadership and the Police Department can grow together for a better and brighter future for everyone.

Dani Page, Inside Clermont – Reminded the Council that Mayor has not apologized for comments made regarding the Police Department.

Vincent Niemiec, 4569 Barrister Drive, Clermont – Informed the Council that he is a member of the Planning and Zoning Commission, but is speaking as a citizen. Opposes the Winter Garden decision. Suggested a moratorium on any development that will increase traffic on Hartwood Marsh Road until a solution is reached.

Shawna Vaughn, 473 Blue Cypress Drive – Supports the Police Department. Urged the Mayor to be a positive influence and to retract his recent statements about the Clermont Police Department.

Rick Altman, KeepClermontRural.org, 10723 Lake Ralph Drive, Clermont – Urged the Council to pass an ordinance for wise development and keep Clermont rural. Asked the Council to help preserve the green swamp area against sand mining for purposes of tourism and more.

Pastor Daniel Berios, 13742 Vista Del Lago Blvd – Asked the Council to consider the plight of the homeless in Clermont.

Charlene Forth, 939 W. Desoto Street, Clermont – Supports the Mayor. Urged him not to apologize to the Police Department.

Kathleen Dian, Principal, Imagine South Lake Charter – Provided schools perspective on Hartwood Marsh situation. Asked the Council and the County to consider limitations immediately to ensure safety for the children.

Jack Monerra, 1319 11th Street – Urged the Council to be compassionate to the homeless.

REPORTS

INTERIM CITY MANAGER REPORT

Interim City Manager Dauderis asked the Council if they would like the City to send a letter to Winter Garden. The Council agreed to send a letter.

Interim City Manager Dauderis provided an update on the City Manager recruitment process and stated that based on conversation at the workshop they are going to go out to bid for an executive search firm.

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Interim City Manager Dauderis provided an update on council meeting locations. She informed the Council that while the Council can return to the Chambers, staff is cautioning against returning while the Council meetings have some contentious issues on the agenda. The Council agreed that they should remain at the CCC until staff determines it is safe to return to the Chambers.

Finally, it was announced that there would be a CRA meeting on March 9, 2021 at 6:00pm.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Bates –

- Attended Lake County League of Cities Board of Directors meeting.
- Informed the Council that the state legislative session starts on March 2.
 - HB 403 needs to be watched as it limits local government control

Council Member Purvis –

- Will be attending the Metropolitan Planning Organization meeting the following day.
- Asked for a report on the Art Walk District. Upset with lack of communication.
- Thanked staff and Fire Department for their work on Covid-19.
- Implored the Mayor to address the comments made against the Clermont Police Department.

Council Member Entsuaeh –

- Attended the coffee with a cop. Encouraged other Council Members to attend.
- Also, spoke to students about perseverance and attitude.

Council Member Pines –

- Read portions of a written statement regarding the Mayors recent statements on the Clermont Police Department

Mayor Murry –

- Restated his support and respect for the Clermont Police Department, his admiration for Chief Broadway and his pride in the City of Clermont.

Council Member Purvis expressed disappointment that the Mayor would not apologize for calling the Police Department racist which was captured on recording. Mayor Murry clarified that he never called the Clermont Police Department racist. He stated that the issue was the proposed Citizen Advisory Committee, and he will not apologize for something he did not do.

Interim City Manager Dauderis provided an update regarding the Art Walk District. Development Services Director Henschel added that the bicycle is covered up and the mural with the count trillion has been painted over. Interim City Manager Dauderis committed to making the Art Walk update a standing item at meetings until the issue is resolved.

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City Attorney Mantzaris informed the Council regarding a Conditional Use Permit issue; the CUP granted to the Art Walk Eatery is null and void because it was not filed correctly, but the building is current. There were no further updates.

CONSENT AGENDA

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

Item No. 1 – Minutes Approval

Consider approval of the minutes from the City Council meetings of January 26, 2021 and February 9, 2021; and the February 3, 2021 Ethics Training.

Item No. 2 – Piggyback Purchase and Budget

Consider request to piggyback the Florida Sheriff's Association contract with Garber Chrysler Dodge Jeep, Inc to purchase seven (7) police rated vehicles in the total amount of \$196,950.85 and a budget amendment from Police Impact Fees in the amount of \$181,500.00 to cover the total costs for three (3) vehicles.

Item No. 3 – Piggyback Agreement

Consider request to piggyback Seminole County contract with R&M Service Solutions, LLC to provide Hydrant and Valve Maintenance, Repair and Flushing Services in the annual estimated budgeted amount of \$162,000.

MOTION TO APPROVE the consent agenda for February 23, 2021 made by Council Member Bates. Seconded by Council Member Entsuah. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 4 – Ordinance No. 2019-14 *FINAL – Wise Annexation – WITHDRAWN*

Item No. 5 – Ordinance No. 2019-15 *FINAL – Wise Large Scale CPA – WITHDRAWN*

Item No. 6 – Ordinance No. 2020-16 *FINAL – Hartwood Marsh Assisted Living CPA – TABLED*

The following was heard out of order and was considered during the City Managers Report.

City Clerk Howe read the legal title into the record.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT;

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PROVIDING FOR THE ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

MOTION TO TABLE the hearing of Ordinance No. 2020-16 until April 13, 2021 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 7 – Ordinance No. 2020-17 FINAL – Hartwood Marsh Assisted Living Rezoning – TABLED

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, RECORDING, AND PUBLICATION.

The following was heard out of order and was considered during the City Managers Report.

City Clerk Howe read the legal title into the record.

MOTION TO TABLE the hearing of Ordinance No. 2020-17 until April 13, 2021 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 8 – Ordinance No. 2021-001 FINAL – Hooks Street/Skorman Multi-Family PUD

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

Planning Manager John Kruse presented the staff presentation on behalf of the City. The applicant is requesting a rezoning of parcel on Hooks Street to Planned Unit Development (PUD) for a multi-family apartment complex.

The parcel is located at the intersection of Hooks Street and Excalibur Road and is adjacent to East Ridge Middle School. The PUD zoning category is being requested since it allows an increased density. The property is located in the City of Clermont and will be served by the city's utilities. The applicant is proposing access points on Excalibur Road and Hooks Street. A traffic impact analysis has been performed and the study did not identify any new roadway deficiencies. The study did identify a failing level of service during the morning peak hours associated with the school traffic. The applicants consultant has indicated that during the morning traffic residents will most likely use the Hooks Street access, and the developers

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have further committed that Excalibur Road exit will be closed from 6:00am to 7:45am. The applicant is requesting one (1) waiver to the Land Development Code. They have requested a waiver to allow for a cut and fill of 13 ft. The applicant has revised this down from an initial request of 30 ft. Staff supports the waiver. Upon staff review, staff recommends approval of the ordinance. The Planning and Zoning Commission unanimously also recommended approval.

Jimmy Crawford, 702 W. Montrose Street – *Applicants Representative*. Mr. Crawford apologized to the Council explaining that there are a lot of important issues with this project and he has a number exhibits and expert testimony that will require about a one (1) hour presentation.

Council Member Purvis asked if they could expedite the process by just asking questions instead of hearing the full presentation. City Attorney Mantzaris informed the Council that as this is a quasi-judicial issue, the applicants have the right to present their case in the manner they feel best represents their position.

Mr. Crawford provided a background of Skorman Development and explained it is a father and son company. He introduced Kevin Skorman as his first speaker.

Kevin Skorman, 6000 Metro West Blvd – *Applicant*. Mr. Skorman Jr. gave a history of his company. They are a state certified general contractor who averages three (3) projects per year with a focus on presenting a quality product. He expressed that the topography of the site was a challenge. They are planning to own and operate the site long term, and pledge to donate \$100 for every lease signed to a Clermont based charity.

Mr. Crawford introduced Mark Skorman.

Mark Skorman, 9720 Lake Isleworth Court, Windermere – *Applicant*. Mr. Skorman Sr. displayed an example of their product and gave an overview of the quality of the development. He then described the Clermont project and gave a high level overview of its design and the improvements they made to conform to City staff's requests.

Mr. Crawford informed the Council that there are 138 businesses within 1 mile of the site. The development team felt that this parcel was the perfect location as it is not abutting a single-family residential neighborhood. Mr. Crawford stated that the rates would be as follows:

- 1 Bedroom = \$1,000/Month
- 2 Bedroom = \$1,400/Month
- 3 Bedroom = \$1,700/Month

Mr. Crawford added that the project would also allow for multiple tenant occupancy as long as the primary lease holder was occupying one of the rooms on the lease.

Mr. Crawford then introduced Bob Koch who served as the architect for the project.

Bob Koch, 2555 Temple Drive, Winter Park – *Applicant Representative*. Mr. Koch said his firm specializes in multifamily development. He explained that the side is a sand hill and thus is challenging. They have designed a project to fit and compliment the topography. The parking is on the backside and is hidden by the buildings. The roads switch back and forth in tiers. They have 9 ft. ceilings.

Mr. Crawford introduced Chuck Hiatt as the project's civil engineer to discuss site plan issues.

Chuck Hiatt, Civil Engineer, Besh-Halff – *Applicant Representative*. Mr. Hiatt informed the Council that even with a closed exit in the morning, the development would be able to accommodate a school bus stop

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inside the development. He also added that he felt that a 10 percent grading is the minimum that the parcel and topography will allow. Mr. Crawford asked if the property could be developed for single family residential without a grading waiver. Mr. Hiatt said that he does not believe it would be possible.

Mr. Crawford introduced James Taylor as the projects traffic engineer. He also informed the Council that he will provide the Clerk with a CD of all the resumes for the experts he is presenting to the Council.

James Taylor, Kimley Horn & Associates – *Applicant Representative*. Mr. Taylor performed the traffic impact analysis on the site. The study area was conducted within a one mile radius. The trip generation methodology is derived from the latest standards. The projects impact 1.7 percent. There will be no transportation deficiencies.

Council Member Entsuaah asked what an acceptable level of service (LVS) is defined as. Mr. Taylor says it depends on the road as the City and County adopt maximum levels of service for each road. Hooks Street is currently operating at a LVS of C which means it has a lot of capacity. In contrast, SR 50 is closer to an E and sometimes an F in certain areas.

Mr. Crawford reviewed several legal issues regarding the approval and why the applicant feels the Council has a legal responsibility to approve the project. He emphasized that the applicants are doing what the Council asked them to do. He reminded the Council that the City staff, the City's consultant, and the City's Planning and Zoning Commission are all supporting this project.

Mr. Crawford began to review news articles and letters of support for the project and apartments in Clermont.

Due to technical difficulties, a recess was called at 9:14PM

The Council reconvened at 9:22PM.

Mr. Crawford concluded reviewing the support letters received for the project. He reserved the right to respond to public comments.

Mayor Murry opened the public hearing for comments from the public.

Charlene Forth, 939 W. Desoto Street, Clermont – opposed to the request.

Pastor Brenda Walker, 915 W. Desoto Street – Supports the project, but is looking for more affordable housing where she can move and raise her grandchildren.

Reginald Boyd, 3723 Briar Run – Supports the project and supports affordable housing in Clermont.

Brad Parker, 1845 Merlot Drive, Sanford – Supports the project. Commercial realtor and a Baptist Minister.

Dani Page, 2422 Lakewood Avenue, Clermont – Opposed the project. Expressed concerns with traffic and transient residents. Spoke to Hellen Lavalley with the School Board who said there were issues with the report.

Brett Tabor, 15167 Utonia Street – Supports the project. Works in Clermont and wants to move family here, but cannot afford a home, and felt that current apartment offerings are not up to par.

Ricardo Cumberbatch, 11014 Hawkseye Court, Windermere – Supports the project. Spoke to quality of Skorman facility in Windermere.

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John Lattimore, 4519 South Lake Orlando Parkway, Orlando – Supports the project. He has friends that want to live in Clermont, but cannot afford a home.

Tonya Hopper, 10138 Lennox Street, Clermont – Supports the project. Ms. Hopper is a relocation specialist who has found it difficult to place working professionals in Clermont due to the lack of affordable housing.

Lisa Williams, 297 Emerald Shores Circle, Windermere – Supports the project. Works for the Skormans and spoke to their quality as developers and facility managers.

Mark Hillary 619 W. SR 50, Groveland – Supports the project. Mr. Hillary's family owns a tree farm that would supply trees to the project.

Joa Macnalie, 3296 White Blossom Lane – Neither supports or opposes the project. Asked the Council to define affordable housing and the pricing index.

Jeff Forest 1400 High Springs Lane, Oakland – Supports the project.

Lisa Rayborn, 14124 Cypress Dr., Clermont – Supports the project. Informed the Council that construction is at an all-time high. There is not enough supply and the demand is only growing higher.

Seeing no further comments from public, Mayor Murry closed the public hearing.

Council Member Pines asked Interim City Manager Dauderis to add multifamily housing to an upcoming workshop. She then expressed concerns for the project explaining that she feels it is too close to a school; she does not like the location. She also stated that this is not affordable housing.

Council Member Purvis expressed frustration with Mr. Crawford's presentation length saying that he oversold the project and lost him half way through. He disclosed that he met with Mr. Crawford regarding the project. He expressed a significant concern with the subleasing of rooms. He indicated he will not support the project because of that issue.

Mr. Crawford explained that the decision to offer sublets was made because of the Council's direction to offer affordable housing. They can remove it if that is the stumbling block.

Council Member Bates disclosed he met with the applicant via a phone call. He will not be supporting the project. He expressed concerns regarding traffic.

Mr. Skorman Sr. explained they attempted to do high density development at the site, but the City staff had nixed the plan due to the cut size that it would have required. He re-emphasized that they added the room renting option in response to the direction they received regarding affordable housing. He added that their normal renting procedures require a background check and a one (1) year lease.

Council Member Entsuah stated that while he supports the project in concept, he is against the project location due to its closeness to the schools and traffic. Mr. Skorman Sr. responded that their development in Minneola is next to Lake Minneola High School and they have a great partnership with the school.

Mayor Murry said that he would not support the project due to its location by the schools and his issue with the grading as he favors the hills. He also expressed that this is not, in his opinion, affordable housing.

Council Member Purvis spoke to the Council in favor of the applicant and said that the location is a challenge for any type of development. He feels the applicant did an outstanding job and wants to support the project. He asked the applicant if they would be willing to increase the landscape buffering between the project and school. Mr. Skorman, Sr. replied they are open to adding additional landscape buffering.

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Mr. Skorman, Jr. spoke to the Council about the topography challenges presented on Hooks Street. They came back to city staff four (4) different times before staff was willing to support a proposal. He is unaware of any other property on Hooks Street that can support multi-family development.

Mayor Murry told the developer they have done an outstanding job with a challenging parcel, but he will not support the project.

MOTION TO DENY the adoption of Ordinance No. 2021-001 made by Council Member Bates. Seconded by Council Member Pines.

Prior to the vote being taken, City Attorney Mantzaris asked that since this is a PUD review, he recommends adding language to the motion clarifying that the motion to deny is because the applicant has failed to meet the review criteria in the City Code for impact on the surrounding area and traffic.

Council Member Bates restated his motion with the suggested language.

MOTION TO DENY the adoption of Ordinance No. 2021-001 due to the fact that it failed to meet the City Code review criteria for location, impact on the surrounding area and traffic impact made by Council Member Bates. Seconded by Council Member Pines. Passed 4-1 on roll call vote with Council Member Purvis dissenting.

Item No. 9 – Ordinance No. 2021-002 FINAL – Ford of Clermont Rezoning

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 CONFLICT, SEVERABILITY, AND ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

Development Services Director Henschel presented the staff presentation. The applicant is asking for a rezoning from C2 to PUD to allow for remodel and expansion of Ford of Clermont dealership as is required by Ford national. The facility was constructed in 1976, and the current zoning class does not allow for development flexibility. The proposed remodel will require four (4) waivers. Upon staff review, staff supports 3 of the 4 requested waivers. The waiver requests are as follows:

1. To allow landscape islands of less than 300 sq. ft. Staff does not support this waiver.
2. To allow 25 contiguous parking spaces without a landscape buffer. Staff supports this waiver.
3. To allow a decrease in parking space size from 10ft to 8ft for inventory. Staff supports this waiver.
4. To exceed the maximum 80 percent impervious surface ration. Staff supports this waiver.

Staff recommends approval as presented with the approval of waivers 2-4 and denial of all other requests. The Planning and Zoning Commission also recommended approval.

Jimmy Crawford, 702 W. Montrose St., Clermont - *Applicant Representative*. The group Mr. Crawford represents purchased the dealership in 2019. The existing facility was constructed without any waivers; however, it was built in 1976. They are asking to upgrade a grandfathered, existing, deficient site to bring

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it up to date with the dealer required mandates received from Ford nation. If they do not meet the mandates, they will have to sell the site and relocate.

Mr. Crawford introduced Greg Crawford as project engineer.

Greg Crawford, Florida Engineering Group – *Applicant Representative*. Gave an engineering overview of the landscape islands. Mr. Crawford stated that they are putting in pervious concrete that will allow the water to agitate to the ground underneath. Any additional impervious space will be constructed using the pervious concrete materials. Mr. Crawford also informed the Council that the property will receive credit for using the pervious concrete from the water management district.

Mr. Jimmy Crawford gave the Council an overview of the economic impact of the dealership to Clermont.

Mayor Murry opened the public hearing for comments from the public; seeing no public come forth, the floor was closed.

After some brief discussion, the Council indicated support for the project. Mayor Murry said he could not support it due to exceeding the impervious surface amount.

MOTION TO APPROVE and adopt Ordinance No. 2021-002 with waivers 1-4 intact;
Seconded by Council Member Purvis. Passed 4-1 on roll call vote with Mayor Murry
dissenting.

Item No. 10 – Ordinance No. 2021-008 FINAL – *Municipal Service Taxing Unit (MSTU)*

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

Interim City Manager Dauderis explained that the ordinance is to continue the Municipal Service Taxing Unit (MSTU) for an additional one (1) year.

Council Member Entsuah stated he would like to see a tri-city agreement instead of the County, but he is okay with the ordinance as is.

Mayor Murry opened the public hearing for comments from the public; seeing none, the floor was closed.

MOTION TO APPROVE and adopt Ordinance No. 2021-008 made by Council Member
Bates. Seconded by Council Member Pines. Passed 5-0 on a roll call vote.

The following was heard out of order, and would have normally been considered under reports.

Prior to adjournment, Council Member Bates asked the Council to consider a time-sensitive event application.

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Stacy Uptain, 11001 Lake Catherine Circle, Clermont – Ms. Uptain informed the Council she is representing the Clermont Sailing Center non-profit. In October, she spoke with Parks and Recreation staff and was told she did not need a permit for their event. Now, she was told that they do need a permit and it is this weekend.

Chris Dudeck, Parks and Events Manager, responded that the sailing regatta is a three (3) day event that they just received this week. Applications normally must be submitted sixty (60) days in advance. He also informed the Council that the special event permit was updated last winter to address the FDEP review requirement for any event on Lake Minneola. The event applicant must go through the FDEP permitting process first which takes about thirty (30) days. The City is not allowed to permit without FDEP approval.

City Attorney Mantzaris advised the Council that they should respect the FDEP process and not approve the event as it risks penalties from the State.

After a brief discussion with the Council and City Attorney, Ms. Uptain withdrew the request for a permit. No action was taken by the Council.

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ADJOURN: With no further comments, this meeting adjourned at 11:20 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

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The City Council met in a regular meeting on Tuesday, March 9, 2021 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Pines, Entsuah, Bates, and Purvis.

Other City officials present were City Attorney Mantzaris, City Clerk Howe, and Deputy City Clerk Lueth. *Note: City Clerk Howe was sitting in for Interim City Manager Dauderis and Deputy City Clerk Lueth was performing the tasks of the City Clerk.*

INVOCATION & PLEDGE OF ALLEGIANCE

The invocation was provided by Doctor Damian Emetouche from Clermont Central Church followed by the Pledge of Allegiance.

PROCLAMATION

East Ridge High School State Champions Recognition

Deputy City Clerk Lueth read the proclamation into the record. The proclamation was presented by Mayor Murry to Mr. John Raulerson and the Knights of Aeronautics club members at East Ridge High School.

Government Finance Officers Week

Deputy City Clerk Lueth read the proclamation into the record. The proclamation was presented by Mayor Murry to Finance Director Brosonski and her staff.

PRESENTATIONS

Fiscal Year 2021 Quarterly Budget Update

Director Pam Brosonski gave the quarterly budget update for the first quarter of Fiscal Year 2021. The presentation was made via PowerPoint. The purpose of the presentation was to review key revenues and expenses experience by the City in the first quarter. The City is showing a 46 percent collection rate, but it is important to note that revenues are not collected equally throughout the year. Revenues collected for utilities are consistent, and permits and business licensing are ahead of last year's numbers. Director Brosonski told the Council that state revenue projections are coming in higher than expected, but this will not greatly impact the budget as the City's reserves need to be made whole again. Overall the spending is in line with the budget.

PUBLIC COMMENTS

Pastor and Ms. James Duffy, 527 Pitts Street, Clermont – Would like to see speed addressed on Pitts Street including monitoring by the Clermont Police Department. They would also like to see more trees and some benches so that people can enjoy the lake. They asked a Council for a fountain in East Lake to assist in circulating the water.

Jim Douglas, 2031 Crestridge Drive, Clermont – Lives behind Southlake Hospital and does not like the fence that has been built. He is also upset about the lighting from the parking lot. He was told by Planning and Zoning staff that a light pollution study can be done. He would like the study to be done quickly.

Fred Logan, 589 E. Broom Street – Mr. Logan informed the Council there is a speed problem on Broome Street and would like to see some speed bumps. He also would like to see more aggressive Code Enforcement on abandoned cars in the area.

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Stacy Uptain, 11001 Lake Kathrine Circle – Thanked the Council on behalf of the Clermont Sailing Center for the extra effort put forth by the Clermont Parks staff to make sure the sailing regatta took place. Ms. Uptain said that 68 national championship sailors from all over the nation attend with a total of at least 126 room nights for the event.. Of the many people that attended, all expressed great appreciation for the City of Clermont and on the beauty of the community and the quality of the lakes.

Harvey Rosenberg, 300 East Highway 50, Clermont – Expressed frustration at the City’s zoning code. He wants to put up a barbed wire fence as he has experienced theft at business location. He expressed frustration that he emailed everyone on the Council and no one emailed him back.

Council Member Bates asked for a copy of the email and Mr. Rosenberg provided it to him. Mayor Murry informed Mr. Rosenberg that he has talked with the Interim City Manager on this issue and it is not a quick fix scenario.

Mayor Murry requested a workshop be scheduled where the Council can look at the zoning code.

Council Member Purvis informed the Council that he did receive the email and purposefully chose not to respond as there is an active code case on the property and it is best practice for the Council to not involve itself in ongoing code enforcement cases.

Mayor Murry, seeing no further comments from the public, closed the floor.

REPORTS

INTERIM CITY MANAGER REPORT

City Clerk Howe reminded the Council that there will be a workshop on March 16 at 6:30PM at the CCC.

CITY ATTORNEY REPORT

City Attorney Mantzaris

- Provided update with Art District. He is having ongoing communications with the attorneys for the Art District and VP Development.
- Formally informed the Council that the City has received a notice to terminate the parking lot lease agreement with the Stringfellows. There are about 45 days left.
- Informed the Council regarding the Art District’s Conditional Use Permits. The original conditional use permit for construction of a building over 3,000 sq ft is valid and enforceable.

Regarding the Art District, Council Member Purvis asked if the Art Walk building is having fire prevention systems installed in accordance with the fire code. City Attorney Mantzaris deferred to Fire Inspector Jenny Pierce who informed the Council that the Art Walk has submitted for a sprinkler permit.

Regarding the parking lot, Mayor Murry asked about the provision regarding returning the space to its original condition. City Attorney Mantzaris stated said that he and Interim City Manager Dauderis are looking into it and will provide an update at the workshop on March 16. He informed the Council that Ms. Dauderis will also be providing an update on the Dehoyas property.

- Presented bills currently before the state legislature during their legislative session. He highlighted reasons why it is important to oppose these bills as attacks on municipal home rule. With regards

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to short-term rentals, the city is not opposed to the use, but it should be opposed to losing its ability to regulate them. With regard to home based businesses, it is important for the City to have control about where businesses may be based. Finally, the City should not allow the state to tell it how to conduct its own code enforcement. He requested Council consensus to send letters.

Regarding the legislative bills, Council Member Bates stated that he supports the City Attorney's opposition. He recently spoke to State Representative Sabatini who suggested there may be changes to these bills.

Council Member Entsuah suggested that these bills might be along the lines of the straw banning bill where it gets through the legislature, but vetoed by the Governor.

Council Member Purvis asked if a letter was the appropriate avenue. City Attorney Mantzaris stated that normally they would like the Council to adopt a resolution, but due to time constraints letters were the most expeditious avenue of communication. Council Member Purvis suggested the letters be strongly worded.

After some additional discussion, the Council gave unanimous consent for staff to send letters.

Council Member Purvis asked how the Short Term Rental bill would affect Home Owner Association control within their communities. City Attorney Mantzaris stated he would look into the issue and report back.

CITY COUNCIL REPORT

Council Member Bates

- Provided an update on the Winter Garden road closure.

Regarding the Winter Garden road closure, Council Member Bates informed the Council that himself, Development Services Director Henschel and Interim City Manager Dauderis attended the Winter Garden meeting. The Winter Garden Council allowed Council Member Bates as a representative of Clermont to speak and object to the ordinance. Council Member Bates told the Council that Clermont made three requests:

- 1) attend a workshop with stakeholders,
- 2) table the final hearing of the ordinance until a future date,
- 3) delay enforcement of the original resolution.

The Winter Garden Council moved forward with the introduction of the ordinance, agreed to workshop with stakeholders, and agreed to delay the original resolution. Lake County will be putting together a meeting of the stakeholders. Additionally, there was a meeting at earlier in the week at Winter Garden City Hall, and there was also a meeting yesterday. All the parties involved learned that Titan has plans to close the facility within the next 3 to 5 years. There is another meeting scheduled for March 10. There is a final reading of the ordinance scheduled for March 11, but Council Member Bates believes that the Winter Garden Council will table for two additional weeks. Council Member Bates thanked Winter Garden for their willingness to hear everyone out and coming to the table with everyone.

Council Member Bates continued that out of conversations that have already occurred, Titan has agreed to not use Hancock Road as an alternate route. Some solutions that have been discussed are for the counties to add additional signage and speed limits for trucks.

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There was discussion about restricting trucks to certain times during the day. Additionally, a traffic study of where trucks are coming from was discussed as its believed that only half are coming from the sand mine.

City Attorney Mantzaris clarified the Winter Garden City Manager is going to recommend the Winter Garden Council table final adoption of the ordinance, but it is up to the Winter Garden Council. City Attorney Mantzaris will be sending an attorney from his office to that meeting.

Council Member Purvis expressed gratitude to Council Member Bates for injecting himself into the issue. He asked what the Plan B is if Winter Garden moves forward with adoption. Council Member Bates replied that trucks would take Hartwood Marsh to US Highway 27 to State Road 50.

Council Member Purvis

- Attended the Metropolitan Planning Organization (MPO) meeting with City staff and Vincent Niemeic from the Planning & Zoning Board. Was appreciative of the entities willing to join a letter opposing Winter Garden's decision.
- Gave the trophies out at the sailing regatta. Several attendees expressed great appreciation to the City of Clermont. Would like to see this as a City featured event in the future.

Council Member Entsuh

- Spoke with the Florida Association of Nurse Anesthesiologists.
- Volunteered at one of the Covid-19 vaccination sites. Gave a shout-out to Chief Ezell and the Clermont Fire Department for the work on Covid-19.
- Announced that the state has now lowered the qualifying age for vaccinations to 60.

Council Member Pines

- No Report.
- Thanked Council Member Bates for his work on the Winter Garden issue.

Mayor Murry

- Thanked Council Member Bates for his work on the Winter Garden issue.
- Judged the rock contest at the Great Clermont Campout. There was a great turnout.

CONSENT AGENDA

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

Item No. 1 – Minutes Approval

Consider approval of the minutes from the February 16, 2021 Workshop and the February 17, 2021 Ethics Training.

Item No. 2 – Surplus Request

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

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Item No. 3 – Utility Agreement

Consider utility services request from Pulte Home Company LLC for a 75 ft lot single-family subdivision that is not adjacent to any city jurisdictional boundaries and within the JPA.

Item No. 4 – Piggyback Purchase

Consider piggyback Lake County BCC Contract No. 17-0606L with Ten-8 Fire & Safety LLC to acquire fifty (50) SCBA and accessories for the Fire Department in the budgeted amount of \$496,780.93.

Item No. 5 – Bid Award

Consider award to Folsom Services, Inc to provide electronic improvements to lift station E10 in the total budgeted amount of \$54,703.

Item No. 6 – Proposal Award

Consider award to BESH-Halff, Inc to provide Sunburst Lane water treatment plant improvements in the negotiated budgeted amount of \$369,570.

Item No. 7 – Resolution No. 2021-002R

Consider the adoption of a City Policy that outlines the rules and procedures for the honorary naming of City parks, buildings and facilities.

Item No. 8 – Special Events Review

City Council review of upcoming special events in March, April, May and June due to Covid-19.

MOTION TO APPROVE the Consent Agenda for March 9, 2021 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 9 – Variance Request – 210 Crystal Lake Drive

Planning Manager John Kruse provided the staff presentation. The applicant has submitted a revised variance request and is now asking for a single variance request to the setback requirements of the code so they can put in a pool in the front yard. The applicant has indicated that there is no usable space to the rear, east or west side due to structures or pavement. Upon review, staff recommends denial of the variance due to it not meeting the required criteria.

Bruce Hancock, 400 Merlow Drive, Ocoee – *Applicants Representative*. His daughter owns the home. He informed the Council that the pool would be for exercise and entertainment. The neighbor on the west side who would be closest to the pool has not voiced any objection.

Mayor Murry opened the floor for comments from the public; seeing no one come forth, the floor was closed.

Council Member Bates stated he wants to approve the variance, but he cannot.

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Council Member Purvis asked about sight lines and how far the top of the pool is from the top of the fence. Mr. Hancock responded that the pool will now be an in-ground pool as opposed to an above ground so there will not be much visible.

Oldanis Disotaur, 210 Crystal Lake, Clermont – *Applicant*. Informed the Council that they would have a retaining wall against the pool and the 6ft fence would be on top of the retaining wall. Unless someone was over 6ft, no cars or neighbors would be able to see over the fence.

Council Member Pines stated that she usually leans towards granting variances that will improve a homeowners quality of life. She also stated that the property owners have made significant improvements to the site.

Council Member Entsuh asked about the brightness of the streetlights that had been installed as the applicants neighbor had submitted an opposition letter. Mr. Disotaur stated the street light was broken when they moved in and they called Duke Energy to have it repaired. The light was repaired as a safety measure.

Mayor Murry stated that he has an issue with a pool in front of the house. He does agree with Council Member Pines that this variance would improve the quality of life for the homeowners, but he cannot support it.

MOTION TO DENY based on City staffs presentation and recommendation made by Council Member Purvis. Seconded by Council Member Bates. Passed 3-2 on voice vote with Council Members Pines and Entsuh dissenting.

NEW BUSINESS

Item No. 10 – Variance Request – *Fifth Street Polar Ice House*

Planning Manager John Kruse made the staff presentation. The applicant is asking for a connection to a potable water system. The City has granted a conditional use permit to the location in the past. The current city code requires irrigation as it is a residential parcel. The applicant is asking for a variance to this requirement to allow for the site to use potable water as the source for their irrigation. The site will be required to comply with all other C1 zoning requirements. Upon review, staff has concluded that the applicant does show cause for a positive finding and recommends approval.

Rick McCoy, 664 West Avenue, Clermont – *Applicant Representative*. Mr. McCoy explained that the owner, Carla, is present. They would like to use existing meters for landscaping and the installation of a second ice machine. Everything will be protected with backflow preventers.

Mayor Murry opened the floor for comments from the public; seeing none, the floor was closed.

Council Member Purvis asked if the meter hookup would also be charged sewer.

Council Member Entsuh asked about the residential structure. Mr. McCoy said that the residential location will be a pickup location for the ice and meets City code requirements. The residence will continue to be rented.

Mayor Murry asked about being too close to the Fire Department, but that concern has been addressed.

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MOTION TO APPROVE the variance for the 5th Street Polar Ice House made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 11 – Variance Request - 1610 Bowman Street

Planning Manager John Kruse presented the staff presentation. The applicant is requesting two (2) setback variances for a 900 sq ft garage, a reduction of the rear yard setback to 10ft instead of 25ft, and reduction of the side setback to 10ft instead of 35ft. The property is current zoning R1A. Upon review, staff does not find that the applicant has provided sufficient cause to have positive finding. Staff recommends denial due to failure of 3 of the 5 criteria.

Jorge Lopez, 1610 Bowman Street, Clermont – Needs a bigger garage for the truck.

Council Member Pines stated that the house is currently being built and asked why the builder could not just amend the plans. Mr. Lopez said that he has setback requirements that prevent it.

Mayor Murry opened the floor for comments from the public.

Eric Sleshell, 1611 Drew Avenue – Informed the Council that he really does not care about the garage, but his wife opposes, so that is why he is at the podium.

Dani Page, Tuscan Ridge, Clermont – Stated that her garage is 500 sqft and she can park three (3) cars in her garage.

Seeing no further comments, Mayor Murry closed the public hearing.

Council Member Purvis asked how tall the building would be at its peak. The applicant informed the Council that it will be a flat roof with a height of 8 ft.

MOTION TO DENY the variance request for 1610 Bowman Street made by Council Member Purvis. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

Item No. 12 – Ordinance No. 2021-004 – INTRODUCTION – Hooks Street Offices Annexation

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Lueth read the legal title of the ordinance into the record.

MOTION TO INTRODUCE for future consideration Ordinance No. 2021-004 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

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Item No. 13 – Ordinance No. 2021-005 – *INTRODUCTION – Hooks Street Offices CPA*

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Lueth read the legal title of the ordinance into the record.

MOTION TO INTRODUCE for future consideration Ordinance No. 2021-005 made by Council Member Bates. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

Item No. 14 – Ordinance No. 2021-006 – *INTRODUCTION – Hooks Street Medical Office Rezoning*

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Lueth read the legal title of the ordinance into the record.

MOTION TO INTRODUCE for future consideration Ordinance No. 2021-006 made by Council Member Bates. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

Item No. 15 – Ordinance No. 2021-009 – *INTRODUCTION – Victory Pointe CPA*

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA

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STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Lueth read the legal title of the ordinance into the record.

MOTION TO INTRODUCE for future consideration Ordinance No. 2021-009 made by Council Member Bates. Seconded by Council m=Member Pines. Passed unanimously with all members present voicing aye.

Item No. 16 – Ordinance No. 2021-011 – *INTRODUCTION – Victory Pointe Rezoning*

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

Deputy City Clerk Lueth read the legal title of the ordinance into the record.

MOTION TO INTRODUCE for future consideration Ordinance No. 2021-011 made by Council Member Bates. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

Item No. 17 – Ordinance No. 2021-012 – *INTRODUCTION – Pension Plans Restatement*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, REPEALING ORDINANCE 304-C; AMENDING SECTION 46-21; AMENDING SECTION 46-23 TO ADD AN AMENDED AND RESTATED PLAN DOCUMENT FOR THE CITY OF CLERMONT POLICE OFFICERS' RETIREMENT PLAN; AMENDING SECTION 46-24 TO ADD AN AMENDED AND RESTATED PLAN DOCUMENT FOR THE CITY OF CLERMONT FIREFIGHTERS' RETIREMENT PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

Deputy City Clerk Lueth read the legal title of the ordinance into the record.

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MOTION TO INTRODUCE for future consideration Ordinance No. 2021-012 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Prior to adjournment, Council Member Entsuah asked a procedural question of the City Attorney. He asked what would happen to an ordinance if the Council did not vote to introduce it. City Attorney Mantzaris responded that the ordinance would not move forward and the Council would not be able to consider it in the future.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 9, 2021

ADJOURN: With no further comments, this meeting adjourned at 8:26 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Event Request <i>Pig On the Pond</i>		
Requested Action		
Recommend approval of Pig On The Pond event request, fee waiver, signage, fireworks, staff assistance and trail and boat ramp closure.		
Staff Report		
This is a request from Pig On The Pond to the City of Clermont to approve the event on October 15, 16, and 17, 2021 at Waterfront Park. The City Council has designated Pig On The Pond as a Community Partner Event. Pig on the Pond, Inc. has requested that open containers be permitted at Waterfront Park in the approved Beverage Area (see map for details). Pig on the Pond has agreed to hire the appropriate number of off duty Clermont Police Officers for the alcohol area as required by the Clermont Police Department. The organization is requesting a section of the trail be closed as indicated on the map during the course of their event. Detour signs will be put up for patrons wishing to use the trail during the closure time. Non paying individuals will be permitted to walk through and/or dismount from their bicycles and continue along the trail without paying. Pig on the Pond is requesting fireworks in the evening on October 16th to be launched from Lake Minneola and will adhere to all state, local and DEP requirements. As a Community Partner event, the City has waived the fees in the amount of approximately \$20,270.91. Due to the relocation of the boat ramp and the loss of one hundred sixty five (165) spaces in the overflow parking lot, Pig on the Pond is requesting that the boat ramp be closed on October 15, 16 and 17 in order to provide ample parking for event goers. The City Council has previously approved the boat ramp to be closed until 1pm the following weekend for the Great Floridian Triathlon. The organization is also requesting to have signage placed by City staff on City property at the following locations 4' x4' Signage - Installed on October 1, 2021 1 NE Corner of Steve's Road and Citrus Tower 1 SE Corner of Steve's Road and Citrus Tower 2 Hwy 50 & Cut Road at the Clermont Water Tower 1 Hwy 50 past 12th Street East 1 Hwy 50 past 12th Street West		
Additional Analysis		
Fiscal Impact Summary		
**Below are the estimated fees waived based on previous Pig On The Pond events: Waterfront Park Grounds Fees - \$9,900 Tent Permits - \$130 Fireworks Permit - \$574 Fire Department Fees - \$3,160 Public Works Fees - \$6,506.91 Total provided through Community Partner Event \$20,270.91		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. POP 2021 Council Packet	POP 2021 Council Packet.pdf



July 30, 2020

Mr. Darren Gray
Clermont City Manager
P.O. Box 120219
Clermont, FL 34712

Dear Darren;

We greatly appreciate the generous cooperation of the City of Clermont in making Pic on the Pond a success. Without your support, our event would not be possible.

Project Scholars, Inc. would like to request to be put on City Council agenda to gain permission for the use of the Waterfront Park, along with the Highlander Hut & Pavilion. We are also requesting to use the new boat ramp area for parking, Victory Pointe / old boat ramp area for parking, and permission to close the trail for the 22nd Annual Event scheduled for March 5th, 6th, & 7th, 2021.

We would like the City to again provide us with Police Officers for the event and Clermont Fire Department to be on-site. In the past, the City has provided barricades for city streets, and public works employees to assist with set up and clean up along with garbage collection. Pic on the Pond would like to offer the City of Clermont a Presenting sponsorship packet for \$30,000 in trade of an in-kind sponsorship for all the fees being waived. Please see the attached benefits packet.

All proceeds from this event go to scholarships and educational programs benefiting residents in the South Lake County Community.

Thank you for your assistance in this matter. If you have any questions, please feel free to contact me at 407-608-5677 x 227. Representatives of Project Scholars will be in attendance at the council meeting to answer any questions.

Sincerely,

Michael Latham
Vice President, Project Scholars



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date July 28, 2020
Name of Event Pig on the Pond
Date(s) of Event March 5, 6, & 7 Oct. 15, 16, 17 Estimated Attendance: 25,000
Event Start Time: 3-5 @ 5pm, 3-6 10am, & 3-7 @ 11 am Event End Time: 3-5 @ 10pm, 3-6 10pm, & 3-7 @ 6 pm
Before Event Setup Time: March 4 thru March 4 6am to 8pm After Event Cleanup Time: March 8 - 8am to 5pm
Name of Organization/Applicant Project Scholars

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 # 85-801295983oc-4

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

Federal ID # or Driver's License # 54-2079731

Event Contact Paul Rountree Email Paul Rountree <paulr@mainstreetcbf.com>
Day Phone 407-467-0685 Cell Phone 407-467-0685
Address PO Box 121543 City Clermont State FL Zip 34712
Secondary Contact Mike Latham Phone # 352-978-5650

If this event is a fundraiser, who is the beneficiary? (provide contact information and address) Community Event to raise funds for scholarships and education in South Lake County.

Briefly Describe Event: _____

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: We will need to use the Boat ramp area & old boat ramp area for parking.

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of 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* _____

**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: _____

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 this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☒ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☒ Yes ☐ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

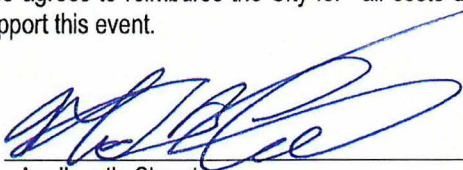
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

Michael B. Latham

Printed Name

Vice President

Title

8-6-2020

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.

PIG ON THE POND

1. FUEL STORAGE/DISPENSING AREA – Pig on the Pond contracts with Boykin Construction to bring in diesel fuel each morning before the event. The only fuel we have on-site are 3- 5 gallon containers of gas for golf carts. They are located next the the Highlander Hut.
2. Location and Description of Banners or Signage - Each sponsor, vendor and nonprofit Booth will hang a banner – layout of booths submitted. The only other location on site that will have banners is the pavilion.
3. Location and Description of Attention Getting Devices – Some sponsors, vendor and nonprofit booths will distribute balloons. I will send a report as the date gets closer.
4. Pig on the Pond contracts with Green Swamp Systems to provide sound and lighting.

Bus Route 1 & 2 Total Miles: 1.3 Est Time: 5 Minutes – Clermont Middle School - Bottom

Waterfront Park Entrance (Palm Street) off of East Avenue

Stop at the corner of Palm and Second Street "Bus Stop Sign"

Proceed on 2nd street to the second stop sign

Make a left onto Osceola Street and continue to the first stop sign

Make a left onto East Avenue

Make your first right onto Pitt Street

Make your first left into the track field at Clermont Middle School

Circle the track and pickup at the "Bus Stop Sign"

Leave the parking lot and make a right onto Pitt Street

Make a right at the first stop sign onto East Avenue

Enter the Waterfront Park and drop off at the Bus Drop (Palm St. & Second St.)

THIS ROUTE IS CONTINUOUS

Bus Route 3 Total Miles: 4.9 Est. Time 14 Minutes - Hwy 50 Park & Ride

Directions to follow

Exit Park & Ride on Hwy 27 North

Take Exit Hwy 50 West (.3 miles)

Take Hwy 50 West to 5th Street (1.5 miles)

Turn right on 5th Street to Osceola Street (.3 miles)

Turn left on Osceola and continue to 8th Street – Bus Drop Off (.2 miles)

Continue on Osceola – Turns into West Ave and continue to Hwy 50. (.5 miles)

Turn left on Hwy 50 to Hwy 27 South (1.6 miles)

Turn left on 27 South into the Park & Ride (.5 miles)

THIS ROUTE IS CONTINUOUS

**Bus Route 4 & 5 (please stagger the busses so one is dropping off and one is picking up)
– Hwy 27**

Waterfront Park Entrance (Palm Street) off of East Avenue

Stop at the corner of Palm and Second Street "Bus Stop Sign"

Make a left on 2nd street to the second stop sign

Make a left onto Osceola Street to the first stop sign

Make a left onto East Avenue

Go to Grand Highway and make a right onto Grand Highway

Go to the Stoplight and crossover Hwy 27 to Citrus Tower Blvd.

On Citrus Tower Blvd make a right at the 1st stoplight onto Grand Highway

GO ¼ mile to Hunt Street and make a right onto Hunt Street (Citrus Tower Professional Center)

Stop on the road at the Shuttle drop off/pick up sign

Pick-up and drop off at this location

Continue on Hunt Street to Hwy 27

Make a right onto Hwy 27 and continue to the 1st stoplight

Make a left at the stoplight onto Grand Hwy

Continue on Grand Hwy to the 1st stop sign

Continue through the 1st stop sign

Enter the Waterfront Park and drop off at the Bus Drop (Palm St. & Second St.)

THIS ROUTE IS CONTINUOUS

FRI 3/9/18	hours	total hours
Bus Route 1	5:15 PM-10:30 PM	5.25 Clermont Middle School Bottom
Bus Route 2	5:15 PM-10:30 PM	5.25 Clermont Middle School Bottom
Bus Route 3	5:15 PM-10:30 PM	5.25 Park and Ride Hwy 50
Bus Route 4	5:15 PM-10:30 PM	5.25 Hwy 27
Bus Route 5	5:15 PM-10:30 PM	5.25 Hwy 27
Total		26.25

SAT 3/10/18		
Bus Route 1	9:30 AM-10:30 PM	13 Clermont Middle School Bottom
Bus Route 2	9:30 AM-10:30 PM	13 Clermont Middle School Bottom
Bus Route 3	9:30 AM-10:30 PM	13 Park and Ride Hwy 50
Bus Route 4	9:30 AM-10:30 PM	13 Hwy 27
Bus Route 5	9:30 AM-10:30 PM	13 Hwy 27
Total		65

SUN 3/11/18		
Bus Route 1	10:30AM - 6:30 PM	8 Clermont Middle School Bottom
Bus Route 2	10:30AM - 6:30 PM	8 Clermont Middle School Bottom
Bus Route 3	10:30AM - 6:30 PM	8 Park and Ride Hwy 50
Bus Route 4	10:30AM - 6:30 PM	8 Hwy 27
Bus Route 5	10:30AM - 6:30 PM	8 Hwy 27
		40

Total Hours 131.25

PIG ON THE POND MIDWAY EQUIPMENT

Pig on the Pond carnival is located at the Waterfront Park from the bottom of 4th Street to the end of Carrol Street

RIDES - Number of rides 15 to 17 requiring 32,000 to 35,000 square feet

GAMES - Number of games 5 to 8 requiring 2500 to 4000 square feet

FOODS - Number of foods 3 to 4 requiring 1500 to 2000 square feet

GENERATORS & TICKET BOOTHS - Number of generators 3 to 4 requiring 1500 to 2000 square feet

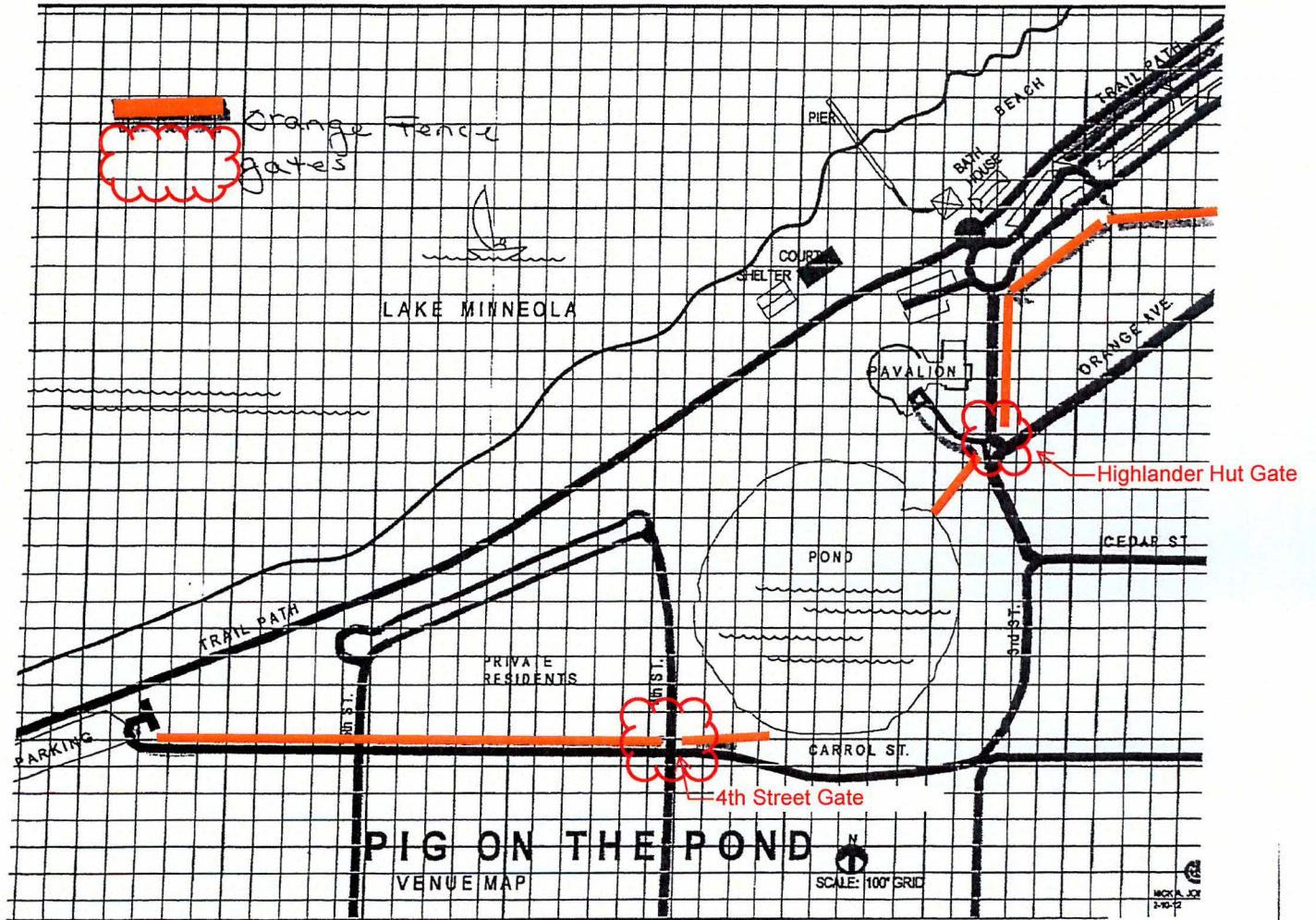
Number of ticket booths 2 to 3 requiring 150 to 200 square feet

MIDWAY square footage total --- 37,650 to 43,200

SUPPORT EQUIPMENT - offices, supply trailers / trucks, staff vehicles / quarters, this area takes in the area along the fire lane and next to the retention pond, not including the support equipment staged at the public works department

SUPPORT EQUIPMENT square footage --- 10,000

TOTAL EVENT square footage --- 47,650 to 53,200





July 30, 2020

David VanDever
Public Works
400 12th Street
Clermont, FL 34711

This letter is in preparation for the items needed from the City for the 22nd annual "Pig on the Pond" event held at Waterfront Park scheduled for March 5th, 6th, & 7th, 2021.

- Garbage Cans with can liners (please let me know how many you have available)
- Barricades for city streets (locations to be provided by 2/26/2021)
- Unload Pig on the Pond shed (located on City property) on 3/3/2021
- Water lines need to be checked and repaired by 2/26/2021
- Walkthrough on 3/1/2021 at 11:00am
- Remove the cement poles at the end of 4th street
- Place no parking and tow away signs in the areas surrounding the park out to Osceola Street and East Ave.
- Provide a drum for hot coals
- Unlock the power box for the carnival
- Unlock the cable wires to allow for driving on the grass
- Prune the trees on 2nd street in between Carroll St. and Orange Ave.
- Provide employees to collect the garbage on Friday, March 5th – 5 pm to 11 pm
Saturday, March 6th – 10 am to 11 pm, and Sunday, March 7th – 11 am to 7 pm.
- Provide us with 10 orange cones
- Provide 2 bleachers for the pig racing event
- Provide a crew to assist with orange fencing
- Provide a crew to assist with teardown and cleanup of the event

Thank you for yours and your group for all the help with this event!

Sincerely,

Michael Latham
Vice President, Project Scholars

2021 PIG ON THE POND



August 3, 2020

1:2,500
0 0.03 0.06 0.12 mi
0 0.0475 0.095 0.19 km

Lake BCC

Lake County Board of County Commissioners



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Event and Open Container Request <i>Taste of South Lake</i>		
Requested Action		
Recommend to approve the South Lake Chamber of Commerce to have an open container area for their "Taste of South Lake" event on November 4, 2021 at Waterfront Park.		
Staff Report		
The South Lake Chamber is requesting to have a designated open container area at Waterfront Park on November 4, 2021 from 5:00 PM to 8:30 PM for their annual "Taste of South Lake" event. The organization's open container area consists of a fenced in area at Waterfront Park on the grass area. The South Lake trail will remain open for daily use of the public. Please see attached map for specific location. The organization will be exercising its 501c3 right and pull the alcohol license from the Alcohol Beverage and Tobacco Agency. They are requesting to serve liquor, wine and beer. They have agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application	Application.pdf	
2. Alcohol Request	Alcohol Request.pdf	
3. TOSL 2021 layout	TOSL 2021 layout.pdf	

NH # 954



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date January 4, 2021
Name of Event Taste of South Lake
Date(s) of Event Nov. 4, 2021 Estimated Attendance: 1200
Event Start Time: 5 p.m. Event End Time: 8:30 p.m.
Before Event Setup Time: Nov. 3 (tents), Nov. 4 8 a.m. After Event Cleanup Time: Nov. 4 9:30 p.m., Nov. 5 (tents)
Name of Organization/Applicant South Lake Chamber of Commerce

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

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

Federal ID # or Driver's License # _____

Event Contact Amanda Nethero Email amandan@southlakechamber-fl.com

Day Phone 352-394-4191 Cell Phone 352-394-4191

Address 620 W. Montrose St. City Clermont State FL Zip 34711

Secondary Contact Dave Colby Phone # 352-394-4191

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

NA

Briefly Describe Event: Expo style event that includes restaurant vendors handing out samples of their specialty or signature dishes plus business vendor booths providing information about their business. Attended by local and non-local residents of all ages.

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 of 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* 80x130, 60x130, 20x20

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

Electrical Use: ☒ Yes ☐ No Describe the need: power for lights

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☐ Yes ☒ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: speakers and live band

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☒ Yes ☐ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Taste of South Lake		
DATE OF EVENT:	Nov. 4, 2021		
EVENT CONTACT:	Amanda Nethero		
REFUND MAILING ADDRESS:	620 W. Montrose St.		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	407-433-6048		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 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		
VICTORY POINTE				
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	4 hr. min, per staff	
Police Officer	\$42	\$42	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
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**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.


Applicant's Signature

Amanda Weathers
Printed Name

Marketing, Communication & Events Director
Title

1/4/2021
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.

**CITY OF CLERMONT
PROGRAM / RENTAL
CORONAVIRUS/COVID-19 RISK ACKNOWLEDGMENT
INDEMNIFICATION / HOLD HARMLESS**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the City of Clermont is taking reasonable preventative measures in order to reduce the spread of COVID-19. However, the City of Clermont cannot and does not guarantee that the program/rental participants, your family or yourself will not become infected with COVID-19.

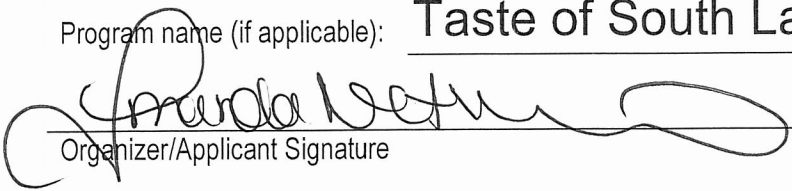
By signing this Risk Acknowledgment Indemnification/Hold Harmless Form, I, Amanda Nethero (hereinafter named "Organizer"), hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that program/rental participants, my family, my team or myself may be exposed to and/or infected by COVID-19 by participating in Taste of South Lake (hereinafter the "Program/Rental") and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand the risk of becoming exposed to and/or infected by COVID-19 while participating in and operating the Program/Rental on or near City of Clermont property may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Clermont employees, volunteers and other participants. I the Organizer, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to any participant, my family or myself.

I consent and agree to comply with all preventative measures required by the City of Clermont and/or the League, Program, or Rental including, but not limited to, social distancing and Maximum capacity rules. I understand that failure of the Program/Rental to comply with any request from the City of Clermont or the Program/Rental in relation to any preventative measures may result in the Program/Rental's expulsion from the City property and termination of any and all Agreements.

I hereby release, covenant not to sue, discharge, indemnify and hold harmless the City of Clermont, its elected officials, officers, employees, representatives, agents, volunteers and assigns, of and from any and all claims, including all liabilities, actions, damages costs or expenses of any kind arising out of or relating to any participation in and/or operations of the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification/Hold Harmless Form.

Program name (if applicable): Taste of South Lake


Organizer/Applicant Signature

Amanda Nethero
Organizer/Applicant Printed Signature

1/4/2021
Date

(Leagues, pool rental groups, room rentals, program Instructor)

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. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-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 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

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. Payment must come from tax exempt entity.*

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.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

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

- *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.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block 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.*
- *Alcohol must be stopped from serving half hour before the event end 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.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. 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 and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

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 no later than 21 days prior to the event.

PERMITS AND LICENSES

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.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION “FLDEP”

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection (“FLDEP”). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

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.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

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.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

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.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

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

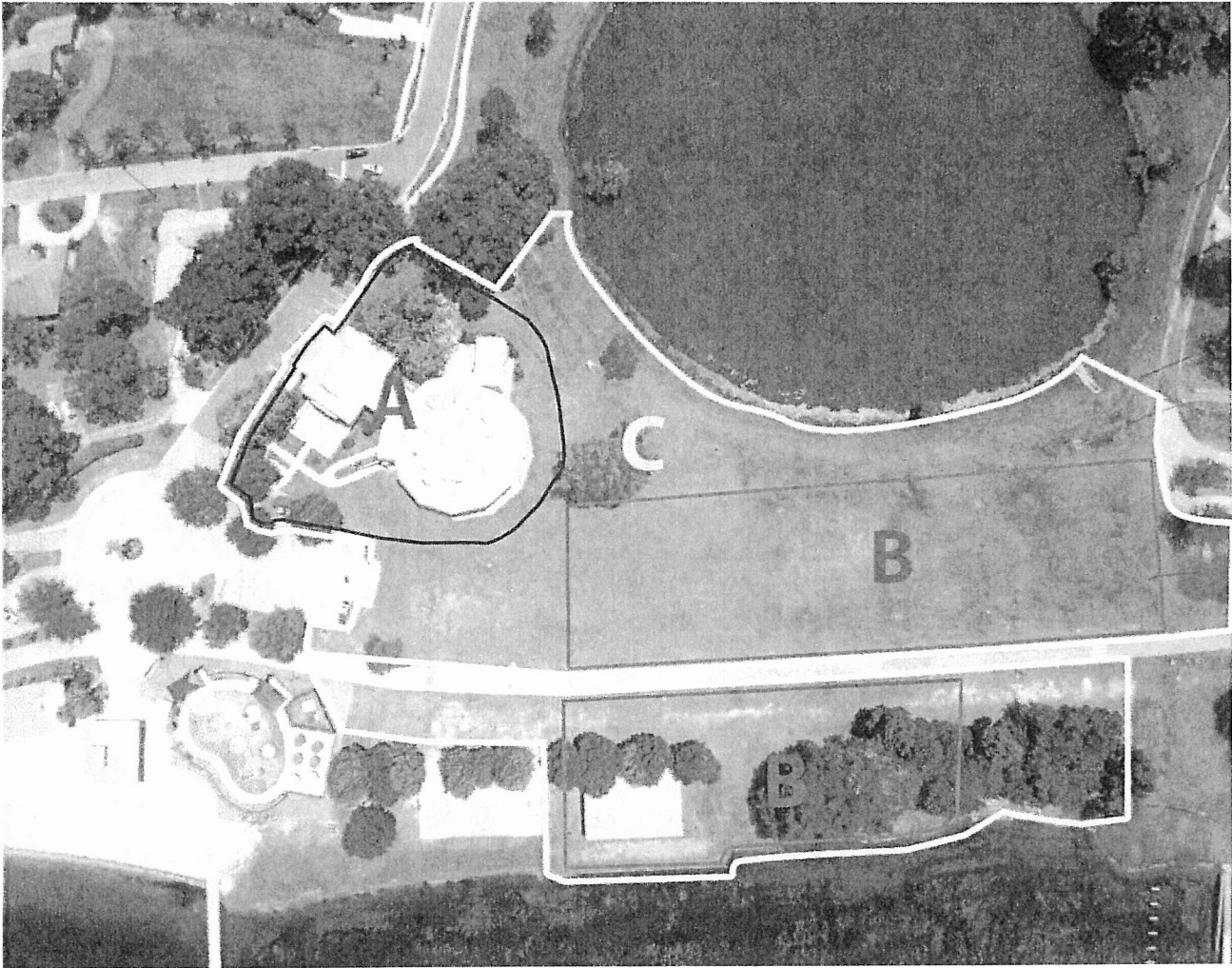
- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations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

The Following Items Must be Noted on Your Site Plan

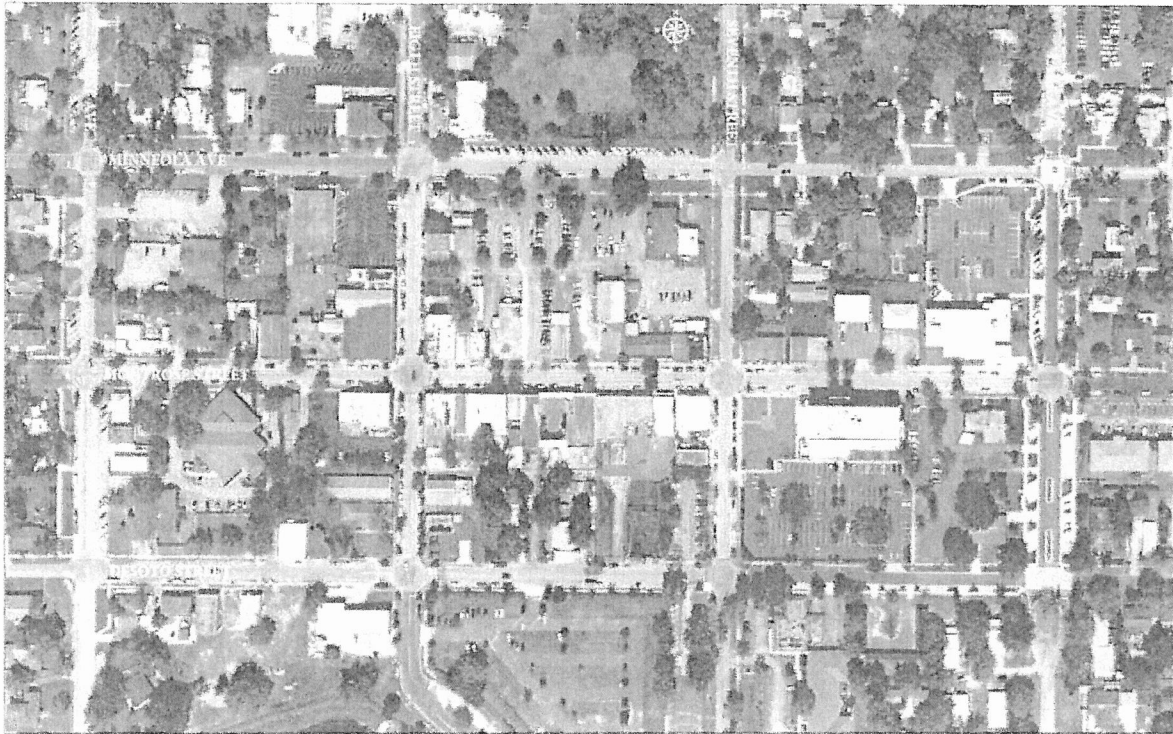
Maximum Size of 8 1/2" X 11" including the following information:

✓	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
☐	☐	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



MAP 2



MAP 3

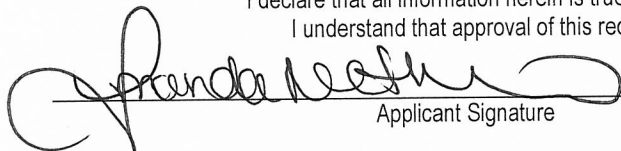




CITY OF CLERMONT Alcohol Request Form

Today's Date Jan. 4, 2021
Name of Event Taste of South Lake
Date(s) of Event Nov. 4, 2021 Location Waterfront Park
Event Start Time: 5 p.m. Event End Time: 8:30 p.m.
Name of Organization/Applicant South Lake Chamber of Commerce
Email amandan@southlakechamber-fl.com
Day Phone 407-433-6048 Cell Phone 407-433-6048
Address 620 W. Montrose St. City Clermont ST FL Zip 34711
Briefly Describe Event Expo style event that includes restaurants and businesses providing samples.
Expo style event that includes restaurants and businesses providing samples.
What do you plan on serving (check all that apply): ☒ Beer ☒ Wine/Champagne ☒ Other
What is your beverage containment area? Orange fenced area as noted in diagram
Outside event, attach diagram _____
Inside event, list rooms: _____
Who is your licensed beverage caterer*? TBD

**A copy of the caterer's license and insurance must be submitted with your request form*
I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.


Applicant Signature

1/4/2021
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

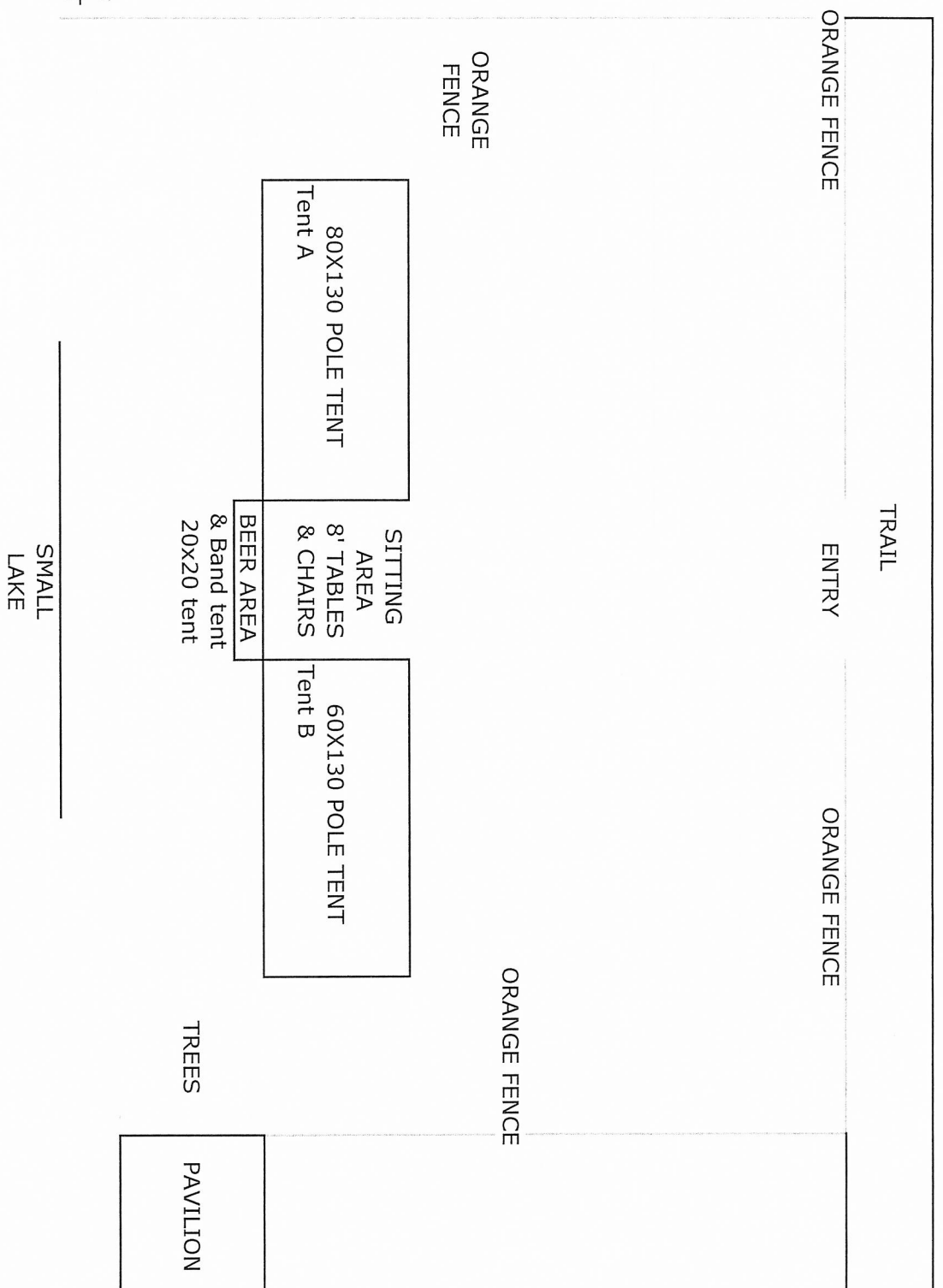
PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason(s): _____

SIGNATURE TITLE DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711

TASTE OF SOUTH LAKE
NOVEMBER 4, 2021 LAYOUT





CITY OF CLERMONT

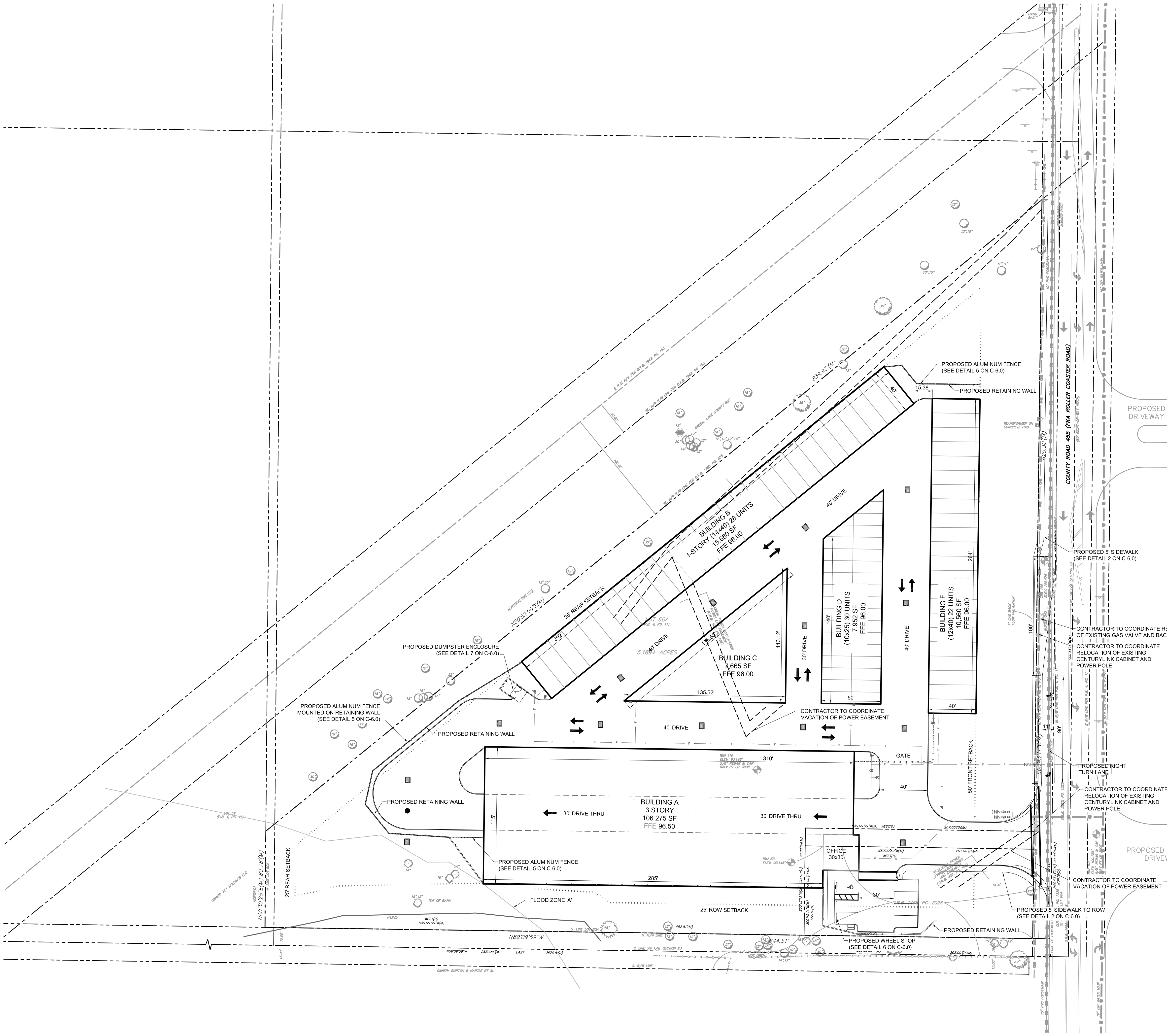
AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Utility Agreement <i>Clermont Self Storage CR 455</i>		
Requested Action		
Recommend approval of the utility agreement.		
Staff Report		
The applicant, Bryan Potts P.E., is requesting water service for a self storage facility in unincorporated Lake County. The property is located 0.3 miles north of SR 50 and the CR 455 intersection. The property will have access on CR 455. The property was approved for development by Lake County under Ordinance 2020-39 on August 11, 2020. The property consists of 5.189 acres and will have up to 150,000 square feet of building area, with four single-story buildings and one three-story building. The applicant is requesting water service only to serve a bathroom facility on the site. Sewer service is only available for connection via a force main, which is not practical and efficient with lower volumes. The facility will be served by a septic system until a gravity connection becomes available and at that time, the connection shall be made and the septic tank abandoned. As part of the utility agreement, the project will be subject to annexation if and when the City determines is appropriate. The project will meet the requirements of the JPA.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Location Map.pdf	
2. 007 082-003 C-2.0 Site	007 082-003 C-2.0 Site.pdf	
3. Clermont Self Storage Rezone Approval Letter	Clermont Self Storage Rezone Approval Letter.pdf	
4. Will Serve Letter	Will Serve Letter.pdf	
5. FINAL Utility Agreement Storage Units Partnership Clermont Self Storage 455	FINAL Utility Agreement Storage Units Partnership Clermont Self Storage 455.docx	
6. Signed Application	Signed Application.pdf	

Storage Units Partnership, LLC – Site Location





GRAPHIC SCALE
1"=40'
DATAUM: NAVD88

SITE DATA
PROPERTY LOCATION: 14003 & 14037 CR 455
PARCEL ID: 09-22-26-1000-60A-00000 AND 09-22-26-60A-00001
LOCAL MUNICIPALITY: LAKE COUNTY
FUTURE LAND USE: REGIONAL OFFICE (O)
CURRENT ZONING: COMMUNITY COMMERCIAL (C-2)
PROPOSED USE: SELF-STORAGE
TOTAL OVERALL PARCEL AREA: 5.189 AC
IMPERVIOUS SURFACE RATIO: 138,856.48 / 226,032.84 = .614
MAXIMUM FAR: 3.0
PROPOSED FAR: .656
MIN. OPEN SPACE: 15%
PROPOSED OPEN SPACE: 38.6%
BUILDING SETBACKS
FRONT (EAST) 50'
SIDE (NORTH) 25'
SIDE (SOUTH) 25'
REAR (WEST) 25'
LANDSCAPE BUFFERS
FRONT (SOUTH) 10'
SIDE (EAST) 7'
SIDE (WEST) 0'
REAR (NORTH) 5'
BUILDING HEIGHT
MAXIMUM 50'
SOILS
SOIL NUMBER NAME USDA TEXTURE HYDROLOGIC GROUP
8 SAND SAND A
9 CANDLER SAND A
17 ARENTS SAND B
SOILS DATA FROM USDA NRCS ONLINE SOILS SURVEY DATED SEPTEMBER 17, 2019
FLOOD ZONE
THE SITE IS LOCATED IN FLOOD ZONE X, NOT A SPECIAL FLOOD AREA, PER FEMA F.I.R.M. PANEL 12069C0595 E, DATED DECEMBER 18, 2012 LAKE COUNTY, FLORIDA.
WETLANDS
THERE ARE NO WETLANDS LOCATED ON THE PROJECT SITE.
VEGETATION
THE SITE IS CURRENTLY AN ACREAGE SITE.
PARKING REQUIRED
SELF-STORAGE (OFFICE) 900 SQ. FT. X (1 SPACE PER 200 SQ. FT.) 5 SPACES
TOTAL PARKING REQUIRED 5 SPACES
PARKING PROVIDED
STANDARD PARKING SPACES 6 SPACES
HANDICAPPED PARKING SPACES 1 SPACES
TOTAL PARKING PROVIDED 7 SPACES
STORMWATER MANAGEMENT:
STORMWATER FACILITIES SHALL BE DESIGNED AND PERMITTED IN ACCORDANCE WITH LAKE COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
GENERAL SITE NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS PRIOR TO START OF CONSTRUCTION.
2. ALL DIMENSION ARE FROM THE FACE OF CURB.
3. ALL RADII ARE 3' UNLESS OTHERWISE NOTED.
4. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED AT ALL POINTS OF CONNECTION AND AREAS OF CONFLICT.
5. ALL PUBLIC IMPROVEMENTS, INCLUDING ADJACENT SIDEWALKS, WILL BE CHECKED AT FINAL INSPECTION. ANY DAMAGED, BROKEN, OR CRACKED SECTIONS SHALL BE REPLACED PRIOR TO ISSUANCE OF CERTIFICATIONS OF OCCUPANCY.
6. ALL CONSTRUCTION SHALL MEET COUNTY REQUIREMENTS.
7. ALL SITE IMPROVEMENTS SHALL CONFORM TO A.D.A AND FLORIDA ACCESSIBILITY CODE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION, LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY SUNSHINE LOCATORS FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION AT 1-800-432-4770, MONDAY THROUGH FRIDAY 7:00 AM TO 4:30 PM.
9. ALL CONSTRUCTION MATERIAL AND METHODS, SHALL MEET THE CURRENT EDITIONS OF THE DESIGN STANDARDS, THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE UTILITY ACCOMMODATION MANUAL.
10. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED PER PLANS. ALL COST SHALL BE INCLUDED IN BASE BID.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS AND POLES, ETC. AS REQUIRED PER PLANS.
12. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
13. ALL DISTURBED AREAS WITHIN THE FDOT RIGHT OF WAY SHALL BE GRADED AND SODDED WITH ARGENTINE BAHIA SOD.
14. ALL STRIPING WITHIN THE FDOT RIGHT OF WAY SHALL BE LEAD-FREE THERMOPLASTIC.
15. ALL MAINTENANCE OF TRAFFIC SHALL ADHERE TO THE REQUIREMENTS OF THE DESIGN STANDARDS 102-600 INDEXES.
16. COMPREHENSIVE PLAN POLICY 1-1.3.6 REQUIRES THAT PROPOSED STRUCTURES FOLLOW DESIGN STANDARDS PROVIDED IN THE LAND DEVELOPMENT REGULATIONS TO ENSURE THAT OFFICE DEVELOPMENT IS COMPATIBLE WITH ADJOINING PROPERTIES. THE BUILDING DESIGN SHALL BE CONSISTENT WITH LOR 9.10.02.
17. BICYCLE PARKING SHALL BE IN ACCORDANCE TO LOR SECTION 9.03.07 WHICH REQUIRES BICYCLE PARKING SPACES TO BE PROVIDED AT 0.10 PER MOTOR VEHICLE PARKING SPACE.
18. IF A SIGN IS PROPOSED, THE SIGN(S) MUST BE IN COMPLIANCE WITH LOR SECTION 11.02.03. THE SIGN SHALL BE SHOWN ON THE FUTURE SITE PLAN SUBMITTAL. THE SITE PLAN SHALL APPROVE THE LOCATION OF ONE (1) GROUND SIGN PER PARCEL FOR EACH PRIMARY STREET FRONTAGE PURSUANT TO LOR SECTION 11.02.03(A). HOWEVER, THE ACTUAL ZONING PERMIT FOR THE SIGN(S) WILL BE APPROVED UNDER A SEPARATE COVER AND A SIGN PACKET WILL NEED TO BE PROVIDED TO STAFF FOR REVIEW THAT INCLUDES SIGN LOCATION, SIZE AND COPY AREA TO ENSURE COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS.
19. PURSUANT TO LAND DEVELOPMENT REGULATIONS (LDR) SECTION 9.02.02, A TREE REMOVAL PERMIT IS REQUIRED PRIOR TO THE REMOVAL OF ANY TREES.
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
BRYAN POTTS ON THE DATE AND TIME SHOWN USING A
DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

BRP
BY
DATE
08/30/20

ISSUED FOR PERMITTING
NO.

