

**CITY OF VENICE
MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND
SUMMARY PLAN DESCRIPTION**

August 1, 2024

IS YOUR BENEFICIARY FORM CURRENT? IN THE EVENT YOU DIE, YOUR BENEFIT OR CONTRIBUTIONS WILL BE DISTRIBUTED TO THE PERSON OR PERSONS DESIGNATED BY NAME ON THE BENEFICIARY FORM ON FILE WITH THE PENSION PLAN. NO PROVISION IN YOUR LAST WILL AND TESTAMENT WILL CHANGE THIS SELECTION. PLEASE BE SURE THAT YOUR BENEFICIARY FORM DESIGNATES THE PERSON OR PERSONS YOU INTEND TO RECEIVE YOUR BENEFITS AND THAT YOU REVIEW THIS CHOICE IN THE EVENT OF A MAJOR LIFE CHANGE SUCH AS A DIVORCE OR THE DEATH OF YOUR BENEFICIARY.

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INTRODUCTION

The Board of Trustees of the City of Venice Municipal Police Officers' Pension Trust Fund is pleased to present this booklet which briefly explains the provisions of your Police Officers' Pension Plan. As a participant in the Fund, you are included in a program of benefits to help you meet your financial needs at retirement, or in the event of disability or death.

This booklet can assist you in preparing for your retirement and financial future. If you need further information on any of the topics presented in this booklet, please contact any member of the Board of Trustees or the Plan Administrator. They will either answer questions you might have to help you understand your benefits or otherwise get you an answer to your questions. We urge you to read and understand this booklet in order to become familiar with the benefits of the plan and how they contribute to your financial security and how they will enrich your retirement years.

The information presented is only a summary of the pension plan ("Plan") as provided in the ordinances of the City of Venice. If there are any conflicts between the information in this booklet and the ordinances of the City of Venice, the ordinances shall govern. The provisions of this Summary Plan Description shall not constitute a contract between the Member and the Board of Trustees. The plan shall be administered in accordance with state and federal law, notwithstanding any provisions in this booklet or ordinances to the contrary. A copy of the ordinance establishing the Plan can be obtained from the City Clerk's office, which is located at 401 West Venice Avenue, Venice, Florida 34285.


Chairman, Board of Trustees, City of Venice
Municipal Police Officers' Pension Trust Fund

8-14-24
Date

1. **BOARD OF TRUSTEES AND PLAN ADMINISTRATION**

A. (1) **Administration.** The City of Venice Municipal Police Officers' Pension Trust Fund is a defined benefit pension plan administered by a Board of Trustees which acts as the administrator of the Plan. The Board consists of 5 Trustees, 2 of whom shall be legal residents of the municipality and are appointed by the City Council, 2 of whom are members of the system who are elected by a majority of the active Police Officer members of the system and the former police officers who are retired from the system and a fifth Trustee who is chosen by a majority of the first 4 Trustees. The police officer seats may be held by either retired police officers or active police officers who are elected by the active and retired police officers of the plan. If there are no active or retired police officers remaining in the plan or capable of serving, the remaining board members may elect an individual to serve in the active police officer seats. Each Trustee serves a four year term.

(2) DROP participants can be elected as and vote for elected Trustees.

B. The names and addresses of the current Trustees and Plan Administrator are attached to this Summary Plan Description as Exhibit "A". The Chairman of the Board of Trustees is designated as agent for the service of legal process.

2. **ELIGIBILITY FOR PLAN MEMBERSHIP**

Each person employed by the City Police Department as a full-time Police Officer, hired on or after March 10, 1992 and before October 1, 2014 is considered a Member of the Plan as a condition of his employment. This system shall be closed to new members on October 1, 2014. Police Officers' hired before October 1, 2014 who are members of this system on September 30, 2014 may elect to participate in FRS or continue participating in this system.

3. **PLAN BENEFITS**

All claims for benefits under the Plan shall be made in writing to the Board of Trustees. It is your responsibility to contact the plan and make a written application for benefits when you are eligible to start receiving your benefit at your normal or early retirement date. You should file your application for benefits with the plan administrator at least 45 days prior to the date that benefits are to commence. Benefit payments shall begin only after a written application is filed and payments shall not be made retroactive to your original eligibility date should you delay in applying for benefits.

