

JUSTIN HANSON  
Mayor



TINA DUNN  
Recorder-Treasurer

# *City of Covington*

POST OFFICE BOX 768  
200 West Washington Avenue, Covington, Tennessee 38019  
Telephone (901) 476-9613 Fax (901) 476-6699

THE MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF  
COVINGTON, TENNESSEE ON FEBRUARY 26, 2019 at 5:30 p.m.

1. Meeting to be called to order by Mayor Justin Hanson.
2. Invocation to be given by Alderman Danny Wallace.
3. Pledge of Allegiance to the Flag to be led by Alderman Jeff Morris.
4. Minutes of the Preceding Meeting to be approved.
5. Report from Committees:
  - Minutes of the General Welfare – Public Relations Committee Meeting
  - Minutes of the Finance & Administration Committee Meeting
  - Minutes of the Covington Municipal Regional Planning Commission Meeting
6. Additions to the Agenda.
7. Welcome to visitors and grievances from citizens.
8. Report from Mayor Justin Hanson:
  - Request for the “Pop Hoods” Event
  - Request for sponsorship from Covington Middle School Softball
  - Updates
9. Report from Recorder-Treasurer Tina Dunn:
10. Report from City Attorney Rachel Witherington:
11. Old Business:
12. New Business:
  - Resolution 2019-4 – Defined Benefit Pension Plan
  - Ordinance 1711 (Ritter Communication Franchise Fee) ready for approval on first reading
  - Bills Over/Under \$1,000.00 ready for Board Approval

The Board of Mayor and Aldermen met at City of Covington on February 12, 2019 at 5:30 p.m. with the following members present: Mayor Justin Hanson, Aldermen: Danny Wallace, Keith Phelps, Johnetta Yarbrough, Minnie Bommer, Jeff Morris, and C. H. Sullivan. Also present were Public Works Director David Gray, Building Official Lessie Fisher, Personnel Director Tiny Rose, Fire Chief Michael Naifeh, Park & Recreation Director Joe Mack, Police Chief Buddy Lewis, City Attorney Rachel Witherington, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Mayor Justin Hanson.

Invocation was given by Alderwoman Johnetta Yarbrough.

Pledge of Allegiance to the Flag was led by Alderwoman Minnie Bommer.

Motion was made by Alderman Keith Phelps and seconded by Alderman Jeff Morris that the Minutes of the Preceding Meeting be approved as distributed to the Board (See Attached). Motion passed.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman Keith Phelps to approve the Minutes of the Beer Board (See Attached). Motion passed.

Motion was made by Alderman Danny Wallace and seconded by Alderwoman Johnetta Yarbrough to approve the Minutes of the General Welfare – Public Safety Committee Meeting (See Attached). Motion passed.

Motion was made by Alderman Keith Phelps and seconded by Alderwoman Johnetta Yarbrough to approve the Minutes of the Public Works Committee Meeting (See Attached). Motion passed.

Mayor Justin Hanson presented a letter of request for approval from Paradise Church Ministries for the Children's Carnival on April 13, 2019 beginning at 10:00 a.m.(See Request).

Motion was made by Alderwoman Minnie Bommer and seconded by Alderwoman Johnetta Yarbrough to approve the request from Paradise Church Ministries for the Children's Carnival on April 13, 2019. Motion passed.

Mayor Justin Hanson presented a letter of request for a donation from the Crestview Middle School Basketball Team to assist with the costs for attending the State Tournament (See Attached).

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman Jeff Morris to approve a donation of \$200.00 for the Covington Middle School Basketball Team. Motion passed.

Mayor Justin Hanson presented a letter of request for permission to hold the first "Pop Hoods" event at the Cobb Parr Park on April 6, 2019 (See Attached). There were several inquiries concerning this event. Ms. Monica Anderson was present while Mr. Kenyado Whitley was not able to attend the meeting.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman Keith Phelps to refer this request to the Board of Mayor and Aldermen Meeting on February 26, 2019. Motion passed.

Mayor Justin Hanson presented a letter from TLM Associates for the recommendation to award the bid for the Covington Boys & Girls Club Project. The recommendation was to award the bid to Rose Construction Co. in the amount of \$52,000.00. Based upon the bid and information received, Rose Construction Co. is the only responsive and responsible bidder (See Attached).

Motion was made by Alderman Keith Phelps and seconded by Alderwoman Johnetta Yarbrough for the approval of the bid for the Covington Boys & Girls Project to Rose Construction Co. in the amount of \$52,000.00. Motion passed.

Jennifer Nolen presented information for the Clean Up/Fix Up week beginning March 30, 2019 and ending April 6, 2019.

Recorder-Treasurer Tina Dunn presented the sales tax report for collections received in January, 2019. The collections received were \$310,643 bringing year to date sales to \$1,507,181 which is an increase for year to date of .9% (See Attached). Financial Reports will be distributed at the next Finance & Administration Committee Meeting.

Motion was made by Alderman Keith Phelps and seconded by Alderwoman Minnie Bommer to approve the report from Recorder-Treasurer Tina Dunn. Motion passed.

The following bills over \$1,000.00 were presented for approval:

Advanced Pools Inc.	Pool	Pool Heater	\$ 17,780.00
BancorpSouth	Various Dept	Misc Purchases	\$ 5,139.66
BFI N Shelby Landfill	WWTP	Sludge Disposal	\$ 6,193.58
BNY Mellon	PB Acct Bond	Interest Pymt on Bond	\$ 1,661.16
BNY Mellon	Biomass	Interest Pymt on Bond	\$ 4,236.47
Bob Austill Concrete	ST/ WWTP	Concrete Work	\$ 3,168.00
Brenntag Mid-South, Inc.	WWTP/WTP	Chemicals	\$ 5,266.50
Bruce Hayes Communication	Water	Replace Phone System	\$ 4,375.00
Centerpoint Energy	Gas	Purchased Gas	\$ 259,047.49
Cottrell Electric Inc	WTP	Repair & Maint	\$ 6,747.10
Cov-T Cty Chamber of Comm	General	Quarterly Contribution	\$ 13,500.00
Cummins Sale and Service	WTP/WWTP	Repair & Maint/ Contract Service	\$ 2,108.00
Custom Coin Holders	Civic Ctr	Trophies for BBQ Fest	\$ 1,577.58
G & C Supply	Water	Water Main Extension	\$ 22,118.40
G & C Supply	Water	Water Main Extension	\$ 22,809.60
G & C Supply	WA/GA	Supplies	\$ 10,822.79
Home Depot	Various Dept	Supplies	\$ 1,732.51
Itron	CPW	Hardware Maint. Feb-April 2019	\$ 1,013.03

Lacal Equipment, Inc.	SA	Repair & Maint	\$ 2,184.00
Nsite	General	Frazier Connector Project	\$ 44,504.18
QTPod	Airport	Service Plan	\$ 1,095.00
Regions	General	Loan	\$ 53,092.00
Republic	SA	Trash Pick-Up	\$ 76,441.25
Richardson Athletics	Park & Rec	Fence Crown	\$ 2,856.33
Sanford Geary Electric	Museum	Repair & Maint	\$ 1,400.00
TDOT Finance	Airport	Due From State- Sales Tax	\$ 2,530.00
Tencarva Machinery Co.	WWTP	Sewer Treatment & Disposal	\$ 8,491.20
Tipton Cty E911	General	Central Disp	\$ 40,681.79
TLM Associates Inc.	Artesian	Boys & Girls Club Renovation	\$ 2,870.79
TN Comptroller Office	General	Tax Billing	\$ 1,322.00
Tri-State Meter	Gas	Materials	\$ 1,228.61
Verizon	Various Dept	Telephone	\$ 2,385.00
Walmart	Various Dept	Supplies	\$ 2,921.14
Wascon Inc.	Sewer	Misc Supplies	\$ 2,771.03
WaterServ Company	WWTP	Repair & Maint	\$ 4,800.00
		<b>TOTAL</b>	<b>640,871.19</b>

Motion was made by Alderwoman Minnie Bommer and seconded by Alderwoman Johnetta Yarbrough that the preceding bills over \$1,000.00 be paid when properly approved. Motion passed.

There being no further business, the meeting adjourned at 6:12 p.m.

Attest:

Mayor

The General Welfare – Public Relations Committee met at City Hall on February 12, 2019 at 4:00 p.m. with the following members present: Chairman Alderwoman Minnie Bommer, Mayor Justin Hanson, Alderman C H Sullivan, and Alderman Keith Phelps. Also present were Alderwoman Johnetta Yarbrough, Alderman Danny Wallace, Alderman Jeff Morris, Parks and Recreation Director Joseph Mack, Airport Manager Robin Anderson, Museum Director Barrie Foster, Joe Auger, Assistant to the Mayor Sara Gangaware, and Recorder-Treasurer Tina Dunn.

Chairman Alderwoman Minnie Bommer called meeting to order.

Airport Manager Robin Anderson reported the fuel sales for December were 2,249 gallons. The application for funding assistance was presented to have a survey completed to identify tree obstruction. The total estimated cost is \$4,800.00 and the city share of this cost is \$240.00. The TDOT Aeronautics' request for paving information was presented. An estimate from Memphis Communication Corporation was presented for security systems. More research will be completed and brought back to the Committee.

Motion was made by Alderman C H Sullivan and seconded by Alderman Keith Phelps to approve the submittal of the application for the survey project for tree obstruction in the amount of \$4,800.00. Motion passed.

Motion was made by Alderman C H Sullivan and seconded by Alderman Keith Phelps to accept the report from Airport Manager Robin Anderson. Motion passed.

Park and Recreation Director Joe Mack introduced his managers to the committee. The pool boiler has been installed. It is working well and maintaining the temperature of the water at 88 degrees. A proposal for fitness classes was presented. There will be an additional fee to offset the cost of instructor pay rate. The cost will be \$5.00 for members and \$10.00 for non-members. Instructor Contracts were presented for review. These will provide for an internship (new instructors only), require CPR and group fitness certification, requires instructors to wear Sportsplex attire, carry and keep instructor license, and compensation will be based on the number of people who attend the classes. These contracts will be reviewed annually. The Sportsplex has been requested to be a title sponsor for the CASA 5-K. The Title Sponsor Fee will be waived in lieu of the fee for the timing of the race. Joe Auger presented a portrait named "Final Attack of the Scooter" to the Tipton County Museum in memory of Nels Tanner.

Motion was made by Mayor Justin Hanson and seconded by Alderman C H Sullivan to accept the agreement to waive the fee for the CASA 5-K. Motion passed.

Motion was made by Mayor Justin Hanson and seconded by Alderman C H Sullivan to accept the report from Park and Recreation Director Joe Mack. Motion passed.

Museum Director Barrie Foster gave an update on the upcoming events. The Veteran of the Month is David Quinn and he will be honored on February 12, 2019. February Gardening Series is going well. A reception was held in honor of the new exhibit on Dr. Charlotte Fisher. The Museum will celebrate Women's Month in March by honoring Minnie Bommer. This display will be up through the end of June.

**Motion was made by Alderman C H Sullivan and seconded by Alderman Keith Phelps to accept the report from Museum Director Barrie Foster. Motion passed.**

**There being no further business, the meeting adjourned at 4:40 p.m.**



Enhancing our community's vitality through volunteerism,  
collaboration, partnerships and outreach.





# AGENDA

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- ❖ **Pool Boiler Replacement (Update)**
- ❖ **Advanced Fitness Classes**
- ❖ **Fitness Instructors Contract**
- ❖ **CASA Super Hero 5K**
- ❖ **Tipton County Museum**







# POOL BOILER REPLACEMENT

- ❖ Boiler installed January 24, 2019
- ❖ Maintaining 86-88 degrees
- ❖ Managers working on adjustments



**Start Slow**



**Finish Strong**

## ADVANCED FITNESS CLASSES



- ❖ Establish and offer advance fitness classes.
- ❖ Charge an additional fee to offset the cost of instructor pay rate.
- ❖ \$5 per month for members (per class)
- ❖ \$10 per month for non members (per class)
- ❖ Only paid members may participate
- ❖ Exception (One Visit Free Passes)

# FITNESS INSTRUCTOR CONTRACT

## ❖ Contract Highlights\*

- ❖ Provides for a internship (New Instructors Only)
- ❖ Require CPR and Group Fitness Certification
- ❖ Wear Sportsplex attire during class (as provided)
- ❖ Carry & keep Instructor Liability Insurance
- ❖ Compensation based on #class attendees





# FITNESS INSTRUCTOR CONTRACT (CONT)



## Compensation Rate

- ❖ 3-5 Members \$15
- ❖ 6-12 Members \$20
- ❖ 13-16 Members \$22
- ❖ 17+ Members \$25
- ❖ Advanced Classes \$25

**Start Slow**  
*Covington*   
SPORTSPLEX  
**Finish Strong**



## Independent Contractor Agreement

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Covington, Tennessee, a Tennessee municipal corporation, (hereinafter "the City") and \_\_\_\_\_, an Independent Contractor, (hereinafter the "Contractor"). The Contractor agrees to and will serve as a Fitness Instructor at the Covington Sportsplex (hereinafter "Sportsplex") throughout the term of this Agreement, or any subsequent renewal thereof. Both parties agree to the terms and conditions as set forth below.

**INDEPENDENT CONTRACTOR.** The Contractor will render all services to the City and the Sportsplex as an independent contractor, and will not be considered an employee of the City or the Sportsplex nor will they be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City or the Sportsplex.

**NEW CONTRACTORS/INTERNSHIP PERIOD/EVALUATIONS.** After execution of this Agreement by all new Contractors there will be a "Sportsplex Certification" period which consists of a 6-class instructor "internship" period where Contractors will teach classes at a rate of \$15 per class. During this time Contractors will be evaluated for their professionalism, attitude and efficiency. After 6 classes the Fitness Director and/or the Director of Parks and Recreation will determine if the Contractor should move forward to a permanent position or continue in the Internship period.

Upon a Contractor becoming a permanent instructor or trainer there will be an evaluation period at the three (3), six (6) and/or twelve (12) month period to determine continuation of this Agreement. For the first three months immediately following a Contractor's "intern" period the Contractor will follow routines and class formatting as agreed upon with the Fitness Director.

**TERM.** This Agreement shall commence on the date set forth hereinabove, and shall continue for \_\_\_\_\_.

Please READ and initial by each numbered paragraph.

### **The Contractor shall:**

\_\_\_\_\_ 1) Maintain a current certification in group fitness and/or personal training, and keep themselves knowledgeable and informed on current fitness ideas, training philosophies, class formats and techniques. Participation in other classes and workshops to enhance professional development is encouraged and highly recommended.

\_\_\_\_\_ 2) Consistently promote the SPORTSPLEX in a positive manner, understands that they will need to **generate leads**.

\_\_\_\_\_ 3) Not solicit any SPORTSPLEX member to train outside SPORTSPLEX's premises.

\_\_\_\_\_ 4) Properly log all of their class attendance and submit an accurate invoice to Joseph Mack, Director of Parks and Recreation, in a timely manner in order to get paid. By initialing this section the Contractor expressly understands that they will only receive compensation for actual training sessions or classes, and that they must submit an invoice for the same.

\_\_\_\_\_ 5) Submit invoices to Joseph Mack, Director of Parks and Recreation, immediately after each class or training session. The Contractor expressly understands that compensation is based on the number of registered attendees, per class, as follows:

**3-5 members: \$15    6-12 members: \$20    13-16 members: \$22    17+ members \$25**  
**Advance Classes: \$25**

Properly and timely submitted invoices will be paid at the beginning of the month for the previous month.

\_\_\_\_\_ 6) Keep all Sportsplex member information strictly confidential. The Contractor understands that Sportsplex member information is the sole property of the Sportsplex and can never be accessed for personal use.

\_\_\_\_\_ 7) Carry and keep current fitness instructor liability insurance prior to teaching any class or session. The City of Covington shall be listed as an “additional insured,” and a copy of the certificate of insurance shall be on file at all times with Joseph Mack, Director of Parks and Recreation.

\_\_\_\_\_ 8) Strictly adhere to the class schedule and begin classes **on time**. There will be no exceptions allowed.

\_\_\_\_\_ 9) Be certified in cardiopulmonary resuscitation (CPR) by the American Red Cross or some other nationally recognized healthcare organization keep that certification current and provide the Sportsplex a copy of their certification.

\_\_\_\_\_ 10) Present themselves in a positive and professional manner at all times.

\_\_\_\_\_ 11) If available, **always** wear Sportsplex branded apparel when teaching classes. Representing other fitness studios or gyms, in any manner, is strictly prohibited and subject to immediate termination.

\_\_\_\_\_ 12) understands that all equipment within the facility needs to stay on premises and cannot be used for any purpose other than generating revenue and clientele for the SPORTSPLEX.

\_\_\_\_\_ 13) Provide their own music which can be utilized in various class formats. Contractors will keep their music upbeat, motivating and fresh by consistently changing up play-lists. Music that has explicit language is strictly prohibited. Use of electronic devices must be limited to music and MBO during scheduled class time.

\_\_\_\_\_ 14) Keep and be responsible for any keys provided to the Sportsplex. In the event keys are lost the Contractor must immediately notify Joseph Mack. Upon the completion or termination of this agreement all keys must be returned before final compensation will be

received.

\_\_\_\_\_ 15) Not dissuade a Sportsplex member from taking another instructor's class.

\_\_\_\_\_ 16) Be responsible for finding their own substitute teachers if they are unable to teach a scheduled class. All substitute teachers must meet the same requirements as the Contractor. In the event of an emergency or illness resulting in a cancellation of a class on short notice it shall be the responsibility of the Contractor to contact enrolled class attendees to notify them. The Sportsplex understands that circumstances sometime arise that are beyond the Contractor's control, however, cancellation of more than one scheduled class is grounds for termination of this agreement. In the event the Contractor is a "no show" for a class they are scheduled to teach the Contractor **expressly** understands they are subject to penalty which includes, but is not limited to, repayment of all costs incurred by the Sportsplex for the absent Contractor. Further, Contractors are expected to send an apology text or call to all enrolled attendees within 6 hours of the class start time for their failure to attend the class.

\_\_\_\_\_ 17) Be responsible for upholding the professionalism and integrity of the Sportsplex by adhering to the following duties:

**Before classes:**

- 1) Arrive 15 minutes prior to class start time. Check in via EZFacility.
- 2) Turn on lights & music (low volume).
- 3) Greet every attendee with a smile and a warm welcome.
- 4) Leave front doors open during class
- 5) Ensure each attendees check in via EZFacility (at front desk) and they sign in when they arrive to class. **DOUBLE check** before you leave (you will be paid based on your class attendance).

**After Classes:**

- 1) Thank everyone for coming and wish them a wonderful day or evening.
- 2) **DOUBLE** check-in all clients.
- 3) Allow 15-20 minutes after classes to clean & straighten up the studio and process member transactions
- 4) **CLEAN** and Re-SET up all stations properly.
- 5) Turn off all lights, fans, MIC, sound system equipment, etc. Return sound system to the front desk.

**HOLD HARMLESS AND INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the Sportsplex and the City of Covington, its agents and employees from all liability and expenses to the Contractor or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of the terms of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of the Sportsplex or the City, its agents or employees.

**TERMINATION.** Either party may cancel this Agreement with or without cause with a sixty (60) day written notice to the other party. The parties agree that this agreement is terminable



at will. The parties agree that they shall not be entitled to any damages, claims, causes of action, judgment or demands in the event either party terminates this Agreement pursuant to the terms set forth in this section. However, in the event the Contractor fails to meet any standard set forth hereinabove this Agreement may be terminated by the City upon seven (7) days' notice.

**NON-DISCRIMINATION.** The Contractor will not discriminate against any class attendee or Sportsplex member because of race, age, color, religion, national origin, sex or disability.

By signing below you agree to the above conditions set forth by the City of Covington and the Sportsplex.

Contractor:\_\_\_\_\_ Date: \_\_\_\_\_

City of Covington Director of Parks and Recreation, Joseph Mack:

\_\_\_\_\_ Date: \_\_\_\_\_



**CASA SUPERHERO**  
*5K Run/Walk*

**Saturday May 4, 2019**

**Request Waive \$500 fee – Title Sponsor**

- ❖ **Name on Large Banner**
- ❖ **Logo on T-Shirts**
- ❖ **Signage on race route**
- ❖ **Social Media ad with logo**
- ❖ **Promo material in SWAG Bag**
- ❖ **2 Free race registrations**

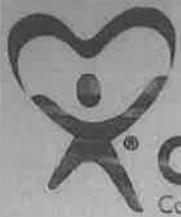
**RUN**



*Covington*  
**SPORTSPLEX**

**901-476-3734**

**Let us time YOUR next race!**



**CASA**

Court Appointed Special Advocates  
**FOR CHILDREN**

CASA OF TIPTON COUNTY

Dear Community Partner,

We are writing to ask for your support for CASA of Tipton County. CASA of Tipton County is part of a nationwide effort to provide volunteer advocates for children whom have been removed from their home by DCS due to allegations of abuse and neglect. As partners with Tipton County Juvenile Court, our advocates investigate each child's situation and make a recommendation to the court as to the child's best interests for permanency and safety. Our local program has been serving abused and neglected children in Tipton County since 2009 and last year alone served over 98 children.

Our Court Appointed Special Advocates follow the child throughout the entire process to ensure their educational, medical, and mental health needs are met as well as provide a unique support for the child that no other agency can provide. Our volunteers work closely with other parties that may be involved and have an impact on the child's stability including the Juvenile Court Judge, attorneys, Tipton County Sherriff's Department, DCS, Carl Perkins Center, foster parents, and the child's family. CASA's intervention and support many times makes a difference between success and a child lost in the system.

As the number of children in need of our services continues to grow, our need for volunteers, training, and funding also continues to increase. Your donation can help to continue our mission to help abused and neglected children.

As there is always a need for more volunteers and help, we also would love to answer any questions you have about our program. If there is any other information you would like to know about CASA of Tipton County please feel free to contact us at (901) 430-2260. We thank you for your community support of our program.

Sincerely,

Nina Smith  
Executive Director  
CASA of Tipton County



# Tipton County Museum







# Tipton County Museum

## **Veteran of the Month: February 2019**

### **David Quinn**

His reception is Tuesday, February 11, 2019 at 6:30 p.m.



A Special Thanks to Our Program Sponsors:

Veterans of Foreign Wars Post 4840

Disabled American Veterans Auxiliary Unit 116

Woodmen Life, Neil Bringle

# NELS TANNER DONATION

ARTWORK – MR. JOE AUGER



TIPTON COUNTY

M·U·S·E·U·M

VETERANS MEMORIAL  
NATURE CENTER



**We need YOU to enter**

# "ASPIRATIONS"

# The 2019 Tipton County Art Exhibit

**Sponsored by**

The Tipton County Museum, The Tipton Arts Council, Inc.

**& Dyersburg State Community College, Jimmy Naifeh Center**

**Awards include Best of Show, 1st, 2nd, 3rd, Best Use of Color,**

## Best Creativity, & Honorable Mentions.

**Hurry! Entry Deadline is April 12!**

Download the Prospectus at [www.Covingtontn.com/museum](http://www.Covingtontn.com/museum)

Or pick up the form at the Tipton County Museum

751 Bert Johnston Avenue, Covington, TN

(901) 476-0242







TIPTON COUNTY  
M·U·S·E·U·M  
VETERANS MEMORIAL  
NATURAL CENTER

The Tipton County Museum, Veterans Memorial  
& Nature Center Presents

## **Artist Series for Kids Jacob Lawrence**



**When:** Saturday, February 23, 2019, 1 to 3 p.m.

**Where:** Tipton County Museum, 751 Bert Johnston Ave., Covington

**Fee:** \$20 Museum Members, \$25 General Public

The children will learn that Jacob moved from the south to the north in an African-American migration because it was difficult for African-Americans to find work in the south. They will then paint one of his paintings in acrylics. All

materials will be furnished, and a snack will be provided. A sibling discount is available. Ages 10 and up. Please call the Tipton County Museum at (901) 476-0242 to register.



Tipton County Museum

751 Bert Johnston Ave., Covington, TN

(901) 476-0242



TIPTON COUNTY  
MUSEUM  
751 BERT JOHNSTON AVE.  
COVINGTON, TN 38019

The Tipton County Museum, Veterans  
Memorial & Nature Center Presents

## *Paint the World in Oil or Acrylics*

With Barbara Flowers McBride

**When:**

Friday mornings, 9:30—noon  
February 8, 15, 22, & March 1, 2019

**Where:**

Tipton County Museum  
751 Bert Johnston Ave., Covington, TN

**Fee:**

\$60 Members, \$80 General Public



**FEAR NO ART!!!!** Barb will show you how easy it is to paint in oil or acrylics.  
No previous art experience is required. Please call the Tipton County Museum for the supply list  
and to register for the course.

The Tipton County Museum, Veterans Memorial & Nature Center  
751 Bert Johnston Ave., P.O. Box 768, Covington, TN 38019  
(901) 476-0242

# Successful Gardening—A February Event at The Tipton County Museum!



**Saturday, February 2nd, 10:00 - 11:30 A.M.**

**"Nine Things to Consider for Spring"**

- Guest Speaker - Dr. Chris Cooper: Shelby County Master Gardener & creator of WKNO's "The Family Plot."

**Saturday, February 9th, 10:00 - 11:30 A.M.**

**"Fixing the Root Problem"**

- Guest Speaker - Carl Wayne Hardeman: Shelby County Master Gardener & Creator of Collierville's Victory Garden

**Saturday, February 16th, 10:00 - 11:30 A.M.**

**"All About Onions"**

- Guest Speaker - Tom Mashour: Tipton County Master Gardener & member of Millington City Beautiful Commission.

**\*\* Saturday, February 23rd, 10:00 - 11:30 A.M. \*\***

**"The Bluebird of Happiness"**

- Guest Speaker - Sheri Rose: Pollinator Expert & Coordinator of the Tipton County Museum's Herb Garden.
- \*\* Bring seeds and cuttings to share with others.