REVISIONS

Sunshine 811

TANNATH DESIGN, INC.
2494 ROSE SPRING DRIVE
ORLANDO, FLORIDA 32825
(407) 982-9878
www.tannathdesign.com
FL. CERT. OF AUTH. #27199

SITE PLAN

CLERMONT SELF-STORAGE
14003 & 14037 CR 455
CLERMONT, FLORIDA 34711

DATE
08/19/20

SCALE
1"=40'

DRAWN-BY
DDP

PROJECT NUMBER:
082-003

C-2.0
SHEET NO.

Page 60



September 1, 2020

Bryan Potts, P.E.
Tannath Design Inc.
14003 CR 455
Clermont, FL 34711
Email: bpotts@tannathdesign.com

RE: Rezoning Application – Clermont Self Storage
Project No. 2020040011, Application Request No. 4070
Alternate Key Numbers 2665718

Dear Mr. Potts,

I am pleased to inform you that on August 11, 2020, the Lake County Board of County Commissioners approved your above-referenced application. Two Separate fees remain outstanding.

The first fee that is due is for the legal advertisement in the Daily Commercial and notification fees. Please submit a check or money order in the amount of **\$49.78**, made payable to the **Lake County Board of County Commissioners**.

The final step in the hearing process is the recording of the ordinance into the official records of Lake County. Please submit a check payable to **Gary Cooney, Clerk of the Courts** in the amount of **\$52.50**, to cover the recording expense. Once the ordinance has been recorded, a copy will be sent to you.

The checks should be mailed to the Office of Planning & Zoning, Lake County Board of County Commissioners, 315 West Main Street, Room 511, Tavares, FL 32778. Please reference your public hearing number and ordinance number on the check.

If you have any questions, do not hesitate to contact me at (352) 343-9641.

Sincerely,

Ruth Mitchell,
Associate Planner

OFFICE OF PLANNING & ZONING

P.O. BOX 7800 • 315 W. MAIN ST., SUITE 510, TAVARES, FL 32778 • P 352.343.9641 • F 352.343.9767
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY J. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5



ENVIRONMENTAL SERVICES

352-241-0178

April, 27th 2020

Bryan Potts, P.E.
2494 Rose Spring Drive,
Orlando, FL 32825

Re: Utility Availability – Alt Key 2665718 & 2665734
Dear Mr.Potts:

This letter is in response to your request for utility availability for the properties located at Alt Key 2665718 & 2665734.

The properties are located outside of the City limits, but within the City's water and wastewater service area. The City has the capacity to service these properties; however a utility service agreement shall be required.

This letter is for informational purposes only. This is not intent to serve. City Council approval is needed for a utility service agreement. Please contact Curt Henschel Development Services Director, to proceed with requesting utility services.

Should you need any additional information, please contact me at 352-241-0178.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Griffin".

Mark Griffin
Plan Reviewer
Environmental Services Department

CC: Curt Henschel, Dir. Development Services
James Maiworm, Asst. Dir. of Env. Services

UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

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

WITNESSETH

Whereas, OWNER is requesting service for a self-storage facility described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

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

Whereas, as a condition of CITY providing said water and sewer to the property. 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 subdivision; and

Whereas, as a condition of the provision of water and sewer 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 CITY chooses to do so upon Owner receiving a Certificate of Occupancy from Lake County; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer 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. WATER/SEWER/RECLAIMED – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer 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 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.
- 1.4 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.

- 1.5 The OWNER shall be responsible for the construction of all onsite lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of improvements. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of onsite 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.
- 1.7 The existing utilities must 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.
- 1.8 Irrigation shall be provided by private well for common areas.
- 1.9 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.10 The City may require a looped system to provide reliability and redundancy to the property.
- 1.11 The development may use a septic system until such time a gravity sewer system is available. Once the gravity sewer system is available, the development will be required to connect and the existing septic system will be properly abandoned.
- 1.12 The development shall be in substantial compliance with the Dimension Plan shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.13 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.14 The Agreement shall be for 600 gpd for water based on an annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64).
- (b) The project shall be developed in substantial accordance with the Site Plan as submitted with the Utility Service Agreement request, dated August 19, 2020 by Tannath Design, Inc..

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in 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". The Notice of Encumbrance shall be executed by all owners of 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.

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

Storage Units Partnership LLC
350 E. Crown Point Road, Suite 1080
Winter Garden, FL 34787

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

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

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

DATED this _____ day of _____, 2021.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

OWNER: Storage Units Partnership LLC

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, 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 _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Owner:

Storage Units Partnership LLC

Description:

LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

A TRACT OF LAND BEING A PORTION OF LOT 60A, MAP OF SECTION 23, TOWNSHIP 22 S, RANGE 26 E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 11, PUBLIC RECORDS OF LAKE COUNTY BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 60A, MAP OF SECTION 23, TOWNSHIP 22 S, RANGE 26 E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF SAID LOT 60A, 80.78 FEET TO THE SOUTHEAST RAILROAD RIGHT-OF-WAY, PER OFFICIAL RECORDS BOOK 1760, PAGE 555 OF SAID PUBLIC RECORDS, THENCE NORTH 50°52'00" EAST, ALONG SAID SOUTHEAST RAILROAD RIGHT-OF-WAY, 839.93 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY OF COUNTY ROAD 455, PER MAP BOOK 8, PAGE 67 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°43'11" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 620.30 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOT 60A, THENCE RUN NORTH 89°09'59" WEST, ALONG THE SOUTH LINE OF SAID LOT 60A, SAID SOUTH LINE IS 15.00 NORTH OF AT PERPENDICULAR MEASURE AND PARALLEL TO SOUTH LINE OF SOUTHWEST QUARTER OF AFORESAID SECTION 23, A DISTANCE OF 644.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES ON LAKE COUNTY, FLORIDA AND CONTAINS 5.189± ACRES.

LESS AND EXCEPT COUNTY ROW DEDICATION:

THE EAST 20.00 FEET, ALSO BEING THE WEST 20.00 FEET OF THE EAST 50.00 OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

Lake County Alternate Key Numbers:

2665718, 2665734

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 **23rd day of March 2021**, between **Storage Units Partnership LLC**, property owners 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"

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):

Storage Units Partnership LLC

Witnesses

By: _____
Signature

Type or print name

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 _____, 2021, 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

EXHIBIT "C"

DIMENSION PLAN

Clermont Self-Storage - Master Site Plan:

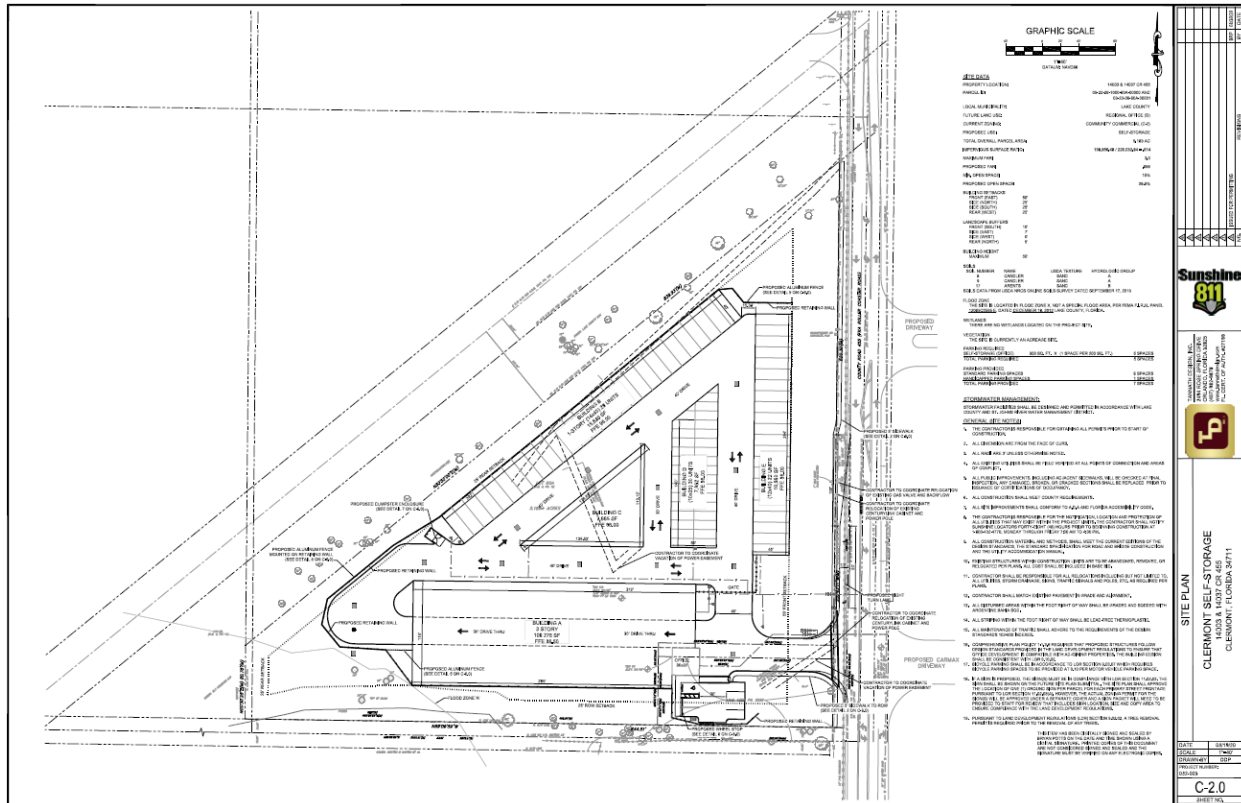
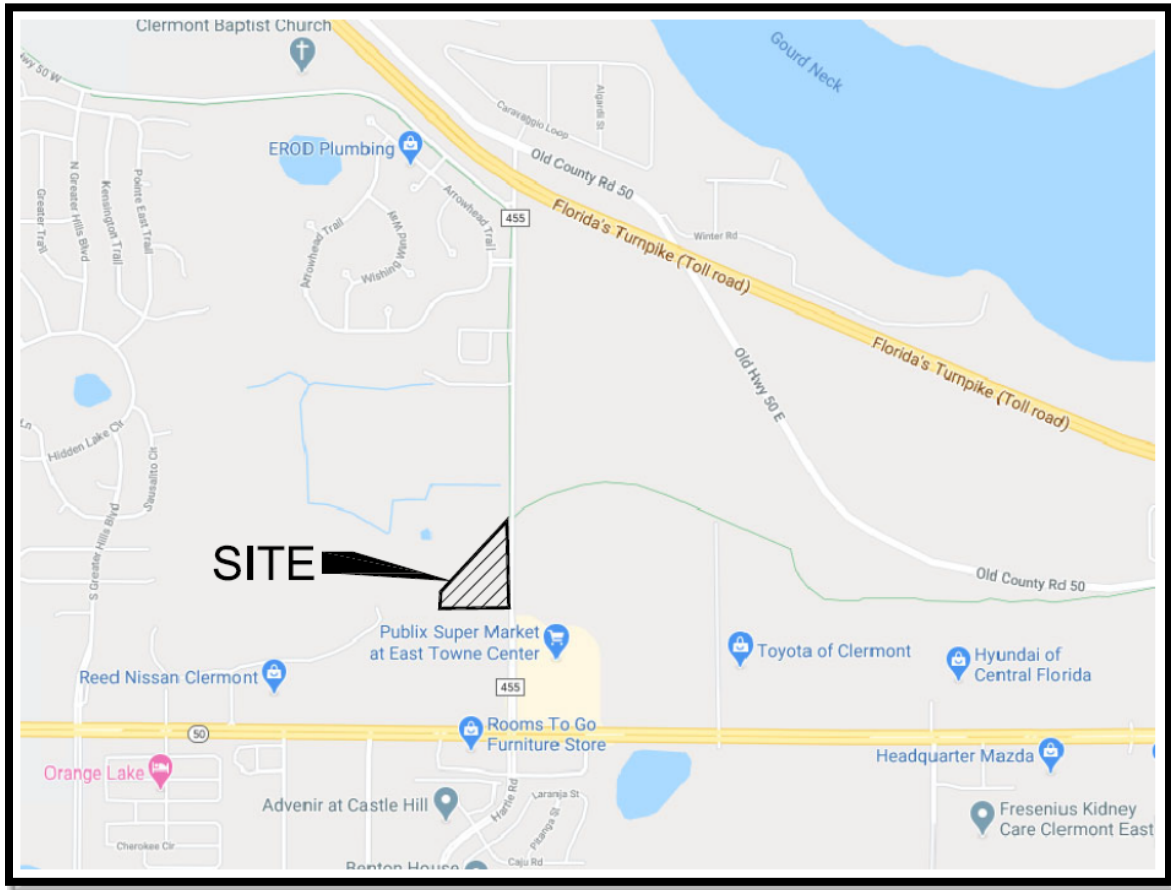


EXHIBIT "D"
LOCATION MAP





CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

For Utilities Outside of Municipal Boundaries & Determination of Capacity

Date Jan 12, 2021			
Applicant Bryan Potts, P.E.			
Contact Person: Bryan Potts			
Address 2494 Rose Spring Dr.	City Orlando	State FL	Zip 32825
Telephone (407) 982-9878	Fax		
Email bpotts@tannathdesign.com			
OWNER INFORMATION			
Owner's Name Storage Units Partnership, LLC			
Owner Address 350 E Crown Point Rd, Ste 1080	City Winter Garden	State FL	Zip 34787
Telephone (407) 408-6075	Fax		
Email wylie@rapidbuildingsolutions.com			
AGREEMENT INFORMATION			
Party Responsible for Agreement Wylie Klyce			
Address of the Subject Property 14003 & 14037 CR 455			
General Location of the Property (include Location Map) 0.3 miles North of US50 on the West side of CR455			
Area of the property: 5.189 acres			
Zoning: Community Commercial (C-2)		County Future Land Use: Office	
<i>Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).</i>			
Estimated Water Consumption (excluding irrigation): 600 gallons per day			
Estimated Sewer Consumption: 0 gallons per day			
Estimated Re-Use (Gray Water) Water Consumption: 0 gallons per day			
Attach a detailed description of project.			
Notes: The site will utilize a septic system for sewer.			

FMW



CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

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

- ☒ Signed original application and materials requiring 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

Bryan Potts
Applicant Name (print)

Francis Webster
Owner Name (print)

x Bryan Potts
Applicant Name (signature)

x Francis Webster
Owner Name (signature)

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

To schedule a meeting please contact:

Development Services Department
Phone: 352-394-4083

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.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

03/09/2020



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Resolution No. 2021-016R <i>Budget Amendment</i>		
Requested Action		
Request approval of Resolution 2021-016R to amend the FY 2021 Budget.		
Staff Report		
Resolution No. 2021-016R is proposed to amend the Fiscal Year 2021 Budget. The resolution formally amends the annual budget for council actions since October 1, 2020 that have not been incorporated into a previous budget amendment, other changes include use of the Infrastructure Surtax Fund for items originally requested for FY 2021 that were re-evaluated for funding in January, funding for items utilizing Justice and Treasury forfeiture funds, and the carry forward of unexpended funds from various projects budgeted in Fiscal Year 2020.		
Additional Analysis		
Fiscal Impact Summary		
The total decrease to fund balance for all funds is \$1,354,100.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2021-016R Budget Amendment 1354100 Resolution 2021-016R Budget Amendment 1354100.pdf		

CITY OF CLERMONT
RESOLUTION NO. 2021-16R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2020-2021**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2020 to September 30, 2021:

GENERAL FUND

- | | | |
|--|----|--------|
| 1. Increase Election (10511-54915) | \$ | 13,078 |
| To amend the City Clerk Department budget to fund higher than anticipated special election costs related to filling City Council Seat 4. | | |
| 2. Increase Travel & Per Diem – Justice Funds (10521-54001-21900) | \$ | 4,000 |
| Increase Community Relations– Justice Funds (10521-55212-21900) | \$ | 8,000 |
| Increase Capital Outlay - Equipment – Justice Funds (10521-66401-21900) | \$ | 36,383 |
| Increase Fed Forfeiture/Seizure – Justice Funds (10521-66404-21900) | \$ | 6,500 |
| To amend the Police Department Budget for expenditures related to Federal Forfeiture Justice Funds. | | |
| 3. Increase Training & Education – Treasury Funds (10521-55401-21901) | \$ | 5,000 |
| To amend the Police Department Budget for expenditures related to Federal Forfeiture Treasury Funds. | | |
| 4. Increase Group Insurance (10511-12300) | \$ | 1,478 |
| Increase Group Insurance (10512-12300) | \$ | 3,122 |
| Increase Group Insurance (10513-12300) | \$ | 3,747 |
| Increase Group Insurance (10515-12300) | \$ | 2,566 |
| Increase Group Insurance (10516-12300) | \$ | 2,975 |
| Increase Group Insurance Mobile Crisis (10521-12300-21026) | \$ | 102 |
| Increase Group Insurance (10521-12300) | \$ | 38,250 |
| Increase Group Insurance (10522-12300) | \$ | 34,033 |
| Increase Group Insurance SAFER (10522-12300-22013) | \$ | 844 |
| Increase Group Insurance (10529-12300) | \$ | 1,065 |
| Increase Group Insurance (10541-12300) | \$ | 4,009 |
| Increase Group Insurance (10542-12300) | \$ | 5,851 |
| Increase Group Insurance (10544-12300) | \$ | 2,182 |
| Increase Group Insurance (10545-12300) | \$ | 380 |
| Increase Group Insurance (10549-12300) | \$ | 2,966 |
| Increase Group Insurance (10560-12300) | \$ | 2,591 |
| Increase Group Insurance (10565-12300) | \$ | 1,145 |
| Increase Group Insurance (10572-12300) | \$ | 1,739 |

CITY OF CLERMONT
RESOLUTION NO. 2021-16R

Increase Group Insurance (10574-12300)	\$ 1,289
Increase Group Insurance (10575-12300)	\$ 2,974
Increase Group Insurance (10579-12300)	\$ 1,143

To amend the General Fund Department Budgets for employee benefit changes for medical and dental insurance effective January 1, 2021 approved by the City Council on November 10, 2020.

- | | |
|--|------------|
| 5. Increase Federal Grant Revenue– Lake Hiawatha (10331-33100-72113) | \$ 194,217 |
| Increase Capital Outlay – Lake Hiawatha (10542-66301-72113) | \$ 194,217 |

To amend the Public Services Department Budget for contract approval for the Lake Hiawatha pier replacement project and related Hazard Mitigation grant revenues approved by the City Council on December 8, 2020.

- | | |
|--|------------|
| 6. Decrease Fund Balance (10599-59900) | \$ 187,412 |
| Total General Fund adjustments. | |

BUILDING SERVICES FUND

- | | |
|---|----------|
| 1. Increase Group Insurance (11524-12300) | \$ 6,312 |
| To amend the Building Services Fund Budget for employee benefit changes for medical and dental insurance effective January 1, 2021 approved by the City Council on November 10, 2020. | |
| 2. Decrease Fund Balance (11599-59900) | \$ 6,312 |
| Total Building Services Fund adjustments. | |

INFRASTRUCTURE SALES TAX FUND

- | | |
|---|------------|
| 1. Increase Fund Balance – Beginning Reserves (12399-39900) | \$ 483,345 |
| To amend the budget to reflect anticipated reserves brought forward at October 1, 2020. | |
| 2. Increase Capital Outlay - Equipment (12516-66401) | \$ 21,000 |
| To amend the IT Department budget for a FY 21 budget request for desktop/laptop computers not included in the FY 21 Adopted Budget due to the economic impact of COVID-19. In January 2021, a city-wide prioritization of the requests were made and these items are recommended by the Interim City Manager. | |
| 3. Increase Capital Outlay - Vehicles (12521-66400) | \$ 5,070 |
| To amend the Police Department budget for the carryforward of unexpended FY 2020 funds budgeted for police officer vehicles and in process as of September 30, 2020. | |

CITY OF CLERMONT
RESOLUTION NO. 2021-16R

- | | | |
|---|----|---------|
| 4. Increase Capital Outlay - Equipment (12522-66401) | \$ | 74,775 |
| To amend the Fire Department budget for a FY 21 budget request for bunker gear not included in the FY 21 Adopted Budget due to the economic impact of COVID-19. In January 2021, a city-wide prioritization of the requests were made and these items are recommended by the Interim City Manager. | | |
| 5. Increase Road Resurfacing (12541-54603) | \$ | 325,000 |
| Increase Capital Outlay – Sidewalks (12541-66303) | \$ | 15,000 |
| Increase Sidewalk Replacements (12541-54604) | \$ | 12,500 |
| Increase Capital Outlay - Park Improvements (12542-66300) | \$ | 30,000 |
| To amend the Public Services Department budget for FY 21 budget request for street resurfacing, sidewalks and park improvements not included in the FY 21 Adopted Budget due to the economic impact of COVID-19. In January 2021, a city-wide prioritization of the requests were made and these items are recommended by the Interim City Manager. | | |

CEMETERY FUND

- | | | |
|--|----|-----|
| 1. Increase Group Insurance (13542-12300) | \$ | 512 |
| To amend the Cemetery Fund Budget for employee benefit changes for medical and dental insurance effective January 1, 2021 approved by the City Council on November 10, 2020. | | |
| 2. Decrease Fund Balance (13599-59900) | \$ | 512 |
| Total Cemetery Fund adjustments. | | |

RECREATION IMPACT FEE FUND

- | | | |
|---|----|--------|
| 1. Increase Capital Outlay - Equipment (14574-66401) | \$ | 11,231 |
| To amend the Recreation Impact Fee Fund Budget for Victory Pointe and Highlander Pavilion audio systems increase from change orders approved by the City Council on January 26, 2021. | | |
| 2. Decrease Fund Balance (14599-59900) | \$ | 11,231 |
| Total Recreation Impact Fee Fund adjustments. | | |

POLICE IMPACT FEE FUND

- | | | |
|---|----|---------|
| 1. Increase Capital Outlay - Vehicles (15521-66400) | \$ | 181,500 |
|---|----|---------|

CITY OF CLERMONT
RESOLUTION NO. 2021-16R

To amend the Police Impact Fee Fund Budget for 3 Vehicles for 3 New Police Officers effective April 2021 approved by the City Council on February 23, 2021.

- | | |
|--|------------|
| 2. Increase Capital Outlay - Equipment (15521-66401) | \$ 26,400 |
| To amend the Police Impact Fee Fund Budget for 3 radios, body armor, tasers, and body cameras for 3 New Police Officers effective April 2021. | |
| 3. Increase Capital Outlay - Vehicles (15521-66400) | \$ 3,821 |
| To amend the Police Impact Fee Fund Budget for the carryforward of unexpended FY 2020 funds budgeted for vehicles and in process as of September 30, 2020. | |
| 4. Decrease Fund Balance (15599-59900) | \$ 211,721 |
| Total Police Impact Fee Fund adjustments. | |

CAPITAL PROJECTS FUND

- | | |
|--|-----------|
| 1. Increase Capital Outlay – Other Improvements (32559-66300-95113) | \$ 82,452 |
| To amend the Economic Development Budget for Change Orders #28, 29 and 30 for the Downtown Streetscape Phase 1 construction contract project approved by the City Council on December 8, 2020. | |
| 2. Decrease Fund Balance (32599-59900) | \$ 82,452 |
| Total Capital Projects Fund adjustments. | |

WATER FUND

- | | |
|---|-----------|
| 1. Increase Group Insurance (41533-12300) | \$ 13,975 |
| To amend the Water Fund Budget for employee benefit changes for medical and dental insurance effective January 1, 2021 approved by the City Council on November 10, 2020. | |
| 2. Decrease Fund Balance (41599-59900) | \$ 13,975 |
| Total Water Fund adjustments. | |

SEWER FUND

- | | |
|--|------------|
| 1. Increase Capital Outlay – Sewer System (42535-66305) | \$ 358,042 |
| To amend the Sewer Fund Budget for the carryforward of unexpended FY 2020 funds for sewer main lining approved by the City Council on February 25, 2020 and in process as of September 30, 2020. | |
| 2. Increase Capital Outlay – Lift Station Improvements (42535-66321) | \$ 5,000 |

CITY OF CLERMONT
RESOLUTION NO. 2021-16R

To amend the Sewer Fund Budget for the carryforward of unexpended FY 2020 funds for the lift station radio project approved by the City Council on January 14, 2020 and in process as of September 30, 2020.

- | | | |
|---|----|---------|
| 3. Increase Group Insurance (42535-12300) | \$ | 13,041 |
| To amend the Sewer Fund Budget for employee benefit changes for medical and dental insurance effective January 1, 2021 and approved by the City Council on November 10, 2020. | | |
| 4. Decrease Fund Balance (42599-59900) | \$ | 376,083 |
| Total Sewer Fund adjustments. | | |

WATER IMPACT FEE FUND

- | | | |
|---|----|---------|
| 1. Increase Capital Outlay – Water System (43533-66307) | \$ | 147,000 |
| To amend the Water Impact Fee Fund Budget for a utility construction reimbursement (pioneering) Agreement approved by the City Council on February 9, 2021. | | |
| 2. Decrease Fund Balance (43599-59900) | \$ | 147,000 |
| Total Water Impact Fee Fund adjustments. | | |

STORMWATER FUND

- | | | |
|--|----|-------|
| 1. Increase Group Insurance (45538-12300) | \$ | 5,471 |
| To amend the Stormwater Fund Budget for employee benefit changes for medical and dental insurance effective January 1, 2021 approved by the City Council on November 10, 2020. | | |
| 2. Decrease Fund Balance (45599-59900) | \$ | 5,471 |
| Total Stormwater Fund adjustments. | | |

SANITATION FUND

- | | | |
|--|----|-------|
| 1. Increase Group Insurance (49534-12300) | \$ | 9,180 |
| To amend the Sanitation Fund Budget for employee benefit changes for medical and dental insurance effective January 1, 2021 approved by the City Council on November 10, 2020. | | |
| 2. Decrease Fund Balance (49599-59900) | \$ | 9,180 |
| Total Sanitation Fund adjustments. | | |

CITY OF CLERMONT
RESOLUTION NO. 2021-16R

GROUP SELF INSURANCE FUND

- | | | |
|--|----|-----|
| 1. Increase Group Insurance (52519-12300) | \$ | 417 |
| To amend the Group Self Insurance Fund Budget for employee benefit changes for medical and dental insurance effective January 1, 2021 approved by the City Council on November 10, 2020. | | |
| 2. Decrease Fund Balance (52599-59900) | \$ | 417 |
| Total Group Self Insurance Fund adjustments. | | |

CRA FUND

- | | | |
|--|----|---------|
| 1. Increase Fund Balance: Beginning Reserves (60399-39900) | \$ | 193,661 |
| To amend the budget to reflect anticipated reserves brought forward at October 1, 2020 as adopted by the CRA Board on March 9, 2021 - Resolution No. 21. | | |
| 2. Increase Capital Outlay - Land (60552-66101) | \$ | 460,995 |
| To amend the budget for land acquisition for downtown parking as adopted by the CRA Board on March 9, 2021 - Resolution No. 21. | | |
| 3. Increase Main Street Program (60552-88202) | \$ | 35,000 |
| To amend the budget for funding the Main Street Program as adopted by the CRA Board on March 9, 2021 - Resolution No. 21. | | |
| 4. Decrease Fund Balance (60599-59900) | \$ | 302,334 |
| Total CRA Fund adjustments. | | |

Net Decrease to Fund Balance – All Funds	\$	1,354,100
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CITY OF CLERMONT
RESOLUTION NO. 2021-16R

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2020-2021 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23th day of March, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



AGENDA ITEM

Meeting Date	
Tuesday, March 23, 2021	
Agenda Item Name	
Resolution No. 2021-017R <i>Employment Policies Manual Updates</i>	
Requested Action	
Recommend approval of Resolution No. 2021-017R to amend, restate, and readopt the Employment Policies Manual.	
Staff Report	
Staff proposes that the Employment Policies Manual, which was approved and adopted by the City Council on December 12, 2017, be amended, restated, and readopted with the attached document. The proposed changes are requested to synchronize policy and City practice. The "redline" document shows all changes made to the Employment Policies Manual. The following are highlights of such changes. <u>Page 6, G.2. Outside Employment</u> – Updated to align with current practice. <u>Page 15, 1.3 Definitions</u> – Special Event definition added for clarification. Definition comes from city ordinance. <u>Page 17, 2.1, Equal Employment Opportunity</u> – Incorporating gender identity per Supreme Court ruling. <u>Page 19, 2.4 Selection</u> – including existing age requirements for police officer candidates to align with current practice. <u>Page 20, I. Veteran's Preference</u> – updating reference to Florida Statutes. <u>Page 20, J. Volunteer/Internship Opportunities</u> – clarifying that employees are also prohibited from participating in city volunteer opportunities. <u>Page 22, 3.2 Tuition Assistance/Reimbursement</u> – updated to align with current practice, currently also in the police and fire union collective bargaining agreements. <u>Page 25, A.2. Exempt Employees</u> – Incorporating example for clarification. <u>Page 28, 4.8 Storm or Other Disaster Pay and Leave</u> – clarifying the intent of this pay. <u>Page 31, E. Periods When Annual Leave Shall Not Accrue</u> – updated to align with current practice. <u>Page 34, 5.3 Personal Days</u> – language added to align with current practice and intent. <u>Page 34, 5.4 Military Leave</u> – updating the limit of the leave to be tracked in a rolling calendar year, to line up to how FMLA is tracked. <u>Page 36, C. Use of Sick Leave</u> – language removed to clarify the intent of the policy and reduce possible abuse of sick leave. <u>Page 39, F. Periods When Sick Leave Shall Not Be Earned</u> – updated to align with current practice.	

Page 40, M. Payment of Uncredited Sick Leave – removed language due to policy being discontinued in October 2017.

Page 42-47, G – N – Family and Medical Leave Act – updated to include more detail from the federal regulations.

Page 49, Leave of Absence for Medical Reasons – updating the limit of the leave to be tracked in a rolling calendar year, to line up to how FMLA is tracked.

Page 51, 5.10 Injury Leave – clarifying the intent of leave.

Page 52, 5.11 Administrative Leave – clarifying intent of the leave.

Page 55, 6.1 Attendance Records – updated to reflect the city's electronic timekeeping system.

Page 56-58, 6.5 Performance Evaluations – updated to align with current practice.

Page 60, 6.6. Promotions – language included for clarification of current practice.

Page 61, 6.7. Demotions – language included for clarification of current practice.

Page 73-75, 6.12. Employee Disciplinary Procedures – Items included as reasons for discipline. Incorporated counseling to reflect current practice.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2021-017R Resolution Upd. Employment Policies Manual	2021-017R Resolution Upd. Employment Policies Manual.pdf
2.	Employment Policies Manual - Redline Version	Employment Policies Manual - Redline Version.pdf
3.	Employment Policies Manual - Clean Copy	Employment Policies Manual 3 23 21 - Clean Copy.pdf



CITY OF CLERMONT
RESOLUTION NO. 2021-017R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING, RESTATING, AND READOPTING THE EMPLOYMENT POLICIES MANUAL IN ITS ENTIRETY; THE EMPLOYMENT POLICIES MANUAL PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Clermont City Council has determined that it is in the best interest of the City of Clermont, that an update and replacement of the Employment Policies Manual be made.

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

SECTION 1.

The City Council of the City of Clermont does hereby amend, restate, and readopt Employment Policies Manual as set forth in Attachment A, attached hereto and incorporated herein and attached to this Resolution; and

SECTION 2.

All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 3.

This resolution shall take effect immediately upon adoption.



CITY OF CLERMONT
RESOLUTION NO. 2021-017R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of March, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

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Employee Acknowledgement of Receipt Employment Policies Manual

This will acknowledge that I have received my copy of the City of Clermont (City) Employment Policies Manual.

I understand that the official version of the City's Employment Policies Manual (manual) will be maintained in electronic form in the Human Resources Collective Folder.

I understand that this manual represents City policies, does not create a contract of employment, and that the City may make changes in it from time to time.

I understand that I have the right to terminate my employment at any time with or without cause, and that the City has the same right.

I agree to comply with all policies, procedures, and practices now or hereafter adopted by the City.

I understand that this acknowledgment will become a part of my official employee file.

Chapter 1 General

1.1 Administration

A. Purpose

This manual was prepared to establish consistent equitable policies for City employment, and to acquaint new personnel with the policies and regulations of the City of Clermont (City). This Employment Policies Manual (manual) was adopted by the City Council by Resolution No. #2017-61 on December 12, 2017. This manual is not an expressed or implied contract, nor does it create any legally enforceable obligations on the part of the City of Clermont or its employees.

B. Scope

This manual shall apply to all employees of the City of Clermont with the exception of temporary employees, the Mayor and Council Members. Certain provisions may not be applicable to all employees, such as part-time and probationary employees, and such areas shall be noted. If any provisions of these policies conflict with an existing provision of an approved labor agreement between the City and a registered bargaining unit, the labor agreement will prevail in regard to employees in the bargaining unit covered by that agreement.

C. City Control, Responsibilities and Authority

The City is governed by the Council-Manager plan of government. Clermont residents elect the City Council. The City Council appoints, directs and evaluates the City Manager. The City Council establishes policies and procedures related to education, training, operations, services, and maintenance of the City. The City Council has the responsibility for requiring effective administrative action through the City Manager. The City Manager and his/her administration reserve the right to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of the City; to determine the number, location and operation of departments, and all other units of the City, the assignment of work, the qualifications required and the size and composition of the work force; and

to otherwise generally manage the City, attain and maintain full operating efficiency and optimum service, and direct the workforce in accordance with the needs and requirements of the City.

D. Employment at Will

Within the limits of any constitutional or statutory limitations applicable, employment with the City is considered “at will” and may be ended either by the employee or by the City at any time with or without cause. It is the City’s policy to treat employees fairly and consistently, and the City has established guidelines for disciplinary action and performance improvement which provide the employee an opportunity to address and respond to issues of discipline or performance. However, publication or use of these guidelines should not be interpreted as to create a guarantee of employment or an expectation of continued employment.

E. Employment Policies Manual Revisions

Revisions to the Employment Policies Manual may from time to time be proposed and approved by the City Council. A copy of this policy will be made available to all City employees. Any deviation from this policy will be made only by the City Manager, in writing, to the department director of the employee or department affected.

F. Department Rules

Department directors are authorized to promulgate rules additional and supplemental to this manual provided they are not in conflict with the regulations herein. All such rules shall be approvable, amendable and revocable by the City Manager.

1.2 Employee Conduct

A. Employee Courtesy

All employees shall render courteous service to the public. The attitude of a City employee should at all times promote the good will and favorable attitude of the public toward the City, administration, and its programs.

B. Telephone Usage

City telephones are for City business. Long distance calls are to be made only by employees authorized by the responsible department director. Excessive personal telephone use will not be permitted and may be cause for a reprimand.

Employees shall not operate a vehicle while wearing a headset, headphones, or other listening device, other than a hearing aid or instrument for the improvement of defective hearing. The only exception to using a headset is when the employee is communicating as described below, and the sound is provided through one ear and allows surrounding sounds to be heard with the other ear.

Employees are prohibited from using any telephonic or communication device without a Bluetooth or other hands-free device unless specifically approved by the City Manager (or designee/department director), while operating any City-owned or leased vehicle, apparatus, machinery, or equipment. In addition, employees are responsible for ensuring that use of any electronic device does not cause distraction (i.e., texting, fiddling with the device, taking eyes off the road, and participating in conversations that may interfere with the driver's ability to drive safely).

C. Lunch Period

Employee lunch periods will be determined by the department director as required for efficient departmental functions.

D. Conflict of Interest and Ethics

All employees are subject to and required to act in full compliance with Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees.

E. Solicitation

Solicitation during working hours on City property or in public areas by any City employee or by non-employees is prohibited. Bulletin boards are City property and materials posted thereon must be approved by the City Manager or a department director. There shall be no distribution of literature during working hours or on City property without permission of the City Manager. Examples of solicitations for purposes of this rule include, but are not limited to: solicitations for magazines or periodical subscriptions, memberships in organizations, and solicitations for political contributions. Examples of distributions for purposes of this rule include, but are not limited to: applications for memberships in organizations, political literature, subscription forms and informational bulletins. Exceptions to the solicitation policy must be approved by the City Manager.

F. Gifts and Gratuities

1. No employee shall accept gifts, gratuities, or loans from organizations, business concerns or individuals with whom he/she has official relationships on City business. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, or to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions.
2. No employee shall solicit contributions from another employee for a gift to an employee in a superior official position nor shall such superior accept a gift presented as a contribution from employees receiving less salary than himself/herself. The foregoing, does not, however, prohibit a voluntary gift of nominal value when made on a special occasion.
3. No person seeking appointment to, promotion or transfer with the City shall either directly or indirectly give, render or pay any money, service or other thing of value to any person in connection with an appointment, promotion, or transfer or a proposed appointment, promotion or transfer. This prohibition is not intended to prevent payment to a legitimate employment agency.

G. Outside Employment

1. Outside employment is any paid employment performed by an employee in addition to his/her employment with the City and is subject to approval as set forth herein. The following criteria will apply to outside employment:
 - a. Such employment shall not cause the employee to be late to work, to leave early, to be unavailable for work beyond normal duty hours, or cause any reduction in the employee's efficiency when on duty with the City.
 - b. Such employment shall not involve a conflict of interest or conflict with the employee's duties.
 - c. Such employment shall not involve the performance of duties which the employee should perform as part of his/her job with the City.
 - d. The nature of the outside employment shall not be such as to bring discredit or embarrassment on the City.
 - e. Outside employment shall not occur during assigned working hours unless the employee is on approved leave.

- f. Outside duties, trade, business or profession shall not require regulation or inspection by the City.
2. Any employee wishing to engage in outside employment must submit a request in writing to his/her department director using the related approval request form. The request should outline in detail the duties to be performed and the amount of time, stating specific hours to be devoted to these duties. Department directors shall immediately notify the City Manager of outside employment requests prior to approving the request. Once the City Manager has reviewed, the Department directors, and are subsequently authorized to formally approve outside employment consistent with the guidelines above. Department directors are also authorized to direct an employee to discontinue outside employment, at any time, if it is later found to be inconsistent with the guidelines. Approval request forms are retained in the employee personnel file.

H. Payments of Financial Obligations

Every employee is expected to pay just debts and financial obligations, particularly those directed by court order. The City is neither a collection agency nor an arbiter when the validity of a debt is questioned.

I. Drug Free Workplace

The City is committed to maintaining a workplace that is free from the presence and effects of drugs and/or alcohol, providing the highest level of service to its citizens, and minimizing the risk of incidents and injuries.

1. The City prohibits employees from using, selling, dispensing, distributing, possessing, or manufacturing illegal drugs and/or alcoholic beverages while on City premises, work sites, or in a City vehicle. In addition, employees are prohibited from off premise use of alcohol and possession, use, and/or sale of illegal/prescription drugs, when such activities adversely affect job performance, job safety, or interferes with the City's ability to carry out its mission.
2. As a term and condition of employment, employees must refrain from taking drugs/alcohol that impair performance or are illegal on or off the job.
3. Employees must notify their supervisor if they have been prescribed a drug for a medical or other condition which could impair their ability to perform their job. If it is determined that the employee is unable to perform his/her job due to impairment caused by the medication, the

employee should apply for appropriate leave and discuss the situation with his/her supervisor.

4. Pursuant to the City's expectation of employee conduct and Drug Free Workplace regulations, the City conducts drug and/or alcohol tests for the following reasons: pre-employment, reasonable suspicion, post-incidents, routine fitness for duty, random, and follow-up.
5. Employees and/or supervisors shall report immediately (during that working shift) to their department director and/or Human Resources Director any action by any employee who demonstrates an unusual behavior pattern. An employee believed to be under the influence of drugs and/or alcohol will be required to submit to a drug and/or alcohol test.
6. An employee will be subject to corrective action, up to and including termination, for violation of this policy.
7. The City Manager shall establish procedures to implement this policy.

J. Political Activity

1. Every employee shall have the right to express freely his/her views as a citizen and to cast his/her vote.
2. Coercion for political purposes of and by employees and use of their positions for political purposes is prohibited.
 - a. No employee or official of the City shall, directly or indirectly, coerce, attempt to coerce, or advise an employee to pay, lend, or contribute anything of value to a party, committee, organization, agency or person for political purposes.
 - b. No employee or official of the City shall use City resources of any kind, including, but not limited to, the City logo or City equipment, or official authority or influence, for the purpose of interfering with or affecting the result of an election or a nomination for office.
3. Participation in partisan political activity by employees shall be permitted to the extent as provided under the Federal Hatch Political Activities Act, as amended, and any subsequent amendments which may be made thereto. However, at no time shall any such activities be permitted by an employee in a City uniform.

4. Any employee who is not subject to the Hatch Act shall be granted a leave of absence not to exceed four (4) months for the purpose of seeking an elective public office in an election. During the leave of absence, the employee shall use accrued annual leave, compensatory leave or personal days prior to going in an unpaid status. Unless otherwise provided by law, if a City employee is elected to City of Clermont office, he/she shall at the time of taking office, resign in good standing from City service.
5. Partisan political discussions and partisan political activities by employees are prohibited during on-duty hours.
6. Any person violating the provision of this section may be subject to termination by the City Manager.

K. Use of City Property

1. The City attempts to provide each employee with adequate tools, equipment and vehicles for the job being performed and expects each employee to observe courteous and safe operation of vehicles and equipment in compliance with all municipal, county and state vehicular regulations.
2. Employees who are assigned tools, equipment or vehicles by their departments are responsible for them and their proper use and maintenance.
3. The use of City property, material, supplies, tools, equipment or vehicles for personal or private business use is prohibited, unless approved by employment agreement or by the City Manager. Violations may result in termination and possible prosecution.

L. E-Mail / Internet Usage

1. E-Mail and internet services are provided to employees for the purpose of conducting their job duties in the most efficient manner possible and are not intended for personal use. All electronic communications generated by employees with City equipment, or stored on City equipment, are the property of the City and therefore not considered private and may be considered public records subject to disclosure in accordance with Florida Law.
2. Employees are prohibited from using the City's e-mail and internet system to transmit or receive any improper communication, including but not limited to inappropriate comments or jokes, cartoons, or any other communication which is political, derogatory, vulgar, obscene,

offensive or sexually explicit.

3. The City will periodically access and monitor communications and files on the City's e-mail/internet system as deemed to be necessary or appropriate in the enforcement of the acceptable use of City equipment and systems.
4. Employees who use the City's e-mail/internet system inappropriately or illegally are subject to discipline up to and including termination and civil or criminal prosecution, if deemed appropriate.

M. Valid Driver's License

1. All operators of City vehicles and equipment are required to have a valid State of Florida operator's or commercial license, as applicable, and shall immediately notify their supervisor of any change in status to their license. Certain job classifications require a commercial license as a condition of employment.
2. Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in a demotion or termination.
3. Motor vehicle reports will be requested annually for all employees who are authorized to drive a City vehicle or their own vehicle while conducting City business. If an employee's annual Motor Vehicle Report reveals a suspended or revoked driver's license or a driving record that demonstrates repeated offenses and flagrant disregard for traffic laws, the employee will not be allowed to drive a vehicle while conducting City business. If these restrictions create a hardship for the City, the employee will be transferred or demoted to a position which does not require driving and for which the employee is otherwise qualified. If no position is available, the employee will be terminated from employment.

N. Safety

It is the policy of the City to maintain a work environment for all employees that is both healthy and safe. A separate safety manual sets forth the safety procedures and practices expected of all City employees.

O. Harassment

It is the policy of the City to maintain a work environment for all employees which is free of conduct which can be considered harassing, coercive or disruptive. The City has adopted a separate policy that sets forth

guidelines for dealing with harassment in the workplace.

P. Sexual Misconduct

It is the policy of the City to maintain a work environment for all employees which is free of any form of sexual misconduct, including actual, attempted or threatened sexual assault, sexual abuse, sexual exploitation, indecent or sexual solicitation, or public indecency, as defined by state and local laws. The City has adopted a separate policy that sets forth guidelines for dealing with sexual misconduct in the workplace.

Q. Dress/Appearance

The City expects all employees to dress in a manner which is appropriate for the type of work performed and have a neat and orderly appearance. A separate policy has been adopted that sets forth guidelines for dealing with appropriate dress and appearance.

R. Fraternization

The City strongly discourages, but does not prohibit, consensual romantic or espousal-like relationships between co-workers or between employees and contractors or others doing business with the City. However, the City recognizes its responsibility to caution employees of the potential problems posed by such relationships. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of harassment.

It is the obligation of all affected employees to immediately advise their department director when such a relationship exists so that the effect, if any, of the relationship on City operations may be fully evaluated and appropriate action taken. Should a conflict of interest exist, or there is a strong likelihood that one will arise, the City shall consider action which protects the interests of the City. In no case, may one individual have any supervision over the other nor may one individual be subject to learning confidential information about the other. City action to prevent or address such possible work-related problems may include re-assignment of one member to another department, division or location (if a suitable vacancy exists). If no suitable arrangements can be made, one individual will need to resign their position.

S. Social Media

The City understands that social media can be a fun and rewarding manner to share information and opinions with family and friends, however

the use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about the use of social media, the following guidelines for the appropriate use of social media have been established.

The City's policy is that employees are to be thoughtful in all their communications and dealings with others, including email and social media used both personally and through the course of City work. Only those employees specifically designated to do so, may post to and maintain the City's social media sites.

Social media includes all means of communications or posting information or content of any sort on the Internet, an employee's own or someone else's web log or blog, personal website, social networking (Facebook, Twitter and the like) or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

A public blog is not an approved venue to communicate internal City policies nor for employees to air opinions, disputes, or grievances that are City-related. Work-related complaints are more likely to be resolved by speaking directly with co-workers or by utilizing the city's open door policy/practice, than by posting complaints to a social media outlet.

When acting or appearing to act as a representative of the City or identifying oneself as an agent or employee of the City, either overtly or by inference, an employee shall never harass, threaten, libel, or defame fellow professionals, employees, citizens, customers or anyone else.

To assist in making responsible decisions about the use of social media, the following guidelines apply:

1. Know and follow the rules
 - a. Carefully read the City's policies, particularly the Standards of Conduct where expectations and regulations regarding ethics, information, discrimination and harassment can be found. If any aspect of the policy is unclear, consult Human Resources for clarification.
 - b. Ensure social media postings align with City policies.
2. Be respectful
 - a. Always be fair and courteous to fellow employees, officials, volunteers, citizens, customers, vendors and others who work

or serve on behalf of the City.

- b. Avoid offensive posts of statements, photographs, and video or audio that could reasonably be viewed as malicious, obscene, threatening, intimidating, that disparage others (including employees, customers, vendors or City partners) or discriminatory or might constitute harassment, bullying, or contribute to a hostile work environment. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.
3. Be honest and accurate
 - a. Always be honest and accurate when posting information or news. If a posting mistake is made, correct it quickly. Never post any information or rumors known to be false about the City, employees, customers, vendors or City partners.
4. Employees shall not post any material that is privileged property of the City.
5. Employees shall comply with confidentiality, financial disclosure, and other similar laws.
6. Employees shall not create a link from a personal blog, website or other social networking site to a City website without advance approval of the City. Approval must be granted by either the City Manager, the Communications Director, or a department director.
7. Employees shall express only personal opinions; make clear that personal views do not in any way represent the views of the City, its officials, employees, volunteers and other affiliates. Unless specifically authorized by the City Manager, under no circumstances shall an employee post any information or news that suggests, portrays or states, in any manner, that the employee is an authorized representative or spokesperson for the City.
8. Employees shall not use in any manner in any picture, video or image any equipment or item containing or depicting any identifying mark or logo of the City without prior approval by the City Manager.
9. Using social media at work
 - a. Refrain from using social media while on City work time and on

City provided equipment, unless authorized by the department director as work-related.

- b. Do not use the City's email address to register on social networks, blogs, or other online tools utilized for personal use.

Employees are solely responsible for what they post online. Violation of this policy (including conduct that adversely affects job performance, the performance of employees, customers, vendors, City partners or legitimate City business interests) may be considered grounds for discipline, up to and including termination.

Retaliation or taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in a related investigation is prohibited and will be subject to disciplinary action up to and including termination.

Employees should not speak to the media on behalf of the City without contacting the Communications Director. All media inquiries should be directed to the City Manager, Communications Director or a department director.

Nothing in this policy prohibits or is intended to prohibit employees from discussing their terms and conditions of employment, which includes wages and working conditions. Additionally, this policy is not intended and will not be applied in any way that interferes with employees' exercise of their rights under local, state or federal laws.

T. Identification Badges

Employees are issued identification badges and shall wear them while at work and/or conducting City business.

1.3 Definitions

- A. Administration – The City Manager, department directors and supervisory employees.
- B. Appointment – Initial employment in the City service.
- C. Break in Service – Any absence from work through voluntary or involuntary termination for any cause. Leaves granted for appropriate reasons will not count as a break in service.

- D. Demotion – A voluntary or involuntary change from a higher to a lower pay grade or position with resulting decrease in salary.
- E. Educational Leave – Authorized absence (without pay) for training purposes.
- F. Leave without Pay – Authorized absence without pay.
- G. May – The word “may” shall be interpreted as permissive.
- H. Military Leave – Authorized absence of employee for active military duty.
- I. Overtime Pay – The compensation made for the work done in excess of the normal work period.
- J. Position and/or Employee Type –
 - 1. Benefits Eligible – Employees/positions designated to work a minimum of thirty-two (32) hours per workweek.
 - 2. Full-Time – Positions designated to work forty (40) hours per workweek or otherwise designated for firefighters and police officers.
 - 3. General Employee – An employee that is not a police officer or firefighter.
 - 4. Reduced Hour – Positions designated to work a minimum of thirty-two (32) hours and less than forty (40) hours per workweek.
 - 5. Part-Time – Positions designated to work up to and including twenty-five (25) hours per workweek.
 - 6. Seasonal – Positions designated to work on a seasonal basis. Employment terminates upon completion of the seasonal duties for which they were hired.
 - 7. Limited Duration – Positions that are specifically approved by the City Manager for an indefinite period of time; usually not to exceed six (6) months.
 - 8. Temporary – Individuals who are employees of temporary labor agencies.
 - 9. Probationary Employee – Non-management employees who have not successfully completed the period of probation established for their position.

- 10. Regular Employee – Non-management full-time or reduced hour employees who have satisfactorily completed the period of probation established for their position.
- 11. Management Employees – Department directors and any other at-will employees designated in writing to serve at the will and discretion of the City Manager.

12. Special Events – For non-union employees, special events are defined as events in which a permit is required for activities/special events and for reserved use of city facilities. Special Events are temporary assemblies held on regulated property within the City of Clermont and shall include, but not be limited to, any ceremony, exhibition, show, concert, pageant, rally, private entertainment events, seasons holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/races/walks or assembly which is likely to attract participation of more than two hundred fifty (250) and any event where fireworks shall be used, exploded or displayed. This definition shall be extended to events, which are city sponsored requiring city staffing. The department director or designee will review the impact of each of these events and shall determine if staffing is needed.

- K. Promotion – Advancement from a lower to a higher grade or progression.
- L. Reappointment/Rehire – Appointment of an individual who has had previous service with the City.
- M. Reclassification - Revision of a job description resulting in significant changes to the essential job functions.
- N. Reduction in Force – Involuntary separation resulting from curtailment of work.
- O. Resignation – Voluntary separation from employment.
- P. Shall – The word “shall” shall be interpreted as mandatory.
- Q. Suspension – Discontinuance of duties with or without pay.
- R. Termination – Separation from employment.
- S. Transfer – Change from one position to another within the same paygrade

T. Workweek – The minimum number of hours regularly scheduled to be worked during any seven (7) consecutive days.

DRAFT

Chapter 2

Employment Practices

2.1 Equal Employment Opportunity

In accordance with federal, state, and local laws, the City of Clermont is committed to maintaining a workforce and work environment that is free of unlawful discrimination including harassment, on the basis of race, color, national origin, sex, religion, disability, age, sexual orientation, gender identity, marital, veteran, pregnancy status, genetic information, or any other status protected by applicable law.

The prohibition against employment discrimination and harassment may extend to conduct that employees are subjected to from vendors, contractors, customers, or others who enter the workplace. The City of Clermont is committed to complying with all applicable federal, state, and local civil rights laws pertaining to employment practices.

The City makes reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship to the City. This policy governs all aspects of employment, including recruitment, selection, hiring, job assessment, promotion, transfer, training, compensation, discipline, termination, and benefits.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring such issues to the attention of the immediate supervisor, department director, Human Resources Director, or City Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

2.2 Recruitment

The City of Clermont is committed to ensuring that the recruitment and selection process is fair, open, and transparent and shall comply with all relevant legislation. Employment shall be offered based on each candidate's knowledge, skills and abilities for the vacancy.

All vacant positions must be advertised to ensure the most qualified and suitable candidate is selected. At the department director's discretion, the advertising may be internal and/or external. External advertising may be placed in various media outlets depending on the nature of the position.

2.3 Application

Applicants seeking employment with the City must file a completed employment application provided by the City.

Fraudulent conduct or false or omitted statements of fact by an applicant shall be deemed cause for exclusion of the applicant from consideration for the position or termination from City employment. Applicants will be prohibited from applying for an employment opportunity with the City for a period of one calendar year from the time that the false statement is made.

2.4 Selection

A. Screening

As determined by the City Manager, the selection process may include one or more or all of the following: oral interviews, evaluation of experience and training, reference checks, written examinations, performance tests.

B. Pre-Employment Background Investigation

It is the policy of the City that as a condition of employment, all employees and volunteers must successfully complete a background investigation. A comprehensive background check is conducted on selected candidates as appropriate for the position, which may include but not be limited to criminal, driving, employment history, education, professional licenses/certifications, and references. Credit checks, when deemed appropriate, are conducted in accordance with the provisions of the Fair Credit Reporting Act.

Selected candidates shall not begin work until the candidate meets all background requirements, and for applicable positions this shall include pre-employment physical and testing. The City Manager shall establish procedures to implement this policy.

C. Pre-Employment Drug Testing

It is the policy of the City that all candidates for specific positions (as deemed applicable) must successfully pass a drug test that screens for the presence of illegal drugs/alcohol. The City has adopted a policy herein and a separate procedure regarding drug testing.

D. Pre-Employment Physical Examination

It is the policy of the City that all candidates identified for specific positions and volunteers (as deemed appropriate) must successfully pass a pre-employment physical examination. The City has adopted a separate procedure regarding the pre-employment physical examination process. The City will schedule and pay the full cost of the standard pre-employment physical examination.

Documentation of the successful completion of the pre-employment physical examination shall be maintained on file in Human Resources.

E. Qualified Applicants

The City Manager or his/her designee (Human Resources along with the hiring department) shall categorize those persons eligible for a position as being qualified. The City Manager or his/her designee (department director) shall make the selection from such persons.

F. Nepotism

No City official, department director, or supervisor may appoint, employ, promote, advance or be influential in any way in the employment of any individual who is a relative of the City official, department director, or supervisor. Further, no relative of an employee may be hired by the City to fill a position which would cause the current employee to either have jurisdiction over or be subject to the jurisdiction of the relative. For the purposes of this section only, relative means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister.

G. Employment Laws

All applicable federal, state and local laws pertaining to employment practices will be complied within the City's employment procedures.

H. Age Requirements

Applicants for full-time employment must be 18 years of age or older, with the exception of police officer candidates who must be 21 years of age or older. Persons who have reached their 16th birthday may be considered for seasonal part-time employment within the limits of state and federal laws.

I. Veterans' Preference

The City shall comply with ~~the Florida Administrative Code~~Florida Statute 295.07 which requires that Veteran's Preference and special consideration be given to all eligible veterans and eligible spouses of veterans at each step of the employment selection process, if the minimum qualifications are met. This includes preference and priority in appointment, retention, reinstatement, reemployment and promotion, except those that are exempt, including but not limited to heads of departments, policymakers and/or managers, or persons employed on a temporary basis without benefits. An applicant who meets the criteria for receiving Veteran's Preference must submit the appropriate documentation at the time of application to substantiate the claim.

J. Internship/Volunteer Opportunities

Current employees are prohibited from participating in City internship/volunteer opportunities.

Chapter 3

Educational Leave & Tuition Assistance

The City encourages employees to attend educational conferences and to take self-improvement and job improvement courses which are related to their work and potential growth within their field/department. Additional educational training will be one measure used in making recommendations for advancement and promotion.

3.1 Educational Leave

Educational leave is defined to be authorized leave without pay, to attend a college, university or other institution of higher education which offers academic curricula leading to a degree or degrees. The decision to grant educational leave shall be based on the City's need for an employee to have additional skills and knowledge in order to improve the employee's job performance or potential growth within the employee's field/department.

Educational leave is available to employees enrolled full-time or part-time in an institution of higher education.

All benefits eligible employees who have successfully completed probation may be entitled to educational leave.

Educational leave shall be limited to a period of twelve months, except that with the approval of the City Manager such leave may be extended six months.

Employees requesting leave are obligated to return to work within or at the end of the time granted. An employee who chooses not to return to work shall notify the supervisor immediately. Failure to report back to work at the expiration of the educational leave shall constitute the employee's resignation except in the case of an extension of such leave.

Employees attending educational courses required by their department director shall be granted leave with pay. Should a required course be scheduled at some time other than the employee's normal working hours, the employee shall be given time off to compensate for the hours required to complete the course or paid for the hours at the regular pay rate approved by the department director.

3.2 Tuition Assistance/Reimbursement

The purpose of this program is to reimburse employees for courses in a degree seeking program. Tuition reimbursement is available to benefits eligible employees for courses applicable to the employee's field of work or of such nature and quality

to directly contribute to the employee's value and potential growth within the City. The course must be approved by the department director and City Manager prior to enrolling in the course and is subject to budgetary constraints. Tuition assistance will not be paid prior to the successful completion of an approved course. No blanket approval of courses or programs will be granted. Only specific courses taken through a nationally or regionally accredited institution for a specific semester will be approved. The City will reimburse employees for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand dollars (\$1,000) per fiscal year in accordance with the following schedule:

100% for attaining a final grade of "A"

75% for attaining a final grade of "B"

50% for attaining a final grade of "C"

If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".

As a part of applying for tuition assistance, an employee must agree in writing that if he/she ceases to be employed by the City for whatever reason within one year of receiving tuition reimbursement, he/she will reimburse the City the total amount received toward any course(s) taken within the year prior to termination.

Reimbursement will be paid by check to the employee upon presentation of a final grade report and receipts for any tuition, books and fees paid.

Chapter 4

Compensation/Salary Administration

4.1 Compensation Approval Authority

The compensation/salary of each position within the City shall be determined by the position classification system. The salary of all employees at the time of employment, as well as increases or decreases shall be approved by the City Manager.

The City Manager, under the policy direction of the City Council, shall be primarily responsible for the overall administration of City employment policies and procedures. However, the department director shall be responsible for ensuring that the employment policies and procedures are carried out day-by-day in their department.

4.2 Merit Pay Increases

Regular, part-time (non-seasonal) and management employees are eligible to receive a merit pay increase based on the overall rating of their annual performance evaluation, and are awarded for overall performance which meets or exceeds position/job expectations. Merit increases will only be available if included in the current budget.

Merit pay increases shall be within the ranges of the established classification/pay grade and shall not be available to employees who have reached the maximum of their pay grade, unless specifically approved in the budget. If approved in the budget, employees at the maximum of the pay grade would be eligible for a lump-sum payment equal to their merit increase.

4.3 Incentive Pay

As an incentive for employees to advance their career, incentive pay is available for specific positions. Details of the incentive pay program have been adopted in a separate resolution.

4.4 Overtime Pay

Overtime work shall be kept at a minimum. However, the requirements of a specific department may make it necessary for an employee to sometimes work beyond his/her regularly scheduled working hours. All overtime work shall be approved by the employee's authorized supervisor. Employees shall be required

to work overtime when assigned unless excused by their supervisor.

Employees considered non-exempt in accordance with the Fair Labor Standards Act (FLSA) shall be paid overtime pay for hours worked in excess of their regular work period as follows:

<u>Employee Type</u>	<u>Regular Work Period</u>
8 & 10 Hour	40 hours in a seven (7) day period
12 Hour	84 hours in a fourteen (14) day period
24 Hour	212 hours in a twenty-eight (28) day period

For the purpose of calculating overtime: compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty, storm administrative pay and any other absence from work while on paid status will not be considered time worked.

Employees shall not begin work before the beginning of their schedule or continue to work after the end of their schedule without permission.

Off Duty Work Time - Non-exempt employees should not conduct work-related responsibilities, duties or tasks outside of their normal work schedule, however occasionally it may be required that a non-exempt employee must perform certain authorized work duties during off duty hours. Duties may include emergency response activities, making or receiving phone calls, and/or responding to urgent emails. Non-exempt employees should not have City email access on personal cell phones and should keep monitoring/checking email on a City-issued cell phone to a minimum.

Overtime worked shall be compensated at one and one-half (1.5) times the employee's regular rate of pay as defined in the Fair Labor Standards Act.

Employees who are paid overtime have the choice of receiving payment in the form of cash or compensatory leave. Prior to the start of overtime work, the employee and supervisor shall mutually agree upon the manner in which the overtime work is to be compensated, either in overtime pay or accrual of compensatory leave. Compensatory leave must be provided at a rate of one-and-one-half (1.5) hours for each overtime hour worked and will be credited to the employee at the end of the work period in which the overtime was worked.

It is the responsibility of each immediate supervisor and section/division manager to ensure that accurate records of hours worked, including overtime hours, are maintained.

To the extent operationally feasible, flexible scheduling or other scheduling modification within the workweek will be used to avoid incurring overtime. Flexed time cannot be adjusted between multiple workweeks. Department directors are

responsible for ensuring the fair and equitable administration of flexible scheduling.

A. Exempt Employees

The following provisions are established in accordance with the Fair Labor Standards Act:

1. Exempt employees are compensated based on the total job rather than the number of hours worked. As such, exempt employees are expected to allocate whatever amount of time is necessary to accomplish the tasks assigned to them and to successfully execute the duties and responsibilities of the position. Although forty (40) work hours is typically the standard, exempt employees are often required to work extended or irregular hours above the forty (40) hours to perform successfully. Exempt employees do not earn overtime pay for hours worked over and above the standard work schedule.
2. Exempt employees who are absent from the workplace due to personal reasons or sickness for less than a full day but more than half of their scheduled work day are required to use accrued leave (annual, sick, or personal as applicable) for the number of hours equal to half of the work day (e.g., 4 hours for an 8-hour day). Exempt employees who have exhausted all applicable leave will go into an unpaid status. Exempt employees are not required to use accrued leave for work day absences of less than half of their regularly scheduled hours. For example, if an employee's normal work schedule is 8:00 am to 5:00 pm and they leave for the day at 11:00 am for an appointment, the exempt employee must utilize 4 hours of paid time off. If that same employee leaves for their appointment at 12:30 pm, no paid time off will need to be used for that day because they have actively worked more than half of their scheduled work day.
3. Supervisors are responsible for setting work schedules, allowing or denying partial-day absences, optionally requiring that the absences be for the full scheduled day, and for monitoring the performance of exempt employees. Abuse of this privilege and/or substandard job performance by an exempt employee will lead to corrective action, up to and including termination.
4. When an exempt employee's absence is protected under the Family/Medical Leave Act (FMLA), partial day accrual use and FMLA entitlement may be used in increments of fifteen (15) minutes in accordance with the City's FMLA Policy.

5. Employees considered exempt in accordance with the Fair Labor Standards Act (FLSA) are not entitled to overtime pay for hours worked in excess of their regular work period. However, FLSA exempt employees may receive payment for overtime worked under the following conditions:
 - a. A City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem.
 - b. Only hours worked in excess of fifty (50) hours in a workweek during the City-wide state of emergency period that pertain to the protection of life, property or the effective operation of the City will be paid. (The length of the City-wide emergency period shall be the duration defined in the resolution.)
 - c. All overtime paid pertaining to this emergency will be paid at an hourly rate calculated by dividing the employee's normal salary for a pay period by the number of regularly scheduled hours in the pay period.
 - d. This provision applies to all FLSA exempt employees with the exception of the City Manager.
 - e. Deductions from the pay of an exempt employee may be made for suspensions of one or more full days in accordance with the FLSA.

B. Safe Harbor under the FLSA

It is the policy of the City to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly for all time worked and that no improper deductions are made, employees are responsible for recording all work time in accordance with the provisions provided by the City and for reviewing paychecks promptly to identify and report all errors. Non-exempt employees are prohibited from engaging in off-the-clock or unrecorded work.

Non-exempt employees are responsible for recording actual time worked each day. Hours must be accurately recorded on a time sheet or time tracking system to which employees will have ready access. Each employee must sign his/her time sheet (whether paper or electronic) to verify that the reported hours worked are complete and accurate and that there is not unrecorded or "off-the-clock" work. The time sheet must accurately reflect all regular and overtime hours worked,

any absences, early or late arrivals, early or late departures and meal breaks. Upon receipt of pay checks, employees should immediately verify that pay was provided appropriately.

Exempt employees will be paid a full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to pay deductions permitted by law, including the following:

1. Full day absences for personal reasons, since the City has a vacation/annual leave accrual program, and partial days in accordance with 4.4 Overtime Pay, Exempt Employees, B.
2. Full day absences for sickness, since the City has a sick leave accrual program, and partial days in accordance with 4.4 Overtime Pay, Exempt Employees, B.
3. FMLA absences (either full or partial day absences).
4. Unpaid disciplinary suspensions of one or more full days for significant infractions or major workplace conduct or safety rules (including those that could cause serious harm to others) set forth in City policies and procedures.
5. The first or last week of employment in the event that an employee works less than a full week.

Employees who have questions regarding deductions from their pay, believe that their wages have been subject to any improper deduction, or believe that pay does not accurately reflect all hours worked should contact their supervisor immediately. Each report will be appropriately addressed in a timely manner.

Violations will subject the offending employee to corrective action, up to and including termination.

4.5 On-Call Pay

On-call pay shall be paid to employees who are required to remain available to be called in to work on a short notice (as defined in departmental guidelines) if the need arises. Only employees who are specifically required by the department director to be on-call will be compensated.

The standard to which on-call pay is to be paid and the amount to be paid must be authorized by the City Manager in advance.

4.6 Call-Out Pay

Call-out pay applies to a situation where an employee is called to work on off-duty hours (excluding lunch periods) due to an emergency or an urgent situation. Call-out work performed during lunch periods shall be compensated based on actual time worked.

The hours to be paid where an employee is actually called into work shall be actual time with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time.

During workweeks in which there is Holiday Leave or during a declared City-wide state of emergency, the call-out time will be compensated at one and one-half (1.5) times the employee's regular rate of pay.

Call-out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.

4.7 Working Out of Classification Pay

Working out of classification pay shall apply to employees who are required to work in a higher job classification (This policy does not apply to employees working in a director level capacity.) The employee must work in the higher job classification for more than the number of days noted in the following schedule in a thirty (30) calendar day period.

<u>Employee Type</u>	<u>Number of Days/Shifts</u>
8 & 10 hour	10
12 hour	7
24 hour	5

The employee's pay rate will be adjusted to the minimum of the higher job classification pay range or by five percent (5%), whichever is greater, for each day/shift worked in the higher job classification, including the qualifying work days/shifts. The employee will remain in their current position and retain their original overtime status. Pay will revert to the previous rate of pay at the end of the temporary assignment.

4.8 Storm or Other Disaster Pay and Leave

These policies apply when a City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem. [Storm or other disaster pay](#)

and leave does not apply to ongoing or continuous states of emergency and is meant to cover short-term, limited duration states of emergency.

A. Storm Leave

Employees (except seasonal part-time) directed not to work any regularly scheduled hours due to the storm shall be paid Storm Leave for those hours at their regular hourly pay rate.

Hours paid as Storm Leave shall not count toward overtime.

B. Storm Worked Pay

Employees (except police officers and firefighters) required to work during the storm period as designated by the City Manager or any rescheduled shift due to the storm or any hours worked in excess of their regularly scheduled shift related to the storm shall be paid Storm Worked Pay at 1.5 times their regular hourly pay rate.

Police officers and firefighters called in or held over shall be paid Storm Worked Pay at 1.5 times their regular hourly pay rate.

Storm Worked Pay hours paid shall be considered time worked for purposes of overtime calculation.

4.9 Special Event Pay

Non-exempt employees who work a Special Event which is held outside of their scheduled work hours and who do not qualify for the overtime premium noted in Section 4 shall be paid for all hours worked at the Special Event at the rate of one and one-half times (1.5) the employee's regular rate of pay.

The hours worked during the special event will be considered time worked for purpose of overtime calculation in the work period in which the special event occurred, in accordance with the FLSA.

Hours worked in preparation of a Special Event do not qualify for this Special Event premium, however said hours would be paid in accordance with the FLSA.

Chapter 5 Leave

5.1 Annual Leave

Annual leave may be used as accrued after the employee has completed six (6) consecutive calendar months of employment. Previous employment with the City will not count towards years of service. Exceptions to this rule include leave approved by the City Manager (or designee/department director) during the employee's recruitment or when an exempt probationary employee has exhausted sick leave and has a documented illness/injury for which the leave is taken.

A. Rate of Accrual

Annual leave shall be credited to benefits eligible employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8 & 10 Hour</u>	<u>12 Hour</u>	<u>24 Hour</u>
0-4	3.08 hours	3.23 hours	4.61 hours
5-9	3.69 hours	3.85 hours	5.54 hours
10-14	4.61 hours	4.85 hours	6.93 hours
15-19	5.53 hours	5.81 hours	8.31 hours
20 and over	6.15 hours	6.46 hours	9.23 hours

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. Maximum Accumulation

The maximum amount of annual leave that employees not covered by a collective bargaining agreement may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 & 10 hour	320 hours
12 hour	336 hours
24 hour	400 hours

C. Use of Annual Leave

Annual leave may be taken in quarter-hour increments.

Annual leave may be used for annual wellness related healthcare provider visits at any time.

Annual leave may be used during absences involving sickness, injury or death, with department director approval, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status.

If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.

D. Procedure

An employee who is eligible for vacation may take it at any time agreeable to the employee and supervisor. The employee must complete a Leave Request Form.

Each department director, or designee, shall schedule annual leave with particular regard to the seniority of employees, in accordance with operating requirements and, insofar as possible, with the requests of the employees. The method of compiling and scheduling leave requests must be reasonable, fair, consistent, non-discriminatory and comply with departmental and City policies and procedures.

Annual leave shall not be scheduled in such a way that it hinders departmental operations or causes significant understaffing, so as to impact the operation of the department or office.

E. Periods When Annual Leave Shall Not Accrue

When an employee is on any authorized absence, exclusive of annual leave and paid administrative leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work:

<u>Employee Type</u>	<u>Time Period Absent</u>
8 & 10 hour	15 consecutive work days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

F. Payment of Annual Leave Upon Separation

No employee shall be permitted to forego his/her vacation and receive pay in lieu of annual leave. Accrued but not used annual leave shall only be paid out when an employee has completed six (6) consecutive

months with the City and is separated from the City payroll for any reason.

Prior to any payout being made to an eligible employee, all City property and/or equipment in possession of the employee must be returned to the employee's supervisor or designee, if applicable.

5.2 Holiday Leave

A. The following days shall be observed as official City holidays.

First day of January (New Year's Day)
Third Monday of January (Martin Luther King Day)
Last Monday in May (Memorial Day)
Fourth day of July (Independence Day)
First Monday in September (Labor Day)
Eleventh day of November (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
Fourth Friday in November (Day after Thanksgiving Day)
Twenty-fourth day in December (Christmas Eve)
Twenty-fifth day in December (Christmas Day)

B. When a holiday observed by the City falls on Sunday, such holiday shall be observed on Monday after the holiday. When a holiday observed by the City falls on Saturday, such holiday shall be observed on Friday before the holiday.

C. Christmas Eve holiday may be observed on either the day before or after Christmas at the discretion of the City Manager, in an effort to provide for a long four (4) day weekend when possible.

D. All employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to eight (8) hours at the employee's regular rate of pay.

In the event that the observed holiday falls on a day that the employee is regularly scheduled to work a shift of more than eight (8) hours and does not work due to the observance of the holiday, the employee shall receive the remainder of the hours as holiday pay.

In the event that the observed holiday falls on the employee's regularly scheduled day off, the employee may request and, with department director approval, be given off with pay the same number of hours worked on a regularly schedule shift for that

position in the same pay week, instead of being paid the holiday pay.

All employees who are required to work on the observed holiday and do not qualify for the overtime pay as noted in Chapter 4 of this policy shall be paid for all hours worked on the holiday at the rate of one and one-half times (1.5) the employee's regular rate of pay. In addition, the employee must meet the holiday pay eligibility requirements outlined in 5.2 E. of this policy.

The observed holiday for Monday through Friday workers is the day in accordance with 5.2 B. of this policy. The observed holiday for all other employees is the actual holiday.

E. To be eligible for holiday pay, an employee must meet the following requirements:

1. Be a benefits eligible employee.
2. Must work on the scheduled days prior to and after the holiday; or

Be in an approved pay status both the work day before and the work day after the holiday. Pay status includes employees on paid annual, sick, or compensatory time, as well as workers' compensation and personal days.

3. An employee who reports for work on the scheduled work date prior to the holiday will be considered to have worked that day, even though he/she is unable, due to emergency or illness, to complete the normal work day. The same will apply to the first scheduled work day after the holiday.