A. **Normal Retirement Eligibility.** You are eligible for retirement upon the earlier of the attainment of age 50 and the completion of 10 years of credited service or completion of 25 years of credited service, regardless of age. Notwithstanding the preceding sentence, effective October 1, 2014, if you are employed, have not reached normal retirement eligibility on October 1, 2014 and elected to continue participating in the system, your normal retirement date shall be the first date of the month coincident with or next following the earlier of the attainment of age 52 and the completion of 10 years of credited service, or the completion of 25 years of credited service, regardless of age.

B. Amount of Normal Retirement Benefits. The amount of the normal retirement benefit is based on your credited service and average final compensation:

"Credited Service" is generally your period of employment as a Police Officer in the Police Department measured in years and parts of years. Credited service will include credit for up to five years for a break in employment for military service, pursuant to conditions provided for under state or federal law, provided that you are reemployed within 1 year of discharge under honorable conditions. Additional credited service time may also be available (See subsection K. below).

"Average Final Compensation" is 1/12 of your average salary of the 5 best years of the last 10 years of credited service prior to your termination, retirement or death or the career average as a full-time Police Officer, whichever is greater.

"Salary" is the total compensation for services rendered to the City as a Police Officer reported on your W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary deductions, including amounts picked up by the City pursuant to Section 414(h) of the Internal Revenue Code, as well as any employer final pay contribution and employer accrued leave contribution made to the City of Venice Non-Bargaining Retirement Plan for your benefit. For service earned after the date that a collective bargaining agreement is entered into after July 1, 2011 (the "effective date"), Salary shall not include more than 300 hours of overtime per calendar year and shall also not include payments for accrued unused sick or annual leave. Provided however, in any event, payments for overtime in excess of 300 hours per year or accrued unused sick or annual leave accrued as of the effective date and attributable to service earned prior to the effective date, may still be included in Salary for pension purposes even if the payment is not actually made until on or after the effective date. In any event, with respect to unused sick leave and unused annual leave accrued prior to the effective date, Salary will include the lesser of the amount of sick or annual leave time accrued on the effective date or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on the effective date.

Notwithstanding the above, effective October 1, 2014 through September 30, 2018, if you are employed, have not reached normal retirement eligibility on October 1, 2014 and elect to continue participating in this system, salary shall mean base pay, excluding overtime and all other compensation; provided the above provisions regarding the inclusion of unused sick or annual leave time in the salary of members employed prior to the effective date shall continue to apply. Effective October 1, 2018, salary shall mean the total monthly compensation for services rendered to the city as a police officer reported on the member's W-2 form, excluding overtime, but including all tax-deferred, tax-sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions, and amounts picked up by the city pursuant to section 414(h) of the code. Payments of accrued unused sick or annual leave accrued as of July 1, 2011 and attributable to service earned prior to that date may still be included in salary for pension purposes even if the payment is not actually made until on or after July 1, 2011.

If you are employed and had reached eligibility for normal retirement on October 1, 2014 and elected to continue participating in this system, your normal retirement benefit is calculated by multiplying 3.5% times years of credited service times your average final compensation, plus an additional \$175.00: $(3.5\% \times CS \times AFC + \$175.00 = \text{normal retirement benefit})$.

If you are employed, and had not reached normal retirement eligibility on October 1, 2014 and elected to continue participating in this system, your normal retirement benefit is calculated by multiplying 3.5% times years of credited service times your average final compensation, for each year of credited service earned or credited before October 1, 2014,

PLUS

2.75% times years of credited service times your average final compensation, for each year of credited service earned or credited on or after October 1, 2014 plus an additional \$175.00: [(3.5% x CS x AFC before 10-01-14, + 2.75% x CS x AFC after 10-01-14) + \$175.00 = normal retirement benefit).]

If you are employed, have not reached normal retirement eligibility on October 1, 2014 and elected to continue participating in this system the normal retirement benefit is calculated by multiplying 2.75% times years of credited service times your average final compensation, plus an additional \$175.00: (2.75% x CS x AFC + \$175.00 = normal retirement benefit) for each year of credited service earned or credited on or after October 1, 2014.

Normal and early retirement payments will commence on the first day of the month coincident with or next following your last day of employment. The benefit is paid to you for your life, but you or your beneficiary shall receive at least 120 monthly benefit payments in any event.

Each vested Plan Member shall be entitled, at the Fund's expense, to receive two actuarial studies (one preliminary and one final) to estimate his or her retirement benefits. Any additional studies shall be provided only at the Member's expense.

C. Early Retirement. You are eligible for early retirement upon the completion of 20 years of credited service, regardless of age. If you had less than 10 years of credited service on October 1, 2014 you shall not be eligible for early retirement.