This event is being made possible in part by the following  
Corporate Sponsors:



**Patriot Bank**  
Doonhower Banking the Way It Should Be

761 Bert Johnston Avenue  
PO Box 768  
Covington, TN 38019  
Phone: 901-476-0242



**ADMISSION PER  
PROGRAM:  
\$5.00 General Public  
FREE to Museum  
Members**

**TIPTON COUNTY  
MUSEUM  
VETERANS MEMORIAL  
NATURAL CENTER**



**Dr. Charlotte Fisher**







TIPTON COUNTY  
M·U·S·E·U·M  
VETERANS MEMORIAL  
NATURE CENTER

**Tipton County Museum, Veterans Memorial & Nature Center  
Presents**

## **“Minnie Bommer: *A Jewel in Covington’s Crown*”**

**Opening Reception: Tuesday, March 5, 2019 at 6:00 p.m.**

**Exhibit Dates: March 1, 2019—June 30, 2019**

**The Tipton County Museum celebrates Women’s Month in March by honoring Minnie Bommer, an outstanding community leader who has dedicated her life to service. She has worked tirelessly to honor women in Tipton County, and now it is our turn to honor her!**

**Tipton County Museum  
751 Bert Johnston Avenue  
Covington, TN 38019  
(901) 476-0242**







Covington Parks and Recreation Director Joseph Mack

901-592-7644

jmack@covingtontn.com



## Committee Meeting Jan 2019

### 1. Fuel Sales

Jan Sales

### 2. Funding Request's Survey Rwy 1 Tree obstruction survey and Removal

### 3. Security System

### 4. FYI/State wide Pavement Management



# Annual Sales Profile

**Start date:** 1/1/2019  
**End date:** 12/31/2019

**Site:** Covington Airport

## Inventory History — Complete Summary

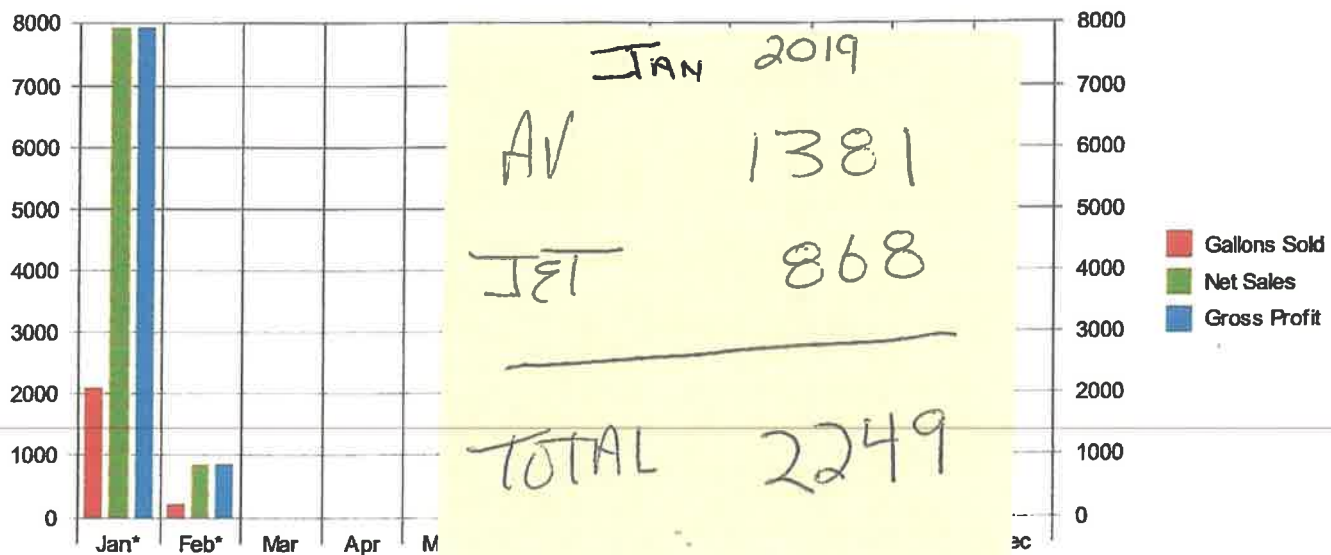
	Jan*	Feb*	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Y.T.D*
Beg Inventory	(425,972.900	(428,065.700	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	
Gal Purchased	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Adjustments	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Gallons Sold	2,092.820	224.380	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	2,317.200
End Inventory	(428,065.700	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	(428,290.100	

## Financial History — Complete Summary

	Jan*	Feb*	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Y.T.D*
Net Sales	7,938.760	853.370	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	8,792.130
Cost of Goods	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Gross Profit	7,938.760	853.370	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	8,792.130

## Monthly Statistics — Complete Summary

	Jan*	Feb*	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Y.T.D*
Avg Sale \$	149.788	94.819	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	122.303
Avg Sale Vol	39.487	24.931	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	32.209
Avg PPU Vol	3.793	3.803	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	3.798
Avg CPU Vol	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Avg Margin/Unit	3.793	3.803	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	3.798
Avg Margin/Sale	149.788	94.819	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	122.303
% of Vol YTD	90.317	9.683	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	100.000
% of Profit YTD	90.294	8.706	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	100.000
# of Sales	53.000	9.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	62.000



\* INVALID DATA. Fuel sold exceeds fuel purchased.

## Application for Funding Assistance

### 1. APPLICANT INFORMATION

DATE: 2/6/19

Airport: Covington Municipal Airport

Applicant: City of Covington

Contact Person: Robin Anderson, Airport Manager

Phone: (901) 476-1392

### 2. PROJECT DESCRIPTION:

Airfield Tree Survey

### 3. EXPLANATION OF NEED:

During the April 30<sup>th</sup>, 2018 Airport Inspection, 34:1 Approach Slope Violations were identified on Runway 1. The State recommended corrective action by performing an obstruction survey and removal project. The Covington Municipal Airport requests a grant to have a survey completed to identify the trees that penetrate the approach surface and pose a potential safety hazard.

### 4. SCHEDULE

PSR Approval – March 2019

Work Authorization – April 2019

Survey – May 2019

### 5. ESTIMATED COST:

FEDERAL SHARE: \$ 4,320.00 (90%)

STATE SHARE: \$ 240.00 (5%)

LOCAL SHARE: \$ 240.00 (5%)

Total: \$ 4,800.00 (100 %)

### 6. COMMENTS:

TDOT USE ONLY



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**AERONAUTICS DIVISION**  
607 HANGAR LANE  
NASHVILLE, TENNESSEE 37217  
(615) 741-3208

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

February 7, 2019

Covington Municipal Airport  
169 Airport Parkway Drive, Covington, TN 38019

RE: Tennessee Airport Pavement Management System (APMS) Update

Dear Mr. Robin Anderson,

The State of Tennessee Department of Transportation (TDOT) Aeronautics Division has contracted with Applied Pavement Technology, Inc. (APTech), with assistance from CHA Consulting, Inc. (CHA), to update the State's Airport Pavement Management System (APMS). Part of the work required for this project includes collecting construction records for any work completed since the last APMS update and a visual inspection of the pavement condition at airports throughout the state. The results of this effort will assist you and TDOT in understanding the current condition of your airfield pavements and provide tools to assist in the future management of these pavements.

CHA may be contacting you to obtain needed work history information. In addition, a representative of APTech will contact you to make arrangements for the visual pavement evaluation. The inspectors will have radios and all necessary vehicle markings, including a strobe beacon, and will work around the aircraft traffic with as little interference as possible. There should be no reason to close the airport while they are there. You may issue a NOTAM about the inspection work, however, the work is weather and travel dependent so please check with APTech to confirm the schedule. If you have any date(s) that you know will make a pavement inspection difficult (such as a fly-in or airshow) please let us know as soon as possible.

Should you have any questions, please feel free to contact me at 615-741-0780 or Laura Raczowski with APTech at 217-398-3977. Your cooperation with this effort is greatly appreciated.

Sincerely,

John-Paul Saalwaechter, P.E.  
Civil Engineering Manager 2  
Aeronautics Division

## Memphis Communications Corporation

SECURITY SOLUTIONS DIVISION



**Total System:** \$44,734.29 System Price. Plus Freight and Tax.

**Extended Maintenance Agreement:** 12 Months. All Parts and Labor.

Shipment, F.O.B. **FACTORY** will be approximately **4-8 Weeks** after receipt of your order. All prices are quoted for immediate acceptance and subject to change without notice unless otherwise stated.

CASH Terms:

1/2 Due With Order. Balance Upon Delivery.

Technology Specialist: Steve Smith

Date

Please enter our order for the above, subject to the terms and conditions on the reverse: if multiple quantities or items shown, desired quantities or items are circled.

☐ Consider this our order.

☐ Our purchase order \_\_\_\_\_ will follow.  
(Number If Known)

## Memphis Communications Corporation

SECURITY SOLUTIONS DIVISION



**Total System:** \$35,065.92 System Price. Plus Freight and Tax.

**Extended Maintenance Agreement:** 12 Months. All Parts and Labor.

Shipment, F.O.B. **FACTORY** will be approximately **4-8 Weeks** after receipt of your order. All prices are quoted for immediate acceptance and subject to change without notice unless otherwise stated.

CASH Terms:

1/2 Due With Order. Balance Upon Delivery.

Technology Specialist: Steve Smith

Date

Please enter our order for the above, subject to the terms and conditions on the reverse: if multiple quantities or items shown, desired quantities or items are circled.

☐ Consider this our order.

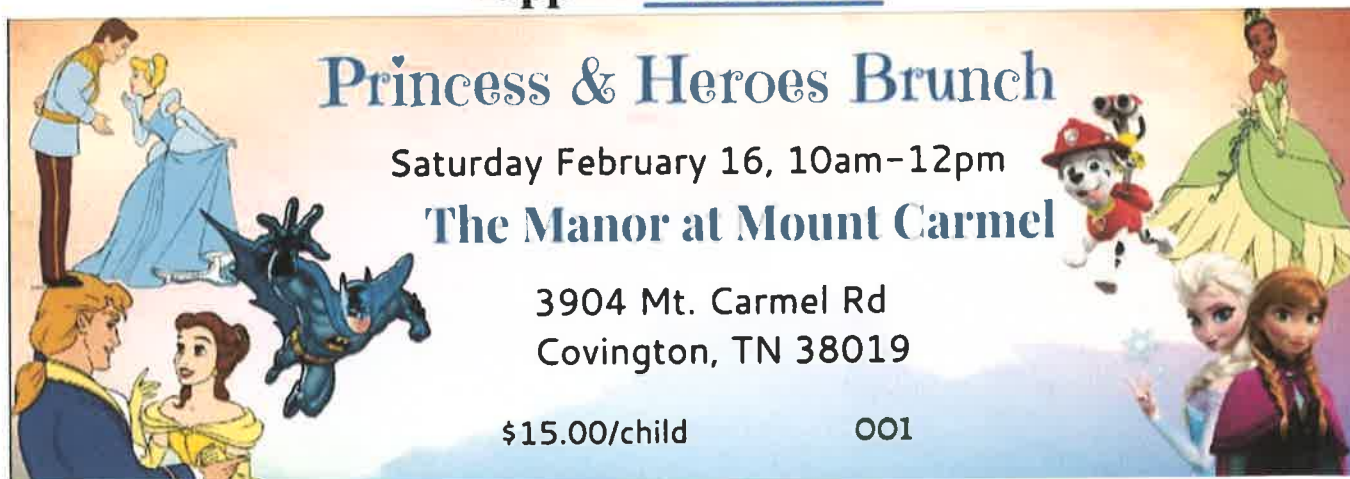
☐ Our purchase order \_\_\_\_\_ will follow.  
(Number If Known)

Client Acceptance:

Date

Title:

**Meet your Favorite Princesses and Heroes, Enjoy Brunch, and  
Support CHS HOSA!**

A colorful graphic for a brunch event. It features several Disney characters: Cinderella in a blue gown, Prince Eric, Belle in a yellow dress, Beast, and characters from Frozen (Elsa and Anna). There are also characters from Paw Patrol (Marshall) and Transformers (Optimus Prime). The text "Princess & Heroes Brunch" is prominently displayed in a blue serif font. Below it, the date and time "Saturday February 16, 10am-12pm" and the location "The Manor at Mount Carmel" are listed. The address "3904 Mt. Carmel Rd, Covington, TN 38019" follows. At the bottom, the price "\$15.00/child" and a code "001" are shown.

**Princess & Heroes Brunch**  
Saturday February 16, 10am-12pm  
**The Manor at Mount Carmel**  
3904 Mt. Carmel Rd  
Covington, TN 38019  
\$15.00/child 001

**Come and meet your favorite Disney Princesses and characters from Frozen, Cinderella, Tiana and the Frog, Beauty and the Beast; *as well as* heroes from Paw Patrol, Batman, and Transformers at the Princess and Heroes Brunch on Saturday, Feb 16. 10am-12pm. at The Manor at Mount Carmel. \$15/child – one adult admitted free with each child – additional adults are \$5 each.**

  
**Blue Suede  
Dinner & Auction**

**STARTS FEB. 1ST**

**Don't Miss Out!**

 **LEARN MORE**

**click on the picture above to register and bid!**

The Finance and Administration Committee met at City of Covington on February 19, 2019 at 1:00 p.m. with the following members present: Chairman Alderman C H Sullivan, Mayor Justin Hanson, Aldermen: Danny Wallace, Johnetta Yarbrough, Keith Phelps, Minnie Bommer, and Jeff Morris. Also present were: Building Official Lessie Fisher, Police Chief Buddy Lewis, Public Works Director David Gray, Personnel Director Tiny Barton, GIS/IT Coordinator Nic Shaw, Assistant to the Mayor Sara Gangaware, City Attorney Rachel Witherington, and Recorder-Treasurer Tina Dunn.

Mayor Hanson opened the meeting and reported Chairman Sullivan will be late due to another meeting he has to attend.

Motion was made by Alderman Jeff Morris and seconded by Alderwoman Minnie Bommer for Mayor Hanson to chair the meeting. Motion passed.

Discussion began on the Biomass Gasification Plant. Southern Environment Services (a subsidiary of Renewable Energy Solutions) is interested in operating the plant. A lease has been presented for review. Mr. Lloyd Lipman and Steven Scott joined the conversation by phone. Attorney Witherington reported the primary concern is hazardous substances and a performance bond. If the lease is approved, Southern Environmental Services will have to get an air quality permit from the State of Tennessee Department of Environment and Conservation. Mr. Lloyd Lipman stated there is absolutely no hazardous waste involved in this process. The majority of the waste going in is waste tires, and the secondary waste is medical waste which is not hazardous. The medical waste to be used is called red-bag waste and it is not considered hazardous. Lipman stated they will dispose properly of products that may otherwise pollute the environment and they intend to create energy and possibly fuels in the process. He stated they have environmental liability insurance and are ready to go to Nashville for appropriate permitting. Attorney Witherington stated she feels confident the City will be covered.

Motion was made by Alderman Danny Wallace and seconded by Alderwoman Minnie Bommer to move forward with the lease agreement with a revised contract. Attorney Withering will revise the contract agreement and the lease will be contingent upon approved permit by the State of Tennessee Department of Environment and Conservation. Motion passed.

Attorney Witherington discussed the agreement with Ritter Communication. This agreement will be presented to the Board in ordinance form.

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Minnie Bommer to approve the Ritter Communication agreement and draft an ordinance to go before the Board of Mayor and Alderman for approval. Motion passed.

Discussion began on the Anderson Field Property. At the Public Relations Meeting, Director Joe Mack suggested purging this property as it is not used and will require a great deal of improvements. Since Tipton County owns half of this property, Mayor Hanson and Attorney Witherington met with Tipton County Budget & Accounts Director W T Bailey concerning the sale of the property. The Tipton County Commission will need to approve this sale.

Motion was made by Alderman C H Sullivan and seconded by Alderman Danny Wallace to move forward and have the property appraised in preparation for the sale after receiving confirmation from Tipton County. Motion passed.

Personnel Director Tiny Rose reported the roof at the Covington Civic Center is in need of repair and requested approval. The money from the sale of the organ in the amount of \$10,000.00 will be designated for this repair. If the cost is over \$10,000.00, the remaining expense will be covered in the maintenance line.

Motion was made by Alderman Keith Phelps and seconded by Alderwoman Minnie Bommer to approve the proceeds of the sale of the organ be designated to the Civic Center Roof Repair. Motion passed.

A resolution was presented for review for the restatement of the defined benefit pension plan. A review is required every six years to make sure we have current laws in place. The only change in the past six years is all new full time employees will move to TCRS.

Motion was made by Alderman Keith Phelps and seconded by Alderman Jeff Morris to draft the resolution and send to the Board of Mayor and Alderman for approval. Motion passed.

The street naming request application by John Edwards was presented. This request is for two streets to honor Isaac Hayes and Quincy Barlow. Mr. Edwards requested to change the original request from Rialto Street to Spring Street from Hwy 51 to Maple Street in honor of Isaac Hayes. Building Official Lessie Fisher requested more detail be presented so it is clear why someone should be honored.

Motion was made by Alderman C H Sullivan and seconded by Alderman Keith Phelps to move the discussion on the street name request to the Public Works Committee. Motion passed.

Building Official Lessie Fisher discussed the proposed ordinance for abandoned and vacant property. If this ordinance is approved, the city will have a local person designated to deal with issues as they arise, such as mowing the grass. Attorney Witherington stated some properties have liens and this proposed ordinance will allow the City to cite the property owners in City Court.

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Johnetta Yarbrough to proceed with the ordinance and send to the Board of Mayor and Alderman for approval. Motion passed.

Building Official Lessie Fisher began discussion on building permits and codes. This discussion has started due to concerns from citizens about what might replace the blighted structures that the city is currently tearing down. She stated she has consulted with attorneys and MTAS in regards to single family residential regulations. Attorney Witherington stated there are only incremental changes that will be accepted.



Motion was made by Alderman Keith Phelps and seconded by Alderman C H Sullivan to refer the discussion on building permits and codes to the Public Works Committee Meeting and have proposals to consider. Motion passed.

Recorder-Treasurer Tina Dunn presented financial reports through January, 2019 for review.

There being no further business, the meeting adjourned at 6:10 p.m.

**Finance & Administration Committee Meeting**  
**February 19, 2019**  
**4:00 p.m.**

- 1. Biomass Lease**
- 2. Ritter Communication**
- 3. Anderson Field Property**
- 4. Civic Center – Roof Repair**
- 5. Defined Benefit Pension Plan Resolution**
- 6. Street Naming Request**
- 7. Abandoned/Vacant Property Ordinance**
- 8. Building Permits/Codes Discussion**
- 9. Financial Report – January, 2019**

### ADOPTING RESOLUTION

The undersigned authorized representative of City of Covington (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on the date specified below, and that such resolutions have not been modified or rescinded as of the signature date below:

RESOLVED, that the form of amended Defined Benefit Plan and Trust effective January 1, 2019, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto are true copies of City of Covington Pension Plan as amended and restated, the Summary Plan Description and the Funding Policy and Method which are hereby approved and adopted.

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]

## **CITY OF COVINGTON PENSION PLAN**

### **FUNDING POLICY AND METHOD**

A pension benefit plan (as defined in the Employee Retirement Income Security Act of 1974) has been adopted by the company for the purpose of rewarding long and loyal service to the company by providing to employees additional financial security at retirement. Incidental benefits are provided in the case of disability, death or other termination of employment.

Since the principal purpose of the plan is to provide benefits at normal retirement age, the principal goal of the investment of the funds in the plan should be both security and long-term stability with moderate growth commensurate with the anticipated retirement dates of participants. Investments, other than "fixed dollar" investments, should be included among the plan's investments to prevent erosion by inflation. However, investments should be sufficiently liquid to enable the plan, on short notice, to make some distributions in the event of the death or disability of a participant.





6. EFFECTIVE DATE (Plan Section 1.27)

**Initial Effective Date of Plan** (complete a. for all plans)

a. January 1, 1966 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

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

b. January 1, 2019 (enter month day, year).

**NOTE:** If this is a PPA restatement, the restatement effective date cannot be earlier than the first day of the 2008 Plan Year. A current effective date, however, may be entered because the Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.

7. PLAN YEAR (Plan Section 1.69) means, except as otherwise provided in d. below:

a. ☒ the calendar year

b. ☐ the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)

c. ☐ other: \_\_\_\_\_ (e.g., a 52/53 week year ending on the date nearest the last Friday in December)

**SHORT PLAN YEAR** (Plan Section 1.81). Select below if there is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 15) (leave blank if not applicable)

d. ☐ beginning on \_\_\_\_\_ (enter month day, year: e.g., July 1, 2016)

and ending on \_\_\_\_\_ (enter month day, year).

8. PLAN NUMBER assigned by the Employer

a. ☒ 001

b. ☐ 002

c. ☐ Other: \_\_\_\_\_

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.45 and 1.94):

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

(1) \_\_\_\_\_ (2) \_\_\_\_\_

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

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

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

Address and Telephone number:

1. ☐ Use Employer address and telephone number.

2. ☐ Use address and telephone number below:

Address: \_\_\_\_\_  
Street

\_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

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

Name: Regions Bank

Address: 6200 Poplar Avenue Street

Memphis City Tennessee State 38119 Zip

Telephone: (901) 580-5496

**Directed/Discretionary Trustee.** Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.22) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.23) over all Plan assets (select all that apply; leave blank if defaults apply)

d. ☐ Directed Trustee exceptions (leave blank if no exceptions):

Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)

1. ☐ The corporate Trustee will serve as Directed Trustee over the following assets: \_\_\_\_\_

2. ☐ The individual Trustee(s) will serve as Directed Trustee over the following assets: \_\_\_\_\_

Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)

3. ☐ over all Plan assets

e. ☒ Discretionary Trustee exceptions (leave blank if no exceptions):

Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)

1. ☐ The individual Trustee(s) will serve as Discretionary Trustee over the following assets: \_\_\_\_\_

2. ☐ The corporate Trustee will serve as Discretionary Trustee over the following assets: \_\_\_\_\_

Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)

3. ☒ over all Plan assets

**NOTE:** Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) or a separate agreement may be used to appoint a special Trustee for purposes of collecting delinquent contributions. If no such appointment is made, then except as provided in Plan Section 7.3(c), the Trustee will have such responsibility.

**Separate trust.** Will a separate trust agreement be used? (Note: If the separate trust is not approved by the IRS for use with this Plan then the Employer has no IRS reliance)

f. ☒ No

g. ☐ Yes

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

10. **ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER:**

(If none is named, the Employer will be the Administrator (Plan Section 1.5).)

a. ☒ Employer (Use Employer address and telephone number)

b. ☐ Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

Telephone: \_\_\_\_\_

11. **ANNIVERSARY DATE** of Plan January 1st (enter month and day)

12. **BENEFIT FORMULA**

The selections made below must correspond with the selections made under the Normal Retirement Benefit Section of this Adoption Agreement.

FROZEN PLAN (Plan Section 5.2(l)) (leave blank if not applicable)

- a. ☐ This is a frozen Plan (i.e., all accruals cease):
1. ☐ All accruals ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions *are not* reflected in this Adoption Agreement (may enter effective date at 3. below (optional), and/or select benefit formula and/or contributions at b. - g. (optional), skip questions 13-24)
  2. ☐ All accruals ceased or were suspended and the prior Plan provisions *are* reflected in this Adoption Agreement (must enter effective date at 3. below and select type of benefit formula and other contributions below)

**Effective date**

3. ☐ as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan; the adoption of an amendment to freeze accruals cannot be retroactive).

**TYPE OF BENEFIT FORMULA**

The Plan provides for the following benefit formula (select one):

- b. ☒ **Traditional defined benefit formula only** (select one):
1. ☐ **Non-Integrated Benefit Formula** (Question 20)
  2. ☒ **Integrated Benefit Formula** (Question 21)
- c. ☐ **Cash balance formula** (Question 23) (select one):
1. ☐ Cash balance formula has been in effect since plan inception
  2. ☐ The Plan was initially a traditional defined benefit plan
- Effective date of conversion to a cash balance plan: \_\_\_\_\_

**OTHER CONTRIBUTIONS/PROVISIONS** (select all that apply; leave blank if not applicable)

- d. ☐ **Rollover contributions** (Question 50)
- e. ☐ **Mandatory Employee contributions** (Question 56)
- f. ☐ **Voluntary Employee contributions** (Question 57)
- g. ☐ **Floor-offset arrangement** (Plan Section 5.2(j)). Benefits under this Plan are reduced for benefits a Participant receives in the \_\_\_\_\_ (enter name of other plan; if the Plan includes a Cash Balance Formula then the other plan must be a defined contribution plan)

**ELIGIBILITY REQUIREMENTS**

13. **ELIGIBLE EMPLOYEES** (Plan Section 1.28) means all Employees (including Leased Employees) except those Employees who are excluded below or elsewhere in the Plan (select a. OR select b. and/or c.):
- a. ☐ **No other exclusions.** There are no additional excluded Employees under the Plan (skip to Question 14).
- b. ☒ **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
1. ☐ Union Employees (as defined in Plan Section 1.28)
  2. ☐ Nonresident aliens (as defined in Plan Section 1.28)
  3. ☐ Highly Compensated Employees
  4. ☐ Leased Employees
  5. ☒ **Part-time/Temporary/Seasonal Employees.** A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled Service is less than 1,000 (may not exceed 1,000) Hours of Service in the Employees initial eligibility computation period set forth in Plan Section 1.98 and then shifting to the Plan Year computation period as set forth in Plan Section 1.98. If, however, any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.
  6. ☒ **Other:** All Elected Officials, except Mayor, and all employees hired on or after October 1, 2015. (Must be definitely determinable, may not be based on age or length of service (except as provided in 5. above), and, if using the average benefits test to satisfy Code §410(b) coverage testing, be a reasonable classification. In addition, the specified exclusions cannot result in the group of Nonhighly Compensated Employees participating under the Plan being only those Nonhighly Compensated Employees with the lowest amount of Compensation and/or the shortest periods of service and who may represent the minimum number of these Employees necessary to satisfy coverage under Code §410(b).)
- c. ☐ **Code §410(b)(6)(C) inclusion.** The Code §410(b)(6)(C) exclusion set forth in Plan Section 1.28 will not apply with respect to the following (such Employees must still satisfy any applicable eligibility conditions):
1. ☐ All Employees.
  2. ☐ Only the following Employees \_\_\_\_\_ (e.g., those who became Employees due to the acquisition of the assets of ABC Company)
14. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)
- Any Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (select either a. OR b. and c.; d. and e. are optional):
- a. ☐ **No age or service required** (skip to Question 15).
- b. ☒ **Eligibility.** Any Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete age and service; complete c. and d. if applicable):



**Age**

1. ☐ No age requirement.
2. ☒ Age requirement as follows:
  - a. ☐ Age 20 1/2
  - b. ☒ Age 21
  - c. ☐ Age \_\_\_\_ (may not exceed 21)

**Service**

3. ☒ No service requirement
4. ☐ Service requirement as follows:
  - a. ☐ \_\_\_\_ (not to exceed 12) months of service (elapsed time)
  - b. ☐ 1 Year of Service
  - c. ☐ 1 1/2 Years of Service
  - d. ☐ 2 Years of Service
  - e. ☐ \_\_\_\_ (not to exceed 12) consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_ (not to exceed 1,000) Hours of Service are completed. If an Employee does not complete the stated Hours of Service during the specified time period, the Employee is subject to the 1 Year of Service requirement in 4.b. above.
  - f. ☐ \_\_\_\_ (not to exceed 12) consecutive months of employment from the Eligible Employee's employment commencement date. If an Employee does not complete the stated number of months, the Employee is subject to the 1 Year of Service requirement in 4.b. above.
  - g. ☐ Other: \_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

**NOTE:** If b.2.c. or b.4.g. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 21 and 2 Years of Service. If more than 1 Year of Service is selected, 100% immediate vesting is required.

**NOTE:** If the service requirement is or includes a fractional year, then, except in a manner consistent with b.4.e., an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year. If expressed in months of service, then an Employee will not be required to complete any specified number of Hours of Service in a particular month, unless selected in b.4.e. above. In both cases, the Plan must use the elapsed time method to determine service, except that the Hours of Service method will be used for the 1 Year of Service override (e.g., options b.4.e. and b.4.f.). In such case, select the Hours of Service method at Question 17.

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

- c. ☐ **Requirements waived.** The service and/or age requirements specified above will be waived if employed on \_\_\_\_\_. The waiver applies to any Eligible Employee unless 3. is selected below. Such Employee will enter the Plan as of such date.  
The requirements to be waived are (select 1. and/or 2. AND 3. if applicable):
  1. ☐ service requirement (will let part-time Eligible Employees into the Plan)
  2. ☐ age requirement
  3. ☐ waiver is for: \_\_\_\_\_ (e.g., employees of a specific division or employees covered by a Code §410(b)(6)(C) acquisition).

**Amendment or restatement to change eligibility requirements**

- d. ☐ If this is an amendment or restatement that modifies the eligibility requirements, then the modified eligibility conditions set forth above only apply to the following Eligible Employees (the prior eligibility conditions apply to those who are not subject to the modified conditions). If this option is NOT selected, then the modified eligibility conditions do not apply to Participants in the Plan as of the effective date of the modification).
  1. ☐ The modified eligibility conditions apply to all Eligible Employees even those who were Participants as of the effective date of the modification.
  2. ☐ The modified eligibility conditions only apply to individuals who are hired on or after the effective date of the modification.

15. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

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

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

- i. ☐ the last day of the Plan Year coinciding with or next following the date on which such requirements are met. (Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less)
- j. ☒ other: the day the eligibility requirements are satisfied (must be definitely determinable and satisfy Note below)

**NOTE:** If j. above is selected, then it must be completed in a manner that ensures an Eligible Employee who has satisfied the maximum age (21) and service requirements (1 Year (or Period) of Service (or more than 1 year if full and immediate vesting)) and who is otherwise entitled to participate, will become a Participant not later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

## SERVICE

### 16. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.64 and 1.98)

- a. ☐ No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 17).
- b. ☒ Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1. – 3.; select d. – g. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option m. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)):

Other Employer	Eligibility	Vesting	Benefits
c. <input checked="" type="checkbox"/> Employer name: <u>The City of Covington</u>	1. <input checked="" type="checkbox"/>	2. <input checked="" type="checkbox"/>	3. <input checked="" type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
f. <input type="checkbox"/> Any entity the Employer acquires whether by asset or stock purchase, but only with respect to individuals who are employees of the acquired entity at the time of the acquisition	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>

#### Limitations

- g. ☒ The following provisions or limitations apply with respect to the recognition of prior service: Service prior to April 1, 2005 (applies to Mayor only) will not be recognized. (e.g., credit service with X only on/following 1/1/15 or credit all service with entities the Employer acquires after 12/31/12)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.64 and 1.98 regardless of any selections above.

### 17. SERVICE CREDITING METHOD (Plan Sections 1.64 and 1.98) (select all that apply; leave blank if not applicable or if defaults apply)

**NOTE:** This Question may be skipped if (1) there are no age and service requirements for eligibility AND Participants are automatically 100% Vested in their Accrued Benefit, OR (2) the provisions set forth in the definition of Year of Service in Plan Section 1.98 including the following default provisions apply:

- For eligibility purposes, a Year of Service means the completion of at least 1,000 Hours of Service during the eligibility computation period. Hours of Service will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method will be used. The eligibility computation period will only shift to the Plan Year if the eligibility condition is one (1) Year of Service or less. (to modify these defaults, complete a. below)
  - For vesting purposes, a Year of Service means the completion of at least 1,000 Hours of Service during the vesting computation period. The vesting computation period will be the Plan Year. Hours of Service will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method will be used. (To modify this default, complete b. below)
  - The "one-year hold out" rule after a 1 Year Break in Service will not be used. (To modify this default, complete c. below.)
- a. ☐ **Eligibility.** Alternative definition of Year of Service for eligibility (select 1. or 2.)
- ☐ **Elapsed time.** The elapsed time method will be used instead of the Hours of Service method.
  - ☐ **Hours of Service.** Alternative definitions for the Hours of Service method will be used.

AND, if a.2. selected, select one or more of 3. - 5. (may not be selected with a.1.)

3. ☐ **Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the eligibility computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service.

4. ☐ **Equivalency Method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for eligibility. Such method will apply to:

- a. ☐ all Employees  
 b. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)  
 c. ☐ other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service for eligibility will be determined on the basis of:

- d. ☐ days worked (10 hours per day).  
 e. ☐ weeks worked (45 hours per week).  
 f. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period).  
 g. ☐ months worked (190 hours per month).  
 h. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period).  
 i. ☐ other: \_\_\_\_\_ (must satisfy DOL Regulation §2530.200b-3(e); e.g., option d. is used for per-diem Employees and option e. is used for on-call Employees)

5. ☐ **Computation period.** Alternative method for determining eligibility computation period

- a. ☐ The eligibility computation period will shift to the Plan Year after the initial computation period.  
 b. ☐ The eligibility computation period will be based on the date an Employee first performs an Hour of Service (initial computation period) and subsequent computation periods will be based on each anniversary date thereof.

- b. ☐ **Vesting.** Alternative definition of Year of Service for vesting (select 1. or 2.)

1. ☐ **Elapsed Time.** The elapsed time method will be used instead of the Hours of Service method.  
 2. ☐ **Hours of Service.** Alternative definitions for the Hours of Service method will be used.

AND, if b.2. selected, select one or more of 3. - 5. (may not be selected with b.1.)

3. ☐ **Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the vesting computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service.

4. ☐ **Equivalency Method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for vesting. Such method will apply to:

- a. ☐ all Employees  
 b. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)  
 c. ☐ other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service for vesting will be determined on the basis of:

- d. ☐ days worked (10 hours per day).  
 e. ☐ weeks worked (45 hours per week).  
 f. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period).  
 g. ☐ months worked (190 hours per month).  
 h. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period).  
 i. ☐ other: \_\_\_\_\_ (must satisfy DOL Regulation §2530.200b-3(e); e.g., option d. is used for per-diem Employees and option e. is used for on-call Employees)

5. ☐ **Computation period.** Instead of the Plan Year, the vesting computation period will be based on the date an Employee first performs an Hour of Service (initial computation period) and each anniversary thereof.

- c. ☐ **The "one-year hold-out" rule.** The "one-year hold-out" rule will apply to (select one or both):

1. ☐ determine eligibility  
 2. ☐ determine vesting

## COMPENSATION

18. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.16 and 1.38).

### Base definition

- a. ☒ Wages, tips and other compensation on Form W-2.  
 b. ☐ Code §3401(a) wages (wages for withholding purposes).  
 c. ☐ 415 safe harbor compensation.

**NOTE:** Plan Section 1.16(d) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Adjustments to Compensation** (for Plan Section 1.16). Compensation will be adjusted by:

- d. ☐ No adjustments

- e. ☒ **Adjustments.** Compensation will be adjusted by: (select one or more) (options 1., 2., 3., and 4. are safe harbor adjustments)
1. ☐ excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  2. ☒ excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits
  3. ☐ excluding Compensation paid during the "determination period" while not a Participant in the Plan
  4. ☐ excluding Military Differential Pay
  5. ☒ excluding overtime
  6. ☒ excluding bonuses
  7. ☒ excluding commissions
  8. ☐ excluding Compensation in excess of \$ \_\_\_\_\_
  9. ☐ other \_\_\_\_\_ (must be definitely determinable)  
(e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group).

**NOTE:** If Options 5., 6., 7., 8., or 9. are selected, the definition of Compensation could violate the nondiscrimination rules.

**Military Differential Pay special effective date** (leave blank if not applicable)

- f. ☐ If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless e.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: \_\_\_\_\_ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance compensation provisions in the following Question).

#### POST-SEVERANCE COMPENSATION (415 REGULATIONS)

The following optional provision of the Code §415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

#### 415 Compensation (post-severance compensation adjustments)

(select all that apply g. – h.; leave blank if none apply)

**NOTE:** Unless otherwise elected under g. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.38), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- g. ☐ The defaults listed above apply except for the following (select one or more):

1. ☐ Leave cash-outs will be **excluded**
2. ☐ Nonqualified unfunded deferred compensation will be **excluded**
3. ☐ Military Differential Pay will be **included** (Plan automatically includes for Limitation Years beginning after December 31, 2008)
4. ☐ Disability continuation payments will be **included** for:
  - a. ☐ Nonhighly Compensated Employees only
  - b. ☐ all participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_

- h. ☐ The last paycheck ("administrative delay") rule will be applied (amounts paid in the first few weeks of a Limitation Year due to administrative delay relate back to the prior Limitation Year).

**NOTE:** The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of a. – c. apply.

**NOTE:** The post-severance Compensation adjustments will also be made to Compensation for benefit purposes.

**Post-severance compensation special effective date** (leave blank if not applicable)

- i. ☐ If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: \_\_\_\_\_.

19. **AVERAGE COMPENSATION** (Plan Section 1.12) (select all that apply, leave blank if not applicable or if defaults apply)  
A Participant's Average Compensation is the average of the Participant's Compensation during the "averaging period" that falls within the Participant's Compensation history.

**NOTE:** This Question may be skipped if (1) the benefit formula is not based on Average Compensation, OR (2) the provisions set forth in the following default provisions apply:

1. The "averaging period" is the three (3) consecutive "measuring periods" which produce the highest Average Compensation. (to modify this default, complete b. below)
2. The "measuring period" is the Plan Year. (to modify this default, complete b. below)
3. The Compensation history is the period that begins on the Participant's date of hire and ends in the current Plan Year. (to modify this default, complete c. and/or d. below)



- a. ☒ **Alternative definition of "averaging period."** The "averaging period" is:
1. ☒ 5 consecutive "measuring periods" which produce the highest Average Compensation.
  2. ☐ final \_\_\_\_\_ "measuring periods" included in the Compensation history.
  3. ☐ all "measuring periods" (career average).
  4. ☐ \_\_\_\_\_ "measuring periods" (whether or not consecutive) which produce the highest Average Compensation. (may not be selected if an integrated benefit formula is elected at Question 21)
  5. ☐ Other: \_\_\_\_\_
- NOTE:** In order to be a design-based safe harbor plan under the Code §401(a)(4) Regulations, the "averaging period" must be at least 3 years (or 36 months if the "measuring period" below is the calendar month).
- b. ☒ **Alternative definition of "measuring period."** The "measuring period" is:
1. ☒ the Plan Year.
  2. ☐ the calendar year.
  3. ☐ the 12-month period ending on \_\_\_\_\_.
  4. ☐ a calendar month.
- c. ☒ **Alternative definition of Compensation history.** The Compensation history is:
1. ☐ the period that begins on the Participant's date of hire and ends in the current Plan Year.
  2. ☐ the period that begins on the date the Participant's participation in the Plan commenced and ends in the current Plan Year.
  3. ☒ the 10 consecutive "measuring periods" ending in the current Plan Year.
  4. ☐ the period measured from \_\_\_\_\_ through the end of the current Plan Year.
  5. ☐ Other: \_\_\_\_\_ (must be definitely determinable, may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).
- d. ☐ **Other excluded periods.** Compensation history does not include the following periods:
1. ☐ A "measuring period" in which the Participant terminates employment.
  2. ☐ A "measuring period" in which the Participant does not complete at least \_\_\_\_\_ Hours of Service.
  3. ☐ Other: \_\_\_\_\_ (must be definitely determinable, may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).

## BENEFIT FORMULAS

20. **NORMAL RETIREMENT BENEFIT FORMULA – NON-INTEGRATED FORMULAS** (Plan Section 5.1) A Participant's "Normal Retirement Benefit" is an annual benefit determined under the formula elected below (select one from a. - g.; h. is optional). A Participant is only considered to be benefiting under Code §401(a)(26) if the Participant receives a meaningful benefit within the meaning of Code §401(a)(26).

### Flat Benefit

**NOTE:** In order to be a design-based safe harbor plan under the Code §401(a)(4) Regulations, a Participant must be required to complete a minimum of 25 years of Credited Service to receive an unreduced benefit. Therefore, to be a design-based safe harbor plan using a Flat Benefit formula with a fractional accrual method, Question 20.i.1. must be completed with an insertion of no less than 25 years of Credited Service.

- a. ☐ \_\_\_\_\_% of Average Compensation.
- b. ☐ \$\_\_\_\_\_.

### Unit Benefit

**NOTE:** In order to be a design-based safe harbor plan under the Code §401(a)(4) Regulations, if a Unit Benefit formula is used and the Accrued Benefit is calculated using a fractional accrual method or the Plan is a fully insured Code §412(e)(3) (formerly Code §412(i)) Plan, then the maximum number of years of Credited Service may not be less than 25.

- c. ☐ \_\_\_\_\_% of Average Compensation, multiplied by Credited Service. The maximum number of years of Credited Service to be taken into account will be \_\_\_\_\_.
- d. ☐ \$\_\_\_\_\_ multiplied by Credited Service. The maximum number of years of Credited Service to be taken into account will be \_\_\_\_\_.
- e. ☐ \_\_\_\_\_% of Average Compensation, multiplied by the first \_\_\_\_\_ years of Credited Service
  1. ☐ plus \_\_\_\_\_% of Average Compensation multiplied by the next \_\_\_\_\_ years of Credited Service
  2. ☐ plus \_\_\_\_\_% of Average Compensation multiplied by the number of all remaining years of Credited Service. The maximum number of years of Credited Service to be taken into account will be \_\_\_\_\_.

**NOTE:** If the unit accrual method applies, any percentage selected in 1. or 2. above may not be more than 133 1/3% greater than any prior percentage under the formula. If the Employer elects to apply the Fractional Accrual Method and the years of Credited Service to which the first percentage under e. applies is less than 33, special limits apply for the Plan to be a design-based safe harbor plan under the Code §401(a)(4) Regulations.

- f. ☐ **Grouping method.** A Participant's Years of Credited Service multiplied by a dollar amount or a percentage of the Participant's Average Compensation as set forth below.  
The dollar amount or percentage and credited service limit are based on the Participant's classification as follows (add additional classifications as necessary):

1. ☐ Classification A will consist of: \_\_\_\_\_.  
The benefit is \$ \_\_\_\_\_ OR \_\_\_\_\_ % of Average Compensation  
times credited service up to \_\_\_\_\_ years (leave years blank if no limit).
2. ☐ Classification B will consist of: \_\_\_\_\_.  
The benefit is \$ \_\_\_\_\_ OR \_\_\_\_\_ % of Average Compensation  
times credited service up to \_\_\_\_\_ years (leave years blank if no limit).
3. ☐ Classification C will consist of: \_\_\_\_\_.  
The benefit is \$ \_\_\_\_\_ OR \_\_\_\_\_ % of Average Compensation  
times credited service up to \_\_\_\_\_ years (leave years blank if no limit).
4. ☐ Classification D will consist of: \_\_\_\_\_.  
The benefit is \$ \_\_\_\_\_ OR \_\_\_\_\_ % of Average Compensation  
times credited service up to \_\_\_\_\_ years (leave years blank if no limit).

**NOTE:** The classifications must be definitely determinable and not subject to Employer discretion. An Employer cannot select both a dollar amount and a percentage of Average Compensation for a specified classification. A Participant may only belong to one classification.

**NOTE:** The design of the groups cannot be such that the only NHCEs benefiting under the Plan are those with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b).

**NOTE:** If more than four (4) classifications, attach the additional classifications and benefit percentage as an addendum to the Adoption Agreement.

**AND,** if a Participant shifts from one classification to another during a Plan Year, then unless elected below, the Participant will be considered as belonging to the classification that provides the greatest Accrued Benefit. However, if elected below, the Participant will be assigned to the classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment: (select if applicable)

5. ☐ The Participant will be assigned to the classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment.
- g. ☐ Other: \_\_\_\_\_ (The Employer may describe a formula from the elections available above at a. – f. or Option 21 below and/or a combination thereof. For example: (1) a Flat Benefit for Union Employees and a Unit Benefit for non-Union Employees, or (2) a Unit Credit Excess Benefit but disregarding the provisions of Plan Section 5.21. The formula must be definitely determinable and not be subject to Employer discretion.)

**Accumulation Plan (optional)**

- h. ☐ If c. or e. is selected above, the benefit formula applies separately for each Plan Year, using Compensation for the Plan Year (instead of Average Compensation).

**Reductions and limitations.** Regardless of the above, the formula above will be modified as follows (leave blank if no reductions or limitations):

- i. ☐ **Reductions and limitations.** The following apply (select one or more):
1. ☐ A Participant's benefit will be reduced on a pro-rata basis for each year of Credited Service less than \_\_\_\_\_ (e.g., 25) that the Participant is credited with at Normal Retirement Date.
  2. ☐ A Participant's benefit will not exceed \$ \_\_\_\_\_.
  3. ☐ A Participant's benefit will not be less than \$ \_\_\_\_\_.
  4. ☐ Increases in a Participant's benefit resulting from a change in Compensation will be recognized as of each Anniversary Date, but decreases will not be recognized until the decrease in Compensation has been in effect for \_\_\_\_\_ Plan Years.
  5. ☐ The benefit will be rounded to the ☐ next \$ \_\_\_\_\_ ☐ nearest \$ \_\_\_\_\_.

**NOTE:** To be a design-based safe harbor plan under the Code §401(a)(4) Regulations, if a fractional accrual method is used with a Flat Benefit formula, option h.1. above must be selected with a reduction for Credited Service less than 25.

21. **NORMAL RETIREMENT BENEFIT FORMULA – INTEGRATED BENEFIT FORMULAS** (Plan Section 5.1). Subject to the overall permitted disparity limits in the Plan, a Participant's "Normal Retirement Benefit" is an annual benefit determined under the formula selected below (select one from a. - d. and one from e.1. - e.7.; g. is optional unless a fractional accrual method is used). A Participant is only considered to be benefiting under Code §401(a)(26) if the Participant receives a meaningful benefit within the meaning of Code §401(a)(26).

- a. ☒ **Unit Credit Excess Benefit:** The sum of 1. and 2. below:
1. Base benefit percentage and excess benefit percentage (complete a., b. and c.)

- a. 1.30 % (base benefit percentage) times Average Compensation up to the integration level times each year of Credited Service
- b. plus a benefit equal to 1.95 % (excess benefit percentage -- not to exceed the base benefit percentage by more than the lesser of the base percentage or the maximum excess allowance) times Average Compensation in excess of the integration level times each year of Credited Service.
- c. The maximum number of years of Credited Service taken into account under paragraph a.1.b. will be 35 (may not exceed 35). If the Participant's Accrued Benefit after the latest Fresh-Start Date is determined under the fractional method, the maximum number of years of Credited Service during which permitted disparity is taken into account under this formula may not be less than 25.

The number of years of Credited Service taken into account under paragraph 1. for any Participant will not exceed the Participant's cumulative permitted disparity limit. The Participant's cumulative permitted disparity limit is equal to 35 minus the number of years credited to the Participant for purposes of the benefit formula or the accrual method under the Plan or under one or more qualified plans or simplified employee pensions (whether or not terminated) ever maintained by the Employer, other than years for which a Participant earned a year of Credited Service under the benefit formula in paragraph a. 1. above. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year. If the Participant's cumulative permitted disparity limit is less than the period of years specified in paragraph 1., then for years after the Participant reaches the cumulative permitted disparity limit and through the end of the period specified in paragraph 1., the Participant's benefit will be equal to the excess benefit percentage, or, if the Participant's benefit after the latest Fresh-Start Date is not accrued under the fractional accrual rule and the Plan does not satisfy Code §411(b)(1)(F), 133 1/3 percent of the base benefit percentage, if lesser, times Average Compensation.

2. ☐ Additional benefit percentage

- a. \_\_\_\_\_% (not to exceed the lesser of (1) the excess benefit percentage, or (2) 133 1/3 percent of the base benefit percentage) times Average Compensation for each year of Credited Service after the number of years of Credited Service taken into account in paragraph 1. above. If, however, benefits after the latest Fresh-Start Date are accrued under the fractional method, then for each year of Credited Service taken into account in paragraph 1., this percentage will be equal to the excess benefit percentage.
- b. The maximum number of years of Credited Service taken into account under this paragraph 2. will be \_\_\_\_\_ (if benefits after the latest Fresh-Start Date are accrued under the fractional accrual rule and the Plan does not satisfy Code §411(b)(1)(F), the number of years entered must be no less than 35 minus the number of years of Credited Service specified in paragraph 1. above).

b. ☐ Flat Excess Benefit (complete 1. and 2.):

1. \_\_\_\_\_% (base benefit percentage) times Average Compensation up to the integration level.
2. plus a benefit equal to \_\_\_\_\_% (excess benefit percentage -- not to exceed the base benefit percentage by more than the lesser of the base percentage or the maximum excess allowance) times Average Compensation in excess of the integration level for the Plan Year.

c. ☐ Offset Formula (Unit Credit Benefit): The sum of 1. and 2. below:

1. Gross benefit percentage and offset percentage (complete a., b. and c.)
  - a. \_\_\_\_\_% (gross benefit percentage) times Average Compensation for the Plan Year times each year of Credited Service.
  - b. offset by \_\_\_\_\_% (offset percentage -- not to exceed the lesser of one-half of the gross benefit percentage or the maximum offset allowance) times Final Average Compensation up to the offset level times each year of Credited Service. The offset percentage for any Participant will not exceed one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average Compensation, and the denominator of which is the Participant's Final Average Compensation up to the offset level.
  - c. The maximum number of years of Credited Service taken into account under this paragraph will be \_\_\_\_\_ (may not exceed 35). If the Participant's Accrued Benefit after the latest Fresh-Start Date is determined under the fractional method, the maximum number of years of Credited Service during which permitted disparity is taken into account under this formula may not be less than 25.

The number of years of Credited Service taken into account under paragraph 1. for any Participant may not exceed the Participant's cumulative permitted disparity limit. The Participant's cumulative permitted disparity limit is equal to 35 minus the number of years credited to the Participant for purposes of the benefit formula or the accrual method under the Plan or under one or more qualified plans or simplified employee pensions (whether or not terminated) ever maintained by the Employer, other than years for which a Participant earned a year of Credited Service under the benefit formula in paragraph 1. above. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year. If the Participant's cumulative permitted disparity limit is less than the period of years specified in paragraph 1., then for years after the Participant reaches the cumulative permitted disparity limit and through the end of the period specified in paragraph 1., the Participant's benefit will be equal to the gross benefit percentage, or, if the Participant's benefit after the latest Fresh-Start Date is not accrued under the fractional accrual rule and the Plan does not satisfy Code §411(b)(1)(F), 133 1/3 percent of the gross benefit percentage reduced by the offset percentage, if lesser, times Average Compensation.

2. ☐ Additional benefit percentage
- ☐ \_\_\_\_\_% (not to exceed the lesser of (a) the gross benefit percentage, or (b) 133 1/3 percent of the gross benefit percentage reduced by the offset percentage times Average Compensation for each year of Credited Service taken into account in paragraph 1. above. If, however, benefits after the latest Fresh-Start Date are accrued under the fractional method, then for each Year of Credited Service taken into account in paragraph 1. above, this percentage will be equal to the gross benefit percentage.)
  - ☐ The maximum number of years of Credited Service taken into account under this paragraph 2. will be \_\_\_\_\_ (if the Participant's Accrued Benefit after the latest Fresh-Start Date is determined under the fractional method, the number of years entered must be no less than 35 minus the number of years of Credited Service taken into account in paragraph 1.).
- d. ☐ **Offset Formula (Flat Benefit)** (complete 1. and 2.):
- ☐ \_\_\_\_\_% (gross benefit percentage) times Average Compensation.
  - ☐ offset by \_\_\_\_\_% (offset percentage -- not to exceed the lesser of one-half of the gross benefit percentage or the maximum offset allowance) times Final Average Compensation up to the offset level. The offset percentage for any Participant will not exceed one-half of the gross benefit percentage, multiplied by a fraction (not to exceed one), the numerator of which is the Participant's Average Compensation, and the denominator of which is the Participant's Final Average Compensation up to the offset level.
- e. **Integration Level** (or offset level) means (select one):
- ☐ the current Covered Compensation Table.
  - ☐ the Frozen Covered Compensation Table for the year \_\_\_\_\_ (may be the Covered Compensation for a Plan Year earlier than the current Plan Year, provided the earlier Plan Year is the same for all Employees and is not earlier than the Plan Year that begins 5 years before the current Plan Year. If the Plan Year entered is, or becomes, more than five years prior to the current Plan Year, the Participant's Covered Compensation will be that determined under the Covered Compensation table for the Plan Year five years prior to the current Plan Year).
  - ☐ the greater of \$10,000 or one-half of the Covered Compensation of any person who attains Social Security Retirement Age during the calendar year in which the Plan Year begins.
  - ☒ \$ 16,800 (not to exceed the greater of \$10,000 or one-half of the Covered Compensation of any person who attains Social Security Retirement Age during the calendar year in which the Plan Year begins).
  - ☐ \$ \_\_\_\_\_ (more than \$10,000, but not in excess of the greater of \$25,450 or 150% of the Covered Compensation of any person who attains Social Security Retirement Age during the calendar year in which the Plan Year begins).
  - ☐ a uniform percentage equal to \_\_\_\_\_% (greater than 100%, but not greater than 150%) of each Participant's Covered Compensation for the current Plan Year, but in no event in excess of the Taxable Wage Base for excess plans, or Final Average Compensation for offset plans.
  - ☐ the Taxable Wage Base.

#### MAXIMUM EXCESS OR OFFSET ALLOWANCE AND OTHER LIMITATIONS

The following limitations and adjustments will apply.

- If e.5. or e.6. is selected as an integration level, the maximum excess or offset allowance will be .75% (or 26.25% for a flat benefit plan) multiplied by .8.
- If the Normal Form of Benefit is other than a life annuity, the maximum excess or offset allowance will be .75% (or 26.25% for a flat benefit plan) reduced, if necessary, pursuant to 1. above, multiplied by the factor below.

<u>Normal Form of Benefit</u>	<u>Factor</u>
Life Annuity +5 Years Certain	0.97
Life Annuity +10 Years Certain	0.91
Life Annuity +15 Years Certain	0.84
Life Annuity +20 Years Certain	0.78

- If this is a fully insured Plan within the meaning of Code §§411(b)(1)(F) and 412(e)(3) and the unit credit funding method is not being used, then the maximum excess or offset allowance will be .75% (or 26.25% for a flat benefit plan), reduced, if necessary, pursuant to 1. and 2. above, multiplied by a factor of .8.
- If a Participant begins receiving benefits at an age other than the Social Security Retirement Age, the maximum excess or offset allowance will be .75% (or 26.25% for a flat benefit plan), reduced, if necessary, pursuant to 1. and 2. above, and Plan Section 5.20. However, this limitation will not apply to a fully insured plan within the meaning of Code §§411(b)(1)(F) and 412(e)(3).
- With respect to an offset formula, the offset for any year of Credited Service will not exceed one-half of the Employer derived benefit, prior to the application of the offset, with respect to the Participant's Average Compensation not in excess of Final Average Compensation up to the integration level.

**Reductions and limitations.** Regardless of the above, the formula above will be modified as follows (leave blank if no reductions or limitations):

- f. ☒ **Reductions and limitations.** The following apply (select one or more):
- ☐ A Participant's benefit will be reduced on a pro-rata basis for each year of Credited Service less than \_\_\_\_\_ (e.g., 35) that the Participant is credited with at Normal Retirement Date.
  - ☐ A Participant's benefit will not exceed \$ \_\_\_\_\_.

3. ☒ A Participant's benefit will not be less than \$ 100.00 per month, if the Participant is 100% vested.
4. ☐ Increases in a Participant's benefit resulting from a change in Compensation will be recognized as of each Anniversary Date, but decreases will not be recognized until the decrease in Compensation has been in effect for \_\_\_\_\_ Plan Years.
5. ☐ The benefit will be rounded to the ☐ next \$ \_\_\_\_\_ ☐ nearest \$ \_\_\_\_\_.

**NOTE:** To be a design-based safe harbor plan under the Code §401(a)(4) Regulations, if a fractional accrual method is used with a Flat Benefit formula, option f.1. above must be selected with a reduction for Credited Service less than 35.

22. CREDITED SERVICE (Plan Section 1.20) (skip if 20.a. or 20.b. selected)

**Determining Credited Service.** For purposes of applying the benefit formula, with respect to a Participant, Credited Service means:

- a. ☐ N/A. The retirement benefit formula is not based on Credited Service or a Cash Balance Formula is being used.
- b. ☒ Total Years of Service (as defined for benefit accrual purposes).
- c. ☐ Plan Years of Service (as defined for benefit accrual purposes).

**Limitations.** If a fractional accrual method is NOT being used, then the following limitations apply in determining Credited Service (select all that apply or leave blank if not applicable):

- d. ☒ Credited Service completed prior to April 1, 2005 (applies to Mayor only) is disregarded.
- e. ☐ Credited Service attributable to "past service credit" will be limited to \_\_\_\_\_ years (may not exceed 5 years). "Past service credit" means (1) benefit accruals for service prior to the Effective Date of this Plan, (2) increases in existing Accrued Benefits resulting from service prior to the Effective Date of a Plan amendment, and (3) benefit accruals for service with another employer.

**NOTE:** To be a design-based safe harbor plan under the Code §401(a)(4) Regulations, if a fractional accrual method is being used, Credited Service and service used in the fraction must be determined on the same basis.

23. NORMAL RETIREMENT BENEFIT FORMULA – CASH BALANCE FORMULAS. (Plan Section 5.1)

A Participant's "Normal Retirement Benefit" is an annual benefit determined under the formula below (select one). A Participant is only considered to be benefiting under Code §401(a)(26) if the Participant receives a meaningful benefit within the meaning of Code §401(a)(26).

A. **Principal Credit Formula.** The Principal Credit will equal: (select one)

- a. ☐ **Uniform amount.** The Principal Credit for each Participant will equal (select one):
  1. ☐ \_\_\_\_\_% of "determination period" Compensation for each eligible Participant
  2. ☐ \$\_\_\_\_\_ for each eligible Participant
- b. ☐ **Grouping Method.** The Principal Credit for the Principal Credit Period will equal the amount determined below (each group must be definitely determinable):
  1. ☐ Group A: \_\_\_\_\_ (select one of a. or b.; c. and d. are optional)
    - a. ☐ \_\_\_\_\_% of "determination period" Compensation
    - b. ☐ \$\_\_\_\_\_
    - c. ☐ The greater of \_\_\_\_\_% of "determination period" Compensation or \$\_\_\_\_\_
    - d. ☐ The lesser of \_\_\_\_\_% of "determination period" Compensation or \$\_\_\_\_\_
  2. ☐ Group B: \_\_\_\_\_ (select one of a. or b.; c. and d. are optional)
    - a. ☐ \_\_\_\_\_% of "determination period" Compensation
    - b. ☐ \$\_\_\_\_\_
    - c. ☐ The greater of \_\_\_\_\_% of "determination period" Compensation or \$\_\_\_\_\_
    - d. ☐ The lesser of \_\_\_\_\_% of "determination period" Compensation or \$\_\_\_\_\_
  3. ☐ Group C: \_\_\_\_\_ (select one of a. or b.; c. and d. are optional)
    - a. ☐ \_\_\_\_\_% of "determination period" Compensation
    - b. ☐ \$\_\_\_\_\_
    - c. ☐ The greater of \_\_\_\_\_% of "determination period" Compensation or \$\_\_\_\_\_
    - d. ☐ The lesser of \_\_\_\_\_% of "determination period" Compensation or \$\_\_\_\_\_
  4. ☐ Group D: \_\_\_\_\_ (select one of a. or b.; c. and d. are optional)
    - a. ☐ \_\_\_\_\_% of "determination period" Compensation
    - b. ☐ \$\_\_\_\_\_
    - c. ☐ The greater of \_\_\_\_\_% of "determination period" Compensation or \$\_\_\_\_\_
    - d. ☐ The lesser of \_\_\_\_\_% of "determination period" Compensation or \$\_\_\_\_\_



5. ☐ Group E: \_\_\_\_\_ (select one of a. or b.; c. and d. are optional)
- a. ☐ \_\_\_\_\_% of "determination period" Compensation
- b. ☐ \$ \_\_\_\_\_
- c. ☐ The greater of \_\_\_\_\_% of "determination period" Compensation or \$ \_\_\_\_\_
- d. ☐ The lesser of \_\_\_\_\_% of "determination period" Compensation or \$ \_\_\_\_\_

**NOTE:** Attach an addendum to the Adoption Agreement to add additional groups as necessary.

**NOTE:** The classifications of Participants must be definitely determinable and not subject to Employer discretion. A Participant may only belong to one classification. In addition, an Employer cannot select both a dollar amount and a percentage of Compensation for a specified classification.

**NOTE:** The design of the groups cannot be such that the only NHCEs benefiting under the Plan are those with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b).

**AND**, if a Participant shifts from one classification to another during a Plan Year, then unless elected below, the Participant will be considered as belonging to the classification that provides the greatest Principal Credit. However, if elected below, the Participant will be assigned to the classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment: (select if applicable)

6. ☐ The Participant will be assigned to the classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment.

- c. ☐ **Greater of Percentage of Compensation or Dollar Amount** The Principal Credit for each eligible Participant will equal the greater of: \_\_\_\_\_% of "determination period" Compensation for each eligible Participant or \$ \_\_\_\_\_

- d. ☐ **Lesser of Percentage of Compensation or Dollar Amount.** The Principal Credit for each eligible Participant will equal the lesser of: \_\_\_\_\_% of "determination period" Compensation for each eligible Participant or \$ \_\_\_\_\_

- e. ☐ **Simple Schedule of Graded Principal Credits.** The Principal Credit for each eligible Participant will equal: (select 1. or 2. and select one of 3. – 5.)

1. ☐ \_\_\_\_\_% of "determination period" Compensation

2. ☐ \$ \_\_\_\_\_

For each: (select one)

3. ☐ whole year of the Participant's attained age

4. ☐ whole year of participation

5. ☐ whole year of the Participant's attained age plus each whole year of participation

- f. ☐ **Tiered Schedule of Graded Principal Credits.** A Principal Credit for each eligible Participant in the amount of: (select one)

1. ☐ The percentage of "determination period" Compensation shown in the table below

2. ☐ The dollar amount shown in the table below

**AND** the designated amount will be based on: (select one)

3. ☐ whole years of the participant's attained age

4. ☐ years of participation

5. ☐ whole years of the participant's attained age plus each year of participation

6. **AND** the following amounts will be used for purposes of the preceding provisions (enter a dollar amount or percent):

Units	Amount
First _____	_____
Next _____	_____
Next _____	_____
Next _____	_____
Next _____	_____
Next _____	_____
Next _____	_____
Next _____	_____

**NOTE:** Attach an addendum to the Adoption Agreement to add additional tiers as necessary.

**NOTE:** The schedule of Principal Credits must comply with the 133 1/3% rule under Code §411(b)(1)(B), taking into account the minimum Principal Credits guaranteed (if any). For this purpose, a plan for which the Interest Credit could be negative is permitted to assume that the Interest Credits for the current and future years will be equal to zero. The Employer does not have reliance on the advisory letter with respect to whether this formula meets the accrual rule requirements under Code §411(b).

- g. ☐ **Other:** \_\_\_\_\_ (The Employer may describe the principal credit formula from the elections available above and/or a combination thereof as to any Participant group (e.g., specifying a tiered schedule of graded principal credits for Division A Employees and a uniform amount for Division B Employees). The formula must (1) be definitely determinable, (2) not be subject to Employer discretion, and (3) by design, satisfy the 133 1/3% rule under Code §411(b)(1)(B)).

**B. Principal Credit Provisions (complete h., i., j. and k.)**

**h. Principal Crediting Date.** The Principal Credit will be allocated as of the last day of the "determination period", which period will be the:

1. ☐ Plan Month (see Plan Section 1.67)
2. ☐ Plan Quarter (see Plan Section 1.68)
3. ☐ Plan Year
4. ☐ Calendar month
5. ☐ Calendar quarter
6. ☐ Calendar year

**NOTE:** If the Principal Credit uses Compensation, then the selection above defines the period (the "determination period") of Compensation to be used in the Principal Credit.

**i. Eligible Participants.** The Principal Credit will be made to Participants who (select all that apply of 1. - 4. or select 5.):

1. ☐ are actively employed on the last day of the "determination period" (Plan Section 1.16(c)). (may not be selected with i.3. below.)
2. ☐ complete 1 Year of Service (may only be selected if h.3. and 24.c.2 have been selected)(may not be selected with 3.)
  - a. ☐ Limit this requirement to only HCEs
3. ☐ complete a 12-month Period of Service during the "determination period" (may only be selected if 24.c.1. has been selected) (may not be selected with 2.)
  - a. ☐ Limit this requirement to only HCEs
4. ☐ are employed at any time during the "determination period" (may not be selected if i.3. is selected and may not be selected with i.2.)
5. ☐ Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**NOTE:** If h.3. or h.6. is selected, i.1. may not also be selected (would violate accrual requirements under Code §411(b)).

**AND,** the conditions above will be waived in the year of a Participant's (skip if i.4. is selected above) (select all that apply, if any)

6. ☐ death
7. ☐ disability
8. ☐ retirement

**j. Determining Principal Credits.** If the Principal Credit is based on Compensation, pre-participation Compensation will be included in determining Principal Credits unless elected otherwise below:

1. ☐ Exclude pre-participation compensation

**k. Adjustments to Principal Credit.** (If k. is selected, must select at least one option below)

**Use partial year flat dollar amount.** Whenever the Principal Credit is based on a flat dollar amount, then (select if applicable)

1. ☐ For any Principal Credit Period, adjust for the number of hours of actual participation in proportion to the total number of potential hours during the Principal Credit Period (based on maximum of 2,000 hours annually, e.g., 500 hours for a 3-month Principal Credit Period)

**Partial dollar credit for year of retirement.** Whenever an allocation to a participant is based on a flat dollar amount for a 12-month period, use the prescribed dollar amount except as elected below: (select if applicable, otherwise leave blank) (skip if the Principal Credit Period is not a Plan Year or calendar year)

2. ☐ For the year of retirement only, provide 25% of the Principal Credit for each quarter through the end of the quarter that:
  - a. ☐ precedes the date of retirement
  - b. ☐ contains the date of retirement

**Minimum Principal Credit.** A Participant will receive a minimum Principal Credit accrual for each Plan Year of:

3. ☐ The amount needed to provide an increase in accrued benefit of .5% of compensation at NRA using the actuarial equivalence factors in the Plan's definition of Actuarial Equivalent
4. ☐ Other: \_\_\_\_\_ (must be definitely determinable and must satisfy the 133 1/3% accrual method)

**Starting Principal Credit.** For the first Plan Year, Participant will receive the following Principal Credit (this election may not be used to meet the requirements of Regulations §1.411(b)(5)-1(c) for purposes of the benefit described in Regulations §1.411(b)(5)-1(c)(2)(i)(A)):

5. ☐ Credit the Hypothetical Account (on the Effective Date of the Plan) with the following amount:
- ☐ A credit (equal to the first year's Principal Credit as a participant) for each year of service credit prior to the Effective Date of the Plan, up to a maximum of \_\_\_\_\_ years of past service
  - ☐ \$\_\_\_\_\_
  - ☐ Other: \_\_\_\_\_ (may be some combination of the preceding options, or some other specification that is definitely determinable and not subject to Employer discretion)

### C. Interest Credit Provisions

**Interest credit.** The Interest Credit will be: (select one of l. - o.; select p. if applicable)

- l. ☐ Fixed rate. A fixed rate of \_\_\_\_\_% (enter at least 1% and not more than 6%)
- m. ☐ Government Securities. Based on the following government securities: (select one of 1. - 5.; 6 and 7 are optional)
- ☐ The discount rate on \_\_\_\_\_ month (enter a whole number that is not more than 12) Treasury Bills
  - ☐ The yield on 1-year Treasury Constant Maturities
  - ☐ The yield on \_\_\_\_\_ (not more than 3) year Treasury Bonds
  - ☐ The yield on \_\_\_\_\_ (at least 4 and not more than 7) year Treasury Bonds
  - ☐ The yield on \_\_\_\_\_ (at least 8 and not more than 30) year Treasury Bonds (may not select option m.6.)
- Optional Provisions (leave blank if not applicable):
6. ☐ Basis Point. The following basis points will be added to the above rate (select one):
- Note:** The following restrictions apply to option m.6: (1) If option m.1 is selected with an entry other than 3 months, then option m.6.g. cannot be selected; (2) If option m.2. is selected then options m.6.e. - g. may not be selected; (3) if option m.3. is selected then options m.6.c. - g. may not be selected; (4) if option m.4. is selected then only option m.6.a. can be selected.
- ☐ 25
  - ☐ 50
  - ☐ 75
  - ☐ 100
  - ☐ 125
  - ☐ 150
  - ☐ 175
7. ☐ Guaranteed rate. Provide for an annual floor of \_\_\_\_\_% (enter at least 1% and not more than 5%) (may not be selected if m.5.b. - g. is selected above)
- n. ☐ Segment Rate. Based on the following Code §430(h)(2) segment rate:
- ☐ 1st segment rate
  - ☐ 2nd segment rate
  - ☐ 3rd segment rate
- Look-back month.
4. The look-back month will be the \_\_\_\_\_ (enter first, second, third, fourth or fifth) month preceding the first day of the:
- ☐ Plan Year
  - ☐ Interest Credit Period
- Guaranteed rate. (leave blank if not applicable):
5. ☐ Provide for an annual floor of \_\_\_\_\_% (enter at least 1% and not more than 4%)
- Adjustment. (leave blank if not applicable)
6. ☐ The selected segment rate will reflect the adjustment for 25-year average interest rates under Code §430(h)(2)(C)(iv)
- o. ☐ Actual Rate of Return using the following rules of application (must complete 1. - 5.)
- The Actual Rate of Return will be determined to the following number of decimals: (select one)
    - ☐ none (e.g., 1% or 3%)
    - ☐ one decimal (e.g., 1.2% or 2.7%)
    - ☐ two decimals (e.g., 1.24% or 2.75%)
  - Contributions (excluding a contribution receivable) will be included based on the actual date of such contribution(s), with weighting for the period of time between the contribution date and the end of the Interest Credit Period based on number of: (select one of a. - g. and one of h. and i.)
    - ☐ days
    - ☐ whole Plan Months
    - ☐ whole calendar months
    - ☐ nearest Plan Months
    - ☐ nearest Plan Quarters
    - ☐ nearest calendar months
    - ☐ nearest calendar quarters

Additionally, in calculating the Actual Rate of Return, only distributions of benefits made during the Interest Credit Period will be reflected, and contributions receivable as of the last day of the Plan Year shall be treated: (select one)

- h. ☐ as if they were made as of the last day of the Plan Year
- i. ☐ as if they were made on the day each amount was actually contributed

3. Distributions of benefits will be included in the calculation of the Actual Rate of Return with weighting for the period of time between the actual date of distribution and the end of the Interest Credit Period based on the number of: (select one)

- a. ☐ days
- b. ☐ whole Plan Months
- c. ☐ whole calendar months
- d. ☐ nearest Plan Months
- e. ☐ nearest Plan Quarters
- f. ☐ nearest calendar months
- g. ☐ nearest calendar quarters

4. The following Plan expenses incurred for the Interest Credit Period will be included: (select one)

- a. ☐ investment expenses paid from the Plan's Trust
- b. ☐ administrative and investment expenses paid by the Plan's Trust
- c. ☐ administrative and investment expenses paid by the Plan's Trust except: \_\_\_\_\_ (insert description of excluded expenses)
- d. ☐ no administrative or investment expenses

5. For purposes of the first Plan Year only of the Plan, the Interest Crediting Rate shall be: (select one)

- a. ☐ 4%
- b. ☐ 5%
- c. ☐ 6%
- d. ☐ N/A

- p. ☐ The lesser of the rate selected above or \_\_\_\_\_ (Must be definitely determinable and except as permitted in option o. above, may not be based on the actual return on plan assets or a subset of plan assets (as described in Regulations §1.411(b)(5)-1(d)(5)(ii)) or the rate of return on a Registered Investment Company (as described in Regulations §1.411(b)(5)-1(d)(5)(iv); e.g., lesser of option (o) (Actual Rate of Return) or 5% interest).

**Interest credit period.** The Interest Credit Period will be: (select one)

- q. ☐ Plan Year
- r. ☐ Calendar Year
- s. ☐ Other
  - 1. ☐ Plan Quarter
  - 2. ☐ Plan Month
  - 3. ☐ Calendar quarter
  - 4. ☐ Calendar month
  - 5. ☐ Daily

The interest will be determined

- 6. ☐ as if interest were compounded (4 times a year if s.1. or 3.; 12 times a year if s.2. or 4.; daily if s.5.)
- 7. ☐ as the annual rate divided (divided by 4 if s.1. or 3.; divided by 12 if s.2. or 4.; divided by 365 for s.5.)

**Additional interest credit provisions**

- t. ☐ **Interest after Annuity Starting Date.** If a Participant's Annuity Starting Date occurs before the end of an Interest Credit Period, the Interest Credit for such period will be a pro-rata Interest Credit based on the portion of the Interest Credit Period before the Participant's Annuity Starting Date (if this option is not selected, then no Interest Credit will be provided for such period).
- u. ☐ **Special Effective Date of Preservation of Capital.** The Plan's provisions regarding the preservation of capital will apply to all distributions since the inception of the Cash Balance Formula unless a special effective date applies, as follows: (leave blank if Plan always provided for preservation of capital): \_\_\_\_\_ (insert a date no later than June 29, 2005, or the date the Plan became a cash balance plan, if later).
- v. ☐ **Cumulative Floor.** In no event will the Hypothetical Account Balance be less than the amount that would have been determined if the Plan had used a fixed annual interest credit rate for the period starting on the date described below, using the interest described below, and ending on the Annuity Starting Date:
  - 1. ☐ Beginning date: \_\_\_\_\_
  - 2. ☐ Interest rate: \_\_\_\_\_% (enter at least 1 and no more than 3)

24. ACCRUED BENEFIT (Plan Section 5.2) will be:

- a. **Accrual method.** The Accrued Benefit will be calculated using the following method:
  - 1. ☒ 133 1/3% rule (unit accrual).

2. ☐ Fractional rule based on Years of Service.
3. ☐ Fractional rule based on Plan Years of Service.
4. ☐ Fractional rule using Plan Years of Service, plus \_\_\_\_ Years of Service credited prior to Plan entry.
5. ☐ 3% rule.
6. ☐ N/A. (Plan is fully insured; i.e., a Code §412(e)(3) (formerly Code §412(i)) plan)

**NOTE:** If the Plan is using a Cash Balance Formula (Question 12.c is selected) then the 133 1/3% method must be selected. In addition, a plan using a Cash Balance Formula may not be a fully insured plan under Code §412(e)(3).

- b. **Limitations.** If a fractional method is being used (a.2. – a.4. above), then the following limitations on Years of Service taken into account in determining a Participant's Accrued Benefit will apply (select all that apply or leave blank if not applicable):

**NOTE:** To be a design-based safe harbor plan under the Code §401(a)(4) Regulations, if a fractional accrual method is being used, then Credited Service and the fraction must be determined on the same basis.

1. ☐ The denominator of the fraction will not exceed \_\_\_\_.
2. ☐ Years of Service completed prior to \_\_\_\_ are disregarded.
3. ☐ Years of Service in excess of \_\_\_\_ years are disregarded.
4. ☐ "Past service credit" will be limited to \_\_\_\_ years (safe harbor for past service is 5 years or less) and the "past service credit" limitation will...
  - a. ☐ apply to the determination of a Participant's entire Accrued Benefit.
  - b. ☐ only apply in determining increases to a Participant's Accrued Benefits.

For purposes of this Section, "past service credit" means (A) benefit accruals for service prior to the Effective Date of this Plan, (B) increases in existing Accrued Benefits resulting from service prior to the Effective Date of a Plan amendment, and (C) benefit accruals for service with another employer.

- c. **Year of Service.** For benefit accrual purposes, a Year of Service means:

1. ☐ **Elapsed time.** The elapsed time method will be used and a Participant will be credited with a Year of Service for:
  - a. ☐ each 12-month Period of Service
  - b. ☐ each 3 months of service
2. ☒ **Hour of Service.** Unless otherwise selected below, a Year of Service will be a Plan Year during which an Employee completes at least 1,000 Hours of Service. Hours of Service will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method will be used). (select all that apply of a. - c. or leave blank if defaults apply)
  - a. ☐ **Alternative definition of Year of Service** (select all that apply or leave blank if not applicable)
    1. ☐ **Computation period.** The computation period for benefit accrual purposes will be based on the date an Employee first performs an Hour of Service and each anniversary thereof.
    2. ☐ **Number of Hours of Service required.** Year of Service will be the applicable computation period during which an Employee has completed at least \_\_\_\_ (may not be more than 2,000) Hours of Service. (If more than 1,000 Hours of Service is entered, credit for a fractional period must be recognized and c.2. below must be selected.)
    3. ☐ A Participant will be credited with a Year of Service if employed on the last day of the Plan Year or if more than 500 Hours of Service has been completed during the Plan Year.
  - b. ☐ **Equivalency methods.** Instead of using actual Hours of Service the following equivalency method will be used to determine Hours of Service. (leave blank if not applicable):  
Such method will apply to:
    1. ☐ all Employees.
    2. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried employees).
    3. ☐ other: \_\_\_\_\_ (e.g., per-diem Employees only)
 Hours of Service will be determined on the basis of:
    4. ☐ days worked (10 hours per day)
    5. ☐ weeks worked (45 hours per week)
    6. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
    7. ☐ months worked (190 hours per month)
    8. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
    9. ☐ other: \_\_\_\_\_ (must satisfy DOL Regulation §2530.200b-3(e); e.g., option 3. is used for per-diem Employees and option 4. is used for on-call Employees)
- c. ☐ **Fractional Credit.** If c.2.a.2. or c.2.a.3. is selected above, will Participants receive fractional credit?
  1. ☐ No
  2. ☐ Yes, based on \_\_\_\_ Hours of Service.
  3. ☐ Yes, for Participants who have died, become Totally and Permanently Disabled or retired, based on \_\_\_\_ Hours of Service.



d. **Special Rules** (select all that apply or leave blank if not applicable)

1. ☐ Top-Heavy Minimum Benefit (select one or more):
  - a. ☐ If the Plan is a Top-Heavy Plan, the Accrued Benefit of a Participant who is a Key Employee will not be less than the minimum benefit for any Top-Heavy Plan Year as set forth in Plan Section 5.6.
  - b. ☐ Instead of 2%, substitute the following percentage(s) to determine top-heavy minimum benefits (must be at least 2%) \_\_\_\_\_.
  - c. ☐ A 5-year "averaging period" applies to determine Average Compensation for the top-heavy minimum benefit regardless of the "averaging period" used in the "Normal Retirement Benefit" formula.
2. ☐ Application of Code §415 limitations. The Code §415 limits apply to the "Normal Retirement Benefit" formula before determining a Participant's Accrued Benefit.
3. ☐ The special accrual rule in Plan Section 5.2(k) used to satisfy the minimum coverage rules of Code §410(b) will apply.
4. ☐ The monthly Accrued Benefit shall not be less than \$ \_\_\_\_\_.

e. **Fresh-start rules**

1. ☒ N/A. (new Plan or there is no Fresh-Start Date)
2. ☐ The Fresh-Start Date is \_\_\_\_\_

**Accrued Benefit.** The Accrued Benefit with respect to each Participant in the "Fresh-Start Group" will be determined using the following fresh-start rules (Plan Section 5.2(f)): (if this Plan is a conversion from a traditional defined benefit plan to a Cash Balance Plan, then the formula without wear-away (option b. below) must be used)

- a. ☐ Formula with wear-away (the greater of the Frozen Accrued Benefit or the Accrued Benefit determined under Plan Section 5.2).
- b. ☐ Formula without wear-away (the sum of the Frozen Accrued Benefit plus the Accrued Benefit determined under Plan Section 5.2, but only taking into account Credited Service after the Fresh-Start Date).
- c. ☐ Formula with extended wear-away (the greater of a. or b. above).

- NOTES:**
- (1) If the fractional accrual method is being used or if this Plan is fully insured, the formula without wear-away may not be selected.
  - (2) If the 3% accrual method is being used, the formula with wear-away is the only method which may be used.
  - (3) The formula with wear-away and formula with extended wear-away Fresh-Start rules above take into account an Employee's past service in determining the Employee's benefit accruals under the Plan; either of these Fresh-Start rules may cause the Plan to fail to satisfy the safe harbor for past service in Regulations §1.401(a)(4)-5(a)(5).

**Adjustments.** Each Participant's Frozen Accrued Benefit will be adjusted in accordance with the following fraction (Plan Section 5.2(g)(8)):

- d. ☐ N/A or no adjustment
- e. ☐ Old compensation fraction
- f. ☐ New compensation fraction
- g. ☐ Reconstructed compensation fraction based on the Plan Year beginning in \_\_\_\_\_ (insert 1989, 1990, 1991, 1992, 1993 or 1994) (the year must begin after the latest Fresh-Start Date)
- h. ☐ Special adjustment for "TRA '86 Section 401(a)(17) participants" and "OBRA '93 Section 401(a)(17) participants."

**"Fresh Start Group."** The "Fresh Start Group" consists of all Participants who have Accrued Benefits as of the Fresh-Start Date and have at least one Hour of Service with the Employer after that date. However, if designated below, the "Fresh-Start Group" will be limited to: (select all that apply or leave blank if not applicable)

- i. ☐ Code §401(a)(17) Participants (may be selected only with respect to a Tax Reform Act of 1986 (TRA '86) Fresh-Start Date and with respect to an Omnibus Budget Reconciliation Act of 1993 (OBRA '93) Fresh-Start Date). A "TRA '86 Fresh-Start Date" means a Fresh-Start Date that is not earlier than the last day of the last Plan Year beginning before the first Plan Year beginning on or after January 1, 1989 (the statutory effective date), and not later than the last day of the last Plan Year beginning before the first Plan Year beginning on or after January 1, 1994 (the regulatory effective date). An "OBRA '93 Fresh-Start Date" means the last day of the last Plan Year beginning before the first Plan Year beginning on or after January 1, 1994.
- j. ☐ Members of an "acquired group of Employees." An "acquired group of Employees" means employees of a prior employer who become employed by the Employer in a transaction between the Employer and the prior employer that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the trade business on or before \_\_\_\_\_ (enter a date no later than the end of the transaction period defined in Code §410(b)(6)(C)(ii), if the date selected is after February 10, 1993). The date in the preceding sentence will be the Fresh-Start Date with respect to members of the "acquired group of Employees" described below.  
The "acquired group of Employees" consists of: \_\_\_\_\_

- k. ☐ Employees with a Frozen Accrued Benefit that is attributable to assets and liabilities transferred to the Plan as of a Fresh-Start Date in connection with the transfer and for whom the current formula is different from the formula used to determine the Frozen Accrued Benefit.

The Fresh-Start Date in connection with the transfer is: \_\_\_\_\_ (must be the date as of which the Employees begin accruing benefits under the Plan).

The group of Employees with the Frozen Accrued Benefit that is attributable to assets and liabilities transferred to the Plan is: \_\_\_\_\_

25. **NORMAL FORM OF BENEFIT** (Plan Section 5.1(b)) will be:

- a. ☒ a life annuity.  
 b. ☐ an annuity for life and \_\_\_\_\_ years certain.  
 c. ☐ for married Participants a joint and \_\_\_\_\_% survivor annuity and for unmarried Participants an annuity for life and \_\_\_\_\_ years certain (leave years blank if only a life annuity for unmarried Participants).

**NOTE:** If options b. or c. are selected, then the Plan could fail to satisfy Code §415. In addition, options b. and c. may not be completed with so large a period certain that it would likely result in a violation of Code §401(a)(9).

26. **ACTUARIAL EQUIVALENT** (Plan Section 1.4) means amounts of equal value when computed using the following (select a. OR b.; c. must be completed) (See Plan Section 1.4 for special rules that apply to certain forms of distributions such as nondecreasing annuities):

**Actuarial assumptions**

- a. ☒ The following actuarial assumptions will apply except as otherwise provided in Plan Section 1.4 (select one)
1. ☐ Only use the "applicable interest rate" and "applicable mortality table" as defined in Plan Section 1.4. (skip to c. below)
  2. ☒ Use the following: (select one or more of a. – d.)
    - a. ☒ Pre-Retirement Mortality Table: 1984 Unisex Pensioners Mortality Table
    - b. ☒ Pre-Retirement Interest: 7.50%
    - c. ☒ Post-Retirement Mortality Table: 1984 Unisex Pensioners Mortality Table
    - d. ☒ Post-Retirement Interest: 7.50%

**NOTE:** If an integrated benefit formula is elected (Question 21), then to be a design-based safe harbor plan the mortality table above must be a standard mortality table as described in Regulations §1.401(a)(4)-12 and the interest rate above must be between 7.5% and 8.5%.

- b. ☐ **Fully insured Plan.** For a fully insured (i.e., Code §412(e)(3)) Plan, the interest and mortality assumptions specified in the insurance or annuity contract will be used. The Employer must attach an Appendix to the Plan indicating the contract name/number, the company that issued the contract, and the date of issuance of the contract. A Plan using a Cash Balance Formula may not be a fully insured Plan.
- c. **Stability period/Lookback month.** The applicable interest is based on the following:
1. **Stability period.** The "stability period" for purposes of determining the "applicable interest rate" is:
    - a. ☐ one calendar month
    - b. ☐ one Plan Year quarter
    - c. ☐ one calendar year quarter
    - d. ☒ one Plan Year
    - e. ☐ one calendar year
  2. **Lookback month.** The "lookback month" relating to the "stability period" is the:
    - a. ☐ first calendar month preceding the first day of the "stability period"
    - b. ☒ second calendar month preceding the first day of the "stability period"
    - c. ☐ third calendar month preceding the first day of the "stability period"
    - d. ☐ fourth calendar month preceding the first day of the "stability period"
    - e. ☐ fifth calendar month preceding the first day of the "stability period"
    - f. ☐ average rate for two or more calendar months preceding the first day of the "stability period" (specify which of the first through fifth months are averaged) \_\_\_\_\_

**NORMAL RETIREMENT**

27. **NORMAL RETIREMENT AGE ("NRA")** (Plan Section 1.57)

- a. "NRA" means:
1. ☐ **Specific age.** The date of a Participant attains age \_\_\_\_\_ (see Note below).
  2. ☒ **Age/participation.** The later of the date a Participant attains age 65 (see Note below)(or the 5th (not to exceed 5th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
  3. ☐ **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ (see Note below)(or the \_\_\_\_\_ (not to exceed 5th) anniversary of the first day of the Plan Year in which participation in the Plan commenced, but in no event later than age \_\_\_\_\_.

4. ☐ Other: \_\_\_\_\_ (may not be later than the maximum permitted under 2. above).

**NOTE:** A Participant's age specified above may not exceed 65 and may not be less than age 55. An age between age 55 and 62 may satisfy this requirement if it is reasonably representative of the typical retirement age for the industry in which the Participant's work based on facts and circumstances. An age of 62 or older is deemed to satisfy this requirement.

**Maximum "NRA."** However, a Participant's "NRA" will not be later than the satisfaction of each of the following (select all that apply or leave blank if not applicable).

- b. ☐ Attainment of age \_\_\_\_.
- c. ☐ The \_\_\_\_ anniversary of the first day of the Plan Year in which Participation in the Plan commenced.
- d. ☐ The \_\_\_\_ anniversary of the Participant's date of hire.
- e. ☐ The completion of \_\_\_\_ Years of Service.

**Special effective date.** Is there a special effective date for the age requirement specified in a. above (as a result of Regulations §1.401(a)-1)? (leave blank if not applicable)

- f. ☐ Yes, the effective date of the age requirement specified in a. above is: \_\_\_\_\_ (specify a date on or between May 22, 2007 and the first day of the first Plan Year beginning after June 30, 2008).

**NOTE:** Regardless of any elections made herein, effective as of the first day of the first Plan Year beginning after June 30, 2008, a Participant's NRA cannot be earlier than the age set forth in the Note at the end of 27.a. above.

28. **NORMAL RETIREMENT DATE** (Plan Section 1.58) means, with respect to any Participant, the:

- a. ☐ date on which the Participant attains "NRA"
- b. ☒ first day of the month
1. ☐ nearest the Participant's "NRA."
2. ☒ coinciding with or next following the Participant's "NRA."
- c. ☐ Anniversary Date
1. ☐ nearest the Participant's "NRA."
2. ☐ coinciding with or next following the Participant's "NRA"
- d. ☐ Other: \_\_\_\_\_ (Must be definite and applied in a uniform and nondiscriminatory manner; in addition, in order to be a design-based safe harbor plan under the Code §401(a)(4) Regulations, the Normal Retirement Date may not be more than 6 months earlier or later than the Participant's "NRA.")

**NOTE:** If c.2. is selected, this Plan will not be a design-based safe harbor plan under the Code §401(a)(4) Regulations.

## EARLY AND LATE RETIREMENT, DISABILITY AND DEATH BENEFITS

29. **EARLY RETIREMENT PENSION**

- a. ☐ N/A (no early retirement provision provided; skip to next Question)
- b. ☒ Early retirement benefits will equal:
1. ☐ Vested Accrued Benefit reduced by 1/15 for each of the first five years and then 1/30 for each of the next five years (and actuarially thereafter) that the Early Retirement Date precedes the Normal Retirement Date (See Plan Section 5.4).
2. ☐ Actuarial Equivalent of Vested Accrued Benefit.
3. ☐ Vested Accrued Benefit reduced by 1/2 of 1% for each month early retirement precedes normal retirement.
4. ☐ Fully accrued early retirement benefit. There is no reduction of the Vested Accrued Benefit unless such reduction is required by applicable laws and regulations.
5. ☐ Vested Accrued Benefit reduced by 5/9 of 1% for each of the first sixty (60) complete calendar months, and 5/18 of 1% for each complete calendar month in excess of sixty (60) calendar months that the Early Retirement date precedes Normal Retirement Date.
6. ☒ Vested Accrued Benefit subject to the following actuarial reduction for early commencement:  
1/2 of 1% for each month early retirement precedes age 62 (may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).

**Early Retirement Age ("ERA")**

- c. Participant attains age 55

**AND**, completes the following (select 1. or leave blank if not applicable):

1. ☒ at least 7 Years (or Periods) of Service for:
- a. ☒ vesting purposes.
- b. ☐ benefit accrual purposes.

**Early Retirement Date** (Plan Section 1.25). Early Retirement Date means the:

- d. ☐ date on which a Participant attains "ERA."
- e. ☒ first day of the month coinciding with or next following the date on which a Participant attains "ERA."
- f. ☐ Anniversary Date coinciding with or next following the date on which a Participant attains "ERA."

30. LATE RETIREMENT BENEFIT (Plan Section 5.5) payable to a Participant who continues employment after attaining Normal Retirement Age will be:
- ☒ No special provisions (i.e., greater of continued accruals or actuarially adjusted Accrued Benefit)
  - ☐ as follows:
    - ☐ paid as though the Participant had actually retired on the Normal Retirement Date.
    - ☐ at option of Participant, paid as though the Participant had actually retired on the Normal Retirement Date.
31. DISABILITY RETIREMENT BENEFITS (Plan Section 5.8)
- ☐ N/A (no disability benefits provided; skip to next Question)
  - ☒ Disability benefits will be equal to:
    - ☒ early retirement benefit without regard to age and service requirements.
    - ☐ Actuarial Equivalent of Vested Accrued Benefit.
    - ☐ Vested Accrued Benefit subject to the following actuarial reduction for early commencement:  
 \_\_\_\_\_ (may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).

**Determination.** The disability of Participants will be determined...

    - ☒ By a physician.
    - ☐ Under the Social Security Act.

**Additional Conditions.** In addition to disability, the following additional conditions apply to a Participant's eligibility for a disability pension (leave blank if not applicable):

    - ☒ Specify: Any disability benefit with a lump sum value of less than or equal to \$5,000, may be paid in a single lump sum. (may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants).
32. SUSPENSION OF BENEFITS (Plan Section 5.5(d)) The suspension of benefit rules applies as follows (select a., b. or c.)
- ☒ The suspension of benefit rules do not apply.
  - ☐ For new Plans or for existing Plans restating an identical suspension of benefits provision, the suspension of benefit rules apply to:
    - ☐ all Participants.
    - ☐ only those participants described in Plan Section 6.1(d) whose benefits, if actuarially increased, would exceed the limitations of Plan Section 6.1.
  - ☐ Plans where a suspension of benefits option is being added or expanded, the suspension of benefit rules apply to:
    - ☐ employees who commence participation in the Plan on or after the later of the adoption date or the effective date of the suspension of benefit rules in Plan Section 5.4(d).
    - ☐ the portion of Participants' Code §411(d)(6) protected benefits (within the meaning of Regulations §1.411(d)-4, Q&A 1(a)) that accrue after the later of the adoption date or effective date of the suspension of benefit rules in Plan Section 5.5(d).
33. DEATH BENEFITS (Plan Section 5.9) The death benefit under this Plan is:
- ☒ no death benefit other than the "minimum spouse's death benefit" as defined in Plan Section 5.9(r) (no death benefits provided to unmarried Participants)
  - ☐ the Actuarial Equivalent of the Vested Accrued Benefit
  - ☐ the Policy proceeds less the cash value of the Policies
  - ☐ the Policy proceeds
  - ☐ the greater of (1) Policy proceeds (less the cash value of the Policies) plus the Theoretical Reserve, or (2) the Actuarial Equivalent of the Vested Accrued Benefit
  - ☐ the Policy proceeds (less the cash value of the Policies) PLUS 1. or 2. below.
    - ☐ the Actuarial Equivalent of the Vested Accrued Benefit
    - ☐ the Value of Total Prior Contributions
  - ☐ the greater of the Policy proceeds OR 1. or 2. below.
    - ☐ the Actuarial Equivalent of the Vested Accrued Benefit
    - ☐ the Value of Total Prior Contributions
  - ☐ \_\_\_\_\_ times the anticipated monthly retirement benefit payable at Normal Retirement Age (or, if later at the date of death), based on the Participant's Vested Accrued Benefit as of the date of death
  - ☐ the incidental reserve, if a positive amount. The incidental reserve equals the Policy proceeds plus the Theoretical Individual Level Premium Reserve less the cash value of the Policies
  - ☐ the greater of the Actuarial Equivalent of the Vested Accrued Benefit or \_\_\_\_\_ times the anticipated monthly retirement benefit payable at Normal Retirement Age (or, if later at the date of death), based on the Participant's Vested Accrued Benefit as of the date of death
  - ☐ Other: \_\_\_\_\_ (death benefits must be incidental within the meaning of Code §401(a))

**Maximum death benefit.** Regardless of the above, the maximum death benefit will be:

- ☐ N/A or no maximum other than the limitations of Plan Section 5.9(g).
- ☐ the greater of 100 times the anticipated monthly benefit or the Theoretical Individual Level Premium Reserve

- n. ☐ 100 times the anticipated monthly benefit  
 o. ☐ the reserve under the Theoretical Individual Level Premium Reserve  
 p. ☐ the face amount of insurance which could be purchased if less than 66 2/3% (if whole life) or 33 1/3% (if term or universal life) of the Theoretical Contribution is used to purchase insurance plus the Theoretical Individual Level Premium Reserve  
 q. ☐ other: \_\_\_\_\_ (death benefits must be incidental within the meaning of Code §401(a))

**Death benefit payable to Spouse.** Pursuant to Plan Section 5.9(i), the portion of the death benefit payable to a Participant's surviving Spouse will be equal to:

- r. ☒ "minimum spouse's death benefit" as defined in Plan Section 5.9(r) (must select if 33.a. above is selected)  
 s. ☐ the entire death benefit  
 t. ☐ other: \_\_\_\_\_ (may not be less than the "minimum spouse's death benefit" as defined in Plan Section 5.9(r))

#### 34. LIFE INSURANCE

Complete the following if life insurance Policies are being used to fund a death benefit (leave blank if not applicable):

- a. ☐ The face amount of the Policies will be:  
 1. ☐ equal to \_\_\_\_\_ (maximum 100) times the anticipated monthly benefit.  
 2. ☐ an amount to be determined by the Administrator and applied in a uniform and nondiscriminatory manner, but not to exceed \_\_\_\_\_ (may not exceed 100) times the anticipated monthly benefit.  
 3. ☐ in that amount which can be purchased by a premium equal to \_\_\_\_\_% of the Theoretical Contribution (select if applicable)  
     a. ☐ or, if greater, \_\_\_\_\_ (maximum 100) times the anticipated monthly benefit.  
     b. ☐ but not in excess of \_\_\_\_\_ times the anticipated monthly benefit.

**NOTE:** If more than 66 2/3% (if whole life) or 33 1/3% (if term or universal life) of the Theoretical Contribution is used to purchase insurance, then 33.m., n., o., p. or q. must be selected.

**Limitations** (select all that apply or leave blank if not applicable)

4. ☐ Each initial Policy will have a minimum face amount of \$\_\_\_\_\_.  
 5. ☐ Additional Policies will have a minimum face amount of \$\_\_\_\_\_.  
 6. ☐ The maximum face amount of Policies purchased on behalf of a Participant will be \$\_\_\_\_\_.

#### VESTING

##### 35. VESTING OF PARTICIPANT'S INTEREST (Plan Section 5.10(c))

- a. ☐ Vesting waiver. 100% for those Participants employed on \_\_\_\_\_ (enter date). For those Participants hired after such date, the vesting provisions selected below apply.  
 b. ☒ The vesting provisions selected below apply.

**NOTE:** Option h. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) can be used to specify any exceptions to the provisions below.

##### **Vesting for Accrued Benefit**

- c. ☐ 100% vesting. Participants are 100% Vested upon entering Plan. (required if eligibility requirement is greater than one (1) Year (or Period) of Service)  
 d. ☒ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the Elapsed Time method is selected), applies to Employer contributions:

**NOTE:** The Plan must use a vesting at least as liberal as d.1 below with respect to accruals that are based on a Cash Balance Formula.

1. ☐ 3 Year Cliff: 0-2 years-0%; 3 years-100%  
 2. ☐ 5 Year Cliff: 0-4 years-0%; 5 years-100%  
 3. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%  
 4. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%  
 5. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%  
 6. ☐ 7 Year Graded: 0-2 years-0%; 3 years-20%; 4 years-40%; 5 years-60%; 6 years-80%; 7 years-100%  
 7. ☒ Other - modified graded vesting schedule. Must be at least as liberal as either 2. or 6. above in each year without switching between the two schedules:

Years (or Periods) of Service	Percentage
0-6	0%
7	100%

8. ☐ Other - modified 3 year-cliff vesting schedule. Must be at least as liberal as d.1. (use d.1. above for 3-year cliff schedule)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
3 or more	100%

36. TOP-HEAVY VESTING (Plan Section 5.10(d))

Instead of vesting schedule above, if this Plan becomes a Top-Heavy Plan, the following vesting schedule, based on number of Years of Service (or Periods of Service if the elapsed time method is selected), will apply:

- a. ☐ N/A (the regular vesting schedule already satisfies one of the minimum top-heavy schedules).  
b. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%  
c. ☒ 3 Year Cliff: 0-2 years-0%; 3 years-100%  
d. ☐ Other - Must be at least as liberal as either b. or c. above in each year without switching between the two schedules:

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**NOTE:** This Section does not apply to the Accrued Benefit of any Participant who does not have an Hour of Service after the Plan has initially become top-heavy. Such Participant's Vested Accrued Benefit will be determined without regard to this Section.

**Continue to apply.** Unless selected below, once effective the Top-Heavy schedule will continue to apply if the Plan ceases to be a Top-Heavy Plan.

- e. ☒ The Plan will switch back to the normal vesting schedule, except as noted in Plan Sections 5.10(f) and 5.10(g), when the Plan ceases to be a Top-Heavy Plan.

37. VESTING OPTIONS

**Vesting For Death, Total And Permanent Disability and Early Retirement.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- a. ☐ Death  
b. ☒ Total and Permanent Disability  
c. ☒ Early Retirement Date

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- d. ☐ Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.401(a)-5(b)(3))  
e. ☐ Service prior to the computation period in which an Employee has attained age 18.  
f. ☐ Service during a period for which an Employee made no mandatory Employee Contributions

38. DEEMED CASH-OUT RULE (Plan Section 5.10(b))

Unless otherwise selected below (or unless a plan provides for 100% vesting), the deemed cash-out rule for a 0% Vested Participant applies (leave blank if not applicable).

- a. ☐ The deemed cash-out rule does not apply.

**CODE §415 LIMITS**

39. LIMITATION ON BENEFITS (Plan Section 6.1)

**Adjustment to compensation limit.** In the case of a Participant who has had a "Severance from Employment" with the Employer, the "Defined Benefit Compensation Limitation" applicable to the Participant in any Limitation Year beginning after the date of severance **will be** automatically adjusted under Code §415(d) unless otherwise selected below.

- a. ☐ The "Defined Benefit Compensation Limitation" **will not be** automatically adjusted under Code §415(d) effective for Limitation Years beginning on or after July 1, 2007.  
b. ☐ The "Defined Benefit Compensation Limitation" **will not be** automatically adjusted under Code §415(d) effective for Limitation Years beginning on or after \_\_\_\_\_ (not earlier than July 1, 2007).



**Adjustment to dollar limit.** The "Defined Benefit Dollar Limitation" applicable to a Participant who has had a "Severance from Employment" with the Employer **will not** be automatically adjusted under Code §415(d) unless selected below.

- c. ☐ The "Defined Benefit Dollar Limitation" **will be** automatically adjusted under Code §415(d) effective for Limitation Years beginning on or after July 1, 2007.
- d. ☐ The "Defined Benefit Dollar Limitation" **will be** automatically adjusted under Code §415(d) effective for Limitation Years beginning on or after \_\_\_\_\_ (not earlier than July 1, 2007).

**More than one plan.** If a Participant is, or has ever been, a Participant in more than one defined benefit plan maintained by the Employer, the Participant may not accrue a benefit in the Plan that would cause the sum of the Annual Benefits under this Plan and all other such defined benefit plans to exceed the Maximum Permissible Amount.

- e. ☒ N/A.
- f. ☐ The rate of accrual in this Defined Benefit Plan will be reduced to the extent necessary so that the total Annual Benefits payable at any time under such plans will not exceed the Maximum Permissible Amount, as specified in Plan Section 6.1.
- g. ☐ Specify the method under which the Plans will meet the limitation of Code §415(b) in a manner that precludes Employer discretion \_\_\_\_\_.

**NOTE:** If f. or g. is selected, an Employer may not rely on the advisory letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

#### Transition rules

**PFEA.** The PFEA (Pension Funding Equity Act of 2004) transition rule set forth in Plan Section 6.2(a)(2) will not apply unless selected below.

- h. ☐ The PFEA transition rule applies (this rule sets the 2003 Code §415 limit calculation as a minimum Code §415 limit applicable to the 2004 Plan Year).

**Applicable mortality table.** The applicable mortality table for computing 415 limits is effective for years beginning after December 31, 2008, unless an earlier date is specified below.

- i. ☐ \_\_\_\_\_ (may be a year beginning after December 31, 2007 and before January 1, 2009, or to any portion of such year) (leave blank if no special date)

**Limitation Year.** The Limitation Year is the Plan Year unless an alternative is specified below:

- j. ☒ The Limitation Year is January 1st through December 31st (enter beginning and ending dates; must generally be a 12 month period unless there is an amendment changing the Limitation Year).

## DISTRIBUTIONS

### 40. FORM OF DISTRIBUTIONS (Plan Sections 5.11 and 5.12)

Distributions under the Plan may be made in one of the following optional forms of distributions in addition to the Normal Form of Benefit and the optional forms set forth in Plan Sections 5.11 and 5.12 (select all that apply or leave blank if not applicable):

- a. ☒ lump-sums
- b. ☐ substantially equal installments
1. ☐ Once installments have begun a Participant may elect to accelerate payments (including electing a lump-sum if lump-sums are otherwise permitted, provided, however, that once payments have begun over a period certain or as an annuity, the amount of the payments under the period certain or annuity cannot be increased except in limited circumstances in accordance with Regulations §1.401(a)(9)-6, Q&A-13 & Q&A 14)
- c. ☐ partial withdrawals provided the minimum withdrawal is \$\_\_\_\_\_ (leave blank if no minimum)
- d. ☒ other annuities:
1. ☐ Any form of annuity
2. ☒ Only the following forms of annuity (select one or more):
- a. ☒ Straight life annuity
- b. ☐ Life and 5 years certain
- c. ☒ Life and 10 years certain
- d. ☐ Life and 15 years certain
- e. ☐ Life and 20 years certain
- f. ☐ Straight life with reduction upon receipt of Social Security benefits

**NOTE:** The basic plan document generally allows a Participant to elect a joint and 50%, 66 2/3%, 75%, or 100% survivor annuity and therefore satisfies the qualified optional survival annuity requirements of the Code.

- e. ☒ Other: no lump sum shall be payable, except for lump sums with a lump sum value of less than or equal to \$5,000. (e.g., early retirement benefits may only be paid as an annuity) (must be nondiscriminatory and may not be subject to Employer discretion).

**Normal form of annuity.** The normal form of the qualified Joint and Survivor Annuity will be a joint and 50% survivor annuity unless otherwise selected below (leave blank if default applies):

- f. ☒ joint and 100% survivor annuity.
- g. ☐ joint and 75% survivor annuity.
- h. ☐ joint and 66 2/3% survivor annuity.

**Cash or property.** Distributions may be made in:

- i. ☒ cash only (except for insurance or annuity contracts).
- j. ☐ cash or property.

**Subsidized benefit.** The Plan provides the following subsidized benefit:

- k. ☒ N/A. (no subsidized benefits)
- l. ☐ a subsidized joint and \_\_\_\_% (not less than 50% and not more than 100%) survivor annuity payment option for Participants who have (select one or both):
  - 1. ☐ attained age \_\_\_\_.
  - 2. ☐ completed \_\_\_\_ Years of Service (or Periods of Service if the Elapsed Time Method has been selected) for benefit accrual purposes.

**Alternative forms of distribution on death.** Death benefits under the Plan may be paid in one of the following optional forms of payment (subject to the provisions of Plan Section 5.12):

- m. ☒ No form of payment other than Qualified Pre-Retirement Survivor Annuity is permitted (may only be selected if 33.a is selected (i.e., the Plan only provides a death benefit equal to the "minimum spouse's death benefit")).
- n. ☐ the following form of payment (select one or more)
  - 1. ☐ lump-sums
  - 2. ☐ substantially equal installments
    - a. ☐ Once installments have begun a Participant may elect to accelerate payments (including electing a lump-sum if lump-sums are otherwise permitted, provided, however, that once payments have begun over a period certain or as an annuity, the amount of payments under the period certain or annuity cannot be increased except in limited circumstances in accordance with Regulations §1.401(a)(9)-6, Q&A-13 & Q&A 14)
  - 3. ☐ partial withdrawals provided the minimum withdrawal is \$\_\_\_\_\_.
  - 4. ☐ other annuities:
    - a. ☐ Any form of annuity
    - b. ☐ Only the following forms of annuity (select one or more):
      - 1. ☐ Straight life annuity
      - 2. ☐ Life and 5 years certain
      - 3. ☐ Life and 10 years certain
      - 4. ☐ Life and 15 years certain
      - 5. ☐ Life and 20 years certain
- o. ☐ Other: \_\_\_\_\_ (must be nondiscriminatory and may not be subject to Employer discretion).

41. **CONDITIONS FOR DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.** Distributions upon termination of employment pursuant to Plan Section 5.10 will not be made unless the following conditions have been satisfied:

**A. Vested benefit in excess of \$5,000.**

- a. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
- b. ☐ Distributions may be made as soon as administratively feasible after the Participant has incurred \_\_\_\_ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- c. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- d. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- e. ☐ Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- f. ☐ Distributions may be made as soon as administratively feasible after \_\_\_\_ months have elapsed following severance of employment.
- g. ☒ No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- h. ☐ Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulations §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 5.15.)

**B. Vested benefit of \$5,000 or less.**

- i. ☐ Same as above.
- j. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
- k. ☐ Distributions may be made as soon as administratively feasible after the Participant has incurred \_\_\_\_ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- l. ☒ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- m. ☐ Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulations §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 5.15.)

- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected if 41.g. and 41.i. selected):

n. ☐ Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with 1. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulations §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 5.15)

- D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Accrued Benefits less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less do not require spousal consent and are only paid as lump-sums.

- o. ☒ No, Participant consent is required for all distributions.  
p. ☐ Yes, Participant consent is required only if the distribution is over:

1. ☐ \$5,000  
2. ☐ \$1,000  
3. ☐ \$\_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- q. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

- F. **Mandatory distribution at Normal Retirement Age.** Regardless of the above elections other than any mandatory distributions provided for in p. above, unless otherwise selected below, a Participant who has severed employment may elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age (subject to Plan Section 5.13).

- r. ☐ A Participant who has severed employment may not elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age.

42. **DISTRIBUTIONS UPON DEATH (Plan Section 5.13(e))**

Distributions upon the death of a Participant prior to the "Required Beginning Date" will:

- a. ☒ be made pursuant to the election of the Participant or "Designated Beneficiary."  
b. ☐ begin within 1 year of death for a "Designated Beneficiary" and be payable over the life (or over a period not exceeding the life expectancy) of such Beneficiary, except that if the "Designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2.  
c. ☐ be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries.  
d. ☐ be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "Designated Beneficiary" is the Participant's spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the life expectancy) of such "surviving spouse."

43. **DISTRIBUTION OF THE PRE-RETIREMENT SURVIVOR ANNUITY (Plan Section 5.12(a)) may be made:**

- a. ☒ as of the first day of any month following the Participant's death.  
b. ☐ as of the first day of any month following the Participant's Earliest Retirement Age.  
c. ☐ Other \_\_\_\_\_ (no later than the first day of the month in which the Participant's Earliest Retirement Age occurs).

44. **IN-SERVICE DISTRIBUTIONS**

- a. ☒ In-service distributions are NOT permitted (except as otherwise elected for Late Retirement Benefits).  
b. ☐ In-service distributions may be made to a Participant who has reached (select one):

1. ☐ Normal Retirement Age.  
2. ☐ age 62.  
3. ☐ other \_\_\_\_\_ (may not be earlier than age 62)

**AND,** is there a special effective date for in-service distributions? (do not select if not applicable)

4. ☐ Special effective date. Effective as of \_\_\_\_\_

**Account restrictions.** In-service distributions are permitted from the following:

- c. ☐ Participant's entire interest in the Plan (except as otherwise provided in f. below).
- d. ☐ Only from the following accounts (select one or more):
  - 1. ☐ Participant's grandfathered Section 414(k) Account (see Plan Section 1.79 which prohibits the establishment of new 414(k) accounts and limits the addition of any new additions to existing accounts)
  - 2. ☐ Participant's Rollover Account.
  - 3. ☐ Participant's Transfer Account

**Minimum distribution.** The minimum distribution will be:

- e. ☐ N/A. (no minimum)
- f. ☐ \$\_\_\_\_\_ (may not exceed \$1,000).

45. **RETROACTIVE ANNUITY STARTING DATE (RASD) (Plan Section 5.14)**

- a. ☐ Not permitted.
- b. ☒ The Plan permits a retroactive Annuity Starting Date.

**TOP-HEAVY REQUIREMENTS**

46. **TOP-HEAVY DUPLICATIONS (Plan Section 5.6(j)):** When a Non-Key Employee is a Participant in this Plan (if it is not a frozen Plan) and a defined contribution plan maintained by the Employer, that is subject to the top-heavy rules, indicate which method will be utilized to avoid duplication of top-heavy minimum benefits (leave blank if not applicable).
- a. ☐ The full top-heavy minimum will be provided in each plan (if selected, Plan Section 5.6(j) will not apply).
  - b. ☐ 5% defined contribution minimum will be made in \_\_\_\_\_ (enter the name of the other plan)
  - c. ☐ 2% defined benefit minimum.
  - d. ☐ Specify the method under which the Plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions:

---

**NOTE:** If b. - d. is selected, an Employer may not rely on the advisory letter issued by the Internal Revenue Service with respect to the requirements of Code §416.

47. **PRESENT VALUE (Plan Section 9.2)** For purposes of establishing the Present Value of Accrued Benefits to compute the top-heavy ratio, any benefit will be discounted only for mortality and interest based on the following:
- a. ☒ same interest and mortality used to determine Actuarial Equivalence.
  - b. ☐ the following interest and mortality: (complete 1. and 2.)
    - 1. ☐ Interest rate: \_\_\_\_\_
    - 2. ☐ Mortality table: \_\_\_\_\_

48. **VALUATION DATE (Plan Section 9.2)** For purposes of computing the top-heavy ratio, the valuation date will be January 1st of each year.

**MISCELLANEOUS**

49. **LOANS TO PARTICIPANTS (Plan Section 7.5)**

- a. ☒ New loans are not permitted.
- b. ☐ New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform and nondiscriminatory manner, accept rollovers of loans into this Plan.

50. **ROLLOVERS (Plan Section 4.3)**

- a. ☒ Rollovers will not be accepted by this Plan.
- b. ☐ Rollovers will be accepted by this Plan.

**Eligibility.** Rollovers may only be accepted from Participants who are Employees unless otherwise selected below (leave blank if not applicable):

- 1. ☐ any Eligible Employee, even prior to meeting eligibility conditions to be a Participant.

**Distributions.** When may distributions be made from a Participant's Rollover Account?

- 2. ☐ at any time.
- 3. ☐ only when the Participant is otherwise entitled to a distribution under the Plan.

51. **AGE (Plan Section 1.8)** means the age of a Participant at the:

- a. ☒ nearest birthday
- b. ☐ last birthday

52. EXCESS ASSETS (Plan Section 8.2) upon Plan termination will be:
- ☒ reallocated to Participants.
  - ☐ returned to the Employer.
53. HIGHLY COMPENSATED EMPLOYEE (Plan Section 1.42)  
Top-Paid Group election and calendar year data election are not used unless selected below (the selections made for the latest year will continue to apply to subsequent Plan Years unless the Plan is amended) (select all that apply, leave blank if none apply):
- ☐ Top-Paid Group Election will be used.
  - ☐ Calendar year data election will be used (only applicable to non-calendar year Plan Year).
54. HEART ACT PROVISIONS (Plan Section 5.26)  
**Continued benefit accruals.**
- ☒ Continued benefit accruals will NOT apply
  - ☐ Continued benefit accruals will apply
- Special effective date.** If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)  
c. ☐ \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year)
55. CODE §436 BENEFIT RESTRICTIONS (Plan Section 5.3)  
**Treatment of Plan as of Close of Prohibited or Cessation Period.** Unless otherwise elected below, accruals that had been limited under Plan Section 5.3 will be automatically restored in accordance with Plan Section 5.3 as of the "Section 436 measurement date" that the limitation ceases to apply (leave blank if default applies).
- ☐ Accruals will only continue prospectively as of the "Section 436 measurement date" that the limitation ceases to apply.
  - ☐ All accruals under the Plan will cease (even after the "Section 436 measurement date" that the limitation ceases to apply).
- Accelerated Benefit Distributions.** Unless otherwise elected below, (1) there is no new "annuity starting date" with respect to payments made as a result of the benefit limitations no longer being applicable, and (2) there are no optional forms of benefit that are only available for the period of the benefit restrictions (leave blank if default applies).
- ☐ Participants who had an "annuity starting date" within a period during which a limitation under Plan Section 5.3 applied to the Plan will be provided with the opportunity to make a new election with a new "annuity starting date" in accordance with Plan Section 5.3.
  - ☐ The following optional forms of benefit are only available during the period in which Regulations §1.436-1(d)(1), (d)(2), or (d)(3) applies to limit prohibited payments under the Plan (specify): \_\_\_\_\_
56. EMPLOYEE MANDATORY CONTRIBUTIONS (Plan Section 4.8)(skip if Employee mandatory contributions NOT selected at Question 12.e)
- ☐ In order to accrue benefits under the Plan, a Participant must make a Mandatory contribution equal to \_\_\_\_% of Compensation.
- NOTE:** May not elect if this is a floor-offset plan. Making this election will result in the Plan no longer being a design-based safe harbor plan.
57. EMPLOYEE VOLUNTARY CONTRIBUTIONS (Plan Sections 4.4 and 4.7) (skip if voluntary Employee contributions NOT selected at Question 12.f.)
- The ACP ratio for "NHCEs" will be based on the current year ratio unless prior year testing method is selected below (leave blank if current year testing method is being used):
- ☐ **Prior year testing method.** The prior year ratio will be used. If this selection is made for the first year the Code §401(m) feature is added to this Plan (unless this Plan is a successor plan), then for the first Plan Year only, the amount taken into account as the ACP of "NHCEs" for the preceding Plan Year will be the greater of 3% or the actual percentage for the initial Plan Year.

The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2015-36 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2015-36 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with basic Plan document #. This Adoption Agreement and the basic Plan document will together be known as Burleigh Consulting Group, Inc. Volume Submitter Defined Benefit Plan #.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Burleigh Consulting Group, Inc. will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify Burleigh Consulting Group, Inc. of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Burleigh Consulting Group, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: Jeffrey Wallace

Address: 465 Jack Kramer Drive, Suite 2

Memphis Tennessee 38117

Telephone: 901 767-2774

The Employer and Trustee (or Insurer) by executing below, hereby adopt this Plan:

EMPLOYER: City of Covington

By: \_\_\_\_\_

DATE SIGNED

TRUSTEE (OR INSURER):

[ ] The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

Regions Bank

\_\_\_\_\_

DATE SIGNED



**APPENDIX A**  
**SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

**A. Special effective dates /spin-offs/mergers** (the following elections are optional; select any that apply):

- a. ☐ **Special effective date(s):** \_\_\_\_\_  
 For periods prior to the above specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.
- b. ☐ **Spin-off.** The Plan was a spin-off from the \_\_\_\_\_ (enter name of plan), which was originally effective \_\_\_\_\_ (enter effective date of original plan).
- c. ☐ **Merged plans.** The following plan(s) are merged into this Plan (optional to enter applicable information; attach an addendum if more than 4 merged plans):

	Name of merged plan	Merger date	Original effective date of merged plan
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

**B. Other Permitted Elections.** (the following elections are optional):

- a. ☐ **No other permitted elections**

The following elections apply (select one or more):

- b. ☐ **Deemed 125 compensation** (Plan Sections 1.16 and 1.38). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will not apply for (select all that apply):
1. ☐ eligibility purposes.
  2. ☐ vesting purposes.
  3. ☐ accrual purposes.
- d. ☐ **Beneficiary if no beneficiary elected by Participant** (Plan Section 5.9(i)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 5.9(i), the following order of priority will be used:
- \_\_\_\_\_
- (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Common, collective or pooled trust funds** (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): \_\_\_\_\_
- f. ☐ **"Section 411(d)(6) protected benefits"** (Plan Section 8.1(b)). The following are Code §411(d)(6) protected benefits that are preserved under this Plan: \_\_\_\_\_ (specify the protected benefits and the accrued benefits that are subject to the protected benefits; there is no reliance on the IRS advisory letter unless the provisions inserted are those which have been the subject of a prior determination letter, opinion letter or advisory letter).
- g. ☐ **Recognition of Service with other employers** (Plan Sections 1.64 and 1.98). Service with the following employers (in addition to those specified at Question 16) will be recognized as follows (select one or more); if more than 6 employers, attach an addendum to the Adoption Agreement):

		Eligibility	Vesting	Accruals
1.	<input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2.	<input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3.	<input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4.	<input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5.	<input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

6. ☐ Employer name: \_\_\_\_\_a. ☐ b. ☐ c. ☐**Limitations**

7. ☐ The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_  
 (e.g., credit service with X only on/following 1/1/15 or credit all service with entities the Employer acquires after 12/31/14).

a. ☐ b. ☐ c. ☐h. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan:

\_\_\_\_\_ (must be definitely determinable, non-discriminatory under Code §401(a)(4) and otherwise satisfy the parameters set forth in Questions 35 and 36 and Plan Section 5.10; e.g., rather than the schedule specified at Question 35, the 5-year graded schedule applies to amounts merged into the Plan from the XYZ Plan.)

2. ☐ **Pre-amendment vesting schedule** (Plan Section 5.10(g)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 35 applies to any Participants, then the following provisions apply (must complete a. AND select one of b. - f.):

**Vesting schedule**

a. The schedule that applies to Participants not subject to the vesting schedule in Question 35 is:

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**Applicable Participants.** The vesting schedule in Question 35 only applies to:

- b. ☐ Participants who are Employees as of \_\_\_\_\_ (enter date).  
 c. ☐ Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).  
 d. ☐ Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).  
 e. ☐ All Participants as of the date of change in vesting schedule to that shown at Question 35 \_\_\_\_\_ (enter date).  
 f. ☐ Other: \_\_\_\_\_ (must be definitely determinable, e.g., Participants in division A, or some combination of the above).

i. ☒ **Minimum Distribution Transitional Rules** (Plan Section 5.13(f)(7))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "Required Beginning Date" for a Participant who is not a "Five (5) Percent Owner" is (leave blank if not applicable):

1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules will continue to apply)2. ☒ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):

a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the commencement of distributions, the following will apply:

1. ☐ upon the commencement of distributions, the original Annuity Starting Date will be retained.  
 2. ☐ upon the commencement of distributions, a new Annuity Starting Date is created.

- b. ☐ A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
1. ☐ the in-service distribution option is eliminated with respect to participants who attain age 70 1/2 in or after the calendar year that begins after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the plan into compliance with the SBJPA.
- j. ☐ **Other spousal provisions** (select one or more)
1. ☐ **One-year marriage rule.** For purposes of the Plan, an individual is treated as Spouse only if such individual was married to the Participant throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.
2. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following:
- \_\_\_\_\_
- This definition shall apply for all Plan purposes OTHER than those mandated by Code §401(a) such as the required minimum distribution provisions and qualified joint and survivor annuity provisions.
3. ☐ **Automatic revocation of spousal designation** (Plan Section 5.9(j)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
4. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee will not be permitted prior to the time a Participant would be entitled to a distribution.
- k. ☒ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 10.5(a), the Plan will be governed by the laws of: Tennessee
- l. ☐ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.93, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).
- m. ☐ **Other Trust provisions** (select one or more)
1. ☐ **Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions pursuant to Plan Section 7.1(b):
- Name: \_\_\_\_\_
- Title \_\_\_\_\_
- a. ☐ \_\_\_\_\_
- Address and telephone number**
- b. ☐ Use Employer address and telephone number
- c. ☐ Use address and telephone number below:
- Address: \_\_\_\_\_
- \_\_\_\_\_ Street
- \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip
- Telephone: \_\_\_\_\_
- NOTE:** The Trustee named above is hereby appointed as a Trustee for the Plan, and is referred to as the Special Trustee. The sole responsibility of the Special Trustee is to collect contributions the Employer owes to the Plan. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee must accept its position and agree to its obligations hereunder.
2. ☐ **Permissible Trust (or Custodian) Modifications.** The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2015-36, Sections 5.09 and 14.04 (or subsequent IRS guidance) (select one or more of a. - c. below):
- NOTE:** Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.
- a. ☐ **Investments.** The Employer amends the Trust provisions relating to Trust investments as follows: \_\_\_\_\_
- b. ☐ **Duties.** The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows: \_\_\_\_\_
- c. ☐ **Other administrative provisions.** The Employer amends the other administrative provisions of the Trust as follows: \_\_\_\_\_
- n. ☐ **Inclusion of Reclassified Employees (1.26).** The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_

- o. ☒ **No retroactive application of pre-SBJPA family aggregation rules.** If this option is elected and the Plan was subject to the family aggregation rules of Code §401(a)(17) as in effect under Code §414(q)(6) prior to the enactment of the Small Business Job Protection Act of 1996 (SBJPA), the rules were not be deemed to have been repealed on a retroactive basis (if this option is not selected then the rules were deemed to have been repealed on a retroactive basis).
- p. ☐ **Participating Employer modifications.** A Participating Employer in the participation agreement may modify specified Adoption Agreement elections applicable to the Participating Employer (including electing to not apply Adoption Agreement elections) as follows:

**Specified elections**

1. ☐ \_\_\_\_\_ (specify by Adoption Agreement question number and indicate any restrictions that apply)

**NOTE:** The participation agreement must be consistent with this election. Any Participating Employer election in the participation agreement which is not permitted under this election is of no force or effect and the applicable election in the Adoption Agreement applies.

**DEFINED BENEFIT  
ADOPTION AGREEMENT ADDENDUM  
ADMINISTRATIVE PROCEDURES**

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

**A. Loan Limitations.** Note: the separate loan program required by the DOL will override any inconsistent selections made below. (complete only if loans to Participants are permitted)

- a. ☐ Limitations (select one or more; leave blank if none apply):
1. ☐ Loans will only be made for hardship or financial necessity (as defined in the loan program).
  2. ☐ The minimum loan will be \$\_\_\_\_\_ (may not exceed \$1,000).
  3. ☐ A Participant may only have \_\_\_\_\_ (e.g., one (1)) loan(s) outstanding at any time.
  4. ☐ All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution, if applicable).
  5. ☐ Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll; e.g., partner who only has a draw):
    - a. ☐ payroll deduction
    - b. ☐ ACH (Automated Clearing House)
    - c. ☐ check
      1. ☐ Only for prepayment
  6. ☐ Loans will be granted at the following interest rate (if left blank, then c. below applies):
    - a. ☐ \_\_\_\_\_% over the prime interest rate
    - b. ☐ \_\_\_\_\_%
    - c. ☐ the Administrator establishes the rate in a nondiscriminatory manner

**B. Directed Investments** (Plan Section 4.5)

- a. ☒ Participant directed investments are NOT permitted.
- b. ☐ Participant directed investments are permitted from the following Participant Accounts:
1. ☐ all Accounts
  2. ☐ only from the following Accounts (select one or more):
    - a. ☐ Participant's Rollover Account.
    - b. ☐ Participant's Section 414(k) Account.
    - c. ☐ Participant's Transfer Account.
    - d. ☐ Participant's Voluntary Contribution Account.
    - e. ☐ Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion).

**Directed investment options** (If directed investments are permitted, select all that apply; leave blank if none apply)

- c. ☐ **ERISA Section 404(c).** It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
- d. ☐ **QDIA.** Plan will include a qualified default investment alternative.

**C. Rollover limitations.** Will the Plan specify which sources of rollovers will be accepted? (skip if rollover contributions are NOT selected at Question 12)

- a. ☐ No, Administrator determines in operation which sources will be accepted.
- b. ☐ Yes

**Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)

1. ☐ **Direct rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from: (select one or more)
- a. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions.
  - b. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions.
  - c. ☐ a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions.
  - d. ☐ a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions.
  - e. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions.
  - f. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions.

- g. ☐ a governmental plan described in Code §457(b) (eligible deferred compensation plan). **Direct rollovers of Participant loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)
- h. ☐ The Plan will accept a direct rollover of a Participant loan
  - 1. ☐ only in the following situation(s): \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization; leave blank if not applicable).
- 2. ☐ **Participant rollover contributions from other plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution: (select one or more.)
  - a. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan).
  - b. ☐ a plan described in Code §403(a) (an annuity plan).
  - c. ☐ a plan described in Code §403(b) (a tax-sheltered annuity).
  - d. ☐ a plan described in Code §457(b) (eligible deferred compensation plan).
- 3. ☐ **Participant rollover contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.





TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

Plan Description: Volume Submitter Defined Benefit Plan  
FFN: 315A6360718-001 Case: 201600459 EIN: 62-0842964  
Letter Serial No: J501338a  
Date of Submission: 11/03/2015

BURLEIGH CONSULTING GROUP  
465 JACK KRAMER DR., SUITE 2  
MEMPHIS, TN 38117

Contact Person:  
Janell Hayes  
Telephone Number:  
513-975-6319  
In Reference To: TEGE:EP:7521  
Date: 03/30/2018

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of the adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2012 Cumulative List of Notice 2012-76, 2012-52 I.R.B. 775.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2015-36, 2015-27 I.R.B. 20, and outlined below. Rev. Proc. 2018-4, 2018-1 I.R.B. 146, should be reviewed to determine the eligibility of an adopting employer to submit a determination letter application and the items necessary for filing an application for a determination letter. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(a)(26), 401(l), 410(b) and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan as described in section 19.02(1) of Rev. Proc. 2015-36.

Our opinion applies with respect to the requirement of Code section 410(b) and 401(a)(26) (other than the Code section 401(a)(26) requirements that apply to a prior benefit structure) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor benefit formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under Code section 401(a)(4).

Our opinion does not constitute a determination that the plan is a Code section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment for contributions which are picked up by a governmental employing unit within the meaning of Code section 414(h)(2).

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section.

Except as provided in section 14.08(2) of Rev. Proc. 2015-36, 2015-27 I.R.B. 20, an adopting employer of a cash balance plan cannot rely on an advisory letter with respect to the requirements of Code section 411(b)(1) where the cash balance formula uses a structure of principal credits that increases with age, service, or other measure during a participant's employment.

A plan which contains a cash balance formula will only be capable of using an actual rate of return interest crediting rate if it utilized the identical language provided by the IRS.

An employer who adopts this plan may not rely on this letter where (1) the plan is being used to amend or restate a plan of the employer which was not previously qualified; (2) the employer's adoption of the plan precedes the issuance of the letter; or (3) the adoption agreement or other elective provisions in the plan are not completed correctly by the employer.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

*Khin M. Chow*

Khin M. Chow  
Director, EP Rulings & Agreements

Letter 4335

## CITY OF COVINGTON

### Application for Naming of Parks, Streets, City Owned Buildings and Recreational Facilities

Applicant's Name:

John Edwards

Mailing Address:

P.O. Box 117

Covington, TN 38019

E-mail: Alden.edwards@gmail.com Phone: 901-605-4205

☐ Park

Location \_\_\_\_\_

☐

☐ Recreational  
Facility

Location  
\_\_\_\_\_  
\_\_\_\_\_

☒ Commemorative  
☒ Street Name

Location

North main from West Liberty  
to Highway 51

☐ City-owned  
☐ Building

Location  
\_\_\_\_\_  
\_\_\_\_\_

Quincy Barlow way Honoree Name

Does this pertain to only a portion of a site or facility?

NO

If yes, portion suggested for naming:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

John Edwards  
Signature

1/22/19  
Date

John Edwards  
Print Name

City of Covington  
Application for Naming of Parks, Streets, City Owned Buildings and  
Recreational Facilities

Please indicate which criteria below pertains to the application and provide a brief description of how the application meets these criteria (attach additional sheets if necessary):

- ☒ Yes ☐ No Has made lasting and significant contributions to the protection of natural or cultural resources of the City of Covington.

If yes please

Explain:

In his tenure as the Tipton County  
Finance Chairman, he appropriated money  
that has made a lasting impact on our cultural  
resources.

- ☒ Yes ☐ No Has made substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility, or to the City of Covington which has positively impacted the lives of citizens.

If yes please

Explain:

Commissioner Barlow has positively affected  
the lives of thousands of citizens in our  
community and will serve as a role model for  
Future citizens.

☒ Yes No Has made substantial contributions to the advancement of commensurate types recreational opportunities with the City of Covington.

If yes please

Explain:

Through his work with the county  
he has helped to funnel money to  
assist Covington's recreational facilities

☒ Yes No Is associated with an economic development or redevelopment activity that meets the Mission of the City of Covington and improves the quality of life for its residents.

If yes please

Explain:

He has participated in many projects  
that improved the quality of life  
for the citizens of Covington.

Yes ☒ No Commemorates a significant historical event.

If yes please

Explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## JUSTIFICATION

Please provide written justification supporting your proposed naming of a city owned facility or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Mr. Barlow served as finance chairman longer than any other African American in the state of Tennessee during his tenure, he made significant contributions to our city and county. This stretch of main street is significant because he traveled this stretch of the road daily, starting at the home where he was raised and subsequently cared for his mother while maintaining ownership of the oldest family owned African American Funeral Home in the country while maintaining business at the Tipton County Courthouse as Commissioner and Director of Delta Human Resources as well as Pastor of Hickory Grove M.B. Church in Brownsville

Please attach petition and/or letters of support from City community groups and organizations.

If you have any questions, please call the Department of Code Compliance 901-476-7191 ext. 146

Please return completed application to:

City of Covington

Department of Code Compliance

P.O. Box 768/200 W. Washington Ave.

Covington, TN 38019

Fax: 901-476-5056

Email: [planning.building@covingtontn.com](mailto:planning.building@covingtontn.com)

## CITY OF COVINGTON

### Application for Naming of Parks, Streets, City Owned Buildings and Recreational Facilities

Applicant's Name:

John Edwards

Mailing Address:

P.O. Box 117

Covington, TN

E-mail: aldermanedwards@gmail.com Phone: 901-605-4205

☐ Park

Location \_\_\_\_\_

☐

☐ Recreational  
Facility

Location  
\_\_\_\_\_  
\_\_\_\_\_

☒ Commemorative  
Street Name

Location

Rialto road from Highway 51  
to Witherington Drive

☐ City-owned  
Building

Location  
\_\_\_\_\_  
\_\_\_\_\_

Isaac Hayes way Honoree Name

Does this pertain to only a portion of a site or facility?

\_\_\_\_\_  
\_\_\_\_\_

If yes, portion suggested for naming:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

John Edwards  
Signature

1/22/19  
Date

John Edwards  
Print Name

City of Covington  
Application for Naming of Parks, Streets, City Owned Buildings and  
Recreational Facilities

Please indicate which criteria below pertains to the application and provide a brief description of how the application meets these criteria (attach additional sheets if necessary):

Yes ☒ No ☐ Has made lasting and significant contributions to the protection of natural or cultural resources of the City of Covington.

If yes please  
Explain:

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---

☒ Yes ☐ No ☐ Has made substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility, or to the City of Covington which has positively impacted the lives of citizens.

If yes please  
Explain:

Mr Hayes has made music that has  
impacted the history as well as the  
future of Covington.

Yes ☒ No Has made substantial contributions to the advancement of commensurate types recreational opportunities with the City of Covington.

If yes please  
Explain:

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Yes ☒ No Is associated with an economic development or redevelopment activity that meets the Mission of the City of Covington and improves the quality of life for its residents.

If yes please  
Explain:

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Yes ☒ No Commemorates a significant historical event.

If yes please  
Explain:

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City of Covington  
Application for Naming of Parks, Streets, City Owned Buildings and  
Recreational Facilities

Please indicate which criteria below pertains to the application and provide a brief description of how the application meets these criteria (attach additional sheets if necessary):

Yes ☒ No ☐ The name preserves the geographic, environmental (relating to natural or physical features), historic or landmark connotation of particular significance to the area in which the land or facility is located, or for the City as a whole.

If yes please  
Explain:

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Yes ☐ No ☒ The land, facility, or the funds for the purchase, construction, renovation or maintenance was donated by the individual, family or organization.

If yes please  
Explain:

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Yes ☐ No ☒ An in-kind contribution or service of major and lasting significance was made to the acquisition of the land, facility, or the planning, development, construction, renovation, or maintenance of a facility.

If yes please  
Explain:

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Yes ☒ No The name recognizes a benefactor organization, group or business that contributed to the site or facility.

If yes please

Explain:

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☒ Yes ☐ No The name commemorates a significant historical figure.

If yes please

Explain:

The name pays homage to Mr. Isaac Hayes, who was known world-wide for his musical and theatrical performances.

## JUSTIFICATION

Please provide written justification supporting your proposed naming of a city owned facility or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Mr. Hayes has been awarded two Academy awards, two Golden Globe awards, 3 Grammy Awards, a BMI Award, An NAACP Image Award, as well as a screen actors Guild Award. Mr. Hayes co-authored songs such as Hold On, I'm coming, When something is wrong with my baby, Soul man, Wrap it up, De Ja Vu and was the sole author of songs such as Start, Ike's Rap and Chocolate Chip. Mr. Hayes starred in movies such as Watt Stax, The Blues Brothers 2000, Hustle and Flow, Truck Turner, as well as escape from New York and many others. He starred in TV shows such as The Rockford Files, The A Team, Miami Vice, That 70's Show and others.

Please attach petition and/or letters of support from City community groups and organizations.

If you have any questions, please call the Department of Code Compliance  
901-476-7191 ext. 146

Please return completed application to:  
City of Covington  
Department of Code Compliance  
P.O. Box 768/200 W. Washington Ave.  
Covington, TN 38019  
Fax: 901-476-5056  
Email: [planning.building@covingtontn.com](mailto:planning.building@covingtontn.com)

	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
<b>GENERAL FUND</b>				
<b>Revenues:</b>				
	Property Taxes	\$1,239,770.71	\$ 2,485,000.00	49.89%
	In Lieu of Tax Payments	\$381,264.35	\$ 1,663,800.00	22.92%
	Local Sales Taxes	\$1,507,180.36	\$ 3,801,000.00	39.65%
	Wholesale Beer Taxes	\$242,757.34	\$ 504,000.00	48.17%
	Business Taxes	\$37,766.03	\$ 260,000.00	14.53%
	Franchise Fees	\$25,511.23	\$ 75,000.00	34.01%
	Licenses & Permits	\$33,180.15	\$ 34,000.00	97.59%
	Intergovernmental Revenues	\$530,743.22	\$ 1,915,100.00	27.71%
	Services	\$168,349.29	\$ 392,200.00	42.92%
	Court Fines	\$58,867.84	\$ 125,000.00	47.09%
	Other Revenues	\$399,208.32	\$ 383,000.00	104.23%
	Total Revenues	\$4,624,598.84	\$ 11,638,100.00	39.74%
<b>Expenditures</b>				
	Board of Mayor and Aldermen	\$ 2,100,912.55	\$ 3,440,075.00	61.07%
	City Court	\$ 7,000.00	\$ 12,000.00	58.33%
	General Elections	\$ -	\$ 1,500.00	
	Recorder-Treasurer	\$ 206,380.72	\$ 373,150.00	55.31%
	Developmental Services	\$ 75,819.31	\$ 156,300.00	48.51%
	City Attorney	\$ 25,291.70	\$ 66,000.00	38.32%
	Purchasing & Personnel	\$ 97,112.23	\$ 186,360.00	52.11%
	Data Processing	\$ 64,856.37	\$ 81,000.00	80.07%
	Grounds Maintenance	\$ 173,133.95	\$ 347,800.00	49.78%
	City Hall Buildings	\$ 32,100.08	\$ 55,900.00	57.42%
	CMC Building Expenses	\$ 37,261.99	\$ 114,300.00	32.60%
	Police	\$ 1,366,484.63	\$ 2,439,000.00	56.03%
	Fire	\$ 1,055,795.39	\$ 1,813,100.00	58.23%
	Outside Fire	\$ 257,811.83	\$ 303,050.00	85.07%

	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
	Civil Defense	\$ 2,193.08	\$ 30,000.00	7.31%
	Street Dept	\$ 424,838.59	\$ 1,312,300.00	32.37%
	Traffic Light Expense	\$ 2,811.20	\$ 15,000.00	18.74%
	Maintenance Bldg	\$ 102,271.05	\$ 180,850.00	56.55%
	Cemetery Maintenance	\$ -	\$ 2,000.00	0.00%
	GIS	\$ 5,500.00	\$ 9,350.00	58.82%
	Industrial Development	\$ 54,000.00	\$ 54,000.00	100.00%
	Animal Control	\$ 32,114.84	\$ 61,600.00	52.13%
	Recreation Administration	\$ 45,582.74	\$ 80,550.00	56.59%
	Recreation Centers	\$ 868.95	\$ 2,000.00	43.45%
	Playgrounds	\$ 43,457.04	\$ 109,500.00	39.69%
	Pool	\$ 74,644.66	\$ 162,050.00	46.06%
	Sportsplex	\$ 163,571.11	\$ 324,600.00	50.39%
	Education	\$ 8,915.59	\$ 14,000.00	63.68%
	Debt Service	\$ 137,976.10	\$ 211,756.00	65.16%
	Total Expenditures	\$ 6,598,705.70	\$ 11,959,091.00	55.18%
	Expenses over Revenues	\$ (1,974,106.86)		

	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
<b>STATE STREET AID</b>				
Revenues:				
	All Revenues	\$ 190,265.90	\$ 285,400.00	66.67%
Expenditures:				
	All Expenditures	\$ 113,332.07	\$ 285,400.00	39.71%
	Revenues over Expenses	\$ 76,933.83		

	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
<b>MUSEUM</b>				
Revenues				
	Appropriation - General	\$ -	\$ 68,000.00	0.00%
	Appropriation - Tipton County	\$ 71,500.00	\$ 68,000.00	105.15%
	Other Revenues	\$ 11,287.47	\$ 15,300.00	73.77%
	Total Revenues	\$ 82,787.47	\$ 151,300.00	54.72%
Expenditures				
	All Expenditures	\$ 89,023.14	\$ 148,150.00	60.09%
	Expenditures over Revenues	\$ (6,235.67)		



	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
<b>WATER</b>				
Revenues				
	Meter Water Sales	\$ 1,076,443.45	\$ 1,850,000.00	58.19%
	Utility Service Site Rental Fee	\$ -	\$ 60,000.00	0.00%
	Other Revenues	\$ 78,395.81	\$ 43,000.00	182.32%
		\$ 1,154,839.26	\$ 1,953,000.00	59.13%
Expenses				
	Water Purification			
	Salaries	\$ 46,962.40	\$ 77,900.00	60.29%
	Repair/Maint - Treat Plan	\$ 158,050.62	\$ 155,000.00	101.97%
	Other Expenses	\$ 121,675.25	\$ 221,800.00	54.86%
		\$ 326,688.27	\$ 454,700.00	71.85%
	Water Transmission			
	Salaries	\$ 117,171.94	\$ 195,100.00	60.06%
	Repair & Maint - Tanks	\$ 86,572.50	\$ 110,000.00	78.70%
	Repair & Maint - Other	\$ 48,434.80	\$ 80,000.00	60.54%
	Other Expenses	\$ 16,411.07	\$ 48,800.00	33.63%
		\$ 268,590.31	\$ 433,900.00	61.90%
	Water Admin			
	Salaries	\$ 25,036.50	\$ 85,800.00	29.18%
	Depreciation	\$ 145,833.35	\$ 250,000.00	58.33%
	Debt Service	\$ 22,512.87	\$ 38,500.00	58.47%
	Other Expenses	\$ 261,098.01	\$ 432,780.00	60.33%
		\$ 454,480.73	\$ 807,080.00	56.31%
	Total Water Expenses	\$ 1,049,759.31	\$ 1,695,680.00	61.91%
	Revenues over Expenses	\$ 105,079.95		

	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
<b>SEWER</b>				
Revenues				
	Sewer Service Charges	\$ 1,356,851.37	\$ 2,380,000.00	57.01%
	Other Revenues	\$ 73,928.23	\$ 43,250.00	170.93%
		\$ 1,430,779.60	\$ 2,423,250.00	59.04%
Expenses				
	Sewer Collection Lines			
	Salaries	\$ 43,399.90	\$ 112,100.00	38.72%
	Repair & Maint - Sewer Lines	\$ 33,051.37	\$ 50,000.00	66.10%
	Other Expenses	\$ 22,215.03	\$ 49,100.00	45.24%
		\$ 98,666.30	\$ 211,200.00	46.72%
	Sewer Treatment			
	Salaries	\$ 99,556.45	\$ 155,600.00	63.98%
	Repair & Maint - Treat Plant	\$ 78,615.39	\$ 180,000.00	43.68%
	Other Expenses	\$ 142,698.85	\$ 343,600.00	41.53%
		\$ 320,870.69	\$ 679,200.00	47.24%
	Sewer Admin			
	Salaries	\$ 60,492.37	\$ 108,500.00	55.75%
	Depreciation	\$ 350,000.00	\$ 600,000.00	58.33%
	Debt Service	\$ 72,067.92	\$ 135,838.00	53.05%
	Other Expenses	\$ 316,018.57	\$ 530,200.00	59.60%
		\$ 798,578.86	\$ 1,374,538.00	58.10%
	Total Sewer Expenses	\$ 1,218,115.85	\$ 2,264,938.00	53.78%
	Revenues Over Expenses	\$ 212,663.75		

	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
<b>GAS</b>				
Revenues				
	Metered Gas Sales	\$ 1,465,987.54	\$ 2,780,000.00	52.73%
	Capital Outlay Notes Revenue	\$ -	\$ 10,674.00	0.00%
	Other Revenues	\$ 112,949.77	\$ 67,500.00	167.33%
		\$ 1,578,937.31	\$ 2,858,174.00	55.24%
Expenses				
	Purchased Gas			
	Expenses	\$ 1,067,003.87	\$ 1,593,210.00	66.97%
		\$ 1,067,003.87	\$ 1,593,210.00	66.97%
	Transmission & Distribution			
	Salaries	\$ 155,251.13	\$ 249,900.00	62.13%
	Repair & Maint - Dist Center	\$ 36,254.86	\$ 80,000.00	45.32%
	Other Expenses	\$ 29,690.98	\$ 69,700.00	42.60%
		\$ 221,196.97	\$ 399,600.00	55.35%
	Admin			
	Salaries	\$ 111,247.71	\$ 200,700.00	55.43%
	Depreciation	\$ 58,333.35	\$ 100,000.00	58.33%
	Other Expenses	\$ 326,707.57	\$ 557,000.00	58.65%
		\$ 496,288.63	\$ 857,700.00	57.85%
	Total Gas Expenses	\$ 1,784,489.47	\$ 2,850,510.00	62.60%
	Expenses over Revenues	\$ (205,552.16)		

	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
<b>BIOMASS GASIFICATION</b>				
Revenues				
	Transfer - Solid Waste	\$ -	\$ -	
	Transfer - Sewer		\$ -	
	Other Revenues	\$ 15,002.52	\$ 145,000.00	10.35%
	Site Rental	\$ 30,000.00	\$ 30,000.00	100.00%
	Total Revenues	\$ 45,002.52	\$ 175,000.00	25.72%
Expenses				
	Salaries	\$ -	\$ -	
	Debt Service	\$ 29,688.97	\$ 50,000.00	59.38%
	Depreciation	\$ 70,583.31	\$ 100,000.00	
	Other Expenses	\$ 20,941.79	\$ 25,000.00	83.77%
	Total Expenses	\$ 121,214.07	\$ 175,000.00	69.27%
	Total Expenses over Revenues	\$ 76,211.55		

	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
<b>AIRPORT</b>				
Revenues				
	State Grant	\$ 25,453.31	\$ 620,439.00	4.10%
	Gas Sales	\$ 117,878.97	\$ 160,000.00	73.67%
	Farmland Rental	\$ -	\$ 110,000.00	0.00%
	Other Revenues	\$ 106,028.92	\$ 138,600.00	76.50%
	Total Revenues	\$ 249,361.20	\$ 1,029,039.00	24.23%
Expenses				
	Salaries	\$ 63,832.44	\$ 103,600.00	61.61%
	Debt Service	\$ 7,761.96	\$ 8,400.00	92.40%
	Capital Outlay	\$ 12,466.00	\$ 606,439.00	2.05%
	Other Expenses	\$ 191,807.31	\$ 309,200.00	62.03%
	Total Expenses	\$ 275,867.71	\$ 1,027,639.00	26.84%
	Total Expenses over Revenues	\$ (26,506.51)		

	Description	2018-19 Actual Performance January, 2019	2018-19 Budget	Percentage of FY Budget
<b>SOLID WASTE</b>				
Revenue				
	Refuse Collection Charges	\$ 880,460.07	\$ 1,560,000.00	56.44%
	Other Revenue	\$ 44,972.02	\$ 21,000.00	214.15%
	Total Revenues	\$ 925,432.09	\$ 1,581,000.00	58.53%
Expenses				
	Salaries	\$ 106,308.18	\$ 207,150.00	51.32%
	Debt Service	\$ 8,125.85	\$ 8,128.00	99.97%
	Contracted Services	\$ 463,141.42	\$ 1,030,000.00	44.97%
	Other Expenses	\$ 294,104.53	\$ 421,090.00	69.84%
	Total Expenses	\$ 871,679.98	\$ 1,666,368.00	52.31%
	Total Revenue over Expenses	\$ 53,752.11		

The Covington Municipal –Regional Planning Commission met at City Hall on January 8, 2019 at 12:00 p.m. with the following members present: Chairman Joe Swaim, Commissioners: Joe Auger, Alice Fisher, Sammy Beasley, Danny Wallace, and Sue Rose. Also present were Code Enforcement/Building Official Lessie Fisher and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Chairman Joe Swaim.

Motion was made by Alice Fisher and seconded by Joe Auger that the Minutes of the Preceding Meeting be approved as written and distributed to the Board. Motion passed.

Motion was made by Alice Fisher and seconded by Sammy Beasley to re-elect Joe Swaim to serve as Chairman for the 2019 year. Motion passed.

Motion was made by Sammy Beasley and seconded by Alice Fisher to re-elect Joe Auger to serve as Vice - Chairman for the 2019 year. Motion passed.

Motion was made by Sammy Beasley and seconded by Joe Auger to re-elect Alice Fisher to serve as Secretary for the 2019 year. Motion passed.

Building Official Lessie Fisher distributed the Statement of Interest Form and reported these need to be completed by January 31, 2019.

There being no further business, the meeting adjourned at 12:18 p.m.



**PLANNING COMMISSION MEETING  
JANUARY 8, 2019  
12:00 PM NOON  
LOWER LEVEL CONFERENCE ROOM  
AT CITY HALL**



**AGENDA FOR THE MEETING OF THE  
COVINGTON MUNICIPAL-REGIONAL PLANNING COMMISSION  
January 8, 2019  
12:00 PM, City Hall (Lower Chambers)**

- I. CALL TO ORDER – ESTABLISHMENT OF A QUORUM**
- II. APPROVAL OF THE PREVIOUS MINUTES**
- III. NEW BUSINESS**
  - A. Election of Officers**
- IV. OLD BUSINESS**
- V. OTHER BUSINESS**
  - A. Statement of Interest Forms**
- VI. ADJOURNMENT**
- VII. TRAINING**
  - AICP Code of Ethics and Professional Conduct**

**\*Next Meeting: February 5, 2019\***

Covington Municipal –Regional Planning Commission met at City Hall on September 4, 2018 at 12:00 p.m. with the following members present: Chairman Joe Swaim, Commissioners: Alice Fisher, Joe Auger, C H Sullivan, and Johnnie Walker. Also present were Fire Inspector Sammy Beasley, Planner Will Radford, Eric Krull, Terry Sage, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Chairman Joe Swaim.

Motion was made by Alice Fisher and seconded by Joe Auger that the Minutes of the Preceding Meeting be approved as written and distributed to the Board. Motion passed.

A site plan has been submitted by Tipton Christian Academy to construct a new school. The site plan was tabled at last month's meeting. Planner Will Radford recommended approval of the site plan for all issues have been addressed.

Motion was made by C H Sullivan and seconded by Alice Fisher to approve the site plan for Tipton Christian Academy. Motion passed.

There being no further business, the meeting adjourned at 12:10 p.m.

no meeting in October.

No meeting in November.

No meeting in December.



384 A Carriage House Drive  
Jackson, TN 38305  
731-424-7664

## **MEMORANDUM**

**TO: The Covington Municipal-Regional Planning Commission**

**FROM: Will Radford, AICP**

**DATE: January 4, 2019**

**SUBJECT: Staff Recommendations for the January meeting of the  
Municipal-Regional Planning Commission.**

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### **III. NEW BUSINESS**

#### **A. Election of Officers**

The Covington Municipal-Regional Planning Commission shall elect officers in accordance with the Planning Commission By-laws.



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## AICP Code of Ethics and Professional Conduct

**Adopted March 19, 2005**

**Effective June 1, 2005**

**Revised April 1, 2016**

We, professional planners, who are members of the American Institute of Certified Planners, subscribe to our Institute's Code of Ethics and Professional Conduct. Our Code is divided into five sections:

Section A contains a statement of aspirational principles that constitute the ideals to which we are committed. We shall strive to act in accordance with our stated principles. However, an allegation that we failed to achieve our aspirational principles cannot be the subject of a misconduct charge or be a cause for disciplinary action.

Section B contains rules of conduct to which we are held accountable. If we violate any of these rules, we can be the object of a charge of misconduct and shall have the responsibility of responding to and cooperating with the investigation and enforcement procedures. If we are found to be blameworthy by the AICP Ethics Committee, we shall be subject to the imposition of sanctions that may include loss of our certification.

Section C contains the procedural provisions of the Code that describe how one may obtain either a formal or informal advisory ruling, as well as the requirements for an annual report.

Section D contains the procedural provisions that detail how a complaint of misconduct can be filed, as well as how these complaints are investigated and adjudicated.

Section E contains procedural provisions regarding the forms of disciplinary actions against a planner, including those situations where a planner is convicted of a serious crime or other conduct inconsistent with the responsibilities of a certified planner.

The principles to which we subscribe in Sections A and B of the Code derive from the special responsibility of our profession to serve the public interest with compassion for the welfare of all people and, as professionals, to our obligation to act with high integrity.

As the basic values of society can come into competition with each other, so can the aspirational principles we espouse under this Code. An ethical judgment often requires a conscientious balancing, based on the facts and context of a particular situation and on the precepts of the entire Code.

As Certified Planners, all of us are also members of the American Planning Association and share in the goal of building better, more inclusive communities. We want the public to be aware of the principles by which we practice our profession in the quest of that goal. We



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sincerely hope that the public will respect the commitments we make to our employers and clients, our fellow professionals, and all other persons whose interests we affect.

## A: Principles to Which We Aspire

### 1. Our Overall Responsibility to the Public

Our primary obligation is to serve the public interest and we, therefore, owe our allegiance to a conscientiously attained concept of the public interest that is formulated through continuous and open debate. We shall achieve high standards of professional integrity, proficiency, and knowledge. To comply with our obligation to the public, we aspire to the following principles:

- a) We shall always be conscious of the rights of others.
- b) We shall have special concern for the long-range consequences of present actions.
- c) We shall pay special attention to the interrelatedness of decisions.
- d) We shall provide timely, adequate, clear, and accurate information on planning issues to all affected persons and to governmental decision makers.
- e) We shall give people the opportunity to have a meaningful impact on the development of plans and programs that may affect them. Participation should be broad enough to include those who lack formal organization or influence.
- f) We shall seek social justice by working to expand choice and opportunity for all persons, recognizing a special responsibility to plan for the needs of the disadvantaged and to promote racial and economic integration. We shall urge the alteration of policies, institutions, and decisions that oppose such needs.
- g) We shall promote excellence of design and endeavor to conserve and preserve the integrity and heritage of the natural and built environment.
- h) We shall deal fairly with all participants in the planning process. Those of us who are public officials or employees shall also deal evenhandedly with all planning process participants.

### 2. Our Responsibility to Our Clients and Employers

We owe diligent, creative, and competent performance of the work we do in pursuit of our client or employer's interest. Such performance, however, shall always be consistent with our faithful service to the public interest.

- a) We shall exercise independent professional judgment on behalf of our clients and employers.



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- b) We shall accept the decisions of our client or employer concerning the objectives and nature of the professional services we perform unless the course of action is illegal or plainly inconsistent with our primary obligation to the public interest.
- c) We shall avoid a conflict of interest or even the appearance of a conflict of interest in accepting assignments from clients or employers.

### **3. Our Responsibility to Our Profession and Colleagues**

We shall contribute to the development of, and respect for, our profession by improving knowledge and techniques, making work relevant to solutions of community problems, and increasing public understanding of planning activities.

- a) We shall protect and enhance the integrity of our profession.
- b) We shall educate the public about planning issues and their relevance to our everyday lives.
- c) We shall describe and comment on the work and views of other professionals in a fair and professional manner.
- d) We shall share the results of experience and research that contribute to the body of planning knowledge.
- e) We shall examine the applicability of planning theories, methods, research and practice and standards to the facts and analysis of each particular situation and shall not accept the applicability of a customary solution without first establishing its appropriateness to the situation.
- f) We shall contribute time and resources to the professional development of students, interns, beginning professionals, and other colleagues.
- g) We shall increase the opportunities for members of underrepresented groups to become professional planners and help them advance in the profession.
- h) We shall continue to enhance our professional education and training.
- i) We shall systematically and critically analyze ethical issues in the practice of planning.
- j) We shall contribute time and effort to groups lacking in adequate planning resources and to voluntary professional activities.





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## B: Our Rules of Conduct

We adhere to the following Rules of Conduct, and we understand that our Institute will enforce compliance with them. If we fail to adhere to these Rules, we could receive sanctions, the ultimate being the loss of our certification:

1. We shall not deliberately or with reckless indifference fail to provide adequate, timely, clear and accurate information on planning issues.
2. We shall not accept an assignment from a client or employer when the services to be performed involve conduct that we know to be illegal or in violation of these rules.
3. We shall not accept an assignment from a client or employer to publicly advocate a position on a planning issue that is indistinguishably adverse to a position we publicly advocated for a previous client or employer within the past three years unless (1) we determine in good faith after consultation with other qualified professionals that our change of position will not cause present detriment to our previous client or employer, and (2) we make full written disclosure of the conflict to our current client or employer and receive written permission to proceed with the assignment.
4. We shall not, as salaried employees, undertake other employment in planning or a related profession, whether or not for pay, without having made full written disclosure to the employer who furnishes our salary and having received subsequent written permission to undertake additional employment, unless our employer has a written policy which expressly dispenses with a need to obtain such consent.
5. We shall not, as public officials or employees, accept from anyone other than our public employer any compensation, commission, rebate, or other advantage that may be perceived as related to our public office or employment.
6. We shall not perform work on a project for a client or employer if, in addition to the agreed upon compensation from our client or employer, there is a possibility for direct personal or financial gain to us, our family members, or persons living in our household, unless our client or employer, after full written disclosure from us, consents in writing to the arrangement.
7. We shall not use to our personal advantage, nor that of a subsequent client or employer, information gained in a professional relationship that the client or employer has requested be held inviolate or that we should recognize as confidential because its disclosure could result in embarrassment or other detriment to the client or employer. Nor shall we disclose such confidential information except when (1) required by process of law, or (2) required to prevent a clear violation of law, or (3) required to prevent a substantial injury to the public. Disclosure pursuant to (2) and (3) shall not be made until after we have verified the facts and issues involved and, when practicable, exhausted efforts to obtain reconsideration of the matter and



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have sought separate opinions on the issue from other qualified professionals employed by our client or employer.

8. We shall not, as public officials or employees, engage in private communications with planning process participants if the discussions relate to a matter over which we have authority to make a binding, final determination if such private communications are prohibited by law or by agency rules, procedures, or custom.

9. We shall not engage in private discussions with decision makers in the planning process in any manner prohibited by law or by agency rules, procedures, or custom.

10. We shall neither deliberately, nor with reckless indifference, misrepresent the qualifications, views and findings of other professionals.

11. We shall not solicit prospective clients or employment through use of false or misleading claims, harassment, or duress.

12. We shall not misstate our education, experience, training, or any other facts which are relevant to our professional qualifications.

13. We shall not sell, or offer to sell, services by stating or implying an ability to influence decisions by improper means.

14. We shall not use the power of any office to seek or obtain a special advantage that is not a matter of public knowledge or is not in the public interest.

15. We shall not accept work beyond our professional competence unless the client or employer understands and agrees that such work will be performed by another professional competent to perform the work and acceptable to the client or employer.

16. We shall not accept work for a fee, or pro bono, that we know cannot be performed with the promptness required by the prospective client, or that is required by the circumstances of the assignment.

17. We shall not use the product of others' efforts to seek professional recognition or acclaim intended for producers of original work.

18. We shall not direct or coerce other professionals to make analyses or reach findings not supported by available evidence.

19. We shall not fail to disclose the interests of our client or employer when participating in the planning process. Nor shall we participate in an effort to conceal the true interests of our client or employer.



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20. We shall not unlawfully discriminate against another person.
21. We shall not withhold cooperation or information from the AICP Ethics Officer or the AICP Ethics Committee if a charge of ethical misconduct has been filed against us.
22. We shall not retaliate or threaten retaliation against a person who has filed a charge of ethical misconduct against us or another planner, or who is cooperating in the Ethics Officer's investigation of an ethics charge.
23. We shall not use the threat of filing an ethics charge in order to gain, or attempt to gain, an advantage in dealings with another planner.
24. We shall not file a frivolous charge of ethical misconduct against another planner.
25. We shall neither deliberately, nor with reckless indifference, commit any wrongful act, whether or not specified in the Rules of Conduct, that reflects adversely on our professional fitness.
26. We shall not fail to immediately notify the Ethics Officer by both receipted Certified and Regular First Class Mail if we are convicted of a "serious crime" as defined in Section E of the Code; nor immediately following such conviction shall we represent ourselves as Certified Planners or Members of AICP until our membership is reinstated by the AICP Ethics Committee pursuant to the procedures in Section E of the Code.

## C: Advisory Opinions

### 1. Introduction

Any person, whether or not an AICP member, may seek informal advice from the Ethics Officer, and any AICP member may seek a formal opinion from the Ethics Committee, on any matter relating to the Code of Ethics and Professional Conduct. In addition, the Ethics Committee may, from time to time, issue opinions applying the Code to ethical matters relating to planning.

### 2. Informal Advice

- a) Any person with a question about whether specific conduct conforms to the Code of Ethics and Professional Conduct may seek informal advice from the Ethics Officer. Any such person should contact the Ethics Officer to arrange a time to discuss the issue. The Ethics Officer will endeavor to schedule a call promptly and to provide the advice promptly.



- b) Informal advice will be given orally. However, the Ethics Officer will keep a record of the issue raised and the advice given.
- c) Informal advice is intended to assist the person who seeks it, but it is not binding on AICP. Nevertheless, the Ethics Committee will take it into consideration if the Committee is subsequently called upon to consider a charge of misconduct against a Certified Planner who relied on the advice.

### **3. Formal Advisory Opinions Requested By A Member**

- a) Any AICP member with a question about whether specific conduct conforms to the Code of Ethics and Professional Conduct may seek a formal opinion from the Ethics Committee. Any such member should send a detailed description of the relevant facts and a clear statement of the question to the Ethics Officer.
- b) The Ethics Officer shall review each such request and determine whether there is sufficient information to permit a fully informed response or whether additional information is required.
- c) The Ethics Committee will not issue an Advisory Opinion if it determines that the request concerns past conduct that may be the subject of a charge of misconduct. It may also decline to issue an Advisory Opinion for any other reason. The Committee may, but is not required to, provide a reason for a decision not to issue an opinion.
- d) If the Ethics Committee determines to issue an Advisory Opinion, it will endeavor to do so within ninety (90) days after receiving all information necessary to the provision of the opinion. Every Advisory Opinion will be in writing.
- e) Any member who acts in compliance with a formal Advisory Opinion will have a defense to a charge of misconduct that is based on conduct permitted by the Opinion.
- f) The Ethics Committee, in its sole discretion, shall determine whether, and how, to publish any formal Advisory Opinion. If the Committee determines to publish an Advisory Opinion, the published Opinion will not, without appropriate consent, include the name or other identifying information of any person except to the extent that identifying information is helpful in setting forth the issue or in explaining the Committee's decision.
- g) Any AICP member who believes that a published formal Advisory Opinion is incorrect or incomplete may write to the Ethics Officer explaining the member's thinking and requesting reconsideration. The Ethics Officer shall transmit all such communications to the Ethics Committee. That Committee shall review such communications and determine what, if any, changes to make. The decision of the Committee shall be final.



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#### **4. Formal Advisory Opinions Issued Without Request of a Member**

- a) The Ethics Committee may from time to time issue, without a request from a member, formal Advisory Opinions relating to the Code of Ethics and Professional Conduct when it believes that an Opinion will provide useful guidance to members.
- b) All formal Advisory Opinions issued under this paragraph shall be in writing and shall be published to the entire membership.
- c) Any AICP member who believes that a formal Advisory Opinion issued under this paragraph is incorrect or incomplete may write to the Ethics Officer explaining the member's thinking and requesting reconsideration. The Ethics Officer shall transmit all such communications to the Ethics Committee. That Committee shall review such communications and determine what, if any, changes to make. The decision of the Committee shall be final.

#### **5. Annual Report of the Ethics Officer**

- a) Prior to January 31 of each year, the Ethics Officer shall provide to the AICP Commission and to the Ethics Committee an Annual Report of all formal Advisory Opinions and all interpretations of the Code issued during the preceding calendar year. That report need not contain the full text of each formal Advisory Opinion and interpretation of the Code.
- b) The AICP Commission shall publish an Annual Report on ethics matters to the membership.

## **D: Adjudication of Complaints of Misconduct**

### **1. Filing a Complaint.**

- a) Any person, whether or not an AICP member, may file an ethics complaint against a Certified Planner. An ethics complaint shall be sent to the AICP Ethics Officer on a form developed by the Ethics Officer and posted on the AICP website. The complaint must be signed and include contact information so that the Ethics Committee and the Ethics Officer will know with whom to follow up if questions arise or if the situation otherwise requires follow up. The person making the complaint ("the complainant") may request confidentiality. The AICP will attempt to honor that request. However, it cannot guarantee confidentiality and will disclose the identity of the complainant if disclosure is needed in



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order to reach an informed result or otherwise to advance the thoughtful consideration of the complaint. The complaint may be accompanied by a brief cover letter.

b) The complaint shall identify the Certified Planner against whom the complaint is brought, describe the conduct at issue, cite the relevant provision(s) of the Code of Ethics and Professional Conduct, and explain the reasons that the conduct is thought to violate the Code.

c) The complaint should be accompanied by all relevant documentation available to the complainant.

d) The Ethics Officer shall determine whether the complaint contains all information necessary to making a fully informed decision. If the complaint does not contain all such information, the Ethics Officer shall contact the complainant to try to obtain the information.

e) The Ethics Officer shall maintain, for use by the Ethics Committee, a log of all complaints against Certified Planners.

## **2. Preliminary Review.**

a) The Ethics Officer shall review each complaint, together with any supporting documentation, to make a preliminary determination of whether a violation may have occurred. Before making this determination, the Ethics Officer may request from the complainant any additional information that the Officer deems relevant.

b) Within thirty (30) days after receiving all information that the Ethics Officer deems necessary to make a preliminary determination, the Ethics Officer shall make a preliminary determination whether a violation may have occurred.

c) If the preliminary determination of the Ethics Officer is that it is clear that no violation has occurred, the complaint shall be dismissed. The complainant shall be so notified. The complainant shall have twenty (20) days from the date of notification to appeal the dismissal of the complaint to the Ethics Committee.

d) If the preliminary determination of the Ethics Officer is that a violation may have occurred — or if, on appeal, the Ethics Committee reverses a preliminary dismissal, the Ethics Officer shall, within thirty (30) days, provide the complaint to the Certified Planner against whom the complaint was made ("the respondent"). The Ethics Officer shall request from the respondent a detailed response to the complaint, and any supporting documentation.



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### **3. Fact Gathering**

- a) The respondent shall have thirty (30) days from the date of notification from the Ethics Officer to provide a response to the complaint, as well as any supporting documentation. The Ethics Officer may extend this time, for good cause shown, for a period not to exceed fourteen (14) days.
- b) The Ethics Officer shall provide the response of the respondent to the complainant and shall give the complainant an opportunity to comment on the response within fourteen (14) days.
- c) If the Ethics Officer determines that additional information is needed from either the complainant or the respondent, the Ethics Officer shall attempt to obtain such information. The parties shall have fifteen (15) days to provide the requested additional information, with up to a fifteen (15) day extension at the discretion of the Ethics Officer if a request is made for additional time.

### **4. Exploration of Settlement**

- a) At any point in the process, the Ethics Officer may, after consultation with the Ethics Committee, attempt to negotiate a settlement of the complaint in accordance with the Code of Ethics and Professional Conduct.
- b) The Ethics Committee shall be notified of — and permitted to comment on — any potential settlement at an early stage. Any settlement must be approved by the Ethics Committee before becoming final. Upon approval by the Ethics Committee, a settlement agreement shall be signed by the respondent and, where appropriate, by the complainant.
- c) If a negotiated settlement is approved by the Ethics Committee and is signed in accordance with paragraph 4-b, the matter will be concluded, and no further action will be taken by AICP.

### **5. Decision**

- a) If neither the Ethics Officer nor the Ethics Committee determines to explore settlement — or if the parties are unwilling to engage in settlement discussions or if a settlement is not reached, the Ethics Officer shall, after considering timely input from the parties, issue a written decision on the complaint. The Ethics Officer, at his or her sole discretion, may determine whether a hearing needs to be held. A hearing will be held by telephone or other electronic means unless all parties and the Ethics Officer agree that it should be held in person. The expenses of each party in connection with any hearing, such as transcripts, travel, and attorneys' fees, will be borne by that party.





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b) The Ethics Officer may determine that there is inadequate evidence of an ethics violation and therefore dismiss the complaint. Alternatively, the Ethics Officer may find that there has been an ethics violation. In either situation, the Ethics Officer shall explain the basis for the decision in a written opinion that cites and discusses the relevant provision(s) of the Code of Ethics and Professional Conduct.

c) If the decision is that there has been a violation, the Ethics Officer shall impose such discipline as that Officer deems appropriate. The discipline may be: (1) a confidential letter of admonition, (2) a public reprimand, (3) suspension of AICP membership, or (4) expulsion from AICP. The Ethics Officer shall explain the basis for the discipline imposed and may attach such conditions, *e.g.* requirement to get additional ethics training, as the Officer deems just.

d) The Ethics Officer shall transmit the decision to the Ethics Committee and shall notify the parties of the decision. However, the Ethics Officer may determine not to disclose the remedy to a complainant who is not a member of AICP.

## 6. Appeal

a) Within thirty (30) days after issuance of the written decision of the Ethics Officer, either the complainant or respondent may appeal the decision to the Ethics Committee by filing a timely written notice of appeal with the Ethics Officer.

b) If an appeal is timely filed, the party filing the appeal shall, within fourteen (14) days, provide the Ethics Officer with a written statement as to the basis for the appeal. The Ethics Officer shall, within ten (10) days, transmit that document to the party against whom the appeal is filed. That party shall have thirty (30) days to provide the Ethics Officer with a written statement of his or her position on the appeal. The Ethics Officer shall transmit all written statements of the parties to the Ethics Committee within ten (10) days after the record is complete.

c) After receiving any timely filed statements of the parties, the Ethics Committee shall issue a written decision on the appeal. Before issuing a decision, the Ethics Committee, in its sole discretion, may consult with the Ethics Officer. The Ethics Committee may also, in its sole discretion, determine whether to hold a hearing at which the parties may present their positions and answer questions posed by the Committee. A hearing will be held by telephone or other electronic means unless all parties and the Ethics Committee agree that it should be held in person. The expenses of each party in connection with any hearing, such as transcripts, travel, and attorneys' fees, will be borne by that party.



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d) The Ethics Committee may (1) affirm the decision of the Ethics Officer; (2) affirm the decision but impose a different remedy; (3) vacate the decision of the Ethics Officer and return the case to the Ethics Officer for additional investigation, consideration of different Code sections or issues, or any other follow up; or (4) vacate the decision of the Ethics Officer and issue its own decision.

e) A decision to affirm the decision of the Ethics Officer, to impose a different remedy, or to vacate that decision and to issue the Ethics Committee's own decision shall be final.

f) If the decision is to return the case to the Ethics Officer for follow up, the Ethics Officer may seek to explore settlement or may issue a decision consistent with the decision of the Ethics Committee. Before issuing such a decision, the Ethics Officer may seek additional input from the parties in a manner and format consistent with the Code of Ethics and Professional Conduct.

#### **7. Effect of Dropping of Charges by Complainant or Resignation by Respondent**

a) If charges are dropped by the complainant, the Ethics Committee may, at its sole discretion, either terminate the ethics proceeding or continue the process without the complainant.

b) If the respondent resigns from AICP or lets membership lapse after a complaint is filed but before the case is finalized, the Ethics Committee may, at its sole discretion, either terminate the ethics proceeding or continue the process. As in any situation, the Ethics Committee may also determine to file a complaint with the appropriate law enforcement authority if it believes that a violation of law may have occurred.

#### **8. Reporting**

a) Any written decision of the Ethics Committee may, at the discretion of the Committee, be published and titled "Opinion of the AICP Ethics Committee".

b) Any written decision of the Ethics Officer shall be referenced in the Annual Report of the Ethics Officer.

## **E: Discipline of Members**

### **1. General**

AICP members are subject to discipline for certain conduct. This conduct includes (a) conviction of a serious crime as defined in paragraph 3; (b) conviction of other crimes as set forth in paragraph 4; (c) a finding by the Ethics Committee or Ethics Officer that the member has

engaged in unethical conduct; (d) loss, suspension, or restriction of state or other governmental professional licensure; (e) failure to make disclosure to AICP of any conviction of a serious crime or adverse professional licensure action; or (f) such other action as the Ethics Committee or the Ethics Officer, in the exercise of reasonable judgment, determines to be inconsistent with the professional responsibilities of a Certified Planner.

## **2. Forms of Discipline**

The discipline available under this Policy includes: (a) a confidential letter of admonition, (b) a public letter of censure, (c) suspension of AICP membership, or (d) revocation from AICP. The Ethics Officer or the Ethics Committee may attach conditions to these disciplinary actions, such as the writing of a letter of apology, the correction of a false statement or statements, the taking of an ethics course, the refunding of money, or any other conditions deemed just in light of the conduct in question.

## **3. Conviction of a Serious Crime**

a) The membership of a Certified Planner shall be revoked if the Planner has been convicted of a "serious crime". Membership shall be revoked whether the conviction resulted from a plea of guilty or nolo contendere, from a verdict after trial, or otherwise. Membership shall be revoked even if the Planner is appealing a conviction, but it will be reinstated if the conviction is overturned upon appeal.

b) For purposes of this Policy, the term "serious crime" shall mean any crime that, in the judgment of the Ethics Committee or the Ethics Officer, involves false swearing, misrepresentation, fraud, failure to file income tax returns or to pay tax, deceit, bribery, extortion, misappropriation, theft, or physical harm to another.

## **4. Conviction of Other Crimes**

a) Discipline may also be imposed if a Certified Planner has been convicted of a crime not included within the definition of "serious crime," including an action determined by the Ethics Committee or the Ethics Officer to be inconsistent with the professional responsibilities of a Certified Planner.

b) Before any discipline is imposed under this section, the member shall have a right to set forth his or her position in writing to the Ethics Officer. The Ethics Officer shall, in that Officer's sole discretion, determine whether or not to give the member a hearing. The Ethics Officer shall notify the member of the decision.

c) A member who has had discipline imposed by the Ethics Officer shall have thirty (30) days from the date of notification of the adverse decision to file an appeal to the Ethics



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Committee. The member may do so by filing a timely notice of appeal with the Ethics Officer. The notice shall be accompanied by a statement of the basis for the appeal. The Ethics Officer will transmit any appeal and accompanying notice to the Ethics Committee. That Committee shall determine, in its sole discretion, whether or not to grant a hearing. The Ethics Committee shall, after considering the relevant information, issue a written opinion on the appeal.

## **5. Unethical Conduct**

The forms of discipline set forth in paragraph 2 shall apply to any member who is found to have engaged in unethical conduct in accordance with the procedures established in the Policy on Adjudication of Complaints of Misconduct.

## **6. Revocation, Suspension, or Restriction of Licensure**

- a) The Ethics Committee or Ethics Officer shall impose such discipline as the Committee or Officer regards as just if a state or other governmentally-issued professional license of a Certified Planner has been revoked, suspended, or restricted for any reason relating to improper conduct by the Planner.
- b) Before any discipline is imposed under this section, the provisions of section 4 (b) and (c) shall apply.

## **7. Duty to Notify Ethics Officer**

- a) A member who has been convicted of a serious crime or who has had his or her state or other governmentally-issued professional license revoked, suspended, or restricted for any reason relating to improper conduct by the member shall promptly report the relevant development to the Ethics Officer.
- b) Failure of a member to report that he or she has been convicted of a serious crime or has had a professional license revoked, suspended, or restricted for a reason relating to improper conduct by that member may itself result in discipline of that member.

## **8. Other Conduct Inconsistent with the Responsibilities of a Certified Planner**

- a) The Ethics Officer shall have the right to discipline any member for any conduct not otherwise covered by this Policy that the Officer determines to be inconsistent with the responsibilities of a Certified Planner.
- b) Conduct covered by this section shall include, but not be limited to, a finding in a civil case that the member has engaged in defamation or similar unlawful action, has knowingly infringed the copyright or other intellectual property of another, or has engaged in perjury.



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c) Before any discipline is imposed under this section, the provisions of section 4-b and 4-c shall apply.

#### **9. Petition for Reinstatement**

a) Any Certified Planner whose membership or certification is revoked may petition the Ethics Committee for reinstatement no sooner than five years from the time of revocation. The Ethics Committee shall determine, in its sole discretion, whether to afford the petitioner a hearing and/or whether to seek additional information. The Committee shall determine, in its sole judgment, whether reinstatement is appropriate and what, if any, conditions should be applied to any such reinstatement. The Ethics Officer shall transmit the reinstatement determination to the Planner.

b) If the Ethics Committee denies the Petition, that Officer shall advise the Planner of the opportunity to file a subsequent petition after twelve (12) months have elapsed from the date of the determination.

#### **10. Publication of Disciplinary Actions**

The Ethics Committee, in its sole discretion, may publish the names of members who have had disciplinary action imposed and to state the nature of the discipline that was imposed. The authority to publish shall survive the voluntary or involuntary termination or suspension of AICP membership and certification. The Ethics Committee, in its sole discretion, may also determine not to publish such information or to publish only so much of that information as it deems appropriate.

City of Covington  
Justin Hanson, Mayor  
200 West Washington St.  
Covington, Tn 38019

Jan 22, 2019

Dear Mr. Mayor and Covington Board of Alderman,

On behalf of myself and Mr. Kenyado Whitley, we are writing to request permission to hold the 1<sup>st</sup> annual "Pop Heads" event in the City of Covington at the Cobb Park. We are excited to bring a new community event to the City of Covington. *Can show*

During this event, we not only want to bring the city of Covington together, but also surrounding counties as well. We are willing to work with the Mayor's office, Chamber of Commerce, and Mr. Joe Mack with Parks and Recreation to better to accommodate the City of Covington. We want this to become a new annual event in Covington.

We are requesting the date of April 6<sup>th</sup>, 2019 at 12:00 pm. We will work closely with the Public Works Department, the cities Fire and Police Department as well as the Mayor's Office to make sure all arrangements are in place for this event.

As always, we thank you for your support.

*kenyado.whitley@yahoo.com*

Monica Anderson



Crestview Middle School Softball  
Sponsorship Letter

Dear Sponsor,

The Crestview Middle School Softball team is looking for sponsors to help offset the softball necessities. We hope you will consider supporting the softball team in the new season.

Gold (\$500), Silver (\$300), and Bronze (\$100) Sponsors will have their logo/name printed on a t-shirt for advertisement. It will also be printed on our team website, on CMS Facebook page, and placed on our banner to be displayed at games. The amount sponsored will determine the size of the logo on the banner and apparel.

\*The Banner will be hung on the fence at every game; home and away.

All donations will be used exclusively for the following purposes:

- Umpire Fees- 2 per game; V and JV
- Maintenance of field- chalk, field dry, bases, fuel, spray paint, bulbs, etc.
- Softball equipment- balls, hitting nets, tees, helmets, bat bag, team bat, etc.
- Players practice and game uniform- shirts, pants, socks, cleats, etc.
- Concession stand items- food, drinks, snacks, table, condiments, napkins, etc.

Sincerely,

CMS Softball TEAM

---

Business Name: \_\_\_\_\_

Please make payment to:  
CMS Diamond Club

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_



## **RESOLUTION 2019-4**

### **A RESOLUTION TO APPROVE AMENDMENT TO THE CITY OF COVINGTON PENSION PLAN.**

**BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON** that the form of amended Defined Benefit Plan and Trust effective January 1, 2019 presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to administrator of the Plan one or more counterparts of the Plan.

**BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON** that the Plan Amendment to the City of Covington Pension Plan effective January 1, 2019 that attached hereto are true copies of the City of Covington Pension Plan as amended and restated, the Summary Plan Description, and the Funding Policy and Method which are hereby approved and adopted.

Passed by the Board of Mayor and Aldermen of the City of Covington, Tennessee, this 26<sup>th</sup> day of February, 2019.

Attest:

\_\_\_\_\_  
Recorder-Treasurer

\_\_\_\_\_  
Mayor

[illegible]