5.3 Personal Days

Employees are entitled to two (2) personal days per calendar year. They may be scheduled by an employee, but are subject to the department director's (or designee) approval and with the following restrictions:

- A. The employee must have completed six (6) consecutive months of employment as a benefits-eligible employee with the City.
- B. Personal days cannot be carried forward to the next calendar year.
- C. Personal days must be taken in one day (no hourly increments).

- D. Personal days are equivalent to the number of hours worked by the employee on a regularly scheduled shift for that position.

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

Personal days may be used during absences involving sickness, injury or death, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status. Unused personal days will not be paid out at the time an employee separates from the city for any reason.

5.4 Military Leave

A leave of absence without pay will be granted to any employee who is serving in the Uniformed Services even if such period of military service may be for more than 12 months. Health insurance coverage (for the employee and his/her dependents will end on the date the employee enters military service or on the last day of the month in which the leave commences, whichever occurs first, but may be continued at the employee's election in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA"). Upon honorable discharge, the employee will be reinstated with the City in accordance with USERRA.

In accordance with Section 115.09, Florida Statutes, an employee who is a service member in the National Guard or a reserve component of the Armed Forces of the United States will be granted leave of absence to perform active military service. The first 30 days of any such leave of absence will be with full pay.

Additionally, in accordance with Section 250.48, Florida Statutes, an employee who is a member of the Florida National Guard will be granted a leave of absence with pay on all days during which the employee is engaged in active state duty for a named event, declared disaster, or operation pursuant to Florida Law. However, a leave of absence without loss of pay granted under this section may not exceed 30 days for each emergency or disaster, as established by executive order.

An employee who is a member of the National Guard or who is a reservist in any branch of the Uniformed Services shall be granted military leave not in excess of 240 working hours in any per-rolling 12-month calendar year period, in accordance with Florida Statute 115.07 when they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. The leave amount shall be at the employee's regular rate of pay. Administrative leaves of absence for additional

or longer periods of time for assignment to duty functions of a military character will be granted without pay. It is the employee's responsibility to notify his/her supervisor as far in advance as possible so that arrangements can be made for the employee's absence. If an employee fails to provide notice to the City prior to the date he/she is to report for duty, the City may decline to reinstate the employee in accordance with USERRA.

Note: Also refer to the 5.6 Family and Medical Leave Section (FMLA).

5.5 Sick Leave

It is the policy of the City to provide reasonable time off with pay, up to the amount of unused sick leave earnings, to benefits eligible employees who are unable to work due to illness or injury. Sick leave with pay is not a right which an employee may demand, but a privilege granted by the City and shall only be used for the purposes outlined within. Previous employment with the City will not count towards years of service.

A. Rate of Accrual

Sick leave shall be credited to employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8 & 10 Hr.</u>	<u>12 Hour</u>	<u>24 Hour</u>
Less than 1 year	1.84 hours	1.94 hours	2.31 hours
More than 1 year	3.69 hours	3.88 hours	4.62 hours

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. Maximum Accumulation

The maximum amount of sick leave that an employee may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 & 10 hour	960 hours
12 hour	1,008 hours
24 hour	1,200 hours

C. Use of Sick Leave

Sick leave may be used as follows:

1. The City Manager, department director (or designee) can officially approve employee sick leave.
2. Employees may be paid for sick leave used immediately upon employment with the City.
3. Sick leave may be paid when an employee is unable to work due to a personal/family illness or injury, ~~or when the employee's presence may endanger his own health or the health of fellow workers~~. A family member for this purpose is defined as spouse, children, step children, parents, parents-in-law, siblings, grandchildren or grandparents of the employee.
4. Sick leave may be taken for medical, optical, and dental appointments. Use of sick leave is intended for the duration of the appointment including travel time. Employees may request annual or compensatory leave when they are seeking the remainder of the day off for reasons not covered under sick leave.
5. Sick leave may be taken in quarter-hour increments.
6. A manager/supervisor, with concurrence of the department director, shall have the right to require documentation from a healthcare provider to verify an absence due to illness or to confirm return to work status.
7. Excessive Use of Sick Leave

Sick leave is extended to employees as a privilege. Abuse of sick leave is considered unwillingness to perform job functions and may constitute grounds for progressive disciplinary action, up to and including termination. Abuse is determined on a case-by-case basis; however, examples of abuse may include, but not be limited to, the following:

- Repeated occasions of unscheduled, unexcused absences (including tardiness and leaving work early)

- Repeated occasions of absences on the same day of the week, pay period, month, or at the same time interval
- Repeated occasions of absences the day before or after a scheduled holiday or scheduled day off
- Repeated occasions of taking sick leave as sick leave is earned
- More than three (3) first day/last day of the workweek absences in any twelve (12) month period
- Use of more than 50% of the employee's total sick leave accrual during a twelve (12) month period

Sick leave used under the provisions of the Family/Medical Leave Act (FMLA) is exempted from being defined as abuse.

A manager/supervisor who suspects that an employee is abusing sick leave should contact Human Resources to determine if corrective action or other measures are appropriate given the employee's absence history and FMLA status if applicable. With the concurrence of the department director and Human Resources, a manager/supervisor suspecting abuse may require an employee to submit written certification from a healthcare provider to substantiate absences.

8. Upon the exhaustion of sick leave, an employee may use annual, personal and compensatory leave with departmental approval.

D. Payment of Sick Leave

In order to be eligible for sick leave with pay, an employee must:

1. Report to the Department in accordance with departmental call-in procedures at least 30 minutes prior to his/her scheduled start time on the day of the absence, the reason for the absence, except in the case of public safety where the departmental schedule will be followed. An employee who fails to notify the Department in accordance with the Department's call-in procedures may not be paid for the time taken prior to notification.
2. If the absence extends beyond three days, keep the supervisor advised as to the employee's condition and

anticipated date of return.

3. Submit a statement from the attending physician(s) as to the nature and duration of the illness, if requested. Please refer to Section E.4 pertaining to employees absent for Unscheduled/Emergency Personal Injury or Illness.

When a paid holiday occurs during the period an employee is on sick leave with pay, the employee shall receive only his/her regular holiday and that day shall not be charged against his/her sick leave earnings.

If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.

Procedure:

1. Each employee shall notify (call) his/her immediate supervisor in accordance with the City/departmental attendance policy to report his/her sickness.
2. When an employee returns to work he/she shall complete the leave request form, which must be submitted to his/her department director for review.
3. If an employee wishes to use sick leave for a doctor, dentist or optical appointment, then the leave form must be submitted and approved before the sick leave is taken.
4. If a supervisor feels that an employee has abused this policy, he/she may with permission of the City Manager, authorize unpaid leave.

E. Unscheduled/Emergency Personal Injury or Illness

The following applies to employees who are absent for their own unscheduled or emergency personal injury or illness:

Employees who are absent due to an emergency personal injury or illness should call or have someone call his/her supervisor to report such an absence.

An employee who has been absent under any of the following conditions must, upon returning to work, have a doctor's statement that indicates his/her return to work status with or without restrictions,

to be reviewed and approved by Human Resources:

1. Employee has been hospitalized.
2. Employee has been granted annual/personal leave which is in reality for medical reasons, i.e., employee is hospitalized or undergoing a surgical procedure which could be disabling.
3. Employee has a non-work related injury or illness, even if no time is lost from his/her regularly scheduled work shift, i.e., weekend or after-hours occurrence.
4. Employee is absent three (3) or more consecutive work days.

It is the employee's responsibility to ensure that proper notification is made when absent due to an emergency personal injury or illness. This must be done by phone or electronic notification, and if possible by the employee.

The requirement contained in this subsection pertains to emergency personal injury and illness even if sick leave is exhausted.

F. Periods When Sick Leave Shall Not Be Earned

When an employee is on authorized absence, exclusive of annual leave and paid administrative leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work.

<u>Employee Type</u>	<u>Time Period Absent</u>
8 & 10 hour	15 consecutive work days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

G. Physician Examination

An employee may be required to submit to an examination by a physician of the City's choosing upon returning to active duty after an extended illness or injury.

H. Employee Under Suspension Not Eligible for Sick Leave

An employee under suspension forfeits all claim to sick leave for the duration of such suspension and must be returned to active duty before sick leave credit is restored.

I. Break In Service Cancels All Sick Leave

A break in service permanently cancels all sick leave accrued to an employee's record and in the event of subsequent reappointment such employee begins a new sick leave accumulation.

J. Illness During Annual Leave

When sickness occurs within a period of vacation leave, the period of illness may be charged as sick leave and the charge against vacation leave reduced accordingly. Application for such substitution should be made within two (2) working days after return to active duty and shall be supported by documentation from a health care provider.

K. Military Duty Effect on Sick Leave

When an employee enters active military duty, either by induction or for training purposes or for national or state emergencies, sick leave accumulated shall remain to that employee's account pending return from military leave. However, no further sick leave credits will be accumulated for the period of absence on military leave.

L. Resignation / Retirement

Employees who resign voluntarily or retire shall receive payment of their sick leave balance at the employee's current rate of pay, in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
10 years	25%
20 years	50%
30 years	75%

Employees who are employed with the City as of November 24, 1998 and who are eligible to retire from the City in the future with less than twenty (20) years of service, shall be paid 50% of their sick leave balance at retirement. This exception shall only apply to employees who retire.

~~M. Payment of Uncredited Sick Leave~~

~~Employees who were not credited with sick leave during the fiscal year due to reaching the maximum accrual, shall be paid the value of fifty percent (50%) of the uncredited sick leave up to the maximum as indicated in the following schedule:~~

Employee Type	Maximum Hours
8 & 10 hour	48 hours
12 hour	50 hours
24 hour	60 hours

Employees eligible for the payment of uncredited sick leave on October 1, 2017, shall receive the October 2017 payment. The payment of uncredited sick leave policy provision will discontinue following the October 2017 payment.

N.M. Conversion of Sick Leave

In order to provide an incentive for employees to make conservative use of their sick leave privileges, the City provides additional benefits in the form of sick leave conversion to personal days for employees in a benefits eligible position.

Employees who have been employed from the first payroll period in each calendar year through the last day of the twenty-sixth payroll period in the calendar year shall be eligible for incentive personal days.

Following the end of the twenty-sixth payroll period of each year, the eligible number of sick leave hours will be converted to personal days (e.g. deleted from the sick leave balance and added to the personal day balance) based on sick leave hours used during the previous twenty-six (26) pay periods unless the employee specifically requests otherwise. Donated sick leave hours do not impact this incentive program.

Up to three (3) full work days of unused sick leave can be converted to personal days. The amount eligible to be converted is determined by the following formulas.

Scheduled Work Day	Maximum Number of Converted Hours
8 (40 hr. week)	24 minus hours used, rounded down to the nearest full work day
10 (40 hr. week)	30 minus hours used, rounded down to the nearest full work day
12 (Based on a 2184 hour work year, 84 hour pay period)	36 minus hours used, rounded down to the nearest full work shift
24 (Based on a 2604 hour work year, and 100.15 hour pay period)	72 minus hours used, round down to the nearest full work shift

Example: An eligible employee who works an 8-hour day/shift uses 12 hours of sick leave during the year. The employee is eligible to convert 8 hours/1 work day to personal days.

The number of sick leave hours to be converted will be based on the current work day/shift schedule at the time of the conversion.

A minimum sick leave to be converted is that which is equivalent to one (1) personal day based on the employee's current work day schedule.

Sick leave hours donated or converted from sick to personal days in the previous year will not be counted as sick leave hours used by the affected employee.

Following the end of the twenty-sixth payroll period of the year, eligibility will be determined for the leave conversion program. All eligible leave will be converted at that time unless the eligible employee specifically requests otherwise.

Employees who do not wish to convert eligible sick leave hours to personal day(s) in accordance with these provisions must provide written notification to Human Resources no later than the close of business on the last day of the twenty-sixth payroll period of the year.

Converted time will be deducted from the employee's sick leave balance and added to the employee's personal day balance, which will be credited to the employee during the month of January.

Converted sick leave will be treated as used leave in determining the uncredited sick leave distribution.

Personal day restrictions apply to newly converted personal days, including that personal days must be used within the calendar year and cannot be carried forward to the next calendar year.

5.6 Family and Medical Leave (FMLA)

The City provides leave pursuant to the provisions of the Family and Medical Leave Act of 1993 and as subsequently amended. An eligible employee would be entitled to take up to 12-weeks of unpaid, job-protected Family and Medical Leave as set forth below:

A. Eligible Employees

Employees who have been employed for at least 12 months or 52

weeks which need not be continuous and have worked at least 1,250 hours during the preceding 12-month period are eligible for unpaid FMLA. FMLA runs concurrently with all forms of paid leave. The employee must use all of his/her accrued leave (e.g., sick, annual, compensatory), as well as personal days. The remainder of the leave period will then consist of unpaid leave.

B. Leave Period

An eligible employee is entitled to take up to 12 workweeks of FMLA (or up to 26 workweeks of military caregiver leave to care for a covered service member with a serious injury or illness) in any 12-month period. The 12-month period shall be a rolling 12-month period measured backward from the first date FMLA is used. Entitlement to FMLA for the birth or placement of a child for adoption or foster care will expire 12 months from the date of birth or placement.

C. Reason for Leave

An employee who meets the applicable eligibility requirements will be granted a total of up to 12 workweeks of FMLA for the following reasons:

1. The birth of the employee's child and/or in order to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child, or parent who has a serious health condition, or a serious health condition that renders the employee incapable of performing the functions of his/her job.
4. A qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member in the Armed Forces on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
5. To care for a covered service member (or veteran who was a member) of the Armed Forces (including the National Guard or Reserves) who is a spouse, son, daughter, parent, or next of kin and has incurred a qualifying (as defined by the Secretary of Labor) injury or illness in the line of duty while on active duty in the Armed Forces (or a qualifying injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in

the Armed Forces). Employees may be entitled to 26 weeks of FMLA, pursuant to Federal Law.

Employees should contact Human Resources to apply for or learn more about this type of military leave.

If spouses who are eligible for FMLA both work for the City, the aggregate FMLA taken by both employees is limited to a total of 12 workweeks if the FMLA is taken for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement or to care for a parent with a serious health condition. However, if the FMLA is taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his/her own serious illness, then each employee is eligible for up to 12 weeks of FMLA. Where parents both use a portion of the total 12-week FMLA entitlement for either the birth of a child, for placement for adoption or foster care, or to care for his/her own parent, the parents would each be entitled to the difference between the amount he or she has taken individually and 12 weeks of FMLA for other purposes.

D. Application for Leave

An employee intending to take FMLA must complete an application for FMLA and return it to Human Resources for the FMLA to be approved. The completed application must be accompanied by the medical certification stating the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave.

E. Outside Employment

Outside or supplemental employment is generally prohibited during FMLA leave. Exceptions may be granted on a case-by-case basis and must be approved by the City Manager prior to the commencement of the FMLA.

F. Notice of Leave

It is the employee's responsibility to notify Human Resources of the qualifying event or need for FMLA at least 30 days before the FMLA is to begin, or as soon as the reason requiring the FMLA is known. Failure to provide the required notice may result in a delay or denial of the leave.

G. Intermittent or Reduced Leave

An employee does not need to use leave in one block, as in one

~~continuous period of time. Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless the City agrees. When it is medically necessary or otherwise permitted, such as~~ in the case of serious health conditions, FMLA may be taken intermittently or on a reduced leave schedule ~~when medically necessary. Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless the City agrees.~~ Employees are expected to make a reasonable effort to schedule intermittent leave so as not to disrupt the operations of the City.

H. Medical Certification of Leave

The application for FMLA based on the “serious health condition” of the employee or the employee’s spouse, child, or parent must be accompanied by a “Medical Certification Statement” completed by the health care provider. Employees do not have to share a medical diagnosis, but must provide enough information to the city so it can be determined if the leave qualifies for FMLA protection. Sufficient information could include informing the city that the employee is unable to perform his/her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must also inform the city if the need for leave is for a reason for which FMLA leave was previously taken or certified. The certification must be complete and include all requested information, including the date on which the serious health condition commenced, probable duration of the condition, and the appropriate medical facts regarding the condition. If the city determines that the certification is incomplete, the city will provide a written notice indicating what additional information is required. If an employee is requesting FMLA to care for a spouse, child, or parent with a serious health condition, the medical certification must provide an estimate of the amount of time the employee will need. In addition, the City may request re-certification of medical necessity under certain situations as allowed by FMLA regulations.

I. Notification of Leave Assignments

~~After receiving notice from the employee regarding the need to take FMLA, Once the City becomes aware that an employee’s need for leave is for a reason that may qualify under the FMLA,~~ the City will notify the employee if he/she is eligible for FMLA. If the employee is not eligible, the City will provide a reason for ineligibility. Additionally, if the employee is eligible, the City will also provide a notice of rights and responsibility under the FMLA, and discuss the leave requirements with the employee. The City will notify the employee is leave will be designated as FMLA leave, how much leave will be

designated as FMLA leave, and ~~and will issue a designation notice~~ outlining the basic information regarding the leave in a designation notice.

J. Benefits ~~Coverage and Protections~~ During Leave

An employee who takes FMLA will not lose any previously accrued seniority or leave benefits, but are subject to accrual limitations described in this policy. Leave extending beyond the 12-week FMLA allotment does not carry the return rights under FMLA.

While employees are on FMLA leave, the City will continue health insurance coverage as if the employees were not on leave. ~~an employee is out on FMLA, P~~ payroll deductions for any group or voluntary benefits in which the employee is enrolled will continue until all accrued leave hours are exhausted. After exhausting all accrued leave or donated leave time, insurance premiums in the amount normally deducted from the employee's paycheck must be paid biweekly directly to Human Resources until the employee returns to work or FMLA entitlement ends. Failure of the employee to pay his/her share of these insurance premiums, if any, may result in loss of coverage. If an employee exhausts FMLA, is unable to return to work, and separates from service, he/she may elect to continue benefits coverage through COBRA.

If an employee fails to return to work after the expiration of their FMLA, the employee will be required to reimburse the City for its portion of the payment for group insurance premiums during the FMLA. Reimbursement will not be required if the employee does not return to work because of his/her serious health condition, the serious health condition of the employee's family member, or other circumstances beyond the employee's control.

K. Restoration to Employment

An employee who returns from FMLA will be returned to the same position held when the FMLA began or to a position equivalent in pay, benefits, and other terms and conditions of employment. However, the highest paid 10 percent of employees are not guaranteed reinstatement if reinstatement will cause the City economic injury. In such a case, the City will notify the employee as soon as it determines that reinstatement is not available. The City cannot guarantee that an employee will be returned to his/her former job.

L. Return from FMLA

The City will require an employee taking FMLA to report at least every two (2) weeks on his/her status and intent to return to work upon completion of the leave. Employees should notify their immediate supervisor at least one week prior to their scheduled return to work date to verify their return. Employees returning from a medical leave are required to provide certification from their health care provider indicating that the employee is able to resume work with no limitations. Once an employee returns to work from FMLA, the City reserves the right to require an employee to undergo a physical or mental examination at the City's expense whenever there is reasonable belief that the employee's fitness for duty is in question.

Employees who do not return to work upon the expiration of FMLA leave will be treated as having voluntarily terminated their employment. An employee who requests an extension of their FMLA beyond that certified by their medical provider, must submit his/her request for an extension in writing that includes the reason for the requested extension and the anticipated date of return.

- M. It is the City's right and obligation to determine whether an employee's leave is eligible for FMLA. If an employee is taking time off from work and the City has reason to believe that such time off falls under the FMLA provisions (e.g., the employee has a known serious health condition), the City can count the leave toward the employee's 12-week leave entitlement.

- N. In accordance with federal regulations, an employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA. Employees may file a complaint with the US Department of Labor, Wage and Hour Division, or may bring a private lawsuit against the city. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information or to file a complaint: 1-866-4-USWAGE (1-866-487-9243), www.wagehour.dol.gov

5.7 Jury and Witness Duty Leave

A. Jury Duty

All benefits eligible employees selected for jury duty shall be entitled to leave with pay for the period of absence required. Such leave shall not be charged to annual or sick leave earnings. Eligibility commences on the first day of active employment.

If an employee is called for jury duty and serves as a juror on a regular working day or days, he/she will receive pay for the time lost from work by reason of such service.

B. Official Court Attendance

All employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the City shall be entitled to leave with pay for such period as his/her court attendance may require. Any fees paid for such service may be retained by the employee.

C. Private Litigation

Absence of an employee to appear in private litigation in which he/she is a principal party shall be charged to annual leave, personal days or compensatory leave, or if no leave is available, to leave without pay.

Procedure:

1. When called for jury duty, the employee must show the summons to the supervisor prior to the date of service so that authorization and plans for the absence can be made. Failure to advise the supervisor in advance may be cause for the employee not to receive jury duty pay. In addition, the employee must complete the application for leave authorization form.
2. When released from jury duty for any day, the employee will be expected to return to work for that day. If released from jury duty two hours or more before the end of a regularly scheduled work day, an employee is required to return to work.
3. Upon return to work (after having been released by the court), the employee must submit to the supervisor a statement from the Clerk of the Court indicating the dates and amount paid for serving as a juror.
4. The supervisor will turn the statement over to the department director in order that the Finance Department (payroll) may be notified to pay the employee for jury duty.

5.8 Leave of Absence

A. Leave of Absence for Medical Reasons

Employees ineligible for FMLA or who have exhausted FMLA leave may request a leave of absence for an employee's own medical condition due to illness or injury. Up to fifteen (15) calendar days may be approved by the department director. Leave in excess of fifteen (15) calendar days shall be subject to the approval of the City Manager and in collaboration with Human Resources.

A leave of absence shall run concurrent with all forms of leave including FMLA and shall not exceed a total of one hundred eighty (180) calendar days in a rolling 12-month period measured backward from the first date the leave of absence is used.

Annual, sick, personal days and compensatory leave may be used during a leave of absence. All leave must be exhausted prior to going into an unpaid status.

The application for a leave of absence shall be in writing and shall include a physician's certification of the condition and the period of time the employee will be incapacitated. Dates set forth by the physician shall be strictly adhered to, however may be amended by the physician. The City may at any time require additional documentation from the physician issuing the certification or may secure additional medical opinions from other physicians. The amount of leave authorized shall not exceed the end of the period for which leave was requested or certified by a physician.

An employee who requests an extension of their leave of absence must submit his/her request for an extension in writing that includes the reason for the requested extension, the anticipated date of return, and updated medical certification.

Employees who do not return to work upon the expiration of their leave of absence will be treated as having voluntarily terminated their employment.

B. Leave of Absence for Personal Reasons

A leave of absence up to fifteen (15) calendar days may be approved by the department director. A leave of absence from fifteen (15) to ninety (90) calendar days may be approved by the department director with the approval of the City Manager and in collaboration

with Human Resources. A leave of absence will only be approved if that period of absence does not require replacement of the employee's services.

Leave without pay for more than thirty (30) calendar days will be deducted from length of the employee's service record.

Annual, personal days, compensatory, or sick leave (if applicable) may be used during a leave of absence for personal reasons. All leave must be exhausted prior to going into an unpaid status.

5.9 Compensatory Leave

- A. Compensatory leave is authorized overtime credited to a Fair Labor Standards Act non-exempt employee for which reimbursement is made by allowing the equivalent of time off with pay. Employees may receive compensatory leave for any work performed in excess of the employee's standard work period, in accordance with the overtime pay schedule included in this policy.
- B. Compensatory leave shall be credited to the employee as quickly as possible and should not be permitted to accumulate in excess of 80 hours.
- C. Compensatory leave may be taken in quarter-hour increments as long as it does not disrupt the operations of the employee's department.
- D. Compensatory leave may be taken in conjunction with vacation leave, with the approval of the department director (or designee), but should not be allowed to accumulate for this purpose. When so taken, it is preferred that the aggregate not exceed the period of normal vacation.
- E. Upon termination of employment for any reason, the employee shall be paid the remaining balance of compensatory leave available to the employee.
- F. Non-union Firefighters and Police Officers shall receive the same maximum number of hours of compensatory leave hours as union members, as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.
- G. If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.

- H. Compensatory leave may be used during absences involving sickness, injury or death, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status.

5.10 Injury Leave

An employee who is required to be absent from work at the direction of a workers' compensation authorized physician due to a work related injury or illness, shall be compensated in accordance with the following:

- A. An employee in their initial probationary period~~employee~~, who receives a job related injury, shall not be entitled to injury leave.
- B. The maximum period that a benefits eligible employee shall be paid injury leave at full pay shall be forty (40) hours (or shall be prorated if the employee works less than a forty (40) hour workweek) per injury.
- C. Workers' compensation payments issued during the period of Injury Leave shall be signed over to the City.
- D. Upon the payment of the maximum injury leave available, employees shall be required to use accumulated sick or annual leave to make up the difference between the workers' compensation payments and the employee's regular wages.
- E. Employees are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the employee's Family and Medical Leave entitlement.
- F. ~~24-Hour Shift Non-union~~ Firefighters and ~~12-Hour Shift~~ Police Officers not covered by the Collective Bargaining Agreement shall receive the same maximum number of hours of paid injury leave ~~as union members,~~ as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.
- F.G. Injury leave may be taken for medical, optical, and dental appointments associated with the injury. Use of injury leave for this reason is intended for the duration of the appointment including travel time.

5.11 Administrative Leave

When it is in the best interest of the City, the City Manager may place an employee on administrative leave for a period of time not to exceed thirty (30)

calendar days. The employee shall not be allowed to be at his/her worksite during administrative leave, unless there is specific authority from the department director or City Manager. The employee may be maintained in full-pay status with no loss of benefits during this period, with the exception of overtime.

5.12 Leave Donations

Employees may donate unused leave hours to other benefits eligible employees in accordance with the following criteria:

- A. Employees may donate vacation, sick or personal leave due to a personal/family medical condition, illness or injury or due to death of another employee.
- B. For the purpose of leave donation, family is defined as spouse, children, step-children, parents, siblings or grandparents.
- C. Employees donating/receiving leave must have been employed with the City for at least 12 months.
- D. Employees wishing to receive donated leave due to a personal/family medical condition, illness or injury must submit a request in writing to Human Resources for the leave donation. Requests for leave donation on behalf of a beneficiary must be submitted to Human Resources by the deceased employee's department director. In accordance with Section 222.15, Florida Statutes, a beneficiary is an employee's spouse, child or children (provided the child/children are over 18 years of age), father or mother, or any other person specifically designated by the employee in the employee's personnel file as a beneficiary to whom wage payments may be made.
- E. Employees receiving donated leave due to a personal/family medical condition, illness or injury must furnish a physician's certification of the existence of the illness or injury.
- F. Employees receiving donated leave due to a personal/family medical condition, illness or injury must have exhausted all of his/her available sick leave, vacation leave, compensatory leave and personal days.
- G. Employees receiving donated leave due to a personal/family medical condition, illness or injury must have been absent at least thirty (30) consecutive calendar days due to the specific situation in either paid or unpaid leave status.
- H. Employees may donate leave in one (1) hour increments up to a maximum of forty (40) hours per receiving employee per year.

Employees may not donate hours that would result in the donating employee having less than eighty (80) hours of available sick leave after the donation.

- I. Donated sick leave will be treated as used leave in determining the uncredited sick leave distribution.
- J. Unused donation hours will be returned to the donating employees in proportion to the donations.
- K. The maximum amount of hours an employee may receive from other employees shall be 480 hours per qualifying event.
- L. Payment of donated leave to the receiving employee may be made retroactively to the date the employee exhausted their available leave balances.
- M. In the event of donated leave due to a death, the donated leave shall be paid in accordance with the applicable provisions in the Employment Policies Manual.

5.13 Domestic Violence Leave

In conjunction with Florida law, the City grants up to three (3) working days of leave from work in any 12-month period for employees who have worked for at least three (3) consecutive months and become victims of domestic violence or sexual violence. If applicable, employees may use accrued vacation, sick, or personal time to cover this time off.

Appropriate or advance notice must be given to the department director or Human Resources except in cases of imminent danger to the health or safety of the employee or a family member. A police report or other documentation must be filed with Human Resources and will be kept confidential. Employee questions relating to use of this leave should be directed to Human Resources. This leave may be used to cover such activities as:

- A. Seeking an injunction for protection against domestic violence
- B. Obtaining medical care or mental health counseling to address injuries resulting from domestic violence
- C. Obtaining services from victims' services organizations such as a domestic violence shelter or rape crisis center
- D. Making the employee's home secure from the perpetrator of domestic violence or finding a new home so as to escape the perpetrator

- E. Seeking legal assistance or attending court for related proceedings

5.14 Bereavement Leave

Employees upon request and approval by their department director may be granted up to twenty-four (24) hours of bereavement leave in the event of the death of a family member. The employee shall submit proof of death and relationship before compensation is approved. Wages will be paid only for the actual scheduled hours on the day(s) of absence.

Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, step-children, step-parents, step parents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.

If additional time off is necessary, annual leave, personal days or compensatory leave may be used with the approval of the department director.

Chapter 6 Personnel Management

6.1 Attendance Records

The city utilizes an electronic timekeeping system which maintains attendance records and leave requests. Departments who do not utilize the electronic system shall maintain employee attendance records. ~~An attendance records shall be maintained for each employee by in their~~ respective departments. This record shall reflect all absences and shall be made available to the employee for inspection upon request. Copies of all leave request forms and supporting documentation if applicable must be forwarded by department directors to the Finance Department. An official/original leave request record file will be maintained in the Finance Department and a copy in each respective department.

Time sheets shall ~~contain signed~~ have department director approval upon submittal to the Finance Department. All time worked shall be recorded on the employee's timesheet/record.

6.2 Travel and Subsistence Allowance

All persons traveling on official City business are expected to follow the City's travel policy and procedure, and exercise good judgment in incurring expenses. All travel is to be responsible, necessary and reasonable.

Pursuant to Section 112.061 (3) (a), Florida Statutes, the City Council hereby delegates to the City Manager the authority to approve travel for all authorized persons traveling on behalf of the City. The City Manager shall establish a procedure for the reimbursement of travel expenses and the closing out of all travel once complete.

6.3 Hours of Work

The established work schedule for all full-time hourly employees is forty (40) hours per week with the exception of police officers and firefighters who work assigned shifts. However, the department director, with the approval of the City Manager, may establish a different work schedule which would better meet the needs of the department and/or provide proper service to the community.

6.4 Probation

The probationary period shall be utilized for closely observing the employee's work,

for securing the most effective adjustment of a new employee to his/her position, and for rejecting any employees whose performance does not meet the required work standards.

The probationary period for general employees is six (6) months, whereas the probationary period for police officers and firefighters is twelve (12) months.

During the probationary period, in such a manner as the City Manager may require, the department director shall report to the City Manager (or designee – Human Resources Director) his/her observation of the employee's work and his/her judgments to the employee's willingness and ability to perform his/her duties satisfactorily and as to his/her habits and dependability.

At any time during the probationary period, the department director, after advising the City Manager, may remove an employee if in his/her opinion the employee is unable to or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit his/her continued employment with the City.

Prior to the expiration of an employee's probationary period, the employee's department director shall notify the City Manager by submitting an employee action form, whether the service of the employee has been satisfactory and whether he/she desires to extend the probationary period for up to ninety (90) days or continue the employee in his/her position. Upon satisfactory completion of the probationary period, the employee will become a regular employee of the City.

The normal beginning pay rate for a probationary employee will be the initial pay rate within the pay range established for his/her job classification. The City Manager may make exceptions upon the recommendation of the department director.

6.5 Performance Evaluations

The purpose of the performance evaluation process is to provide a formal and consistent method to document job performance standards, facilitate communication between supervisors and employees, promote and maintain job efficiency, determine training needs, and serve as basis for merit increases.

Performance evaluations are to be prepared and administered for all full-time, part-time and management employees- and include supporting statements documenting the reasons for the rating in each section. Seasonal employees are evaluated upon the completion of the season or upon notice of separation if three (3) months of employment was completed. Employees in seasonal positions are not eligible for a merit increase.

A. Types of Performance Evaluations

1. Probationary:

New employees are on probation as outlined in section 6.4 Probation. At a minimum, performance evaluations, indicating their progress in their job will be completed as follows:

General Employees –

- Upon completion of the third (3rd) month of employment
- Upon completion of the sixth (6th) month of employment
- Upon completion of probation, if probation was extended

Police Officers and Firefighters –

- Upon completion of the sixth (6th) month of employment
- Upon completion of the ninth (9th) month of employment
- Upon completion of the twelfth (12th) month of employment

Each probationary evaluation will be signed by the employee indicating that he/she has seen the evaluation, not that he/she agrees or disagrees with its contents.

2. Annual:

Annual performance evaluations shall be based on the employee's employment anniversary date, with the exception of employee demotions and past incidences in which the policy in place at the time called for the evaluation date to be adjusted as a result of a promotion, transfer or reclassification.

B. Coaching Plan and Performance Improvement Plan

1. Coaching Plan:

An employee who receives a rating of less than "Meets Expectation" in any one category, however receives an overall performance evaluation rating of "Meets Expectation" or higher, shall be placed on a Coaching Plan. The duration of the Coaching Plan shall be a minimum of three (3) months, and may be extended an additional three (3) months if deemed necessary/appropriate.

At any time when an employee's performance has significantly and negatively changed in one area from that of the previous reporting period, the department director may require that the employee be placed on a Coaching Plan.

2. Performance Improvement Plan:

An employee who receives an annual performance evaluation with an overall rating of less than “Meets Expectations” shall be placed on a Performance Improvement Plan. The duration of the Performance Improvement Plan shall be six (6) months, and may be extended an additional three (3) months if deemed necessary/appropriate.

At any time when an employee's performance has changed radically from that of the previous reporting period, the department director may require that the employee be placed on a Performance Improvement Plan.

3. Failure to successfully complete a Coaching or Performance Improvement Plan shall result in appropriate disciplinary action.

C. **Preparation and Administration of Performance Evaluations**

Performance evaluations will normally be completed by an employee's immediate supervisor/rater. Employees being evaluated due to an internal movement (e.g., promotion, demotion, transfer) shall be evaluated by the immediate supervisor at the end of the assessment period.

Employees shall be evaluated using the established and applicable performance evaluation form. Evaluation forms may be updated periodically and require supporting statements documenting the reasons for the selected rating in each section.

Supervisors and department directors are responsible for completing the forms on a timely basis. Signatures of the employee's supervisory chain of command up to the department director shall be obtained on the original form, prior to presenting to performance evaluation to the employee.

The rater shall discuss the performance evaluation with the employee being evaluated and reviewing the reasons for the selected rating in each section. Performance evaluations must be signed by the employee. Employee signature is an acknowledgement of the presentation and discussion of the performance evaluation and does not signify agreement or disagreement with the evaluation on the part of the employee. The employee shall be furnished with an official copy of the performance evaluation form, including all signatures.

The employee may record any comments he/she may have, including

statements of disagreement with the evaluation in the comments section of the evaluation or on a separate document if desired. Such statements will become a permanent part of the evaluation and shall be submitted within five (5) calendar days of the performance evaluation being issued to the employee. Late submittals will not be considered.

An employee may appeal a performance evaluation to their department director by submitting a written memo outlining the areas of disagreement within five (5) calendar days of the performance evaluation being issued to the employee. Late appeals will not be considered. The decision of the department director will be final. No further appeals will be considered. Provisions of the City's grievance policy do not apply to performance evaluations.

Employee comments/statements and all documentation concerning the employees appeal will be retained with the original evaluation in the employee's personnel file.

The department is responsible for returning completed performance evaluations, and additional documents if applicable, to Human Resources on a timely basis.

6.6 Promotions

It is the policy of the City to employ and promote the most qualified individual available for any given position. Promotion from within the City is a desirable practice in that positions can be filled with individuals who are knowledgeable about the operations of the City and the orientation period is significantly shortened.

Vacancies in positions above the lowest rank in any category within the City personnel system shall be filled by the promotion of employees in City service when possible and practical.

When a vacancy is to be filled by promotion the following factors will be considered:

- A. Qualifications for the position (i.e., knowledge, skills, and abilities)
- B. Service record with the City
- C. Physical fitness (if appropriate to the position)

Drug Testing: The City must perform a Previous Drug and Alcohol Testing records search for any employee who is to be promoted to a Department of

Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be allowed to be promoted to the DOT Safety Sensitive position.

Compensation: Upon promotion, the employee's pay rate shall be adjusted to either the minimum of the new pay grade or five (5%) percent higher, whichever is greater.

Performance Evaluations: Promoted employees shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the promotion. In addition, promoted employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. This review period is intended to evaluate the employee's performance in their new job classification, and is not considered an initial probationary period. Promoted employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is promoted prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to either return him/her to their previous job, or to reassign him/her to a position for which they are better qualified. The employee's rate of pay will be adjusted to that rate of pay prior to the promotion. If no appropriate position is available, however, the employee may be laid off or terminated.

6.7 Demotions

Demotion occurs when an employee is placed in a position with a lower pay grade. The employee must possess the necessary qualifications to perform the required duties of the position which he/she is demoted to. Demotions must be approved by the department director and City Manager. Demotions may occur in the following situations:

- A. When a position has been abolished or reclassified to a lower pay grade and the employee cannot be transferred to a position with a similar pay grade.

- B. When an employee requests being transferred to a position with a lower pay grade.
- C. When an employee has been determined to be physically unqualified to perform the duties of the position, based on a medical examination by a physician selected by the City.
- D. When an employee's supervisor has determined that he/she is not performing the duties of the job adequately. Regular employees shall be provided notice of the department director's intention to demote and the reasons for such action. The employee will be given the opportunity to respond to the department director's concerns within five (5) calendar days of receipt of the Intent to Demote letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee's department. Upon consideration of the employee's responses, the department director shall make his/her decision regarding the demotion.

Drug Testing: The City will perform a Previous Drug and Alcohol Testing records search for any employee who is to be demoted to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be eligible to be demoted to the DOT Safety Sensitive position.

Compensation: When an employee is demoted, his/her pay rate will be reduced five percent (5%) for each decrease in pay grade, up to a maximum reduction of fifteen percent (15%). If the employee was recently (within the previous 12 months) promoted and will be returning to their previous job classification, his/her pay rate shall be adjusted to the pay rate in effect immediately prior to the promotion. In no case shall an employee's salary fall below the minimum or above the maximum of the new pay grade.

Performance Evaluations: A demoted employee's annual evaluation performance date will be changed to the effective date of the demotion. The employee will receive performance evaluations at the same intervals as a new employee.

Unsatisfactory Performance: If for any reason, a demoted employee cannot or does not perform satisfactorily, he/she may be removed and either reassigned or terminated, if an appropriate position is not available.

6.8 Transfers

It is the City's policy to place employees in a job which their interests and those of the City are best served. Every reasonable effort to place employees in a job of their preference is made if there is an opening and they have the necessary qualifications. Whenever possible, an employee's wishes shall be respected.

Drug Testing: The City must perform a Previous Drug and Alcohol Testing records search for any employee who is to be transferred to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be eligible to be transferred to the DOT Safety Sensitive position.

Compensation: A transfer is when an employee moves from one position to another in the same pay grade. The employee's pay rate will not change.

Performance Evaluations: Transferred employees shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the transfer. In addition, transferred employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. Transferred employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is transferred prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to return him/her to a position for which they are better qualified. If no appropriate position is available, the employee may be laid off or terminated.

6.9 Position Reclassifications

A position reclassification is a change in an employee's job description which results in a significant increase or decrease in assigned duties and responsibilities of the position. Position reclassifications shall be approved by the City Manager.

Drug Testing: The City must perform a Previous Drug and Alcohol Testing records search for any employee who is to be transferred to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT

position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be allowed to be promoted to the DOT Safety Sensitive position.

Compensation: If the reclassification is to a higher pay grade, the employee's rate of pay shall be adjusted to the minimum of the new pay grade or five (5%) percent higher, whichever is greater. If the reclassification is to a lower pay grade, the employee's rate of pay shall be adjusted to the average rate of pay of other employee's in the same or similar positions with similar years of experience.

Performance Evaluations: Employees who are in positions that have been reclassified shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the reclassification. In addition, reclassified employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. Reclassified employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is reclassified prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to reassign him/her to a position for which they are better qualified.

If no appropriate position is available, the employee may be laid off or terminated.

6.10 Termination of Employment

Employment with the City may end due to the following reasons:

A. Voluntary Resignation

Employees are expected to provide at least two (2) weeks written notice of resignation to their department director or the City Manager. Employees who do not give the required notice will not be eligible for re-hire except as approved by the City Manager. Once a resignation is submitted, the City has no obligation to allow rescission or change of effective date of the resignation, but may consider a request to rescind or change the resignation depending on the circumstances.

Employees reemployed with the City shall receive service credit upon reemployment for the period of prior service for purposes of years of service recognition as long as the employee is rehired within twelve (12) months of separation, but not for purposes of accruing future annual and sick leave. The previous annual and sick leave balances will not be reinstated.

B. Termination for Misconduct

“Misconduct” is considered to be a violation of a City policy, rule, or working instruction. It also includes acts of gross negligence or willful acts that are not in the best interest of the City. Typically, the City will attempt to provide a warning or reprimand in an attempt to avoid further misconduct, but does not guarantee a specific sequence of warnings and/or reprimands. Employees may be terminated for misconduct upon a first serious offense.

Regular employees shall be provided notice of the department director’s intention to terminate and reasons for such action. The employee will be immediately placed on Administrative Leave and will be given the opportunity to respond to the department director’s concerns within five (5) calendar days of receipt of the Intent to Terminate letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee’s department. Upon consideration of the employee’s responses, the department director shall make his/her decision regarding the termination issue.

Probationary, seasonal, part-time, and limited duration employees and volunteers may be terminated without notice or cause by the department director.

C. Termination for Poor Performance

An employee who does not meet performance standards in his/her job or who is no longer able to perform the job for any reason including, for example, loss of license or failure to maintain minimal job qualifications, may be terminated from employment. Prior to termination for poor performance, the City will typically attempt to assist the employee in improvement of performance or attempt to place the employee in a position in which he/she can perform, but does not guarantee that the employee will be retained. The termination process shall follow the process previously outlined in item B of this section.

D. Reduction In Force

The City may, because of lack of funds, lack of work, or other causes, be required to reduce the workforce in a department or division. If a reduction in force is required, the City will select those employees affected in an equitable and non-discriminatory manner in accordance with the criteria detailed below.

Within the affected work group, seasonal, part-time, and limited duration employees, followed by probationary employees will be terminated without recall rights prior to the layoff of regular employees. Management employees are at will and do not follow the reduction in force process.

Where two or more employees are of similar ability, length of service with the City and in the affected position, a lay off will be determined based on employee performance. The City may also retain certain employees without regard to length of service because of the employee's special knowledge, skill, training or experience.

If a regular employee is scheduled to be laid off, the employee may be offered another position for which he/she qualifies if a suitable vacancy exists, however, "bumping" is not allowed. The City Manager has the sole authority to approve or reject the request, and must further approve and confirm the names of all regular employees scheduled for layoff prior to the layoffs occurring.

Employees who are laid off shall have recall rights to their vacated positions for up to six (6) months, and will be recalled in the reverse order of layoff. An employee who is not recalled within six months of layoff will be considered terminated and will be eligible for re-hire should suitable position vacancies occur. An employee who declines recall will be considered to have voluntarily resigned as of the date he/she declined. Employees recalled will not be required to serve a new probationary period unless the position to which they are recalled is, in management's sole discretion, significantly different than the one they occupied at the time of lay-off.

Affected employees who are reemployed with the City within twelve (12) months shall receive service credit upon reemployment for the period of prior service for purposes of years of service recognition, and shall receive credit for years of service (longevity) for use in accruing future annual and sick leave. The previous annual and sick leave balances will not be reinstated.

E. Death

Separation shall be effective the date of an employee's death. All compensation due to the employee as of the effective date of

separation shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by executed forms in the employee's personnel file.

F. Disability

The City of Clermont is committed to providing equal employment opportunities for individuals with disabilities in compliance with the Americans with Disabilities Act of 1990 (ADA) and all other applicable federal, state and local laws. All employment decisions are based on the employee's ability to perform essential job functions in accordance with the defined criteria, not the disability of the individual.

Upon request, employment procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the ADA. Reasonable accommodation may include, but is not limited to, modified work schedules, job restructuring, facility and equipment modification, job reassignment, etc. If the City is unable to provide a reasonable accommodation, or if the employee refuses to accept an offered accommodation, the employee may be separated from employment.

G. Retirement

Retirement is the voluntary separation of employment from the City upon the completion of a specific term of service and/or attainment of a certain age. Unless noted otherwise in the pension plan documents covering the employee, the normal retirement date for employees shall be the attainment of age sixty-two (62) and the completion of ten (10) years of service.

H. Eligibility for Re-Employment

An employee whose employment ends for any reason other than misconduct may re-apply for employment and be considered for vacancies for which he/she qualifies. Employees who are terminated, resign in lieu of termination for misconduct, or who fail to provide proper notice will not be considered for future employment with the City. While the past service for the City may be considered favorable experience, prior service does not grant any right of re-employment or preferential consideration.

6.11 Annual Physical Examinations

All police officers/firefighters are required to have an annual physical

examination by December 31 of each year. The exam will include specific tests as approved by the Fire Chief and Police Chief respectively. The physical must be administered in accordance with the guidelines set forth in the City's Medical Examination Procedure.

All police officers/firefighters will be permitted leave with pay up to two (2) hours, upon approval of their department director to complete all components of the annual physical examination (when applicable). The specific results of the annual physical examination will not be made available to City management. However, in the case of firefighters, the physical examination provider must certify to the City that the firefighter is medically qualified to perform all functions of a firefighter, in accordance with the guidelines set forth by the National Fire Protection Association (NFPA) 1582. In the case of police officers, the physical examination provider must inform the City of medical conditions that could affect the individual performing as a police officer.

Refusal to complete all components of an annual physical examination shall be grounds for termination in accordance with the disciplinary action policy contained herein.

6.12 Employee Disciplinary Procedures

It shall be the duty of all employees to comply with and to assist in carrying into effect the City's rules and regulations, including employment and departmental policies and procedures. Employees should be made aware of the seriousness of violating regulations or actions that will necessitate disciplinary action.

A. Responsibilities

1. It is the duty of every employee to attempt to correct any faults in performance when called to the employee's attention and to make every effort to avoid conflict with the rules and regulations.
2. Supervisors are responsible for counseling employees when necessary in order to correct deficiencies and to avoid the need to exercise disciplinary action. Counseling is not considered discipline and is not subject to the grievance process. Counseling records are considered public records and shall be maintained in the employee's personnel file.
3. Discipline is an action initiated and administered when positive corrective measures designed to train or affect behavior changes are unsuccessful in attaining satisfactory employee performance; or action initiated and administered by supervisors when an employee commits

a pronounced deviation regarding a rule, order, directive or procedure. Disciplinary actions become a permanent written record and are placed in the employee personnel file and may be considered during times when an increase in pay or advancement is to be determined. Discipline shall be, whenever needed, on an increasingly progressive nature in the form of reprimand, suspension, demotion, transfer or termination. Discipline shall correspond to the offense.

Probationary employees, seasonal, part-time, limited duration, volunteers and management employees do not have rights under the City's Grievances policy and procedures.

B. Grounds for Action and Types of Disciplinary Action

It shall be the duty of each employee to maintain high standards of conduct, cooperation, efficiency and economy in their work for the City. Whenever work habits, attitude, production or the personal conduct of any employee falls below a desirable standard, supervisors should point out the deficiencies at the time they are observed. Corrections and suggestions should be presented in a constructive and helpful manner in an effort to elicit the cooperation and goodwill of the employee. Supervisors shall assist employees in gaining capability through on-the-job training as required.

While it would be impossible to list all employee actions for which disciplinary action is warranted, the following list includes basic infractions and suggested disciplinary actions to be taken. In no way is the list meant to be all-inclusive, and appropriate disciplinary action may be taken for other unlisted employee actions. The disciplinary actions noted in this section are intended to be used as a guide; therefore, more severe or less severe disciplinary action may be taken based on the circumstances.

The severity of the violation determines whether Progressive or Non-Progressive Corrective Action is appropriate. Violations under the category of Misconduct usually result in Progressive Corrective Action, whereas those under the category of Serious Misconduct may result in Non-Progressive Corrective Action (suspension without pay, involuntary demotion, or termination of employment). Provided, however, depending on the severity of the violation, a violation classified as misconduct and/or serious misconduct may be grounds for immediate disciplinary action up to and including termination.

The levels of corrective action include the following, with disciplinary action starting at the level of a reprimand:

Reprimand
Suspension (without pay)
Demotion
Termination

1. Misconduct

The “misconduct” or “conduct” for which an employee may be subject to progressive corrective action is not limited to willful misconduct. Progressive Corrective Action may be imposed for any conduct which falls short of what an employer may reasonably expect and require of an employee.

Examples of misconduct for progressive corrective action which may begin at the counseling level includes, but is not limited to, the following:

- a. Tardiness.
- b. Discourtesy.
- c. Substandard performance.
- d. Creating or contributing to poor housekeeping.
- e. Inadvertent or isolated violation of departmental rules or standards of conduct (other than “serious” misconduct which results from a lack of good judgment).
- f. Violation of the City’s Dress and Appearance Policy or department related specific policy or procedure.

Examples of misconduct for progressive corrective action which may begin at the reprimand level includes, but not limited to, the following:

- g. Physical or verbal mistreatment of the public, internal or external customers
- h. Fighting on City premises or on City time
- i. Failure to immediately report a City vehicle crash or other incident, or damage (including work-related injuries or illnesses) to a supervisor. (Immediately is defined as the same work shift or as feasibly possible or in the case of injury/illness as soon as one becomes aware).

- j. Trespassing.
- k. Intimidation or coercion.
- l. Engaging in personal work on City time.
- m. Engaging in horseplay on City premises or time.
- n. Improper job performance, lack of cooperation or loafing. Productivity is not up to required standards.
- o. Habitual tardiness or absenteeism.
- p. Violation of City's Smoking and Tobacco Use Policy.
- q. Abuse or misuse of City equipment or property, or intentional waste of material.
- r. Violation of telephone or communication device usage policy.
- s. Violation of Social Media Policy.
- t. Taking more than specified time for meals or break period.
- u. Unauthorized sleeping on duty.
- v. Making or publishing false, vicious or malicious statements concerning the City or any employee.
- w. Violation of the City's Solicitation Policy.
- x. Violation of the City's Safety Policy.
- y. Unauthorized posting, defacing or removal of notices on bulletin boards City property.
- z. Being absent for one (1) schedule work day or shift without notification or approved leave, failing to notify of intended absence in a timely fashion, or failing to report after a leave of absence has expired.
- aa. Failure to report for an overtime assignment without satisfactory reason.
- bb. Violation of the City's Harassment Policy.

cc. Gambling on City time or at City work sites.

2. Serious Misconduct

Serious misconduct may result in non-progressive corrective action, including suspension without pay, involuntary demotion or termination. Examples of serious misconduct violations which may warrant non-progressive corrective action up to and including termination, includes but not limited to the following:

- a. Theft or dishonesty.
- b. Leaving the workplace without the specific permission of the supervisor, department director or City Manager.
- c. Failing to acquire or maintain competence or legal capacity to perform the duties required of the position, including maintaining a valid driver's license, registration or certification, when such license, registration or certification is required in the classification or the position description.
- d. Failure to complete the annual physical exam if required.
- e. Failure to report or call in to work for three (3) consecutive scheduled work days/shifts for eight (8), ten (10) and twelve (12) hour employees or two (2) consecutive scheduled work shifts for twenty-four (24) hour employees is considered job abandonment and grounds for termination.
- f. Exhibiting inefficiency, incompetence, irresponsibility, substandard job performance, or continued rendering of such after instruction and/or counseling.
- g. Demonstrating gross neglect of duty or a specific serious failure to perform assigned duties, including those that result from carelessness or gross neglect.
- h. Committing an act of insubordination, including the failure to obey any proper direction or an order given by a superior.
- i. Engaging in offensive conduct including rudeness, profanity or other conduct which disrupts the workplace.

- j. Committing harassment, including but not limited to sexual harassment, discriminatory in nature, or other prohibited harassment, towards another employee, customer, vendor, citizen, or any other person with whom the employee comes into contact as a result of employment.
- k. Engaging in or threatening to engage in a physical fight or engaging in a verbally abusive and/or intimidating confrontation with a supervisor, co-worker, or member of the public.
- l. Soliciting or taking for personal use a fee, gift, or other valuable object in the course of work, or in connection with it, when such fee, gift, or other valuable object so solicited or taken might be construed as receiving a favor or obtaining better treatment than that extended to other persons, either on a present or future basis.
- m. Attempting to use one's City position, City property or resource in order to affect any term or condition of employment, or to receive any type of preferential treatment/benefit for themselves or others which would otherwise not be afforded.
- n. Being dishonest, including but not limited to knowingly making false statements of misrepresentation in a matter of official City business, in the course of the employee's work, or dealing with customers.
- o. Making false claims, misrepresentations or omissions on behalf of oneself or another (deliberate or otherwise) to obtain employment, City provided benefits, workers' compensation benefits, or other payments or credits. This would include falsification of a record or making claims on City records including employment applications, time sheets, doctor's notes or other documents.
- p. Misappropriating City funds, property, services or personnel for his/her personal use, or illegally disposing of City property.
- q. Severely violating safety policies, procedures or regulations, including but not limited to performing unsafe

acts and/or failing to enforce safety practice, wear and/or use safety equipment, immediately report a work-related personal injury or damage to property or equipment, or comply with safety policies, procedures, or regulations.

- r. Being at-fault in a significant traffic crash or other incident on the job that results in personal injury or injury to others.
- s. Being found to have drugs and/or alcohol present in one's system or in violation of the City's Drug Free Workplace Policy.
- t. Willful destruction, being careless or engaging in other behavior resulting in the loss or damage of City property, including but not limited to negligently operating a City owned or other vehicle used in the service of the City.
- u. Having unauthorized possession or use of City property or the property of a co-worker.
- v. Misusing the City purchasing or credit card and/or fuel card.
- w. Possessing unauthorized weapons or explosives on or in City owned or leased property, or during the course of performing one's job, including a concealed weapon unless authorized as part of the employee's job duty.
- x. Being committed or convicted of, or plead guilty or no contest to an act which constitutes a felony or misdemeanor having specific relevance to the duties of the employee's classification, or any felony, first degree misdemeanor or other serious crime including but not limited to DUI and DWI.
- y. Failing to immediately notify direct supervisor/management if the employee's valid Florida driver's license, as required by their job description, is denied, expired, suspended or revoked, or if ticketed for a parking violation while operating a City vehicle, or a moving violation or red light camera ticket while operating a motor vehicle while conducting City business.
- z. If the employee is required to maintain a commercial driver's license (CDL), failure to immediately notify direct

supervisor/management of all moving violations and red light camera ticket, except parking, regardless of the violation or type of vehicle driven at the time, on or off the job; or violation of any other driving related procedures.

- aa. Following an arrest of an unlawful act should there be credible knowledge that a City policy or standard of conduct was violated or admission made to the law violation, a conviction of a criminal offense, being indicted by a Grand Jury, and/or incarcerated.
- bb. Failing to immediately notify supervisor and/or management of arrests or convictions of a criminal offense, having been indicted by a Grand Jury, or incarcerated and/or charged with any unlawful act.
- cc. Knowingly and willfully modifying, using or accessing data, communications systems, program or supplies used or intended to be used in City computers, computer systems, communications systems, or network without the required approval, or any other violation of a City's telephone, email/internet, or communications device usage policies.
- dd. Disrupting, disturbing, or in any way interfering with an investigation, including but not limited to knowingly making false allegations, statements or misrepresentations during the course of an investigation, spreading false information concerning an investigation, or having inappropriately influenced (or attempted to) witnesses, potential witnesses or investigator(s).
- ee. Exhibiting actions or conduct, on or off the job, that could be detrimental to the City or City's operations, could affect performance of one's job, and/or could have a negative impact on the City, including the City's reputation (e.g., indecency or immoral conduct).
- ff. Violating any City (this or other) or departmental policy, procedure, rule, standard of conduct. ~~(Such policies shall be cited.)~~
- gg. Violating Information Security Procedure
- hh. Failure to take action to address concerns/complaints

ff.ii. Failure to report a moving violation for employees whose job duties include driving as an essential function of their job.

gg-ii. Violating any other properly substantiated cause that is in the best interest of the City.

C. Intent of Disciplinary Action

1. It is intended that effective supervision and employee relations will avoid most matters which necessitate disciplinary action. The purpose of these rules and regulations, and disciplinary action for violations of such rules and regulations is not intended to restrict the rights of anyone, but to ensure the rights of all and to secure cooperation and order throughout City employment.
2. The severity of disciplinary action should be related to the gravity of the offense(s), the employee's record of disciplinary action, his/her length of service, and City policy in similar cases. Any adverse action taken must be for good cause, be consistent with other such actions taken by the City and be fair and equitable.
3. The following provisions shall govern disciplinary actions affecting employees in the City service. A department director, subject to the appeal rights of the regular employee as stated herein, shall have the following alternatives for disciplinary action:

Counseling:

Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file. A counseling may be used for minor first offenses of tardiness, discourtesy, substandard performance, or other items as outlined in section 6.12 subsection B of this manual.

Reprimand:

Unless the incident, action or behavior of the employee is such as to initially warrant a more severe type of disciplinary action, a reprimand shall usually be issued for first offenses. Depending upon the circumstances or seriousness of the offense, one additional reprimand may be given for repetition of the same type of offense. Reprimands

should state the necessary corrective action and a warning that repeated offenses may lead to sterner measures. A copy should be filed in the employee's personnel records.

Suspension:

A department director may for disciplinary purposes, suspend without pay any employee under the department director's supervision for such length of time as is considered appropriate, but not to exceed thirty (30) work days/shifts in any twelve (12) month period.

- a. A written statement (Intent to Suspend) specifically setting forth reasons for and the length of time of such suspension shall be furnished to the affected employee. Notice of the charge or charges against the employee shall be specific and include the date, time, place, and nature of the violation or misconduct charged in sufficient detail to provide the employee an opportunity to prepare a response. Such notice shall be signed by the department director.
- b. An employee served with an intent to suspend notification will be given an opportunity to respond to the department director's notice upon receipt or within five (5) calendar days of receipt of the intent to suspend letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee's department. Upon completion of the meeting, the department director will make his/her final decision. If the employee's suspension is upheld, the employee will begin to serve the suspension the following scheduled shift.
- c. Upon proper hearing, the City Manager may require the department director to pay the employee who has been suspended for the number of days in excess of five (5) by which the effective date of the suspension preceded the notice. Otherwise, variance from this rule shall not affect the validity of the action.
- d. Notice of disciplinary action, including intent to suspend, against an employee shall be made by delivering a copy of such notice to the employee in person or by mailing a copy of such notice by certified mail to the last known address of the employee as reflected in the records of Human Resources.
- e. When court action, an investigation, or a trial on any charge(s) is pending against an employee and he/she is suspended, such suspension without pay may be extended by the department

director until final court action is taken or disposition of the charge(s) has been made.

Demotion:

See section 6.7 Demotions for the processing of involuntary demotion.

Termination:

See section 6.10 Termination of Employment, subsections B and C for the processing of involuntary termination of employment.

6.13 Employee Grievance Procedure

It is the policy of the City that all employees shall be treated fairly and consistently in all matters related to their employment. When a regular employee feels that he/she has not been so treated, he/she shall have the right to present a grievance or appeal free from interference, restraint, coercion, discrimination, or reprisal. The employee shall be entitled to time off from his/her regular duties for the presentation of a grievance or appeal without loss of pay, vacation or other credits. Probationary employees, seasonal, part-time, limited duration, volunteers, and management employees do not have rights under the City's Grievances policy and procedures.

- A. The grievance process is to be used only to address actions affecting a term or condition of employment (i.e., formal disciplinary action is taken). A term or condition of employment is any adverse monetary action resulting from involuntary demotions, suspensions and termination, with the exception of layoffs or any changes in pay as a result of economic or budget conditions. Additionally, the grievance process does not apply to counseling, reprimand, coaching plan, performance improvement plan, performance evaluation/merit increase, transfer, leave of absences and modified duty requests.

- B. Procedure

The employee may request a hearing to grieve the decision of the department director to the City Manager within five (5) calendar days from the date of written notification (or postmarked date for mailed correspondence). The request must be in writing. The employee may have the grievance hearing before the City Manager in the presence of the department director or any other person the City Manager may select.

1. If the employee does grieve to the City Manager, the City Manager

will:

- a. Within a reasonable time, grant a hearing to the employee and render a decision.
 - b. The decision of the City Manager may confirm, reverse, or modify the decision of the department director. The City Manager issues his/her decision in the form of a letter issued to the grievant.
2. The decision of the City Manager is final and shall not be appealed to the City Council. An employee cannot grieve to the City Council any act or decision of the department director or City Manager.

6.14 Modified Duty Assignment

If an employee is temporarily unable to perform the essential functions of his/her job due to a non-work related injury/illness, a written request for a modified duty assignment may be submitted. There shall be no modified duty status allowed unless, at the department director's sole discretion and in collaboration with Human Resources and the City Manager, it is determined that a necessary modified duty work opportunity exists within the department. In the event there are no modified duty work opportunities available in the department, the City Manager may approve modified duty status for work in other departments of the City.

If such an opportunity is available, the department director shall inform the employee in writing of any modified duty assignment(s) and the physical capabilities required for their performance.

Upon the request of the department director, the employee shall present this modified assignment information to the treating physician and obtain, at his/her expense, a written evaluation of the employee's capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the department director. The department's director reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the employee's current ability to perform the modified duties.

Any modified duty assignment shall be administered by the City, in accordance with applicable law, including but not limited to, the Americans with Disabilities Act (ADA). Modified duty may be ended at the will of the City at any time, in accordance with applicable law, and shall not be subject to the grievance policy.

An employee performing a modified duty assignment will be paid only for time actually worked and at his/her regular straight time rate of pay. No additional or overtime hours may be worked when an employee is performing a modified duty assignment. Accumulated sick, vacation or compensatory leave may be used to make up for a loss of pay if the modified duty assignment is based on a schedule that is less than the hours worked by the employee in a regular pay period.

In the event an employee suffers an on-the-job illness or injury that is compensable under Workers' Compensation, he/she shall be given preference for a modified duty assignment over a member suffering a non-work related condition if there are insufficient necessary modified duty work opportunities available. The process for obtaining and granting such an assignment shall be the same as noted above.

6.15 Smoking and Tobacco Use

It is understood that smoking and other forms of tobacco use is a known hazard to the health of employees. In an effort to improve the health of employees and to decrease the costs associated with treating tobacco related illnesses, employees are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this policy.

6.16 Searches

There shall be no expectation of privacy related to City property including but not limited to City issued vehicles, phones, cell phones, desks, lockers, computers and e-mail. City supervisory and managerial employees have the right to enter or search City property with or without notice.

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Employee Acknowledgement of Receipt Employment Policies Manual

This will acknowledge that I have received my copy of the City of Clermont (City) Employment Policies Manual.

I understand that the official version of the City's Employment Policies Manual (manual) will be maintained in electronic form in the Human Resources Collective Folder.

I understand that this manual represents City policies, does not create a contract of employment, and that the City may make changes in it from time to time.

I understand that I have the right to terminate my employment at any time with or without cause, and that the City has the same right.

I agree to comply with all policies, procedures, and practices now or hereafter adopted by the City.

I understand that this acknowledgment will become a part of my official employee file.

Chapter 1 General

1.1 Administration

A. Purpose

This manual was prepared to establish consistent equitable policies for City employment, and to acquaint new personnel with the policies and regulations of the City of Clermont (City). This Employment Policies Manual (manual) was adopted by the City Council by Resolution No. #2017-61 on December 12, 2017. This manual is not an expressed or implied contract, nor does it create any legally enforceable obligations on the part of the City of Clermont or its employees.

B. Scope

This manual shall apply to all employees of the City of Clermont with the exception of temporary employees, the Mayor and Council Members. Certain provisions may not be applicable to all employees, such as part-time and probationary employees, and such areas shall be noted. If any provisions of these policies conflict with an existing provision of an approved labor agreement between the City and a registered bargaining unit, the labor agreement will prevail in regard to employees in the bargaining unit covered by that agreement.

C. City Control, Responsibilities and Authority

The City is governed by the Council-Manager plan of government. Clermont residents elect the City Council. The City Council appoints, directs and evaluates the City Manager. The City Council establishes policies and procedures related to education, training, operations, services, and maintenance of the City. The City Council has the responsibility for requiring effective administrative action through the City Manager. The City Manager and his/her administration reserve the right to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of the City; to determine the number, location and operation of departments, and all other units of the City, the assignment of work, the qualifications required and the size and composition of the work force; and

to otherwise generally manage the City, attain and maintain full operating efficiency and optimum service, and direct the workforce in accordance with the needs and requirements of the City.

D. Employment at Will

Within the limits of any constitutional or statutory limitations applicable, employment with the City is considered “at will” and may be ended either by the employee or by the City at any time with or without cause. It is the City’s policy to treat employees fairly and consistently, and the City has established guidelines for disciplinary action and performance improvement which provide the employee an opportunity to address and respond to issues of discipline or performance. However, publication or use of these guidelines should not be interpreted as to create a guarantee of employment or an expectation of continued employment.

E. Employment Policies Manual Revisions

Revisions to the Employment Policies Manual may from time to time be proposed and approved by the City Council. A copy of this policy will be made available to all City employees. Any deviation from this policy will be made only by the City Manager, in writing, to the department director of the employee or department affected.

F. Department Rules

Department directors are authorized to promulgate rules additional and supplemental to this manual provided they are not in conflict with the regulations herein. All such rules shall be approvable, amendable and revocable by the City Manager.

1.2 Employee Conduct

A. Employee Courtesy

All employees shall render courteous service to the public. The attitude of a City employee should at all times promote the good will and favorable attitude of the public toward the City, administration, and its programs.

B. Telephone Usage

City telephones are for City business. Long distance calls are to be made only by employees authorized by the responsible department director. Excessive personal telephone use will not be permitted and may be cause for a reprimand.

Employees shall not operate a vehicle while wearing a headset, headphones, or other listening device, other than a hearing aid or instrument for the improvement of defective hearing. The only exception to using a headset is when the employee is communicating as described below, and the sound is provided through one ear and allows surrounding sounds to be heard with the other ear.

Employees are prohibited from using any telephonic or communication device without a Bluetooth or other hands-free device unless specifically approved by the City Manager (or designee/department director), while operating any City-owned or leased vehicle, apparatus, machinery, or equipment. In addition, employees are responsible for ensuring that use of any electronic device does not cause distraction (i.e., texting, fiddling with the device, taking eyes off the road, and participating in conversations that may interfere with the driver's ability to drive safely).

C. Lunch Period

Employee lunch periods will be determined by the department director as required for efficient departmental functions.

D. Conflict of Interest and Ethics

All employees are subject to and required to act in full compliance with Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees.

E. Solicitation

Solicitation during working hours on City property or in public areas by any City employee or by non-employees is prohibited. Bulletin boards are City property and materials posted thereon must be approved by the City Manager or a department director. There shall be no distribution of literature during working hours or on City property without permission of the City Manager. Examples of solicitations for purposes of this rule include, but are not limited to: solicitations for magazines or periodical subscriptions, memberships in organizations, and solicitations for political contributions. Examples of distributions for purposes of this rule include, but are not limited to: applications for memberships in organizations, political literature, subscription forms and informational bulletins. Exceptions to the solicitation policy must be approved by the City Manager.

F. Gifts and Gratuities

1. No employee shall accept gifts, gratuities, or loans from organizations, business concerns or individuals with whom he/she has official relationships on City business. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, or to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions.
2. No employee shall solicit contributions from another employee for a gift to an employee in a superior official position nor shall such superior accept a gift presented as a contribution from employees receiving less salary than himself/herself. The foregoing, does not, however, prohibit a voluntary gift of nominal value when made on a special occasion.
3. No person seeking appointment to, promotion or transfer with the City shall either directly or indirectly give, render or pay any money, service or other thing of value to any person in connection with an appointment, promotion, or transfer or a proposed appointment, promotion or transfer. This prohibition is not intended to prevent payment to a legitimate employment agency.

G. Outside Employment

1. Outside employment is any paid employment performed by an employee in addition to his/her employment with the City and is subject to approval as set forth herein. The following criteria will apply to outside employment:
 - a. Such employment shall not cause the employee to be late to work, to leave early, to be unavailable for work beyond normal duty hours, or cause any reduction in the employee's efficiency when on duty with the City.
 - b. Such employment shall not involve a conflict of interest or conflict with the employee's duties.
 - c. Such employment shall not involve the performance of duties which the employee should perform as part of his/her job with the City.
 - d. The nature of the outside employment shall not be such as to bring discredit or embarrassment on the City.
 - e. Outside employment shall not occur during assigned working hours unless the employee is on approved leave.

- f. Outside duties, trade, business or profession shall not require regulation or inspection by the City.
2. Any employee wishing to engage in outside employment must submit a request in writing to his/her department director using the related approval request form. The request should outline in detail the duties to be performed and the amount of time, stating specific hours to be devoted to these duties. Department directors shall immediately notify the City Manager of outside employment requests prior to approving the request. Once the City Manager has reviewed, the Department directors are subsequently authorized to formally approve outside employment consistent with the guidelines above. Department directors are also authorized to direct an employee to discontinue outside employment, at any time, if it is later found to be inconsistent with the guidelines. Approval request forms are retained in the employee personnel file.

H. Payments of Financial Obligations

Every employee is expected to pay just debts and financial obligations, particularly those directed by court order. The City is neither a collection agency nor an arbiter when the validity of a debt is questioned.

I. Drug Free Workplace

The City is committed to maintaining a workplace that is free from the presence and effects of drugs and/or alcohol, providing the highest level of service to its citizens, and minimizing the risk of incidents and injuries.

1. The City prohibits employees from using, selling, dispensing, distributing, possessing, or manufacturing illegal drugs and/or alcoholic beverages while on City premises, work sites, or in a City vehicle. In addition, employees are prohibited from off premise use of alcohol and possession, use, and/or sale of illegal/prescription drugs, when such activities adversely affect job performance, job safety, or interferes with the City's ability to carry out its mission.
2. As a term and condition of employment, employees must refrain from taking drugs/alcohol that impair performance or are illegal on or off the job.
3. Employees must notify their supervisor if they have been prescribed a drug for a medical or other condition which could impair their ability to perform their job. If it is determined that the employee is unable to perform his/her job due to impairment caused by the medication, the

employee should apply for appropriate leave and discuss the situation with his/her supervisor.

4. Pursuant to the City's expectation of employee conduct and Drug Free Workplace regulations, the City conducts drug and/or alcohol tests for the following reasons: pre-employment, reasonable suspicion, post-incidents, routine fitness for duty, random, and follow-up.
5. Employees and/or supervisors shall report immediately (during that working shift) to their department director and/or Human Resources Director any action by any employee who demonstrates an unusual behavior pattern. An employee believed to be under the influence of drugs and/or alcohol will be required to submit to a drug and/or alcohol test.
6. An employee will be subject to corrective action, up to and including termination, for violation of this policy.
7. The City Manager shall establish procedures to implement this policy.

J. Political Activity

1. Every employee shall have the right to express freely his/her views as a citizen and to cast his/her vote.
2. Coercion for political purposes of and by employees and use of their positions for political purposes is prohibited.
 - a. No employee or official of the City shall, directly or indirectly, coerce, attempt to coerce, or advise an employee to pay, lend, or contribute anything of value to a party, committee, organization, agency or person for political purposes.
 - b. No employee or official of the City shall use City resources of any kind, including, but not limited to, the City logo or City equipment, or official authority or influence, for the purpose of interfering with or affecting the result of an election or a nomination for office.
3. Participation in partisan political activity by employees shall be permitted to the extent as provided under the Federal Hatch Political Activities Act, as amended, and any subsequent amendments which may be made thereto. However, at no time shall any such activities be permitted by an employee in a City uniform.

4. Any employee who is not subject to the Hatch Act shall be granted a leave of absence not to exceed four (4) months for the purpose of seeking an elective public office in an election. During the leave of absence, the employee shall use accrued annual leave, compensatory leave or personal days prior to going in an unpaid status. Unless otherwise provided by law, if a City employee is elected to City of Clermont office, he/she shall at the time of taking office, resign in good standing from City service.
5. Partisan political discussions and partisan political activities by employees are prohibited during on-duty hours.
6. Any person violating the provision of this section may be subject to termination by the City Manager.

K. Use of City Property

1. The City attempts to provide each employee with adequate tools, equipment and vehicles for the job being performed and expects each employee to observe courteous and safe operation of vehicles and equipment in compliance with all municipal, county and state vehicular regulations.
2. Employees who are assigned tools, equipment or vehicles by their departments are responsible for them and their proper use and maintenance.
3. The use of City property, material, supplies, tools, equipment or vehicles for personal or private business use is prohibited, unless approved by employment agreement or by the City Manager. Violations may result in termination and possible prosecution.

L. E-Mail / Internet Usage

1. E-Mail and internet services are provided to employees for the purpose of conducting their job duties in the most efficient manner possible and are not intended for personal use. All electronic communications generated by employees with City equipment, or stored on City equipment, are the property of the City and therefore not considered private and may be considered public records subject to disclosure in accordance with Florida Law.
2. Employees are prohibited from using the City's e-mail and internet system to transmit or receive any improper communication, including but not limited to inappropriate comments or jokes, cartoons, or any other communication which is political, derogatory, vulgar, obscene,

offensive or sexually explicit.

3. The City will periodically access and monitor communications and files on the City's e-mail/internet system as deemed to be necessary or appropriate in the enforcement of the acceptable use of City equipment and systems.
4. Employees who use the City's e-mail/internet system inappropriately or illegally are subject to discipline up to and including termination and civil or criminal prosecution, if deemed appropriate.

M. Valid Driver's License

1. All operators of City vehicles and equipment are required to have a valid State of Florida operator's or commercial license, as applicable, and shall immediately notify their supervisor of any change in status to their license. Certain job classifications require a commercial license as a condition of employment.
2. Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in a demotion or termination.
3. Motor vehicle reports will be requested annually for all employees who are authorized to drive a City vehicle or their own vehicle while conducting City business. If an employee's annual Motor Vehicle Report reveals a suspended or revoked driver's license or a driving record that demonstrates repeated offenses and flagrant disregard for traffic laws, the employee will not be allowed to drive a vehicle while conducting City business. If these restrictions create a hardship for the City, the employee will be transferred or demoted to a position which does not require driving and for which the employee is otherwise qualified. If no position is available, the employee will be terminated from employment.

N. Safety

It is the policy of the City to maintain a work environment for all employees that is both healthy and safe. A separate safety manual sets forth the safety procedures and practices expected of all City employees.

O. Harassment

It is the policy of the City to maintain a work environment for all employees which is free of conduct which can be considered harassing, coercive or disruptive. The City has adopted a separate policy that sets forth

guidelines for dealing with harassment in the workplace.

P. Sexual Misconduct

It is the policy of the City to maintain a work environment for all employees which is free of any form of sexual misconduct, including actual, attempted or threatened sexual assault, sexual abuse, sexual exploitation, indecent or sexual solicitation, or public indecency, as defined by state and local laws. The City has adopted a separate policy that sets forth guidelines for dealing with sexual misconduct in the workplace.

Q. Dress/Appearance

The City expects all employees to dress in a manner which is appropriate for the type of work performed and have a neat and orderly appearance. A separate policy has been adopted that sets forth guidelines for dealing with appropriate dress and appearance.

R. Fraternization

The City strongly discourages, but does not prohibit, consensual romantic or espousal-like relationships between co-workers or between employees and contractors or others doing business with the City. However, the City recognizes its responsibility to caution employees of the potential problems posed by such relationships. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of harassment.

It is the obligation of all affected employees to immediately advise their department director when such a relationship exists so that the effect, if any, of the relationship on City operations may be fully evaluated and appropriate action taken. Should a conflict of interest exist, or there is a strong likelihood that one will arise, the City shall consider action which protects the interests of the City. In no case, may one individual have any supervision over the other nor may one individual be subject to learning confidential information about the other. City action to prevent or address such possible work-related problems may include re-assignment of one member to another department, division or location (if a suitable vacancy exists). If no suitable arrangements can be made, one individual will need to resign their position.

S. Social Media

The City understands that social media can be a fun and rewarding manner to share information and opinions with family and friends, however the use of social media also presents certain risks and carries with it

certain responsibilities. To assist employees in making responsible decisions about the use of social media, the following guidelines for the appropriate use of social media have been established.

The City's policy is that employees are to be thoughtful in all their communications and dealings with others, including email and social media used both personally and through the course of City work. Only those employees specifically designated to do so, may post to and maintain the City's social media sites.

Social media includes all means of communications or posting information or content of any sort on the Internet, an employee's own or someone else's web log or blog, personal website, social networking (Facebook, Twitter and the like) or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

A public blog is not an approved venue to communicate internal City policies nor for employees to air opinions, disputes, or grievances that are City-related. Work-related complaints are more likely to be resolved by speaking directly with co-workers or by utilizing the city's open door policy/practice, than by posting complaints to a social media outlet.