D. Amount of Early Retirement Benefits. The amount of the early retirement benefit is calculated in the same manner as for normal retirement and is available as follows:

- (1) Beginning on the date on which you would have qualified for normal retirement; or
- (2) Beginning immediately upon retirement, but if beginning immediately, the amount of the monthly benefit is reduced by 2% for each year by which the commencement of benefits precedes your normal retirement date.

E. Supplemental Benefit - Share Plan. Pursuant to Florida law, a separate member "share account" has been created for each member and DROP participant of the plan. This supplemental benefit may or may not be funded and thus, you may or may not receive a retirement benefit from the share plan. If the share plan is funded, then at retirement, termination (vested), disability or death, there shall be an additional benefit paid to you. If you terminate employment with less than 10 years of credited service, you will forfeit your share plan benefits. The share plan is funded solely with state premium tax money and the funding that is received for this Share Plan is allocated to your share account based on a formula which gives you an allocation based on your years of credited service or another formula to be determined. Your share account receives its proportionate share of the income or loss on the assets in the plan.

If you terminate employment and you are vested at that time, in the event you receive a distribution of your share account balance, you will no longer have the option of receiving a refund of your member contributions as you are deemed to have begun receipt of benefits from the plan by receiving share plan benefits. You will continue to have a right to begin your monthly benefit from the plan starting at your early or normal retirement date. If you terminate employment and receive a refund of your contributions, you forfeit your entitlement to your share plan account balance, whether or not you were vested.

F. Other Retirement Options. At retirement, certain additional options are available as follows:

- (1) Optional Forms of Retirement. In lieu of the amount and form of retirement income payable under normal and early retirement, you may elect to receive a retirement benefit in a different form so long as the form you elect is of equal actuarial value as the normal benefit. The optional forms of benefits which are available are:
 - (a) A retirement income of a larger monthly amount, payable to you for your lifetime only.
 - (b) A retirement income of a modified monthly amount, payable to you during the joint lifetime of you and a dependent joint pensioner designated by you, and following your death, 100%, 75%, 66-2/3% or 50% of such monthly amounts payable to the dependent joint pensioner for his lifetime.
 - (c) If you retire prior to the time at which social security benefits are payable, you 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.
 - (d) You may elect a benefit pursuant to (a), (b) or (c) above with 120 payments guaranteed.
- (2) Deferred Retirement Option Plan (DROP).
 - (a) If you become eligible for normal retirement, and are still employed by the City as a police officer, you have the option of "retiring" from the pension plan but continuing your employment as a police officer for an additional five years. An election to participate in the DROP constitutes an irrevocable election to resign from the service of the City not later than 5 years from the commencement of DROP participation. You must request, in writing, to enter the DROP.
 - (b) Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. You may elect to either have your account credited with interest at the rate of 6.5% per annum or credited or debited with an investment return or loss equal to the net investment return realized by the System for that quarter. One change in election is permitted.
 - (c) At the time of termination of employment at the end of the DROP period, you will receive your account balance in a lump sum or in another optional form and you will also begin receiving your monthly retirement benefit.

- (d) Once you enter the DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.
- (e) 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.
- (f) Additional information about the DROP can be obtained from the Board.

G. Disability Retirement. You are considered disabled when you become totally and permanently unable to perform useful and efficient service as a Police Officer. A written application is made to the Board of Trustees for a disability pension and the Board of Trustees receives evidence of the disability and decides whether or not the pension is to be granted. If the pension is granted, the benefit amount shall be:

- (1) If the injury or disease is service connected, you shall be entitled to a monthly pension equal to your accrued benefit, but not less than 62.5% of your salary at the time of disability, plus an additional \$175.00.
- (2) If the injury or disease is not service connected, you shall be entitled to a monthly pension equal to your accrued benefit, but not less than 50% of your salary at the time of disability, plus an additional \$175.00. This non-service connected benefit is only available to Police Officers with at least 5 years of credited service.

If you have less than 10 years of credited service, and the total monthly income benefits paid under this section to you, your surviving spouse and your surviving children are not equal to 100 percent of your contributions made to his date of disability, then an amount equal to 100% of your contributions minus total monthly income benefits paid shall be paid to your beneficiary.

"Salary at the time of disability" means your base hourly pay, plus assigned shift differential, plus incentive pay at the time of injury or illness as determined by the board.