When acting or appearing to act as a representative of the City or identifying oneself as an agent or employee of the City, either overtly or by inference, an employee shall never harass, threaten, libel, or defame fellow professionals, employees, citizens, customers or anyone else.

To assist in making responsible decisions about the use of social media, the following guidelines apply:

1. Know and follow the rules
 - a. Carefully read the City's policies, particularly the Standards of Conduct where expectations and regulations regarding ethics, information, discrimination and harassment can be found. If any aspect of the policy is unclear, consult Human Resources for clarification.
 - b. Ensure social media postings align with City policies.
2. Be respectful
 - a. Always be fair and courteous to fellow employees, officials, volunteers, citizens, customers, vendors and others who work or serve on behalf of the City.

- b. Avoid offensive posts of statements, photographs, and video or audio that could reasonably be viewed as malicious, obscene, threatening, intimidating, that disparage others (including employees, customers, vendors or City partners) or discriminatory or might constitute harassment, bullying, or contribute to a hostile work environment. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.
- 3. Be honest and accurate
 - a. Always be honest and accurate when posting information or news. If a posting mistake is made, correct it quickly. Never post any information or rumors known to be false about the City, employees, customers, vendors or City partners.
- 4. Employees shall not post any material that is privileged property of the City.
- 5. Employees shall comply with confidentiality, financial disclosure, and other similar laws.
- 6. Employees shall not create a link from a personal blog, website or other social networking site to a City website without advance approval of the City. Approval must be granted by either the City Manager, the Communications Director, or a department director.
- 7. Employees shall express only personal opinions; make clear that personal views do not in any way represent the views of the City, its officials, employees, volunteers and other affiliates. Unless specifically authorized by the City Manager, under no circumstances shall an employee post any information or news that suggests, portrays or states, in any manner, that the employee is an authorized representative or spokesperson for the City.
- 8. Employees shall not use in any manner in any picture, video or image any equipment or item containing or depicting any identifying mark or logo of the City without prior approval by the City Manager.
- 9. Using social media at work
 - a. Refrain from using social media while on City work time and on City provided equipment, unless authorized by the department director as work-related.

- b. Do not use the City's email address to register on social networks, blogs, or other online tools utilized for personal use.

Employees are solely responsible for what they post online. Violation of this policy (including conduct that adversely affects job performance, the performance of employees, customers, vendors, City partners or legitimate City business interests) may be considered grounds for discipline, up to and including termination.

Retaliation or taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in a related investigation is prohibited and will be subject to disciplinary action up to and including termination.

Employees should not speak to the media on behalf of the City without contacting the Communications Director. All media inquiries should be directed to the City Manager, Communications Director or a department director.

Nothing in this policy prohibits or is intended to prohibit employees from discussing their terms and conditions of employment, which includes wages and working conditions. Additionally, this policy is not intended and will not be applied in any way that interferes with employees' exercise of their rights under local, state or federal laws.

T. Identification Badges

Employees are issued identification badges and shall wear them while at work and/or conducting City business.

1.3 Definitions

- A. Administration – The City Manager, department directors and supervisory employees.
- B. Appointment – Initial employment in the City service.
- C. Break in Service – Any absence from work through voluntary or involuntary termination for any cause. Leaves granted for appropriate reasons will not count as a break in service.
- D. Demotion – A voluntary or involuntary change from a higher to a lower pay grade or position with resulting decrease in salary.
- E. Educational Leave – Authorized absence (without pay) for training purposes.

- F. Leave without Pay – Authorized absence without pay.
- G. May – The word “may” shall be interpreted as permissive.
- H. Military Leave – Authorized absence of employee for active military duty.
- I. Overtime Pay – The compensation made for the work done in excess of the normal work period.
- J. Position and/or Employee Type –
 - 1. Benefits Eligible – Employees/positions designated to work a minimum of thirty-two (32) hours per workweek.
 - 2. Full-Time – Positions designated to work forty (40) hours per workweek or otherwise designated for firefighters and police officers.
 - 3. General Employee – An employee that is not a police officer or firefighter.
 - 4. Reduced Hour – Positions designated to work a minimum of thirty-two (32) hours and less than forty (40) hours per workweek.
 - 5. Part-Time – Positions designated to work up to and including twenty-five (25) hours per workweek.
 - 6. Seasonal – Positions designated to work on a seasonal basis. Employment terminates upon completion of the seasonal duties for which they were hired.
 - 7. Limited Duration – Positions that are specifically approved by the City Manager for an indefinite period of time; usually not to exceed six (6) months.
 - 8. Temporary – Individuals who are employees of temporary labor agencies.
 - 9. Probationary Employee – Non-management employees who have not successfully completed the period of probation established for their position.
 - 10. Regular Employee – Non-management full-time or reduced hour employees who have satisfactorily completed the period of probation established for their position.

11. Management Employees – Department directors and any other at-will employees designated in writing to serve at the will and discretion of the City Manager.
12. Special Events – For non-union employees, special events are defined as events in which a permit is required for activities/special events and for reserved use of city facilities. Special Events are temporary assemblies held on regulated property within the City of Clermont and shall include, but not be limited to, any ceremony, exhibition, show, concert, pageant, rally, private entertainment events, seasons holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/races/walks or assembly which is likely to attract participation of more than two hundred fifty (250) and any event where fireworks shall be used, exploded or displayed. This definition shall be extended to events, which are city sponsored requiring city staffing. The department director or designee will review the impact of each of these events and shall determine if staffing is needed.
- K. Promotion – Advancement from a lower to a higher grade or progression.
- L. Reappointment/Rehire – Appointment of an individual who has had previous service with the City.
- M. Reclassification - Revision of a job description resulting in significant changes to the essential job functions.
- N. Reduction in Force – Involuntary separation resulting from curtailment of work.
- O. Resignation – Voluntary separation from employment.
- P. Shall – The word “shall” shall be interpreted as mandatory.
- Q. Suspension – Discontinuance of duties with or without pay.
- R. Termination – Separation from employment.
- S. Transfer – Change from one position to another within the same paygrade
- T. Workweek – The minimum number of hours regularly scheduled to be worked during any seven (7) consecutive days.

Chapter 2

Employment Practices

2.1 Equal Employment Opportunity

In accordance with federal, state, and local laws, the City of Clermont is committed to maintaining a workforce and work environment that is free of unlawful discrimination including harassment, on the basis of race, color, national origin, sex, religion, disability, age, sexual orientation, gender identity, marital, veteran, pregnancy status, genetic information, or any other status protected by applicable law.

The prohibition against employment discrimination and harassment may extend to conduct that employees are subjected to from vendors, contractors, customers, or others who enter the workplace. The City of Clermont is committed to complying with all applicable federal, state, and local civil rights laws pertaining to employment practices.

The City makes reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship to the City. This policy governs all aspects of employment, including recruitment, selection, hiring, job assessment, promotion, transfer, training, compensation, discipline, termination, and benefits.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring such issues to the attention of the immediate supervisor, department director, Human Resources Director, or City Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

2.2 Recruitment

The City of Clermont is committed to ensuring that the recruitment and selection process is fair, open, and transparent and shall comply with all relevant legislation. Employment shall be offered based on each candidate's knowledge, skills and abilities for the vacancy.

All vacant positions must be advertised to ensure the most qualified and suitable candidate is selected. At the department director's discretion, the advertising may be internal and/or external. External advertising may be placed in various media outlets depending on the nature of the position.

2.3 Application

Applicants seeking employment with the City must file a completed employment

application provided by the City.

Fraudulent conduct or false or omitted statements of fact by an applicant shall be deemed cause for exclusion of the applicant from consideration for the position or termination from City employment. Applicants will be prohibited from applying for an employment opportunity with the City for a period of one calendar year from the time that the false statement is made.

2.4 Selection

A. Screening

As determined by the City Manager, the selection process may include one or more or all of the following: oral interviews, evaluation of experience and training, reference checks, written examinations, performance tests.

B. Pre-Employment Background Investigation

It is the policy of the City that as a condition of employment, all employees and volunteers must successfully complete a background investigation. A comprehensive background check is conducted on selected candidates as appropriate for the position, which may include but not be limited to criminal, driving, employment history, education, professional licenses/certifications, and references. Credit checks, when deemed appropriate, are conducted in accordance with the provisions of the Fair Credit Reporting Act.

Selected candidates shall not begin work until the candidate meets all background requirements, and for applicable positions this shall include pre-employment physical and testing. The City Manager shall establish procedures to implement this policy.

C. Pre-Employment Drug Testing

It is the policy of the City that all candidates for specific positions (as deemed applicable) must successfully pass a drug test that screens for the presence of illegal drugs/alcohol. The City has adopted a policy herein and a separate procedure regarding drug testing.

D. Pre-Employment Physical Examination

It is the policy of the City that all candidates identified for specific positions and volunteers (as deemed appropriate) must successfully pass a pre-employment physical examination. The City has adopted a separate procedure regarding the pre-employment physical examination

process. The City will schedule and pay the full cost of the standard pre-employment physical examination.

Documentation of the successful completion of the pre-employment physical examination shall be maintained on file in Human Resources.

E. Qualified Applicants

The City Manager or his/her designee (Human Resources along with the hiring department) shall categorize those persons eligible for a position as being qualified. The City Manager or his/her designee (department director) shall make the selection from such persons.

F. Nepotism

No City official, department director, or supervisor may appoint, employ, promote, advance or be influential in any way in the employment of any individual who is a relative of the City official, department director, or supervisor. Further, no relative of an employee may be hired by the City to fill a position which would cause the current employee to either have jurisdiction over or be subject to the jurisdiction of the relative. For the purposes of this section only, relative means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister.

G. Employment Laws

All applicable federal, state and local laws pertaining to employment practices will be complied within the City's employment procedures.

H. Age Requirements

Applicants for full-time employment must be 18 years of age or older, with the exception of police officer candidates who must be 21 years of age or older. Persons who have reached their 16th birthday may be considered for seasonal part-time employment within the limits of state and federal laws.

I. Veterans' Preference

The City shall comply with Florida Statute 295.07 which requires that Veteran's Preference and special consideration be given to all eligible veterans and eligible spouses of veterans at each step of the employment selection process, if the minimum qualifications are met.

This includes preference and priority in appointment, retention, reinstatement, reemployment and promotion, except those that are exempt, including but not limited to heads of departments, policymakers and/or managers, or persons employed on a temporary basis without benefits. An applicant who meets the criteria for receiving Veteran's Preference must submit the appropriate documentation at the time of application to substantiate the claim.

J. Internship/Volunteer Opportunities

Current employees are prohibited from participating in City internship/volunteer opportunities.

Chapter 3

Educational Leave & Tuition Assistance

The City encourages employees to attend educational conferences and to take self-improvement and job improvement courses which are related to their work and potential growth within their field/department. Additional educational training will be one measure used in making recommendations for advancement and promotion.

3.1 Educational Leave

Educational leave is defined to be authorized leave without pay, to attend a college, university or other institution of higher education which offers academic curricula leading to a degree or degrees. The decision to grant educational leave shall be based on the City's need for an employee to have additional skills and knowledge in order to improve the employee's job performance or potential growth within the employee's field/department.

Educational leave is available to employees enrolled full-time or part-time in an institution of higher education.

All benefits eligible employees who have successfully completed probation may be entitled to educational leave.

Educational leave shall be limited to a period of twelve months, except that with the approval of the City Manager such leave may be extended six months.

Employees requesting leave are obligated to return to work within or at the end of the time granted. An employee who chooses not to return to work shall notify the supervisor immediately. Failure to report back to work at the expiration of the educational leave shall constitute the employee's resignation except in the case of an extension of such leave.

Employees attending educational courses required by their department director shall be granted leave with pay. Should a required course be scheduled at some time other than the employee's normal working hours, the employee shall be given time off to compensate for the hours required to complete the course or paid for the hours at the regular pay rate approved by the department director.

3.2 Tuition Assistance/Reimbursement

The purpose of this program is to reimburse employees for courses in a degree seeking program. Tuition reimbursement is available to benefits eligible employees for courses applicable to the employee's field of work or of such nature and quality to directly contribute to the employee's value and potential growth within the City. The course must be approved by the department director and City Manager prior to

enrolling in the course and is subject to budgetary constraints. Tuition assistance will not be paid prior to the successful completion of an approved course. No blanket approval of courses or programs will be granted. Only specific courses taken through a nationally or regionally accredited institution for a specific semester will be approved. The City will reimburse employees for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand dollars (\$1,000) per fiscal year in accordance with the following schedule:

100% for attaining a final grade of "A"

75% for attaining a final grade of "B"

50% for attaining a final grade of "C"

If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".

As a part of applying for tuition assistance, an employee must agree in writing that if he/she ceases to be employed by the City for whatever reason within one year of receiving tuition reimbursement, he/she will reimburse the City the total amount received toward any course(s) taken within the year prior to termination.

Reimbursement will be paid by check to the employee upon presentation of a final grade report and receipts for any tuition, books and fees paid.

Chapter 4

Compensation/Salary Administration

4.1 Compensation Approval Authority

The compensation/salary of each position within the City shall be determined by the position classification system. The salary of all employees at the time of employment, as well as increases or decreases shall be approved by the City Manager.

The City Manager, under the policy direction of the City Council, shall be primarily responsible for the overall administration of City employment policies and procedures. However, the department director shall be responsible for ensuring that the employment policies and procedures are carried out day-by-day in their department.

4.2 Merit Pay Increases

Regular, part-time (non-seasonal) and management employees are eligible to receive a merit pay increase based on the overall rating of their annual performance evaluation, and are awarded for overall performance which meets or exceeds position/job expectations. Merit increases will only be available if included in the current budget.

Merit pay increases shall be within the ranges of the established classification/pay grade and shall not be available to employees who have reached the maximum of their pay grade, unless specifically approved in the budget. If approved in the budget, employees at the maximum of the pay grade would be eligible for a lump-sum payment equal to their merit increase.

4.3 Incentive Pay

As an incentive for employees to advance their career, incentive pay is available for specific positions. Details of the incentive pay program have been adopted in a separate resolution.

4.4 Overtime Pay

Overtime work shall be kept at a minimum. However, the requirements of a specific department may make it necessary for an employee to sometimes work beyond his/her regularly scheduled working hours. All overtime work shall be approved by the employee's authorized supervisor. Employees shall be required

to work overtime when assigned unless excused by their supervisor.

Employees considered non-exempt in accordance with the Fair Labor Standards Act (FLSA) shall be paid overtime pay for hours worked in excess of their regular work period as follows:

<u>Employee Type</u>	<u>Regular Work Period</u>
8 & 10 Hour	40 hours in a seven (7) day period
12 Hour	84 hours in a fourteen (14) day period
24 Hour	212 hours in a twenty-eight (28) day period

For the purpose of calculating overtime: compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty, storm administrative pay and any other absence from work while on paid status will not be considered time worked.

Employees shall not begin work before the beginning of their schedule or continue to work after the end of their schedule without permission.

Off Duty Work Time - Non-exempt employees should not conduct work-related responsibilities, duties or tasks outside of their normal work schedule, however occasionally it may be required that a non-exempt employee must perform certain authorized work duties during off duty hours. Duties may include emergency response activities, making or receiving phone calls, and/or responding to urgent emails. Non-exempt employees should not have City email access on personal cell phones and should keep monitoring/checking email on a City-issued cell phone to a minimum.

Overtime worked shall be compensated at one and one-half (1.5) times the employee's regular rate of pay as defined in the Fair Labor Standards Act.

Employees who are paid overtime have the choice of receiving payment in the form of cash or compensatory leave. Prior to the start of overtime work, the employee and supervisor shall mutually agree upon the manner in which the overtime work is to be compensated, either in overtime pay or accrual of compensatory leave. Compensatory leave must be provided at a rate of one-and-one-half (1.5) hours for each overtime hour worked and will be credited to the employee at the end of the work period in which the overtime was worked.

It is the responsibility of each immediate supervisor and section/division manager to ensure that accurate records of hours worked, including overtime hours, are maintained.

To the extent operationally feasible, flexible scheduling or other scheduling modification within the workweek will be used to avoid incurring overtime. Flexed time cannot be adjusted between multiple workweeks. Department directors are

responsible for ensuring the fair and equitable administration of flexible scheduling.

A. Exempt Employees

The following provisions are established in accordance with the Fair Labor Standards Act:

1. Exempt employees are compensated based on the total job rather than the number of hours worked. As such, exempt employees are expected to allocate whatever amount of time is necessary to accomplish the tasks assigned to them and to successfully execute the duties and responsibilities of the position. Although forty (40) work hours is typically the standard, exempt employees are often required to work extended or irregular hours above the forty (40) hours to perform successfully. Exempt employees do not earn overtime pay for hours worked over and above the standard work schedule.
2. Exempt employees who are absent from the workplace due to personal reasons or sickness for less than a full day but more than half of their scheduled work day are required to use accrued leave (annual, sick, or personal as applicable) for the number of hours equal to half of the work day (e.g., 4 hours for an 8-hour day). Exempt employees who have exhausted all applicable leave will go into an unpaid status. Exempt employees are not required to use accrued leave for work day absences of less than half of their regularly scheduled hours. For example, if an employee's normal work schedule is 8:00 am to 5:00 pm and they leave for the day at 11:00 am for an appointment, the exempt employee must utilize 4 hours of paid time off. If that same employee leaves for their appointment at 12:30 pm, no paid time off will need to be used for that day because they have actively worked more than half of their scheduled work day.
3. Supervisors are responsible for setting work schedules, allowing or denying partial-day absences, optionally requiring that the absences be for the full scheduled day, and for monitoring the performance of exempt employees. Abuse of this privilege and/or substandard job performance by an exempt employee will lead to corrective action, up to and including termination.
4. When an exempt employee's absence is protected under the Family/Medical Leave Act (FMLA), partial day accrual use and FMLA entitlement may be used in increments of fifteen (15) minutes in accordance with the City's FMLA Policy.

5. Employees considered exempt in accordance with the Fair Labor Standards Act (FLSA) are not entitled to overtime pay for hours worked in excess of their regular work period. However, FLSA exempt employees may receive payment for overtime worked under the following conditions:
 - a. A City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem.
 - b. Only hours worked in excess of fifty (50) hours in a workweek during the City-wide state of emergency period that pertain to the protection of life, property or the effective operation of the City will be paid. (The length of the City-wide emergency period shall be the duration defined in the resolution.)
 - c. All overtime paid pertaining to this emergency will be paid at an hourly rate calculated by dividing the employee's normal salary for a pay period by the number of regularly scheduled hours in the pay period.
 - d. This provision applies to all FLSA exempt employees with the exception of the City Manager.
 - e. Deductions from the pay of an exempt employee may be made for suspensions of one or more full days in accordance with the FLSA.

B. Safe Harbor under the FLSA

It is the policy of the City to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly for all time worked and that no improper deductions are made, employees are responsible for recording all work time in accordance with the provisions provided by the City and for reviewing paychecks promptly to identify and report all errors. Non-exempt employees are prohibited from engaging in off-the-clock or unrecorded work.

Non-exempt employees are responsible for recording actual time worked each day. Hours must be accurately recorded on a time sheet or time tracking system to which employees will have ready access. Each employee must sign his/her time sheet (whether paper or electronic) to verify that the reported hours worked are complete and accurate and that there is not unrecorded or "off-the-clock" work. The time sheet must accurately reflect all regular and overtime hours worked,

any absences, early or late arrivals, early or late departures and meal breaks. Upon receipt of pay checks, employees should immediately verify that pay was provided appropriately.

Exempt employees will be paid a full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to pay deductions permitted by law, including the following:

1. Full day absences for personal reasons, since the City has a vacation/annual leave accrual program, and partial days in accordance with 4.4 Overtime Pay, Exempt Employees, B.
2. Full day absences for sickness, since the City has a sick leave accrual program, and partial days in accordance with 4.4 Overtime Pay, Exempt Employees, B.
3. FMLA absences (either full or partial day absences).
4. Unpaid disciplinary suspensions of one or more full days for significant infractions or major workplace conduct or safety rules (including those that could cause serious harm to others) set forth in City policies and procedures.
5. The first or last week of employment in the event that an employee works less than a full week.

Employees who have questions regarding deductions from their pay, believe that their wages have been subject to any improper deduction, or believe that pay does not accurately reflect all hours worked should contact their supervisor immediately. Each report will be appropriately addressed in a timely manner.

Violations will subject the offending employee to corrective action, up to and including termination.

4.5 On-Call Pay

On-call pay shall be paid to employees who are required to remain available to be called in to work on a short notice (as defined in departmental guidelines) if the need arises. Only employees who are specifically required by the department director to be on-call will be compensated.

The standard to which on-call pay is to be paid and the amount to be paid must be authorized by the City Manager in advance.

4.6 Call-Out Pay

Call-out pay applies to a situation where an employee is called to work on off-duty hours (excluding lunch periods) due to an emergency or an urgent situation. Call-out work performed during lunch periods shall be compensated based on actual time worked.

The hours to be paid where an employee is actually called into work shall be actual time with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time.

During workweeks in which there is Holiday Leave or during a declared City-wide state of emergency, the call-out time will be compensated at one and one-half (1.5) times the employee's regular rate of pay.

Call-out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.

4.7 Working Out of Classification Pay

Working out of classification pay shall apply to employees who are required to work in a higher job classification (This policy does not apply to employees working in a director level capacity.) The employee must work in the higher job classification for more than the number of days noted in the following schedule in a thirty (30) calendar day period.

<u>Employee Type</u>	<u>Number of Days/Shifts</u>
8 & 10 hour	10
12 hour	7
24 hour	5

The employee's pay rate will be adjusted to the minimum of the higher job classification pay range or by five percent (5%), whichever is greater, for each day/shift worked in the higher job classification, including the qualifying work days/shifts. The employee will remain in their current position and retain their original overtime status. Pay will revert to the previous rate of pay at the end of the temporary assignment.

4.8 Storm or Other Disaster Pay and Leave

These policies apply when a City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem. Storm or other disaster pay

and leave does not apply to ongoing or continuous states of emergency and is meant to cover short-term, limited duration states of emergency.

A. Storm Leave

Employees (except seasonal part-time) directed not to work any regularly scheduled hours due to the storm shall be paid Storm Leave for those hours at their regular hourly pay rate.

Hours paid as Storm Leave shall not count toward overtime.

B. Storm Worked Pay

Employees (except police officers and firefighters) required to work during the storm period as designated by the City Manager or any rescheduled shift due to the storm or any hours worked in excess of their regularly scheduled shift related to the storm shall be paid Storm Worked Pay at 1.5 times their regular hourly pay rate.

Police officers and firefighters called in or held over shall be paid Storm Worked Pay at 1.5 times their regular hourly pay rate.

Storm Worked Pay hours paid shall be considered time worked for purposes of overtime calculation.

4.9 Special Event Pay

Non-exempt employees who work a Special Event which is held outside of their scheduled work hours and who do not qualify for the overtime premium noted in Section 4 shall be paid for all hours worked at the Special Event at the rate of one and one-half times (1.5) the employee's regular rate of pay.

The hours worked during the special event will be considered time worked for purpose of overtime calculation in the work period in which the special event occurred, in accordance with the FLSA.

Hours worked in preparation of a Special Event do not qualify for this Special Event premium, however said hours would be paid in accordance with the FLSA.

Chapter 5

Leave

5.1 Annual Leave

Annual leave may be used as accrued after the employee has completed six (6) consecutive calendar months of employment. Previous employment with the City will not count towards years of service. Exceptions to this rule include leave approved by the City Manager (or designee/department director) during the employee's recruitment or when an exempt probationary employee has exhausted sick leave and has a documented illness/injury for which the leave is taken.

A. Rate of Accrual

Annual leave shall be credited to benefits eligible employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8 & 10 Hour</u>	<u>12 Hour</u>	<u>24 Hour</u>
0-4	3.08 hours	3.23 hours	4.61 hours
5-9	3.69 hours	3.85 hours	5.54 hours
10-14	4.61 hours	4.85 hours	6.93 hours
15-19	5.53 hours	5.81 hours	8.31 hours
20 and over	6.15 hours	6.46 hours	9.23 hours

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. Maximum Accumulation

The maximum amount of annual leave that employees not covered by a collective bargaining agreement may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 & 10 hour	320 hours
12 hour	336 hours
24 hour	400 hours

C. Use of Annual Leave

Annual leave may be taken in quarter-hour increments.

Annual leave may be used for annual wellness related healthcare provider visits at any time.

Annual leave may be used during absences involving sickness, injury or death, with department director approval, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status.

If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.

D. Procedure

An employee who is eligible for vacation may take it at any time agreeable to the employee and supervisor. The employee must complete a Leave Request Form.

Each department director, or designee, shall schedule annual leave with particular regard to the seniority of employees, in accordance with operating requirements and, insofar as possible, with the requests of the employees. The method of compiling and scheduling leave requests must be reasonable, fair, consistent, non-discriminatory and comply with departmental and City policies and procedures.

Annual leave shall not be scheduled in such a way that it hinders departmental operations or causes significant understaffing, so as to impact the operation of the department or office.

E. Periods When Annual Leave Shall Not Accrue

When an employee is on any authorized absence, exclusive of annual leave and paid administrative leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work:

<u>Employee Type</u>	<u>Time Period Absent</u>
8 & 10 hour	15 consecutive work days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

F. Payment of Annual Leave Upon Separation

No employee shall be permitted to forego his/her vacation and receive pay in lieu of annual leave. Accrued but not used annual leave shall only be paid out when an employee has completed six (6) consecutive

months with the City and is separated from the City payroll for any reason.

Prior to any payout being made to an eligible employee, all City property and/or equipment in possession of the employee must be returned to the employee's supervisor or designee, if applicable.

5.2 Holiday Leave

A. The following days shall be observed as official City holidays.

First day of January (New Year's Day)
Third Monday of January (Martin Luther King Day)
Last Monday in May (Memorial Day)
Fourth day of July (Independence Day)
First Monday in September (Labor Day)
Eleventh day of November (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
Fourth Friday in November (Day after Thanksgiving Day)
Twenty-fourth day in December (Christmas Eve)
Twenty-fifth day in December (Christmas Day)

B. When a holiday observed by the City falls on Sunday, such holiday shall be observed on Monday after the holiday. When a holiday observed by the City falls on Saturday, such holiday shall be observed on Friday before the holiday.

C. Christmas Eve holiday may be observed on either the day before or after Christmas at the discretion of the City Manager, in an effort to provide for a long four (4) day weekend when possible.

D. All employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to eight (8) hours at the employee's regular rate of pay.

In the event that the observed holiday falls on a day that the employee is regularly scheduled to work a shift of more than eight (8) hours and does not work due to the observance of the holiday, the employee shall receive the remainder of the hours as holiday pay.

In the event that the observed holiday falls on the employee's regularly scheduled day off, the employee may request and, with department director approval, be given off with pay the same number of hours worked on a regularly schedule shift for that

position in the same pay week, instead of being paid the holiday pay.

All employees who are required to work on the observed holiday and do not qualify for the overtime pay as noted in Chapter 4 of this policy shall be paid for all hours worked on the holiday at the rate of one and one-half times (1.5) the employee's regular rate of pay. In addition, the employee must meet the holiday pay eligibility requirements outlined in 5.2 E. of this policy.

The observed holiday for Monday through Friday workers is the day in accordance with 5.2 B. of this policy. The observed holiday for all other employees is the actual holiday.

E. To be eligible for holiday pay, an employee must meet the following requirements:

1. Be a benefits eligible employee.
2. Must work on the scheduled days prior to and after the holiday; or

Be in an approved pay status both the work day before and the work day after the holiday. Pay status includes employees on paid annual, sick, or compensatory time, as well as workers' compensation and personal days.

3. An employee who reports for work on the scheduled work date prior to the holiday will be considered to have worked that day, even though he/she is unable, due to emergency or illness, to complete the normal work day. The same will apply to the first scheduled work day after the holiday.

5.3 Personal Days

Employees are entitled to two (2) personal days per calendar year. They may be scheduled by an employee, but are subject to the department director's (or designee) approval and with the following restrictions:

- A. The employee must have completed six (6) consecutive months of employment as a benefits-eligible employee with the City.
- B. Personal days cannot be carried forward to the next calendar year.
- C. Personal days must be taken in one day (no hourly increments).

- D. Personal days are equivalent to the number of hours worked by the employee on a regularly scheduled shift for that position.

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

Personal days may be used during absences involving sickness, injury or death, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status. Unused personal days will not be paid out at the time an employee separates from the city for any reason.

5.4 Military Leave

A leave of absence without pay will be granted to any employee who is serving in the Uniformed Services even if such period of military service may be for more than 12 months. Health insurance coverage (for the employee and his/her dependents will end on the date the employee enters military service or on the last day of the month in which the leave commences, whichever occurs first, but may be continued at the employee's election in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA"). Upon honorable discharge, the employee will be reinstated with the City in accordance with USERRA.

In accordance with Section 115.09, Florida Statutes, an employee who is a service member in the National Guard or a reserve component of the Armed Forces of the United States will be granted leave of absence to perform active military service. The first 30 days of any such leave of absence will be with full pay.

Additionally, in accordance with Section 250.48, Florida Statutes, an employee who is a member of the Florida National Guard will be granted a leave of absence with pay on all days during which the employee is engaged in active state duty for a named event, declared disaster, or operation pursuant to Florida Law. However, a leave of absence without loss of pay granted under this section may not exceed 30 days for each emergency or disaster, as established by executive order.

An employee who is a member of the National Guard or who is a reservist in any branch of the Uniformed Services shall be granted military leave not in excess of 240 working hours in any rolling 12-month period, in accordance with Florida Statute 115.07 when they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. The leave amount shall be at the employee's regular rate of pay. Administrative leaves of absence for additional or longer

periods of time for assignment to duty functions of a military character will be granted without pay. It is the employee's responsibility to notify his/her supervisor as far in advance as possible so that arrangements can be made for the employee's absence. If an employee fails to provide notice to the City prior to the date he/she is to report for duty, the City may decline to reinstate the employee in accordance with USERRA.

Note: Also refer to the 5.6 Family and Medical Leave Section (FMLA).

5.5 Sick Leave

It is the policy of the City to provide reasonable time off with pay, up to the amount of unused sick leave earnings, to benefits eligible employees who are unable to work due to illness or injury. Sick leave with pay is not a right which an employee may demand, but a privilege granted by the City and shall only be used for the purposes outlined within. Previous employment with the City will not count towards years of service.

A. Rate of Accrual

Sick leave shall be credited to employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>8 & 10 Hr.</u>	<u>Employee Type</u>	
		<u>12 Hour</u>	<u>24 Hour</u>
Less than 1 year	1.84 hours	1.94 hours	2.31 hours
More than 1 year	3.69 hours	3.88 hours	4.62 hours

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. Maximum Accumulation

The maximum amount of sick leave that an employee may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 & 10 hour	960 hours
12 hour	1,008 hours
24 hour	1,200 hours

C. Use of Sick Leave

Sick leave may be used as follows:

1. The City Manager, department director (or designee) can officially approve employee sick leave.
2. Employees may be paid for sick leave used immediately upon employment with the City.
3. Sick leave may be paid when an employee is unable to work due to a personal/family illness or injury. A family member for this purpose is defined as spouse, children, step children, parents, parents-in-law, siblings, grandchildren or grandparents of the employee.
4. Sick leave may be taken for medical, optical, and dental appointments. Use of sick leave is intended for the duration of the appointment including travel time. Employees may request annual or compensatory leave when they are seeking the remainder of the day off for reasons not covered under sick leave.
5. Sick leave may be taken in quarter-hour increments.
6. A manager/supervisor, with concurrence of the department director, shall have the right to require documentation from a healthcare provider to verify an absence due to illness or to confirm return to work status.
7. Excessive Use of Sick Leave

Sick leave is extended to employees as a privilege. Abuse of sick leave is considered unwillingness to perform job functions and may constitute grounds for progressive disciplinary action, up to and including termination. Abuse is determined on a case-by-case basis; however, examples of abuse may include, but not be limited to, the following:

- Repeated occasions of unscheduled, unexcused absences (including tardiness and leaving work early)

- Repeated occasions of absences on the same day of the week, pay period, month, or at the same time interval
- Repeated occasions of absences the day before or after a scheduled holiday or scheduled day off
- Repeated occasions of taking sick leave as sick leave is earned
- More than three (3) first day/last day of the workweek absences in any twelve (12) month period
- Use of more than 50% of the employee's total sick leave accrual during a twelve (12) month period

Sick leave used under the provisions of the Family/Medical Leave Act (FMLA) is exempted from being defined as abuse.

A manager/supervisor who suspects that an employee is abusing sick leave should contact Human Resources to determine if corrective action or other measures are appropriate given the employee's absence history and FMLA status if applicable. With the concurrence of the department director and Human Resources, a manager/supervisor suspecting abuse may require an employee to submit written certification from a healthcare provider to substantiate absences.

8. Upon the exhaustion of sick leave, an employee may use annual, personal and compensatory leave with departmental approval.

D. Payment of Sick Leave

In order to be eligible for sick leave with pay, an employee must:

1. Report to the Department in accordance with departmental call-in procedures at least 30 minutes prior to his/her scheduled start time on the day of the absence, the reason for the absence, except in the case of public safety where the departmental schedule will be followed. An employee who fails to notify the Department in accordance with the Department's call-in procedures may not be paid for the time taken prior to notification.
2. If the absence extends beyond three days, keep the supervisor advised as to the employee's condition and

anticipated date of return.

3. Submit a statement from the attending physician(s) as to the nature and duration of the illness, if requested. Please refer to Section E.4 pertaining to employees absent for Unscheduled/Emergency Personal Injury or Illness.

When a paid holiday occurs during the period an employee is on sick leave with pay, the employee shall receive only his/her regular holiday and that day shall not be charged against his/her sick leave earnings.

If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.

Procedure:

1. Each employee shall notify (call) his/her immediate supervisor in accordance with the City/departmental attendance policy to report his/her sickness.
2. When an employee returns to work he/she shall complete the leave request form, which must be submitted to his/her department director for review.
3. If an employee wishes to use sick leave for a doctor, dentist or optical appointment, then the leave form must be submitted and approved before the sick leave is taken.
4. If a supervisor feels that an employee has abused this policy, he/she may with permission of the City Manager, authorize unpaid leave.

E. Unscheduled/Emergency Personal Injury or Illness

The following applies to employees who are absent for their own unscheduled or emergency personal injury or illness:

Employees who are absent due to an emergency personal injury or illness should call or have someone call his/her supervisor to report such an absence.

An employee who has been absent under any of the following conditions must, upon returning to work, have a doctor's statement that indicates his/her return to work status with or without restrictions,

to be reviewed and approved by Human Resources:

1. Employee has been hospitalized.
2. Employee has been granted annual/personal leave which is in reality for medical reasons, i.e., employee is hospitalized or undergoing a surgical procedure which could be disabling.
3. Employee has a non-work related injury or illness, even if no time is lost from his/her regularly scheduled work shift, i.e., weekend or after-hours occurrence.
4. Employee is absent three (3) or more consecutive work days.

It is the employee's responsibility to ensure that proper notification is made when absent due to an emergency personal injury or illness. This must be done by phone or electronic notification, and if possible by the employee.

The requirement contained in this subsection pertains to emergency personal injury and illness even if sick leave is exhausted.

F. Periods When Sick Leave Shall Not Be Earned

When an employee is on authorized absence, exclusive of annual leave and paid administrative leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work.

<u>Employee Type</u>	<u>Time Period Absent</u>
8 & 10 hour	15 consecutive work days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

G. Physician Examination

An employee may be required to submit to an examination by a physician of the City's choosing upon returning to active duty after an extended illness or injury.

H. Employee Under Suspension Not Eligible for Sick Leave

An employee under suspension forfeits all claim to sick leave for the duration of such suspension and must be returned to active duty before sick leave credit is restored.

I. Break In Service Cancels All Sick Leave

A break in service permanently cancels all sick leave accrued to an employee's record and in the event of subsequent reappointment such employee begins a new sick leave accumulation.

J. Illness During Annual Leave

When sickness occurs within a period of vacation leave, the period of illness may be charged as sick leave and the charge against vacation leave reduced accordingly. Application for such substitution should be made within two (2) working days after return to active duty and shall be supported by documentation from a health care provider.

K. Military Duty Effect on Sick Leave

When an employee enters active military duty, either by induction or for training purposes or for national or state emergencies, sick leave accumulated shall remain to that employee's account pending return from military leave. However, no further sick leave credits will be accumulated for the period of absence on military leave.

L. Resignation / Retirement

Employees who resign voluntarily or retire shall receive payment of their sick leave balance at the employee's current rate of pay, in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
10 years	25%
20 years	50%
30 years	75%

Employees who are employed with the City as of November 24, 1998 and who are eligible to retire from the City in the future with less than twenty (20) years of service, shall be paid 50% of their sick leave balance at retirement. This exception shall only apply to employees who retire.

M. Conversion of Sick Leave

In order to provide an incentive for employees to make conservative use of their sick leave privileges, the City provides additional benefits in the form of sick leave conversion to personal days for employees in a benefits eligible position.

Employees who have been employed from the first payroll period in each calendar year through the last day of the twenty-sixth payroll period in the calendar year shall be eligible for incentive personal days.

Following the end of the twenty-sixth payroll period of each year, the eligible number of sick leave hours will be converted to personal days (e.g. deleted from the sick leave balance and added to the personal day balance) based on sick leave hours used during the previous twenty-six (26) pay periods unless the employee specifically requests otherwise. Donated sick leave hours do not impact this incentive program.

Up to three (3) full work days of unused sick leave can be converted to personal days. The amount eligible to be converted is determined by the following formulas.

Scheduled Work Day	Maximum Number of Converted Hours
8 (40 hr. week)	24 minus hours used, rounded down to the nearest full work day
10 (40 hr. week)	30 minus hours used, rounded down to the nearest full work day
12 (Based on a 2184 hour work year, 84 hour pay period)	36 minus hours used, rounded down to the nearest full work shift
24 (Based on a 2604 hour work year, and 100.15 hour pay period)	72 minus hours used, round down to the nearest full work shift

Example: An eligible employee who works an 8-hour day/shift uses 12 hours of sick leave during the year. The employee is eligible to convert 8 hours/1 work day to personal days.

The number of sick leave hours to be converted will be based on the current work day/shift schedule at the time of the conversion.

A minimum sick leave to be converted is that which is equivalent to one (1) personal day based on the employee's current work day schedule.

Sick leave hours donated or converted from sick to personal days in the previous year will not be counted as sick leave hours used by the affected employee.

Following the end of the twenty-sixth payroll period of the year, eligibility will be determined for the leave conversion program. All eligible leave will be converted at that time unless the eligible employee specifically requests otherwise.

Employees who do not wish to convert eligible sick leave hours to personal day(s) in accordance with these provisions must provide written notification to Human Resources no later than the close of business on the last day of the twenty-sixth payroll period of the year.

Converted time will be deducted from the employee's sick leave balance and added to the employee's personal day balance, which will be credited to the employee during the month of January.

Converted sick leave will be treated as used leave in determining the uncredited sick leave distribution.

Personal day restrictions apply to newly converted personal days, including that personal days must be used within the calendar year and cannot be carried forward to the next calendar year.

5.6 Family and Medical Leave (FMLA)

The City provides leave pursuant to the provisions of the Family and Medical Leave Act of 1993 and as subsequently amended. An eligible employee would be entitled to take up to 12-weeks of unpaid, job-protected Family and Medical Leave as set forth below:

A. Eligible Employees

Employees who have been employed for at least 12 months or 52 weeks which need not be continuous and have worked at least 1,250 hours during the preceding 12-month period are eligible for unpaid FMLA. FMLA runs concurrently with all forms of paid leave. The employee must use all of his/her accrued leave (e.g., sick, annual, compensatory), as well as personal days. The remainder of the leave period will then consist of unpaid leave.

B. Leave Period

An eligible employee is entitled to take up to 12 workweeks of FMLA (or up to 26 workweeks of military caregiver leave to care for a covered service member with a serious injury or illness) in any 12-month period. The 12-month period shall be a rolling 12-month period measured backward from the first date FMLA is used. Entitlement to FMLA for the birth or placement of a child for adoption or foster care will expire 12 months from the date of birth or

placement.

C. Reason for Leave

An employee who meets the applicable eligibility requirements will be granted a total of up to 12 workweeks of FMLA for the following reasons:

1. The birth of the employee's child and/or in order to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child, or parent who has a serious health condition, or a serious health condition that renders the employee incapable of performing the functions of his/her job.
4. A qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member in the Armed Forces on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
5. To care for a covered service member (or veteran who was a member) of the Armed Forces (including the National Guard or Reserves) who is a spouse, son, daughter, parent, or next of kin and has incurred a qualifying (as defined by the Secretary of Labor) injury or illness in the line of duty while on active duty in the Armed Forces (or a qualifying injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces). Employees may be entitled to 26 weeks of FMLA, pursuant to Federal Law.

Employees should contact Human Resources to apply for or learn more about this type of military leave.

If spouses who are eligible for FMLA both work for the City, the aggregate FMLA taken by both employees is limited to a total of 12 workweeks if the FMLA is taken for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement or to care for a parent with a serious health condition. However, if the FMLA is taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his/her own serious illness, then each employee is eligible for up to 12 weeks of FMLA.

Where parents both use a portion of the total 12-week FMLA entitlement for either the birth of a child, for placement for adoption or foster care, or to care for his/her own parent, the parents would each be entitled to the difference between the amount he or she has taken individually and 12 weeks of FMLA for other purposes.

D. Application for Leave

An employee intending to take FMLA must complete an application for FMLA and return it to Human Resources for the FMLA to be approved. The completed application must be accompanied by the medical certification stating the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave.

E. Outside Employment

Outside or supplemental employment is generally prohibited during FMLA leave. Exceptions may be granted on a case-by-case basis and must be approved by the City Manager prior to the commencement of the FMLA.

F. Notice of Leave

It is the employee's responsibility to notify Human Resources of the qualifying event or need for FMLA at least 30 days before the FMLA is to begin, or as soon as the reason requiring the FMLA is known. Failure to provide the required notice may result in a delay or denial of the leave.

G. Intermittent or Reduced Leave

An employee does not need to use leave in one block, as in one continuous period of time. When it is medically necessary or otherwise permitted, such as in the case of serious health conditions, FMLA may be taken intermittently or on a reduced leave schedule. Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless the City agrees. Employees are expected to make a reasonable effort to schedule intermittent leave so as not to disrupt the operations of the City.

H. Medical Certification of Leave

The application for FMLA based on the "serious health condition" of the employee or the employee's spouse, child, or parent must be accompanied by a "Medical Certification Statement" completed by the health care provider. Employees do not have to share a medical diagnosis, but must provide enough information to the city so it can be determined if the leave qualifies for FMLA protection. Sufficient

information could include informing the city that the employee is unable to perform his/her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must also inform the city if the need for leave is for a reason for which FMLA leave was previously taken or certified. The certification must be complete and include all requested information, including the date on which the serious health condition commenced, probable duration of the condition, and the appropriate medical facts regarding the condition. If the city determines that the certification is incomplete, the city will provide a written notice indicating what additional information is required. If an employee is requesting FMLA to care for a spouse, child, or parent with a serious health condition, the medical certification must provide an estimate of the amount of time the employee will need. In addition, the City may request re-certification of medical necessity under certain situations as allowed by FMLA regulations.

I. Notification of Leave Assignments

Once the City becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the City will notify the employee if he/she is eligible for FMLA. If the employee is not eligible, the City will provide a reason for ineligibility. Additionally, if the employee is eligible, the City will also provide a notice of rights and responsibility under the FMLA, and discuss the leave requirements with the employee. The City will notify the employee if leave will be designated as FMLA leave, how much leave will be designated as FMLA leave, and outline the basic information regarding the leave in a designation notice.

J. Benefits and Protections During Leave

An employee who takes FMLA will not lose any previously accrued seniority or leave benefits, but are subject to accrual limitations described in this policy. Leave extending beyond the 12-week FMLA allotment does not carry the return rights under FMLA.

While employees are on FMLA leave, the City will continue health insurance coverage as if the employees were not on leave. Payroll deductions for any group or voluntary benefits in which the employee is enrolled will continue until all accrued leave hours are exhausted. After exhausting all accrued leave or donated leave time, insurance premiums in the amount normally deducted from the employee's paycheck must be paid biweekly directly to Human Resources until the employee returns to work or FMLA entitlement ends. Failure of

the employee to pay his/her share of these insurance premiums, if any, may result in loss of coverage. If an employee exhausts FMLA, is unable to return to work, and separates from service, he/she may elect to continue benefits coverage through COBRA.

If an employee fails to return to work after the expiration of their FMLA, the employee will be required to reimburse the City for its portion of the payment for group insurance premiums during the FMLA. Reimbursement will not be required if the employee does not return to work because of his/her serious health condition, the serious health condition of the employee's family member, or other circumstances beyond the employee's control.

K. Restoration to Employment

An employee who returns from FMLA will be returned to the same position held when the FMLA began or to a position equivalent in pay, benefits, and other terms and conditions of employment. However, the highest paid 10 percent of employees are not guaranteed reinstatement if reinstatement will cause the City economic injury. In such a case, the City will notify the employee as soon as it determines that reinstatement is not available. The City cannot guarantee that an employee will be returned to his/her former job.

L. Return from FMLA

The City will require an employee taking FMLA to report at least every two (2) weeks on his/her status and intent to return to work upon completion of the leave. Employees should notify their immediate supervisor at least one week prior to their scheduled return to work date to verify their return. Employees returning from a medical leave are required to provide certification from their health care provider indicating that the employee is able to resume work with no limitations. Once an employee returns to work from FMLA, the City reserves the right to require an employee to undergo a physical or mental examination at the City's expense whenever there is reasonable belief that the employee's fitness for duty is in question.

Employees who do not return to work upon the expiration of FMLA leave will be treated as having voluntarily terminated their employment. An employee who requests an extension of their FMLA beyond that certified by their medical provider, must submit his/her request for an extension in writing that includes the reason for the requested extension and the anticipated date of return.

M. It is the City's right and obligation to determine whether an employee's

leave is eligible for FMLA. If an employee is taking time off from work and the City has reason to believe that such time off falls under the FMLA provisions (e.g., the employee has a known serious health condition), the City can count the leave toward the employee's 12-week leave entitlement.

- N.** In accordance with federal regulations, an employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA. Employees may file a complaint with the US Department of Labor, Wage and Hour Division, or may bring a private lawsuit against the city. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information or to file a complaint: 1-866-4-USWAGE (1-866-487-9243), www.wagehour.dol.gov

5.7 Jury and Witness Duty Leave

A. Jury Duty

All benefits eligible employees selected for jury duty shall be entitled to leave with pay for the period of absence required. Such leave shall not be charged to annual or sick leave earnings. Eligibility commences on the first day of active employment.

If an employee is called for jury duty and serves as a juror on a regular working day or days, he/she will receive pay for the time lost from work by reason of such service.

B. Official Court Attendance

All employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the City shall be entitled to leave with pay for such period as his/her court attendance may require. Any fees paid for such service may be retained by the employee.

C. Private Litigation

Absence of an employee to appear in private litigation in which he/she is a principal party shall be charged to annual leave, personal days or compensatory leave, or if no leave is available, to leave without pay.

Procedure:

1. When called for jury duty, the employee must show the summons to the supervisor prior to the date of service so that authorization and plans for the absence can be made. Failure to advise the supervisor in advance may be cause for the employee not to receive jury duty pay. In addition, the employee must complete the application for leave authorization form.
2. When released from jury duty for any day, the employee will be expected to return to work for that day. If released from jury duty two hours or more before the end of a regularly scheduled work day, an employee is required to return to work.
3. Upon return to work (after having been released by the court), the employee must submit to the supervisor a statement from the Clerk of the Court indicating the dates and amount paid for serving as a juror.
4. The supervisor will turn the statement over to the department director in order that the Finance Department (payroll) may be notified to pay the employee for jury duty.

5.8 Leave of Absence

A. Leave of Absence for Medical Reasons

Employees ineligible for FMLA or who have exhausted FMLA leave may request a leave of absence for an employee's own medical condition due to illness or injury. Up to fifteen (15) calendar days may be approved by the department director. Leave in excess of fifteen (15) calendar days shall be subject to the approval of the City Manager and in collaboration with Human Resources.

A leave of absence shall run concurrent with all forms of leave including FMLA and shall not exceed a total of one hundred eighty (180) calendar days in a rolling 12-month period measured backward from the first date the leave of absence is used.

Annual, sick, personal days and compensatory leave may be used during a leave of absence. All leave must be exhausted prior to going into an unpaid status.

The application for a leave of absence shall be in writing and shall include a physician's certification of the condition and the period of time the employee will be incapacitated. Dates set forth by the

physician shall be strictly adhered to, however may be amended by the physician. The City may at any time require additional documentation from the physician issuing the certification or may secure additional medical opinions from other physicians. The amount of leave authorized shall not exceed the end of the period for which leave was requested or certified by a physician.

An employee who requests an extension of their leave of absence must submit his/her request for an extension in writing that includes the reason for the requested extension, the anticipated date of return, and updated medical certification.

Employees who do not return to work upon the expiration of their leave of absence will be treated as having voluntarily terminated their employment.

B. Leave of Absence for Personal Reasons

A leave of absence up to fifteen (15) calendar days may be approved by the department director. A leave of absence from fifteen (15) to ninety (90) calendar days may be approved by the department director with the approval of the City Manager and in collaboration with Human Resources. A leave of absence will only be approved if that period of absence does not require replacement of the employee's services.

Leave without pay for more than thirty (30) calendar days will be deducted from length of the employee's service record.

Annual, personal days, compensatory, or sick leave (if applicable) may be used during a leave of absence for personal reasons. All leave must be exhausted prior to going into an unpaid status.

5.9 Compensatory Leave

- A. Compensatory leave is authorized overtime credited to a Fair Labor Standards Act non-exempt employee for which reimbursement is made by allowing the equivalent of time off with pay. Employees may receive compensatory leave for any work performed in excess of the employee's standard work period, in accordance with the overtime pay schedule included in this policy.
- B. Compensatory leave shall be credited to the employee as quickly as possible and should not be permitted to accumulate in excess of 80 hours.
- C. Compensatory leave may be taken in quarter-hour increments as long as it does not disrupt the operations of the employee's

department.

- D. Compensatory leave may be taken in conjunction with vacation leave, with the approval of the department director (or designee), but should not be allowed to accumulate for this purpose. When so taken, it is preferred that the aggregate not exceed the period of normal vacation.
- E. Upon termination of employment for any reason, the employee shall be paid the remaining balance of compensatory leave available to the employee.
- F. Non-union Firefighters and Police Officers shall receive the same maximum number of hours of compensatory leave hours as union members, as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.
- G. If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.
- H. Compensatory leave may be used during absences involving sickness, injury or death, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status.

5.10 Injury Leave

An employee who is required to be absent from work at the direction of a workers' compensation authorized physician due to a work related injury or illness, shall be compensated in accordance with the following:

- A. An employee in their initial probationary period, who receives a job related injury, shall not be entitled to injury leave.
- B. The maximum period that a benefits eligible employee shall be paid injury leave at full pay shall be forty (40) hours (or shall be prorated if the employee works less than a forty (40) hour workweek) per injury.
- C. Workers' compensation payments issued during the period of Injury Leave shall be signed over to the City.
- D. Upon the payment of the maximum injury leave available, employees shall be required to use accumulated sick or annual leave to make up the difference between the workers' compensation payments and the employee's regular wages.

- E. Employees are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the employee's Family and Medical Leave entitlement.
- F. 24-Hour Shift Firefighters and 12-Hour Shift Police Officers not covered by the Collective Bargaining Agreement shall receive the same maximum number of hours of paid injury leave as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.
- G. Injury leave may be taken for medical, optical, and dental appointments associated with the injury. Use of injury leave for this reason is intended for the duration of the appointment including travel time.

5.11 Administrative Leave

When it is in the best interest of the City, the City Manager may place an employee on administrative leave for a period of time not to exceed thirty (30) calendar days. The employee shall not be allowed to be at his/her worksite during administrative leave, unless there is specific authority from the department director or City Manager. The employee may be maintained in full-pay status with no loss of benefits during this period, with the exception of overtime.

5.12 Leave Donations

Employees may donate unused leave hours to other benefits eligible employees in accordance with the following criteria:

- A. Employees may donate vacation, sick or personal leave due to a personal/family medical condition, illness or injury or due to death of another employee.
- B. For the purpose of leave donation, family is defined as spouse, children, step-children, parents, siblings or grandparents.
- C. Employees donating/receiving leave must have been employed with the City for at least 12 months.
- D. Employees wishing to receive donated leave due to a personal/family medical condition, illness or injury must submit a request in writing to Human Resources for the leave donation. Requests for leave donation on behalf of a beneficiary must be submitted to Human Resources by the deceased employee's department director. In accordance with Section 222.15, Florida Statutes, a beneficiary is an employee's spouse, child or children (provided the child/children are over 18 years of age), father or mother, or any other person specifically designated

by the employee in the employee's personnel file as a beneficiary to whom wage payments may be made.

- E. Employees receiving donated leave due to a personal/family medical condition, illness or injury must furnish a physician's certification of the existence of the illness or injury.
- F. Employees receiving donated leave due to a personal/family medical condition, illness or injury must have exhausted all of his/her available sick leave, vacation leave, compensatory leave and personal days.
- G. Employees receiving donated leave due to a personal/family medical condition, illness or injury must have been absent at least thirty (30) consecutive calendar days due to the specific situation in either paid or unpaid leave status.
- H. Employees may donate leave in one (1) hour increments up to a maximum of forty (40) hours per receiving employee per year. Employees may not donate hours that would result in the donating employee having less than eighty (80) hours of available sick leave after the donation.
- I. Donated sick leave will be treated as used leave in determining the uncredited sick leave distribution.
- J. Unused donation hours will be returned to the donating employees in proportion to the donations.
- K. The maximum amount of hours an employee may receive from other employees shall be 480 hours per qualifying event.
- L. Payment of donated leave to the receiving employee may be made retroactively to the date the employee exhausted their available leave balances.
- M. In the event of donated leave due to a death, the donated leave shall be paid in accordance with the applicable provisions in the Employment Policies Manual.

5.13 Domestic Violence Leave

In conjunction with Florida law, the City grants up to three (3) working days of leave from work in any 12-month period for employees who have worked for at least three (3) consecutive months and become victims of domestic violence or sexual violence. If applicable, employees may use accrued vacation, sick, or personal time to cover this time off.

Appropriate or advance notice must be given to the department director or Human Resources except in cases of imminent danger to the health or safety of the employee or a family member. A police report or other documentation must be filed with Human Resources and will be kept confidential. Employee questions relating to use of this leave should be directed to Human Resources. This leave may be used to cover such activities as:

- A. Seeking an injunction for protection against domestic violence
- B. Obtaining medical care or mental health counseling to address injuries resulting from domestic violence
- C. Obtaining services from victims' services organizations such as a domestic violence shelter or rape crisis center
- D. Making the employee's home secure from the perpetrator of domestic violence or finding a new home so as to escape the perpetrator
- E. Seeking legal assistance or attending court for related proceedings

5.14 Bereavement Leave

Employees upon request and approval by their department director may be granted up to twenty-four (24) hours of bereavement leave in the event of the death of a family member. The employee shall submit proof of death and relationship before compensation is approved. Wages will be paid only for the actual scheduled hours on the day(s) of absence.

Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, step-children, step-parents, step parents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.

If additional time off is necessary, annual leave, personal days or compensatory leave may be used with the approval of the department director.

Chapter 6

Personnel Management

6.1 Attendance Records

The city utilizes an electronic timekeeping system which maintains attendance records and leave requests. Departments who do not utilize the electronic system shall maintain employee attendance records in their respective departments. This record shall reflect all absences and shall be made available to the employee for inspection upon request. Copies of all leave request forms and supporting documentation if applicable must be forwarded by department directors to the Finance Department. An official/original leave request record file will be maintained in the Finance Department and a copy in each respective department.

Time sheets shall have department director approval upon submittal to the Finance Department. All time worked shall be recorded on the employee's timesheet/record.

6.2 Travel and Subsistence Allowance

All persons traveling on official City business are expected to follow the City's travel policy and procedure, and exercise good judgment in incurring expenses. All travel is to be responsible, necessary and reasonable.

Pursuant to Section 112.061 (3) (a), Florida Statutes, the City Council hereby delegates to the City Manager the authority to approve travel for all authorized persons traveling on behalf of the City. The City Manager shall establish a procedure for the reimbursement of travel expenses and the closing out of all travel once complete.

6.3 Hours of Work

The established work schedule for all full-time hourly employees is forty (40) hours per week with the exception of police officers and firefighters who work assigned shifts. However, the department director, with the approval of the City Manager, may establish a different work schedule which would better meet the needs of the department and/or provide proper service to the community.

6.4 Probation

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and

for rejecting any employees whose performance does not meet the required work standards.

The probationary period for general employees is six (6) months, whereas the probationary period for police officers and firefighters is twelve (12) months.

During the probationary period, in such a manner as the City Manager may require, the department director shall report to the City Manager (or designee – Human Resources Director) his/her observation of the employee's work and his/her judgments to the employee's willingness and ability to perform his/her duties satisfactorily and as to his/her habits and dependability.

At any time during the probationary period, the department director, after advising the City Manager, may remove an employee if in his/her opinion the employee is unable to or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit his/her continued employment with the City.

Prior to the expiration of an employee's probationary period, the employee's department director shall notify the City Manager by submitting an employee action form, whether the service of the employee has been satisfactory and whether he/she desires to extend the probationary period for up to ninety (90) days or continue the employee in his/her position. Upon satisfactory completion of the probationary period, the employee will become a regular employee of the City.

The normal beginning pay rate for a probationary employee will be the initial pay rate within the pay range established for his/her job classification. The City Manager may make exceptions upon the recommendation of the department director.

6.5 Performance Evaluations

The purpose of the performance evaluation process is to provide a formal and consistent method to document job performance standards, facilitate communication between supervisors and employees, promote and maintain job efficiency, determine training needs, and serve as basis for merit increases.

Performance evaluations are to be prepared and administered for all full-time, part-time and management employees, and include supporting statements documenting the reasons for the rating in each section. Seasonal employees are evaluated upon the completion of the season or upon notice of separation if three (3) months of employment was completed. Employees in seasonal positions are not eligible for a merit increase.

A. Types of Performance Evaluations

1. Probationary:

New employees are on probation as outlined in section 6.4 Probation. At a minimum, performance evaluations, indicating their progress in their job will be completed as follows:

General Employees –

- Upon completion of the third (3rd) month of employment
- Upon completion of the sixth (6th) month of employment
- Upon completion of probation, if probation was extended

Police Officers and Firefighters –

- Upon completion of the sixth (6th) month of employment
- Upon completion of the ninth (9th) month of employment
- Upon completion of the twelfth (12th) month of employment

Each probationary evaluation will be signed by the employee indicating that he/she has seen the evaluation, not that he/she agrees or disagrees with its contents.

2. Annual:

Annual performance evaluations shall be based on the employee's employment anniversary date, with the exception of employee demotions and past incidences in which the policy in place at the time called for the evaluation date to be adjusted as a result of a promotion, transfer or reclassification.

B. Coaching Plan and Performance Improvement Plan

1. Coaching Plan:

An employee who receives a rating of less than "Meets Expectation" in any one category, however receives an overall performance evaluation rating of "Meets Expectation" or higher, shall be placed on a Coaching Plan. The duration of the Coaching Plan shall be a minimum of three (3) months, and may be extended an additional three (3) months if deemed necessary/appropriate.

At any time when an employee's performance has significantly and negatively changed in one area from that of the previous reporting

period, the department director may require that the employee be placed on a Coaching Plan.

2. Performance Improvement Plan:

An employee who receives an annual performance evaluation with an overall rating of less than “Meets Expectations” shall be placed on a Performance Improvement Plan. The duration of the Performance Improvement Plan shall be six (6) months, and may be extended an additional three (3) months if deemed necessary/appropriate.

At any time when an employee's performance has changed radically from that of the previous reporting period, the department director may require that the employee be placed on a Performance Improvement Plan.

3. Failure to successfully complete a Coaching or Performance Improvement Plan shall result in appropriate disciplinary action.

C. Preparation and Administration of Performance Evaluations

Performance evaluations will normally be completed by an employee's immediate supervisor/rater. Employees being evaluated due to an internal movement (e.g., promotion, demotion, transfer) shall be evaluated by the immediate supervisor at the end of the assessment period.

Employees shall be evaluated using the established and applicable performance evaluation form. Evaluation forms may be updated periodically and require supporting statements documenting the reasons for the selected rating in each section.

Supervisors and department directors are responsible for completing the forms on a timely basis. Signatures of the employee's supervisory chain of command up to the department director shall be obtained on the original form, prior to presenting to performance evaluation to the employee.

The rater shall discuss the performance evaluation with the employee being evaluated, reviewing the reasons for the selected rating in each section. Performance evaluations must be signed by the employee. Employee signature is an acknowledgement of the presentation and discussion of the performance evaluation and does not signify agreement or disagreement with the evaluation on the part of the employee. The employee shall be furnished with an official copy of the performance evaluation form, including all signatures.

The employee may record any comments he/she may have, including statements of disagreement with the evaluation in the comments section of the evaluation or on a separate document if desired. Such statements will become a permanent part of the evaluation and shall be submitted within five (5) calendar days of the performance evaluation being issued to the employee. Late submittals will not be considered.

An employee may appeal a performance evaluation to their department director by submitting a written memo outlining the areas of disagreement within five (5) calendar days of the performance evaluation being issued to the employee. Late appeals will not be considered. The decision of the department director will be final. No further appeals will be considered. Provisions of the City's grievance policy do not apply to performance evaluations.

Employee comments/statements and all documentation concerning the employees appeal will be retained with the original evaluation in the employee's personnel file.

The department is responsible for returning completed performance evaluations, and additional documents if applicable, to Human Resources on a timely basis.

6.6 Promotions

It is the policy of the City to employ and promote the most qualified individual available for any given position. Promotion from within the City is a desirable practice in that positions can be filled with individuals who are knowledgeable about the operations of the City and the orientation period is significantly shortened.

Vacancies in positions above the lowest rank in any category within the City personnel system shall be filled by the promotion of employees in City service when possible and practical.

When a vacancy is to be filled by promotion the following factors will be considered:

- A. Qualifications for the position (i.e., knowledge, skills, and abilities)
- B. Service record with the City
- C. Physical fitness (if appropriate to the position)

Drug Testing: The City must perform a Previous Drug and Alcohol Testing

records search for any employee who is to be promoted to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be allowed to be promoted to the DOT Safety Sensitive position.

Compensation: Upon promotion, the employee's pay rate shall be adjusted to either the minimum of the new pay grade or five (5%) percent higher, whichever is greater.

Performance Evaluations: Promoted employees shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the promotion. In addition, promoted employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. This review period is intended to evaluate the employee's performance in their new job classification, and is not considered an initial probationary period. Promoted employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is promoted prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to either return him/her to their previous job, or to reassign him/her to a position for which they are better qualified. The employee's rate of pay will be adjusted to that rate of pay prior to the promotion. If no appropriate position is available, however, the employee may be laid off or terminated.

6.7 Demotions

Demotion occurs when an employee is placed in a position with a lower pay grade. The employee must possess the necessary qualifications to perform the required duties of the position which he/she is demoted to. Demotions must be approved by the department director and City Manager. Demotions may occur in the following situations:

- A. When a position has been abolished or reclassified to a lower pay grade and the employee cannot be transferred to a position with a similar pay grade.

- B. When an employee requests being transferred to a position with a lower pay grade.
- C. When an employee has been determined to be physically unqualified to perform the duties of the position, based on a medical examination by a physician selected by the City.
- D. When an employee's supervisor has determined that he/she is not performing the duties of the job adequately. Regular employees shall be provided notice of the department director's intention to demote and the reasons for such action. The employee will be given the opportunity to respond to the department director's concerns within five (5) calendar days of receipt of the Intent to Demote letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee's department. Upon consideration of the employee's responses, the department director shall make his/her decision regarding the demotion.

Drug Testing: The City will perform a Previous Drug and Alcohol Testing records search for any employee who is to be demoted to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be eligible to be demoted to the DOT Safety Sensitive position.

Compensation: When an employee is demoted, his/her pay rate will be reduced five percent (5%) for each decrease in pay grade, up to a maximum reduction of fifteen percent (15%). If the employee was recently (within the previous 12 months) promoted and will be returning to their previous job classification, his/her pay rate shall be adjusted to the pay rate in effect immediately prior to the promotion. In no case shall an employee's salary fall below the minimum or above the maximum of the new pay grade.

Performance Evaluations: A demoted employee's annual evaluation performance date will be changed to the effective date of the demotion. The employee will receive performance evaluations at the same intervals as a new employee.

Unsatisfactory Performance: If for any reason, a demoted employee cannot or does not perform satisfactorily, he/she may be removed and either reassigned or terminated, if an appropriate position is not available.

6.8 Transfers

It is the City's policy to place employees in a job which their interests and those of the City are best served. Every reasonable effort to place employees in a job of their preference is made if there is an opening and they have the necessary qualifications. Whenever possible, an employee's wishes shall be respected.

Drug Testing: The City must perform a Previous Drug and Alcohol Testing records search for any employee who is to be transferred to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be eligible to be transferred to the DOT Safety Sensitive position.

Compensation: A transfer is when an employee moves from one position to another in the same pay grade. The employee's pay rate will not change.

Performance Evaluations: Transferred employees shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the transfer. In addition, transferred employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. Transferred employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is transferred prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to return him/her to a position for which they are better qualified. If no appropriate position is available, the employee may be laid off or terminated.

6.9 Position Reclassifications

A position reclassification is a change in an employee's job description which results in a significant increase or decrease in assigned duties and responsibilities of the position. Position reclassifications shall be approved by the City Manager.

Drug Testing: The City must perform a Previous Drug and Alcohol Testing

records search for any employee who is to be transferred to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be allowed to be promoted to the DOT Safety Sensitive position.

Compensation: If the reclassification is to a higher pay grade, the employee's rate of pay shall be adjusted to the minimum of the new pay grade or five (5%) percent higher, whichever is greater. If the reclassification is to a lower pay grade, the employee's rate of pay shall be adjusted to the average rate of pay of other employee's in the same or similar positions with similar years of experience.

Performance Evaluations: Employees who are in positions that have been reclassified shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the reclassification. In addition, reclassified employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. Reclassified employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is reclassified prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to reassign him/her to a position for which they are better qualified.

If no appropriate position is available, the employee may be laid off or terminated.

6.10 Termination of Employment

Employment with the City may end due to the following reasons:

A. Voluntary Resignation

Employees are expected to provide at least two (2) weeks written notice of resignation to their department director or the City Manager. Employees who do not give the required notice will not be eligible for re-hire except as approved by the City Manager. Once a resignation is submitted, the City has no obligation to allow rescission or change of effective date of the resignation, but may consider a request to rescind or change the resignation depending on the circumstances.

Employees reemployed with the City shall receive service credit upon reemployment for the period of prior service for purposes of years of service recognition as long as the employee is rehired within twelve (12) months of separation, but not for purposes of accruing future annual and sick leave. The previous annual and sick leave balances will not be reinstated.

B. Termination for Misconduct

“Misconduct” is considered to be a violation of a City policy, rule, or working instruction. It also includes acts of gross negligence or willful acts that are not in the best interest of the City. Typically, the City will attempt to provide a warning or reprimand in an attempt to avoid further misconduct, but does not guarantee a specific sequence of warnings and/or reprimands. Employees may be terminated for misconduct upon a first serious offense.

Regular employees shall be provided notice of the department director’s intention to terminate and reasons for such action. The employee will be immediately placed on Administrative Leave and will be given the opportunity to respond to the department director’s concerns within five (5) calendar days of receipt of the Intent to Terminate letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee’s department. Upon consideration of the employee’s responses, the department director shall make his/her decision regarding the termination issue.

Probationary, seasonal, part-time, and limited duration employees and volunteers may be terminated without notice or cause by the department director.

C. Termination for Poor Performance

An employee who does not meet performance standards in his/her job or who is no longer able to perform the job for any reason including, for example, loss of license or failure to maintain minimal job qualifications, may be terminated from employment. Prior to termination for poor performance, the City will typically attempt to assist the employee in improvement of performance or attempt to place the employee in a position in which he/she can perform, but does not guarantee that the employee will be retained. The termination process shall follow the process previously outlined in item B of this section.

D. Reduction In Force

The City may, because of lack of funds, lack of work, or other causes, be required to reduce the workforce in a department or division. If a reduction in force is required, the City will select those employees affected in an equitable and non-discriminatory manner in accordance with the criteria detailed below.

Within the affected work group, seasonal, part-time, and limited duration employees, followed by probationary employees will be terminated without recall rights prior to the layoff of regular employees. Management employees are at will and do not follow the reduction in force process.

Where two or more employees are of similar ability, length of service with the City and in the affected position, a lay off will be determined based on employee performance. The City may also retain certain employees without regard to length of service because of the employee's special knowledge, skill, training or experience.

If a regular employee is scheduled to be laid off, the employee may be offered another position for which he/she qualifies if a suitable vacancy exists, however, "bumping" is not allowed. The City Manager has the sole authority to approve or reject the request, and must further approve and confirm the names of all regular employees scheduled for layoff prior to the layoffs occurring.

Employees who are laid off shall have recall rights to their vacated positions for up to six (6) months, and will be recalled in the reverse order of layoff. An employee who is not recalled within six months of layoff will be considered terminated and will be eligible for re-hire should suitable position vacancies occur. An employee who declines recall will be considered to have voluntarily resigned as of the date he/she declined. Employees recalled will not be required to serve a new probationary period unless the position to which they are recalled is, in management's sole discretion, significantly different than the one they occupied at the time of lay-off.

Affected employees who are reemployed with the City within twelve (12) months shall receive service credit upon reemployment for the period of prior service for purposes of years of service recognition, and shall receive credit for years of service (longevity) for use in accruing future annual and sick leave. The previous annual and sick leave balances will not be reinstated.

E. Death

Separation shall be effective the date of an employee's death. All compensation due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by executed forms in the employee's personnel file.

F. Disability

The City of Clermont is committed to providing equal employment opportunities for individuals with disabilities in compliance with the Americans with Disabilities Act of 1990 (ADA) and all other applicable federal, state and local laws. All employment decisions are based on the employee's ability to perform essential job functions in accordance with the defined criteria, not the disability of the individual.

Upon request, employment procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the ADA. Reasonable accommodation may include, but is not limited to, modified work schedules, job restructuring, facility and equipment modification, job reassignment, etc. If the City is unable to provide a reasonable accommodation, or if the employee refuses to accept an offered accommodation, the employee may be separated from employment.

G. Retirement

Retirement is the voluntary separation of employment from the City upon the completion of a specific term of service and/or attainment of a certain age. Unless noted otherwise in the pension plan documents covering the employee, the normal retirement date for employees shall be the attainment of age sixty-two (62) and the completion of ten (10) years of service.

H. Eligibility for Re-Employment

An employee whose employment ends for any reason other than misconduct may re-apply for employment and be considered for vacancies for which he/she qualifies. Employees who are terminated, resign in lieu of termination for misconduct, or who fail to provide proper notice will not be considered for future employment with the City. While the past service for the City may be considered favorable experience, prior service does not grant any right of re-employment or preferential consideration.

6.11 Annual Physical Examinations

All police officers/firefighters are required to have an annual physical examination by December 31 of each year. The exam will include specific tests as approved by the Fire Chief and Police Chief respectively. The physical must be administered in accordance with the guidelines set forth in the City's Medical Examination Procedure.

All police officers/firefighters will be permitted leave with pay up to two (2) hours, upon approval of their department director to complete all components of the annual physical examination (when applicable). The specific results of the annual physical examination will not be made available to City management. However, in the case of firefighters, the physical examination provider must certify to the City that the firefighter is medically qualified to perform all functions of a firefighter, in accordance with the guidelines set forth by the National Fire Protection Association (NFPA) 1582. In the case of police officers, the physical examination provider must inform the City of medical conditions that could affect the individual performing as a police officer.

Refusal to complete all components of an annual physical examination shall be grounds for termination in accordance with the disciplinary action policy contained herein.

6.12 Employee Disciplinary Procedures

It shall be the duty of all employees to comply with and to assist in carrying into effect the City's rules and regulations, including employment and departmental policies and procedures. Employees should be made aware of the seriousness of violating regulations or actions that will necessitate disciplinary action.

A. Responsibilities

1. It is the duty of every employee to attempt to correct any faults in performance when called to the employee's attention and to make every effort to avoid conflict with the rules and regulations.
2. Supervisors are responsible for counseling employees when necessary in order to correct deficiencies and to avoid the need to exercise disciplinary action. Counseling is not considered discipline and is not subject to the grievance process. Counseling records are considered public records and shall be maintained in the employee's personnel file.

3. Discipline is an action initiated and administered when positive corrective measures designed to train or affect behavior changes are unsuccessful in attaining satisfactory employee performance; or action initiated and administered by supervisors when an employee commits a pronounced deviation regarding a rule, order, directive or procedure. Disciplinary actions become a permanent written record and are placed in the employee personnel file and may be considered during times when an increase in pay or advancement is to be determined. Discipline shall be, whenever needed, on an increasingly progressive nature in the form of reprimand, suspension, demotion, transfer or termination. Discipline shall correspond to the offense.

Probationary employees, seasonal, part-time, limited duration, volunteers and management employees do not have rights under the City's Grievances policy and procedures.

B. Grounds for Action and Types of Disciplinary Action

It shall be the duty of each employee to maintain high standards of conduct, cooperation, efficiency and economy in their work for the City. Whenever work habits, attitude, production or the personal conduct of any employee falls below a desirable standard, supervisors should point out the deficiencies at the time they are observed. Corrections and suggestions should be presented in a constructive and helpful manner in an effort to elicit the cooperation and goodwill of the employee. Supervisors shall assist employees in gaining capability through on-the-job training as required.

While it would be impossible to list all employee actions for which disciplinary action is warranted, the following list includes basic infractions and suggested disciplinary actions to be taken. In no way is the list meant to be all-inclusive, and appropriate disciplinary action may be taken for other unlisted employee actions. The disciplinary actions noted in this section are intended to be used as a guide; therefore, more severe or less severe disciplinary action may be taken based on the circumstances.

The severity of the violation determines whether Progressive or Non-Progressive Corrective Action is appropriate. Violations under the category of Misconduct usually result in Progressive Corrective Action, whereas those under the category of Serious Misconduct may result in Non-Progressive Corrective Action (suspension without pay, involuntary demotion, or termination of employment). Provided, however, depending on the severity of the violation, a violation classified as misconduct and/or serious misconduct may be grounds for immediate disciplinary action up to and including termination.

The levels of corrective action include the following, with disciplinary action starting at the level of a reprimand:

Reprimand
Suspension (without pay)
Demotion
Termination

1. Misconduct

The “misconduct” or “conduct” for which an employee may be subject to progressive corrective action is not limited to willful misconduct. Progressive Corrective Action may be imposed for any conduct which falls short of what an employer may reasonably expect and require of an employee.

Examples of misconduct for progressive corrective action which may begin at the counseling level includes, but is not limited to, the following:

- a. Tardiness.
- b. Discourtesy.
- c. Substandard performance.
- d. Creating or contributing to poor housekeeping.
- e. Inadvertent or isolated violation of departmental rules or standards of conduct (other than “serious” misconduct which results from a lack of good judgment).
- f. Violation of the City’s Dress and Appearance Policy or department related specific policy or procedure.

Examples of misconduct for progressive corrective action which may begin at the reprimand level includes, but not limited to, the following:

- g. Physical or verbal mistreatment of the public, internal or external customers
- h. Fighting on City premises or on City time
- i. Failure to immediately report a City vehicle crash or other incident, or damage (including work-related injuries or

illnesses) to a supervisor. (Immediately is defined as the same work shift or as feasibly possible or in the case of injury/illness as soon as one becomes aware).

- j. Trespassing.
- k. Intimidation or coercion.
- l. Engaging in personal work on City time.
- m. Engaging in horseplay on City premises or time.
- n. Improper job performance, lack of cooperation or loafing. Productivity is not up to required standards.
- o. Habitual tardiness or absenteeism.
- p. Violation of City's Smoking and Tobacco Use Policy.
- q. Abuse or misuse of City equipment or property, or intentional waste of material.
- r. Violation of telephone or communication device usage policy.
- s. Violation of Social Media Policy.
- t. Taking more than specified time for meals or break period.
- u. Unauthorized sleeping on duty.
- v. Making or publishing false, vicious or malicious statements concerning the City or any employee.
- w. Violation of the City's Solicitation Policy.
- x. Violation of the City's Safety Policy.
- y. Unauthorized posting, defacing or removal of notices on bulletin boards City property.
- z. Being absent for one (1) schedule work day or shift without notification or approved leave, failing to notify of intended absence in a timely fashion, or failing to report after a leave of absence has expired.

- aa. Failure to report for an overtime assignment without satisfactory reason.
- bb. Violation of the City's Harassment Policy.
- cc. Gambling on City time or at City work sites.

2. Serious Misconduct

Serious misconduct may result in non-progressive corrective action, including suspension without pay, involuntary demotion or termination. Examples of serious misconduct violations which may warrant non-progressive corrective action up to and including termination, includes but not limited to the following:

- a. Theft or dishonesty.
- b. Leaving the workplace without the specific permission of the supervisor, department director or City Manager.
- c. Failing to acquire or maintain competence or legal capacity to perform the duties required of the position, including maintaining a valid driver's license, registration or certification, when such license, registration or certification is required in the classification or the position description.
- d. Failure to complete the annual physical exam if required.
- e. Failure to report or call in to work for three (3) consecutive scheduled work days/shifts for eight (8), ten (10) and twelve (12) hour employees or two (2) consecutive scheduled work shifts for twenty-four (24) hour employees is considered job abandonment and grounds for termination.
- f. Exhibiting inefficiency, incompetence, irresponsibility, substandard job performance, or continued rendering of such after instruction and/or counseling.
- g. Demonstrating gross neglect of duty or a specific serious failure to perform assigned duties, including those that result from carelessness or gross neglect.

- h. Committing an act of insubordination, including the failure to obey any proper direction or an order given by a superior.
- i. Engaging in offensive conduct including rudeness, profanity or other conduct which disrupts the workplace.
- j. Committing harassment, including but not limited to sexual harassment, discriminatory in nature, or other prohibited harassment, towards another employee, customer, vendor, citizen, or any other person with whom the employee comes into contact as a result of employment.
- k. Engaging in or threatening to engage in a physical fight or engaging in a verbally abusive and/or intimidating confrontation with a supervisor, co-worker, or member of the public.
- l. Soliciting or taking for personal use a fee, gift, or other valuable object in the course of work, or in connection with it, when such fee, gift, or other valuable object so solicited or taken might be construed as receiving a favor or obtaining better treatment than that extended to other persons, either on a present or future basis.
- m. Attempting to use one's City position, City property or resource in order to affect any term or condition of employment, or to receive any type of preferential treatment/benefit for themselves or others which would otherwise not be afforded.
- n. Being dishonest, including but not limited to knowingly making false statements of misrepresentation in a matter of official City business, in the course of the employee's work, or dealing with customers.
- o. Making false claims, misrepresentations or omissions on behalf of oneself or another (deliberate or otherwise) to obtain employment, City provided benefits, workers' compensation benefits, or other payments or credits. This would include falsification of a record or making claims on City records including employment applications, time sheets, doctor's notes or other documents.

- p. Misappropriating City funds, property, services or personnel for his/her personal use, or illegally disposing of City property.
- q. Severely violating safety policies, procedures or regulations, including but not limited to performing unsafe acts and/or failing to enforce safety practice, wear and/or use safety equipment, immediately report a work-related personal injury or damage to property or equipment, or comply with safety policies, procedures, or regulations.
- r. Being at-fault in a significant traffic crash or other incident on the job that results in personal injury or injury to others.
- s. Being found to have drugs and/or alcohol present in one's system or in violation of the City's Drug Free Workplace Policy.
- t. Willful destruction, being careless or engaging in other behavior resulting in the loss or damage of City property, including but not limited to negligently operating a City owned or other vehicle used in the service of the City.
- u. Having unauthorized possession or use of City property or the property of a co-worker.
- v. Misusing the City purchasing or credit card and/or fuel card.
- w. Possessing unauthorized weapons or explosives on or in City owned or leased property, or during the course of performing one's job, including a concealed weapon unless authorized as part of the employee's job duty.
- x. Being committed or convicted of, or plead guilty or no contest to an act which constitutes a felony or misdemeanor having specific relevance to the duties of the employee's classification, or any felony, first degree misdemeanor or other serious crime including but not limited to DUI and DWI.
- y. Failing to immediately notify direct supervisor/management if the employee's valid Florida driver's license, as required by their job description, is denied, expired, suspended or revoked, or if ticketed for a

parking violation while operating a City vehicle, or a moving violation or red light camera ticket while operating a motor vehicle while conducting City business.

- z. If the employee is required to maintain a commercial driver's license (CDL), failure to immediately notify direct supervisor/management of all moving violations and red light camera ticket, except parking, regardless of the violation or type of vehicle driven at the time, on or off the job; or violation of any other driving related procedures.
- aa. Following an arrest of an unlawful act should there be credible knowledge that a City policy or standard of conduct was violated or admission made to the law violation, a conviction of a criminal offense, being indicted by a Grand Jury, and/or incarcerated.
- bb. Failing to immediately notify supervisor and/or management of arrests or convictions of a criminal offense, having been indicted by a Grand Jury, or incarcerated and/or charged with any unlawful act.
- cc. Knowingly and willfully modifying, using or accessing data, communications systems, program or supplies used or intended to be used in City computers, computer systems, communications systems, or network without the required approval, or any other violation of a City's telephone, email/internet, or communications device usage policies.
- dd. Disrupting, disturbing, or in any way interfering with an investigation, including but not limited to knowingly making false allegations, statements or misrepresentations during the course of an investigation, spreading false information concerning an investigation, or having inappropriately influenced (or attempted to) witnesses, potential witnesses or investigator(s).
- ee. Exhibiting actions or conduct, on or off the job, that could be detrimental to the City or City's operations, could affect performance of one's job, and/or could have a negative impact on the City, including the City's reputation (e.g., indecency or immoral conduct).
- ff. Violating any City (this or other) or departmental policy, procedure, rule, standard of conduct.

- gg. Violating Information Security Procedure
- hh. Failure to take action to address concerns/complaints
- ii. Failure to report a moving violation for employees whose job duties include driving as an essential function of their job.
- jj. Violating any other properly substantiated cause that is in the best interest of the City.

C. Intent of Disciplinary Action

1. It is intended that effective supervision and employee relations will avoid most matters which necessitate disciplinary action. The purpose of these rules and regulations, and disciplinary action for violations of such rules and regulations is not intended to restrict the rights of anyone, but to ensure the rights of all and to secure cooperation and order throughout City employment.
2. The severity of disciplinary action should be related to the gravity of the offense(s), the employee's record of disciplinary action, his/her length of service, and City policy in similar cases. Any adverse action taken must be for good cause, be consistent with other such actions taken by the City and be fair and equitable.
3. The following provisions shall govern disciplinary actions affecting employees in the City service. A department director, subject to the appeal rights of the regular employee as stated herein, shall have the following alternatives for disciplinary action:

Counseling:

Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file. A counseling may be used for minor first offenses of tardiness, discourtesy, substandard performance, or other items as outlined in section 6.12 subsection B of this manual.

Reprimand:

Unless the incident, action or behavior of the employee is such as to

initially warrant a more severe type of disciplinary action, a reprimand shall usually be issued for first offenses. Depending upon the circumstances or seriousness of the offense, one additional reprimand may be given for repetition of the same type of offense. Reprimands should state the necessary corrective action and a warning that repeated offenses may lead to sterner measures. A copy should be filed in the employee's personnel records.

Suspension:

A department director may for disciplinary purposes, suspend without pay any employee under the department director's supervision for such length of time as is considered appropriate, but not to exceed thirty (30) work days/shifts in any twelve (12) month period.

- a. A written statement (Intent to Suspend) specifically setting forth reasons for and the length of time of such suspension shall be furnished to the affected employee. Notice of the charge or charges against the employee shall be specific and include the date, time, place, and nature of the violation or misconduct charged in sufficient detail to provide the employee an opportunity to prepare a response. Such notice shall be signed by the department director.
- b. An employee served with an intent to suspend notification will be given an opportunity to respond to the department director's notice upon receipt or within five (5) calendar days of receipt of the intent to suspend letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee's department. Upon completion of the meeting, the department director will make his/her final decision. If the employee's suspension is upheld, the employee will begin to serve the suspension the following scheduled shift.
- c. Upon proper hearing, the City Manager may require the department director to pay the employee who has been suspended for the number of days in excess of five (5) by which the effective date of the suspension preceded the notice. Otherwise, variance from this rule shall not affect the validity of the action.
- d. Notice of disciplinary action, including intent to suspend, against an employee shall be made by delivering a copy of such notice to the employee in person or by mailing a copy of such notice by certified mail to the last known address of the employee as reflected in the records of Human Resources.

- e. When court action, an investigation, or a trial on any charge(s) is pending against an employee and he/she is suspended, such suspension without pay may be extended by the department director until final court action is taken or disposition of the charge(s) has been made.

Demotion:

See section 6.7 Demotions for the processing of involuntary demotion.

Termination:

See section 6.10 Termination of Employment, subsections B and C for the processing of involuntary termination of employment.

6.13 Employee Grievance Procedure

It is the policy of the City that all employees shall be treated fairly and consistently in all matters related to their employment. When a regular employee feels that he/she has not been so treated, he/she shall have the right to present a grievance or appeal free from interference, restraint, coercion, discrimination, or reprisal. The employee shall be entitled to time off from his/her regular duties for the presentation of a grievance or appeal without loss of pay, vacation or other credits. Probationary employees, seasonal, part-time, limited duration, volunteers, and management employees do not have rights under the City's Grievances policy and procedures.

- A. The grievance process is to be used only to address actions affecting a term or condition of employment (i.e., formal disciplinary action is taken). A term or condition of employment is any adverse monetary action resulting from involuntary demotions, suspensions and termination, with the exception of layoffs or any changes in pay as a result of economic or budget conditions. Additionally, the grievance process does not apply to counseling, reprimand, coaching plan, performance improvement plan, performance evaluation/merit increase, transfer, leave of absences and modified duty requests.

- B. Procedure

The employee may request a hearing to grieve the decision of the department director to the City Manager within five (5) calendar days from the date of written notification (or postmarked date for mailed correspondence). The request must be in writing. The employee may have the grievance hearing before the City Manager in the presence

of the department director or any other person the City Manager may select.

1. If the employee does grieve to the City Manager, the City Manager will:
 - a. Within a reasonable time, grant a hearing to the employee and render a decision.
 - b. The decision of the City Manager may confirm, reverse, or modify the decision of the department director. The City Manager issues his/her decision in the form of a letter issued to the grievant.
2. The decision of the City Manager is final and shall not be appealed to the City Council. An employee cannot grieve to the City Council any act or decision of the department director or City Manager.

6.14 Modified Duty Assignment

If an employee is temporarily unable to perform the essential functions of his/her job due to a non-work related injury/illness, a written request for a modified duty assignment may be submitted. There shall be no modified duty status allowed unless, at the department director's sole discretion and in collaboration with Human Resources and the City Manager, it is determined that a necessary modified duty work opportunity exists within the department. In the event there are no modified duty work opportunities available in the department, the City Manager may approve modified duty status for work in other departments of the City.

If such an opportunity is available, the department director shall inform the employee in writing of any modified duty assignment(s) and the physical capabilities required for their performance.

Upon the request of the department director, the employee shall present this modified assignment information to the treating physician and obtain, at his/her expense, a written evaluation of the employee's capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the department director. The department's director reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the employee's current ability to perform the modified duties.

Any modified duty assignment shall be administered by the City, in accordance with applicable law, including but not limited to, the Americans

with Disabilities Act (ADA). Modified duty may be ended at the will of the City at any time, in accordance with applicable law, and shall not be subject to the grievance policy.

An employee performing a modified duty assignment will be paid only for time actually worked and at his/her regular straight time rate of pay. No additional or overtime hours may be worked when an employee is performing a modified duty assignment. Accumulated sick, vacation or compensatory leave may be used to make up for a loss of pay if the modified duty assignment is based on a schedule that is less than the hours worked by the employee in a regular pay period.

In the event an employee suffers an on-the-job illness or injury that is compensable under Workers' Compensation, he/she shall be given preference for a modified duty assignment over a member suffering a non-work related condition if there are insufficient necessary modified duty work opportunities available. The process for obtaining and granting such an assignment shall be the same as noted above.

6.15 Smoking and Tobacco Use

It is understood that smoking and other forms of tobacco use is a known hazard to the health of employees. In an effort to improve the health of employees and to decrease the costs associated with treating tobacco related illnesses, employees are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this policy.

6.16 Searches

There shall be no expectation of privacy related to City property including but not limited to City issued vehicles, phones, cell phones, desks, lockers, computers and e-mail. City supervisory and managerial employees have the right to enter or search City property with or without notice.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Ordinance No. 2021-004 <i>Final</i> <i>Hooks Street Offices Annex</i>		
Requested Action		
Recommend approval of Ordinance No. 2021-004		
Staff Report		
The applicant is requesting an annexation, small-scale comprehensive plan amendment and rezoning for the 9.31 +/- acre vacant parcel located on Hooks Street, and east of Sandhill View Boulevard to allow for a commercial and medical office development. The proposed project as designed will consist of two (2) one-story buildings with each building containing approximately 17,000 square feet of office space. The conceptual plan prepared by Germana Engineering, Inc, shows the layout of the proposed buildings and parking for the site. The annexation petition to the City; also included a request to change the future land use from Lake County Regional Commercial to Clermont Commercial designation. The proposed rezoning from Lake County "R-6" Urban Residential to Clermont C-2 General Commercial, which allows office and commercial development as a permitted use. The project will connect to City water and sewer, which has adequate capacity to service the development. The primary point of transportation access will be from Hooks Street. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the development. The Commercial Land Use allows a maximum development intensity of 0.25 Floor Area Ratio (FAR). The applicant has not requested any variances to the code for construction of the project. The property is contiguous to Clermont boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The adjacent parcel located to the east is within Clermont boundaries and zoned C-2 General Commercial, and located to the west is a parcel in Lake County and the zoning is R-6 Urban Residential. Lake Wilma borders the property on the south and Lowes is located to the north. Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-004 annexation and Ordinance No. 2021-05, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-06, rezoning the subject parcel to C-2 General Commercial zoning.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Staff Analysis Report	Staff Analysis Report.pdf	

2.	Ord 2021-004 - Hooks Street Medical Annexation (002.25.2021 V1) - R&F BL	Ord 2021-004 - Hooks Street Medical Annexation (002.25.2021 V1) - R&F BL.pdf
3.	Location Map	Location Map.pdf
4.	Final Hooks Street Medical Office Concept Layout - (REV 1)	Final Hooks Street Medical Office Concept Layout - (REV 1).pdf
5.	Annexation Application	Annexation Application.PDF
6.	Ordinance No. 2021-004 Legal AD	Ordinance No. 2021-004 Legal AD.pdf



CITY OF CLERMONT Staff Analysis Report

OWNER: Lena Mare Abbott Living Trust U/T/A

APPLICANT: Amit Pandy

PROJECT NAME: Hook Street Medical Offices

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment and rezoning of vacant parcel to allow for development of commercial and medical offices.

SIZE OF PARCEL: 9.31 acres +/- Alternate Key 2665815

LOCATION: Property is located on Hooks Street, and east of Sandhill view Road.

EXISTING ZONING: FROM: Lake County "R-6" Urban Residential
TO: City of Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: FROM: Lake County Regional Commercial
TO: City of Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment and rezoning for the 9.31 +/- acre vacant parcel located on Hooks Street, and east of Sandhill View Boulevard to allow for a commercial and medical office development. The proposed project as designed will consist of two (2) one-story buildings with each building containing approximately 17,000 square feet of office space. The conceptual plan prepared by Germana Engineering, Inc, shows the layout of the proposed buildings and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Regional Commercial to Clermont Commercial designation. The proposed rezoning from Lake County "R-6" Urban Residential to Clermont C-2 General Commercial, which allows office and commercial development as a permitted use. The project will connect to City water and sewer, which has adequate capacity to service the development. The primary point of transportation access will be from Hooks Street.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the development. The Commercial Land Use allows a maximum development intensity of 0.25 Floor Area Ratio (FAR). The applicant has not requested any variances to the code for construction of the project. The property is contiguous to Clermont boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The adjacent parcel located to the east is within Clermont boundaries and zoned C-2 General Commercial, and located to the west is a parcel in Lake County and the zoning is R-6 Urban Residential. Lake Wilma borders the property on the south and Lowes is located to the north.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-004 annexation and Ordinance No. 2021-05, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-06, rezoning the subject parcel to C-2 General Commercial zoning.





CITY OF CLERMONT
ORDINANCE NO. 2021-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

Tracts 36A and 36B, Section 29, Township 22 South, Range 26 East, according to the Plat of property of Lake Highlands Company, recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida.

LOCATION

Vacant parcel located on Hooks Street and
east of Sandhill View Boulevard
Alternate Key 2665815
9.31 +/- acres



CITY OF CLERMONT
ORDINANCE NO. 2021-004

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2021-004

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of March, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE NO. 2021-004

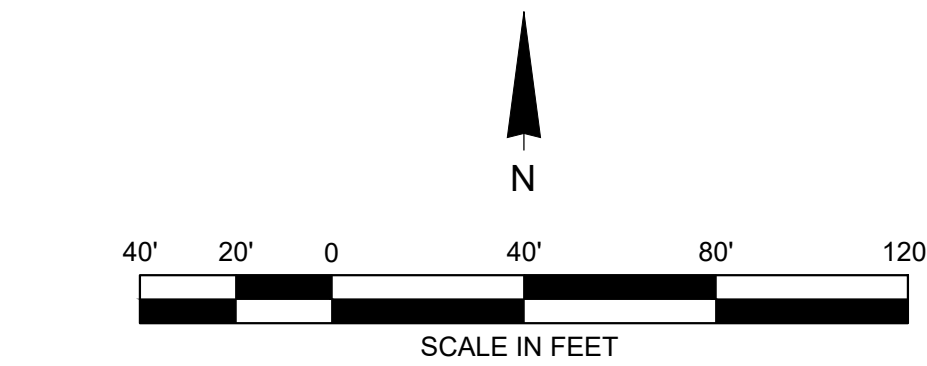
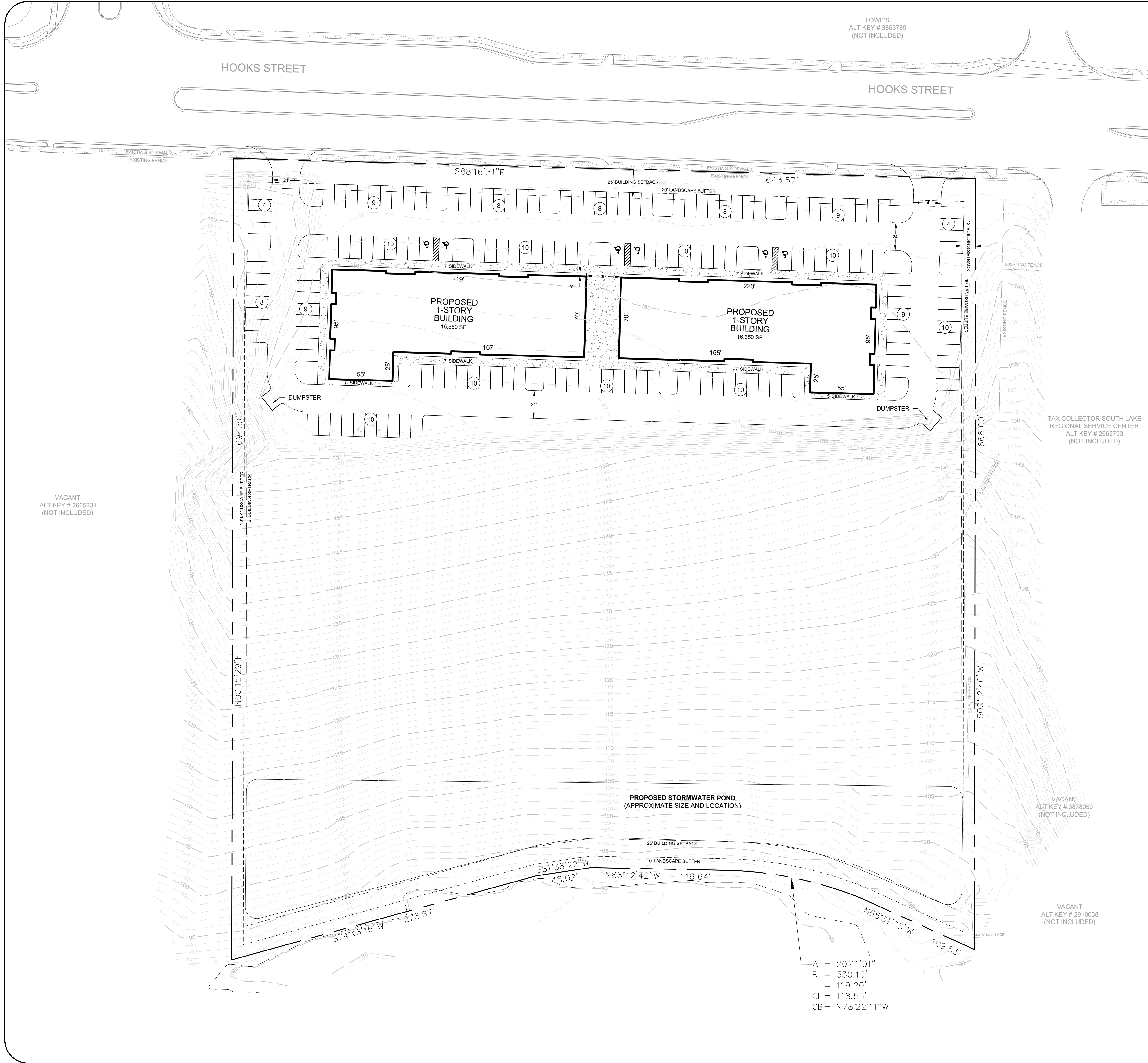
EXHIBIT A

Location map:



LOCATION MAP





SITE DATA

- 1. SITE AREA = 9.31 AC / 405,544 SF
- 2. SITE LOCATION
HOOKS STREET
CLERMONT, FLORIDA 34711
SECTION 09, TOWNSHIP 22 SOUTH, RANGE 26 EAST
- 3. SITE DESCRIPTION
TAX PARCEL: ALT KEY # 2665815
- 4. SITE REQUIREMENTS
IMPERVIOUS COVERAGE: 80% MAX.
HOOKS STREET BUILDING SETBACK: 25'
SIDE BUILDING SETBACKS: 12'
REAR BUILDING SETBACK: 25'
HOOKS STREET LANDSCAPE BUFFER: 20'
SIDE LANDSCAPE BUFFERS: 10'
REAR LANDSCAPE BUFFER: 10'
- 5. BUILDING DATA
USE TYPE: MEDICAL OFFICES/STORAGE
FINISHED FLOORS: VARY
DIMENSIONS: VARY

MEDICAL OFFICE BUILDING AREA: 33,230 SF

- 6. PARKING DATA
(1 SPACE / 200 SF)
MEDICAL OFFICE REQUIRED PARKING = 165 SPACES
PROVIDED PARKING = 166 SPACES
(151-200 SPACES PROVIDED)
REQUIRED HANDICAP PARKING = 6 SPACES
PROVIDED HANDICAP PARKING = 6 SPACES

LEGEND

- PROPERTY LINE
- 150- EXISTING CONTOURS
- LANDSCAPE BUFFER
- BUILDING SETBACK
- EXISTING FENCE

DATE

REVISIONS

No

CONCEPT SITE PLAN

HOOKS STREET MEDICAL OFFICE

GERMANA ENGINEERING AND ASSOCIATES, LLC
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
(352)242-9329
WWW.GERMANAENGINEERING.COM
CERTIFICATE OF AUTHORIZATION # 26219
COPYRIGHT © 2021

SCALE: 1" = 40'

DATE: 02-15-2021

SHEET

CONCEPT

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
02-15-2021
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
FIRM CERTIFICATE OF AUTHORIZATION # 29279



CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. X Application & Petition by the landowners for Annexation (pages 3 and 4).
2. X General application form (page 5).
3. X Authorization for agent/owner representation (page 6)
4. X LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. X Map showing general area of site for which Annexation is being requested.
6. X Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. 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 hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: 12-28-2020

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Hook Street Medical Offices

APPLICANT: Amit Pandey

Address: 106 Park Place Boulevard, Suite C

City: Davenport State: Florida Zip: 33837

Phone: _____ Fax: _____

Applicant is: Owner: ____ Agent: ____ Purchaser: X Lessee: ____ Optionee: ____

OWNER: Lena Mare Abbott Living Trust U/T/A 10/25/91

Address: 26529 Old Bellamy Rd

City: Hot Springs State: Florida Zip: 32643

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: Lake Wilma Rd, Clermont Fl, 34711
Directly North of Lake Wilma. Parcel #2665815

Area of property: 9.31 +/- acres, and/or 405,543.6 +/- sq. ft.

The _____ property

The property is PROPOSED to be used for: Medical Offices. Rezoned as C-2
General Commercial.



Existing Lake County Land Use* : Office

Existing Lake County Zoning* : R6 - Urban Residential District

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: N/A- No structures on the property

State the reason or basis for this request: Bring into the City for development of medical offices

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 29, Township 22, Range 26

LAKE HIGHLANDS 29-22-26 TRACTS 36A, 36B--LESS FROM E 1/4 COR
OF SEC RUN N 88-26-43 W ALONG N LINE OF SE 1/4 A DIST OF
1975.83 FT, S 0-13-07 W 15 FT TO NE COR OF TRACT 36A FOR
POB, CONT S 0-13-07 W 35.01 FT, N 88-26-43 W 643.64 FT TO
W'LY LINE OF LOT 36B, N 0-15-28 E 35.01 FT TO NW COR OF LOT
36B, S 88-26-43 E 643.62 FT TO POB FOR RD R/W--PB 2 PG 25
ORB 4959 PG 451

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



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 30 day of December, 2020

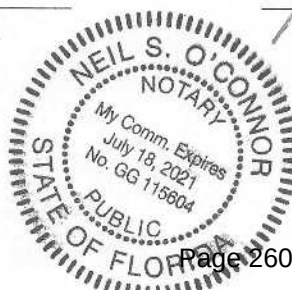
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Hugh A. Albett
Landowner (Petitioner)

12/30/20
Date

Neil O'Connor
Notary Public

July 18 2021
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

Before me, the undersigned authority personally appeared _____
_____ (owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:

3. That said authority (owner) has appointed (agent's name) _____
_____ to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X Hugh Abbott X _____
Owner (signature) Agent's (signature)

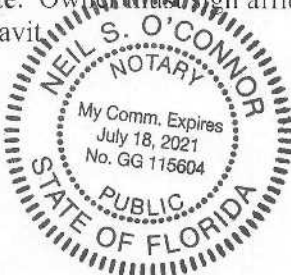
Sworn to and subscribed before
me this 30 day of December,
20 20.

Neil O'Connor
Notary Public, State of FL
My commission expires: July 18 2021

Sworn to and subscribed before
me this _____ day of _____,
20 ____.

Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2020 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
0922261300-36A-00000		2665815	0003

ABBOTT LENA M TRUSTEE
26529 OLD BELLAMY RD
HIGH SPRINGS, FL 32643

LAKE WILMA RD

LAKE HIGHLANDS 29-22-26 TRACTS 36A,
36B--LESS FROM E 1/4 COROF SEC RUN N
88-26-43 W ALONG N LINE OF SE 1/4 A
DIST OF 1975.83 FT, S 0-13-07 W 15
See Additional Legal on Tax Roll



PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	387,720	0	387,720	5.0327	1,951.28
AMBULANCE MSTU	387,720	0	387,720	0.4629	179.48
STORMWATER ROADS PARKS	387,720	0	387,720	0.4957	192.19
ENVIRON LAND PURCHASE	387,720	0	387,720	0.1100	42.65
FIRE MSTU	387,720	0	387,720	0.4704	182.38
PUBLIC SCHOOLS					
BY STATE LAW	387,720	0	387,720	3.7010	1,434.95
BY LOCAL BOARD	387,720	0	387,720	2.9980	1,162.38
ST JOHNS WATER MGMT	387,720	0	387,720	0.2287	88.67
LAKE CO WATER AUTH	387,720	0	387,720	0.3368	130.58
TOTAL:				13.8362	\$5,364.56

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F110 FIRE VACANT LAND		59.00
NON-AD VALOREM ASSESSMENTS:		\$59.00

COMBINED TAXES AND ASSESSMENTS: \$5,423.56

If Paid By	Nov 30, 2020
Please Pay	\$0.00

Paid 11/09/2020 Receipt # 2020-00147282 \$5,206.62

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2020 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

If Paid By	Nov 30, 2020
Please Pay	\$0.00

LAKE WILMA RD

ABBOTT LENA M TRUSTEE
26529 OLD BELLAMY RD
HIGH SPRINGS, FL 32643

LAKE HIGHLANDS 29-22-26 TRACTS 36A,
36B--LESS FROM E 1/4 COROF SEC RUN N
88-26-43 W ALONG N LINE OF SE 1/4 A DIST
OF 1975.83 FT, S 0-13-07 W 15
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
0922261300-36A-00000		2665815	0003

Paid 11/09/2020 Receipt # 2020-00147282 \$5,206.62



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed

Ordinance at the regularly scheduled meeting to be held Tuesday, March 9, 2021 at 6:30 P.M. (Introduction) and on Tuesday, March 23, 2021 at 6:30 P.M. (Final Adoption) at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY; ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LOCATION:

Vacant parcel located on Hooks Street and east of Sandhill View Blvd,
Alternate Key 2665815
9.31 +/- Acres

LEGAL DESCRIPTION

Tracts 36A and 36B, Section 29, Township 22 South, Range 26 East, according to the Plat of property of Lake Highlands Company, recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida.

Location Map:



This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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 will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Ordinance No. 2021-005 <i>Final</i> <i>Hooks Street Offices CPA</i>		
Requested Action		
Recommend approval of Ordinance No. 2021-005.		
Staff Report		
The applicant is requesting an annexation, small-scale comprehensive plan amendment and rezoning for the 9.31 +/- acre vacant parcel located on Hooks Street, and east of Sandhill View Boulevard to allow for a commercial and medical office development. The proposed project as designed will consist of two (2) one-story buildings with each building containing approximately 17,000 square feet of office space. The conceptual plan prepared by Germana Engineering, Inc, shows the layout of the proposed buildings and parking for the site. The annexation petition to the City; also included a request to change the future land use from Lake County Regional Commercial to Clermont Commercial designation. The proposed rezoning from Lake County "R-6" Urban Residential to Clermont C-2 General Commercial, which allows office and commercial development as a permitted use. The project will connect to City services, which has adequate capacity to service the proposed development. The primary point of transportation access will be from Hooks Street. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for development. The Commercial Land Use allows a maximum development intensity of 0.25 Floor Area Ratio (FAR). The applicant has not requested any variances to the code for construction of the project. The property is contiguous to Clermont boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The adjacent parcel located to the east is within Clermont boundaries and zoned C-2 General Commercial, and parcel to the west is located in Lake County and the zoning is R-6 Urban Residential. Lake Wilma borders the property on the south and Lowes is located to the north. Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-004 annexation and Ordinance No. 2021-005, changing the future land use to Commercial and approval of Ordinance No. 2021-006, rezoning the subject parcel to C-2 General Commercial zoning. <i>The Planning and Zoning Commission voted 5-2 to recommend approval of Ordinance No. 2021-005.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Staff Analysis Report	Staff Analysis Report.pdf	

2.	Ord 2021-005 CPA (03.03.2021 V2) - R&F BL	Ord 2021-005 CPA (03.03.2021 V2) - R&F BL.pdf
3.	Location Map	Location Map.pdf
4.	Future Land Use Maps	Future Land Use Maps.pdf
5.	Final Hooks Street Medical Office Concept Layout - (REV 1)	Final Hooks Street Medical Office Concept Layout - (REV 1).pdf
6.	Hooks Street Medical Offices_Scene 1 (West BLDG)	Hooks Street Medical Offices_Scene 1 (West BLDG).jpg
7.	Hooks Street Medical Offices_Scene 3 (East BLDG)	Hooks Street Medical Offices_Scene 3 (East BLDG).jpg
8.	Comprehensive Plan Amendment Application	Comprehensive Plan Amendment Application.PDF
9.	Ordinance No 2021-005 Legal AD	Ordinance No 2021-005 Legal AD.pdf



CITY OF CLERMONT Staff Analysis Report

OWNER: Lena Mare Abbott Living Trust U/T/A

APPLICANT: Amit Pandy

PROJECT NAME: Hook Street Medical Offices

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment and rezoning of vacant parcel to allow for development of commercial and medical offices.

SIZE OF PARCEL: 9.31 acres +/- Alternate Key 2665815

LOCATION: Property is located on Hooks Street, and east of Sandhill view Road.

EXISTING ZONING: FROM: Lake County "R-6" Urban Residential
TO: City of Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: FROM: Lake County Regional Commercial
TO: City of Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment and rezoning for the 9.31 +/- acre vacant parcel located on Hooks Street, and east of Sandhill View Boulevard to allow for a commercial and medical office development. The proposed project as designed will consist of two (2) one-story buildings with each building containing approximately 17,000 square feet of office space. The conceptual plan prepared by Germana Engineering, Inc, shows the layout of the proposed buildings and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Regional Commercial to Clermont Commercial designation. The proposed rezoning from Lake County "R-6" Urban Residential to Clermont C-2 General Commercial, which allows office and commercial development as a permitted use. The project will connect to City water and sewer, which has adequate capacity to service the development. The primary point of transportation access will be from Hooks Street.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the development. The Commercial Land Use allows a maximum development intensity of 0.25 Floor Area Ratio (FAR). The applicant has not requested any variances to the code for construction of the project. The property is contiguous to Clermont boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The adjacent parcel located to the east is within Clermont boundaries and zoned C-2 General Commercial, and located to the west is a parcel in Lake County and the zoning is R-6 Urban Residential. Lake Wilma borders the property on the south and Lowes is located to the north.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-004 annexation and Ordinance No. 2021-05, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-06, rezoning the subject parcel to C-2 General Commercial zoning.





CITY OF CLERMONT
ORDINANCE NO. 2021-005

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings to consider this amendment to the Future Land Use Map of the Comprehensive Plan and considered all written and oral comments, proposals and objections from the general public; and

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Tracts 36A and 36B, Section 29, Township 22 South, Range 26 East, according to the Plat of property of Lake Highlands Company, recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida. Site contains 9.31 +/- acres.

LOCATION

Vacant parcel located on Hooks Street and
east of Sandhill View Boulevard
Alternate Key 2665815
9.31 +/- acres



CITY OF CLERMONT
ORDINANCE NO. 2021-005

CHANGE IN FUTURE LAND USE DESIGNATION:
FROM: LAKE COUNTY REGIONAL COMMERCIAL
TO: CITY OF CLERMONT COMMERCIAL

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 4: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2021-005

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of March 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

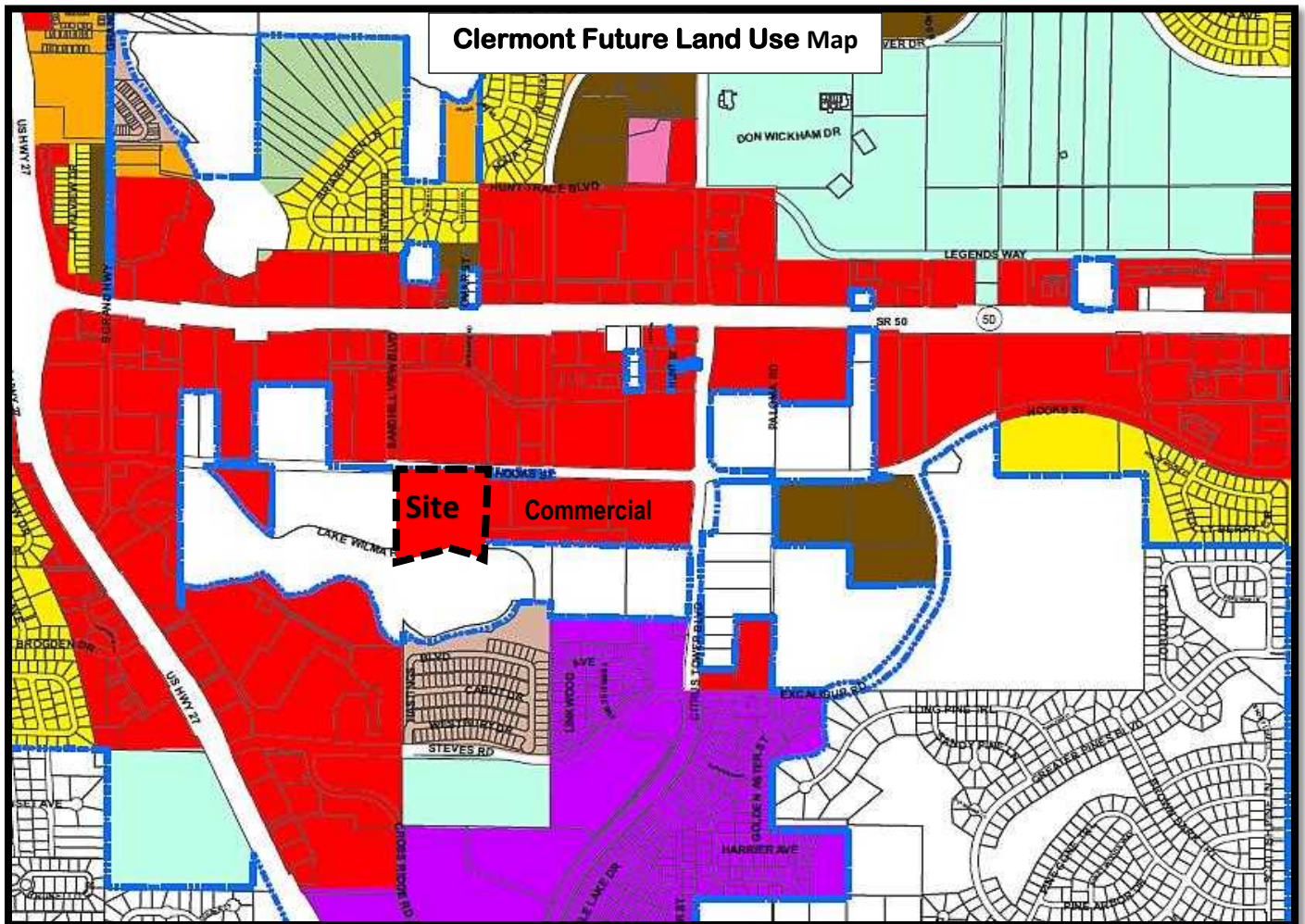
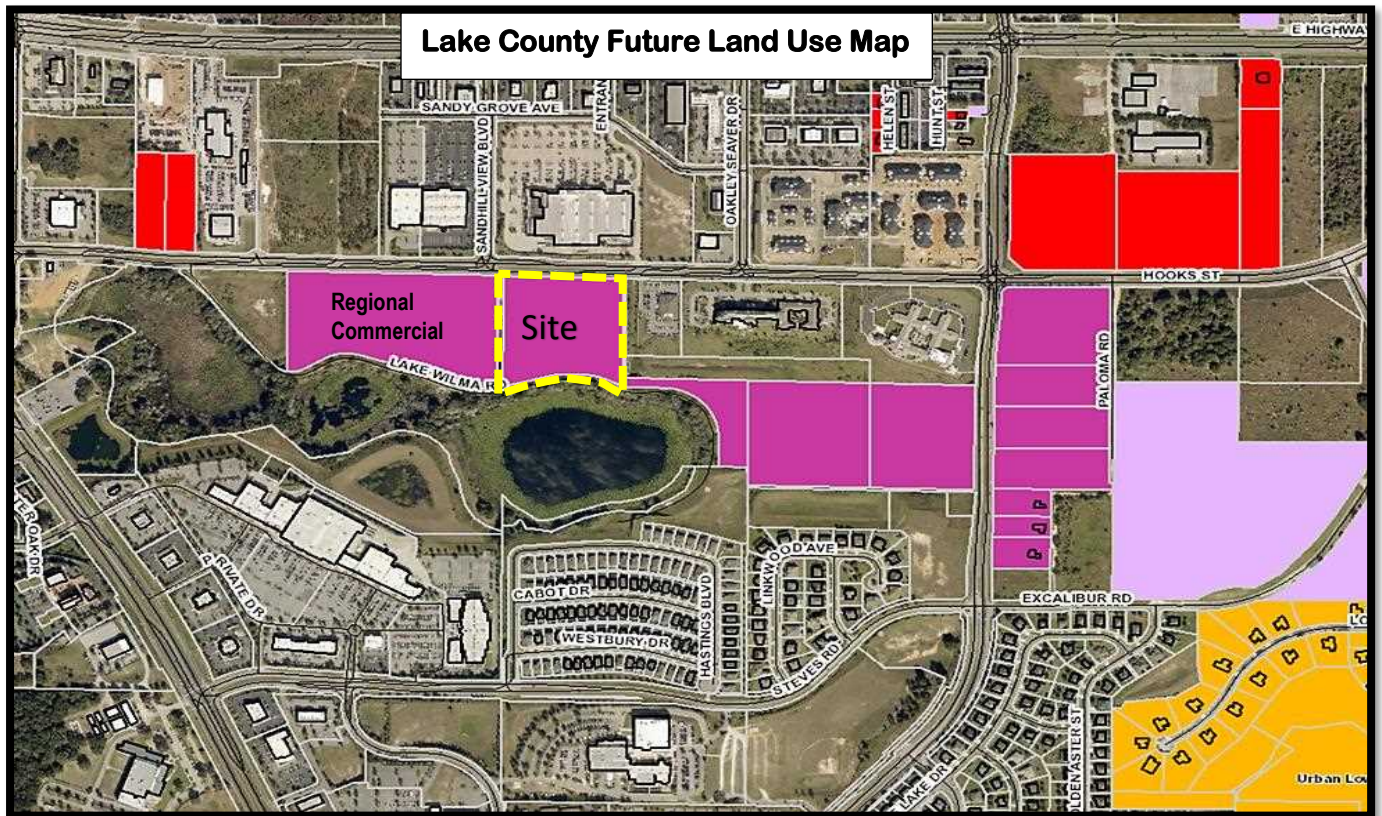
EXHIBIT A

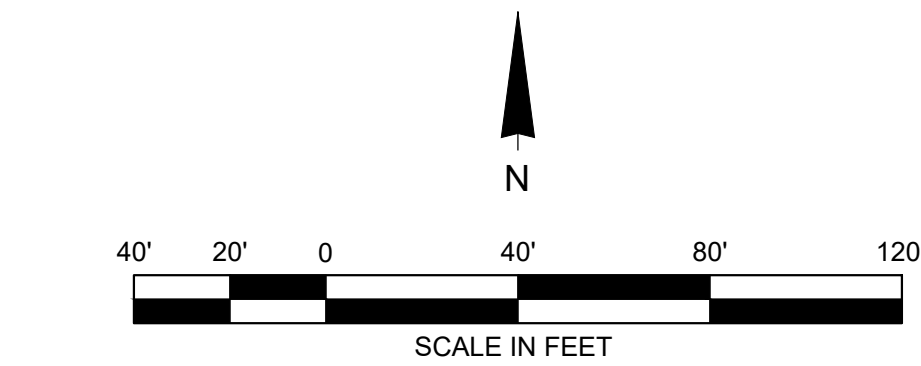
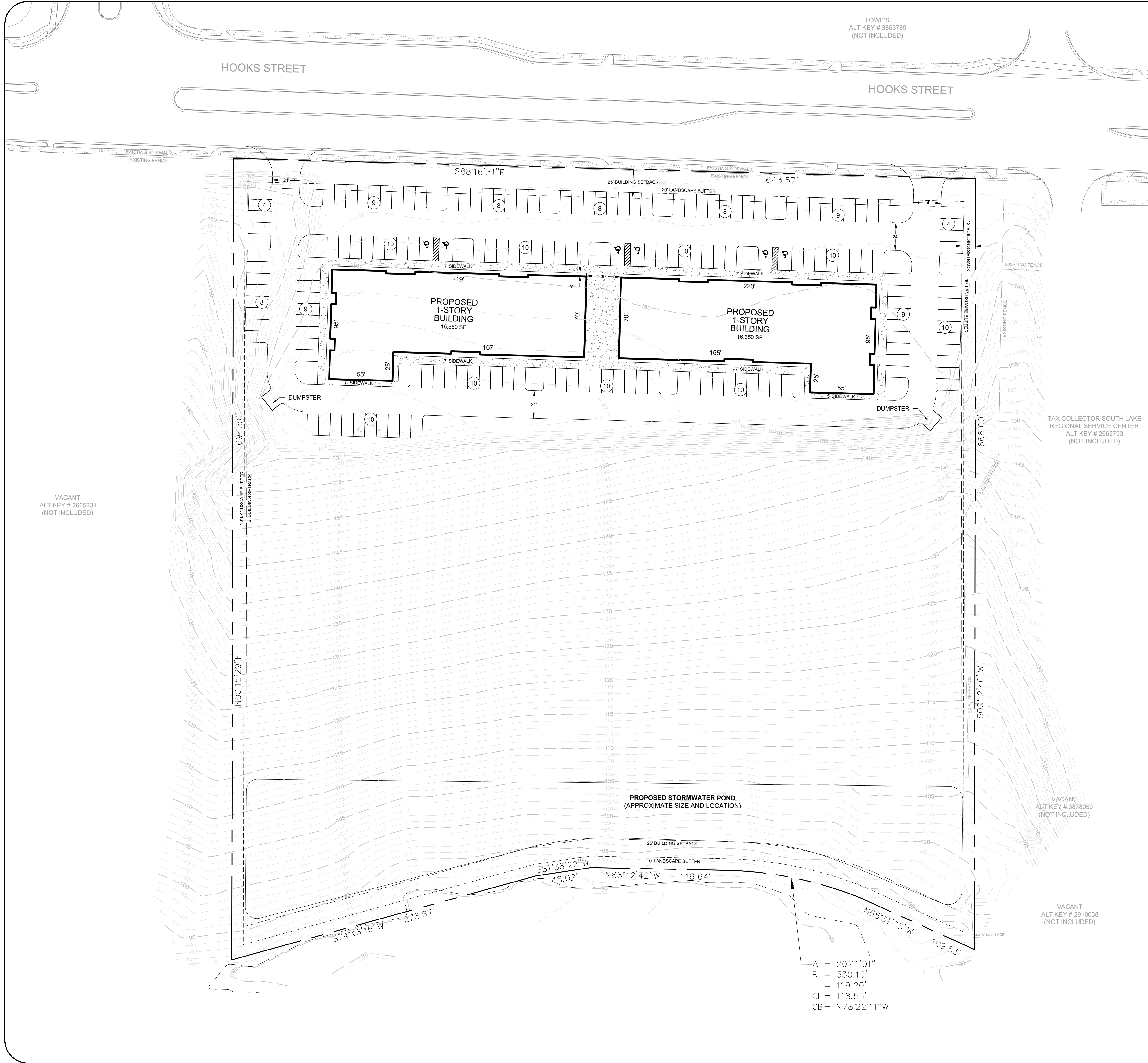
Location map:



LOCATION MAP







SITE DATA

- 1. SITE AREA = 9.31 AC / 405,544 SF
- 2. SITE LOCATION
HOOKS STREET
CLERMONT, FLORIDA 34711
SECTION 09, TOWNSHIP 22 SOUTH, RANGE 26 EAST
- 3. SITE DESCRIPTION
TAX PARCEL: ALT KEY # 2665815
- 4. SITE REQUIREMENTS
IMPERVIOUS COVERAGE: 80% MAX.
HOOKS STREET BUILDING SETBACK: 25'
SIDE BUILDING SETBACKS: 12'
REAR BUILDING SETBACK: 25'
HOOKS STREET LANDSCAPE BUFFER: 20'
SIDE LANDSCAPE BUFFERS: 10'
REAR LANDSCAPE BUFFER: 10'
- 5. BUILDING DATA
USE TYPE: MEDICAL OFFICES/STORAGE
FINISHED FLOORS: VARY
DIMENSIONS: VARY
MEDICAL OFFICE BUILDING AREA: 33,230 SF

- 6. PARKING DATA
(1 SPACE / 200 SF)
MEDICAL OFFICE REQUIRED PARKING = 165 SPACES
PROVIDED PARKING = 166 SPACES
(151-200 SPACES PROVIDED)
REQUIRED HANDICAP PARKING = 6 SPACES
PROVIDED HANDICAP PARKING = 6 SPACES

LEGEND

- PROPERTY LINE
- 150- EXISTING CONTOURS
- LANDSCAPE BUFFER
- BUILDING SETBACK
- EXISTING FENCE

DATE

REVISIONS

No

CONCEPT SITE PLAN

HOOKS STREET MEDICAL OFFICE

GERMANA ENGINEERING AND ASSOCIATES, LLC
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
(352)242-9329
WWW.GERMANAENGINEERING.COM
CERTIFICATE NUMBER: 26219
COPYRIGHT © 2021

SCALE: 1" = 40'

DATE: 02-15-2021

SHEET

CONCEPT

PROJECT # GE0202020

CLERMONT, LAKE COUNTY

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
02-15-2021
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
FIRM CERTIFICATE OF AUTHORIZATION # 29279







CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments* and *Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



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.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org.
- Current survey and location map (acreage included)
- Signed owner affidavit (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)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 12-28-2020

FEE: \$755.00

Project Name (if applicable): Hook Street Medical Office

Applicant: Mr. Amit Pandey

Contact Person: Amit Pandey

Address: 106 Park Place Boulevard, Suite C

City: Davenport State: Florida Zip: 33837

Phone: 631-873-9459 Fax:

E-Mail: amitkpandey@gmail.com

OWNER: Lena Mare Abbott Living Trust U/T/A 10/25/91

Address: 26529 Old Bellamy Road

City: High Springs State: Florida Zip: 32643

Phone: Fax:

E-Mail:

General Location: Lake Wilma Rd, Clermont Florida 32643

Directly North of Lake Wilma. Parcel #2665815

Legal Description (include copy of survey): LAKE HIGHLANDS 29-22-26 TRACTS 36A, 36B--
LESS FROM E 1/4 COR OF SEC RUN N 88-26-43 W ALONG N LINE OF SE 1/4 A DIST OF
1975.83 FT, S 0-13-07 W 15 FT TO NE COR OF TRACT 36A FOR POB, CONT S 0-13-07 W 35.01
FT, N 88-26-43 W 643.64 FT TO W'LY LINE OF LOT 36B, N 0-15-28 E 35.01 FT TO NW COR OF
LOT 36B, S 88-26-43 E 643.62 FT TO POB FOR RD R/W--PB 2 PG 25 ORB 4959 PG 451

Property size (in acres or square feet): 9.31 Acres

Flood hazard area (yes) X and approx. acreage 0.03 Acres (no)

Existing (Actual) Land Use: Undeveloped

Existing Zoning: R6 - Urban Residential District

Existing Future Land Use: Office

Proposed Future Land Use: Commercial

Type of development proposed: Medical Offices



Proposed density (dwelling units/acre) or intensity: 0.64

Proposed Zoning District: C2 - General Commercial

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

*** * * * * NOTICE * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Hugh A. Abbott, Trustee

, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Office to Commercial for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Amit Pandey to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Hugh A. Abbott, Trustee

Owner Name (print)

X

Hugh A. Abbott
Owner Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 30 day of December, 2020.

X

Neil O'Connor
Notary Public, State of Florida at Large

My Commission Expires: July 18 2021



DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

2020 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
0922261300-36A-00000		2665815	0003

ABBOTT LENA M TRUSTEE
26529 OLD BELLAMY RD
HIGH SPRINGS, FL 32643

LAKE WILMA RD

LAKE HIGHLANDS 29-22-26 TRACTS 36A,
36B--LESS FROM E 1/4 COROF SEC RUN N
88-26-43 W ALONG N LINE OF SE 1/4 A
DIST OF 1975.83 FT, S 0-13-07 W 15
See Additional Legal on Tax Roll

* 1 + 2 6 6 5 8 1 5 + 2 0 2 0 *

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	387,720	0	387,720	5.0327	1,951.28
AMBULANCE MSTU	387,720	0	387,720	0.4629	179.48
STORMWATER ROADS PARKS	387,720	0	387,720	0.4957	192.19
ENVIRON LAND PURCHASE	387,720	0	387,720	0.1100	42.65
FIRE MSTU	387,720	0	387,720	0.4704	182.38
PUBLIC SCHOOLS					
BY STATE LAW	387,720	0	387,720	3.7010	1,434.95
BY LOCAL BOARD	387,720	0	387,720	2.9980	1,162.38
ST JOHNS WATER MGMT	387,720	0	387,720	0.2287	88.67
LAKE CO WATER AUTH	387,720	0	387,720	0.3368	130.58
TOTAL:				13.8362	\$5,364.56

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F110 FIRE VACANT LAND		59.00
NON-AD VALOREM ASSESSMENTS:		\$59.00

COMBINED TAXES AND ASSESSMENTS: \$5,423.56

If Paid By	Nov 30, 2020				
Please Pay	\$0.00				

Paid 11/09/2020 Receipt # 2020-00147282 \$5,206.62

DAVID W. JORDAN**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

LAKE COUNTY TAX COLLECTOR

2020 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

If Paid By	Nov 30, 2020				
Please Pay	\$0.00				

LAKE WILMA RD

ABBOTT LENA M TRUSTEE
26529 OLD BELLAMY RD
HIGH SPRINGS, FL 32643LAKE HIGHLANDS 29-22-26 TRACTS 36A,
36B--LESS FROM E 1/4 COROF SEC RUN N
88-26-43 W ALONG N LINE OF SE 1/4 A DIST
OF 1975.83 FT, S 0-13-07 W 15
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
0922261300-36A-00000		2665815	0003

Paid 11/09/2020 Receipt # 2020-00147282 \$5,206.62

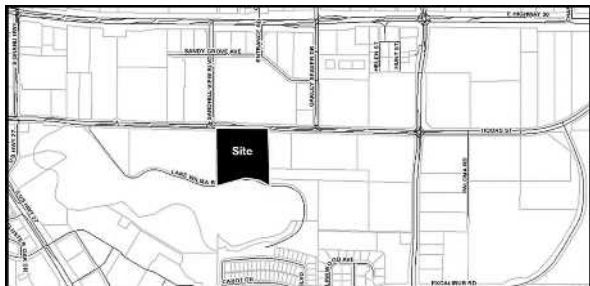


* 1 + 2 6 6 5 8 1 5 + 2 0 2 0 *

CITY OF CLERMONT NOTICE OF PROPOSED LAND USE CHANGE Small Scale Comprehensive Plan Amendment

ORDINANCE NO. 2021-005

The City of Clermont will hold public hearings regarding the proposed ordinance on Tuesday, March 2, 2021 at 6:30 P.M. before the Planning and Zoning Commission; and before the City Council on Tuesday, March 23, 2021 at 6:30 P.M. for the final reading and adoption. The map amendment would change the Future Land Use designation for the 9.31 +/- acre parcel below from Lake County Regional Commercial to City of Clermont Commercial. Alternate Key #2665815.



Location:

Vacant parcel located on Hooks Street and Sandhill View Blvd,
Alternate Key 2665815
9.31 +/- Acres

ORDINANCE NO. 2021-005

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

The public hearings will be held in the Council Chambers of City Hall, located at 685 W. Montrose Street, Clermont FL 34711 and are open to public comment. Please call (352) 241-7305 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 A.M. and 5 P.M. Monday through Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Ordinance No. 2021-006 <i>Final</i> <i>Hooks Street Offices Rezoning</i>		
Requested Action		
Recommend approval of Ordinance No. 2021-006.		
Staff Report		
The applicant is requesting an annexation, small-scale comprehensive plan amendment and rezoning for the 9.31 +/- acre vacant parcel located on Hooks Street, and east of Sandhill View Boulevard to allow for a commercial and medical office development. The proposed project as designed will consist of two (2) one-story buildings with each building containing approximately 17,000 square feet of office space. The conceptual plan prepared by Germana Engineering, Inc, shows the layout of the proposed buildings and parking for the site. The annexation petition to the City; also included a request to change the future land use from Lake County Regional Commercial to Clermont Commercial designation. The proposed rezoning from Lake County "R-6" Urban Residential to Clermont C-2 General Commercial, which allows office and commercial development as a permitted use. The project will connect to City water and sewer services, which has adequate capacity to service the proposed project. The primary point of transportation access will be from Hooks Street. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the development. The Commercial Land Use allows a maximum development intensity of 0.25 Floor Area Ratio (FAR). The applicant has not requested any variances to the code to construct the project. The property is contiguous to Clermont boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The adjacent parcel located to the east is within Clermont boundaries with C-2 General Commercial zoning, and located west of the property is a Lake County parcel with R-6 Urban Residential zoning. Lake Wilma borders the property on the south and Lowes is located to the north. Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-004 annexation and Ordinance No. 2021-005, changing the future land use to Commercial and approval of Ordinance No. 2021-006, rezoning the subject parcel to C-2 General Commercial zoning. <i>The Planning and Zoning Commission voted 5-2 to recommend approval of Ordinance No. 2021-006</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Staff Analysis Report	Staff Analysis Report.pdf
2. Ord 2021-006 - Hooks Street Medical Rezoning (2.18.2021) - R&F BL	Ord 2021-006 - Hooks Street Medical Rezoning (2.18.2021) - R&F BL.pdf
3. Location Map	Location Map.pdf
4. Zoning Maps	Zoning Maps.pdf
5. Final Hooks Street Medical Office Concept Layout - (REV 1)	Final Hooks Street Medical Office Concept Layout - (REV 1).pdf
6. Hooks Street Medical Offices_2D East BLDG	Hooks Street Medical Offices_2D East BLDG.jpg
7. Hooks Street Medical Offices_2D West BLDG	Hooks Street Medical Offices_2D West BLDG.jpg
8. RezoningApplication	RezoningApplication .PDF
9. Ordinance No 2021-006 Legal AD	Ordinance No 2021-006 Legal AD.pdf



CITY OF CLERMONT Staff Analysis Report

OWNER: Lena Mare Abbott Living Trust U/T/A

APPLICANT: Amit Pandy

PROJECT NAME: Hook Street Medical Offices

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment and rezoning of vacant parcel to allow for development of commercial and medical offices.

SIZE OF PARCEL: 9.31 acres +/- Alternate Key 2665815

LOCATION: Property is located on Hooks Street, and east of Sandhill view Road.

EXISTING ZONING: FROM: Lake County "R-6" Urban Residential
TO: City of Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: FROM: Lake County Regional Commercial
TO: City of Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment and rezoning for the 9.31 +/- acre vacant parcel located on Hooks Street, and east of Sandhill View Boulevard to allow for a commercial and medical office development. The proposed project as designed will consist of two (2) one-story buildings with each building containing approximately 17,000 square feet of office space. The conceptual plan prepared by Germana Engineering, Inc, shows the layout of the proposed buildings and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Regional Commercial to Clermont Commercial designation. The proposed rezoning from Lake County "R-6" Urban Residential to Clermont C-2 General Commercial, which allows office and commercial development as a permitted use. The project will connect to City water and sewer, which has adequate capacity to service the development. The primary point of transportation access will be from Hooks Street.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the development. The Commercial Land Use allows a maximum development intensity of 0.25 Floor Area Ratio (FAR). The applicant has not requested any variances to the code for construction of the project. The property is contiguous to Clermont boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The adjacent parcel located to the east is within Clermont boundaries and zoned C-2 General Commercial, and located to the west is a parcel in Lake County and the zoning is R-6 Urban Residential. Lake Wilma borders the property on the south and Lowes is located to the north.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-004 annexation and Ordinance No. 2021-05, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-06, rezoning the subject parcel to C-2 General Commercial zoning.





CITY OF CLERMONT
ORDINANCE NO. 2021-006

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

Tracts 36A and 36B, Section 29, Township 22 South, Range 26 East, according to the Plat of property of Lake Highlands Company, recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida.

LOCATION:

Vacant parcel located on Hooks Street and east of Sandhill View Blvd,
Alternate Key 2665815
9.31 +/- Acres

**FROM: Lake County “R-6” Urban Residential District
TO: Clermont “C-2” General Commercial District**

SECTION 2: CONFLICT

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3: SEVERABILITY

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: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.



CITY OF CLERMONT
ORDINANCE NO. 2021-006

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2021-006

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of March, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE NO. 2021-006

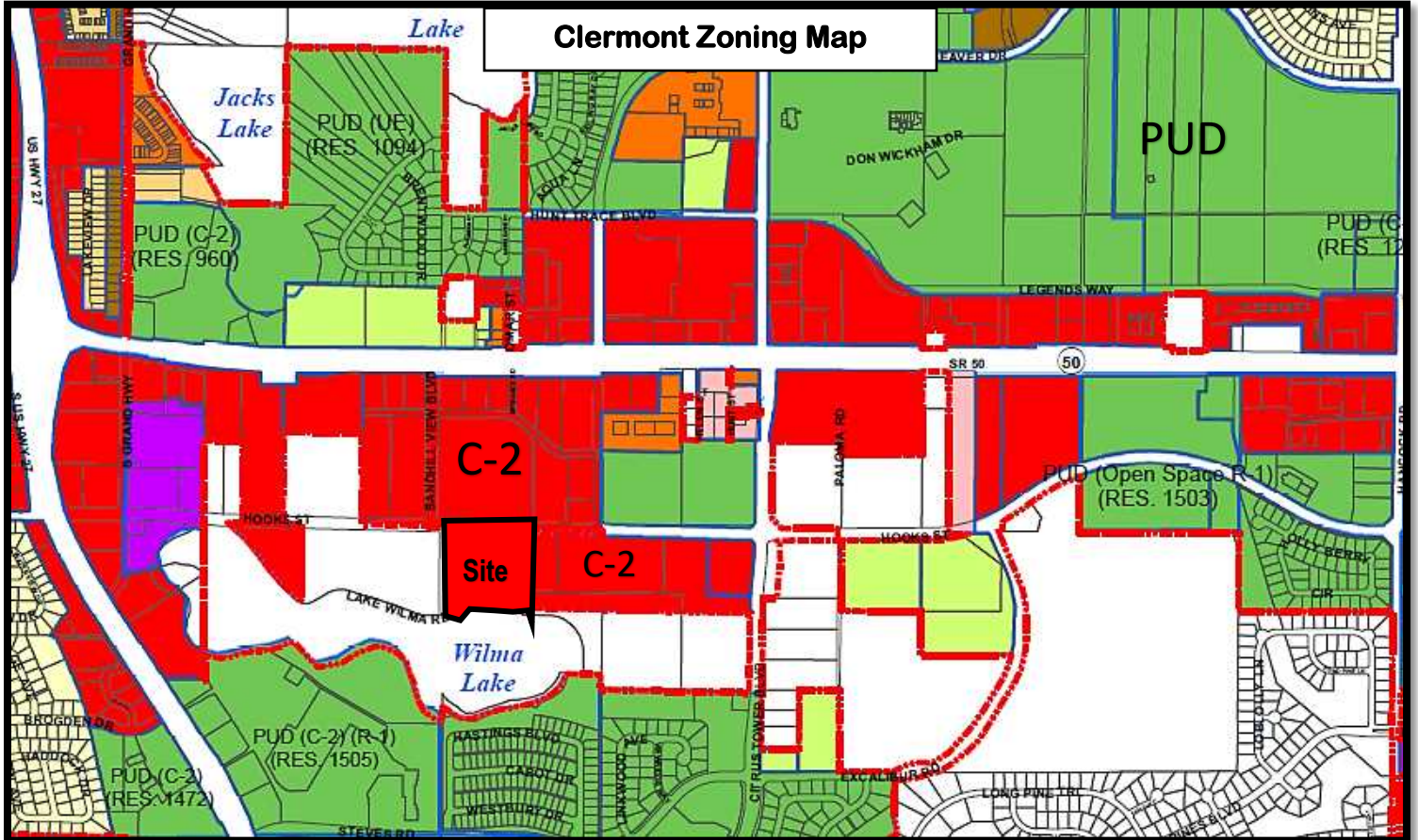
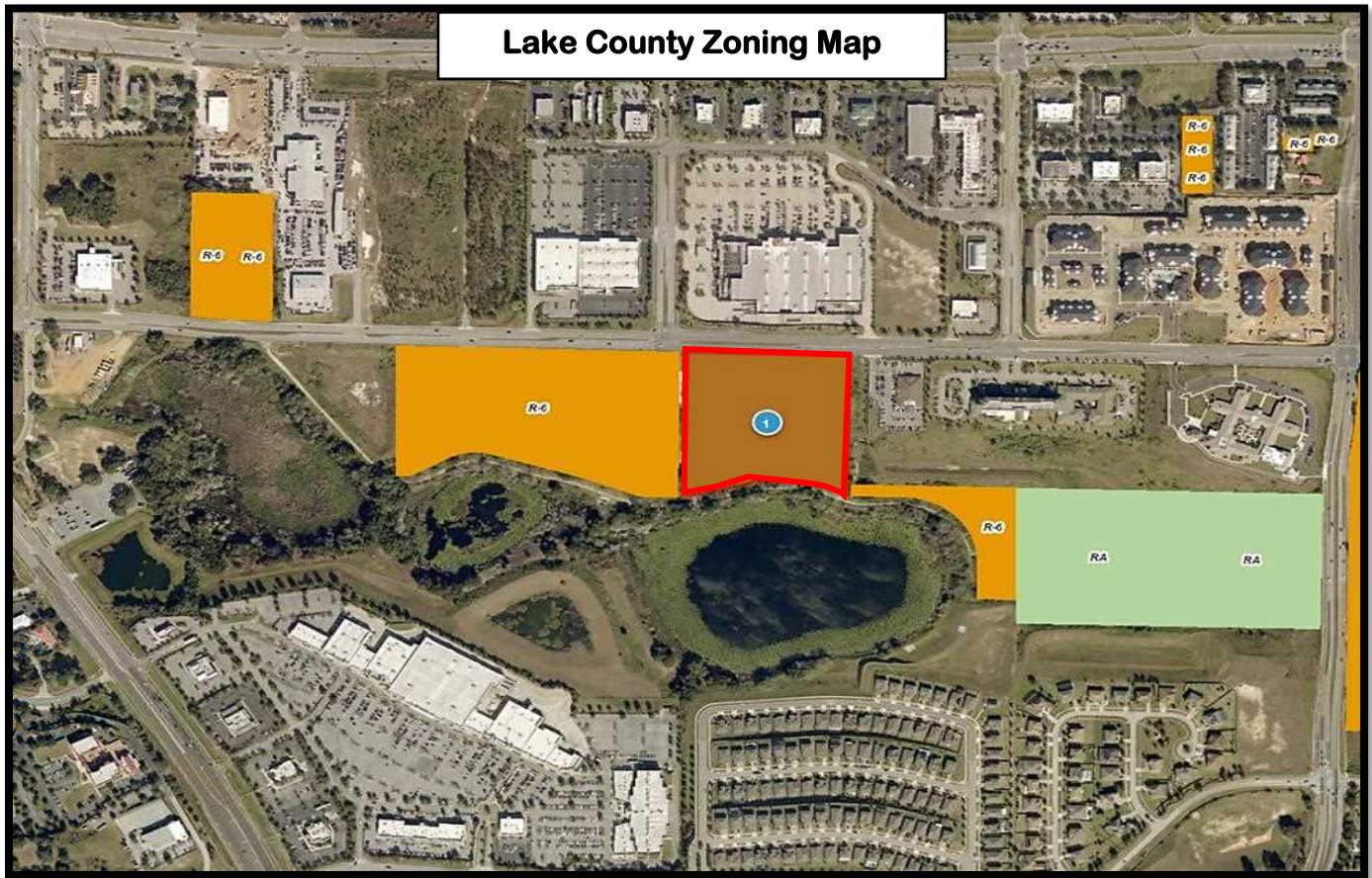
EXHIBIT A

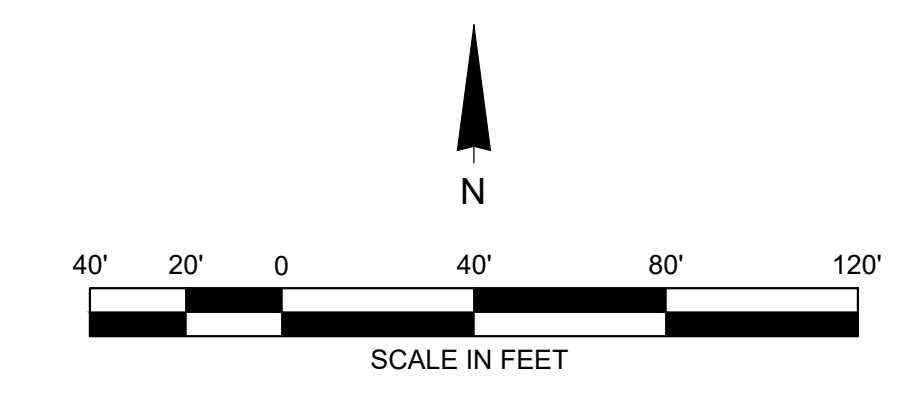
Location map:



LOCATION MAP







(1 SPACE / 200 SF)
MEDICAL OFFICE REQUIRED PARKING = 165 SPACES
PROVIDED PARKING = 166 SPACES
(151-200 SPACES PROVIDED)
REQUIRED HANDICAP PARKING = 6 SPACES
PROVIDED HANDICAP PARKING = 6 SPACES

 PROPERTY LINE
 EXISTING CONTOURS
 LANDSCAPE BUFFER
 BUILDING SETBACK
 EXISTING FENCE

HOOKS STREET
MEDICAL OFFICE

**GERMANA ENGINEERING
AND ASSOCIATES, LLC**
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
(352)424-9329
WWW.GERMANAENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER: 29279
COPYRIGHT © 2021

CLERMONT, LAKE COUNTY

PROJECT # GE0202020

DATE _____

REVISIONS

No.

SHEET

CONCEPT

DATE: 02-15-2021

SCALE: 1" = 40'

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
02-15-2021

CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
FIRM CERTIFICATE OF AUTHORIZATION # 29279







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 schedule 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 in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- 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 submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 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, plus the cost of traffic review, if necessary



CITY OF CLERMONT

REZONING

APPLICATION

DATE 12-28-2020		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Hook Street Medical Offices			
Applicant Mr. Amit Pandey			
Contact Person Mr. Amit Pandey			
Address 106 Park Place Boulevard, Suite C	City Davenport	State Florida	Zip 33837
Telephone 631-873-9459	Fax		
Email amitkpandey@gmail.com			
OWNER INFORMATION			
Owner's Name Lena Mare Abbott Living Trust U/T/A 10/25/91			
Owner Address 26529 Old Bellamy Road	City High Spring	State Florida	Zip 32643
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property Lake Wilma Road	City Clermont	State Florida	Zip 34711
Legal Description (include copy of survey) LAKE HIGHLANDS 29-22-26 TRACTS 36A, 36B--LESS FROM E 1/4 COROF SEC RUN N 88-26-43 W ALONG N LINE OF SE 1/4 A DIST OF 1975.83 FT, S 0-13-07 W 15			
Acreage 9.31	Land Use (City verification required) Office		
Present Zoning (City verification required) R6- Urban	Proposed Zoning C2- General Commercial District		



CITY OF CLERMONT
REZONING
APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?
Proposed Medical Offices

Check box to indicate additional materials are provided via attachment. ☐

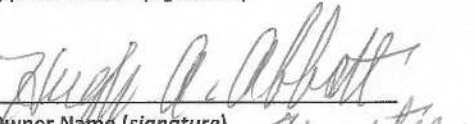
Amit Pandey

Applicant Name (print)

x 
Applicant Name (signature)

Hugh A. Abbott, Trustee

Owner Name (print)

x 
Owner Name (signature) Trustee

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

5/22/2020

LEGAL NOTICE

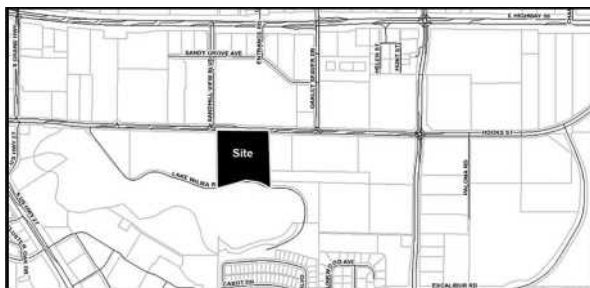
Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-006

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND, EFFECTIVE DATE.

LOCATION:

Vacant parcel located on Hooks Street and Sandhill View Blvd,
Alternate Key 2665815
9.31 +/- Acres



LEGAL DESCRIPTION

TRACTS 36A AND 36B, SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT OF PROPERTY OF LAKE HIGHLANDS COMPANY, RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

**From: Lake County "R-6" Urban Residential
To: Clermont "C-2" General Commercial District**

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, March 2, 2021 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the Clermont City Council on Tuesday, March 23, 2021 at 6:30 P.M. 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 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 meetings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Ordinance No. 2021-007 <i>Final</i> Withdrawn		
Requested Action		
Recommend approval of Ordinance No. 2021-007		
Staff Report		
City staff is proposing a land development code change to address the increase of solid waste within the Central Business District. The Master Plan investment in the Historic Downtown has created a wave of redevelopment. This redevelopment has created a surge of new restaurants and businesses that are in need of larger volume solid waste and recycling collection. Current City operations cannot provide the correct and timely collection of the new volume demands. Staff is proposing a modification to the solid waste ordinance that will define and specify what amount of weekly solid waste will be collected by City forces and what amount will require a dumpster or multiple dumpsters. Owners of higher volume solid waste and recycling businesses will be required to contract with a private service to receive the proper collection. Smaller volume businesses will still be collected by City forces once per week in line with current operations. During the site review process, any new business will be required to provide a plan for solid waste and recycling that will indicate expected volumes. Staff will then be able to provide guidance as to how the modified ordinance will apply and what requirements the businesses will need to follow. This proposed ordinance modification only applies to the downtown Central Business District area. Staff recommends approval of Ordinance No. 2021-007		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORDINANCE NO 2021-007	ORDINANCE NO 2021-007.pdf	

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10100738
Phone: (352) 241-7331
Date: 02/08/21
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	02/15/2021	03/08/2021	\$208.56

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

sion made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

ORDINANCE NO. 2021-007

Tracy Ackroyd Howe, MMC
City Clerk

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY FLORIDA, RELATED TO SOLID WASTE COLLECTIONS, AND AMENDING THE CODES OF ORDINANCES, CHAPTER 50 SOLID WASTE, ARTICLE II, COLLECTION AND DISPOSAL; ADDING SECTION 50-41; THE CLERMONT DOWNTOWN AND WATERFRONT REDEVELOPMENT AREA SOLID WASTE COLLECTION AND DISPOSAL; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIBERS ERROR, RECORDING, PUBLICATION, AND AN EFFECTIVE DATE.

Ad No: 10100738
February 15, 2021 &
March 08, 2021.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, March 2, 2021 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, March 23, 2021 at 6:30 P.M. for final enactment.

All meetings will be held in City Hall, first floor Council Chambers, located at 685 West Montrose Street, Clermont FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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

Payment Info	
Ad Price	\$208.56
Tax	\$0.00
Sub Total	\$208.56
Prepaid Amount	\$0.00
Balance Due	\$208.56



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Ordinance No. 2021-009 <i>Final Victory Pointe CPA</i>		
Requested Action		
Recommend approval of Ordinance No. 2021-009		
Staff Report		
This request is staff initiated to change the Future Land Use designation of subject parcel from Downtown Mixed Use and Low Density Residential to Parks Designation. This property is currently being used for the Downtown Master Stormwater Pond and Boat Ramp. The Parks Land Use designation will help to ensure the zoning and land use is consistent with the intent and purpose of the property. The map amendment will provide designated parcels of land to accommodate existing public parks and recreation areas as committed public open space areas for the community. This requested land use map amendment is being presented concurrently with a request to change the zoning from Central Business District (CBD) to Parks and Recreation. The total acreage for this Future Land Use Amendment is less then 10 acres, therefore will not require transmittal to the Florida Department of Economic Opportunity. The Clermont Comprehensive Plan goals is to ensure that the character, magnitude and location of land uses provide a system of orderly growth and development that achieves a balanced natural, physical and economic environment and enhances the quality of life for all residents. The designated Land Use Change would be in character with the overall intent of the Downtown Waterfront Redevelopment Master Plan. The Clermont Comprehensive Plan: Objective 1.4.1: Parks Land Use Category: The parks category is established to provide sufficient space for public and private parks that are open to the public for active and passive recreation use. The Future Land Use Map Amendment is consistent with the goals, objectives and policies of the Clermont Comprehensive Plan. Staff recommends approval of Ordinance No. 2021-009. <i>The Planning and Zoning Commission voted 7-0 to recommend approval of Ordinance No. 2021-009.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2021-009 - Victory Pointe Stormwater CPA (02.24.2021 V2)	Ord. 2021-009 - Victory Pointe Stormwater CPA (02.24.2021 V2).pdf	
2. Location Map	Location Map.pdf	
3. 2021-009 Before	2021-009 Before.pdf	

4.	2021-009 After	2021-009 After.pdf
5.	Ordinance No 2021-0009-AD	Ordinance No 2021-0009-AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2021-009

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont held public hearings to consider this amendment to the Future Land Use Map of the Comprehensive Plan and considered all written and oral comments, proposals and objections from the general public; and

NOW THEREFORE BE IT ORDAINED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

851 Victory Way and 1050 Victory Way
Alternate Keys 3883583, 2659874, 1616841, 1616832,
2749466, 1622620, 1622611 and 1622638
10.11 +/- acres

CHANGE IN FUTURE LAND USE DESIGNATION:

**FROM: DOWNTOWN MIXED USE, LOW DENSITY RESIDENTIAL, PARKS
TO: PARKS DESIGNATION**



CITY OF CLERMONT
ORDINANCE NO. 2021-009

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repeal.