If you are a disabled pensioner, your benefit shall continue upon your death, to be paid to your spouse until her death and if you have no surviving spouse, then the benefit is paid to your children, until he or she reaches the age of 18, or age 23 if a full-time student.

If the total monthly income benefits paid under this section to you, your surviving spouse and your surviving children are not equal to 100 percent of your contributions made to your date of disability, then an amount equal to 100 percent of your contributions minus total monthly income benefits paid shall be paid to your beneficiary.

Eligibility for disability benefits. Subject to (4) below, you must be an active member of the plan on the date the Board determines your entitlement to a disability benefit.

- (1) Terminated persons, either vested or non-vested, are not eligible for disability benefits.

- (2) If you voluntarily terminate your employment either before or after filing an application for disability benefits, you are not eligible for disability benefits.
- (3) If you are terminated by the City for any reason other than for medical reasons, either before or after you file an application for disability benefits, you are not eligible for disability benefits.
- (4) The only exception to (1) above is:
 - (a) If you are terminated by the City for medical reasons and you have already applied for disability benefits before the medical termination, or;
 - (b) If you are terminated by the City for medical reasons and you apply within 30 days after your medical termination date.

If either (4)(a), or (4)(b) above applies, your application will be processed and fully considered by the board.

Your disability benefit terminates upon the earlier of death, with 120 payments guaranteed, or recovery. You may, however, select a "life only" or "joint and survivor" optional form of benefit as described above under "Optional Forms of Retirement".

Any condition or impairment of health caused by hypertension or heart disease resulting in death or total and permanent disability is presumed to have been suffered in the line of duty unless the contrary is shown by competent evidence; provided that you have successfully passed a physical examination, including a cardiogram, on entering into service and there is no evidence of the condition at that time.

For conditions diagnosed on or after January 1, 1996, if you suffer a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, which results in total and permanent disability, it shall be presumed that the disability is in the line of duty, unless the contrary is shown by competent evidence as provided for in Section 112.181, Florida Statutes; provided that the statutory conditions have been met.

To receive disability benefits, you must establish to the satisfaction of the Board, that such disability was not occasioned primarily by:

- (a) Excessive or habitual use of any drugs, intoxicants or alcohol.
- (b) Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.
- (c) Injury or disease sustained while serving in any branch of the Armed Forces.
- (d) Injury or disease sustained after your employment as a Police Officer with the City of Venice shall have terminated.
- (e) Injury or disease sustained while working for anyone other than the City and arising out of such employment.

As a disabled pensioner, you are subject to periodic medical examinations as directed by the Board to determine whether a disability continues. You may also be required to submit statements from your doctor, at your expense, confirming that your disability continues.

H. Death Before Retirement. If you die prior to retirement from the Police Department your beneficiary shall receive the following benefit:

- (1) If you have at least 5 years of service and die prior to retirement from the Police Department and the cause of death was not service related, your surviving spouse shall receive a monthly benefit equal to 50% of your salary at the time of death for her life or until remarriage. If you have no surviving spouse, then this pension shall be paid in equal shares to any of your surviving children who are under age 18, or who are under age 23 and pursuing a full-time education.
- (2) If you die and the cause of death is service related, your surviving spouse shall receive a monthly benefit equal to 62.5% of your salary at the time of your death for her life. If you have no surviving spouse, then this pension shall be paid in equal shares to any of your surviving children who are under age 18 or who are under age 23 and pursuing a full-time education.
- (3) If the total monthly income benefits paid to your spouse and surviving children do not equal 100% of your contributions made to your date of death, or if you have no surviving spouse or children, then an amount equal to 100% of your contributions, minus the total monthly income payments paid, shall be paid to your beneficiary.
- (4) Spouse Beneficiary. This subsection (4) applies only when your spouse is the sole designated beneficiary. Notwithstanding subsections (1) and (2) of the section, if you die prior to retirement or prior to receipt of benefits and you have ten or more years of credited service, your spouse beneficiary shall be entitled to your accrued normal or early retirement benefit calculated with a 2% accrual rate payable for ten years at your early or normal retirement age less the value of any benefit paid or payable under subsections (1) or (2) above.
- (5) Non-Spouse Beneficiary. This subsection (5) applies only when your spouse is not the beneficiary or is not the sole designated beneficiary, but there is a surviving beneficiary. If you have at least ten years of credited service and die prior to retirement, your beneficiary is entitled to the benefits described in (4) above, payable beginning by December 31 of the calendar year immediately following the calendar year in which you die. The benefit will be calculated as for normal retirement based on your credited service and average final compensation and actuarially reduced to reflect the commencement of benefits prior to the normal retirement date.
 - (a) If a surviving beneficiary commences receiving a benefit under subsection (5) above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the surviving beneficiary's estate by December 31 of the calendar year of the beneficiary's death in a lump sum.
 - (b) If there is no surviving beneficiary as of the member's death, and the estate is to receive the benefits, the actuarial equivalent of the member's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the member's death.