SECTION 3: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2021-009

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of March 2021.

Tim Murry, Mayor

ATTEST:

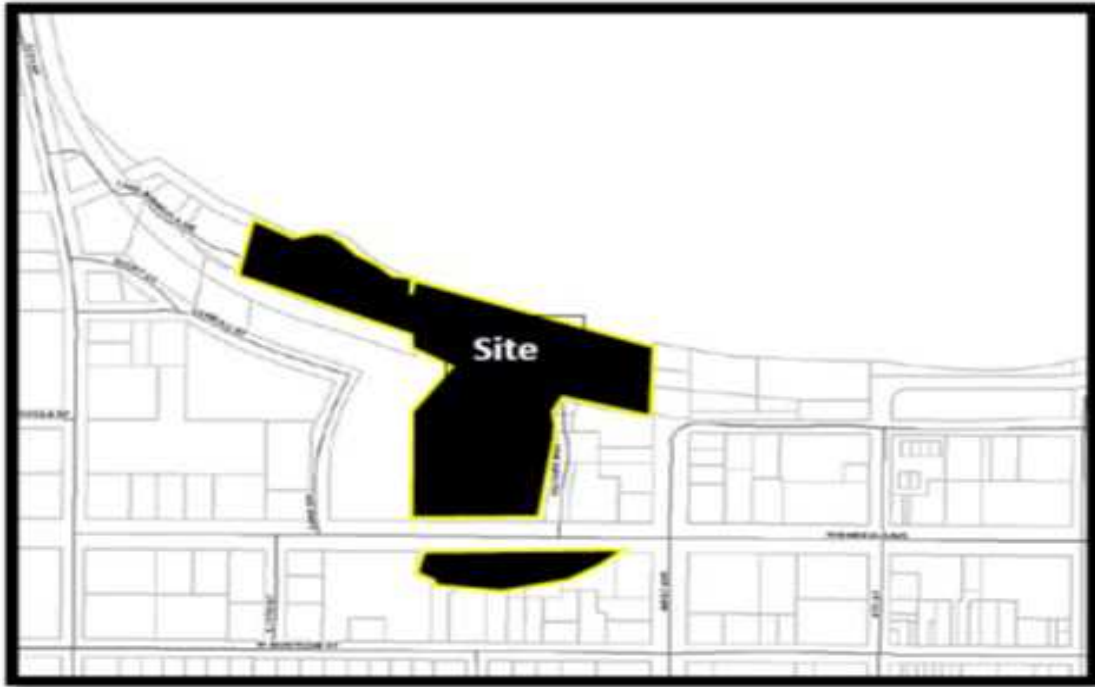
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

EXHIBIT A

Location Map:





Future Land Use
2021-009

Before

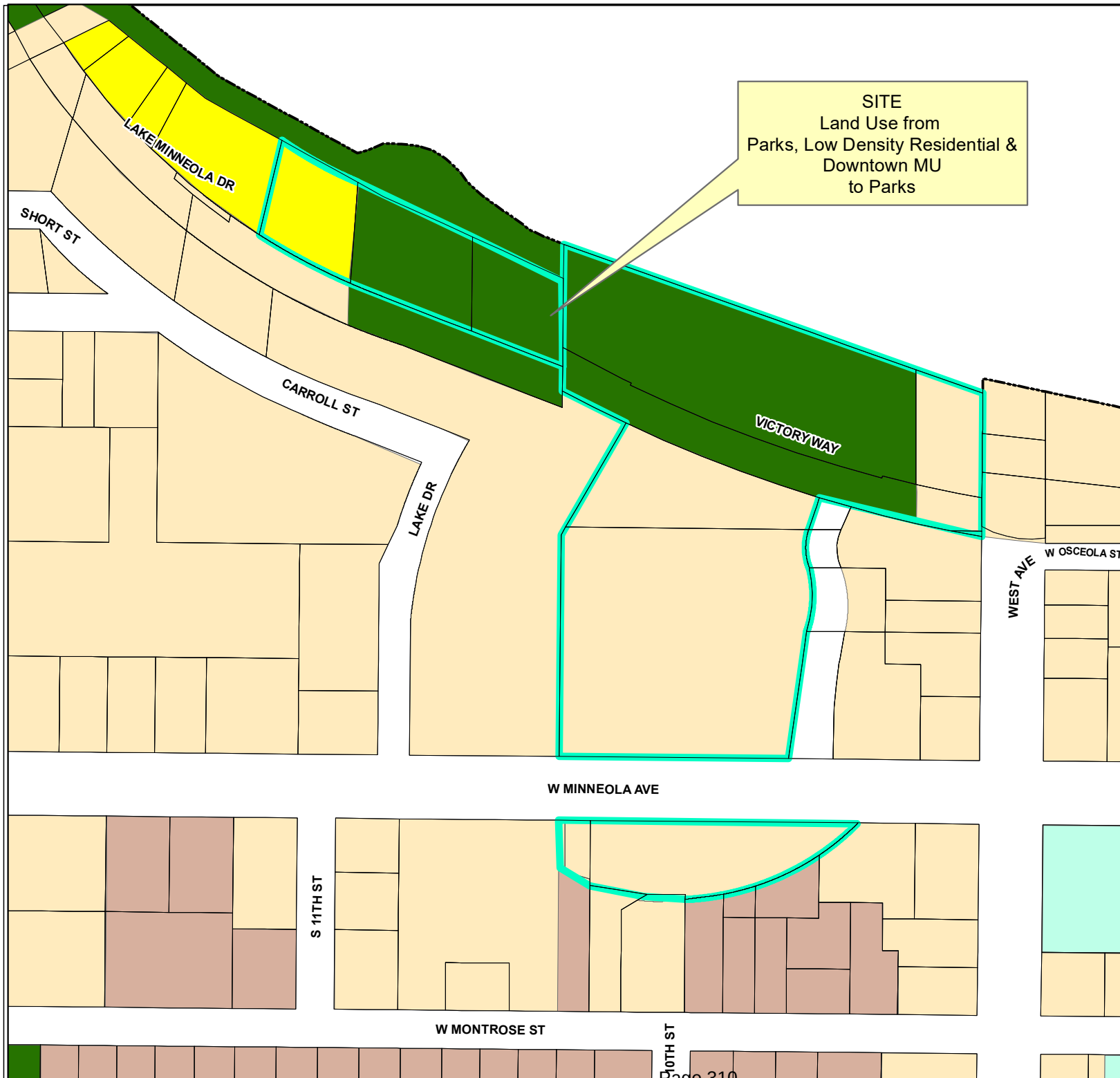
Legend

City Limits

Clermont FLU

Land Use

- Commercial
- Conservation
- Downtown MU
- High Density Residential
- Industrial
- Low Density Residential
- Master Planned Development
- Medium Density Residential
- Office
- Parks
- Public Fac/Institutional
- Residential/Office





Future Land Use
2021-009

After

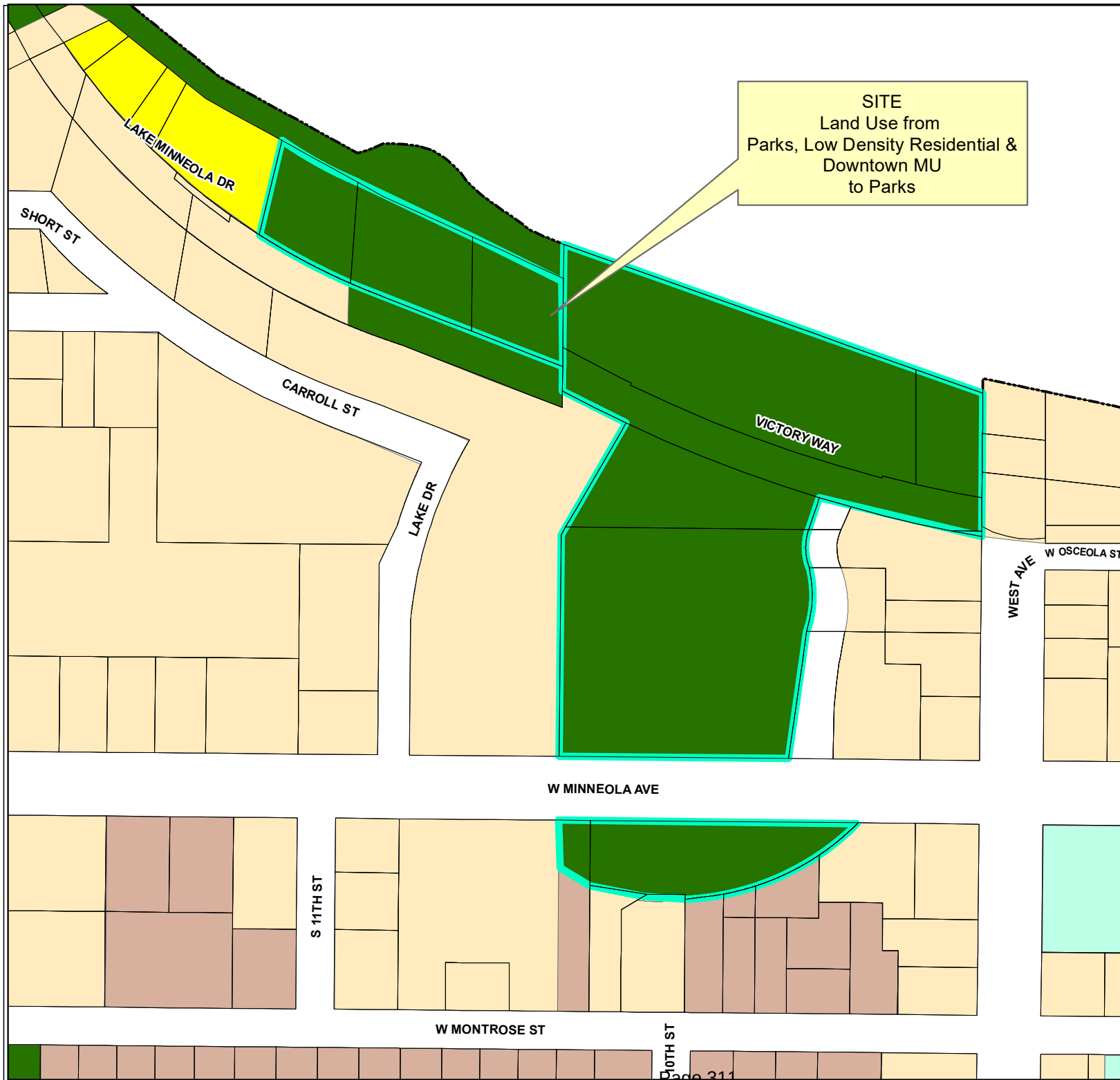
Legend

City Limits

Clermont FLU

Land Use

- Commercial
- Conservation
- Downtown MU
- High Density Residential
- Industrial
- Low Density Residential
- Master Planned Development
- Medium Density Residential
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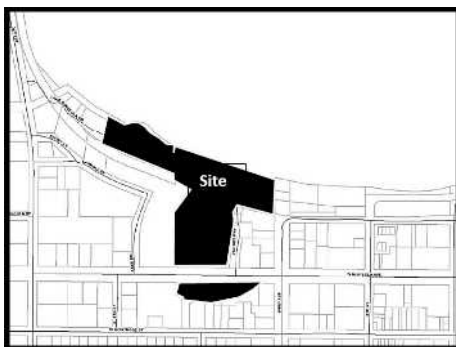
CITY OF CLERMONT NOTICE OF PROPOSED LAND USE CHANGE Large Scale Comprehensive Plan Amendment ORDINANCE NO. 2021-009

The City of Clermont will hold a public hearing regarding the proposed ordinance on Tuesday, March 2, 2021 at 6:30 P.M. before the Planning and Zoning Commission and before the Clermont City Council on Tuesday, March 23, 2021 at 6:30 P.M. for the final reading and adoption. The map amendment would change the Future Land Use (FLU) designation for the parcel below from Downtown Mixed Use to Parks Designation.

Location:

Victory Point Stormwater Site

851 Victory Way and 1050 Victory Way
Alternate Keys 3883583, 2659874, 1616841, 1616832,
2749466, 1622620, 1622611 and 1622638
10.11 +/- acres



ORDINANCE NO. 2021-009

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

The public hearings will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 241- 7305 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 A.M. and 5 P.M. Monday through Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC

City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Ordinance No. 2021-011 <i>Final Victory Pointe Rezoning</i>		
Requested Action		
Recommend approval of Ordinance No. 2021-011.		
Staff Report		
This request is staff initiated to change the Zoning of subject parcels from Central Business District, C-1 Light Commercial and R-3 Residential Professional to Parks and Recreation District. This property is currently being used for the Downtown Master Stormwater Pond and Boat Ramp and the rezoning of the property is to provide an accurate reflection of the intent and future vision of the property. The provisions of the Land Development Regulations, Section 122-28, classifies the Parks and Recreation zoning district purpose and intent is to designate and ensure that publicly owned properties are preserved for parks and open space for recreational purposes for the benefit of the residents and overall environment. The rezoning request is consistent with the intent of the goals, objectives and policies of the Clermont Comprehensive Plan. The availability of parks, open space and recreational facilities play a key role in establishing the quality of life for a community. The designated zoning would identify and create specific parcels of land that could only be used for active public or private recreational uses. Staff recommends approval of Ordinance No. 2021-011. <i>The Planning and Zoning Commission voted 7-0 to recommend approval of Ordinance No. 2021-011.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2021-011 - Victory Pointe Stormwater Rezoning (02.24.2021 V1)	ORD 2021-011 - Victory Pointe Stormwater Rezoning (02.24.2021 V1).pdf	
2. Location Map	Location Map.pdf	
3. 2021-011 Before	2021-011 Before.pdf	
4. 2021-011 After	2021-011 After.pdf	
5. Ordinance No 2021-011 AD	Ordinance No 2021-011 AD.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2021-011

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 CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, 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

ALT Key 3883583: WEST LAKE--LESS FROM SW COR OF LOT 1 BLK 114 RUN N 0-31-43 E ALONG W LINE OF SAID LOT 1 A DIST OF 159.95 FT FOR POB, CONT N 0-31-43 E 24.87 FT, N 90-0-0 E 100 FT TO W LINE OF E 10 FT OF TENTH ST, S 0-31-46 W ALONG SAID W LINE OF E 10 FT OF TENTH ST 9.86 FT TO A POINT ON S BOUNDARY OF WEST LAKE, SAID POINT BEING THE BEG OF A NON-TANGENT CURVE CONCAVE TO THE N, HAVING A RADIUS OF 415.92 FT, A CHORD BEARING OF S 86-59-24 W & A CHORD DIST OF 0.17 FT, THENCE LEAVING SAID W LINE OF E 10 FT OF TENTH ST RUN SW'LY ALONG SAID S BOUNDARY OF WEST LAKE & THE ARC OF SAID CURVE FOR A DIST OF 0.17 FT THRU A CENTRAL ANGLE OF 0-01-26 TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE N HAVING A RADIUS OF 242.96 FT, A CHORD BEARING OF S 89-09-43 W & A CHORD DIST OF 77.49 FT, THENCE RUN W'LY ALONG SAID S BOUNDARY OF WEST LAKE & THE ARC OF SAID CURVE FOR A DIST OF 77.83 FT THRU A CENTRAL ANGLE OF 18-21-06, THENCE RUN S 58-20-13 W 26.41 FT TO POB--FROM SW COR OF LOT 1 BLK 114 RUN N 0-31-43 E ALONG W LINE OF LOT 1 A DIST OF 159.95 FT, N 58-20-13 E 47.36 FT FOR POB, CONT N 58-20-13 E 14.79 FT, N 72-36-32 E 49.82 FT TO W LINE OF E 10 FT OF TENTH ST, S 0-31-46 W ALONG SAID W LINE OF E 10 FT OF TENTH ST A DIST OF 22.65 FT, S 90-0-0 W 59.91 FT TO POB, AND BEGINNING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 3 BLK 114 & THE SOUTH RIGHT OF WAY LINE OF WEST MINNEOLA AVENUE, RUN SOUTH 00-05-54 WEST ALONG THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 91.50 FEET, THENCE RUN NORTH 74-04-13 WEST 40.90 FEET, NORTH 00-31-23 WEST 80.28 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MINNEOLA AVENUE, THENCE NORTH 90-00-00 EAST ALONG SAID LINE 40.22 FEET TO THE POING OF BEGINNING ORB 5013 PG 1913 ORB 5365 PG 670

ALT Key 2659874: CLERMONT, PART OF UNNUMBERED BLK BOUNDED ON N BY RR R/W, ON S BY OSCEOLA ST, ON E BY W R/W OF WEST AVE, AND ON W BY W LINE OF SEC 24-22-25--LESS TRIANGULAR PARCEL DESC AS: BEG AT A PT ON S R/W OF RR & W LINE OF SEC 24 & RUN SE'LY ALONG SAID R/W 100 FT, SW'LY TO A PT ON W LINE OF SEC THAT IS 200 FT



CITY OF CLERMONT
ORDINANCE NO. 2021-011

S OF POB, N TO POB & LESS RR DEPOT ON COR OF WEST AVE & OSCEOLA STS & LESS FROM NE COR OF LOT 1 BLK 94, SAID POINT ALSO BEING INTERSECTION OF W R/W LINE OF WEST AVE & S R/W LINE OF OSCEOLA ST RUN N 89DEG 31MIN 40SEC W ALONG SAID S R/W LINE 215.69 FT TO A POINT ON THE ARC OF A CURVE BEING CONCAVE SW'LY, HAVING A RADIUS OF 245.84 FT & A CENTRAL ANGLE OF 01DEG 37MIN 57SEC, SAID POINT ALSO BEING THE E'LY R/W LINE OF A PROPOSED ST, RUN NW'LY ALONG THE ARC OF SAID CURVE & SAID E'LY R/W AN ARC DIST OF 7 FT, SAID ARC HAVING A CHORD BEARING OF N 14DEG 52MIN 50SEC W & A CHORD DIST OF 7 FT TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE E'LY HAVING A RADIUS OF 71 FT & A CENTRAL ANGLE OF 38DEG 39MIN 27SEC, RUN NE'LY ALONG THE ARC OF SAID CURVE & SAID R/W AN ARC DIST OF 47.90 FT, SAID ARC HAVING A CHORD BEARING OF N 00DEG 34MIN 34SEC E & A CHORD DIST OF 47 FT TO THE POINT OF TANGENCY, RUN N 19DEG 53MIN 43SEC E ALONG SAID R/W 6.62 FT TO N R/W LINE OF OSCEOLA ST & POB, CONT N 19DEG 53MIN 43SEC E 19.65 FT TO S'LY R/W LINE OF SEABOARD COASTLINE OF RR & THE POINT ON THE ARC OF A CURVE BEING CONCAVE SW'LY, HAVING A RADIUS OF 2749.69 FT & A CENTRAL ANGLE OF 01DEG 00MIN 03SEC, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE & SAID R/W LINE AN ARC DIST OF 48.03 FT, SAID ARC HAVING A CHORD BEARING OF N 72DEG 07MIN 11SEC W & A CHORD DIST OF 48.03 FT TO THE W'LY R/W OF PROPOSED ST, RUN S 19DEG 53MIN 43SEC W ALONG SAID W'LY R/W A DIST OF 24.59 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SE'LY, HAVING A RADIUS OF 119 FT & A CENTRAL ANGLE OF 04DEG 53MIN 15SEC, RUN ALONG THE ARC OF SAID CURVE & SAID R/W AN ARC DIST OF 10.15 FT, SAID ARC HAVING A CHORD BEARING OF S 17DEG 27MIN 06SEC W & A CHORD DIST OF 10.15 FT TO N R/W LINE OF OSCEOLA ST, S 89DEG 31MIN 40SEC E ALONG SAID R/W 50.44 FT TO POB PB 8 PGS 17-23 ORB 4696 PG 1065 ORB 4745 PG 1760

ALT Key 1616841: CLERMONT BEG ON W LINE OF SEC 24-22-25 WITH 25 FT NW'LY, MEASURED AT RIGHT ANGLES FROM CENTERLINE OF ACL RR R/W, THENCE SE'LY PARALLEL WITH SAID CENTERLINE OF RR R/W A DIST OF 174 FT, THENCE SW'LY AT RIGHT ANGLES FROM THE PRECEDING COURSE 3.50 FT TO A POINT 7.50 FT NW'LY MEASURED AT RIGHT ANGLE FROM CENTERLINE OF SAID RR R/W, THENCE SE'LY PARALLEL & CONCENTRIC WITH THE LAST MENTIONED CENTERLINE A DIST OF 300 FT, THENCE SE'LY 121 FT TO A POINT 7.70 FT NE'LY MEASURED AT RIGHT ANGLES FROM SAID LAST MENTIONED CENTERLINE, THENCE NE'LY 3.70 FT TO A POINT 25 FT NE'LY MEASURED RADially, FROM CENTERLINE OF SAID RR R/W, THENCE SE'LY, CONCENTRIC WITH THE CENTERLINE OF RR A 54 FT TO A POINT 100 FT W'LY FROM W LINE OF WEST AVE, IF PROJECTED NW'LY, THENCE NW'LY PARALLEL WITH SAID WEST AVE TO S BORDER OF LAKE MINNEOLA, THENCE W'LY ALONG THE MARGIN OF SAID LAKE 650 FT TO W LINE OF SAID SEC 24, S ALONG SAID W LINE 150 FT TO POB PB 8 PGS 17-23 ORB 1503 PG 262

ALT Key 2749466: THAT PART OF INACTIVE FORMER SCL RR R/W OF VARYING WIDTHS EXTENDING FROM CENTERLINE OF SECOND ST W'LY TO W SECTION LINE ORB 1452 PG 1088

ALT Key 1616832: CLERMONT BLOCK BOUNDED E BY WEST AVE, N BY LAKE MINNEOLA, W BY W LINE OF SEC 24, S'LY BY RR R/W --LESS PACKING HOUSE TRACT DESCRIBED IN ORB 395 PG 727--(PB 8 PGS 17-23) ORB 1996 PG 0359



CITY OF CLERMONT
ORDINANCE NO. 2021-011

ALT Key 1622611: CLERMONT, JOHNSON'S REPLAT LOTS 1, 2, 3, BLK 117 PB 8 PG 71 ORB 1503 PG 262

ALT Key 1622638: CLERMONT, JOHNSON'S REPLAT LOTS 8, 9, 10 BLK 117 PB 8 PG 71 ORB 4242 PG 928

ALT Key 1622620: CLERMONT, JOHNSON'S REPLAT LOTS 4 TO 7 INCL, BLK 117 PB 8 PG 71

REQUESTED ACTION – CHANGE THE ZONING

**FROM: Central Business District (CBD) and C-1 Light Commercial and
R-3- Residential/Professional District
TO: PR Parks and Recreation District**

SECTION 2: CONFLICT

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2021-011

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of March, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

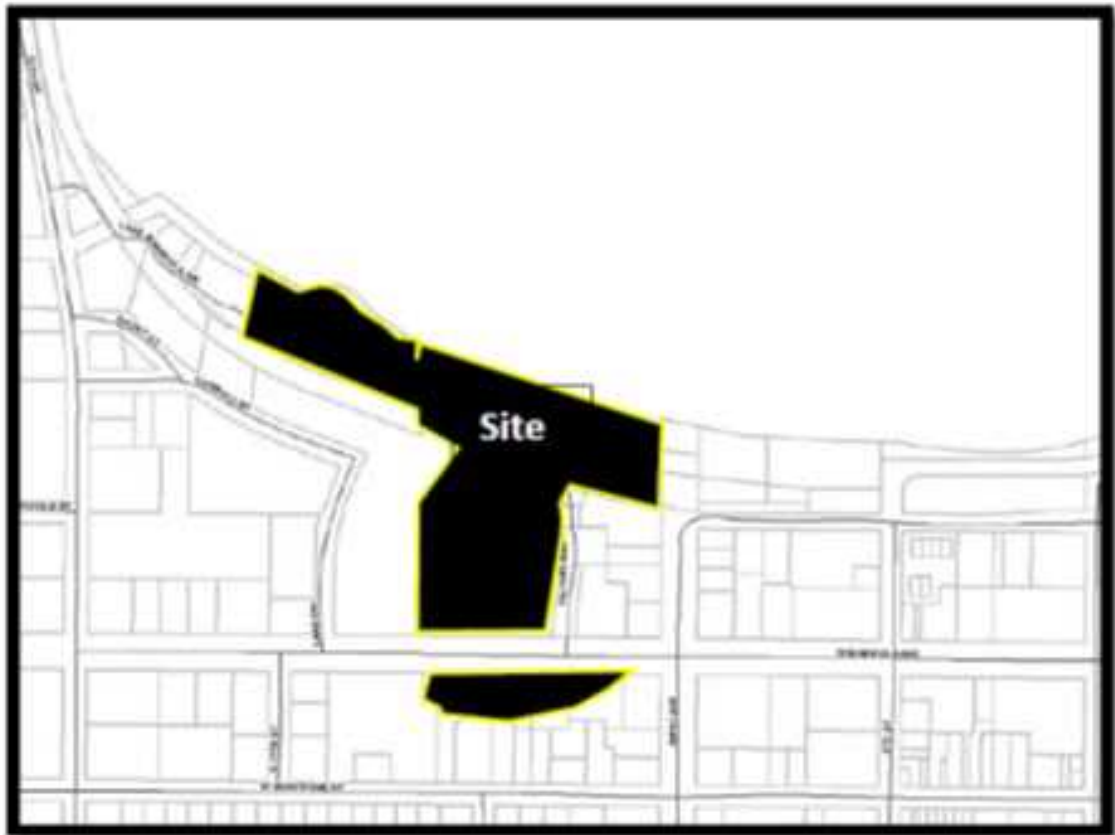
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

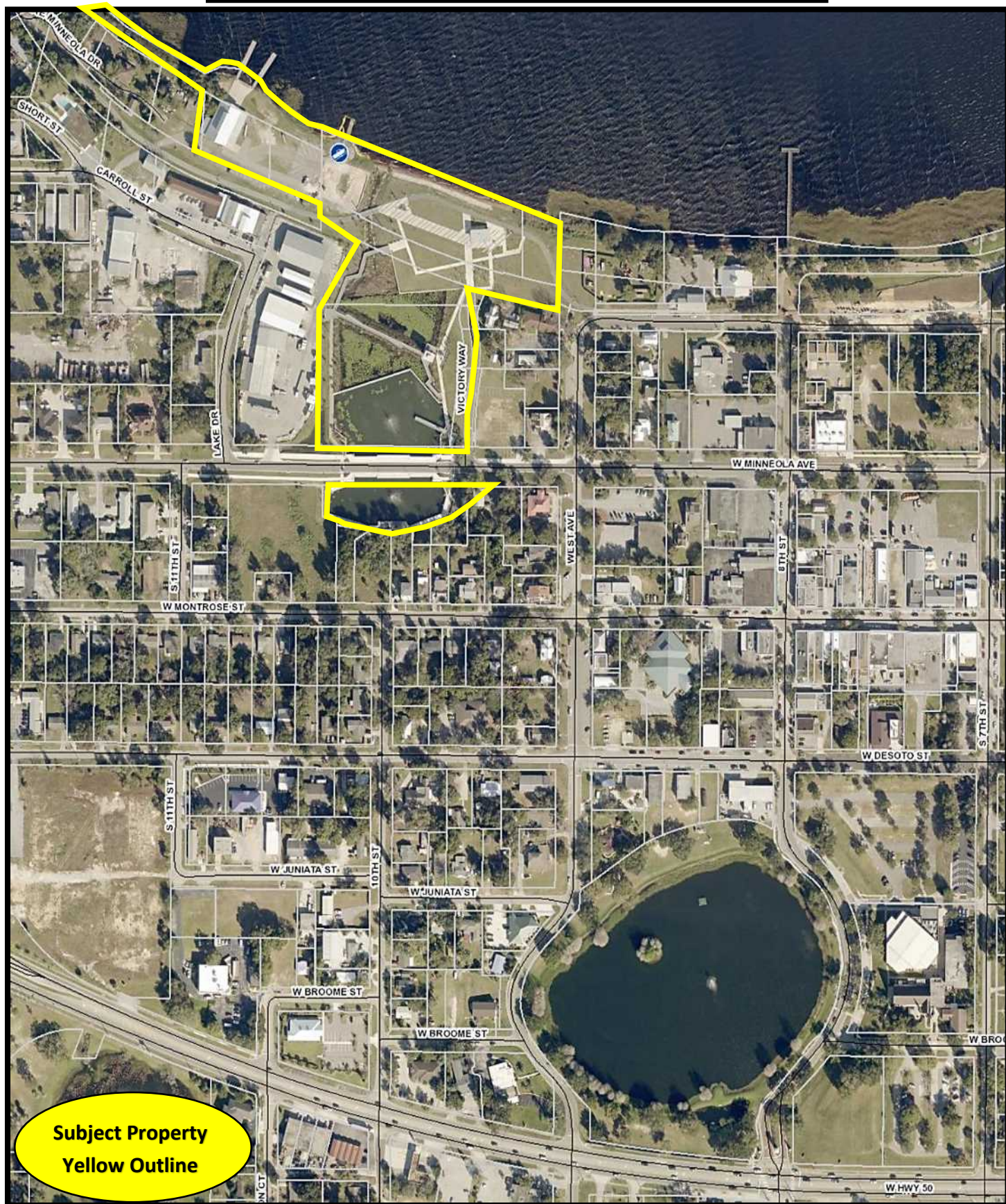
Daniel F. Mantzaris, City Attorney

EXHIBIT A

Location map:



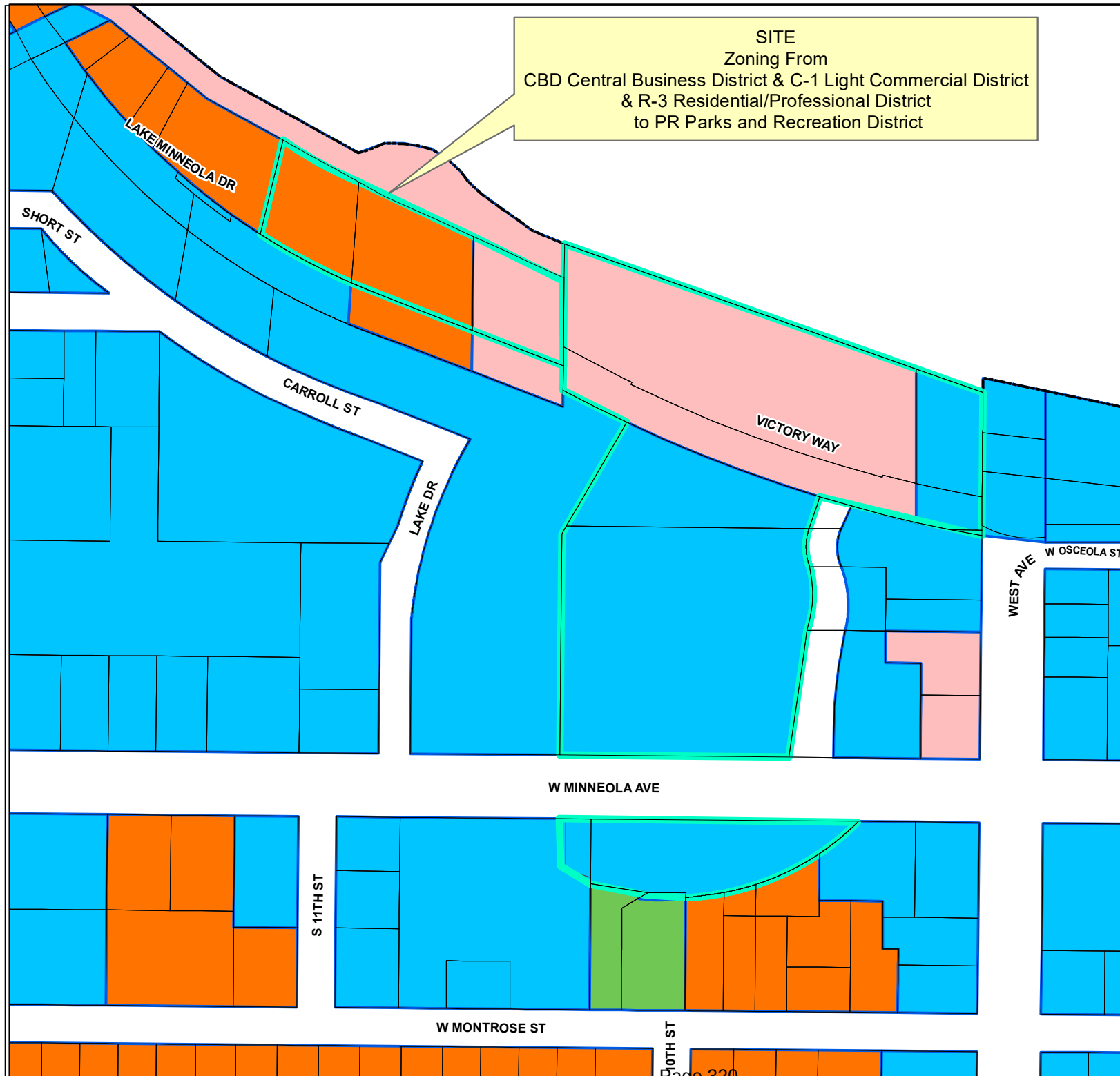
Victory Pointe Stormwater Site and Boat Ramp





Zoning
2021-011

Before



Legend

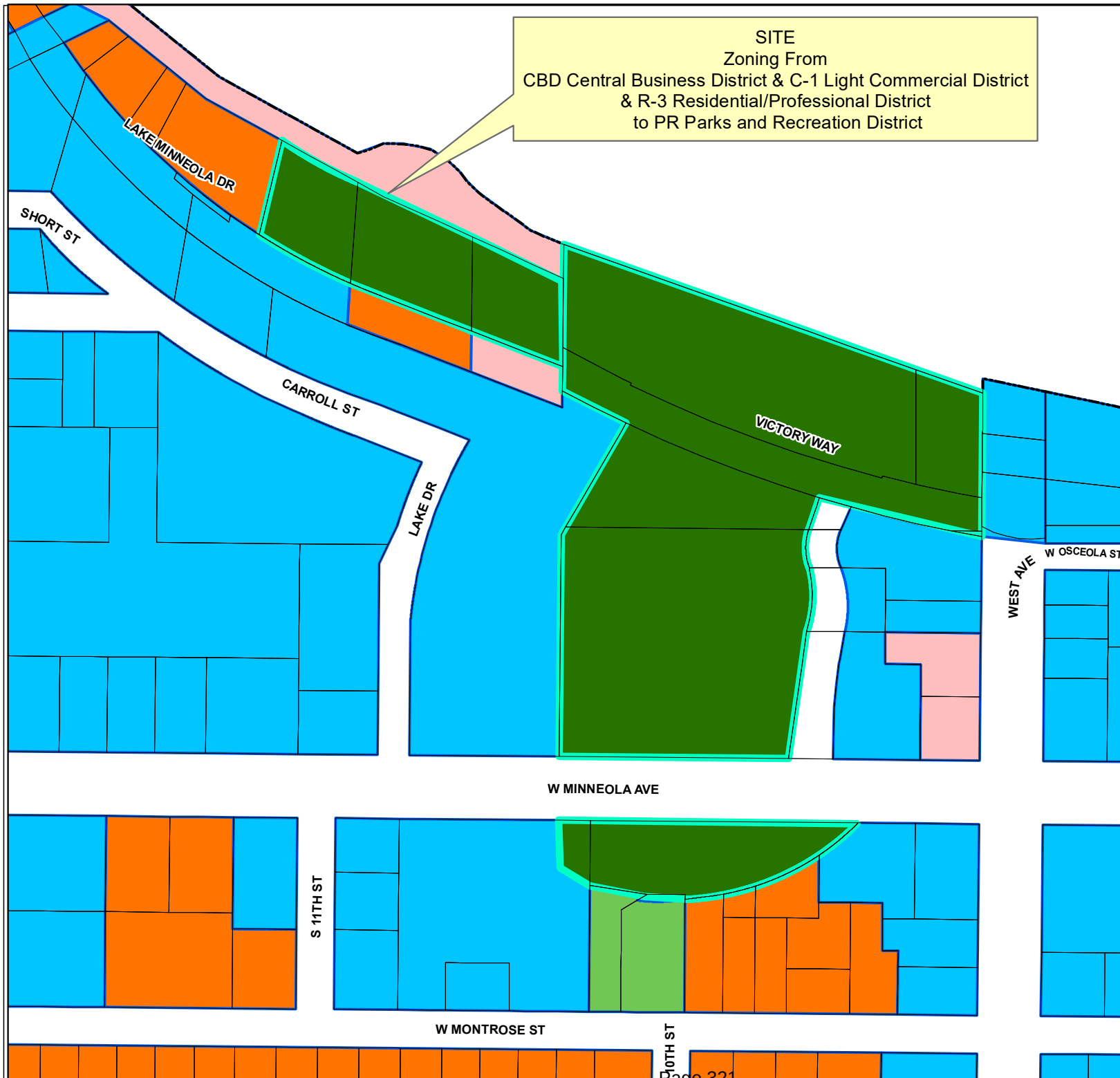
- City Limits
- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL 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





Zoning
2021-011

After



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. 2021-011

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

LOCATION:

Victory Pointe Stormwater Site:

851 Victory Way
AK 3883583, 2659874, 1616841, 1616832
and 2749466, 1622611, 1622638 and 1622620

LEGAL DESCRIPTION

ALT Key 3883583: WEST LAKE--LESS FROM SW COR OF LOT 1 BLK 114 RUN N 0-31-43 E ALONG W LINE OF SAID LOT 1 A DIST OF 159.95 FT FOR POB, CONT N 0-31-43 E 24.87 FT, N 90-0-0 E 100 FT TO W LINE OF E 10 FT OF TENTH ST, S 0-31-46 W ALONG SAID W LINE OF E 10 FT OF TENTH ST 9.86 FT TO A POINT ON S BOUNDARY OF WEST LAKE, SAID POINT BEING THE BEG OF A NON-TANGENT CURVE CONCAVE TO THE N, HAVING A RADIUS OF 415.92 FT, A CHORD BEARING OF S 86-59-24 W & A CHORD DIST OF 0.17 FT, THENCE LEAVING SAID W LINE OF E 10 FT OF TENTH ST RUN SW'LY ALONG SAID S BOUNDARY OF WEST LAKE & THE ARC OF SAID CURVE FOR A DIST OF 0.17 FT THRU A CENTRAL ANGLE OF 0-01-26 TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE N HAVING A RADIUS OF 242.96 FT, A CHORD BEARING OF S 89-09-43 W & A CHORD DIST OF 77.49 FT, THENCE RUN W'LY ALONG SAID S BOUNDARY OF WEST LAKE & THE ARC OF SAID CURVE FOR A DIST OF 77.83 FT THRU A CENTRAL ANGLE OF 18-21-06, THENCE RUN S 58-20-13 W 26.41 FT TO POB--FROM SW COR OF LOT 1 BLK 114 RUN N 0-31-43 E ALONG W LINE OF LOT 1 A DIST OF 159.95 FT, N 58-20-13 E 47.36 FT FOR POB, CONT N 58-20-13 E 14.79 FT, N 72-36-32 E 49.82 FT TO W LINE OF E 10 FT OF TENTH ST, S 0-31-46 W ALONG SAID W LINE OF E 10 FT OF TENTH ST A DIST OF 22.65 FT, S 90-0-0 W 59.91 FT TO POB, AND BEGINNING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 3 BLK 114 & THE SOUTH RIGHT OF WAY LINE OF WEST MINNEOLA AVENUE, RUN SOUTH 00-05-54 WEST ALONG THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 91.50 FEET, THENCE RUN NORTH 74-04-13 WEST 40.90 FEET, NORTH 00-31-23 WEST 80.28 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MINNEOLA AVENUE, THENCE NORTH 90-00-00 EAST ALONG SAID LINE 40.22 FEET TO THE POINT OF BEGINNING ORB 5013 PG 1913 ORB 5365 PG 670

ALT Key 2659874: CLERMONT, PART OF UNNUMBERED BLK BOUNDED ON N BY RR R/W, ON S BY OSCEOLA ST, ON E BY W R/W OF WEST AVE, AND ON W BY W LINE OF SEC 24-22-25--LESS TRIANGULAR PARCEL DESC AS: BEG AT A PT ON S R/W OF RR & W LINE OF SEC 24 & RUN SE'LY ALONG SAID R/W 100 FT, SW'LY TO A PT ON W LINE OF SEC THAT IS 200 FT S OF POB, N TO POB & LESS RR DEPOT ON COR OF WEST AVE & OSCEOLA STS & LESS FROM NE COR OF LOT 1 BLK 94, SAID POINT ALSO BEING INTERSECTION OF W R/W LINE OF WEST AVE & S R/W LINE OF OSCEOLA ST RUN N 89DEG 31MIN 40SEC W ALONG SAID S R/W LINE 215.69 FT TO A POINT ON THE ARC OF A CURVE BEING CONCAVE SW'LY, HAVING A RADIUS OF 245.84 FT & A CENTRAL ANGLE OF 01DEG 37MIN 57SEC, SAID POINT ALSO BEING THE E'LY R/W LINE OF A PROPOSED ST, RUN NW'LY ALONG THE ARC OF SAID CURVE & SAID E'LY R/W AN ARC DIST OF 7 FT, SAID ARC HAVING A CHORD BEARING OF N 14DEG 52MIN 50SEC W & A CHORD DIST OF 7 FT TO THE POINT OF REVERSE CURVATURE OF A CURVE, BEING CONCAVE E'LY HAVING A RADIUS OF 71 FT & A CENTRAL ANGLE OF 38DEG 39MIN 27SEC, RUN NE'LY ALONG THE ARC OF SAID CURVE & SAID R/W AN ARC DIST OF 47.90 FT, SAID ARC HAVING A CHORD BEARING OF N 00DEG 34MIN 34SEC E & A CHORD DIST OF 47 FT TO THE POINT OF TANGENCY, RUN N 19DEG 53MIN 43SEC E ALONG SAID R/W 6.62 FT TO N R/W LINE OF OSCEOLA ST & POB, CONT N 19DEG 53MIN 43SEC E 19.65 FT TO S'LY R/W LINE OF SEABOARD COASTLINE OF RR & THE POINT ON THE ARC OF A CURVE BEING CONCAVE SW'LY, HAVING A RADIUS OF 2749.69 FT & A CENTRAL ANGLE OF 01DEG 00MIN 03SEC, THENCE RUN NW'LY ALONG THE ARC OF SAID CURVE & SAID R/W LINE AN ARC DIST OF 48.03 FT, SAID ARC HAVING A CHORD BEARING OF N 72DEG 07MIN 11SEC W & A CHORD DIST OF 48.03 FT TO THE W'LY R/W OF PROPOSED ST, RUN S 19DEG 53MIN 43SEC W ALONG SAID W'LY R/W A DIST OF 24.59 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SE'LY, HAVING A RADIUS OF 119 FT & A CENTRAL ANGLE OF 04DEG 53MIN 15SEC, RUN ALONG THE ARC OF SAID CURVE & SAID R/W AN ARC DIST OF 10.15 FT, SAID ARC HAVING A CHORD BEARING OF S 17DEG 27MIN 06SEC W & A CHORD DIST OF 10.15 FT TO N R/W LINE OF OSCEOLA ST, S 89DEG 31MIN 40SEC E ALONG SAID R/W 50.44 FT TO POB PB 8 PGS 17-23 ORB 4696 PG 1065 ORB 4745 PG 1760

ALT Key 1616841: CLERMONT BEG ON W LINE OF SEC 24-22-25 WITH 25 FT NW'LY, MEASURED AT RIGHT ANGLES FROM CENTERLINE OF ACL RR R/W, THENCE SE'LY PARALLEL WITH SAID CENTERLINE OF RR R/W A DIST OF 174 FT, THENCE SW'LY AT RIGHT ANGLES FROM THE PRECEDING COURSE 3.50 FT TO A POINT 7.50 FT NW'LY MEASURED AT RIGHT ANGLE FROM CENTERLINE OF SAID RR R/W, THENCE SE'LY PARALLEL & CONCENTRIC WITH THE LAST MENTIONED CENTERLINE A DIST OF 300 FT, THENCE SE'LY 121 FT TO A POINT 7.70 FT NE'LY MEASURED AT RIGHT ANGLES FROM SAID LAST MENTIONED CENTERLINE, THENCE NE'LY 3.70 FT TO A POINT 25 FT NE'LY MEASURED RADially, FROM CENTERLINE OF SAID RR R/W, THENCE SE'LY, CONCENTRIC WITH THE CENTERLINE OF RR A 54 FT TO A POINT 100 FT W'LY FROM W LINE OF WEST AVE, IF PROJECTED NW'LY, THENCE NW'LY PARALLEL WITH SAID WEST AVE TO S BORDER OF LAKE MINNEOLA, THENCE W'LY ALONG THE MARGIN OF SAID LAKE 650 FT TO W LINE OF SAID SEC 24, S ALONG SAID W LINE 150 FT TO POB PB 8 PGS 17-23 ORB 1503 PG 262

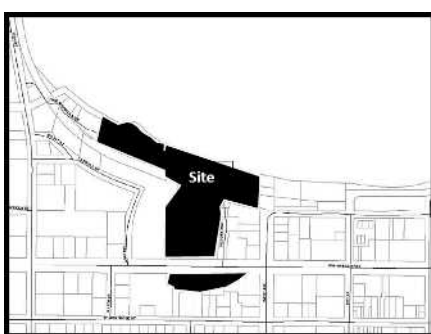
ALT Key 2749466: THAT PART OF INACTIVE FORMER SCL RR R/W OF VARYING WIDTHS EXTENDING FROM CENTERLINE OF SECOND ST W'LY TO W SECTION LINE ORB 1452 PG 1088

ALT Key 1616832: CLERMONT BLOCK BOUNDED E BY WEST AVE, N BY LAKE MINNEOLA, W BY W LINE OF SEC 24, S'LY BY RR R/W --LESS PACKING HOUSE TRACT DESCRIBED IN ORB 395 PG 727--(PB 8 PGS 17-23) ORB 1996 PG 0359

ALT Key 1622611: CLERMONT, JOHNSON'S REPLAT LOTS 1, 2, 3, BLK 117 PB 8 PG 71 ORB 1503 PG 262

ALT Key 1622638: CLERMONT, JOHNSON'S REPLAT LOTS 8, 9, 10 BLK 117 PB 8 PG 71 ORB 4242 PG 928

ALT Key 1622620: CLERMONT, JOHNSON'S REPLAT LOTS 4 TO 7 INCL, BLK 117 PB 8 PG 71



REQUESTED ACTION - CHANGE THE ZONING

FROM: Central Business District (CBD) and C-1 Light Commercial

TO: PR Parks and Recreation District

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, March 2, 2021 at 6:30 P.M.

A public meeting to consider this request will be held before the City Council on Tuesday, March 23, 2021 for final enactment.

All meetings will be held at City Hall, first floor 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 will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC

City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, March 23, 2021	
Agenda Item Name	
Ordinance No. 2021-012 <i>Final Pension Plans</i>	
Requested Action	
Recommend Approval	
Staff Report	
The Boards of Trustees for both police and fire pension plans decided in 2019 to separate the plan administration and the asset management from the package of bundled services offered by the Florida League of Cities. As a result of this decision, legal counsel for each Board coordinated with Daniel Mantzaris, the City Attorney, to restate the Plans by way of an ordinance for each Plan. The ordinances provide the City and the Boards a clear and more straightforward reference to the plan provisions than the earlier Prototype Plan Document and Adoption Agreement offered by Florida League of Cities. The Boards clarified or updated the following Plan provisions in the proposed ordinances: • Florida previously mandated that compensation used to determine pension benefits cannot include more than 300 hours of overtime in a year. The proposed ordinances establishes October 1, 2019 as the effective date for the limits on included overtime. • The proposed ordinances clarify the definition of credited service to match past practice tracing back to an earlier FL League adoption agreement. The definition for credited service rounds service to years and the nearest number of completed months. • The proposed ordinance for Fire includes new mandates by the Florida legislature to presume that certain cancers resulting in the death of a member were incurred in the line of duty. • The proposed ordinance for Fire includes new mandates by the Florida legislature to presume that certain cancers resulting in the disability of a member were incurred in the line of duty. • The proposed ordinances add new optional forms of benefit payment for members who do not enter the DROP (Deferred Retirement Option Plan) prior to retirement from the City. Members who do not DROP may elect to take up to 20% of the value of their pension benefit as a lump-sum payment. Actuary statement is provided stating no fiscal impact to the City. • Members receive allocations of a portion of the Chapter 175 (Fire) and Chapter 185 (Police) premium tax receipts contributed by Florida to member Share Accounts and vest in these accounts after 5 years. Proposed ordinance adds that once vested, members can use the vested Share Account balances to purchase prior qualifying police, fire, or military service credit. • The City also agreed to allow members to make additional contributions through payroll for purchases of prior qualifying police, fire, or military service credit. A \$0.98 administrative charge will be added for each additional contribution through payroll on behalf of a member. • Additional contributions by a member to purchase prior qualifying service credit do not receive interest. Members do get interest on the balance of regular required contributions to the Plans. • The proposed ordinances clarify that only members employed as of September 30 each year will receive new	

allocations of Chapter 175 and 185 premium tax receipts contributed by the state. This clarification was made to match past practice.

- The state earlier mandated that final average salary calculations will not include the value of leave time accumulated after the effective date. The proposed ordinance sets this effective date as February 14, 2014 for Fire and February 14, 2012 for Police, a clarification but not a change.
- Members have the option to receive service credit for periods of FMLA by making contributions to the Plans. Service credit for FMLA does not count toward vesting.
- Members terminated for cause cannot apply for a disability pension benefit after separation from employment at the City of Clermont.
- The proposed ordinance for Fire changes the required member contributions to the Plan to be made with pre-tax dollars. Police plan member contributions are currently pre-tax contributions.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | Ord 2021-012 - Pension Boards Restatement (03.15.2021 V4)(CLEAN) - R&F BL | Ord 2021-012 - Pension Boards Restatement (03.15.2021 V4)(CLEAN) - R&F BL.pdf |
| 2. | ORDINANCE NO. 2021-012 Legal Ad Proof | ORDINANCE NO. 2021-012.pdf |
| 3. | Actuarial Letter - Police | Actuarial Letter - Police.pdf |
| 4. | Actuarial Letter - Fire | Actuarial Letter - Fire.pdf |

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, REPEALING ORDINANCE 304-C; AMENDING SECTION 46-21; AMENDING SECTION 46-23 TO ADD AN AMENDED AND RESTATED PLAN DOCUMENT FOR THE CITY OF CLERMONT POLICE OFFICERS' RETIREMENT PLAN; AMENDING SECTION 46-24 TO ADD AN AMENDED AND RESTATED PLAN DOCUMENT FOR THE CITY OF CLERMONT FIREFIGHTERS' RETIREMENT PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Police Officers and the City of Clermont Firefighters are presently provided pension and certain other benefits under Ordinance No. 304-C;

WHEREAS, both the Board of Trustees of the Retirement Plan and Trust for Police Officers of the City of Clermont ("Police Officers' Board") and the Board of Trustees of the Retirement Plan and Trust for Firefighters of the City of Clermont ("Firefighters' Board") have changed administration for each Board and each plan document adopted by Ordinance No. 304-C was created and maintained by the former administrator;

WHEREAS, the Police Officers' Board and the Firefighters' Board have each created a new plan document with the same plan provisions, some administrative enhancements, and updates for compliance with State and Federal law;

WHEREAS, the City Council desires to amend and restate the provisions of the Police Officers' Retirement Plan and the Firefighters' Retirement Plan;

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

Ordinance 304-C (February 2001) as amended is hereby repealed. In its place, two amended and restated plans are created: (1) **CITY OF CLERMONT POLICE OFFICERS' RETIREMENT PLAN** is created and codified as a part of the City Code at Section 46-23; and (2) **CITY OF CLERMONT FIREFIGHTERS' RETIREMENT PLAN** is created and codified as a part of the City Code at Section 46-24.

SECTION 2.

Section 46-21 is hereby amended to read as follows:

Sec. 46-21. - Clermont pension plan for police and firefighters and defined benefits general employees plan.

The city council confirms and adopts the Clermont Pension Plan for Police Officers, Firefighters and Defined Benefits General Employees Plan as amended and restated (effective date November 1, 1960) as it is set forth in full and on file in the city clerk's

office. The plan and trust shall be known as and may be referred to as the Clermont Pension Plan for Police and Fire Fighters and Defined Benefits Plan General Employees Plan (November 1, 1960). Effective October 1, 1985, the Defined Contribution Plan for General Employees was provided through a separate plan and trust as provided for in Section 46-22 of the City Code. Effective February 2001, the Police Officers and the Firefighters retirement benefits were provided through a separate plan and trust created by Ordinance 304-C. Effective [insert effective date], the retirement plans for the Police Officers and the Firefighters were amended and restated as provided for in Sections 46-23 and 46-24 of the City Code, respectively.

SECTION 3.

Section 46-23 is hereby amended to read as follows:

Sec. 46-23. - Retirement Plan and Trust for the Police Officers of the City of Clermont.

The city council adopts the amended and restated plan and trust for the Police Officers of the City of Clermont effective [insert effective date] as fully set forth in this Code. The plan shall be renamed as the City of Clermont Police Officers' Retirement Plan and all assets of the former Retirement Plan and Trust for the Police Officers of the City of Clermont are renamed also.

[Insert all provisions from the attached Exhibit A]

SECTION 4.

Section 46-24 is hereby amended to read as follows:

Sec. 46-24. - Retirement Plan and Trust for the Firefighters of the City of Clermont.

The city council adopts the amended and restated plan and trust for the Firefighters of the City of Clermont effective [insert effective date] as fully set forth in this Code. The plan shall be renamed as the City of Clermont Firefighters' Retirement Plan and all assets of the former Retirement Plan and Trust for the Firefighters of the City of Clermont are renamed also.

[Insert all provisions from the attached Exhibit B]

SECTION 5: CODIFICATION

Authority is hereby given to the City Clerk to codify the provisions of the Exhibits A and Exhibit B as if fully set forth in the City of Clermont Code at Sections 46-23 and 46-24 respectively.

SECTION 6: CONFLICT

Any portion of the City of Clermont Code or any Ordinance or part thereof in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 7: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may in separable in meaning and effect from the section to which such holding shall apply.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final passage.



CITY OF CLERMONT
ORDINANCE NO. 2021-012

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of March, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2021-012

EXHIBIT A

CITY OF CLERMONT POLICE OFFICERS' RETIREMENT PLAN

Sec. 46-23.1 Definitions.

(a) As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated contributions means a member's own contributions with interest at the rate of five percent (5.0%) per annum. Interest accrues only during periods when a member is accruing credited service. For those members who purchase credited service with interest or at no cost to the system, any payment representing the amount attributable to member contributions based on the applicable member contribution rate, and any payment representing interest and any required actuarially calculated payments for the purchase of such credited service, shall be included in accumulated contributions without the crediting of interest of five percent (5.0%) per annum.

Actuarial equivalent means a benefit or amount of equal value, based upon the unisex mortality table promulgated by the Internal Revenue Service for purposes of Internal Revenue Code Section 417(e)(3), and an interest rate equal to the investment return assumption set forth in the last actuarial valuation report approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

Average final compensation means one-twelfth (1/12) of the average salary of the five (5) best years of the last ten (10) years of credited service prior to retirement, termination, or death, or the career average as a full-time police officer, whichever is greater. A year shall be twelve (12) consecutive months.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a member who has or have been designated in writing by the member and filed with the board. If no such designation is in effect, or if no person so designated is living, at the time of death of the member, the beneficiary shall be the estate of the member.

Board means the board of trustees, which shall administer and manage the system herein provided and serve as trustees of the fund.

City means City of Clermont, Florida.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Credited service means the total number of years and fractional parts of years, computing fractional parts of years on the basis of the nearest number of completed months of service as a police officer with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a police officer. A member may voluntarily leave his accumulated contributions in the fund for a period of five (5) years after leaving the employ of the Police department pending the possibility of being reemployed as a police officer, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the Police department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a police officer with the Police department within five (5) years, his accumulated contributions, if one-thousand dollars (\$1,000.00) or less shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a police officer shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the police officer repays

into the fund the contributions he has withdrawn, with interest, as determined by the board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a police officer with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.
- (2) The member returns to his employment as a police officer within one year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the City or in the plan year in which the member terminates employment.

Effective date means October 1, 1979.

Police officer means an actively employed full-time person, employed by the city, including his initial probationary employment period, who is certified as a police officer as a condition of employment in accordance with the provisions of F.S. '943.1395, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, traffic, or highway laws of the State of Florida.

Fund means the trust fund established herein as part of the system.

Member means an actively employed police officer who fulfills the prescribed membership requirements. Benefit improvements which, in the past, have been provided for by amendments to the system adopted by city ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvements, unless such ordinance specifically provides to the contrary.

Plan year means the twelve (12) month period beginning October 1 and ending September 30 of the following year.

Retiree means a member who has entered retirement status.



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Retirement means a member's separation from city employment with eligibility for immediate receipt of benefits under the system or entry into the deferred retirement option plan.

Salary means the total compensation for services rendered to the city as a police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions, and any payments for extra duty or special detail work performed on behalf of a second party employer. Effective October 1, 2019, the amount of annual overtime compensation that may be included in the calculation of a retirement benefit shall be limited to the first three hundred (300) hours of overtime paid per calendar year. The amount of the accrued unused sick or annual leave payment at retirement that may be included in the retirement benefit shall be the lesser of (a) the total value of accrued unused sick or annual leave that would have been paid to the member based on years of service as of February 14, 2012 or (b) the actual amount of accrued unused sick or annual leave paid to the member at retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on February 14, 2012.

Compensation in excess of the limitations set forth in Section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

Spouse means the member's or retiree's spouse under applicable law at the time benefits become payable.

System means the City of Clermont Police Officers' Retirement Plan as contained herein and all amendments thereto.

(b) *Masculine gender.* The masculine gender, where used herein, unless the context specifically requires otherwise, shall include both the feminine and masculine genders.

Sec. 46-23.2. Membership.

- (a) *Conditions of eligibility.* All police officers as of the effective date, and all future new police officers, shall become members of this system as a condition of employment.
- (b) *Designation of beneficiary.* Each police officer shall complete a form prescribed by the board designating a beneficiary or beneficiaries.

Sec. 46-23.3. Board of trustees.



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(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five (5) trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Clermont City Council, and two (2) of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system. The fifth trustee shall be chosen by a majority of the previous four (4) trustees as provided for herein, and such person's name shall be submitted to the Clermont City Council. Upon receipt of the fifth person's name, the Clermont City Council shall, as a ministerial duty, appoint such person to the board as its fifth trustee. The fifth trustee shall have the same rights as each of the other four (4) trustees appointed or elected as herein provided and shall serve a two (2) year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two (2) years, unless he sooner vacates the office or is sooner replaced by the Clermont City Council at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two (2) years, unless he sooner leaves the employment of the city as a police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. DROP participants can be elected as but not vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

(b) The trustees shall, by a majority vote, elect a chairman and a secretary. The secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

(c) Each trustee shall be entitled to one (1) vote on the board. Three (3) affirmative votes shall be necessary for any decision by the trustees at any meeting of the board. A trustee shall abstain from voting as the result of a conflict of interest and shall comply with the provisions of F.S. ' 112.3143.

(d) The board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the system. The compensation of all persons engaged by the board and all other expenses of the board necessary for the operation of the system shall be paid from the fund at such rates and in such amounts as the board shall agree. In the event the board chooses to use the city's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the board.

(e) The duties and responsibilities of the board shall include, but not necessarily be limited to, the following:

- (1) To construe the provisions of the system and determine all questions arising thereunder.
- (2) To determine all questions relating to eligibility and membership.
- (3) To determine and certify the amount of all retirement allowances or other benefits hereunder.
- (4) To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system.
- (5) To distribute to members, at regular intervals, information concerning the system.
- (6) To receive and process all applications for benefits.



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- (7) To authorize all payments whatsoever from the fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund.
- (8) To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system.
- (9) To perform such other duties as are required to prudently administer the system.

Sec. 46-23.4. Finances and fund management.

Establishment and operation of fund.

(a) As part of the system, there is hereby established the fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the system, including the assets of the prior Police Officers' Retirement Plan.

(b) The actual custody and supervision of the fund (and assets thereof) shall be vested in the board. Payment of benefits and disbursements from the fund shall be made by the disbursing agent but only upon written authorization from the board.

(c) All funds of the Police Officers' Retirement Plan may be deposited by the board with the Finance Director of the city, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he is liable for the safekeeping of funds for the city. However, any funds so deposited with the Finance Director of the city shall be kept in a separate fund by the Finance Director or clearly identified as such funds of the Police Officers' Retirement Plan. In lieu thereof, the board shall deposit the funds of the Police Officers' Retirement Plan in a qualified public depository as defined in F.S. ' 280.02, which depository with regard to such funds shall conform to and be bound by all of the provisions of F.S. ch. 280. In order to fulfill its investment responsibilities as set forth herein, the board may retain the services of a custodian bank, an investment advisor registered under the Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager shall have discretion, subject to any guidelines as prescribed by the board, in the investment of all fund assets.

(d) All funds and securities of the system may be commingled in the fund, provided that accurate records are maintained at all times reflecting the financial composition of the fund, including accurate current accounts and entries as regards the following:

- (1) Current amounts of accumulated contributions of members on both an individual and aggregate account basis, and
- (2) Receipts and disbursements, and
- (3) Benefit payments, and
- (4) Current amounts clearly reflecting all monies, funds and assets whatsoever attributable to contributions and deposits from the city, and
- (5) All interest, dividends and gains (or losses) whatsoever, and
- (6) Such other entries as may be properly required so as to reflect a clear and complete financial report of the fund.

(e) An audit shall be performed annually by a certified public accountant for the most recent fiscal year of the system showing a detailed listing of assets and a statement of all income



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and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect a complete evaluation of assets on both a cost and market basis, as well as other items normally included in a certified audit.

- (f) The board shall have the following investment powers and authority:
 - (1) The board shall be vested with full legal title to said fund, subject, however, and in any event to the authority and power of the Clermont City Council to amend or terminate this fund, provided that no amendment or fund termination shall ever result in the use of any assets of this fund except for the payment of regular expenses and benefits under this system, except as otherwise provided herein. All contributions from time to time paid into the fund, and the income thereof, without distinction between principal and income, shall be held and administered by the board or its agent in the fund and the board shall not be required to segregate or invest separately any portion of the fund.
 - (2) All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be subject to the following:
 - a. Notwithstanding any limitation provided for in F.S. ch. 185, to the contrary (unless such limitation may not be amended by local ordinance) or any limitation in prior city ordinances to the contrary, all monies paid into or held in the fund may be invested and reinvested in such securities, investment vehicles or property wherever situated and of whatever kind, as shall be approved by the board, including but not limited to common or preferred stocks, bonds, and other evidences of indebtedness or ownership. In no event, however, shall more than twenty-five percent of the assets of the fund at market value be invested in foreign securities.
 - b. The board shall develop and adopt a written investment policy statement setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. The investment policy statement shall be reviewed by the board at least annually.
 - c. In addition, the board may, upon recommendation by the board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, Revenue Ruling 2011-1 IRS Notice 2012-6 and Revenue Ruling 2014-24, or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the code, individual retirement accounts that are exempt under section 408(e) of the code, eligible governmental plans that meet the requirements of section 457(b) of the code, and governmental plans under 401(a)(24) of the code. For this purpose, a trust includes a custodial account or separate tax-favored account maintained by an insurance company that is treated as a trust under section 401(f) or under section 457(g)(3) of the code. While any portion of the assets of the fund are invested in such a group trust, such group trust is itself adopted as a part of the system or plan.
 - 1. Any collective or common group trust to which assets of the fund are transferred pursuant to subsection c. shall be adopted by the



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board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

2. The separate account maintained by the group trust for the plan pursuant to subsection c. shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.
3. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.
- (3) At least once every three (3) years, and more often as determined by the board, the board shall retain a professionally qualified independent consultant, as defined in F.S. ' 185.06, to evaluate the performance of all current investment managers and make recommendations regarding the retention of all such investment managers. These recommendations shall be considered by the board at its next regularly scheduled meeting.
- (4) The board may retain in cash and keep unproductive of income such amount of the fund as it may deem advisable, having regard for the cash requirements of the system.
- (5) Neither the board nor any trustee shall be liable for the making, retention or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the fund, except that due to his or its own negligence, willful misconduct or lack of good faith.
- (6) The board may cause any investment in securities held by it to be registered in or transferred into its name as trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the fund.
- (7) The board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee with the trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the fund which it may deem to be to the best interest of the fund to exercise.
- (8) The board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power contained herein.
- (9) Where any action which the board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as trustee under this ordinance, can reasonably be taken or performed only after receipt by it from a member, the city, or any other entity, of specific information, certification, direction or instructions, the board shall be free



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of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.

- (10) Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Underpayments shall be made up from the fund in a prudent manner.
- (11) The board shall sustain no liability whatsoever for the sufficiency of the fund to meet the payments and benefits provided for herein.
- (12) In any application to or proceeding or action in the courts, only the board shall be a necessary party, and no member or other person having an interest in the fund shall be entitled to any notice or service of process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.
- (13) Any of the foregoing powers and functions reposed in the board may be performed or carried out by the board through duly authorized agents, provided that the board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said fund shall always remain in the board.

Sec. 46-23.5. Contributions.

- (a) *Member contributions.*
 - (1) *Amount.* Each member of the system shall be required to make regular contributions to the fund in the amount of five percent (5.0%) of his salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to '414(h) of the code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.
 - (2) *Method.* Such contributions shall be made by payroll deduction.
- (b) *State contributions.* Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for police officers of the city shall be deposited in the fund comprising part of this system immediately and under no circumstances more than five (5) days after receipt by the city.
- (c) *City contributions.* So long as this system is in effect, the city shall make quarterly contributions to the fund in an amount equal to the required city contribution as shown by the applicable actuarial valuation of the system.
- (d) *Other.* Private donations, gifts and contributions may be deposited to the fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. funds arising from these sources may be used only for additional benefits for members, as determined by the board, and may not be used to reduce what would have otherwise been required city contributions.



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Sec. 46-23.6. Benefit amounts and eligibility.

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of credited service, or the completion of twenty (20) years of credited service, regardless of age. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the City after attaining normal retirement age.

(b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal two and one-quarter percent (2.25%) of average final compensation times years of credited service earned prior to October 1, 2002 and three percent (3.0%) of average final compensation times years of credited service earned on and after October 1, 2002.

(c) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of ten (10) years of credited service. Early retirement under the system is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date.

(d) *Early retirement benefit.* A member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

- (1) A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date, determined based upon his actual years of credited service as a police officer and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his normal retirement date, determined based upon his actual years of credited service, except that credited service and average final compensation shall be determined as of his early retirement date; or
- (2) An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph (1) above, reduced by three percent (3.0%) for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date, determined based upon his actual years of credited service.

(e) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than the member's required beginning date, as provided under Section 46-23.16.

Sec. 46-23.7. Pre-retirement death.

(a) *Death prior to vesting, not-in-line of duty.* The beneficiary of a deceased member who was not receiving monthly benefits or who was not yet vested or eligible for early or normal



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retirement and dies not-in-line of duty shall receive a refund of one hundred (100) percent of the member's accumulated contributions.

(b) *Death after vesting, not-in-line of duty.* The beneficiary of a deceased member who was not receiving monthly benefits and who was vested and dies not-in-line of duty shall receive the benefits otherwise payable to the member at the member=s early or normal retirement date, determined based on his actual years of credited service.

(c) *Death prior to vesting, in-line of duty.* If a member dies prior to retirement in-the-line-of-duty, and he is not vested, his beneficiary shall receive the benefit provided for in (d) below.

(d) *Death after vesting, in-line of duty.* If a member, other than a participant in the DROP under Section 46-23.30 dies in-the-line-of-duty, the following benefits are payable:

- (1) If the member dies leaving a surviving spouse, the surviving spouse may receive a monthly pension equal to one hundred percent (100%) of the monthly salary being received by the member at the time of the member's death for the rest of the surviving spouse's lifetime. Benefits provided by this paragraph supersede any other distribution that may have been provided by the member's designation of beneficiary. Such benefit ceases upon the surviving spouse=s death, unless the member=s minor children survive the spouse as provided for in paragraph (d)(2) of this subsection.
- (2) If the surviving spouse dies and the member=s minor children survive the spouse, the monthly payments that otherwise would have been payable to such surviving spouse shall be paid for the use and benefit of the member's child or children under 18 years of age and unmarried until the 18th birthday of the member's youngest child. Such monthly payments may be extended until the 25th birthday of the member's child if the child is unmarried and enrolled as a full-time student at an accredited institution. If there is more than one minor child, the benefits shall be divided equally among the children. As each child reaches the benefit termination age, the remaining eligible children will divide the benefits.
- (3) If the member dies leaves no surviving spouse but is survived by a child or children under 18 years of age and unmarried, the benefits provided by subparagraph (1), shall be paid for the use and benefit of such member's child or children under 18 years of age and unmarried until the 18th birthday of the member's youngest child. Such monthly payments may be extended until the 25th birthday of any of the member's children if the child is unmarried and enrolled as a full-time student at an accredited institution. If there is more than one minor child, the benefits shall be divided equally among the children. As each child reaches the benefit termination age, the remaining eligible children will divide the benefits.
- (4) If the member dies leaving no surviving spouse and no child or children under 18 years of age and unmarried and no child under age 25 and unmarried and enrolled as a full-time student, then the member's beneficiary shall receive the greater of (I) the member's accrued benefit or (ii) 42% of the member's average final compensation, with the applicable annuity amount payable for 10 years. If the named beneficiary dies before the full 10 years of payments are made, the remaining benefit payments will be paid in a lump sum to the estate of the beneficiary.



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- (5) For purposes of determining whether a death is in-the-line-of-duty, the presumption and additional presumption provided for in Sec. 46-23.8 (b)(1) and (b)(2) shall apply.
- (6) In all cases, the benefits paid in subsections (1), (2) and (3) above will be at least the member=s accrued benefit paid for 10 years. In the event that the surviving spouse or children=s benefits cease due to death or reaching the age of majority as provided for herein, the benefit will be paid to the estate of the survivor payee (i.e. the surviving spouse or surviving children).
- (e) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 46-23.16(b)(2)a.
- (f) The Uniform Lifetime Table in Treasury Regulations ' 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy the regulations.

Sec. 46-23.8. Disability.

- (a) *Disability benefits in-line of duty.* Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability was directly caused by the performance of his duty as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to the greater of (a) the member=s accumulated contributions at five percent (5.0%) interest or (b) the greater of (i) two and one-quarter percent (2.25%) of average final compensation times years of credited service earned prior to October 1, 2002 plus three percent (3.0%) of average final compensation times years of credited service earned on and after October 1, 2002 or (ii) forty-two percent (42%) of the average final compensation of the member. Eligibility requirements for disability benefits are set forth in subsection (g), below.
- (b) *In-line of duty presumptions.*
 - (1) *Presumption.* Any condition or impairment of health of a member caused by hypertension or heart disease shall be presumed to have been suffered in line of duty unless the contrary is shown by competent evidence, provided that such member shall have successfully passed a physical examination upon entering into such service, including cardiogram, which examination failed to reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance.
 - (2) *Additional presumption.* The presumption provided for in this paragraph (2) shall apply only to those conditions described in this paragraph (2) that are diagnosed on or after January 1, 1996.
 - a. *Definitions.* As used in this subsection (b)(2), the following definitions apply:
 - 1. "Body fluids" means blood and body fluids containing visible blood and other body fluids to which universal precautions for prevention of occupational transmission of blood-borne pathogens, as established by the Centers for Disease Control, apply. For purposes of potential transmission of meningococcal meningitis or

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tuberculosis, the term "body fluids" includes respiratory, salivary, and sinus fluids, including droplets, sputum, and saliva, mucous, and other fluids through which infectious airborne organisms can be transmitted between persons.

2. "Emergency rescue or public safety member" means any member employed full time by the city as a firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term "emergency rescue or public safety member" does not include any person employed by a public hospital licensed under F.S. ch. 395, or any person employed by a subsidiary thereof.
 3. "Hepatitis" means hepatitis A, hepatitis B, hepatitis non-A, hepatitis non-B, hepatitis C, or any other strain of hepatitis generally recognized by the medical community.
 4. "High risk of occupational exposure" means that risk that is incurred because a person subject to the provisions of this subsection, in performing the basic duties associated with his employment:
 - i. Provides emergency medical treatment in a non-health-care setting where there is a potential for transfer of body fluids between persons;
 - ii. At the site of an accident, fire, or other rescue or public safety operation, or in an emergency rescue or public safety vehicle, handles body fluids in or out of containers or works with or otherwise handles needles or other sharp instruments exposed to body fluids;
 - iii. Engages in the pursuit, apprehension, and arrest of law violators or suspected law violators and, in performing such duties, may be exposed to body fluids; or
 - iv. Is responsible for the custody, and physical restraint when necessary, of prisoners or inmates within a prison, jail, or other criminal detention facility, while on work detail outside the facility, or while being transported and, in performing such duties, may be exposed to body fluids.
 5. "Occupational exposure," in the case of hepatitis, meningococcal meningitis, or tuberculosis, means an exposure that occurs during the performance of job duties that may place a worker at risk of infection.
- b. *Presumption.* Any emergency rescue or public safety member who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the



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member must, by written affidavit as provided in F.S. '92.50, verify by written declaration that, to the best of his knowledge and belief:

1. In the case of a medical condition caused by or derived from hepatitis, he has not:
 - i. Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis, outside the scope of his employment;
 - ii. Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;
 - iii. Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control or the Surgeon General of the United States or had sexual relations with a person known to him to have engaged in such unsafe sexual practices or other high-risk behavior; or
 - iv. Used intravenous drugs not prescribed by a physician.
 2. In the case of meningococcal meningitis, in the ten (10) days immediately preceding diagnosis he was not exposed, outside the scope of his employment, to any person known to have meningococcal meningitis or known to be an asymptomatic carrier of the disease.
 3. In the case of tuberculosis, in the period of time since the member's last negative tuberculosis skin test, he has not been exposed, outside the scope of his employment, to any person known by him to have tuberculosis.
- c. *Immunization.* Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease for which a presumption is granted under this section, if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the U.S. Public Health Service, an emergency rescue or public safety member may be required by the city to undergo the immunization or prophylaxis unless the member's physician determines in writing that the immunization or other prophylaxis would pose a significant risk to the member's health. Absent such written declaration, failure or refusal by an emergency rescue or public safety member to undergo such immunization or prophylaxis disqualifies the member from the benefits of the presumption.
- d. *Record of exposures.* The city shall maintain a record of any known or reasonably suspected exposure of an emergency rescue or public safety member in its employ to the disease described in this section and shall immediately notify the member of such exposure. An emergency rescue or public safety member shall file an incident or accident report with the city



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of each instance of known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis.

e. *Required medical tests; preemployment physical.* In order to be entitled to the presumption provided by this section:

1. An emergency rescue or public safety member must, prior to diagnosis, have undergone standard, medically acceptable tests for evidence of the communicable disease for which the presumption is sought, or evidence of medical conditions derived therefrom, which tests fail to indicate the presence of infection. This paragraph does not apply in the case of meningococcal meningitis.
2. On or after June 15, 1995, an emergency rescue or public safety member may be required to undergo a preemployment physical examination that tests for and fails to reveal any evidence of hepatitis or tuberculosis.

(c) *Disability benefits not-in-line of duty.* Any member with ten (10) years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability is not directly caused by the performance of his duties as a police officer shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to the greater of (a) the member's accumulated contributions at five percent (5.0%) interest or (b) the greater of (i) two and one-quarter percent (2.25%) of average final compensation times years of credited service earned prior to October 1, 2002 plus three percent (3.0%) of average final compensation times years of credited service earned on and after October 1, 2002. Eligibility requirements for disability benefits are set forth in subsection (g), below.