- (c) 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.

- (6) If you continue to work beyond your normal retirement date, you may select, on a form provided by the board, an optional pre-retirement death benefit to be paid to your beneficiary or joint pensioner in the event you die before your actual retirement date. If you do survive to your actual retirement date, a new or change in benefit election will be made.

I. Termination of Employment and Vesting. If your employment is terminated, either voluntarily or involuntarily, the following benefits are payable:

- (1) If you have less than 10 years of credited service upon termination, you shall be entitled to a refund of the money you have contributed or you may leave it deposited with the Fund.
- (2) If you have 10 or more years of credited service upon termination, you shall be entitled to a monthly retirement benefit determined in the same manner as for normal or early retirement and based upon your credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to you starting at your otherwise normal or early retirement date, determined as if you had remained employed, provided you do not elect to withdraw your contributions and provided you survive to your normal or early retirement date. If you do not withdraw your accumulated contributions and do not survive to your otherwise normal or early retirement date, your designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under Death Before Retirement.
- (3) Notwithstanding the provisions of subsections (1) and (2) above, if you were employed on October 1, 2014 you shall be 100% vested in your accrued benefit earned prior to that date.

The Internal Revenue Code provides that certain eligible lump sum distributions from the pension system may be directly rolled over into qualified individual retirement accounts, annuities or certain other pension plans. A 20% withholding shall be required on taxable portions of such lump sum distributions not directly transferred to a new custodian.

J. Reemployment After Retirement. If you retire under normal or early retirement and wish to be reemployed by the city, you should be aware that your ability to continue to receive your pension benefit upon reemployment may be restricted. While the plan may be permitted to make benefit payments to you if you are reemployed, in this event you may be subject to a 10% tax penalty, which penalty may continue until you attain age 59 ½, whether or not you continue to be employed by the City.

K. Additional Credited Service. In addition to credited service actually earned in the employment of the Police Department, you may also receive credited service as follows:

- (1) "Buy-Back" for Military Service Prior to Employment. The time that you serve or have served on full-time active duty status 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, honorably or under honorable conditions, prior to first and initial employment with the City Police Department shall be added to your years of credited service provided that:

- (a) You contribute to the Fund the sum that you would have contributed, based on your salary and the member contribution rate in effect at the time the credited service is requested, had you been a Member of the Plan for the time for which you are 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.
 - (b) Multiple requests to purchase credited service may be made at any time prior to retirement.
 - (c) Payment of the required amount shall be made within 6 months of your request for credit and not later than your retirement date and shall be made in one lump sum payment upon receipt of which credited service shall be given.
 - (d) The maximum credit under this section when combined with credited service purchased for prior police service with an employer other than the City of Venice shall be 5 years.
 - (e) You may not purchase credited service after the effective date of your election to participate in the DROP.
- (2) "Buy-Back" for Prior Police Service. The time that you previously served as a police officer with the City of Venice during a period of previous employment and for which period accumulated contributions were withdrawn from the Fund shall be added to your years of credited service provided that within the first 90 days of your reemployment you pay into the plan the withdrawn contributions with interest.

If, after 90 days from your reemployment you have failed to purchase credited service pursuant to the previous paragraph or if you served as a full-time paid Police Officer for any other municipal, county or state law enforcement agency in the State of Florida, you will receive credited service only if:

- (a) You contribute to the Fund a sum equal to the amount that you would have contributed to the plan, based on your salary and the member contribution rate in effect at the time that the credited service is requested, had you been a member of the system for the time for which you are requesting credit, plus an additional amount to be determined by the Board's actuary so that there is no cost to the plan in giving you the additional years of credited service, plus the amount charged by the actuary for determining the amount you must contribute.
- (b) Multiple requests to purchase credited service may be made at any time prior to retirement.

- (c) Payment of the required amount shall be made within 6 months of your request for credit, but not later than your retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.
 - (d) The maximum credit under this subsection for service other than with the City of Venice when combined with credited service purchased for military service prior to employment 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 Venice and such credit shall count for all purposes, including vesting.
 - (e) In no event, however, may credited service be purchased pursuant to this subsection 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.
 - (f) In addition to service as a Police Officer in this State, credit may be purchased 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 you provide proof to the Board that such service is equivalent to the service required to meet the definition of a Police Officer.
 - (g) You may not purchase credited service after the effective date of your election to participate in the DROP.
- (3) Rollovers or Transfers of Funds to Purchase Service. In the event you are eligible to purchase additional credited service as provided above, you may be eligible to rollover or transfer funds from another retirement program in which you participate (traditional IRA, deferred compensation plan maintained by a government employer 457 plan, 401k plan, profit sharing plan, defined benefit plan, money purchase plan, annuity plan or tax sheltered annuity) in order to pay all or part of the cost of purchasing such additional credited service.

L. Contributions and Funding. The City is paying the portion of the cost of the pension plan over and above your contributions and all or a portion of the amounts received from the state insurance rebates, pursuant to a mutual consent agreement between the City and the Union. You contribute 7% of your salary to the Plan. Your contribution will be excluded from your gross income for withholding purposes so you will realize income tax benefits.

M. Maximum Benefits. In no event will the benefits paid from this Plan exceed \$275,000.00. This limitation is subject to certain cost of living adjustments and actuarial reductions, under certain circumstances, for retirement prior to age 62 as set forth in Section 415 of the Internal Revenue Code.

If you began participation for the first time on or after January 1, 1980, you cannot receive a benefit in excess of 100% of your Average Final Compensation.

N. Forfeiture of Pension. If you are convicted of the certain crimes listed in the Plan committed prior to retirement, or if your employment is terminated by reason of your admitted commission, aid or abetment of these crimes, you shall forfeit all rights and benefits under the Plan, except for the return of your contributions as of the date of your termination.

O. Conviction and Forfeiture; False, Misleading or Fraudulent Statements. It is unlawful for you 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.

If you violate the previous paragraph, you commit a misdemeanor of the first degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

In addition to any applicable criminal penalty, upon conviction for a violation described above, you or your beneficiary may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which you 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.

P. Claims Procedure Before the Board. You may request, in writing, that the Board review any claim for benefits under the Plan. The Board will review the case and enter a decision as it deems proper within not more than 270 days from the date of the receipt of such written request, or in the case of a disability claim, from receipt of a medical release and completed interrogatories. The time period may be extended if you agree to the extension.

The Board's decision on your claim will be contained in an order which will be in writing and will include:

- (1) The specific reasons for the Board's action;
- (2) A description of any additional information that the Board feels is necessary for you to perfect your claim;
- (3) An explanation of the review procedure next open to you which includes a formal evidentiary hearing.

4. NON-FORFEITURE OF PENSION BENEFITS

A. Liquidation of Pension Fund Assets. In the event of repeal, or if contributions to the Fund are discontinued by the City, there will be a full vesting of benefits accrued to date of repeal.

B. Interest of Members in Pension Fund. At no time prior to the satisfaction of all liabilities under the Plan shall any assets of the Plan be used for any purpose other than for Police Officers' exclusive benefit. In any event, your contributions to the Plan are non-forfeitable.

5. VESTING OF BENEFITS

Your retirement benefits are vested after 10 years of credited service.

6. APPLICABLE LAW

The Plan is governed by certain federal, state and local laws, including, but not limited to the following:

- A. Internal Revenue Code and amendments thereto.

- B. Chapter 185, Florida Statutes, "Municipal Police Officers' Retirement Trust Funds".
- C. Part VII, Chapter 112, Florida Statutes, "Actuarial Soundness of Retirement Systems".
- D. Ordinances of the City of Venice.
- E. Administrative rules and regulations adopted by the Board of Trustees.

7. **PLAN YEAR AND PLAN RECORDS**

The Plan year begins on October 1 of each year and ends on September 30 of the following year. All records of the Plan are maintained on the basis of the Plan year.

8. **APPLICABLE PROVISIONS OF COLLECTIVE BARGAINING AGREEMENTS**

The current collective bargaining agreement between the City and you waives the Union's right to bargain pension issues and delegates pension issues to the Board of Trustees.

9. **FINANCIAL AND ACTUARIAL INFORMATION**

- A. A report of pertinent financial and actuarial information on the solvency and actuarial soundness of the Plan and is attached as Exhibit "B".
- B. A copy of the detailed accounting report of the plan's expenses for the fiscal year is available for review upon request to the Plan Administrator.
- C. A copy of the administrative expense budget for the plan, for each fiscal year is available for review upon request to the Plan Administrator.

10. **DIVORCE OR DISSOLUTION OF MARRIAGE**

Federal and state law provides certain restrictions regarding the payment of your pension benefits in the event of your divorce or dissolution of marriage. Immediately upon your involvement in such a legal proceeding, you should provide the Plan Administrator with the name and address of your attorney or your name and address if you have no attorney. The Board's attorney will then provide you or your attorney with information concerning the legal restrictions regarding your pension benefits.

11. **EX-SPOUSES AS BENEFICIARY OR JOINT PENSIONER**

The Florida Legislature has adopted Section 732.703, Florida Statutes. This law nullifies the designation of your ex-spouse as a Beneficiary or Joint Annuitant / Joint Pensioner on your pension plan retirement benefits. This law went into effect on July 1, 2012. This law contains several exceptions, including not changing the designation of your beneficiary or joint pensioner by Court Order.

After July 1, 2012, if you want your ex-spouse to be a beneficiary or joint annuitant/joint pensioner for your plan benefit, you will have to make that designation AFTER the dissolution of marriage. If you currently have an ex-spouse as a beneficiary or joint annuitant/joint pensioner, and want to keep this designation, you will have to designate the ex-spouse again after July 1, 2012.

To reconfirm your current beneficiary, or to designate a new beneficiary, complete a new Designation of Beneficiary Form (PF-3).

To reconfirm your current joint annuitant/joint pensioner, or to designate a new joint annuitant/joint pensioner (if authorized by the current plan provisions), indicate such change on a Change or Confirmation of Designated Joint Annuitant or Joint Pensioner Form (PF-25). If necessary, the plan administrator will submit the new form to the actuary of the plan for recalculation of your benefit. There may be a charge to you to make this change.

To obtain either of the above forms, or if you have any questions, please contact your plan administrator.

12. **EXCLUSION OF HEALTH INSURANCE PREMIUMS FROM INCOME.**

When you retire because of disability or have worked to the date you are immediately eligible for normal retirement (not early retirement), you can elect to exclude from income, distributions made from your benefit that are used to pay the premiums for accident or health insurance or long-term care insurance. The premium can be for coverage for you, your spouse, or dependents. The distribution may be made directly from the plan to the insurance provider using pension form PF-22 which authorizes the distribution. (This form may be obtained from your plan administrator) You may also elect to make premium payments to the insurance provider yourself. You can exclude from income the smaller of the amount of the insurance premiums or \$3,000.00. You can only make this election for amounts that would otherwise be included in your income.

EXHIBIT "A"

BOARD OF TRUSTEES

The names and addresses of the members of the Board of Trustees are:

Chairman: Kevin McGrath
Venice Police Department
401 West Venice Avenue
Venice, Florida 34285

Vice-Chairman/
Secretary Andy DeVries
Venice Police Department
401 West Venice Avenue
Venice, Florida 34285

Member: Richard Cautero
Venice Police Department
401 West Venice Avenue
Venice, Florida 34285

Member: Oscar Guinart
Venice Police Department
401 West Venice Avenue
Venice, Florida 34285

Member: Brett Woodworth
Venice Police Department
401 West Venice Avenue
Venice, Florida 34285

PLAN ADMINISTRATOR

Ms. Amber McNeill
City of Venice Municipal Police Officers' Pension Trust Fund
c/o Pension Resource Center
4100 Center Pointe Drive, Suite 108
Fort Myers, FL 33916

Business: 239-573-4750
E-Mail: Amber@resourcecenters.com

EXHIBIT B

2023 Florida Local Government Retirement Systems Actuarial Fact Sheet

City/District Name: Venice		Employee group(s) covered: Police	
Current actuarial valuation date: 10/1/2022		Plan Status: Closed	Date prepared: 1/4/2024
Number of plan participants: 90		GASB 67 Reporting	
Actuarial Value of Plan Assets (AVA): \$43,229,776		Discount Rate	6.75%
Actuarial Accrued Liability (AAL): \$44,563,019		Total Pension Liability	44,549,345
Unfunded Accrued Liability (UAL): \$1,333,243		Market Value of Plan Assets	37,540,452
Market Value of Plan Assets (MVA): \$37,539,264		Net Pension Liability	7,008,893
MVA Funded Ratio (5-year history):		GASB 67 Funded Ratio	84.27%
		Averages for all plans with 2022 current actuarial valuation date	
Current valuation		84.24%	81.46% *
1 year prior		106.28%	100.59% *
2 years prior		91.34%	90.44% *
3 years prior		86.36%	87.18% *
4 years prior		88.03%	89.31% *
Rate of Return:	Actuarial Value, Actual (2022 Plan Year)	4.03%	2.56%
	Market Value, Actual	-17.88%	-14.46%
Assumed		6.75%	6.93%
Funding requirement as percentage of payroll:		420.30%	63.12% **
Percentage of payroll contributed by employee:		7.00%	6.59% **
Funding requirement as dollar amount:		357,802	N/A
Benefit Formula Description:		2.75% x AFC x SC +\$175/MO SUPP	
AFC Averaging Period (years):		5	
Employees covered by Social Security?		Yes	

Additional actuarial disclosures required by section 112.664, Florida Statutes:

Florida Statute Chapter	Discount Rate	Pension Liability	Market Value of Plan Assets	Net Pension Liability	Years assets sustain benefit payments	Total Dollar Contribution	Total % of Pay Contribution
112.664(1)(a)	6.75%	44,549,345	37,540,452	7,008,893	19.89	390,220	434.50
112.664(1)(b)	4.75%	55,217,781	37,540,452	17,677,329	15.41	1,091,421	999.90
Valuation Basis	6.75%	N/A	N/A	N/A	19.89	390,220	434.50

Link to annual financial statements:

<https://frs.fl.gov/forms/LOC5340898PDF10012022N1.pdf>

*Adjusted by excluding plans from average whose Funded Ratios were not within two standard deviations from the mean

**Excludes plans with zero payroll

(For explanation of terms, see glossary on page 2)

Actuarial Summary Fact Sheet – Glossary of Terms

Plan Status:	Active, Closed (closed to new entrants) and Frozen (closed to new entrants and no further benefit accruals)
Actuarial Value of Plan Assets (AVA):	Assets calculated under an asset valuation method smoothing the effects of volatility in market value of assets. Used to determine employer contribution.
Actuarial Accrued Liability (AAL):	Portion of Present Value of Fully Projected Benefits attributable to service credit earned as of the current actuarial valuation date.
Unfunded Accrued Liability (UAL):	The difference between the actuarial accrued liability and the actuarial value of assets accumulated to finance the obligation.
Market Value of Plan Assets (MVA):	The fair market value of assets, including DROP accounts.
MVA Funded Ratio:	Market Value of Plan Assets divided by Actuarial Accrued Liability (GASB)
Rate of Return (Assumed):	Assumed long-term rate of return on the pension fund assets.
Funding requirement as percentage of payroll:	Total Required Contribution (employer and employee) divided by total payroll of active participants. No interest adjustment is included.
Funding requirement as dollar amount:	Total Required Contribution (employer and employee). No interest adjustment is included.
AFC:	Average Final Compensation or some variant of compensation (e.g., AME [Average Monthly Earnings], FAC [Final Average Compensation], FMC [Final Monthly Compensation] etc.)
SC:	Service Credit

Section 112.664 – Glossary of Terms

Florida Statute Chapter:	112.664(1)(a) – uses mortality tables used in either of the two most recently published FRS valuation reports, with projection scale for mortality improvement 112.664(1)(b) – uses same mortality assumption as 112.664(1)(a) but using an assumed discount rate equal to 200 basis points (2.00%) less than plan's assumed rate of return. Valuation Basis – uses all the assumptions in the plan's valuation as of the current actuarial valuation date.
Discount Rate:	Rate used to discount the liabilities. Typically the same as assumed rate of return on assets.
Total Pension Liability:	Actuarial Accrued Liability measured using the appropriate assumptions as specified above and the Traditional Individual Entry Age Normal Cost method.
Net Pension Liability:	Total Pension Liability minus Market Value of Plan Assets.
Years assets sustain benefit payments:	Assuming no future contributions from any source, the number of years the market value of assets will sustain payment of expected retirement benefits. The number of years will vary based on the Florida Statute Chapter assumption.
Total Dollar Contribution:	Required contribution from all sources (i.e., employee and sponsor). Contribution will vary based on the Florida Statute Chapter assumption.
Total % of Pay Contribution:	Total Dollar Contribution divided by total payroll of active participants
Annual financial statements:	A report issued which covers a local government retirement system or plan to satisfy the financial reporting requirements of section 112.664(1), F.S.