(d) *Conditions disqualifying disability benefits.* Each member who is claiming disability benefits shall establish, to the satisfaction of the board, that such disability was not occasioned primarily by:

- (1) Excessive or habitual use of any drugs, intoxicants or narcotics.
- (2) Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.
- (3) Injury or disease sustained while serving in any branch of the Armed Forces.
- (4) Injury or disease sustained by the member after his employment as a police officer with the city of Clermont shall have terminated.
- (5) Injury or disease sustained by the member while working for anyone other than the city and arising out of such employment.

(e) *Physical examination requirement.* A member shall not become eligible for disability benefits until and unless he undergoes a physical examination by a qualified physician or physicians and/or surgeon or surgeons, who shall be selected by the board for that purpose. The board shall not select the member's treating physician or surgeon for this purpose except in an unusual case where the board determines that it would be reasonable and prudent to do so.

Any retiree receiving disability benefits under provisions of this ordinance may be required by the board to submit sworn statements of his condition accompanied by a physician's statement (provided at the retiree's expense) to the board annually and may be required by the board to undergo additional periodic re-examinations by a qualified physician or physicians and/or



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surgeon or surgeons who shall be selected by the board, to determine if such disability has ceased to exist. If the board finds that the retiree is no longer permanently and totally disabled to the extent that he is unable to render useful and efficient service as a police officer, the board shall recommend to the city that the retiree be returned to performance of duty as a police officer, and the retiree so returned shall enjoy the same rights that he had at the time he was placed upon pension. In the event the retiree so ordered to return shall refuse to comply with the order within thirty (30) days from the issuance thereof, he shall forfeit the right to his pension.

The cost of the physical examination and/or re-examination of the member claiming or the retiree receiving disability benefits shall be borne by the fund. All other reasonable costs as determined by the board incident to the physical examination, such as, but not limited to, transportation, meals and hotel accommodations, shall be borne by the fund.

If the retiree recovers from disability and reenters the service of the city as a police officer, his service will be deemed to have been continuous, but the period beginning with the first month for which he received a disability retirement income payment and ending with the date he reentered the service of the city will not be considered as credited service for the purposes of the system.

The board shall have the power and authority to make the final decisions regarding all disability claims.

(f) *Disability payments.* The monthly benefit to which a member is entitled in the event of the member's disability retirement shall be payable on the first day of the first month after the board determines such entitlement. However, the monthly retirement income shall be payable as of the date the board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

- (1) If the retiree recovers from the disability, the payment due next preceding the date of such recovery, or
- (2) If the retiree dies without recovering from disability, the payment due next preceding his death or the 120th monthly payment, whichever is later.

Provided, however, the disability retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in section 46-23.10, subsection (a)(1) or (a)(2), which shall be the actuarial equivalent of the normal form of benefit.

(g) *Eligibility for Disability Benefits.* Subject to (g)(4) below, only active members of the system on the date the board determines entitlement to a disability benefit are eligible for disability benefits.

- (1) Terminated persons, either vested or non-vested, are not eligible for disability benefits.
- (2) If a member voluntarily terminates his employment, either before or after filing an application for disability benefits, he is not eligible for disability benefits.
- (3) If a member is terminated by the City for any reason other than for medical reasons, either before or after he files an application for disability benefits, he is not eligible for disability benefits.
- (4) The only exception to (1) above is:
 - a. If the member is terminated by the City for medical reasons and he has already applied for disability benefits before the medical termination, or;



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- b. If the member is terminated by the City for medical reasons and he applies within 30 days after the medical termination date.

If either (4)a., or (4)b. above applies, the member's application will be processed and fully considered by the board.

(h) *Workers' compensation.* When a retiree is receiving a disability pension and workers' compensation benefits pursuant to F.S. ch. 440, for the same disability, and the total monthly benefits received from both exceed one hundred (100) percent of the member's average monthly wage, as defined in F.S. ch. 440, the disability pension benefit shall be reduced so that the total monthly amount received by the retiree does not exceed one hundred (100) percent of such average monthly wage. The amount of any lump sum workers' compensation payment shall be converted to an equivalent monthly benefit payable for ten (10) years certain by dividing the lump sum amount by 83.9692. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of forty-two (42) percent of average final compensation or two and three quarters (2.75) percent of average final compensation times years of credited service.

Sec. 46-23.9. Vesting.

If a member terminates his employment as a police officer, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

(a) If the member has less than five (5) years credited service upon termination, the member shall be entitled to a refund of his accumulated contributions or the member may leave it deposited with the fund.

(b) If the member has more than five (5), but less than ten (10) years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the member's otherwise normal or early retirement date, based on his actual years of credited service, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise normal or early retirement date in accordance with the following schedule:

Years of Service	Vested Percentage (%)
5	50%
6	60%
7	70%
8	80%
9	90%

For purposes of this section only, a member may start drawing his vested accrued benefit at age fifty-five (55). An early retirement deduction will be based on the years between age fifty-five (55) and his early retirement date.



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(c) If the member has more than ten (10) years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the member's otherwise normal or early retirement date, based upon his actual years of credited service, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise normal or early retirement date

(d) If the member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under pre-retirement death.

Sec. 46-23.10. Optional forms of benefits.

(a) In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified herein, a member, upon written request to the board, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one (1) of the following options:

- (1) A retirement income of a monthly amount payable to the retiree for his lifetime only.
- (2) A retirement income of a modified monthly amount, payable to the retiree during the lifetime of the retiree and following the death of the retiree, one hundred (100) percent, seventy-five (75) percent, sixty-six and two-thirds (66-2/3) percent or fifty (50) percent of such monthly amount payable to a joint pensioner for his lifetime.

Except where the Retiree's joint pensioner is his spouse, the payments to the joint pensioner as a percentage of the payments to the Retiree shall not exceed the applicable percentage provided for in the applicable table in the Treasury regulations. (See Q&A-2 of 1.401(a)(9)-6)

- (3) If a member retires prior to the time at which social security benefits are payable, he may elect to receive an increased retirement benefit until such time as social security benefits shall be assumed to commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance during the entire period of retirement. The amounts payable shall be as recommended by the actuaries for the system, based upon the social security law in effect at the time of the member's retirement.
- (4) For Members who do not participate in the DROP pursuant to Section 46-23.30, the member may elect a percentage of benefit in a lump sum as follows:
 - a. Five percent (5%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety-five percent (95%) paid under the normal form or as per (1), (2), or (3) above.
 - b. Ten percent (10%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety percent (90%) paid under the normal form or as per (1), (2), or (3) above.
 - c. Fifteen percent (15%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty-five percent (85%) paid under the normal form or as per (1), (2), or (3) above.



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- d. Twenty percent (20%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty percent (80%) paid under the normal form or as per (1), (2), or (3) above.

(b) The member, upon electing any option of this section, will designate the joint pensioner (subsection (a)(2) above) or beneficiary (or beneficiaries) to receive the benefit, if any, payable under the system in the event of member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary beneficiaries where applicable. A member may change his beneficiary at any time. If a member has elected an option with a joint pensioner and member's retirement income benefits have commenced, member may thereafter change his designated beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

(c) The consent of a member's or retiree's joint pensioner or beneficiary to any such change shall not be required. The rights of all previously-designated beneficiaries to receive benefits under the system shall thereupon cease.

(d) Upon change of a retiree's joint pensioner in accordance with this section, the amount of the retirement income payable to the retiree shall be actuarially redetermined to take into account the age of the former joint pensioner, the new joint pensioner and the retiree and to ensure that the benefit paid is the actuarial equivalent of the present value of the retiree's then-current benefit at the time of the change. Any such retiree shall pay the actuarial recalculation expenses. Each request for a change will be made in writing on a form prepared by the board and on completion will be filed with the board. In the event that no designated beneficiary survives the retiree, such benefits as are payable in the event of the death of the retiree subsequent to his retirement shall be paid as provided in section 46-23.11.

(e) Retirement income payments shall be made under the option elected in accordance with the provisions of this section and shall be subject to the following limitations:

- (1) If a member dies prior to his normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under section 46-23.7.
- (2) If the designated beneficiary (or beneficiaries) or joint pensioner dies before the member's retirement under the system, the option elected will be canceled automatically and a retirement income of the normal form and amount will be payable to the member upon his retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this section or a new beneficiary is designated by the member prior to his retirement.
- (3) If both the retiree and the beneficiary (or beneficiaries) designated by member or retiree die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection (a), the board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with section 46-23.11.
- (4) If a member continues beyond his normal retirement date pursuant to the provisions of section 46-23.6, subsection (a), and dies prior to his actual retirement and while an option made pursuant to the provisions of this section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a beneficiary (or beneficiaries) designated by the member in the



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amount or amounts computed as if the member had retired under the option on the date on which his death occurred.

- (5) The member's benefit under this section must begin to be distributed to the member no later than the member's required beginning date, as provided under Sec. 46-23.16.

(f) A retiree may not change his retirement option after the date of cashing or depositing his first retirement check.

(g) Notwithstanding anything herein to the contrary, the board in its discretion, may elect to make a lump sum payment to a member or a member's beneficiary in the event that the total commuted value of the monthly income payments to be paid do not exceed one thousand dollars (\$1,000.00). Any such payment made to any person pursuant to the power and discretion conferred upon the board by the preceding sentence shall operate as a complete discharge of all obligations under the system with regard to such member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons.

Sec. 46-23.11. Beneficiaries.

(a) Each member or retiree may, on a form provided for that purpose, signed and filed with the board, designate a beneficiary (or beneficiaries) to receive the benefit, if any, which may be payable in the event of his death. Each designation may be revoked or changed by such member or retiree by signing and filing with the board a new designation-of-beneficiary form. Upon such change, the rights of all previously designated beneficiaries to receive any benefits under the system shall cease.

(b) If a deceased member or retiree failed to name a beneficiary in the manner prescribed in subsection (a), or if the beneficiary (or beneficiaries) named by a deceased member or retiree predeceases the member or retiree, the death benefit, if any, which may be payable under the system with respect to such deceased member or retiree, shall be paid to the estate of the member or retiree and the board, in its discretion, may direct that the commuted value of the remaining monthly income benefits be paid in a lump sum.

(c) Any payment made to any person pursuant to this section shall operate as a complete discharge of all obligations under the system with regard to the deceased member and any other persons with rights under the system and shall not be subject to review by anyone but shall be final, binding and conclusive on all persons ever interested hereunder.

Sec. 46-23.12. Claims procedures.

(a) The board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("claimant"), including members, retirees, beneficiaries, or any person affected by a decision of the board.

(b) The board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the board's claims procedures. The claimant may request in writing the issuance of subpoenas by the board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.



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Sec. 46-23.13. Reports to division of retirement.

Each year and no later than March 15th, the board shall file an annual report with the Division of Retirement containing the documents and information required by F.S. ' 185.221.

Sec. 46-23.14. Roster of retirees.

The secretary of the board shall keep a record of all persons enjoying a pension under the provisions of this ordinance in which it shall be noted the time when the pension is allowed and when the same shall cease to be paid. Additionally, the secretary shall keep a record of all members in such a manner as to show the name, address, date of employment and date of termination of employment.

Sec. 46-23.15. Maximum pension.

(a) *Basic limitation.* Notwithstanding any other provisions of this system to the contrary, the member contributions paid to, and retirement benefits paid from, the system shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan member may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) (\$160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A))). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

(b) *Adjustments to basic limitation for form of benefit.* If the benefit under the plan is other than the annual benefit described in subsection (a), then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

- (1) For a benefit paid in a form to which section 417(e)(3) of the code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:
 - a. The annual amount of the straight life annuity (if any) payable to the member under the plan commencing at the same annuity starting date as the form of benefit to the member, or
 - b. The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of



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benefit payable to the member, computed using a 5 percent interest assumption (or the applicable statutory interest assumption) and (I) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or

- (2) For a benefit paid in a form to which section 417(e)(3) of the code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:
- a. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the plan for actuarial experience;
 - b. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a 5.5 percent interest assumption (or the applicable statutory interest assumption) and (I) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or
 - c. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the plan year with a one-year stabilization period)) and (I) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code), divided by 1.05.
- (3) The actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections (1) and (2) above.

(c) *Benefits not taken into account.* For purposes of this Section, the following benefits shall not be taken into account in applying these limits:

- (1) Any ancillary benefit which is not directly related to retirement income benefits;
- (2) Any other benefit not required under '415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1)); and
- (3) That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

(d) *COLA effect.* Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

- (1) A member's applicable limit will be applied to the member's annual benefit in the member's first limitation year of benefit payments without regard to any automatic cost of living adjustments;
- (2) thereafter, in any subsequent limitation year, a member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but
- (3) in no event shall a member's benefit payable under the system in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the system, for purposes of applying the limits under Code Section 415(b), a Member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Code and applicable Treasury Regulations.

(e) *Other adjustments in limitations.*

- (1) In the event the member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) annual benefit beginning at age sixty-two (62).
- (2) In the event the member's benefit is based on at least fifteen (15) years of credited service as a full-time employee of the fire or police department of the City, the adjustments provided for in (e)(1) above shall not apply.
- (3) The reductions provided for in (e)(1) above shall not be applicable to disability benefits pursuant to Sec. 46-23.8, or pre-retirement death benefits paid pursuant to Sec. 46-23.7.
- (4) In the event the member's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection (a) herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

(f) *Less than ten (10) years of participation.* The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 46-23.8, or pre-retirement death benefits paid pursuant to Sec. 46-23.7.

(g) *Participation in other defined benefit plans.* The limit of this section with respect to any member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the City shall apply as if the total benefits payable under all City defined benefit plans in which the member has been a member were payable from one plan.

(h) *Ten thousand dollar (\$10,000) limit; less than ten years of service.* Notwithstanding anything in this Sec. 46-23.15, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h) of Sec. 46-23.15 if the benefits payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable limitation year and for any prior limitation year and the City has not any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of Sec. 46-23.15 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

(i) *Reduction of benefits.* Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the member's benefit under any defined benefit plans in which member participated, such reduction to be made first with respect to the plan in which member most recently accrued benefits and thereafter in such priority as shall be determined by the board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the member participated, such reduction to be made first with respect to the plan in which member most recently accrued benefits and thereafter in such priority as shall be established by the board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the board and the plan administrator of all other plans covering such member.

(j) *Service credit purchase limits.*

(1) Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a member makes one or more contributions to purchase permissive service credit under the system, as allowed in Sections 46-23.25 and 46-23.26, then the requirements of this section will be treated as met only if:

- a. the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or
- b. the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

For purposes of applying subparagraph (j)(1)a., the System will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this

subparagraph, and for purposes of applying subparagraph (j)(1)b. the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph.

- (2) For purposes of this subsection the term "permissive service credit" means service credit
- a. recognized by the system for purposes of calculating a member's benefit under the plan,
 - b. which such member has not received under the plan, and
 - c. which such member may receive only by making a voluntary additional contribution, in an amount determined under the system, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the system, include service credit for periods for which there is no performance of service, and, notwithstanding clause (j)(2)b., may include service credited in order to provide an increased benefit for service credit which a member is receiving under the system.

(k) *Contribution Limits.*

- (1) For purposes of applying the Code Section 415(c) limits which are incorporated by reference and for purposes of this subsection (k), only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a limitation year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the system, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 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 Section 3401(a)(2).
- a. However, for limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).
 - b. For limitation years beginning on and after January 1, 2007, compensation for the limitation year will also include compensation paid by the later of 22 months after an employee's severance from employment or the end of the limitation year that includes the date of the employee's severance from employment if:

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1. the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or
 2. the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.
 - c. Back pay, within the meaning of Treasury Regulations Section 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.
- (2) Notwithstanding any other provision of law to the contrary, the board may modify a request by a member to make a contribution to the system if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:
- a. If the law requires a lump sum payment for the purchase of service credit, the board may establish a periodic payment deduction plan for the member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).
 - b. If payment pursuant to subparagraph (k)(2)a. will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the board may either reduce the member's contribution to an amount within the limits of that section or refuse the member's contribution.
- (3) If the annual additions for any member for a limitation year exceed the limitation under section 415(c) of the code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).
- (4) For limitation years beginning on or after January 1, 2009, a member's compensation for purposes of this subsection (k) shall not exceed the annual limit under section 401(a)(17) of the code.
- (1) *Additional limitation on pension benefits.* Notwithstanding anything herein to the contrary:
- (1) The normal retirement benefit or pension payable to a retiree who becomes a member of the system and who has not previously participated in such system, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his average final compensation. However, nothing contained in this section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.
 - (2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or

pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 1223, Title 10, U.S. Code.

(m) *Effect of Direct Rollover on 415(b) Limit.* If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b). **Sec. 46-23.16. Minimum Distribution of benefits.**

(a) *General rules.*

- (1) *Effective date.* Effective as of January 1, 1989, the plan will pay all benefits in accordance with a good faith interpretation of the requirements of Code Section 401(a)(9) and the regulations in effect under that section, as applicable to a governmental plan within the meaning of Code Section 414(d). Effective on and after January 1, 2003, the plan is also subject to the specific provisions contained in this Section. The provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (2) *Precedence.* The requirements of this section will take precedence over any inconsistent provisions of the plan.
- (3) *TEFRA Section 242(b)(2) Elections.* Notwithstanding the other provisions of this section other than this subsection (a)(3), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that related to Section 242(b)(2) of TEFRA.

(b) *Time and manner of distribution.*

- (1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the Member's required beginning date. For a member who attains age seventy and one-half (70 2) prior to January 1, 2020, the member=s required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy and one-half (70 2) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one-half (70 2) on or after January 1, 2020, the member=s required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy-two (72) or (ii) the calendar year in which the member terminates employment with the City.
- (2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:
 - a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age 70 2, (or age 72 for a member who would have attained age 702 after December 31, 2019) if later, as the surviving spouse elects.

- b. If the member's surviving spouse is not the member's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died.
- c. If there is no designated beneficiary as of September 30 of the year following the year of the member's death, the member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the member's death.
- d. If the member's surviving spouse is the member's sole designated beneficiary and the surviving spouse dies after the member but before distributions to the surviving spouse begin, this subsection (b)(2), other than subsection (b)(2)a., will apply as if the surviving spouse were the member.

For purposes of this subsection (b)(2), distributions are considered to begin on the member's required beginning date or, if subsection (b)(2)d. applies, the date of distributions are required to begin to the surviving spouse under subsection (b)(2)a. If annuity payments irrevocably commence to the member before the member's required beginning date (or to the member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(2)a.) the date distributions are considered to begin is the date distributions actually commence.

- (3) *Death After Distributions Begin.* If the member dies after the required distribution of benefits has begun, the remaining portion of the member's interest must be distributed at least as rapidly as under the method of distribution before the member's death.
- (4) *Form of distribution.* Unless the member'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 this section. If the member'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 Section 401(a)(9) of the Code and Treasury regulations. Any part of the member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Treasury regulations that apply to individual accounts.
- (c) *Determination of amount to be distributed each year.*
- (1) *General requirements.* If the member's interest is paid in the form of annuity distributions under the plan, payments under the annuity will satisfy the following requirements:
 - a. The annuity distributions will be paid in periodic payments made at intervals not longer than one year.
 - b. The member's entire interest must be distributed pursuant to Sec. 46-23.6, Sec. 46-23.7, Sec. 46-23.9, or Sec. 46-23.10 (as applicable) and in any event over a period equal to or less than the member's life or the lives of the member and a designated beneficiary, or over a period not extending beyond the life expectancy of the member or of the member and a designated beneficiary. The life expectancy of the member, the member's

spouse, or the member's beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

- (2) *Amount required to be distributed by required beginning date.* The amount that must be distributed on or before the member's required beginning date (or, if the member dies before distributions begin, the date distributions are required to begin under Sec. 46-23.7) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., monthly. All of the member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the member's required beginning date.
- (3) *Additional accruals after first distribution calendar year.* Any additional benefits accruing to the member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
- (d) *General distribution rules.*
 - (1) The amount of an annuity paid to a member's beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Code Section 401(a)(9)(G), and effective for any annuity commencing on or after January 1, 2008, the minimum distribution incidental benefit rule under Treasury Regulation Section 1.401(a)(9)-6, Q&A-2.
 - (2) The death and disability benefits provided by the plan are limited by the incidental benefit rule set forth in Code Section 401(a)(9)(G) and Treasury Regulation Section 1.401-1(b)(1)(I) or any successor regulation thereto. As a result, the total death or disability benefits payable may not exceed 25% of the cost for all of the members' benefits received from the retirement system.
- (e) *Definitions.*
 - (1) *Designated beneficiary.* The individual who is designated as the beneficiary under the plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
 - (2) *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the member's required beginning date. For distributions beginning after the member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Sec. 46-23.7.

Sec. 46-23.17. Miscellaneous provisions.

(a) *Interest of members in system.* All assets of the fund are held in trust, and at no time prior to the satisfaction of all liabilities under the system with respect to retirees and members and their spouses or beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

(b) *No reduction of accrued benefits.* No amendment or ordinance shall be adopted by the City Council of the City of Clermont which shall have the effect of reducing the then vested accrued benefits of members or a member's beneficiaries.

(c) *Qualification of system.* It is intended that the system will constitute a qualified public pension plan under the applicable provisions of the code for a qualified plan under code section 401(a) and a governmental plan under code section 414(d), as now in effect or hereafter amended. Any modification or amendment of the system may be made retroactively, if necessary or appropriate, to qualify or maintain the system as a plan meeting the requirements of the applicable provisions of the code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

(d) *Use of forfeitures.* Forfeitures arising from terminations of service of members shall serve only to reduce future city contributions.

(e) *Prohibited Transactions.* Effective as of January 1, 1989, a board may not engage in a transaction prohibited by Code Section 503(b).

(f) *USERRA.* Effective December 12, 1994, notwithstanding any other provision of this system, contributions, benefits and service credit with respect to qualified military service are governed by Code Section 414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. To the extent that the definition of "credited service" sets forth contribution requirements that are more favorable to the member than the minimum compliance requirements, the more favorable provisions shall apply.

(g) *Vesting.*

(1) Member will be 100% vested in all benefits upon attainment of the plan's age and service requirements for the Plan's normal retirement benefit; and

(2) A member will be 100% vested in all accrued benefits, to the extent funded, if the plan is terminated or experiences a complete discontinuance of employer contributions.

(h) *Electronic forms.* In those circumstances where a written election or consent is not required by the plan or the Code, an oral, electronic, or telephonic form in lieu of or in addition to a written form may be prescribed by the board. However, where applicable, the board shall comply with Treas. Reg. ' 1.401(a)-21.

(i) *Compliance with Chapter 185, Florida Statutes.* It is intended that the system will continue to qualify for funding under F.S. ' determined based upon his actual years of Credited Service. Accordingly, unless otherwise required by law, any provision of the system which violates the requirements of F.S. ch. 185, as amended from time to time, shall be superseded by and administered in accordance with the requirements of such chapter.

(j) *Missing Benefit Recipients.* The System shall follow the procedures outlined in the IRS Employee Plans Compliance Resolution System (EPCRS) Program and other applicable IRS guidance to locate any missing individuals to whom a full unreduced benefit payment is due and if, at the conclusion of such efforts, the individual cannot be located, the existing procedure of cancelling payments otherwise due (provided that, if the individual is later located, the benefits due shall be paid) will apply.

Sec. 46-23.18. Repeal or termination of system.

(a) This ordinance establishing the system and fund, and subsequent ordinances pertaining to said system and fund, may be modified, terminated, or amended, in whole or in part; provided that if this or any subsequent ordinance shall be amended or repealed in its application to any person benefitting hereunder, the amount of benefits which at the time of any such alteration, amendment, or repeal shall have accrued to the member or beneficiary shall not be affected thereby..

(b) If this ordinance shall be repealed, or if contributions to the system are discontinued or if there is a transfer, merger or consolidation of government units, services or functions as provided in F.S. ch. 121, the board shall continue to administer the system in accordance with the provisions of this ordinance, for the sole benefit of the then members, any beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options provided for in this ordinance who are designated by any of said members. In the event of repeal, discontinuance of contributions, or transfer, merger or consolidation of government units, services or functions, there shall be full vesting (100%) of benefits accrued to date of repeal and such benefits shall be nonforfeitable.

(c) The fund shall be distributed in accordance with the following procedures:

- (1) The board shall determine the date of distribution and the asset value required to fund all the nonforfeitable benefits after taking into account the expenses of such distribution. The board shall inform the city if additional assets are required, in which event the city shall continue to financially support the plan until all nonforfeitable benefits have been funded.
- (2) The board shall determine the method of distribution of the asset value, whether distribution shall be by payment in cash, by the maintenance of another or substituted trust fund, by the purchase of insured annuities, or otherwise, for each police officer entitled to benefits under the plan as specified in subsection (3).
- (3) The board shall distribute the asset value as of the date of termination in the manner set forth in this subsection, on the basis that the amount required to provide any given retirement income is the actuarially computed single-sum value of such retirement income, except that if the method of distribution determined under subsection (2) involves the purchase of an insured annuity, the amount required to provide the given retirement income is the single premium payable for such annuity. The actuarial single-sum value may not be less than the police officer's accumulated contributions to the plan, with interest if provided by the plan, less the value of any plan benefits previously paid to the police officer.
- (4) If there is asset value remaining after the full distribution specified in subsection (3), and after the payment of any expenses incurred with such distribution, such excess shall be returned to the city, less return to the State of the State's contributions, provided that, if the excess is less than the total contributions made by the city and the State to date of termination of the plan, such excess shall be divided proportionately to the total contributions made by the city and the State.
- (5) The board shall distribute, in accordance with subsection (2), the amounts determined under subsection (3).

If, after twenty-four (24) months after the date the plan terminated or the date the board received written notice that the contributions thereunder were being permanently discontinued, the city or the board of the fund affected has not complied with all the provisions in

this section, the Florida Department of Management Services will affect the termination of the fund in accordance with this section.

Sec. 46-23.19. Domestic relations orders; retiree directed payments; Exemption from execution, non-assignability.

- (a) *Domestic relations orders.*
 - (1) Prior to the entry of any domestic relations order which affects or purports to affect the system's responsibility in connection with the payment of benefits of a retiree, the member or retiree shall submit the proposed order to the board for review to determine whether the system may legally honor the order.
 - (2) If a domestic relations order is not submitted to the board for review prior to entry of the order, and the system is ordered to take action that it may not legally take, and the system expends administrative or legal fees in resolving the matter, the member or retiree who submits such an order will be required to reimburse the system for its expenses in connection with the order.
- (b) *Retiree directed payments.* The board may, upon written request by a retiree or by a dependent, when authorized by a retiree or the retiree's beneficiary, authorize the system to withhold from the monthly retirement payment those funds that are necessary to pay for the benefits being received through the city, to pay the certified bargaining agent of the city, to make payment to insurance companies for insurance premiums as permitted by F.S. Chapter 185 and to make any payments for child support or alimony.
- (c) *Exemption from execution, non-assignability.* Except as otherwise provided by law, the pensions, annuities, or any other benefits accrued or accruing to any person under the provisions of this ordinance and the accumulated contributions and the cash securities in the fund created under this ordinance are hereby exempted from any state, county or municipal tax and shall not be subject to execution, attachment, garnishment or any legal process whatsoever and shall be unassignable.

Sec. 46-23.20. Pension validity.

The board shall have the power to examine into the facts upon which any pension shall heretofore have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently or illegally for any reason. The board is empowered to purge the pension rolls or correct the pension amount of any person heretofore granted a pension under prior or existing law or any person hereafter granted a pension under this ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any person who has heretofore under any prior or existing law been or who shall hereafter under this ordinance be erroneously, improperly or illegally classified. Any overpayments or underpayments shall be corrected and paid or repaid in a reasonable manner determined by the board.

Sec. 46-23.21. Forfeiture of pension.

- (a) Any member who is convicted of the following offenses committed prior to retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this system,

except for the return of his accumulated contributions as of the date of termination. Specified offenses are as follows:

- (1) The committing, aiding or abetting of an embezzlement of public funds;
- (2) The committing, aiding or abetting of any theft by a public officer or employee from employer;
- (3) Bribery in connection with the employment of a public officer or employee;
- (4) Any felony specified in F.S. ch. 838;
- (5) The committing of an impeachable offense;
- (6) The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position; or
- (7) The committing on or after October 1, 2008, of any felony defined in F.S. Section 800.04, against a victim younger than sixteen (16) years of age, or any felony defined in F.S. ch. 794, against a victim younger than eighteen (18) years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

(b) Conviction shall be defined as an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the senate of an impeachable offense.

(c) Court shall be defined as any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the board shall hold a hearing on which notice shall be given to the member whose benefits are being considered for forfeiture. Said member shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the member shall be afforded a full opportunity to present his case against forfeiture.

(d) Any member who has received benefits from the system in excess of his accumulated contributions after member's rights were forfeited shall be required to pay back to the fund the amount of the benefits received in excess of his accumulated contributions. The board may implement all legal action necessary to recover such funds.

Sec. 46-23.22. Conviction and forfeiture; false, misleading or fraudulent statements.

(a) It is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the system.

(b) A person who violates subsection (a) commits a misdemeanor of the first degree, punishable as provided in F.S. ' 775.082 or ' 775.083.

(c) In addition to any applicable criminal penalty, upon conviction for a violation described in subsection (a), a member or beneficiary of the system may, in the discretion of the board, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under the system. For purposes of this subsection, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

Sec. 46-23.23. Indemnification.

(a) To the extent not covered by insurance contracts in force from time to time, the city shall indemnify, defend and hold harmless members of the board from all personal liability for damages and costs, including court costs and attorneys' fees, arising out of claims, suits, litigation, or threat of same, herein referred to as "claims", against these individuals because of acts or circumstances connected with or arising out of their official duty as members of the board. The city reserves the right, in its sole discretion, to settle or not settle the claim at any time, and to appeal or to not appeal from any adverse judgment or ruling, and in either event will indemnify, defend and hold harmless any members of the board from the judgment, execution, or levy thereon.

(b) This section shall not be construed so as to relieve any insurance company or other entity liable to defend the claim or liable for payment of the judgment or claim, from any liability, nor does this section waive any provision of law affording the city immunity from any suit in whole or part, or waive any other substantive or procedural rights the city may have.

(c) This section shall not apply nor shall the city be responsible in any manner to defend or pay for claims arising out of acts or omissions of members of the board which constitute felonies or gross malfeasance or gross misfeasance in office.

Sec. 46-23.24. Direct transfers of eligible rollover distributions.

(a) *Rollover distributions.*

(1) *General.* This section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the system 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 board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) *Definitions.*

a. *Eligible rollover distribution:* An eligible rollover distribution is 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 years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the code and the portion of any distribution that is not includible in gross income. Effective January 1, 2002, any portion of any distribution which would be includible in gross income as after-tax employee contributions will be an eligible rollover

distribution if the distribution is made to an individual retirement account described in section 408(a); to an individual retirement annuity described in section 408(b); to a qualified defined contribution plan described in section 401(a) or 403(a) 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; or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or to an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

- b. *Eligible retirement plan:* An eligible retirement plan is an individual retirement account described in section 408(a) of the code; an individual retirement annuity described in section 408(b) of the code; an annuity plan described in section 403(a) of the code; effective January 1, 2002, an eligible deferred compensation plan described in section 457(b) of the code which is maintained by an eligible employer described in section 457(e)(1)(A) of the code and which agrees to separately account for amounts transferred into such plan from this plan; effective January 1, 2002, an annuity contract described in section 403(b) of the code; a qualified trust described in section 401(a) of the code; or effective January 1, 2008, a Roth IRA described in section 408A of the code, that accepts the distributee's eligible rollover distribution. This definition shall also apply in the case of an eligible rollover distribution to the surviving spouse.
- c. *Distributee:* A distributee includes an employee or former employee. It also includes the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse. Effective January 1, 2007, it further includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may rollover the distribution only to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.
- d. *Direct rollover:* A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(b) *Rollovers or transfers into the fund.* On or after January 1, 2002, the system will accept, solely for the purpose of purchasing credited service as provided herein, permissible Member requested transfers of funds from other retirement or pension plans, member rollover cash contributions and/or direct cash rollovers of distributions made on or after January 1, 2002, as follows:

- (1) *Transfers and direct rollovers or member rollover contributions from other plans.* The system will accept either a direct rollover of an eligible rollover distribution or a member contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, from an annuity contract described in section 403(b) of the Code or from an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The system will also accept legally permissible member requested transfers of funds from other retirement or pension plans.

- (2) *Member rollover contributions from IRAs.* The system will accept a member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over.
- (c) *Elimination of Mandatory Distributions.* Notwithstanding any other provision herein to the contrary, in the event this Plan provides for a mandatory (involuntary) cash distribution from the Plan not otherwise required by law, for an amount in excess of one-thousand dollars (\$1,000.00), such distribution shall be made from the Plan only upon written request of the Member and completion by the Member of a written election on forms designated by the Board, to either receive a cash lump sum or to rollover the lump sum amount.

Sec. 46-23.25. Family and medical leave act.

The fractional parts of the twelve (12) month period ending each March 1 that a member is on leave without pay from the city pursuant to the Family and Medical Leave Act (FMLA) shall be added to his credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) The request for credited service for FMLA leave time for the twelve (12) month period prior to each March 1 and payment of professional fees shall be made on or before March 31.
- (3) Payment by the member of the required amount shall be made on or before April 30 for the preceding twelve (12) month period ending March 1 and shall be made in one (1) lump sum payment upon receipt of which credited service shall be issued.
- (4) Credited service purchased pursuant to this section shall not count toward vesting.

Sec. 46-23.26. Military service prior to employment.

The years or fractional parts of years that a police officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the city Police department shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.

- (2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.
- (3) Payment by the member of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given or the Member may elect to make payment for the requested Credited Service over a period of time as provided for in paragraph (6) below. Vested Members may use their Share Account balance to purchase this permissive service as provided for in section 46-23.29(l) of this system. The transfer of these Share Account funds does not convert the Share Account funds to employee contributions under this system.
- (4) The maximum credit under this section, combined with Section 46-23.27, Prior Police Service, shall be five (5) years.
- (5) Credited service purchased pursuant to this section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits.
- (6) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
 - a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments..
 - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
 - e. In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
 - f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Sec. 46-23.27. Prior police service.

Unless otherwise prohibited by law, and except as provided for in Sec. 46-23.1, the years or fractional parts of years that a member previously served as a full-time police officer with the city during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional parts of years that a member served as a full-time police officer for any other municipal, county or state law enforcement department in the State of Florida shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.
- (3) Payment by the police officer of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given, or the Member may elect to make payment for the requested Credited Service over a period of time as provided for in paragraph (7) below. Vested Members may use their Share Account balance to purchase this permissive service as provided for in section 46-23.29(1) of this system. The transfer of these Share Account funds does not convert the Share Account funds to employee contributions under this system.
- (4) The maximum credit under this section for service other than with the City of Clermont, combined with Section 46-23.26, Prior Military Service, shall be five (5) years of credited service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of Clermont and such credit shall count for all purposes, including vesting.
- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in section 46-23.15, subsection (1)(2).
- (6) For purposes of determining credit for prior service as a police officer as provided for in this section, in addition to service as a police officer in this state, credit may be purchased by the member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida Statutes, or the police officer provides proof to the board that such service is equivalent to the service required to meet the definition of a police officer under Sec. 46-23.1, above.
- (7) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in

writing, of his election to make payments in the manner provided for in this paragraph, The payment plan provided for in this paragraph shall be subject to the following terms:

- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
- b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
- c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
- d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
- e. In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Sec. 46-23.28. Reemployment after retirement

(a) Any retiree who is retired under this may be reemployed by any public or private employer, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this system. Notwithstanding the previous sentence, reemployment by the city shall be subject to the limitations set forth in this section.

(b) *After normal retirement.* Any retiree who is retired under normal retirement pursuant to this system and who is reemployed as a police officer after that retirement and, by virtue of that reemployment, is eligible to participate in this system, shall upon being reemployed discontinue receipt of benefits. Upon reemployment, the retiree shall be deemed to be fully vested and the additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, average final compensation, and credited service as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, average final compensation (based only on the subsequent employment period), and credited service as of the date of subsequent retirement. The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by

the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit.

(c) Any retiree who is retired under normal retirement pursuant to this system and who is reemployed by the city after that retirement and, by virtue of that reemployment is ineligible to participate in this system, shall, during the period of such reemployment, continue receipt of benefits during any subsequent employment period.

(d) *After early retirement.* Any retiree who is retired under early retirement pursuant to this system and who subsequently becomes an employee of the city in any capacity shall discontinue receipt of benefits from the system. If by virtue of that reemployment, the retiree is eligible to participate in this system, the retiree shall be deemed to be fully vested and the additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, average final compensation, credited service and early retirement reduction factor as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, average final compensation (based only on the subsequent employment period), and credited service as of the date of subsequent retirement. The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this section if the member was permitted to retire prior to the customary retirement date provided for in the system at the time of retirement.

(e) *After disability retirement.*

- (1) Subject to paragraph (2) below, any retiree who is retired under section 46-23.8, Disability (A disability retiree@), may, subject to subsection (e), physical examination requirement, of that section, be reemployed by any public or private employer, and may receive compensation from that employment without limiting or restricting in any way, the retirement benefits payable under this system.
- (2) Any disability retiree who subsequently becomes an employee of the city in any capacity, except as a police officer, shall discontinue receipt of disability benefits from the system for the period of any such employment.
- (3) If a disability retiree is reemployed as a police officer for the city, his disability benefit shall cease, and Sec. 46-23.8 shall apply.

(f) *Reemployment of terminated vested persons.* Reemployed terminated vested persons shall not be subject to the provisions of this section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early retirees for purposes of applying the provisions of this section and their status as an early or normal retiree shall be determined by the date they elect to begin to receive their benefit.

(g) *DROP participants.* Retirees who were in the deferred retirement option plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

Sec. 46-23.29. Supplemental benefit component for special benefits; Chapter 185 share accounts.

There was established, effective January 26, 2016, an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefit to be in addition to the benefits provided for in the previous Sections of this plan, such benefit to be funded solely and entirely by F.S. Chapter 185, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. ' 185.35. Effective January 26, 2016, the City shall use 100% of all future Chapter 185 annual distributions up to the amount received in the 2012 calendar year (\$211,000) and 50% of any future annual amount in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be allocated to this supplemental component (AShare Plan@), and shall be further allocated to the members and DROP participants as follows:

(a) *Individual Member Share Accounts.* The board shall create individual "member share accounts" for all actively employed plan members and DROP participants and maintain appropriate books and records showing the respective interest of each member or DROP participant hereunder. Each member or DROP participant shall have a member share account for his share of the F.S. Chapter 185 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain separate member share accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

(b) *Share Account Funding.*

(1) Individual member share accounts were established as of January 26, 2016 for all members and DROP participants who were actively employed as of January 26, 2016. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (c) of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 2015.

(2) Any forfeitures as provided in subsection (d), shall be used as part of future allocations to the individual member share accounts in accordance with the formula set forth in subsection (c)(1).

(c) *Allocation of Monies to Share Accounts.*

(1) *Allocation of Chapter 185 Contributions.*

a. *Initial Allocation.* Effective January 26, 2016, the amount of any premium tax monies allocated to the share plan were allocated to individual member share accounts based on their completed months of credited service in proportion to the combined completed months of credited service of all participants.

All premium tax monies allocated to the share plan in any subsequent plan year shall be allocated as provided for in this subsection. Available

premium tax monies shall be allocated to individual member share accounts at the end of each plan year on September 30 (a Avaluation date@).

- b. *Annual Allocations.* On each valuation date, each current actively employed member of the plan not participating in the DROP and each active DROP participant shall receive a share allocation as follows:
- c. The total funds subject to allocation on each valuation date shall be divided equally among those persons eligible for an allocation and allocated to the member share account of those eligible for an allocation.
- d. Re-employed retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.

- (2) *Allocation of Investment Gains and Losses.* On each valuation date, each individual member share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

- (3) *Allocation of Costs, Fees and Expenses.* The Board of Trustees shall pay all costs and expenses for the management and operation for the current fiscal year and shall set aside as much of the income as it considers advisable as a reserve for expenses for the next fiscal year.
- (4) *No Right to Allocation.* The fact of allocation or credit of an allocation to a member's share account by the board shall not vest in any member, any right, title, or interest in the assets of the trust or in the Chapter 185 tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.
- (5) Members and DROP participants shall be provided annual statements setting forth their share account balance as of the end of the plan year.

(d) *Forfeitures.* Any member who has less than five (5) years of service credit and who is not otherwise eligible for payment of benefits after termination of employment with the city as provided for in subsection (e) shall forfeit his individual member share account. Forfeited amounts shall be included and used as part of the Chapter 185 tax revenues for future allocations to individual member share accounts on each valuation date in accordance with the formula set forth in subsection (c)(1).

(e) *Eligibility For Benefits.* Any member (or his beneficiary) or DROP participant who terminates employment as a police officer with the City or who dies prior to a September 30

valuation date shall, upon application filed with the board, be entitled to be paid the value of his individual member share account, valued as of the immediately preceding valuation date, subject to the following criteria:

(1) *Retirement Benefit.*

- a. A member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early retirement pursuant to Section 46-23.6, or if the member enters the DROP, upon termination of employment.
- b. Such payment shall be made as provided in subsection (f).

(2) *Termination Benefit.*

- a. In the event that a member's employment as a police officer is terminated by reason other than retirement, death or disability, he shall be entitled to receive one hundred percent (100%) of the value of his share account, but only if he is either partially or totally vested in accordance with Section 46-23.9.
- b. Such payment shall be made as provided in subsection (f).

(3) *Disability Benefit.*

- a. In the event that a member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 46-23.8, subsection (a) or a not-in-line of duty disability benefit pursuant to Section 46-23.8, subsection (c), he shall be entitled to one hundred percent (100%) of the value of his share account.
- b. Such payment shall be made as provided in subsection (f).

(4) *Death Benefit.*

- a. In the event that a member or DROP participant dies while actively employed as a police officer, one hundred percent (100%) of the value of his member share account shall be paid to his designated Beneficiary as provided in Section 46-23.7.
- b. Such payment shall be made as provided in subsection (f).

(f) *Payment of Benefits.* Any person eligible for a share account benefit distribution as provided for in (e) above, shall receive an amount equal to the share account balance as of the immediately preceding valuation date (September 30). Payment of the calculated share account balance shall be payable as soon as administratively practicable following the date of retirement, termination, disability or death, but not later than one hundred fifty (150) days following the date of retirement, termination, disability or death, and shall be paid in one lump sum payment, subject to the provision for eligible rollover distributions provided for in Sec. 46-23.24. No optional forms of payments shall be permitted.

(g) *Benefits Not Guaranteed.* All benefits payable under this Section 46-23.29 shall be paid only from the assets accounted for in individual member share accounts. Neither the City nor the board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the board nor any trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the member share account balances, except due to his or its own

negligence, willful misconduct or lack of good faith. All investments shall be made by the board subject to the restrictions otherwise applicable to fund investments.

(h) *Notional account.* The member share account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member or DROP participant until the member's or DROP participant's termination from employment. The member or DROP participant has no control over the investment of the share account.

(i) *No employer discretion.* The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

(j) *Maximum Additions.* Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the code pursuant to the provisions of Section 46-23.15, subsection (k).

(k) *IRC limit.* The share account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

(l) *Use for Permissive Service Purchase.* Vested Members may use their share account balance to purchase permissive service as defined in sections 46-23.26 and 46-23.27 of this system. The transfer of these funds does not convert the Share Account funds to employee contributions under this system.

Sec. 46-23.30. Deferred Retirement Option Plan.

(a) *Definitions.* As used in this section 46-23.30, the following definitions apply:

(1) *"DROP"* -- The City of City of Clermont Police Officers' Retirement Plan Deferred Retirement Option Plan.

(2) *"DROP account"* -- The account established for each DROP participant under subsection (c).

(b) *Participation.*

(1) *Eligibility to participate.* In lieu of terminating his employment as a Police Officer, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.

(2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.

(3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.

(4) *Termination of participation.*

- a. A member's participation in the DROP shall cease at the earlier of:
 1. the end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
 2. termination of his employment as a Police Officer.
- b. Upon the member's termination of participation in the DROP, pursuant to subsection 1 above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a Police Officer.
- c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

- a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments which would have been paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Sec. 46-23.28.
- b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a Police Officer, no amounts shall be paid to him from the system until he terminates his employment as a Police Officer. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a Police Officer.

(c) *Funding.*

- (1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

(2) *Transfers from retirement system.*

- a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a Police Officer and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a Police Officer.
- b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be credited with interest at an effective rate of six and one-half percent (6.5%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants).
- c. A member's DROP account shall only be credited with interest and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the month immediately preceding termination of participation plus any monthly periodic additions made to the DROP account subsequent to the end of the previous month, and prior to distribution. If a member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited with interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the police department, and no cost-of-living adjustments shall be applied to the member's credit during such period of continued employment. A member employed by the police department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits and will not accrue additional credited service except as provided for in section Sec. 46-23.28.

(d) *Distribution of DROP accounts on termination of employment.*

- (1) *Eligibility for benefits.* A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (d) upon his termination of employment as a Police Officer. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a Police Officer.

(2) *Form of distribution.*

- a. Distribution of his DROP account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection (d)(6); or
- b. The member may elect to have a partial lump sum amount paid to him or a surviving beneficiary, less taxes, with the remainder of the distribution of

his DROP account made in a lump sum, subject to the rollover provisions set forth in subsection (d)(6).

Elections under this paragraph shall be in writing and shall be made in such time or manner as the board shall determine. Notwithstanding the preceding, if a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

- (3) *Date of payment of distribution.* Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall be made as soon as administratively practicable following the member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum, a partial lump sum and partial rollover amount, or a rollover of the full lump sum amount.
- (4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.
- (5) *Distribution limitation.* Notwithstanding any other provision of subsection (d), all distributions from the DROP shall conform to the AMinimum Distribution Of Benefits@ provisions as provided for herein.
- (6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 46-23.24.
- (e) *Administration of DROP.*
 - (1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.
 - (2) *Individual accounts, records and reports.* The board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare and distribute to members

participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

- (3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.
- (4) *Limitation of liability.*
 - a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
 - b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.
- (f) *General provisions.*
 - (1) *The DROP is not a separate retirement plan.* Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this Sec. 46-23.30 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.
 - (2) *Notional account.* The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.
 - (3) *No employer discretion.* The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.
 - (4) *IRC limit.* The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
 - (5) *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP.

However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.

- (6) *Facility of payment.* If a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- (7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.
- (8) *Written elections, notification.*
 - a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.
 - b. Each member or Retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or Retiree notifies the board of his address.
- (9) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.
- (10) *Construction.*
 - a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
 - b. The titles and headings of the subsections in this section 46-23.30 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.
- (11) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions

applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

- (12) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

EXHIBIT B

CITY OF CLERMONT FIREFIGHTERS' RETIREMENT PLAN

Sec. 46-24.1 Definitions.

(a) As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated contributions means a member's own contributions without interest. For those Participant's who purchase Credited Service with interest or at no cost to the Plan, only that portion of any payment representing the amount attributable to the Participant's contributions based on the applicable Participant contribution rate shall be included in Accumulated Contributions.

Actuarial equivalent means a benefit or amount of equal value, based upon the unisex mortality table promulgated by the Internal Revenue Service for purposes of Internal Revenue Code Section 417(e)(3), and an interest rate equal to the investment return assumption set forth in the last actuarial valuation report approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

Average final compensation means:

For a Full-Time Firefighter: one-twelfth (1/12) of the average salary of the five (5) best years of the last ten (10) years of credited service prior to retirement, termination, or death, or the career average as a full-time firefighter, whichever is greater. A year shall be twelve (12) consecutive months.

For a Volunteer Firefighter: one-twelfth (1/12) of the average salary of the 5 best years of the last 10 best contributing years prior to change in status to a permanent Full-time Firefighter or retirement as a Volunteer Firefighter or the career average of the Firefighter, whichever is greater.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a member who has or have been designated in writing by the member and filed with the board. If no such designation is in effect, or if no person so designated is living, at the time of death of the member, the beneficiary shall be the estate of the member.

Board means the board of trustees, which shall administer and manage the system herein provided and serve as trustees of the fund.

City means City of Clermont, Florida.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Credited service means the total number of years and fractional parts of years of service, rounded to the nearest completed month, as a firefighter during which the member made required contributions to the Plan, omitting intervening years or fractional parts of years when such member was not employed by the city as a firefighter. A member may voluntarily leave his accumulated contributions in the fund for a period of five (5) years after leaving the employ of the Fire department pending the possibility of being reemployed as a firefighter, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the City, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a firefighter with the Fire department within five (5) years, his accumulated contributions, if one-thousand dollars (\$1,000.00) or less shall be returned. If a Member who is not vested is not re-employed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any re-employment, a firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within ninety (90) days after his re-employment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to re-employment under the provisions of USERRA.
- (2) The member returns to his employment as a firefighter within one year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA

Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Effective date means December 20, 1960.

Full-Time Firefighter means any person employed full-time solely by the City fire department who is certified as a Firefighter as a condition of employment in accordance with the provisions of Section 633.35, Fl. Stat., and whose duty is to extinguish fires, to protect life, and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

Fund means the trust fund established herein as part of the system.

Member means an actively employed firefighter who fulfills the prescribed membership requirements. Benefit improvements which, in the past, have been provided for by amendments to the system adopted by city ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvements, unless such ordinance specifically provides to the contrary.

Plan year means the twelve (12) month period beginning October 1 and ending September 30 of the following year.

Retiree means a member who has entered retirement status.

Retirement means a member's separation from city employment with eligibility for immediate receipt of benefits under the system or entry into the deferred retirement option plan.

Salary means the fixed monthly remuneration paid a firefighter, plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions; where, as in the case of Volunteer Firefighter, remuneration is based on actual services rendered, salary will be total cash remuneration received yearly for such services, prorated on a monthly basis. The remuneration paid a Firefighter by the City for a plan year excludes bonuses. Effective October 1, 2019, the amount of annual overtime compensation that may be

included in the calculation of a retirement benefit shall be limited to the first three hundred (300) hours of overtime paid per calendar year. The amount of the accrued unused sick or annual leave payment at retirement that may be included in the retirement benefit shall be the lesser of (a) the total value of accrued unused sick or annual leave that would have been paid to the firefighter based on years of service as of February 14, 2014 or (b) the actual amount of accrued unused sick or annual leave paid to the firefighter at retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on February 14, 2014.

Compensation in excess of the limitations set forth in Section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

Spouse means the member's or retiree's spouse under applicable law at the time benefits become payable.

System means the City of Clermont Firefighters' Retirement Plan as contained herein and all amendments thereto.

Volunteer Firefighter means any person whose name is carried on the active membership roll of a constituted volunteer fire department or a combination of a paid and volunteer fire department of any municipality or special fire control district and whose duty is to extinguish fires, protect life, and to protect property. Compensation for services rendered by a Volunteer Firefighter shall not disqualify him as a volunteer. A person shall not be disqualified as a Volunteer Firefighter solely because he has other gainful employment. Any person who volunteers assistance at a fire, but is not an active member of the department described herein is not a Volunteer Firefighter within the meaning of this paragraph.

(b) *Masculine gender.* The masculine gender, where used herein, unless the context specifically requires otherwise, shall include both the feminine and masculine genders.

Sec. 46-24.2. Membership

(a) *Conditions of eligibility.* All firefighters as of the effective date, and all future new firefighters, shall become members of this system as a condition of employment.

(b) *Designation of beneficiary.* Each firefighter shall complete a form prescribed by the board designating a beneficiary or beneficiaries.

Sec. 46-24.3. Board of trustees.

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five (5) trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Clermont City Council, and two (2) of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four (4) trustees as provided for herein, and such person's name shall be submitted to the Clermont City Council. Upon receipt of the fifth person's name, the Clermont City Council shall, as a ministerial duty, appoint such person to the board as its fifth trustee. The fifth trustee shall have the same rights as each of the other four (4) trustees appointed or elected as herein provided and shall serve a two (2) year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two (2) years, unless he sooner vacates the office or is sooner replaced by the Clermont City Council at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two (2) years, unless he sooner leaves the employment of the city as a firefighter or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. DROP participants can be elected as but not vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

(b) The trustees shall, by a majority vote, elect a chairman and a secretary. The secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

(c) Each trustee shall be entitled to one (1) vote on the board. Three (3) affirmative votes shall be necessary for any decision by the trustees at any meeting of the board. A trustee shall abstain from voting as the result of a conflict of interest and shall comply with the provisions of F.S. §112.3143.

(d) The board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the system. The compensation of all persons engaged by the board and all other expenses of the board necessary for the operation of the system shall be paid from the fund at such rates and in such amounts as the board shall agree. In the event the board chooses to use the city's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the board.

(e) The duties and responsibilities of the board shall include, but not necessarily be limited to, the following:

- (1) To construe the provisions of the system and determine all questions arising thereunder.
- (2) To determine all questions relating to eligibility and membership.
- (3) To determine and certify the amount of all retirement allowances or other benefits hereunder.
- (4) To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system.
- (5) To distribute to members, at regular intervals, information concerning the system.
- (6) To receive and process all applications for benefits.
- (7) To authorize all payments whatsoever from the fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund.
- (8) To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system.
- (9) To perform such other duties as are required to prudently administer the system.

Sec. 46-24.4. Finances and fund management

Establishment and operation of fund.

(a) As part of the system, there is hereby established the fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the system, including the assets of the prior Firefighters' Retirement Plan.

(b) The actual custody and supervision of the fund (and assets thereof) shall be vested in the board. Payment of benefits and disbursements from the fund shall be made by the disbursing agent but only upon written authorization from the board.

(c) All funds of the Firefighters' Retirement Plan may be deposited by the board with the Finance Director of the city, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he is liable for the safekeeping of funds for the city. However, any funds so deposited with the Finance Director of the city shall be kept in a separate fund by the Finance Director or clearly identified as such funds of the Firefighters' Retirement Plan. In lieu thereof, the board shall deposit the funds of the Firefighters' Retirement Plan in a qualified public depository as defined in F.S. § 280.02, which depository with regard to such funds shall conform to and be bound by all of the provisions of F.S. ch. 280. In order to fulfill its investment responsibilities as set forth herein, the board may retain the services of a custodian bank, an investment advisor registered under the Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager shall have discretion, subject to any guidelines as prescribed by the board, in the investment of all fund assets.

(d) All funds and securities of the system may be commingled in the fund, provided that accurate records are maintained at all times reflecting the financial composition of the fund, including accurate current accounts and entries as regards the following:

- (1) Current amounts of accumulated contributions of members on both an individual and aggregate account basis, and
- (2) Receipts and disbursements, and
- (3) Benefit payments, and
- (4) Current amounts clearly reflecting all monies, funds and assets whatsoever attributable to contributions and deposits from the city, and
- (5) All interest, dividends and gains (or losses) whatsoever, and
- (6) Such other entries as may be properly required so as to reflect a clear and complete financial report of the fund.

(e) An audit shall be performed annually by a certified public accountant for the most recent fiscal year of the system showing a detailed listing of assets and a statement of all income and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect a complete evaluation of assets on both a cost and market basis, as well as other items normally included in a certified audit.

(f) The board shall have the following investment powers and authority:

(1) The board shall be vested with full legal title to said fund, subject, however, and in any event to the authority and power of the Clermont City Council to amend or terminate this fund, provided that no amendment or fund termination shall ever result in the use of any assets of this fund except for the payment of regular expenses and benefits under this system, except as otherwise provided herein. All contributions from time to time paid into the fund, and the income thereof, without distinction between principal and income, shall be held and administered by the board or its agent in the fund and the board shall not be required to segregate or invest separately any portion of the fund.

(2) All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be subject to the following:

- a. Notwithstanding any limitation provided for in F.S. ch. 175, to the contrary (unless such limitation may not be amended by local ordinance) or any limitation in prior city ordinances to the contrary, all monies paid into or held in the fund may be invested and reinvested in such securities, investment vehicles or property wherever situated and of whatever kind, as shall be approved by the board, including but not limited to common or preferred stocks, bonds, and other evidences of indebtedness or ownership. In no event, however, shall more than twenty-five percent of the assets of the fund at market value be invested in foreign securities.
- b. The board shall develop and adopt a written investment policy statement setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. The investment policy statement shall be reviewed by the board at least annually.
- c. In addition, the board may, upon recommendation by the board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, Revenue Ruling 2011-1 IRS Notice 2012-6 and Revenue Ruling 2014-24, or

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successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the code, individual retirement accounts that are exempt under section 408(e) of the code, eligible governmental plans that meet the requirements of section 457(b) of the code, and governmental plans under 401(a)(24) of the code. For this purpose, a trust includes a custodial account or separate tax-favored account maintained by an insurance company that is treated as a trust under section 401(f) or under section 457(g)(3) of the code. While any portion of the assets of the fund are invested in such a group trust, such group trust is itself adopted as a part of the system or plan.

1. Any collective or common group trust to which assets of the fund are transferred pursuant to subsection c. shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

2. The separate account maintained by the group trust for the plan pursuant to subsection c. shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

3. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

(3) At least once every three (3) years, and more often as determined by the board, the board shall retain a professionally qualified independent consultant, as defined in F.S. §175.071, to evaluate the performance of all current investment managers and make recommendations regarding the retention of all such investment managers. These recommendations shall be considered by the board at its next regularly scheduled meeting.

(4) The board may retain in cash and keep unproductive of income such amount of the fund as it may deem advisable, having regard for the cash requirements of the system.

(5) Neither the board nor any trustee shall be liable for the making, retention or sale of any investment or reinvestment made as herein provided, nor for any loss or

diminishment of the fund, except that due to his or its own negligence, willful misconduct or lack of good faith.

(6) The board may cause any investment in securities held by it to be registered in or transferred into its name as trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the fund.

(7) The board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee with the trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the fund which it may deem to be to the best interest of the fund to exercise.

(8) The board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power contained herein.

(9) Where any action which the board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as trustee under this ordinance, can reasonably be taken or performed only after receipt by it from a member, the city, or any other entity, of specific information, certification, direction or instructions, the board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.

(10) Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Underpayments shall be made up from the fund in a prudent manner.

(11) The board shall sustain no liability whatsoever for the sufficiency of the fund to meet the payments and benefits provided for herein.

(12) In any application to or proceeding or action in the courts, only the board shall be a necessary party, and no member or other person having an interest in the fund shall be entitled to any notice or service of process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.

(13) Any of the foregoing powers and functions reposed in the board may be performed or carried out by the board through duly authorized agents, provided that the board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said fund shall always remain in the board.

Sec. 46-24.5. Contributions

(a) *Member contributions.*

(1) *Amount.* Each member of the system shall be required to make regular contributions to the fund in the amount of four percent (4.0%) of his salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to §414(h) of the code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

(2) *Method.* Such contributions shall be made by payroll deduction.

(b) *State contributions.* Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for firefighters of the city shall be deposited in the fund comprising part of this system immediately and under no circumstances more than five (5) days after receipt by the city.

(c) *City contributions.* So long as this system is in effect, the city shall make quarterly contributions to the fund in an amount equal to the required city contribution as shown by the applicable actuarial valuation of the system.

(d) *Other.* Private donations, gifts and contributions may be deposited to the fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. funds arising from these sources may be used only for additional benefits for members, as determined by the board, and may not be used to reduce what would have otherwise been required city contributions.

Sec. 46-24.6. Benefit amounts and eligibility

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of credited service, or the completion of twenty (20) years of credited service, regardless of age. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the City after attaining normal retirement age.

(b) *Normal retirement benefit.*

For Full-Time Firefighters: A Full-Time Firefighter member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal the sum of two and one-quarter percent (2.25%) of average final compensation times years of credited service earned prior to October 1, 2002 and three percent (3.0%) of average final compensation times years of credited service earned on and after October 1, 2002.

For Volunteer Firefighters: A Volunteer Firefighter member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal the greater of:

1. Five dollars (\$5.00) a year multiplied by the years of credited volunteer service, or
2. The sum of two and one-quarter percent (2.25%) of average final compensation times years of credited service earned prior to October 1, 2002 and three percent (3.0%) of average final compensation times years of credited service earned on and after October 1, 2002.

The normal retirement benefit of a Volunteer Firefighter that changes status from a Volunteer Firefighter to a Full-Time Firefighter shall be the sum of the accrued benefit as a Volunteer Firefighter and the accrued benefit as a Full-time Firefighter.

(c) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of ten (10) years of credited service. Early retirement under the system is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date.

(d) *Early retirement benefit.* A member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

(1) A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date, determined based upon his actual years of credited service as a firefighter and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his normal retirement date, determined based upon his actual years of credited service, except that credited service and average final compensation shall be determined as of his early retirement date; or

(2) An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph (1) above, reduced by three percent (3.0%) for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date, determined based upon his actual years of credited service.

(e) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy-two (72) (or seventy and one-half (70½) if that age was reached before December 31, 2019) or the calendar year in which the member terminates employment with the city.

Sec. 46-24.7. Pre-retirement death

(a) *Death prior to vesting, not-in-line of duty.* The beneficiary of a deceased member who was not receiving monthly benefits or who was not yet vested or eligible for early or normal retirement and dies not-in-line of duty shall receive a refund of one hundred (100) percent of the member's accumulated contributions.

(b) *Death after vesting, not-in-line of duty.* The beneficiary of a deceased member who was not receiving monthly benefits and who was vested and dies not-in-line of duty shall receive the benefits otherwise payable to the member at the member's early or normal retirement date, determined based on his actual years of credited service.

(c) *Death prior to vesting, in-line of duty.* If a member dies prior to retirement in-the-line-of-duty, and he is not vested, his beneficiary shall receive the benefit provided for in (d) below.

(d) *Death after vesting, in-line of duty.* If a member, other than a participant in the DROP under Section 46-24.30 dies in-the-line-of-duty, the following benefits are payable:

(1) If the member dies leaving a surviving spouse, the surviving spouse may receive a monthly pension equal to one hundred percent (100%) of the monthly salary being received by the member at the time of the member's death for the rest of the surviving spouse's lifetime. Benefits provided by this paragraph supersede any other distribution that may have been provided by the member's designation of beneficiary. Such benefit ceases upon the surviving spouse's death, unless the member's minor children survive the spouse as provided for in paragraph (d)(2) of this subsection.

(2) If the surviving spouse dies and the member's minor children survive the spouse, the monthly payments that otherwise would have been payable to such surviving spouse shall be paid for the use and benefit of the member's child or children under 18 years of age and unmarried until the 18th birthday of the member's youngest child. Such monthly payments may be extended until the 25th birthday of the member's child if the child is unmarried and enrolled as a full-time student at an accredited institution. If there is more than one minor child, the benefits shall be divided equally among the children. As each child reaches the benefit termination age, the remaining eligible children will divide the benefits.

(3) If the member dies leaves no surviving spouse but is survived by a child or children under 18 years of age and unmarried, the benefits provided by subparagraph (1), shall be paid for the use and benefit of such member's child or children under 18 years of age and unmarried until the 18th birthday of the member's youngest child. Such monthly payments may be extended until the 25th birthday of any of the member's children if the child is unmarried and enrolled as a full-time student at an accredited institution. If there is more than one minor child, the benefits shall be divided equally among the children. As each child reaches the benefit termination age, the remaining eligible children will divide the benefits.

(4) If the member dies leaving no surviving spouse and no child or children under 18 years of age and unmarried and no child under age 25 and unmarried and enrolled as a full-time student, then the member's beneficiary shall receive the greater of (i) the member's accrued benefit or (ii) 42% of the member's average final compensation, with the applicable annuity amount payable for 10 years. If the named beneficiary dies before the full 10 years of payments are made, the remaining benefit payments will be paid in a lump sum to the estate of the beneficiary.

(5) For purposes of determining whether a death is in-the-line-of-duty, the presumption and additional presumption provided for in Sec. 46-24.8 (b)(1) and (b)(2) shall apply.

(6) In all cases, the benefits paid in subsections (1), (2) and (3) above will be at least the member's accrued benefit paid for 10 years. In the event that the surviving spouse or children's benefits cease due to death or reaching the age of majority as provided for herein, the benefit will be paid to the estate of the survivor payee (i.e. the surviving spouse or surviving children).

(e) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date selected pursuant to the above provisions in this section that must be on or before December 31 of the calendar year in which the member would have attained age seventy-two (72) (or seventy and one-half (70½) if that age was reached before December 31, 2019).

(f) The Uniform Lifetime Table in Treasury Regulations § 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy the regulations.

(g) *Rebuttable presumptions of death in line of duty*: The provisions of Sections 112.18, 112.181, and 175.231, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules for the resulting relating to these rebuttable presumptions and for the determination of any disqualifying events reflected in Chapters 112 and 175, Fla. Stat.

(h) *Non-rebuttable Conclusive cancer presumption in line of duty*: The provisions of Section 112.1816, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules relating to this presumption and for the determination of any disqualifying events as reflected in Chapters 112 and 175, Fla. Stat.

Sec. 46-24.8. Disability.

(a) *Disability benefits in-line of duty*. Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duty as a firefighter, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to the greater of (a) the member's accumulated contributions at five percent (5.0%) interest or (b) the greater of (i) two and one-quarter percent (2.25%) of average final compensation times years of credited service earned prior to October 1, 2002 plus three percent (3.0%) of average final compensation times years of credited service earned on and after October 1, 2002 or (ii) forty-two percent (42%) of the average final compensation of the member. Eligibility requirements for disability benefits are set

forth in subsection (g), below.

(b) *In-line of duty presumptions.*

(1) *Rebuttable Presumption for hypertension and heart disease.* Any condition or impairment of health of a member caused by hypertension or heart disease shall be presumed to have been suffered in the line of duty unless the contrary is shown by competent evidence, provided such member shall have successfully passed a physical examination upon entering into such service, which examination failed to reveal any evidence of such condition, and provided, further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance.

(2) Additional rebuttable presumption for hepatitis, meningitis, and tuberculosis. The presumption provided for in this subsection (b)(2) shall apply only to those conditions described in this subsection that are diagnosed on or after January 1, 1996.

a. *Definitions.* As used in this subsection (b)(2), the following definitions apply:

1. "Body fluids" means blood and body fluids containing visible blood and other body fluids to which universal precautions for prevention of occupational transmission of blood-borne pathogens, as established by the Centers for Disease Control, apply. For purposes of potential transmission of meningococcal meningitis or tuberculosis, the term "body fluids" includes respiratory, salivary, and sinus fluids, including droplets, sputum, and saliva, mucous, and other fluids through which infectious airborne organisms can be transmitted between persons.

2. "Emergency rescue or public safety member" means any member employed full time by the city as a firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term "emergency rescue or public safety member" does not include any person employed by a public hospital licensed under F.S. ch. 395, or any person employed by a subsidiary thereof.

3. "Hepatitis" means hepatitis A, hepatitis B,

hepatitis non-A, hepatitis non-B, hepatitis C, or any other strain of hepatitis generally recognized by the medical community.

4. "High risk of occupational exposure" means that risk that is incurred because a person subject to the provisions of this subsection, in performing the basic duties associated with his employment:

i. Provides emergency medical treatment in a non-health-care setting where there is a potential for transfer of body fluids between persons;

ii. At the site of an accident, fire, or other rescue or public safety operation, or in an emergency rescue or public safety vehicle, handles body fluids in or out of containers or works with or otherwise handles needles or other sharp instruments exposed to body fluids;

iii. Engages in the pursuit, apprehension, and arrest of law violators or suspected law violators and, in performing such duties, may be exposed to body fluids; or

iv. Is responsible for the custody, and physical restraint when necessary, of prisoners or inmates within a prison, jail, or other criminal detention facility, while on work detail outside the facility, or while being transported and, in performing such duties, may be exposed to body fluids.

5. "Occupational exposure," in the case of hepatitis, meningococcal meningitis, or tuberculosis, means an exposure that occurs during the performance of job duties that may place a worker at risk of infection.

b. *Presumption.* Any emergency rescue or public safety member who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the member must, by written affidavit as provided in F.S.

§92.50, verify by written declaration that, to the best of his knowledge and belief:

1. In the case of a medical condition caused by or derived from hepatitis, he has not:

I. Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis, outside the scope of his employment;

ii. Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;

iii. Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control or the Surgeon General of the United States or had sexual relations with a person known to him to have engaged in such unsafe sexual practices or other high-risk behavior; or

iv. Used intravenous drugs not prescribed by a physician.

2. In the case of meningococcal meningitis, in the ten (10) days immediately preceding diagnosis he was not exposed, outside the scope of his employment, to any person known to have meningococcal meningitis or known to be an asymptomatic carrier of the disease.

3. In the case of tuberculosis, in the period of time since the member's last negative tuberculosis skin test, he has not been exposed, outside the scope of his employment, to any person known by him to have tuberculosis.

c. *Immunization.* Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease for which a presumption is

granted under this section, if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the U.S. Public Health Service, an emergency rescue or public safety member may be required by the city to undergo the immunization or prophylaxis unless the member's physician determines in writing that the immunization or other prophylaxis would pose a significant risk to the member's health. Absent such written declaration, failure or refusal by an emergency rescue or public safety member to undergo such immunization or prophylaxis disqualifies the member from the benefits of the presumption.

d. *Record of exposures.* The city shall maintain a record of any known or reasonably suspected exposure of an emergency rescue or public safety member in its employ to the disease described in this section and shall immediately notify the member of such exposure. An emergency rescue or public safety member shall file an incident or accident report with the city of each instance of known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis.

e. *Required medical tests; preemployment physical.* In order to be entitled to the presumption provided by this section:

1. An emergency rescue or public safety member must, prior to diagnosis, have undergone standard, medically acceptable tests for evidence of the communicable disease for which the presumption is sought, or evidence of medical conditions derived therefrom, which tests fail to indicate the presence of infection. This paragraph does not apply in the case of meningococcal meningitis.

2. On or after June 15, 1995, an emergency rescue or public safety member may be required to undergo a preemployment physical examination that tests for and fails to reveal any evidence of hepatitis or tuberculosis.

(3) *Non-rebuttable conclusive cancer presumption:* The provisions of Section 112.1816, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees may, if necessary, adopt uniform administrative rules for the conduct of hearings relating to this presumption and for the determination of any disqualifying events as reflected in the statute.

(c) *Disability benefits not-in-line of duty.* Any member with ten (10) years or more credited service who shall become totally and permanently disabled to the extent that he is unable,

by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability is not directly caused by the performance of his duties as a firefighter shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to the greater of (a) the member's accumulated contributions at five percent (5.0%) interest or (b) the greater of (i) two and one-quarter percent (2.25%) of average final compensation times years of credited service earned prior to October 1, 2002 plus three percent (3.0%) of average final compensation times years of credited service earned on and after October 1, 2002; or (c) 25% of the member's average final compensation. A member determined to be totally and permanently disabled from a non-service connected injury or disease and who has not completed ten (10) years of service shall receive a return of accumulated contributions with 5% interest. Eligibility requirements for disability benefits are set forth in subsection (g), below.

(d) *Conditions disqualifying disability benefits.* Each member who is claiming disability benefits shall establish, to the satisfaction of the board, that such disability was not occasioned primarily by:

- (1) Excessive or habitual use of any drugs, intoxicants or narcotics.
- (2) Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.
- (3) Injury or disease sustained while serving in any branch of the Armed Forces.
- (4) Injury or disease sustained by the member after his employment as a firefighter with the city of Clermont shall have terminated.
- (5) Injury or disease sustained by the member while working for anyone other than the city and arising out of such employment.

(e) *Physical examination requirement.* A member shall not become eligible for disability benefits until and unless he undergoes a physical examination by a qualified physician or physicians and/or surgeon or surgeons, who shall be selected by the board for that purpose. The board shall not select the member's treating physician or surgeon for this purpose except in an unusual case where the board determines that it would be reasonable and prudent to do so.

Any retiree receiving disability benefits under provisions of this ordinance may be required by the board to submit sworn statements of his condition accompanied by a physician's statement (provided at the retiree's expense) to the board annually and may be required by the board to undergo additional periodic re-examinations by a qualified physician or physicians and/or surgeon or surgeons who shall be selected by the board, to determine if such disability has ceased to exist. If the board finds that the retiree is no longer permanently and totally disabled to the extent that he is unable to render useful and efficient service as a firefighter, the board shall recommend to the city that the retiree be returned to performance of duty as a firefighter, and the

retiree so returned shall enjoy the same rights that he had at the time he was placed upon pension. In the event the retiree so ordered to return shall refuse to comply with the order within thirty (30) days from the issuance thereof, he shall forfeit the right to his pension.

The cost of the physical examination and/or re-examination of the member claiming or the retiree receiving disability benefits shall be borne by the fund. All other reasonable costs as determined by the board incident to the physical examination, such as, but not limited to, transportation, meals and hotel accommodations, shall be borne by the fund.

If the retiree recovers from disability and reenters the service of the city as a firefighter, his service will be deemed to have been continuous, but the period beginning with the first month for which he received a disability retirement income payment and ending with the date he reentered the service of the city will not be considered as credited service for the purposes of the system.

The board shall have the power and authority to make the final decisions regarding all disability claims.

(f) *Disability payments.* The monthly benefit to which a member is entitled in the event of the member's disability retirement shall be payable on the first day of the first month after the board determines such entitlement. However, the monthly retirement income shall be payable as of the date the board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

- (1) If the retiree recovers from the disability, the payment due next preceding the date of such recovery, or
- (2) If the retiree dies without recovering from disability, the payment due next preceding his death or the 120th monthly payment, whichever is later.

Provided, however, the disability retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in section 46-24.10, subsection (a)(1) or (a)(2), which shall be the actuarial equivalent of the normal form of benefit.

(g) *Eligibility for Disability Benefits.* Subject to (g)(4) below, only active members of the system on the date the board determines entitlement to a disability benefit are eligible for disability benefits.

- (1) Terminated persons, either vested or non-vested, are not eligible for disability benefits.
- (2) If a member voluntarily terminates his employment, either before or after filing an application for disability benefits, he is not eligible for disability benefits.

(3) If a member is terminated by the City for any reason other than for medical reasons, either before or after he files an application for disability benefits, he is not eligible for disability benefits.

(4) The only exception to (1) above is:

a. If the member is terminated by the City for medical reasons and he has already applied for disability benefits before the medical termination, or;

b. If the member is terminated by the City for medical reasons and he applies within 30 days after the medical termination date.

If either (4)a., or (4)b. above applies, the member's application will be processed and fully considered by the board.

Sec. 46-24.9. Vesting.

If a member terminates his employment as a firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

(a) If the member has less than five (5) years credited service upon termination, the member shall be entitled to a refund of his accumulated contributions or the member may leave it deposited with the fund.

(b) If the member has more than five (5), but less than ten (10) years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation, and the benefit accrual rate as of the date of termination, payable to him commencing at the member's normal or early retirement date, based on his actual years of credited service, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise normal or early retirement date in accordance with the following schedule:

Years of Service	Vested Percentage (%)
5	50%
6	60%
7	70%
8	80%
9	90%

For purposes of this section only, a member may start drawing his vested accrued benefit at age fifty-five (55). An early retirement deduction will be based on the years between age fifty-five (55) and his early retirement date.

(c) If the member has more than ten (10) years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the member's normal or early retirement date, based upon his actual years of credited service, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise normal or early retirement date

(d) If the member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under pre-retirement death.

Sec. 46-24.10. Optional forms of benefits

(a) In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified herein, a member, upon written request to the board, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one (1) of the following options:

- (1) A retirement income of a monthly amount payable to the retiree for his lifetime only.
- (2) A retirement income of a modified monthly amount, payable to the retiree during the lifetime of the retiree and following the death of the retiree, one hundred (100) percent, seventy-five (75) percent, sixty-six and two-thirds (66-2/3) percent

or fifty (50) percent of such monthly amount payable to a joint pensioner for his lifetime. Except where the Retiree's joint pensioner is his spouse, the payments to the joint pensioner as a percentage of the payments to the Retiree shall not exceed the applicable percentage provided for in the applicable table in the Treasury regulations. (See Q&A-2 of 1.401(a)(9)-6)

(3) If a member retires prior to the time at which social security benefits are payable, he may elect to receive an increased retirement benefit until such time as social security benefits shall be assumed to commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance during the entire period of retirement. The amounts payable shall be as recommended by the actuaries for the system, based upon the social security law in effect at the time of the member's retirement.

(4) For Members who do not participate in the DROP pursuant to Section 46-24.30, the member may elect a percentage of benefit in a lump sum as follows:

a. Five percent (5%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety-five percent (95%) paid under the normal form or as per (1), (2), or (3) above.

b. Ten percent (10%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety percent (90%) paid under the normal form or as per (1), (2), or (3) above.

c. Fifteen percent (15%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty-five percent (85%) paid under the normal form or as per (1), (2), or (3) above.

d. Twenty percent (20%) of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty percent (80%) paid under the normal form or as per (1), (2), or (3) above.

(b) The member, upon electing any option of this section, will designate the joint pensioner (subsection (a)(2) above) or beneficiary (or beneficiaries) to receive the benefit, if any, payable under the system in the event of member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary beneficiaries where applicable. A member may change his beneficiary at any time. If a member has elected an option with a joint pensioner and member's retirement income benefits have commenced, member may thereafter change his designated beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner

has deceased for purposes of calculating the new payment.

(c) The consent of a member's or retiree's joint pensioner or beneficiary to any such change shall not be required. The rights of all previously-designated beneficiaries to receive benefits under the system shall thereupon cease.

(d) Upon change of a retiree's joint pensioner in accordance with this section, the amount of the retirement income payable to the retiree shall be actuarially redetermined to take into account the age of the former joint pensioner, the new joint pensioner and the retiree and to ensure that the benefit paid is the actuarial equivalent of the present value of the retiree's then-current benefit at the time of the change. Any such retiree shall pay the actuarial recalculation expenses. Each request for a change will be made in writing on a form prepared by the board and on completion will be filed with the board. In the event that no designated beneficiary survives the retiree, such benefits as are payable in the event of the death of the retiree subsequent to his retirement shall be paid as provided in section 46-24.11.

(e) Retirement income payments shall be made under the option elected in accordance with the provisions of this section and shall be subject to the following limitations:

- (1) If a member dies prior to his normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under section 46-24.7.
- (2) If the designated beneficiary (or beneficiaries) or joint pensioner dies before the member's retirement under the system, the option elected will be canceled automatically and a retirement income of the normal form and amount will be payable to the member upon his retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this section or a new beneficiary is designated by the member prior to his retirement.
- (3) If both the retiree and the beneficiary (or beneficiaries) designated by member or retiree die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection (a), the board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with section 46-24.11.
- (4) If a member continues beyond his normal retirement date pursuant to the provisions of section 46-24.6, subsection (a), and dies prior to his actual retirement and while an option made pursuant to the provisions of this section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a beneficiary (or beneficiaries) designated by the member in the amount or amounts computed as if the member had retired under the option

on the date on which his death occurred.

(5) The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy-two (72) (or seventy and one-half (70½) if that age was reached before December 31, 2019) or the calendar year in which the member terminates employment with the City.

(f) A retiree may not change his retirement option after the date of cashing or depositing his first retirement check.

(g) Notwithstanding anything herein to the contrary, the board in its discretion, may elect to make a lump sum payment to a member or a member's beneficiary in the event that the total commuted value of the monthly income payments to be paid do not exceed one thousand dollars (\$1,000.00). Any such payment made to any person pursuant to the power and discretion conferred upon the board by the preceding sentence shall operate as a complete discharge of all obligations under the system with regard to such member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons.

Sec. 46-24.11. Beneficiaries.

(a) Each member or retiree may, on a form provided for that purpose, signed and filed with the board, designate a beneficiary (or beneficiaries) to receive the benefit, if any, which may be payable in the event of his death. Each designation may be revoked or changed by such member or retiree by signing and filing with the board a new designation-of-beneficiary form. Upon such change, the rights of all previously designated beneficiaries to receive any benefits under the system shall cease.

(b) If a deceased member or retiree failed to name a beneficiary in the manner prescribed in subsection (a), or if the beneficiary (or beneficiaries) named by a deceased member or retiree predeceases the member or retiree, the death benefit, if any, which may be payable under the system with respect to such deceased member or retiree, shall be paid to the estate of the member or retiree and the board, in its discretion, may direct that the commuted value of the remaining monthly income benefits be paid in a lump sum.

(c) Any payment made to any person pursuant to this section shall operate as a complete discharge of all obligations under the system with regard to the deceased member and any other persons with rights under the system and shall not be subject to review by anyone but shall be final, binding and conclusive on all persons ever interested hereunder.

Sec. 46-24.12. Claims procedures.

(a) The board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("claimant"), including members, retirees, beneficiaries, or any person affected by a decision of the board.

(b) The board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the board's claims procedures. The claimant may request in writing the issuance of subpoenas by the board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.

Sec. 46-24.13. Reports to division of retirement

Each year and no later than March 15th, the board shall file an annual report with the Division of Retirement containing the documents and information required by F.S. § 175.261.

Sec. 46-24.14. Roster of retirees.

The secretary of the board shall keep a record of all persons enjoying a pension under the provisions of this ordinance in which it shall be noted the time when the pension is allowed and when the same shall cease to be paid. Additionally, the secretary shall keep a record of all members in such a manner as to show the name, address, date of employment and date of termination of employment.

Sec. 46-24.15. Maximum pension.

(a) *Basic limitation.* Notwithstanding any other provisions of this system to the contrary, the member contributions paid to, and retirement benefits paid from, the system shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan member may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) (\$160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A)). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

(b) *Adjustments to basic limitation for form of benefit.* If the benefit under the plan is other than the annual benefit described in subsection (a), then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

- (1) For a benefit paid in a form to which section 417(e)(3) of the code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:
 - a. The annual amount of the straight life annuity (if any) payable to the member under the plan commencing at the same annuity starting date as the form of benefit to the member, or
 - b. The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the member, computed using a 5 percent interest assumption (or the applicable statutory interest assumption) and (I) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or
- (2) For a benefit paid in a form to which section 417(e)(3) of the code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:
 - a. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and

mortality table, or tabular factor, specified in the plan for actuarial experience;

b. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a 5.5 percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or

c. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the plan year with a one-year stabilization period)) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code), divided by 1.05.

(3) The actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections (1) and (2) above.

(c) *Benefits not taken into account.* For purposes of this Section, the following benefits shall not be taken into account in applying these limits:

(1) Any ancillary benefit which is not directly related to retirement income benefits;

(2) Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of

Code Section 415(b)(1)); and

(3) That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

(d) *COLA effect.* Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

(1) A member's applicable limit will be applied to the member's annual benefit in the member's first limitation year of benefit payments without regard to any automatic cost of living adjustments;

(2) thereafter, in any subsequent limitation year, a member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(3) in no event shall a member's benefit payable under the system in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the system, for purposes of applying the limits under Code Section 415(b), a Member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Code and applicable Treasury Regulations.

(e) *Other adjustments in limitations.*

(1) In the event the member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) annual benefit beginning at age sixty-two (62).

(2) In the event the member's benefit is based on at least fifteen (15) years of credited service as a full-time employee of the fire or police department of the City, the adjustments provided for in (e)(1) above shall not apply.

(3) The reductions provided for in (e)(1) above shall not be applicable to disability benefits pursuant to Sec. 46-24.8, or pre-retirement death benefits paid pursuant to Sec. 46-24.7.

(4) In the event the member's retirement benefit becomes payable after age

sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection (a) herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

(f) *Less than ten (10) years of participation.* The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 46-24.8, or pre-retirement death benefits paid pursuant to Sec. 46-24.7.

(g) *Participation in other defined benefit plans.* The limit of this section with respect to any member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the City shall apply as if the total benefits payable under all City defined benefit plans in which the member has been a member were payable from one plan.

(h) *Ten thousand dollar (\$10,000) limit; less than ten years of service.* Notwithstanding anything in this Sec. 46-24.15, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h) of Sec. 46-24.15 if the benefits payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable limitation year and for any prior limitation year and the City has not any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of Sec. 46-24.15 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

(i) *Reduction of benefits.* Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the member's benefit under any defined benefit plans in which member participated, such reduction to be made first with respect to the plan in which member most recently accrued benefits and thereafter in such priority as shall be determined by the board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the member participated, such reduction to be made first with respect to the plan in which member most recently accrued benefits and thereafter in such priority as shall be established by the board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the board and the plan administrator of all other plans

covering such member.

(j) *Service credit purchase limits.*

(1) Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a member makes one or more contributions to purchase permissive service credit under the system, as allowed in Sections 46-24.25 and 46-24.26, then the requirements of this section will be treated as met only if:

a. the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or

b. the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

For purposes of applying subparagraph (j)(1)a., the System will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this subparagraph, and for purposes of applying subparagraph (j)(1)b. the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph.

(2) For purposes of this subsection the term "permissive service credit" means service credit—

a. recognized by the system for purposes of calculating a member's benefit under the plan,

b. which such member has not received under the plan, and

c. which such member may receive only by making a voluntary additional contribution, in an amount determined under the system, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the system, include service credit for periods for which there is no performance of service, and, notwithstanding clause (j)(2)b., may include service credited in order to provide an increased benefit for service credit which a member is receiving under the system.

(k) *Contribution Limits.*

(1) For purposes of applying the Code Section 415(c) limits which are incorporated by reference and for purposes of this subsection (k), only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a limitation year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the system, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 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 Section 3401(a)(2)).

a. However, for limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

b. For limitation years beginning on and after January 1, 2007, compensation for the limitation year will also include compensation paid by the later of 2½ months after an employee's severance from employment or the end of the limitation year that includes the date of the employee's severance from employment if:

1. the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or

2. the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.

c. Back pay, within the meaning of Treasury Regulations Section 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.

(2) Notwithstanding any other provision of law to the contrary, the board may modify a request by a member to make a contribution to the system if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

a. If the law requires a lump sum payment for the purchase of service credit, the board may establish a periodic payment deduction plan for the member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

b. If payment pursuant to subparagraph (k)(2)a. will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the board may either reduce the member's contribution to an amount within the limits of that section or refuse the member's contribution.

(3) If the annual additions for any member for a limitation year exceed the limitation under section 415(c) of the code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).

(4) For limitation years beginning on or after January 1, 2009, a member's compensation for purposes of this subsection (k) shall not exceed the annual limit under section 401(a)(17) of the code.

(l) *Additional limitation on pension benefits.* Notwithstanding anything herein to the contrary:

(1) The normal retirement benefit or pension payable to a retiree who becomes a member of the system and who has not previously participated in such system, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his average final compensation. However, nothing contained in this section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.

(2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit

or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 1223, Title 10, U.S. Code.

(m) *Effect of Direct Rollover on 415(b) Limit.* If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

Sec. 46-24.16. Minimum Distribution of benefits.

(a) *General rules.*

(1) *Effective date.* Effective as of January 1, 1989, the plan will pay all benefits in accordance with a good faith interpretation of the requirements of Code Section 401(a)(9) and the regulations in effect under that section, as applicable to a governmental plan within the meaning of Code Section 414(d). Effective on and after January 1, 2003, the plan is also subject to the specific provisions contained in this Section. The provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(2) *Precedence.* The requirements of this section will take precedence over any inconsistent provisions of the plan.

(3) *TEFRA Section 242(b)(2) Elections.* Notwithstanding the other provisions of this section other than this subsection (a)(3), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that related to Section 242(b)(2) of TEFRA.

(b) *Time and manner of distribution.*

(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the Member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy-two (72) (or seventy and one-half (70½) if that age was reached before December 31, 2019) or the calendar year in which the member terminates employment with the city.

(2) *Death of member before distributions begin.* If the member dies before

distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age seventy-two (72) (or seventy and one-half (70½) if that age was reached before December 31, 2019) , if later, as the surviving spouse elects.

b. If the member's surviving spouse is not the member's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died.

c. If there is no designated beneficiary as of September 30 of the year following the year of the member's death, the member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the member's death.

d. If the member's surviving spouse is the member's sole designated beneficiary and the surviving spouse dies after the member but before distributions to the surviving spouse begin, this subsection (b)(2), other than subsection (b)(2)a., will apply as if the surviving spouse were the member.

For purposes of this subsection (b)(2), distributions are considered to begin on the member's required beginning date or, if subsection (b)(2)d. applies, the date of distributions are required to begin to the surviving spouse under subsection (b)(2)a. If annuity payments irrevocably commence to the member before the member's required beginning date (or to the member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(2)a.) the date distributions are considered to begin is the date distributions actually commence.

(3) *Death After Distributions Begin.* If the member dies after the required distribution of benefits has begun, the remaining portion of the member's interest must be distributed at least as rapidly as under the method of distribution before the member's death.

(4) *Form of distribution.* Unless the member'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 this section. If the member'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 Section 401(a)(9) of the Code and Treasury regulations. Any part of the member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Treasury regulations that apply to individual accounts.

(c) *Determination of amount to be distributed each year.*

(1) *General requirements.* If the member's interest is paid in the form of annuity distributions under the plan, payments under the annuity will satisfy the following requirements:

a. The annuity distributions will be paid in periodic payments made at intervals not longer than one year.

b. The member's entire interest must be distributed pursuant to Sec. 46-24.6, Sec. 46-24.7, Sec. 46-24.9, or Sec. 46-24.10 (as applicable) and in any event over a period equal to or less than the member's life or the lives of the member and a designated beneficiary, or over a period not extending beyond the life expectancy of the member or of the member and a designated beneficiary. The life expectancy of the member, the member's spouse, or the member's beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

(2) *Amount required to be distributed by required beginning date.* The amount that must be distributed on or before the member's required beginning date (or, if the member dies before distributions begin, the date distributions are required to begin under Sec. 46-24.7) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., monthly. All of the member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the member's required beginning date.

(3) *Additional accruals after first distribution calendar year.* Any additional benefits accruing to the member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) *General distribution rules.*

(1) The amount of an annuity paid to a member's beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Code Section 401(a)(9)(G), and effective for any annuity commencing on or after January 1, 2008, the minimum distribution incidental benefit rule under Treasury Regulation Section 1.401(a)(9)-6, Q&A-2.

(2) The death and disability benefits provided by the plan are limited by the incidental benefit rule set forth in Code Section 401(a)(9)(G) and Treasury Regulation Section 1.401-1(b)(1)(I) or any successor regulation thereto. As a result, the total death or disability benefits payable may not exceed 25% of the cost for all of the members' benefits received from the retirement system.

(e) *Definitions.*

(1) *Designated beneficiary.* The individual who is designated as the beneficiary under the plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(2) *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the member's required beginning date. For distributions beginning after the member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Sec. 46-24.7.

Sec. 46-24.17. Miscellaneous provisions

(a) *Interest of members in system.* All assets of the fund are held in trust, and at no time prior to the satisfaction of all liabilities under the system with respect to retirees and members and their spouses or beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

(b) *No reduction of accrued benefits.* No amendment or ordinance shall be adopted by the City Council of the City of Clermont which shall have the effect of reducing the then vested accrued benefits of members or a member's beneficiaries.

(c) *Qualification of system.* It is intended that the system will constitute a qualified public pension plan under the applicable provisions of the code for a qualified plan under code section 401(a) and a governmental plan under code section 414(d), as now in effect or hereafter

amended. Any modification or amendment of the system may be made retroactively, if necessary or appropriate, to qualify or maintain the system as a plan meeting the requirements of the applicable provisions of the code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

(d) *Use of forfeitures.* Forfeitures arising from terminations of service of members shall serve only to reduce future city contributions.

(e) *Prohibited Transactions.* Effective as of January 1, 1989, a board may not engage in a transaction prohibited by Code Section 503(b).

(f) *USERRA.* Effective December 12, 1994, notwithstanding any other provision of this system, contributions, benefits and service credit with respect to qualified military service are governed by Code Section 414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. To the extent that the definition of "credited service" sets forth contribution requirements that are more favorable to the member than the minimum compliance requirements, the more favorable provisions shall apply.

(g) *Vesting.*

(1) Member will be 100% vested in all benefits upon attainment of the plan's age and service requirements for the Plan's normal retirement benefit; and

(2) A member will be 100% vested in all accrued benefits, to the extent funded, if the plan is terminated or experiences a complete discontinuance of employer contributions.

(h) *Electronic forms.* In those circumstances where a written election or consent is not required by the plan or the Code, an oral, electronic, or telephonic form in lieu of or in addition to a written form may be prescribed by the board. However, where applicable, the board shall comply with Treas. Reg. § 1.401(a)-21.

(i) *Compliance with Chapter 175, Florida Statutes.* It is intended that the system will continue to qualify for funding under F.S. §175.091 determined based upon his actual years of Credited Service. Accordingly, unless otherwise required by law, any provision of the system which violates the requirements of F.S. ch. 175, as amended from time to time, shall be superseded by and administered in accordance with the requirements of such chapter.

(j) *IRS Compliance:*

(1) It is intended that the Plan be administered at all times in accordance with the provisions of the Internal Revenue Code and the corresponding Treasury Regulations applicable to a governmental defined

benefit retirement plan.

(2) In recognition of the changing requirements of plan qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the City Commission.

(k) *Missing Benefit Recipients.* The System shall follow the procedures outlined in the IRS Employee Plans Compliance Resolution System (EPCRS) Program and other applicable IRS guidance to locate any missing individuals to whom a full unreduced benefit payment is due and if, at the conclusion of such efforts, the individual cannot be located, the existing procedure of cancelling payments otherwise due (provided that, if the individual is later located, the benefits due shall be paid) will apply.

Sec. 46-24.18. Repeal or termination of system

(a) This ordinance establishing the system and fund, and subsequent ordinances pertaining to said system and fund, may be modified, terminated, or amended, in whole or in part; provided that if this or any subsequent ordinance shall be amended or repealed in its application to any person benefitting hereunder, the amount of benefits which at the time of any such alteration, amendment, or repeal shall have accrued to the member or beneficiary shall not be affected thereby.

(b) If this ordinance shall be repealed, or if contributions to the system are discontinued or if there is a transfer, merger or consolidation of government units, services or functions as provided in F.S. ch. 121, the board shall continue to administer the system in accordance with the provisions of this ordinance, for the sole benefit of the then members, any beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options provided for in this ordinance who are designated by any of said members. In the event of repeal, discontinuance of contributions, or transfer, merger or consolidation of government units, services or functions, there shall be full vesting (100%) of benefits accrued to date of repeal and such benefits shall be nonforfeitable.

(c) The fund shall be distributed in accordance with the following procedures:

(1) The board shall determine the date of distribution and the asset value required to fund all the nonforfeitable benefits after taking into account the expenses of such distribution. The board shall inform the city if additional assets are required, in which event the city shall continue to financially support the plan

until all nonforfeitable benefits have been funded.

(2) The board shall determine the method of distribution of the asset value, whether distribution shall be by payment in cash, by the maintenance of another or substituted trust fund, by the purchase of insured annuities, or otherwise, for each firefighter entitled to benefits under the plan as specified in subsection (3).

(3) The board shall distribute the asset value as of the date of termination in the manner set forth in this subsection, on the basis that the amount required to provide any given retirement income is the actuarially computed single-sum value of such retirement income, except that if the method of distribution determined under subsection (2) involves the purchase of an insured annuity, the amount required to provide the given retirement income is the single premium payable for such annuity. The actuarial single-sum value may not be less than the firefighter's accumulated contributions to the plan, with interest if provided by the plan, less the value of any plan benefits previously paid to the firefighter.

(4) If there is asset value remaining after the full distribution specified in subsection (3), and after the payment of any expenses incurred with such distribution, such excess shall be returned to the city, less return to the State of the State's contributions, provided that, if the excess is less than the total contributions made by the city and the State to date of termination of the plan, such excess shall be divided proportionately to the total contributions made by the city and the State.

(5) The board shall distribute, in accordance with subsection (2), the amounts determined under subsection (3).

If, after twenty-four (24) months after the date the plan terminated or the date the board received written notice that the contributions thereunder were being permanently discontinued, the city or the board of the fund affected has not complied with all the provisions in this section, the Florida Department of Management Services will affect the termination of the fund in accordance with this section.

Sec. 46-24.19. Domestic relations orders; retiree directed payments; Exemption from execution, non-assignability.

(a) *Domestic relations orders.*

(1) Prior to the entry of any domestic relations order which affects or purports to affect the system's responsibility in connection with the payment of benefits of a retiree, the member or retiree shall submit the proposed order to the board for review to determine whether the system may legally honor the order.

(2) If a domestic relations order is not submitted to the board for review prior to entry of the order, and the system is ordered to take action that it may not legally take, and the system expends administrative or legal fees in resolving the matter, the member or retiree who submits such an order will be required to reimburse the system for its expenses in connection with the order.

(b) *Retiree directed payments.* The board may, upon written request by a retiree or by a dependent, when authorized by a retiree or the retiree's beneficiary, authorize the system to withhold from the monthly retirement payment those funds that are necessary to pay for the benefits being received through the city, to pay the certified bargaining agent of the city, to make payment to insurance companies for insurance premiums as permitted by F.S. Chapter 175 and to make any payments for child support or alimony.

(c) *Exemption from execution, non-assignability.* Except as otherwise provided by law, the pensions, annuities, or any other benefits accrued or accruing to any person under the provisions of this ordinance and the accumulated contributions and the cash securities in the fund created under this ordinance are hereby exempted from any state, county or municipal tax and shall not be subject to execution, attachment, garnishment or any legal process whatsoever and shall be unassignable.

Sec. 46-24.20. Pension validity

The board shall have the power to examine into the facts upon which any pension shall heretofore have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently or illegally for any reason. The board is empowered to purge the pension rolls or correct the pension amount of any person heretofore granted a pension under prior or existing law or any person hereafter granted a pension under this ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any person who has heretofore under any prior or existing law been or who shall hereafter under this ordinance be erroneously, improperly or illegally classified. Any overpayments or underpayments shall be corrected and paid or repaid in a reasonable manner determined by the board.

Sec. 46-24.21. Forfeiture of pension

(a) Any member who is convicted of the following offenses committed prior to retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this system, except for the return of his accumulated contributions as of the date of termination. Specified offenses are as follows:

- (1) The committing, aiding or abetting of an embezzlement of public funds;
- (2) The committing, aiding or abetting of any theft by a public officer or employee from employer;
- (3) Bribery in connection with the employment of a public officer or employee;
- (4) Any felony specified in F.S. ch. 838;
- (5) The committing of an impeachable offense;
- (6) The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position; or
- (7) The committing on or after October 1, 2008, of any felony defined in F.S. Section 800.04, against a victim younger than sixteen (16) years of age, or any felony defined in F.S. ch. 794, against a victim younger than eighteen (18) years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

(b) Conviction shall be defined as an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the senate of an impeachable offense.

(c) Court shall be defined as any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the board shall hold a hearing on which notice shall be given to the member whose benefits are being considered for forfeiture. Said member shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the member shall be afforded a full opportunity to present his case against forfeiture.

(d) Any member who has received benefits from the system in excess of his accumulated contributions after member's rights were forfeited shall be required to pay back to the fund the amount of the benefits received in excess of his accumulated contributions. The board may implement all legal action necessary to recover such funds.

Sec. 46-24.22. Conviction and forfeiture; false, misleading or fraudulent statements.

(a) It is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the system.

(b) A person who violates subsection (a) commits a misdemeanor of the first degree, punishable as provided in F.S. §775.082 or §775.083.

(c) In addition to any applicable criminal penalty, upon conviction for a violation described in subsection (a), a member or beneficiary of the system may, in the discretion of the board, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under the system. For purposes of this subsection, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

Sec. 46-24.23. Indemnification.

(a) To the extent not covered by insurance contracts in force from time to time, the city shall indemnify, defend and hold harmless members of the board from all personal liability for damages and costs, including court costs and attorneys' fees, arising out of claims, suits, litigation, or threat of same, herein referred to as "claims", against these individuals because of acts or circumstances connected with or arising out of their official duty as members of the board. The city reserves the right, in its sole discretion, to settle or not settle the claim at any time, and to appeal or to not appeal from any adverse judgment or ruling, and in either event will indemnify, defend and hold harmless any members of the board from the judgment, execution, or levy thereon.

(b) This section shall not be construed so as to relieve any insurance company or other entity liable to defend the claim or liable for payment of the judgment or claim, from any liability, nor does this section waive any provision of law affording the city immunity from any suit in whole or part, or waive any other substantive or procedural rights the city may have.

(c) This section shall not apply nor shall the city be responsible in any manner to defend or pay for claims arising out of acts or omissions of members of the board which constitute felonies or gross malfeasance or gross misfeasance in office.

Sec. 46-24.24. Direct transfers of eligible rollover distributions

(a) *Rollover distributions.*

(1) *General.* This section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the system 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 board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) *Definitions.*

a. *Eligible rollover distribution:* An eligible rollover distribution is 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 years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the code and the portion of any distribution that is not includible in gross income. Effective January 1, 2002, any portion of any distribution which would be includible in gross income as after-tax employee contributions will be an eligible rollover distribution if the distribution is made to an individual retirement account described in section 408(a); to an individual retirement annuity described in section 408(b); to a qualified defined contribution plan described in section 401(a) or 403(a) 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; or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or to an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

b. *Eligible retirement plan:* An eligible retirement plan is an individual retirement account described in section 408(a) of the code; an individual retirement annuity described in section 408(b) of the code; an

annuity plan described in section 403(a) of the code; effective January 1, 2002, an eligible deferred compensation plan described in section 457(b) of the code which is maintained by an eligible employer described in section 457(e)(1)(A) of the code and which agrees to separately account for amounts transferred into such plan from this plan; effective January 1, 2002, an annuity contract described in section 403(b) of the code; a qualified trust described in section 401(a) of the code; or effective January 1, 2008, a Roth IRA described in section 408A of the code, that accepts the distributee's eligible rollover distribution. This definition shall also apply in the case of an eligible rollover distribution to the surviving spouse.

c. *Distributee*: A distributee includes an employee or former employee. It also includes the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse. Effective January 1, 2007, it further includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may rollover the distribution only to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

d. *Direct rollover*: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(b) *Rollovers or transfers into the fund*. On or after January 1, 2002, the system will accept, solely for the purpose of purchasing credited service as provided herein, permissible Member requested transfers of funds from other retirement or pension plans, member rollover cash contributions and/or direct cash rollovers of distributions made on or after January 1, 2002, as follows:

(1) *Transfers and direct rollovers or member rollover contributions from other plans*. The system will accept either a direct rollover of an eligible rollover distribution or a member contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, from an annuity contract described in section 403(b) of the Code or from an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The system will also accept legally permissible member requested transfers of funds from other retirement or pension plans.

(2) *Member rollover contributions from IRAs*. The system will accept a member rollover contribution of the portion of a distribution from an individual

retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over.

(c) *Elimination of Mandatory Distributions.* Notwithstanding any other provision herein to the contrary, in the event this Plan provides for a mandatory (involuntary) cash distribution from the Plan not otherwise required by law, for an amount in excess of one-thousand dollars (\$1,000.00), such distribution shall be made from the Plan only upon written request of the Member and completion by the Member of a written election on forms designated by the Board, to either receive a cash lump sum or to rollover the lump sum amount.

Sec. 46-24.25. Family and medical leave act

The fractional parts of the twelve (12) month period ending each March 1 that a member is on leave without pay from the city pursuant to the Family and Medical Leave Act (FMLA) shall be added to his credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) The request for credited service for FMLA leave time for the twelve (12) month period prior to each March 1 and payment of professional fees shall be made on or before March 31.
- (3) Payment by the member of the required amount shall be made on or before April 30 for the preceding twelve (12) month period ending March 1 and shall be made in one (1) lump sum payment upon receipt of which credited service shall be issued.
- (4) Credited service purchased pursuant to this section shall not count toward vesting.

Sec. 46-24.26. Military service prior to employment

The years or fractional parts of years that a firefighter serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable

conditions, prior to first and initial employment with the city Fire department shall be added to his years of credited service provided that:

(1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.

a. The member salary used as the initial salary for the projected salary will be the salary for the member for the year preceding each purchase of service credits.

b. The calculation of the full actuarial cost will be made using the assumptions used in the actuarial valuation performed prior to the purchase of the service credits.

(2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.

(3) Payment by the member of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given or the Member may elect to make payment for the requested Credited Service over a period of time as provided for in paragraph (6) below. Vested Members may use their Share Account balance to purchase this permissive service as provided for in section 46-24.29(I) of this System. The transfer of these Share Account funds does not convert the Share Account funds to employee contributions under this System.

(4) The maximum credit under this section, combined with Section 46-24.27, Prior Firefighter Service, shall be five (5) years.

(5) Credited service purchased pursuant to this section shall count for vesting, benefit accrual, and for satisfying service requirements for benefits.

(6) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to

the following terms:

a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.

b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment and shall be re-amortized annually to reflect changes in the interest rate provided for in subparagraph c. below.

c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments..

d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.

e. In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.

f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Sec. 46-24.27. Prior firefighter service

Unless otherwise prohibited by law, and except as provided for in Sec. 46-24.1, the years or fractional parts of years that a member previously served as a full-time firefighter with the city during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional parts of years that a member served as a full-time firefighter for any other municipal, county or state law enforcement department in the State of Florida shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
 - a. The member salary used as the initial salary for the projected salary will be the salary for the member for the year preceding each purchase of service credits.
 - b. The calculation of the full actuarial cost will be made using the assumptions used in the actuarial valuation performed prior to the purchase of the service credits.
- (2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.
- (3) Payment by the firefighter of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given, or the Member may elect to make payment for the requested Credited Service over a period of time as provided for in paragraph (7) below. Vested Members may use their Share Account balance to purchase this permissive service as provided for in section 46-24.29(1) of this System. The transfer of these Share Account funds does not convert the Share Account funds to employee contributions under this System.
- (4) The maximum credit under this section for service other than with the City of Clermont, combined with Section 46-24.26, Prior Military Service , shall be five (5) years of credited service and shall count for all purposes. There shall be no maximum purchase of credit for prior service with the City of Clermont and such credit shall count for all purposes, including vesting.
- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in section 46-24.15, subsection (1)(2).
- (6) For purposes of determining credit for prior service as a firefighter as provided for in this section, in addition to service as a firefighter in this state, credit

may be purchased by the member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Division of State Fire Marshal, as provided in Chapter 633, Florida Statutes, or the firefighter provides proof to the board that such service is equivalent to the service required to meet the definition of a firefighter under Sec. 46-24.1, above.

(7) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:

a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.

b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.

c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.

d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.

e. In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.

f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Sec. 46-24.28. Reemployment after retirement

(a) Any retiree who is retired under this may be reemployed by any public or private employer, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this system. Notwithstanding the previous sentence, reemployment by the city shall be subject to the limitations set forth in this section.

(b) *After normal retirement.* Any retiree who is retired under normal retirement pursuant to this system and who is reemployed as a firefighter after that retirement and, by virtue of that reemployment, is eligible to participate in this system, shall upon being reemployed discontinue receipt of benefits. Upon reemployment, the retiree shall be deemed to be fully vested and the additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, average final compensation, and credited service as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, average final compensation (based only on the subsequent employment period), and credited service as of the date of subsequent retirement. The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit.

(c) Any retiree who is retired under normal retirement pursuant to this system and who is reemployed by the city after that retirement and, by virtue of that reemployment is ineligible to participate in this system, shall, during the period of such reemployment, continue receipt of benefits during any subsequent employment period.

(d) *After early retirement.* Any retiree who is retired under early retirement pursuant to this system and who subsequently becomes an employee of the city in any capacity shall discontinue receipt of benefits from the system. If by virtue of that reemployment, the retiree is eligible to participate in this system, the retiree shall be deemed to be fully vested and the additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, average final compensation, credited service and early retirement reduction factor as of that date and the retirement benefit amount for any subsequent employment period

shall be based upon the benefit accrual rate, average final compensation (based only on the subsequent employment period), and credited service as of the date of subsequent retirement. The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this section if the member was permitted to retire prior to the customary retirement date provided for in the system at the time of retirement.

(e) *After disability retirement.*

(1) Subject to paragraph (2) below, any retiree who is retired under section 46-24.8, Disability (“disability retiree”), may, subject to subsection (e), physical examination requirement, of that section, be reemployed by any public or private employer, and may receive compensation from that employment without limiting or restricting in any way, the retirement benefits payable under this system, unless such disability retiree is rehired as a firefighter or performing services which are similar to firefighting services.

(2) Any disability retiree who subsequently becomes an employee of the city in any capacity, except as a firefighter, shall discontinue receipt of disability benefits from the system for the period of any such employment.

(3) If a disability retiree is reemployed as a firefighter for the city, his disability benefit shall cease and Sec. 46-24.8 shall apply.

(f) *Reemployment of terminated vested persons.* Reemployed terminated vested persons shall not be subject to the provisions of this section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early retirees for purposes of applying the provisions of this section and their status as an early or normal retiree shall be determined by the date they elect to begin to receive their benefit.

(g) *DROP participants.* Retirees who were in the deferred retirement option plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

Sec. 46-24.29. Supplemental benefit component for special benefits; Chapter 175 share accounts.

There was established, effective January 24, 2017, an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefit to be in addition to the benefits provided for in the previous Sections of this plan, such benefit to be funded solely and entirely by F.S. Chapter 175, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. §175.351. Effective January 24, 2017, the City shall use 100% of all future Chapter 175 annual distributions up to the amount received in the 2012 calendar year (\$188,967) and 50% of any future annual amount in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be allocated to this supplemental component ("Share Plan"), and shall be further allocated to the members and DROP participants as follows:

(a) *Individual Member Share Accounts.* The board shall create individual "member share accounts" for all actively employed plan members and DROP participants and maintain appropriate books and records showing the respective interest of each member or DROP participant hereunder. Each member or DROP participant shall have a member share account for his share of the F.S. Chapter 175 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain separate member share accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

(b) *Share Account Funding.*

(1) Individual member share accounts were established as of January 24, 2017 for all members and DROP participants who were actively employed as of January 24, 2017. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (c) of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 2015.

(2) Any forfeitures as provided in subsection (d), shall be used as part of future allocations to the individual member share accounts in accordance with the formula set forth in subsection (c)(1).

(c) *Allocation of Monies to Share Accounts.*

(1) *Allocation of Chapter 175 Contributions.*

a. *Initial Allocation.* Effective January 24, 2017, the amount of any premium tax monies allocated to the share plan were allocated to

individual member share accounts based on their completed months of credited service in proportion to the combined completed months of credited service of all participants.

All premium tax monies allocated to the share plan in any subsequent plan year shall be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual member share accounts at the end of each plan year on September 30 (a “valuation date”). To be eligible for a distribution, an individual member must be employed on September 30.

b. *Annual Allocations.* On each valuation date, each current actively employed member of the plan not participating in the DROP, each DROP participant and each retiree who retires or DROP participant who has terminated DROP participation in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a deceased member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:

c. The total funds subject to allocation on each valuation date shall be divided equally among those persons eligible for an allocation and allocated to the member share account of those eligible for an allocation.

d. Re-employed retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.

(2) *Allocation of Investment Gains and Losses.* On each valuation date, each individual member share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these

annual contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

(3) *Allocation of Costs, Fees and Expenses.* The Board of Trustees shall pay all costs and expenses for the management and operation for the current fiscal year and shall set aside as much of the income as it considers advisable as a reserve for expenses for the next fiscal year.

(4) *No Right to Allocation.* The fact of allocation or credit of an allocation to a member's share account by the board shall not vest in any member, any right, title, or interest in the assets of the trust or in the Chapter 175 tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

(5) Members and DROP participants shall be provided annual statements setting forth their share account balance as of the end of the plan year.

(d) *Forfeitures.* Any member who has less than five (5) years of service credit and who is not otherwise eligible for payment of benefits after termination of employment with the city as provided for in subsection (e) shall forfeit his individual member share account. Forfeited amounts shall be included and used as part of the Chapter 175 tax revenues for future allocations to individual member share accounts on each valuation date in accordance with the formula set forth in subsection (c)(1).

(e) *Eligibility For Benefits.* Any member (or his beneficiary) or DROP participant who terminates employment as a firefighter with the City or who dies, upon application filed with the board, shall be entitled to be paid the value of his individual member share account, subject to the following criteria:

(1) *Retirement Benefit.*

a. A member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early retirement pursuant to Section 46-24.6, or if the member enters the DROP, upon termination of employment.

b. Such payment shall be made as provided in subsection (f).

(2) *Termination Benefit.*

a. In the event that a member's employment as a firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive one hundred percent (100%) of the value of his share

account, but only if he is either partially or totally vested in accordance with Section 46-24.9.

b. Such payment shall be made as provided in subsection (f).

(3) *Disability Benefit.*

a. In the event that a member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 46-24.8, subsection (a) or a not-in-line of duty disability benefit pursuant to Section 46-24.8, subsection (c), he shall be entitled to one hundred percent (100%) of the value of his share account.

b. Such payment shall be made as provided in subsection (f).

(4) *Death Benefit.*

a. In the event that a member or DROP participant dies while actively employed as a firefighter, one hundred percent (100%) of the value of his member share account shall be paid to his designated Beneficiary as provided in Section 46-24.7.

b. Such payment shall be made as provided in subsection (f).

(f) *Payment of Benefits.* If a member or DROP participant terminates employment for any reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (c) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

(g) *Benefits Not Guaranteed.* All benefits payable under this Section 46-24.29 shall be paid only from the assets accounted for in individual member share accounts. Neither the City nor the board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the board nor any trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the member share account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the board subject to the restrictions otherwise applicable to fund investments.

(h) *Notional account.* The member share account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the

system. There is no change in the system's assets, and there is no distribution available to the member or DROP participant until the member's or DROP participant's termination from employment. The member or DROP participant has no control over the investment of the share account.

(i) *No employer discretion.* The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

(j) *Maximum Additions.* Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the code pursuant to the provisions of Section 46-24.15, subsection (k).

(k) *IRC limit.* The share account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

(l) *Use for Permissive Service Purchase.* Vested Members may use their share account balance to purchase permissive service as defined in sections 46-24.26 and 46-24.27 of this System. The transfer of these funds does not convert the Share Account funds to employee contributions under this System.

Sec. 46-24.30. Deferred Retirement Option Plan

(a) *Definitions.* As used in this section 46-24.30, the following definitions apply:

(1) *"DROP"* -- The City of City of Clermont Firefighters' Retirement Plan Deferred Retirement Option Plan.

(2) *"DROP account"* -- The account established for each DROP participant under subsection (c).

(b) *Participation.*

(1) *Eligibility to participate.* In lieu of terminating his employment as a Firefighter, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.

(2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.

(3) *Period of participation.* A member who elects to participate in the DROP

under subsection (b)(2), shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.

(4) *Termination of participation.*

a. A member's participation in the DROP shall cease at the earlier of:

1. the end of his permissible period of participation in the DROP as determined under subsection (b)(3); or

2. termination of his employment as a Firefighter.

b. Upon the member's termination of participation in the DROP, pursuant to subsection 1 above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a Firefighter.

c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments which would have been paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The member shall not accrue any additional credited service or any

additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Sec. 46-24.28.

b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a Firefighter, no amounts shall be paid to him from the system until he terminates his employment as a Firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a Firefighter.

(c) *Funding.*

(1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

a. The credited service and vesting credits of a participant in the DROP shall remain as they existed on the effective date of the DROP. The DROP participant is not eligible for any additional credited service or increases in salary after entry into DROP.

b. Payment for accrued unused leave earned before February 14, 2014 shall be made, at the option of the participant:

1. When commencing participation in the DROP;
2. As the leave is actually used during participation in the DROP; or
3. When the participant actually terminates employment with the City.

(2) *Transfers from retirement system.*

a. As of the first day of each month of a member's period of

participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a Firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a Firefighter.

b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be credited with interest at an effective rate of six and one-half percent (6.5%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants).

c. A member's DROP account shall only be credited with interest and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the month immediately preceding termination of participation plus any monthly periodic additions made to the DROP account subsequent to the end of the previous month, and prior to distribution. If a member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited with interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the Fire department, and no cost-of-living adjustments shall be applied to the member's credit during such period of continued employment. A member employed by the Fire department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits and will not accrue additional credited service except as provided for in section Sec. 46-24.28.

(d) *Distribution of DROP accounts on termination of employment.*

(1) *Eligibility for benefits.* A member shall receive the balance in his DROP account within 30 days after the end of any calendar quarter following termination of employment in accordance with the provisions of this subsection (d) upon his

termination of employment as a Firefighter. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a Firefighter.

(2) *Form of distribution.*

a. Distribution of his DROP account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection (d)(6);
or

b. The member may elect to have a partial lump sum amount paid to him or a surviving beneficiary, less taxes, with the remainder of the distribution of his DROP account made in a lump sum, subject to the rollover provisions set forth in subsection (d)(6).

Elections under this paragraph shall be in writing and shall be made in such time or manner as the board shall determine. Notwithstanding the preceding, if a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

(3) *Date of payment of distribution.* Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall be made as soon as administratively practicable following the member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum, a partial lump sum and partial rollover amount, or a rollover of the full lump sum amount.

(4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.

(5) *Distribution limitation.* Notwithstanding any other provision of subsection (d), all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.

(6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in

section 46-24.24.

(e) *Administration of DROP.*

(1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.

(2) *Individual accounts, records and reports.* The board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare and distribute to members participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

(3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

(4) *Limitation of liability.*

a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good

faith in relation to the DROP or the funds of the DROP.

b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

(f) *General provisions.*

- (1) *The DROP is not a separate retirement plan.* Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this Sec. 46-24.30 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.
- (2) *Notional account.* The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.
- (3) *No employer discretion.* The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.
- (4) *IRC limit.* The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
- (5) *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.

CITY OF CLERMONT
ORDINANCE NO. 2021-012

(6) *Facility of payment.* If a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

(7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.

(8) *Written elections, notification.*

a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

b. Each member or Retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or Retiree notifies the board of his address.

(9) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(10) *Construction.*

a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

CITY OF CLERMONT
ORDINANCE NO. 2021-012

b. The titles and headings of the subsections in this section 46-24.30 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(11) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

(12) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

Advertising Receipt

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10101021
Phone: (352) 241-7331
Date: 03/01/21
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	03/09/2021	03/09/2021	\$127.81

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

ORDINANCE NO. 2021-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, REPEALING ORDINANCE 304-C, AMENDING SECTION 46-21; AMENDING SECTION 46-23 TO ADD AN AMENDED AND RESTATED PLAN DOCUMENT FOR THE CITY OF CLERMONT POLICE OFFICERS' RETIREMENT PLAN; AMENDING SECTION 46-24 TO ADD AN AMENDED AND RESTATED PLAN DOCUMENT FOR THE CITY OF CLERMONT FIREFIGHTERS' RETIREMENT PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

Ad No: 10101021
March 09, 2021.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, March 23, 2021 at 6:30 P.M. for final enactment.

All meetings will be held in the City Council Chamber inside Clermont City Hall, located at 685 West Montrose Street unless otherwise noted.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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 will need a record of the

Payment Info	
Ad Price	\$127.81
Tax	\$0.00
Sub Total	\$127.81
Prepaid Amount	\$0.00
Balance Due	\$127.81



POST OFFICE BOX 888343
ATLANTA, GEORGIA 30356-0343
TELEPHONE 770.392.0980
FACSIMILE 770.392.2193

December 18, 2020

Trustees of the Retirement Plan for the Police Officers of the City of Clermont
Mr. J. Scott Baur
Managing Partner
Resource Centers, LLC
4360 Northlake Boulevard, Suite 206
Palm Beach Gardens, FL 33410

Re: Retirement Plan for the Police Officers of the City of Clermont

Ladies and Gentlemen:

In response to your request, I have reviewed the recently proposed restated legal plan document. The purpose of the restatement is to incorporate recent amendments into the document and to make several modifications and clarifications to the current language of the plan in order to preserve compliance with the requirements of the Internal Revenue Code.

Because the restatement does not make any substantive changes to the plan, I have determined that the proposed restated legal plan document as submitted to me will have no actuarial impact on the plan.

If you have any questions, please do not hesitate to call me.

Sincerely,

Charles T. Carr

Charles T. Carr
Consulting Actuary



POST OFFICE BOX 888343
ATLANTA, GEORGIA 30356-0343
TELEPHONE 770.392.0980
FACSIMILE 770.392.2193

December 18, 2020

Trustees of the City of Clermont Firefighters' Retirement Plan
Mr. J. Scott Baur
Managing Partner
Resource Centers, LLC
4360 Northlake Boulevard, Suite 206
Palm Beach Gardens, FL 33410

Re: City of Clermont Firefighters' Retirement Plan

Ladies and Gentlemen:

In response to your request, I have reviewed the recently proposed restated legal plan document. The purpose of the restatement is to incorporate recent amendments into the document and to make several modifications and clarifications to the current language of the plan in order to preserve compliance with the requirements of the Internal Revenue Code.

Because the restatement does not make any substantive changes to the plan, I have determined that the proposed restated legal plan document as submitted to me will have no actuarial impact on the plan.

If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Charles T. Carr".

Charles T. Carr
Consulting Actuary

AGENDA ITEM

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Resolution No. 2021-014R <i>Greater Horizons Academy</i>		
Requested Action		
Recommend approval of Resolution 2021-014R.		
Staff Report		
The applicant is requesting a conditional use permit for a private school that serves the needs of children with intellectual and developmental disabilities in the C-2 General Commercial zoning district. The C-2 General Commercial zoning district requires a conditional use permit for private schools. The applicant is interested in leasing Suite A of the Emerald Lakes Shopping Plaza located at 1203 West Highway 50. Suite A is approximately 3,600 square feet. The applicant has indicated the school would serve up to 35 students and 15 staff members. The school would operate like a traditional school and would generally follow the public school system for holidays and breaks. The hours of instruction would be 8:30 AM to 2:00 PM with after school care available. No drop off or pick up will be permitted with parents being responsible for parking and dropping off or picking up their child from inside the facility. The conditional use permit would cap the total occupancy at 50 people. The suite was previously used for a house of worship. A detailed staff analysis is contained in the attached staff analysis report.		
		
Staff has reviewed the application and finds that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the Conditional Use Permit to allow for a private school facility in the C-2 General Commercial zoning district with the conditions contained in Resolution No. 2021-014R. <i>The Planning and Zoning Commission unanimously recommended approval, 7-0.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Staff Report Attachment 1 V2	Staff Report Attachment 1 V2.pdf
2.	2021-14R - Greater Horizons Academy CUP (03.15.2021 V3) - R&F BL	2021-14R - Greater Horizons Academy CUP (03.15.2021 V3) - R&F BL.pdf
3.	Map and Photo	Map and Photo.pdf
4.	Addendum to CUP Application	Addendum to CUP Application.docx
5.	CUP Application	CUP Application.pdf
6.	Property Record Card	Property Record Card.pdf
7.	GREATER HORIZONS ACADEMY CUP Legal Ad	GREATER HORIZONS ACADEMY CUP Legal Ad.pdf



CITY OF CLERMONT Staff Analysis Report

OWNER: Lou Natem, LLC

APPLICANT: Naisha Delgado - Greater Horizons Academy of Excellence, LLC

PROJECT NAME: Greater Horizons Academy of Excellence, LLC

REQUESTED ACTION: A Conditional Use Permit (CUP) to allow a private school for children with intellectual and developmental disabilities in the C-2 General Commercial Zoning District.

SIZE OF PARCEL: 2.93 acres +/-

LOCATION: Emerald Lakes Shopping Plaza
1203 West Highway 50 – Suite A – approx. 3,600 Square Feet

EXISTING ZONING: C-2 General Commercial District

EXISTING LAND USE: Existing shopping plaza

FUTURE LAND USE CATEGORY: Commercial Future Land Use

SITE UTILITIES: City of Clermont Water and Sewer

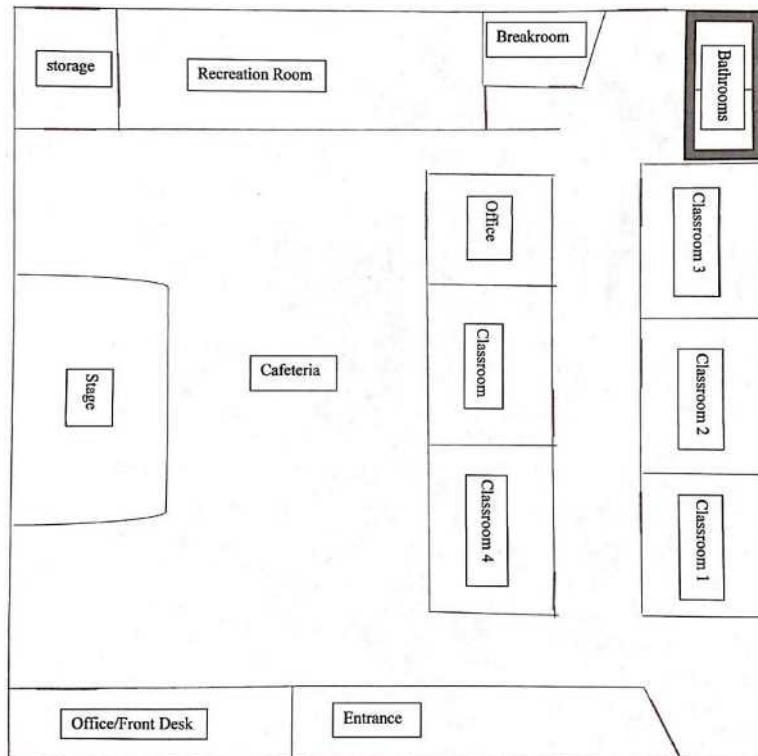
ANALYSIS:

The applicant is requesting a conditional use permit to allow a private school in the C-2 General Commercial zoning district. The Land Development Code, Section 122-224, allows a private school with a Conditional Use Permit. The applicant is interested in renting Suite A within the Emerald Lakes Shopping Plaza located at 1203 West Highway 50. The Suite is approximately 3,600 square feet. The previous tenant was a church, Redemption Worship Center, which operated under Conditional Use Permit 2016-20. The church had a congregation of approximately 30 people that used the facility for a house of worship. The private school is expected to have up to 35 students and 15 staff members, not to exceed 50 people at the facility. The age range will be from kindergarten through 8th grade. The school is specifically for students with intellectual and developmental disabilities.

The applicant has indicated that the school will be operated similar to the traditional public school calendar and hours of operation, closed on the weekends and observed holidays and breaks. The students will be transported by their parents and they will have to park and walk the student in and pick them up at the end of the day. No drop off or pickup line will be allowed. The school hours of operation will be from 8:30 am to 2:00 pm. After school options will be available until 4 pm. A majority of the businesses in the area do not open until 10 am so

parking should be available. Staff will be required to park on the north side of the plaza, facing Highway 50.

The proposed interior layout shows five classrooms, recreation room, offices, stage and cafeteria. The applicant will be required to obtain all local, state, and federal permits relating to the private school.



STAFF RECOMMENDATION:

Staff has reviewed the application and finds that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the Conditional Use Permit to allow for a private school facility in the C-2 General Commercial zoning district with the conditions contained in Resolution No. 2021-014R.



CITY OF CLERMONT
RESOLUTION NO. 2021-014R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A PRIVATE SCHOOL IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held March 2, 2021 recommended approval of this Conditional Use Permit to allow for a private school in the C-2 General Commercial zoning district; at the following location:

LOCATION:
1203 West Highway 50
Emerald Lakes Plaza
Suite A
(Alternate Key# 1303761)

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the city council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

1. The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.
2. This application for a Conditional Use Permit to allow for a private school in the C-2 General Commercial zoning district; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.



CITY OF CLERMONT
RESOLUTION NO. 2021-014R

2. 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.
3. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution or require further conditions as deemed appropriate.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and voided.
5. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
7. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
8. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.
9. In the event that parking at this site proves inadequate, the City reserves the right to open the Conditional Use Permit for further review and additional conditions that may include additional parking requirements or revocation of the Conditional Use Permit.
10. In the event that the noise levels create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.

SECTION 2: LAND USE

1. This Conditional Use Permit shall grant approval to allow up to a 3,600 square foot private school, for children with intellectual and developmental disabilities, located in Suite A, in

CITY OF CLERMONT
RESOLUTION NO. 2021-014R

the C-2 General Commercial zoning district. Any future development must be able to comply with the Land Development Regulations, and all building and fire safety codes. The property may also be used for any C-2 General Commercial permitted uses.

2. The hours of operation shall be 8:00 AM until 5:00 PM, following the traditional school schedule with no weekends or nights. The school operation will be 8:30 AM to 2:00 PM with afterschool care until 4:00 PM.
3. The maximum number of students shall be 35 with no more than 15 staff members. The occupancy shall not exceed 50 people. The range of students shall be kindergarten through 8th grade.
4. All staff parking shall be on the northern property line along Highway 50.
5. There will be no student pickup or drop-off system. Parents will need to park in a proper parking space and walk the student inside of the facility. Parents will need to park in a proper parking space and walk inside the facility to pick up the student.
4. No outside public address (PA) systems including “bull horns” or similar systems shall be used unless approved through an amendment to the Conditional Use Permit.

Location:



SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.



CITY OF CLERMONT
RESOLUTION NO. 2021-014R

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND AN EFFECTIVE DATE

This Resolution shall be published as provided by law and it shall become law and shall take effect immediately upon its passage.



CITY OF CLERMONT
RESOLUTION NO. 2021-014R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of March 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Addendum to Greater Horizons Academy's CUP application

Additional information for the operation of the school:

Max Occupants: We expect to have a maximum of 35 students and 15 staff.

Drop Off/Pick Up: There has been a change made in which there will no longer be a carline system in place for drop off and pick up. Instead parents will park their vehicles and bring their child into the building through the front doors. Some of the surrounding businesses do not open until after 10am, which should allow for more available parking spaces.

Schedule: Our hours of operation and schedule will be similar to a traditional school, as we plan to be closed on the weekends. We will follow the Lake County Schools schedule when it comes to observed holidays and breaks.

Owner: Naisha Delgado

2/12/2021



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

Date 1/2/21		FEE: \$845 + cost of advertisement	
Project Name (if applicable) Greater Horizons Academy of Excellence LLC			
Applicant Greater Horizons Academy of Excellence LLC			
Contact Person: Naisha Delgado			
Address 465 Blue Cypress Dr.		City Groveland	State FL Zip 34736
Telephone 603-247-0957		Fax	
Email admin@greaterhorizonsacademy.com			
Owner's Name Naisha and Eric Delgado			
Owner Address 465 Blue Cypress Dr.		City Groveland	State FL Zip 34736
Telephone 603-247-0957		Fax	
Address of Subject Property 1203 Highway 50 Suite A		City Clermont	State FL Zip 34711
General Location Emerald Lakes Plaza at the intersection of SR 50 and 12th Street.			
Legal Description (include copy of survey) Suite A AK 1303761			
Land Use (City verification required) Commercial			
Zoning (City verification required) C-2 General Commercial			



CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

Detailed Description of request (What are you proposing to do and why is it appropriate for this location?) Attach additional page if necessary.

My husband and I are in the process of starting up a private school for children with intellectual and developmental disabilities. It is a K-8th grade elementary/middle school. Our school hours of operations will be from 8:30am – 2:00pm. Aftercare options will be available from 2pm – 4pm. Parents will be responsible for drop off and pick up to school. We will have a car line system in place where the parents will drive up and a staff member will assist the student in coming and out of the building. This will make it so the parent will not need to park their vehicle. The vehicle will enter one way and leave through a separate exit to allow for easy flow. Staff parking will be required to park in the far north end parking spaces facing Highway 50.

My husband and I are very interested in this unit. We feel it would be a perfect location for our school as it would be located right on highway 50 in a convenient high traffic area. We believe a service such as ours is in such high demand due to the lack of school options for families in this area and the wait list they are being placed on. We would like to point out, the surrounding businesses in this plaza could also benefit as we would be interested in possibly doing business with Plaster Cottage, United Flip Force, and Save-a-Lot.

Greater Horizons Academy of Excellence LLC

Applicant Name (print)

* Greater Horizons Academy of Excellence LLC
Applicant Name (signature)

Naisha Delgado

Owner Name (print)

* Naisha Delgado
Owner Name (signature)

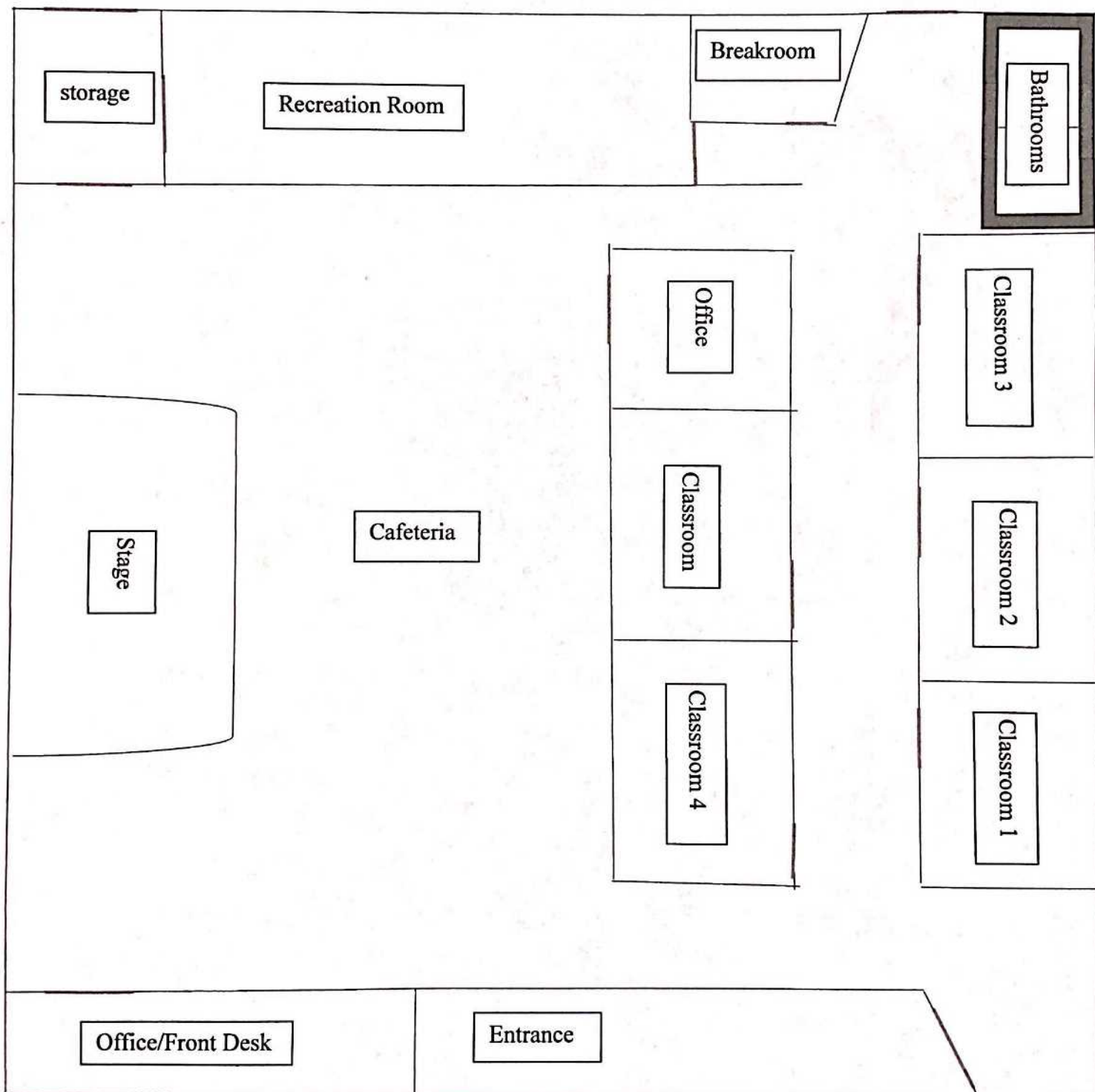
*****NOTICE*****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

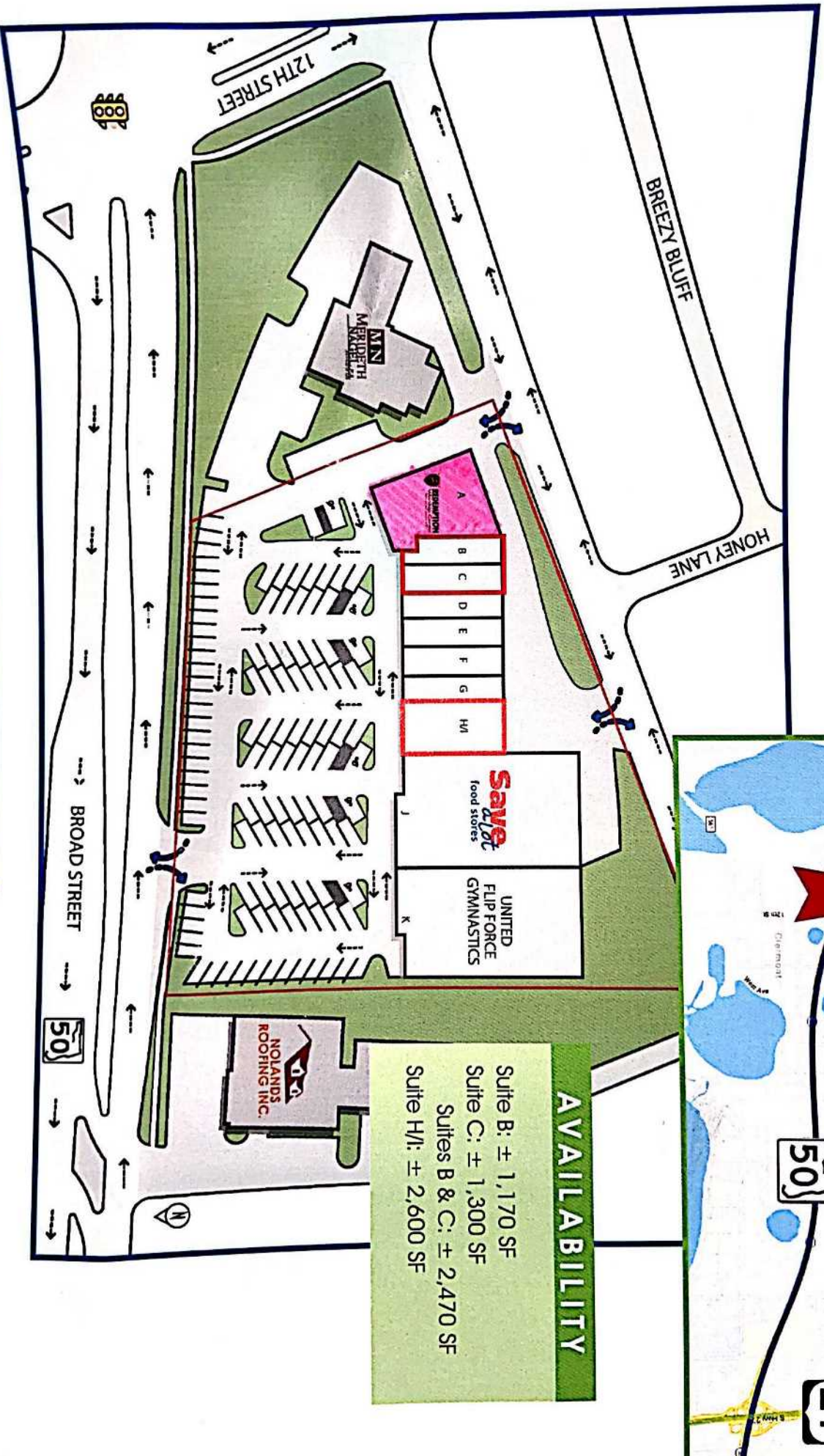
City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

03/03/2020

What will set us apart from local schools is the qualified staff that will be trained in applied behavior analysis practices. Evidence-based strategies will be implemented to help our students thrive in various areas such as academically, behaviorally, and socially. Our school will also offer qualified students the opportunity to receive therapy services within the school setting to enhance their learning.



SITE MAP



AVAILABILITY

Suite B: ± 1,170 SF
 Suite C: ± 1,300 SF
 Suites B & C: ± 2,470 SF
 Suite H/I: ± 2,600 SF

1516 E. Hillcrest Street, Suite 210, Orlando, FL 32803 Phone: 407.872.0209 www.FCCPG.com

Information furnished regarding the subject property is believed to be accurate, but no guarantee or representation is made. References to square footage are approximate. This offering is subject to errors, omissions, prior sale or withdrawal without notice. ©2020 First Capital Property Group, Inc. Licensed Real Estate Brokers & Managers.

F C
P G
FIRST CAPITAL
 Property Group, Inc.
 Commercial Real Estate Services

PROPERTY RECORD CARD

General Information

Name:	LOU NATEM LLC	Alternate Key:	1303761
Mailing Address:	6158 KEENES POINTE DR WINDERMERE, FL 34786 Update Mailing Address	Parcel Number: 📍	23-22-25-0004-000-01200
		Millage Group and City:	000C (CLERMONT)
		2020 Total Certified Millage Rate:	17.0762
		Trash/Recycling/Water/Info:	My Public Services Map 📍
Property Location:	1203 WEST HIGHWAY 50 CLERMONT FL 34711 Update Property Location 📍	Property Name:	EMERALD LAKES PLAZA Submit Property Name 📍
		School Information:	School Locator & Bus Stop Map 📍 School Boundary Maps 📍
Property Description:	FROM INTERSECTION OF CENTERLINE OF SR 50 & CENTERLINE OF SR 561 RUN S 0-20-35 W ALONG CENTERLINE OF SR 561 A DIST OF 181.02 FT TO A POINT THAT IS N 0-20-35 E 30 FT FROM AN INTERSECTION OF CENTERLINE OF BROOME STREET & SAID CENTERLINE OF SR 561, N 89-18-22 W PARALLEL WITH & 30 FT N'LY OF CENTERLINE OF SAID BROOME STREET A DIST OF 280.52 FT FOR POB, CONT N 89-18-22 W 462.20 FT, N 21-13-30 E 410.76 FT TO S'LY R/W LINE OF SR 50, S 65-56-40 E ALONG SAID S'LY R/W OF SR 50 A DIST OF 281.31 FT TO THE BEG OF A CURVE CONCAVE S'LY & HAVING A RADIUS OF 500 FT, THENCE SE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 07-43-26 A DIST OF 67.40 FT, THENCE RUN S 0-41-38 W 242.31 FT TO POB, PART BEING IN BLK 138 CLERMONT SUB PB 8 PG 17 ORB 5353 PG 1995		
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	SHOPPING CENTER COMMUNITY ANCHORED (1600)	0	0		127832	SF	\$0.00	\$913,999.00
Click here for Zoning Info ⓘ				FEMA Flood Map				

Commercial Building(s)

Building 1

Commercial	Building Value: \$1,760,081.00							
Summary	Section(s)							
Year Built: 1987	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Finished	Map Color

Total Square Footage:	34840	1	FINISHED LIVING AREA (FLA)	15	1	34840	0%	0%	☐
Full Bathrooms:	4		Interior Finish (16C)			Percent	100.00 %	Sprinkler	A/C
Half Bathrooms:	8							Yes	Yes
Elevators:	0								
Elevator Landings:	0								
Escalators:	0								
Residential Units:	0								
Kitchens:	0								
Fireplaces:	0								
Structure Type:									
Concrete Block or Masonry Walls									
Exterior Walls:									
08 : 100.00 %									

[View Larger](#)

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	PARKING LOT LIGHT FIXTURE (PFL)	6	UT	1987	\$3,690.00
0002	LOADING DOCK (LDK)	270	SF	1987	\$1,502.00
0003	PAVING (PAV)	72000	SF	1987	\$58,320.00
0004	RETAINING WALL (RTN)	3930	SF	1987	\$2,751.00

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
5353 / 1995	10/4/2019	Warranty Deed	Qualified	Improved	\$3,650,000.00
1117 / 1503	7/1/1991	Warranty Deed	Multi-Parcel	Improved	\$1,400,000.00
1105 / 1611	4/1/1991	Certificate of Title	Multi-Parcel	Improved	\$1,155,000.00
886 / 2131	8/1/1986	Warranty Deed	Multi-Parcel	Vacant	\$1.00
875 / 1302	4/1/1986	Quit Claim Deed	Multi-Parcel	Vacant	\$3,000.00
730 / 2435	7/1/1981	Warranty Deed	Unqualified	Vacant	\$1.00

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

Values and Estimated Ad Valorem Taxes

Values shown below are 2021 WORKING VALUES that are 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.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$2,740,343	\$2,740,343	\$2,740,343	5.03270	\$13,791.32

LAKE COUNTY MSTU AMBULANCE	\$2,740,343	\$2,740,343	\$2,740,343	0.46290	\$1,268.50
SCHOOL BOARD STATE	\$2,740,343	\$2,740,343	\$2,740,343	3.70100	\$10,142.01
SCHOOL BOARD LOCAL	\$2,740,343	\$2,740,343	\$2,740,343	2.99800	\$8,215.55
CITY OF CLERMONT	\$2,740,343	\$2,740,343	\$2,740,343	4.20610	\$11,526.16
ST JOHNS RIVER FL WATER MGMT DIST	\$2,740,343	\$2,740,343	\$2,740,343	0.22870	\$626.72
LAKE COUNTY VOTED DEBT SERVICE	\$2,740,343	\$2,740,343	\$2,740,343	0.11000	\$301.44
LAKE COUNTY WATER AUTHORITY	\$2,740,343	\$2,740,343	\$2,740,343	0.33680	\$922.95
				Total: 17.0762	Total: \$46,794.65

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of: \$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
--	---

Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on January 10, 2021.
[Site Notice](#)

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10100829
Phone: (352) 241-7331
Date: 02/12/21
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	02/23/2021	03/16/2021	\$170.60

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a private school in the C-2 General Commercial zoning district.

Ad No: 10100829
February 23, 2021 &
March 16, 2021

Location:
Emerald Lakes Plaza
1203 West Highway 50 - Suite A
Alternate Key 1303761

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, March 2, 2021 at 6:30 P.M.

The City Council will consider the request at a public hearing on Tuesday, March 23, 2021 at 6:30 P.M.

All meetings will be held in City Hall, first floor Council Chambers, located at 685 West Montrose Street, Clermont FL

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Payment Info	
Ad Price	\$170.60
Tax	\$0.00
Sub Total	\$170.60
Prepaid Amount	\$0.00
Balance Due	\$170.60



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Lien Reduction Request		
Requested Action		
Staff Report		
Code Enforcement began its involvement with the Legends Golf Course in September of 2018. The division was notified of a possible violation of a conditional use permit in addition to the lack of property maintenance throughout the entirety of the golf course. Code Enforcement Officers initiated enforcement action and conducted an inspection on all six parcels. Five cases were initiated and brought to the Special Magistrate where later liens were imposed in the amount totaling \$18,300. The applicant requested a waiver of lien/fine on June 23, 2020 at the City Council meeting. Council only agreed to reduce the amount to \$5,000 to be paid in full within 60 days (August 22nd, 2020). Payment by the original HOA applicant was not made within the agreed 60 day time period. Due to non-payment, the lien amount has returned to the original amount of \$18,300. The new HOA applicant is once again requesting a lien reduction for the entire amount of \$18,300.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Legends Application	SKM_C360i21031511171.pdf	



CITY OF CLERMONT
CODE ENFORCEMENT
 LIEN REDUCTION REQUEST FORM

CONTACT INFORMATION			
Applicant's Name: <i>LEGENDS Country Club Community Assoc.</i>		Applicant's Telephone <i>352-243-6370</i>	
Applicant's Mailing Address <i>1690 LEGENDARY BLVD.</i>		City <i>CLERMONT</i>	State <i>FL</i>
Zip <i>34711</i>			
Authorized Representative's Name (who will be present at the Hearing): <i>PATRICK MALONEY</i>			
Current Property Owner's Name: <i>SAME AS ABOVE</i>			
Current Property Owner's Mailing Address:		City	State
			Zip
Current Property Owner's Telephone: <i>352-243-6370</i>			
Name of Property Owner when lien was assessed: <i>LGCC HOLDINGS, LLC</i>			
Name of Person who lived at the property when the lien was placed:			
Reason(s) violation(s) were not corrected before lien(s) were placed:			
Is money held in escrow pending the lien reduction/release Hearing? ☐ Yes ☒ No			
Proposed Reduced Fine Amount to be Paid: <i>Ø</i> <i>Requesting a waiver</i>			
Does this lien reduction relate to the sale of the property? (If yes, a Closing Disclosure Statement or HUD Settlement Statement must be attached): ☐ Yes ☒ No			

The homeowners of Legends Golf and Country Club purchased the remains of a golf course in July of 2020. Since the date of that sale the homeowners had landscapers cutting the grass and cleaning up the property, cutting trees. In October of last year the homeowners association received a loan and signed a contract with Down to Earth to restore the Legends Golf course for 1.6 million dollars. Since that time the entire 18 holes, driving range, and putting greens have been stripped. We have new greens, tee boxes, new sand bunkers and are in the process of having new sod laid and over seeding. We put the money into the greens and tee boxes, to bring back a beautiful golf course. Homeowners themselves have put thousands of personal hours of manual labor into cutting, cleaning, painting, power washing, locating irrigation control valves, control units, yardage markers, and so much more. The homeowners volunteering their time to save every dime so we can stretch the loan. Just drive into Legends, you can see from the time you enter, Legends is again the beautiful place on that hill.

The residents of Clermont, living in Legends Golf and Country Club began a journey in February of 2018 when the announcement of Legends Golf Course closing. The homeowners learned we had little or no say in what was happening with the property, with the exception of calling Clermont code enforcement.

The homeowners of Legends didn't receive the fines, we also never received the liens. They all went to the owners of the property. Until code enforcement notified the homeowners association in January of this year, the homeowners and homeowner association was told by the previous HOA president a \$5000 fine was taken care of at closing. We learned our previous HOA President went before city council prior to the property sale requesting a Lien or Fine Reduction. He was not representing the Legends HOA board, he never brought it before the board, or notified his intention to be involved in a council action. After learning of the lien I attempted to locate a lien in Legends Golf and Country club name, on the Lake County Clerks office and the city of Clermont records website. We contacted the Title company who would have found the liens and learned our former HOA president has waived the liens, yet again never notified the Legends HOA of his actions. Our attorney says he is protected in his actions.

We can't change what was done, but we have changed what was once an eyesore in Clermont into what soon will be a huge positive for the City of Clermont. A restored golf destination, that so many people have wanted to return to. I have heard for hundreds of people with stories of what they remember of Legends.

These are homeowners living in Clermont, paying taxes here, restoring a property which will result in Clermont getting noticed and with all the great things happening in Clermont today, this is a very positive thing. What Legends will bring to Clermont in the next few years will exceed anything you expect. I agree with the others in the city, this fine should be waived.

Patrick Maloney
Legends HOA President, Clermont, Florida



CITY OF CLERMONT
CODE ENFORCEMENT
 LIEN REDUCTION REQUEST FORM

THIS SECTION TO BE COMPLETED BY A CITY OF CLERMONT OFFICIAL	
Code Enforcement Case Number:	Property Address: Legends - Legendary Blvd
C2018-000418, C2019-000289, C2018-000419, C2019-000273, C2019-000079	
Name of the Property Owner when lien was placed: LGCC Holdings, LLC	
Violation(s): Property Maintenance, Weeds / Overgrowth	
Case was presented to the Special Magistrate on: March & May 2019	
Daily Fine Imposed:	Number of Days Fine Ran:
\$	SEE Paperwork on All 5 cases
Date Fine Began:	Date Fine Ended:
Total Amount Due:	Number of Days the Property was in Violation:
\$ 18,300	
Is the violation a heightened health or safety concern?	
☐ Yes ☒ No	
Has the Property Owner been cooperative with Code Compliance?	
Costs Expended on this Case by Code Enforcement post Special Magistrate Hearing:	
Costs Expended on this Case by _____ Department post Special Magistrate Hearing:	
Costs Expended on this Case by _____ Department post Special Magistrate Hearing:	
Costs Expended on this Case by _____ Department post Special Magistrate Hearing:	



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 23, 2021		
Agenda Item Name		
Ordinance No. 2021-010 <i>Final</i> <i>Graff Building PUD</i> Table to April 27, 2021		
Requested Action		
Recommend tabling to April 27, 2021 City Council Meeting		
Staff Report		
City staff and the applicant are working on a refinement to the site plan and additional time is needed to prepare the necessary items for consideration.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Legal Ad	Legal Ad.pdf	

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. 2021-010

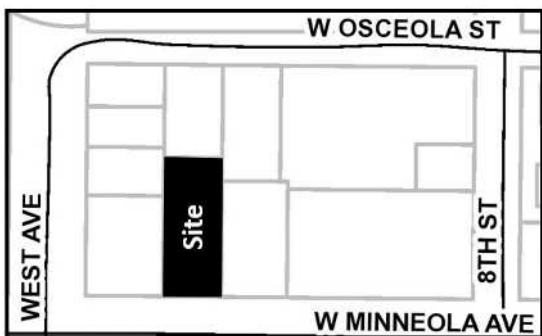
AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

LOCATION:

872 West Minneola Ave.
AK 1615135
0.31 +/- Acres

LEGAL DESCRIPTION

THE SOUTH 30 FEET OF THE WEST 1/2 OF LOT 13, THE WEST 1/2 OF LOT 14, THE SOUTH 30 FEET OF LOT 15, AND ALL OF LOT 16, BLOCK 93, THE CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



REQUESTED ACTION - CHANGE THE ZONING

FROM: Central Business District (CBD)

**TO: Planned Unit Development (PUD) for a
Mixed-use Residential and Commercial Project**

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, March 2, 2021 at 6:30 P.M.

A public meeting to consider this request will be held before the City Council on Tuesday, March 23, 2021 for final enactment.

All meetings will be held at City Hall, first floor 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 ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk