CITY OF GALLATIN
COUNCIL MEETING

April 19, 2016 | **6:00 pm** | **Dr. J. Deotha Malone Council Chambers**

- Call to Order – Mayor Brown
- Invocation
- Pledge of Allegiance – Councilman Camp
- Roll Call: Alexander – Brackenbury – Camp – Vice Mayor Hayes – Kemp – Mayberry – Overton
- Approval of Minutes: April 05, 2016 City Council Meeting
- Public Recognition on Agenda-Related Items
- Mayor's Comments

AGENDA

1. **Gallatin DNA Profile** **(Don McEachern, President & CEO, North Star Destination Strategies)**

2. **Second Reading Ordinance No. O16Ø4-19** Ordinance appropriating $4,161.90 from revenue received for insurance recoveries **(Vice Mayor Hayes)**

3. **Second Reading Ordinance No. O16Ø4-20** Ordinance appropriating $120,000 for the construction of bike lanes on Airport Road **(Councilman Camp)**

4. **Second Reading Ordinance No. O16Ø4-21** Ordinance to vacate and abandon easement for Ingress/Egress, Map/Parcel 111/001.001. **(Councilman Camp)**

5. **First Reading Ordinance No. O16Ø4-22** An ordinance of the City of Gallatin, Sumner County, Tennessee, approving a Preliminary Master Development Plan for Sumner County Career Center, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. **(Vice Mayor Hayes)**

6. **First Reading Ordinance No. O16Ø4-23** An ordinance amending Gallatin Municipal Code, Chapter 5, Buildings and Building Regulation, Section 5-56 Code Adopted, by adopting the 2015 International Swimming Pool and Spa Code, and adding Section 5-59 Amendments to International Swimming Pool and Spa Code **(Councilwoman Brackenbury)**

7. **First Reading Ordinance No. O16Ø4-24** An ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning an approximate 37.62 (+/-) acre parcel (Tax Map 112 Parcel 18.00), from (A)-Agricultural Residential District to (IR)-Industrial Restrictive District, located east of Airport Road and south of Broadway; authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. **(Vice Mayor Hayes)**

8. **First Reading Ordinance No. O16Ø4-25** An ordinance of the City of Gallatin, Sumner County, Tennessee approving an amendment to the Gallatin Zoning Ordinance, Article 8.00, Section 08.03, to permit construction sales and services with conditions as a commercial activity in the CG - Commercial General Zoning District; authorizing the revision to be made to the Zoning Ordinance; repealing conflicting ordinances; providing for severability, and providing for an effective date. **(Councilman Mayberry)**

9. **Resolution No. R16Ø4-17** Resolution accepting public improvements by the City of Gallatin, Tennessee Greensboro Village, Phase 6, Section 1 **(Vice Mayor Hayes)**

10. **Resolution No. R16Ø4-18** Resolution approving a Building Codes Department Refund Policy **(Councilman Alexander)**

11. **Resolution No. R16Ø4-19** Resolution approving adoption of amended and restated City of Gallatin 401 (K) Retirement Plan **(Councilman Overton)**

12. **Resolution R16Ø4-20** Resolution authorizing Mayor to offer a voluntary buyout for the City of Gallatin **(Councilman Mayberry)**

13. **Resolution No. R16Ø4-21** Resolution appointing Mike Foster as board member of the Gallatin Economic Development Agency Board **(Councilwoman Kemp)**

14. **Resolution No. R16Ø4-22** Resolution appointing Mary Ann Mudd as board member of the Gallatin Historic District Commission **(Councilman Alexander)**

- Other Business
- Public Recognition on Non-Agenda-Related Items
- Adjourn

City of Gallatin
City Council Meeting

April 5, 2016

The Gallatin City Council met in regular session on Tuesday, April 5, 2016 in the Dr. J. Deotha Malone Council Chambers Gallatin City Hall. Mayor Paige Brown called the meeting to order at 6:00 P.M. Councilman Ed Mayberry led the opening prayer and Councilman Steve Camp led the Pledge of Allegiance.

City Recorder Connie Kittrell called the roll and the following were present.

Present:

Mayor Paige Brown
Councilman John D. Alexander
Councilwoman Julie Brackenbury
Councilman Steve Camp
Vice Mayor Craig Hayes
Councilwoman Anne Kemp
Councilman Ed Mayberry
Councilman Jimmy Overton

Absent:

Others Present

Zach Wilkinson, Public Works Director
Gallatin News, Reporter
David Brown, Leisure Services Dir.
News Examiner, Reporter
Connie Kittrell, City Recorder
David Gregory, Public Utilities Dir.
Nick Tuttle, City Engineer
Debbie Johnson, Human Resource Dir.
Rachel Nichols, Finance Director
Susan High-McAuley, City Attorney
Don Bandy, Police Chief
Bill McCord, City Planner
Lori Smiley, IT Director
Chuck Stuart, Building Official
Victor Williams, Fire Chief
James Fenton, EDA Director

Special Presentation

Mayor Paige Brown read a Proclamation and presented a Key to the City to Gallatin Fireman Mario Mendoza for his participation in the stair climbing activities over the last five years to recognize and remember those killed in the 9/11 terrorist attacks.

Approval of Minutes

Mayor Brown presented the March 1, 2016 and March 15, 2016 Council Meeting minutes for approval. Councilman Overton made motion to approve; Councilwoman Brackenbury seconded. Motion carried with 6 ayes and 0 nays.

Public Recognition on Agenda Related Items

Mayor Brown opened public recognition on agenda related. With no one wishing to speak Mayor closed public recognition.

Councilman Alexander entered the meeting at this time.

Mayor's Comments

- The Gallatin Fire Department is having a Toiletry Drive to benefit the Family Resource Center for Sumner County Schools. All donations can be dropped off at any Gallatin Fire Hall from April 4 – April 15.
- Station Camp High School is hosting the Bison Stampede 5K Run this Saturday at 9:00 A.M.
- Gallatin Quarterback Club is having their annual Steak Dinner/Auction this Saturday, April 9th beginning at 4:00 P.M.
- Pedal for Paws cycling event is this Saturday, April 9th for Sumner Spay and Neuter Alliance beginning at 8:00 A.M. at the Gallatin Civic Center.
- Benefiting the Local Sumner Teens Center is the Ultimate Grill Champ competition.

- Station Camp/Sumner County Bluegrass Jamboree at Volunteer State Community College from 12:00 P.M. to 6:00 P.M.

- Kids Night Out continues at the local Shalom Zone for Grades 3-12 every Thursday from 5:00 P.M. to 7:00 P.M. through the end of the school year.

Agenda

1. Ordinance #O1603-16 – Second Reading

Councilman Mayberry presented this ordinance appropriating 2016 General Obligation Bond in the amount of $12,203,285.45.

Councilman Mayberry made motion to approve; Councilman Alexander seconded. Motion carried with 7 ayes and 0 nays.

2. Ordinance #O1603-17 – Second Reading

Councilman Mayberry presented this ordinance appropriating $74,400 received from the State of Tennessee for training supplements.

Councilman Mayberry made motion to approve; Councilman Overton seconded. Motion carried with 7 ayes and 0 nays.

3. Ordinance #O1604-19 – First Reading

Vice Mayor Hayes presented this ordinance appropriating $4,161.90 from revenue received for insurance recoveries.

Vice Mayor Hayes made motion to approve; Councilwoman Kemp seconded. Motion carried with 7 ayes and 0 nays.

4. Ordinance #O1604-20 – First Reading

Councilman Camp presented this ordinance appropriating $120,000 for the construction of bike lanes on Airport Road.

Councilman Camp made motion to approve; Vice Mayor Hayes seconded. Motion carried with 7 ayes and 0 nays.

5. Ordinance #O1604-21 – First Reading

Councilman Camp presented this ordinance to vacate and abandon easement for Ingress/Egress, Map/Parcel 111.001.001.

Councilman Camp made motion to approve; Councilman Overton seconded. Motion carried with 7 ayes and 0 nays.

6. Resolution #R1603-15

Councilwoman Kemp presented this resolution authorizing Mayor to execute a feasibility cost share agreement with the U.S. Army Corps of Engineers for the East Camp Creek Basin Flood Study.

Councilwoman Kemp made motion to approve; Councilman Alexander seconded. Motion carried with 7 ayes and 0 nays.

7. Resolution #R1604-16

Councilman Overton presented this resolution establishing Street Light Policy for the City of Gallatin, Tennessee.

Councilman Overton made motion to approve; Councilman Alexander seconded. Motion carried with 7 ayes and 0 nays.

8. Discussion of Liberty Branch Park

Mayor Brown presented an agreement with the Corps of Engineers. Mayor said the Morning Rotary Club has agreed to purchase $6,000 in trees but the city will plant/place them.

Council discussed.

Vice Mayor Hayes made motion to approve; Councilman Camp seconded. Motion carried with 7 ayes and 0 nays.

Other Business

Mayor Brown called for other business.

- Mayor presented three road closure requests for Council approval:

  Gallatin Chamber of Commerce SquareFest Event on Saturday, April 30, 2016 and the Main Street Festival on Saturday October 1, 2016 requested to close the Downtown; Main Street to Boyers Street , Water Street to Broadway and the Public Square.

  Gallatin Chamber of Commerce State Farm 3rd Thursday on Main Event, each third Thursday in June, July, August and September 2016 street closures at Water Street from Main Street to Franklin Street and Public Square from Water Street to Main Street.

  Gallatin Chamber of Commerce Crawfish Boil Event on Saturday, April 23, 2016 street closures at Water Street from Main Street to Franklin Street and Public Square from Water Street to Main Street.

  Councilman Alexander made motion to approve; Councilwoman Brackenbury seconded. Motion carried with 7 ayes and 0 nays.

- Councilman Mayberry spoke about the cost share agreement with the Corps of Engineers. Mr. Mayberry stated the payments can be spread out in four (4) payments and he suggested making the first payment in this year.

  Finance Director Rachel Nichols said we can if there is enough in cash flow or we can appropriate the money.

  Councilman Overton encouraged communication with the land owners along Town Creek.

- Councilwoman Brackenbury requested the Planning Department on next week's work session agenda for more discussion.

- Leisure Services Director David Brown gave an update on the new pool. Mr. Brown said the pool was progressing and hopes to have a ground breaking in two (2) weeks.

- EDA Director James Fenton said North Star Destination Strategies will present the information gathered from their surveys on April 19th. Mr. Fenton also provided Council with the news press release.

Public Recognition on Non-Agenda Related Items

Mayor Brown called for public recognition on non-agenda related items.

- Ofelia Vazquez of 210 Shawn Drive stated she is looking for a location to offer English and Spanish classes in the Gallatin area. Ms. Vazquez said all classes are free.

Adjourn

Councilman Overton made motion to adjourn; Councilwoman Brackenbury seconded. Motion carried with 7 ayes and 0 nays.

Mayor Brown adjourned the meeting at 6:29 P.M.

Mayor Paige Brown

City Recorder Connie Kittrell

ORDINANCE NO. O16Ø4-19

ORDINANCE APPROPRIATING
$4,161.90 FROM REVENUE RECEIVED FOR INSURANCE RECOVERIES

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of $4,161.90 is hereby appropriated from revenue received from Insurance Recoveries, account #110-36350, to Park Maintenance, account #11044720-942.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect from and after its final passage, the public welfare requiring such.

PASSED FIRST READING: April 5, 2016.

PASSED SECOND READING: _____

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_____
SUSAN HIGH-MCAULEY
CITY ATTORNEY

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

03/22/2016

DEPARTMENT: **Leisure Services** **AGENDA #**

SUBJECT:
Appropriating revenue from insurance recoveries.

SUMMARY:
Appropriate funds from insurance recoveries to LSV Park Maintenance.

RECOMMENDATION:
Approval

ATTACHMENT:

- [ ] **Resolution**
- [x] **Ordinance**
- [ ] **Correspondence**
- [ ] **Contract**
- [ ] **Bid Tabulation**
- [ ] **Other**

Approved [x]
Rejected [ ]
Deferred [ ]

Notes:

ORDINANCE NO. O16Ø4-20

ORDINANCE APPROPRIATING $120,000 FOR THE CONSTRUCTION OF BIKE LANES ON AIRPORT ROAD

WHEREAS, The City of Gallatin entered into two SIA Grant agreements with TDOT for roadway construction and improvements to Airport Road: PIN 112818.00 Industrial Access Road Serving Sumner County Regional Airport and PIN 119592.00 State Industrial Access Road Serving ABC and Other Industries.

WHEREAS, The City of Gallatin's Major Thoroughfare Plan calls for the construction of bike lanes on all future road projects for Airport Road. The SIA Grant money for both projects will not cover the cost of the bike lanes. TDOT has agreed to include the construction of the bike lanes as a part of the projects if the City contributes $120,000 to cover those costs.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of $120,000 is hereby appropriated from the Undesignated Fund Balance of the General Fund for the construction of bike lanes along Airport Road.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of $120,000 be appropriated to account number 11041670-931-169, Airport Rd Bike Lanes.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect on final passage, the public welfare requiring such.

PASSED FIRST READING: April 5, 2016.

PASSED SECOND READING:

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_____
SUSAN HIGH-MCAULEY
CITY ATTORNEY

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

March 22, 2016

DEPARTMENT: **Engineering** **AGENDA # 2**

SUBJECT:
Ordinance to Appropriate $120,000 for the Construction of Bike Lanes on Airport Rd

SUMMARY:
The City entered into two SIA Grant agreements with TDOT for roadway construction and improvements to Airport Road: PIN 112818.00 Industrial Access Road Serving Sumner County Regional Airport and PIN 119592.00 State Industrial Access Road Serving ABC and Other Industries.
While TDOT was preparing the environmental documents it was noted the need for bike lanes in the Categorical Exclusion (Environmental Document) due to the City's Major Thoroughfare Plan calling for the construction of bike lanes on all future road projects for Airport Road. The cost for bike lanes is not something that can be covered by the SIA Grant funds. However, TDOT has agreed to include the construction in the project if the City would fund it. Therefore, this ordinance is being brought to City Council in order to appropriate $120,000 to contribute to the construction of the bike lanes.

RECOMMENDATION:

ATTACHMENT:

☐ **Resolution**	☐ **Correspondence**	☐ **Bid Tabulation**
☒ **Ordinance**	☐ **Contract**	☐ **Other**

Approved ☒
Rejected ☐
Deferred ☐

Notes:

ORDINANCE NO. O16Ø4-21

ORDINANCE TO VACATE AND ABANDON EASEMENT FOR INGRESS/EGRESS, MAP/PARCEL 111/001.001.

WHEREAS, the Gallatin Department of Electricity needs TVA to place transmission lines over property owned by the City of Gallatin. At the time of purchase of the property an ingress/egress easement existed on the property for the City and Gallatin Department of Electricity to be able to access property; and

WHEREAS, The Gallatin Department of Electricity requests that the ingress/egress easement on City land, as described in Exhibit A, purchased by the Gallatin Department of Electricity, be vacated and abandoned. TVA is not allowed to place transmission structures within an easement. By abandoning the easement, TVA will be allowed to place poles in the middle of the 100' strip of land. Ingress and egress is no longer needed as the City now owns the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE:

Section 1. That the portion of the Ingress/Egress Easement, as described in the attached EXHIBIT "A" is wholly vacated and abandoned.

Section 2. That the Mayor is authorized to execute any and all documents necessary to effectuate the terms of this agreement.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this ordinance shall take effect on final passage, the public welfare requiring such.

PASSED FIRST READING: April 5, 2016.

PASSED SECOND READING:

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_____

SUSAN HIGH-MCAULEY
CITY ATTORNEY

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

March 22, 2016

DEPARTMENT: **Engineering** **AGENDA # 3**

SUBJECT:
Ordinance to Vacate an Ingress/Egress Easement

SUMMARY:
An ordinance will be handed out vacating an Ingress/Egress Easement. The Electric Department has requested this easement be abandoned in order for TVA to install power lines that will service the Industrial Center.

RECOMMENDATION:

ATTACHMENT:

☐ **Resolution**	☐ **Correspondence**	☐ **Bid Tabulation**
☒ **Ordinance**	☐ **Contract**	☒ **Other**

Approved ☒
Rejected ☐
Deferred ☐

Notes:

ORDINANCE NO. O16Ø4-22

AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, APPROVING A PRELIMINARY MASTER DEVELOPMENT PLAN FOR SUMNER COUNTY CAREER CENTER, AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property has submitted a complete application for the Sumner County Career Center Preliminary Master Development Plan on one (1) parcel totaling 2.375 (+/-) acres located in the City of Gallatin, Tennessee; and

WHEREAS, the property is located east of GreenLea Boulevard and north of Vietnam Veterans Boulevard and is zoned Planned General Commercial (PGC); and

WHEREAS, the Gallatin Municipal-Regional Planning Commission has reviewed and recommended approval of the Sumner County Career Center Preliminary Master Development Plan in GMRPC Resolution No. 2016-39; and

WHEREAS, a public hearing was held following public notice as prescribed by the Gallatin Zoning Ordinance and Tenn. Code Ann. Section 13-7-203; and

WHEREAS, The City Council has approved by majority vote of the members present the rezoning request of the described property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE as follows:

Section 1. The City Council of the City of Gallatin does hereby approve the Preliminary Master Development Plan as described in Exhibit 'A'; as approved at the May 17, 2016 City Council Meeting.

Section 2. The City Council of the City of Gallatin does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provision or applications of this ordinance which can be given without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

PASSED FIRST READING:

PASSED SECOND READING:

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_____
SUSAN HIGH-MCAULEY
CITY ATTORNEY

EXHIBIT 'A'

The Preliminary Master Development Plan for the Sumner County Career Center, consists of a one (1) sheet plan (Labeled C0.0), with Job No. 15180, prepared by Ragan Smith of Nashville, TN, dated February 22, 2016 with a final revision date of March 17, 2016, as depicted on the redlined-marked plan with modifications which indicates a driveway onto GreenLea Boulevard located at the northwestern portion of the property and with a 9000 square foot building footprint, and a two (2) sheet architecture plan, with Project No. 1031.9, prepared by Lyle-Cook-Martin Architects of Clarksville, TN, dated February 22, 2016 with a final revision date of March 17, 2016, with the following condition:

1. Submit one (1) full-sized and two (2) half-sized, corrected folded copies of the Preliminary Master Development Plan.

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

April 12, 2016

DEPARTMENT: **PLANNING DEPARTMENT** **AGENDA #** 7

SUBJECT:
Ordinance #O16Ø4-22 of the City of Gallatin, Sumner County, Tennessee, approving a Preliminary Master Development Plan for the Sumner County Career Center on a 2.375 (+/-) acre parcel.

SUMMARY:
The owner and applicant is requesting approval of an Ordinance for a Preliminary Master Development Plan for Sumner County Career Center to construct a 19,000 square foot office building on a 2.375 (+/-) acre parcel zoned Planned General Commerical (PGC), located north of Vietnam Veterans Boulevard (SR 386) and east of GreenLea Boulevard and authorizing the revision to be indicated on the official zoning atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date., (S.B.E. Tax Map #125//Parcel 034.01). Financial, Consulting, and Administrative is a permitted uses in the Planned General Commercial (PGC) zone district.

On March 28, 2016 the Gallatin Municipal-Regional Planning Commission recommended approval of GMRPC Resolution 2016-39. (PC File# 3-1588-16)

RECOMMENDATION:

ATTACHMENT:

- [ ] Resolution
- [x] Ordinance
- [ ] Correspondence
- [ ] Contract
- [ ] Bid Tabulation
- [x] Other

Approved [✓]
Rejected [ ]
Deferred [ ]

Notes:

ORDINANCE NO. O16Ø4-23

AN ORDINANCE AMENDING GALLATIN MUNICIPAL CODE, CHAPTER 5, BUILDINGS AND BUILDING REGULATION, SECTION 5-56 CODE ADOPTED, BY ADOPTING THE 2015 INTERNATIONAL SWIMMING POOL AND SPA CODE, AND ADDING SECTION 5-59 AMENDMENTS TO INTERNATIONAL SWIMMING POOL AND SPA CODE

WHEREAS, it is important to establish minimum standards to provide a reasonable level of safety and protection of health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location and maintenance or use of pools and spas;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that, pursuant to Tenn. Code Ann. § 6-54-501, the following sections of Gallatin Municipal Code, Chapter 5, Buildings and Building Regulations, are hereby amended as follows:

(1) **Sec. 5-56. Code Adopted** is amended by the addition of the following paragraph:

"Pursuant to authority granted by T.C.A. § 6-54-501, for the purpose of regulating and governing the design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment and providing for the issuance of permits and collection of fees, the following portions of the International Swimming Pool and Spa Code, edition 2015, as published by the International Code Council, are hereby adopted and incorporated by reference as a part of this Code.:

(1) ISPSC Chapter 1 – Scope and Application;

(2) ISPSC Chapter 2 – Definitions; and

(3) ISPSC Chapter 3 – General Compliance; and

(4) ISPSC Chapter 4 – Public Swimming Pools; and

(5) ISPSC Chapter 5 – Public Spas and Public Exercise Spas; and

(6) ISPSC Chapter 8 – Permanent Inground Residential Swimming Pools; and

(7) The ANSI/APSP/ICC-7 American National Standard for Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs, and Catch Basins, edition 2013, published by the International Code Council.

Where inconsistencies may exist in the aforementioned model codes, the more stringent requirement shall be applied."

(2) The following is added to Sec 5-59:

"**Sec. 5-59 Amendments to 2015 International Swimming Pool and Spa Code**

The following amendments to the 2015 International Swimming Pool and Spa Code adopted in section 5-56 are hereby adopted:

(1) Section 101.1 Title is amended by deleting [Name of Jurisdiction] and replacing it with "the City of Gallatin, Tennessee".

(2) Section 105.6.2. Fee Schedule is amended by deleting [Jurisdiction to insert appropriate schedule] and replacing it with the following:

Building Permit Fee Schedule

Building Permits

One- & Two-Family Dwellings*

Up to 3,000 sq ft	$0.27 per sq ft heated
3,001 to 5,000 sq ft	$0.32 per sq ft heated
5,001+ sq ft	$0.35 per sq ft heated
Manufactured Home	$100.00
Addition	$0.15 per sq ft
Re-inspection Fee	$30.00 per occurrence after the 1st one

*Permits will incur a $0.03 per sq ft fee for Plan Review.

Other

Remodel	Valuation x 1%
Detached Non-Living	$0.10 per sq ft
Deck	$50.00
Pool-Above Ground	$25.00
Pool-In Ground	$25.00 + (Valuation x 1.0%)

Demolition	$100.00
Moving	$100.00
Re-inspection Fee	$30.00 per occurrence after the 1st one

Commercial

Up to $500,000	Valuation x 1.0%
$500,001 to $750,000	Valuation x 0.80%
$750,001 to $1,000,000	Valuation x 0.75%
$1,000,001 to $3,000,000	Valuation x 0.50%
$3,000,001 to $7,500,000	Valuation x 0.33%
$7,500,001+	Valuation x 0.25%
Re-inspection Fee	$50.00 per occurrence after the 1st one

Commercial building permits will incur a structural Plan Review fee of 50% of the permit.

Industrial

$50 per estimated number of inspections needed to complete the project.

Industrial building permits will incur a structural Plan Review fee of valuation x 0.125%.
**All permits, including re-inspections, will incur a $10.00 administrative fee.
All permit fees include initial inspection and one (1) re-inspection at no additional charge.
Minimum permit fee will be $50.00, except on pool permits.
Valuation based on contract price.

(3) Section 105.6.3 Fee Refunds paragraph 2 and paragraph 3 are amended by deleting [Specify percentage] and replacing it with "80%". Paragraph 4 is amended by deleting "180 days" and replacing it with "30 days".

(4) Section 107.4 Violation Penalties is amended by deleting the section in its entirety.

(5) Section 107.5 Stop Work Orders is amended by deleting the last sentence of the paragraph in its entirety.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that, in addition to the 2015 International Swimming Pool and Spa Code, Chapter 4 Public Swimming Pools, Section 409 Specific Safety Features, all public swimming pools built within the city limits

and planning region of the City of Gallatin will require the installation of an approved fire alarm pull station within the pool vicinity that communicates directly with the main alarm system; and,

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect from and after its final passage, the public welfare requiring such.

PASSED FIRST READING:

PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

APRIL 12, 2016

DEPARTMENT: **BUILDING CODES** **AGENDA #**

SUBJECT:
Ordinance adopting 2015 International Swimming Pool and Spa Code

SUMMARY:

RECOMMENDATION:

ATTACHMENT:

☐ **Resolution**	☐ **Correspondence**	☐ **Bid Tabulation**
☒ **Ordinance**	☐ **Contract**	☐ **Other**

Approved __X__
Rejected _____
Deferred _____

Notes:

ORDINANCE NO. O16Ø4-24

AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING AN APPROXIMATE 37.62 (+/-) ACRE PARCEL (TAX MAP 112 PARCEL 18.00), FROM (A)-AGRICULTURAL RESIDENTIAL DISTRICT TO (IR)-INDUSTRIAL RESTRICTIVE DISTRICT, LOCATED EAST OF AIRPORT ROAD AND SOUTH OF BROADWAY; AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property submitted a complete application to rezone a 37.62 (+/-) acre lot, located in the City of Gallatin, Tennessee; and

WHEREAS, the proposed zoning map amendment will conform to the general plan of the area, including the established Airport Road Industrial Special District, if the Planning Commission approves the requested change from the Suburban Emerging Neighborhood Character Area to the Airport Road Industrial Special District, and that the public necessity, convenience, and the general welfare, will be served by approving the proposed amendment; and

WHEREAS, the property proposed for rezoning has adequate public utilities, infrastructure and private or municipal services necessary to serve the existing and proposed development and population permitted by the requested zoning or such necessary services and facilities will be provided upon development of the property; and

WHEREAS, the proposed rezoning will provide opportunities for industrial development consistent with development to the south and west.

WHEREAS, the proposed rezoning will be compatible with surrounding environment and will protect the public health, safety and welfare and will not be injurious to other property or improvements in the area in which the property is located; and

WHEREAS, the Gallatin Municipal-Regional Planning Commission has reviewed and recommended approval of the proposed rezoning in GMRPC Resolution 2016-27; and

WHEREAS, a public hearing was held following public notice as prescribed by the Gallatin Zoning Ordinance and Tennessee Code Annotated §13-7-203; and

WHEREAS, the City Council has approved by majority vote of the members present the rezoning request of the described property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE as follows:

Section 1. The City Council of the City of Gallatin does hereby approve rezoning a 37.62 (+/-) acre parcel from the (A)-Agricultural– Residential District to the (IR) Industrial Restrictive, as described in Exhibits 'A'.

Section 2. The City Council of the City of Gallatin does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as herby rezoned.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provision or applications of this ordinance which can be given without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption, the public welfare requiring such.

PASSED FIRST READING:

PASSED SECOND READING:

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_____
SUSAN HIGH-MACAULEY
CITY ATTORNEY

Exhibit 'A' – Legal Description of the property.

EXHIBIT 'A'

The Jessie Moncrief, Douglas Cornwell, Polly Ragland, Patricia Thomas, and Linda Ramsey Property as recorded in Record Book 1037, Page 866, Register's Office of Sumner County, Tennessee

INDUSTRIAL RESTRICTIVE (IR) PROPERTY - LEGAL DESCRIPTION

Being a certain tract or parcel of land lying and being in the 10th Civil District of Sumner County, Tennessee and being more particularly described as follows:

Beginning at a 1/2" Rebar (Old), said Rebar being located in the eastern right-of-way of Airport Road (right-of-way width varies), being the northwest corner of Solon, LLC. (RB.2963/P.409), and being the southwest corner of the herein described tract;

Thence, leaving the northern line of said Solon, LLC., and with the eastern right-of-way of said Airport Road for the following three (3) calls: 1.) N 23°16'27" W, 393.00' to a point; 2.) N 11°31'27" W, 156.67' to a point; an 3.) N 36°15'18" W, 69.87' to a Wooden Fence Post, said Wooden Fence Post being the southwest corner of Gene W. & Kathryn S. Brown (RB.3220/P.278);

Thence, leaving the eastern right-of-way of said Airport Road and with the land of said Brown for the following two (2) calls: 1.) N 51° 01 '03" E, 403.17' to a 1/2" Rebar (Old); and 2.) N 38° 58' 22" W, 894.45' to a Wooden Fence Post, said Wooden Fence Post being located in the southern right-of-way of Alpha Drive (50' right-of-way), and being the northwest corner of the herein described tract;

Thence, leaving the eastern line of said Brown and with the southern right-of-way of said Alpha Drive, S 83°47'20" E, 39.83' to a 1/2" Rebar (Old), said Rebar being the southwest corner of Lot 23 on the plat entitled" Eastwood Estates" (PB.7/P.11);

Thence, leaving the eastern right-of-way of said Alpha Drive and with the southern line of said plat for the following three (3) calls: 1.) S 82°58'19" E, 485.18' to a 1/2" Rebar (Old); 2.) S 83°27'01" E, 382.70' to a 1" Iron Pipe (Old); and 3.) S 84°14'08" E, 244.43' to a 3/4" Iron Pipe (Old), said Iron Pipe being the southeast corner of Lot 12 of said plat, and being the southwest corner of Eugene & Betty Sisco (RB.2697/P.652);

Thence, leaving the eastern line of said Lot 12 and with the southern line of said Sisco for the following three (3) calls: 1.) S 83°47'49" E, 80.67' to a 1" Iron Pipe (Old); 2.) S 69°11'29" E, 67.01' to a Metal Fence Post; and 3.) S 52°59'25" E, 350.29' to a 1" Iron Pipe (Old), said Iron Pipe being located in the western line of Daniel Hurst and Robert C. Helson (RB.4039/P.28), and being the northeast corner of the herein described tract;

Thence, leaving the southern line of said Sisco and with the western line of said Hurst and Helson, S 10°12'16" W, 1287.17' to a 1/2" Rebar (Old), said Rebar being the northeast corner of Solon, LLC., and being the southeast corner of the herein described tract;

Thence, leaving the western line of said Hurst and Helson, and with the northern line of said Solon, LLC. for the following two (2) calls 1.) N 81°52'26" W, 746.04' to a 1/2" Rebar (Old); and 2.) N 82°16'41" W, 124.55' to the point of beginning, containing **37.62 Acres by Survey**. Actual field survey performed under the direct personal supervision of Taylor L. Dillehay, RL.S. # 2597, Whittenburg Land Surveying, LLC, 214 East Stevens Street, Cookeville, Tennessee on February 12, 2016.

Being the same property as conveyed to Jessie Moncrief, Douglas Cornwell, Polly Ragland, Patricia Thomas and Linda Ramsey in Record Book 1037 Page 866 of the Sumner County Register's Office, Gallatin, Tennessee, which is the previous and last conveyance.

This property is subject to any easements, right-of-ways, restrictions, and etc. that a current title search would reveal.

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

April 12, 2016

DEPARTMENT: **PLANNING DEPARTMENT** **AGENDA #** 8

SUBJECT:
Ordinance No. O16Ø4-24 of the City of Gallatin, Sumner County, Tennessee, amending the zoning on a 37.62 (+/-) acre parcel from the (A) Agricultural Residential District to the (IR) Industrial Restrictive district.

SUMMARY:
An Ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning an approximate 37.62 (+/-) acre parcel, from Agricultural-Residential (A) District to Industrial Restrictive (IR) District, located east of Airport Road and south of Broadway (US 31E); Authorzing the revision to be indicated on the official Zoning Atlas; Repealing conflicting ordinances; providing for severability; and providing an effective date.

The Gallatin Municipal-Regional Planning Commission recommended approval of Resolution 2016-27 at the March 28, 2016 Meeting. (3-1573-16)

RECOMMENDATION:

ATTACHMENT:

- [ ] **Resolution**
- [x] **Ordinance**
- [ ] **Correspondence**
- [ ] **Contract**
- [ ] **Bid Tabulation**
- [x] **Other**

Approved [✓]
Rejected [ ]
Deferred [ ]

Notes:

Approved

ORDINANCE NO. O1604-25

AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, APPROVING AN AMENDMENT OT THE GALLATIN ZONING ORDINANCE, ARTICLE 8.00, SECTION 08.03, TO PERMIT CONSTRUCTION SALES AND SERVICES WITH CONDITIONS AS A COMMERCIAL ACTIVITY IN THE CG - COMMERCIAL GENERAL ZONING DISTRICT; AUTHORIZING THE REVISION TO BE MADE TO THE ZONING ORDINANCE; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the zoning code text amendment is in agreement and consistent with the recommendations of the *Gallatin on the Move 2020* General Development and Transportation Plan, and

WHEREAS, Tennessee Code Annotated, Title 13, Chapter 7, Section 204 authorizes the City to amend its zoning code as necessary upon first being reviewed by the Planning Commission, and

WHEREAS, the Gallatin Municipal-Regional Planning Commission, pursuant to Section 15.07.040 of the Gallatin Zoning Ordinance has reviewed and recommended approval of these amendments in GMRPC Resolution 2016-48; and

WHEREAS, the City Council of the City of Gallatin is authorized under Tennessee Code Annotated Title 13, Chapter 7, Section 201 to adopt Zoning regulations for the betterment of the city, and

WHEREAS, notice and public hearing before the Gallatin City Council has or will occur before final passage of these amendments pursuant to Section 15.07.060 of the Gallatin Zoning Ordinance and Tennessee Code Annotated, Section 13-7-203;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that Article 8.00, Provisions for Commercial Districts, Section 08.03, of the Zoning Ordinance of Gallatin, Tennessee is hereby amended as described in Exhibit 'A':

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE that the Gallatin City Council hereby concurs with the recommendation of the Gallatin Municipal-Regional Planning Commission as described in GMRPC Resolution 2016-48; and

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this ordinance shall take effect on final passage, the public welfare requiring such.

PASSED FIRST READING:

PASSED SECOND READING:

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_____

SUSAN HIGH-MCAULEY
CITY ATTORNEY

EXHIBIT 'A'

08.03 Intent and Purpose of CG - Commercial General District

This class of district is designed primarily to provide sufficient space in appropriate locations for establishments and uses engaged in wholesale trade, the warehousing of a wide variety of products having the highest performance standards and the least objectionable characteristics, and services ancillary thereto. Other commercial uses are also permitted. As these activities tend to generate relatively large volumes of traffic and have other characteristics detrimental to residential districts, their locations should be removed from the proximity of residential districts insofar as possible.

Section 08.03.010 Uses and Structures

A. Principal Permitted Uses and Structures - Within the General Commercial Districts as shown on the Gallatin Municipal and Regional Zoning Maps, the following activities, as described in Section 03.07 are permitted:

Community Facility Activities
- Essential Service
- Non-assembly Cultural
- Administrative
- Utility and Vehicular

Commercial Activities
- Convenience Sales and Service
- Automotive Parking
- Transient Habitation
- Food Service
- Financial, Consulting, and Administrative
- Business and Communication Service
- Undertaking Service
- Food Service - Drive-in
- Automotive Servicing
- General Retail Sales and Service
- Consumer Laundry and Repair
- Retail Business Supply
- Group Assembly-Limited
- Automotive Repair and Cleaning
- Animal Care
- Vehicular, Craft, and Related Equipment Sales, Retail and Delivery
- Research Service
- Transport and Warehousing
- Wholesale Sales
- Limited Newspaper and Periodical Printing
- Limited Warehousing
- General Personal Services
- Medical Services
- Manufacturing Activities Limited

Construction Sales and Services with the following conditions:

1. The use shall have direct access to an arterial, collector roadway as classified on the official Major Thoroughfare Plan or a local street capable of accommodating heavy truck traffic as determined by the Engineering Division. However, no such use shall be permitted with direct access to US 31E or to a lot or parcel fronting on US Highway 31E.
2. All required landscape buffers, per Article 13, Section 13.04, shall be installed on the property. If a residential use is located adjacent to the property the required buffer yard shall be no less than 30 feet in width.
3. The property or properties shall be adjacent to a railroad right-of-way to provide an option for direct service by rail.
4. Driveways to/from the site shall be design with appropriate radii for large truck access and meet the access management spacing requirements of the City.
5. No in-operable vehicles shall be stored on the property.
6. Inventory shall not be stacked or elevated above 8 feet in height from the ground for a distance of no less than 30 feet from any property boundary. In no case shall stacked materials exceed 30 feet in height.
7. An opague fence or wall shall be provided along adjacent private properties.

B. Permitted Accessory Uses and Structures

1. Signs in accordance with the regulations contained in Section 13.07.
2. Accessory off-street parking and loading facilities as required in Article 11.00.
3. Accessory facilities and buildings customarily incidental and appurtenant to a permitted use provided that such accessory facilities and buildings are carried out on the same zone lot and are not otherwise prohibited.

C. Conditional Uses - The following activities may be permitted only as conditional uses in accordance with Section 15.06:

Commercial Activities
- Group Assembly Extensive
- Automotive Disassembly, Parts Recycling, and Materials Recovery Operations

Community Facility Activities
- Intermediate Impact
- Extensive Impact
- Limited Child and Adult Care
- Place of Worship

D. Prohibited Uses and Structures - Any uses or structures not of a nature specifically permitted herein, and any use not conforming to the performance standards set forth in Article 13.00 of this Ordinance are prohibited.

08.03.020 Bulk Regulations

Maximum Lot Coverage - 50 percent
Maximum Floor Area Ratio - 2.0
Minimum Building Setback - 50 feet

08.03.030 Area Regulations

Minimum Lot Area - 10,000 square feet
Minimum Front Yard - 10 feet
Minimum Side Yard - 10 feet
Minimum Rear Yard - 20 feet

08.03.031 Height Regulation - Maximum Height 60 feet

08.03.040 Use of Required Yard

A. Landscaping - All required yard areas not occupied by sidewalks, and driveways shall be devoted to landscaping as defined in Sections 13.04 and 13.05.

B. Driveways - Provided that no driveway shall occupy more than half of any required yard.

C. Sidewalks - Provided that no sidewalk shall occupy more than half of any required yard.

08.03.050 Special Conditions for Automotive Disassembly, Parts Recycling, and Materials Recovery Operations

A. The operation of the facility shall be conducted completely inside an enclosed structure or building.

B. There shall be no outdoor storage of parts, inoperative vehicles, bins, shipping containers, and related materials of any type.

C. The facility shall front on either a collector street, or arterial street as classified on the official Major Thoroughfare Plan.

D. The facility must comply at all times with the various performance standards cited within Section 13.02, 15.02.040 of this Ordinance. Particular emphasis shall be placed on the noise standards as enumerated in 13.02.02.

E. All parking areas and driveways shall be paved.

F. The location and site shall be situated so that fencing, screening, and landscaping can be provided as appropriate.

G. A site plan for the facility must also be approved by the Planning Commission.

H. Any required fences, berms, and landscape buffer strips shall be maintained in a neat and attractive manner.

I. The minimum lot size shall be adequate to protect adjacent properties and land uses, as well as to provide for adequate aisle widths for trucks to adequately service the facility.

J. All required State and Federal permits shall be secured as a condition of approval.

RESOLUTION NO. R16Ø4-17

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS BY THE CITY OF GALLATIN, TENNESSEE
GREENSBORO VILLAGE, PHASE 6, SECTION 1

WHEREAS, THE CITY OF GALLATIN PLANNING COMMISSION has recommended acceptance by the City of Gallatin of the public improvements in the development hereinafter named Greensboro Village, Phase Six, Section One; and

WHEREAS, THE CITY OF GALLATIN ENGINEERING DIVISION hereby certifies that the public drainage infrastructure, rights-of-way, and public easements in the Greensboro Village, Phase Six, Section One have been satisfactorily completed and have been installed in accordance with the approved plans and specifications and that there has been full compliance with the City of Gallatin Subdivision Regulations; and

WHEREAS, THE CITY OF GALLATIN PUBLIC UTILITIES DEPARTMENT hereby certifies that the public utility improvements in the development described hereafter have been satisfactorily completed and have been installed in accordance with the approved plans and specifications and that there has been full compliance with the City of Gallatin Subdivision Regulations and City of Gallatin Municipal Code.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, pursuant to Chapter 3, Section 3-105, et seq. of the Subdivision Regulations of Gallatin, Tennessee, that the public drainage infrastructure, rights-of way, public easements, and public utility improvements, as described in Greensboro Village, Phase Six, Section One, Plat Book 24, Page(s) 12, recorded December 13, 2006 in the Register's Office for Sumner County, are hereby accepted by the City of Gallatin, Tennessee.

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that this Resolution shall take effect from and after its final passage, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE:

NAY:

DATED:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

GMRPC Resolution No. 2016-40

A RESOLUTION OF THE GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION RECOMMENDING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS FOR NOAH LANE AND CHLOE DRIVE LOCATED IN GREENSBORO VILLAGE PHASE SIX, SECTION ONE TO THE GALLATIN CITY COUNCIL – (PC 5-1590-16)

WHEREAS, THE CITY OF GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION approved the final plat for Greensboro Village Phase Six, Section One and recorded in Plat Book 24, page 12, R.O.S.C., Tennessee on December 13, 2006; and

WHEREAS, the subject public improvements have been completed and the City has determined that the public improvements were constructed to the design standards and specifications of the City; and

WHEREAS, THE CITY OF GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION considered the request to accept public improvements in Greensboro Village Phase Six, Section One submitted by the applicant, Darnall Surveying, at its regular meeting on March 28, 2016; and

WHEREAS, THE CITY OF GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION reviewed the application materials and supporting documentation submitted by the applicant, the analysis, findings and recommendations presented by City Staff and in the Planning Commission Staff Report and the evidence and testimony presented during the meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION as follows.

Section 1. The Gallatin Municipal-Regional Planning Commission in its deliberations makes the following findings pursuant to TCA § 13-3-406 and 13-4-307:

1. The request for acceptance of public improvements described above is in agreement with the requirements of the Gallatin Subdivision Regulations.

2. By accepting the public improvements the legal purposes for which zoning and subdivision regulations exists are not contravened.

3. By accepting the public improvements will not be an adverse effect upon adjoining property owners or any such adverse effect can be justified by the public good or welfare.

4. By accepting the public improvements no one property owner or small group of property owners will benefit materially from the acceptance to the detriment of the general public.

Section 2. Action – The Gallatin Municipal-Regional Planning Commission hereby recommends approval of the request to accept public improvements in Greensboro Village Phase Six, Section One to the Gallatin City Council with the following conditions:

1. Correct the certification letter submitted by the land surveyor to Phase Six, Section One.
2. The owner and applicant shall submit a maintenance surety in the amount of $35,000 to the Planning Department.

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE MUNICIPAL-REGIONAL PLANNING COMMISSION that this resolution shall take effect from and after its final passage, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING

AYE: 6

NAY: 0

DATED: 03/28/2016

Dick Dempsey, Chairman

Johnny Wilson, Secretary

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

Gallatin Municipal-Regional Planning Commission
ZONING PERMIT & ACTION FORM

DATE:	March 29, 2016
TO:	Mr. Tom Darnall Darnall Surveying 1131 Pine Hurst Drive Gallatin, TN 37066
FROM:	Planning Department
RE:	March 28, 2016, Gallatin Municipal-Regional Planning Commission Meeting **Greensboro Village, Phase Six, Section One; Public Improvements Acceptance (PC File 5-1590-16)**

Box to contain Staff Approval stamp once all Conditions of Approval have been satisfied.

At the above referenced meeting, the **Public Improvements Acceptance** was:

☐ APPROVED

☒ APPROVED WITH CONDITIONS

☐ DENIED

☐ DEFERRED

Conditions of Approval (*checked when satisfied*):

1. ☐ The owner and applicant shall submit a maintenance surety in the amount of $35,000 to the Planning Department.

cc: Mr. L.A. Green
File #5-1590-16

132 West Main Street Gallatin, TN 37066-3244 (615) 451-5796 Fax (615) 452-0348

ATTACHMENT 11-4

ITEM 11

SURVEYOR'S NOTES:

1. THIS SURVEYOR WAS NOT FURNISHED WITH A TITLE SEARCH OR TITLE POLICY, THEREFORE THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THIS SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS THAT WOULD AFFECT THE SUBJECT PROPERTY. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH.
2. DEED REFERENCE: SUMNER REGIONAL HEALTH SYSTEMS, INC R.B. 1501, PG 329, R.O.S.C., TN
3. MAP AND PARCEL NUMBERS SHOWN REFER TO THE SUMNER COUNTY TAX ASSESSOR'S MAPS. THE SUBJECT PROPERTY SHOWN ON THIS PLAT IS PART OF PARCELS 16.02 & 18.03, ON TAX MAP 135
4. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM SURFACE IMPROVEMENTS, UTILITY COMPANY RECORDS, AND/OR PLANS BY OTHERS. ACTUAL FIELD LOCATIONS AND SIZES OF THESE LINES SHOULD BE OBTAINED PRIOR TO ANY CONSTRUCTION ON THIS SITE. ADDITIONAL BURIED UTILITIES AND/OR STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES AND/OR STRUCTURES. BEFORE ANY EXCAVATION HAS BEGUN ON THIS SITE CALL 1-800-351-1111 FOR UNDERGROUND UTILITY LOCATIONS.
5. ALL BUILDINGS, SURFACE IMPROVEMENTS, AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THIS SITE ARE NOT NECESSARILY SHOWN HEREON
6. SUBSURFACE AND/OR ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
7. BEARINGS SHOWN ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM - ZONE 4100, NAD 1983.
8. A REVIEW OF F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 47165C0407D & 47165C0426D, EFFECTIVE DATE SEPTEMBER 20, 2006 SHOWS NONE OF THIS PROPERTY TO BE WITHIN THE 100 YEAR FLOOD PLAIN
9. THIS IS A CATEGORY I SURVEY IN COMPLIANCE WITH THE RULES OF THE STATE OF TENNESSEE, BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0820-3, STANDARDS OF PRACTICE. THE ERROR OF CLOSURE FOR THE UNADJUSTED FIELD SURVEY IS BETTER THAN 1 : 10,000.
10. THIS PROPERTY IS ZONED "MRO-PUD" AS OF THE DATE OF THIS SURVEY
11. THE PURPOSE OF THIS PLAT IS TO CREATE 2 BUILDABLE LOTS AND ESTABLISH ROAD RIGHTS OF WAY AS SHOWN.

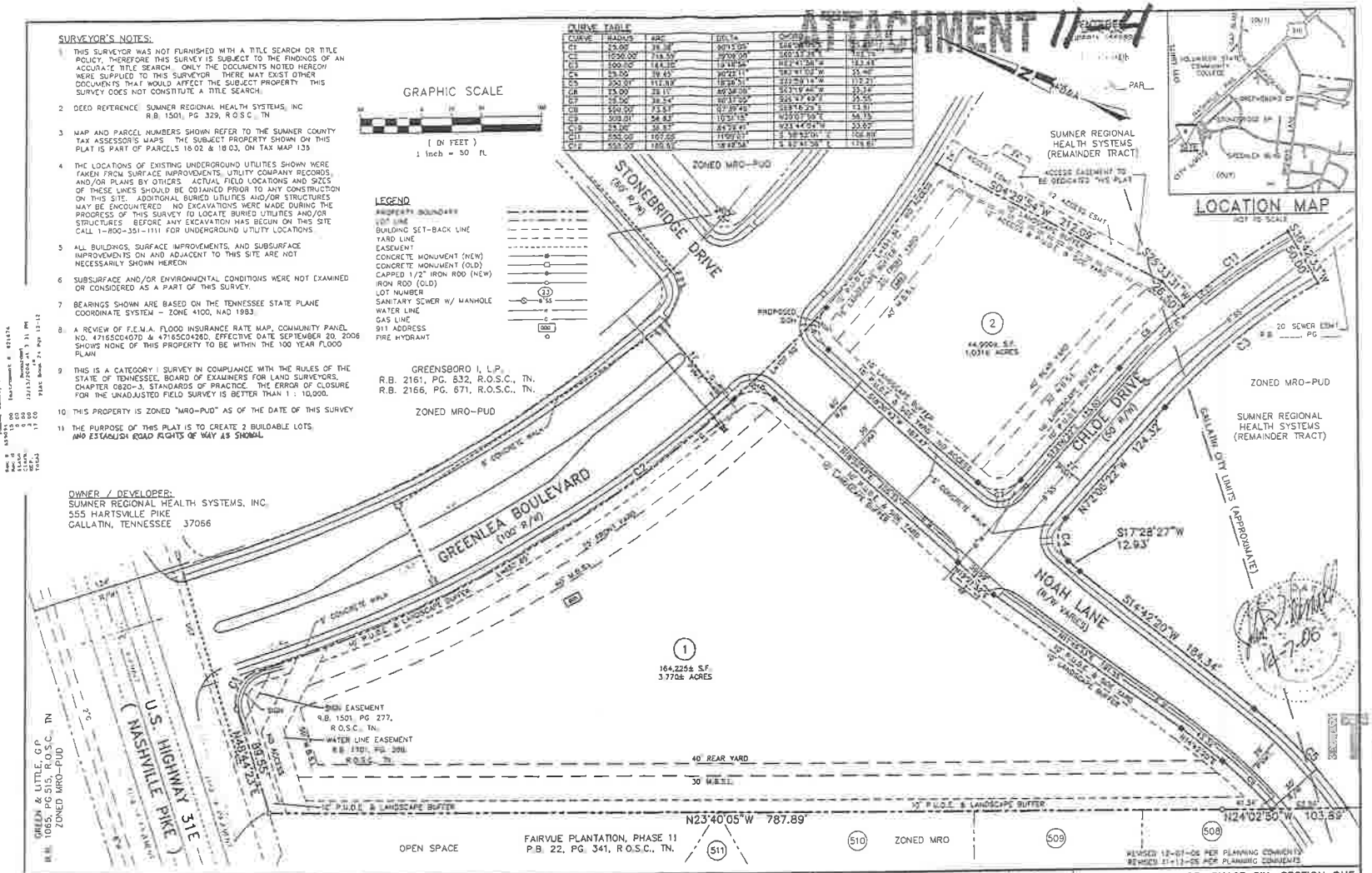
GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

CURVE TABLE				
CURVE	RADIUS	ARC	DELTA	CHORD
C1	25.00'	39.38'	90°15'00"	S46°30'55"E
C2	1050.00'	718.59'	39°09'00"	S60°32'35"E
C3	300.00'	144.35'	19°18'50"	N62°47'04"W
C4	25.00'	39.63'	90°22'11"	S62°41'02"W
C5	300.00'	112.89'	18°58'51"	S72°59'14"W
C6	25.00'	39.17'	89°38'08"	S63°19'46"W
C7	25.00'	38.54'	88°37'00"	S65°37'49"E
C8	300.00'	73.53'	02°39'49"	S53°16'25"E
C9	300.00'	54.83'	10°31'13"	N30°07'59"E
C10	25.00'	38.87'	89°08'41"	N23°44'04"W
C11	250.00'	107.05'	24°59'01"	S 38°52'01" E
C12	350.00'	180.61'	29°34'34"	S 42°41'38" E

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- BUILDING SET-BACK LINE
- YARD LINE
- EASEMENT
- CONCRETE MONUMENT (NEW)
- CONCRETE MONUMENT (OLD)
- CAPPED 1/2" IRON ROD (NEW)
- IRON ROD (OLD)
- LOT NUMBER
- SANITARY SEWER W/ MANHOLE
- WATER LINE
- GAS LINE
- 911 ADDRESS
- FIRE HYDRANT



CERTIFICATE OF APPROVAL FOR UTILITY SYSTEMS

I HEREBY CERTIFY THAT THE WATER AND SEWER SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED GREENLEA BOULEVARD, PHASE SIX HAVE BEEN INSTALLED IN ACCORDANCE WITH SUMNER LOCAL AND STATE GOVERNMENT REQUIREMENTS OR A SUFFICIENT BOND IN LIEU HAS BEEN FILED WHICH WILL GUARANTEE SAID INSTALLATION.

WATER SYSTEM 12-08 20 06 — SUPERINTENDENT OF PUBLIC UTILITIES, GALLATIN, TENNESSEE

SEWER SYSTEM 12-08 20 06 — SUPERINTENDENT OF PUBLIC UTILITIES, GALLATIN, TENNESSEE

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN R.B. 1501, PG. 329, R.O.S.C., TENNESSEE AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND THAT EXTENT OF UNCHOKABLE DEDICATION FOR ALL PUBLIC ROADS, UTILITIES AND OTHER FACILITIES HAVE BEEN MADE AS REQUIRED BY THE GALLATIN MUNICIPAL - REGIONAL SUBDIVISION REGULATIONS.

SUMNER REGIONAL HEALTH SYSTEMS — 12/12/06 — Alan Fowler V.P.

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE GALLATIN MUNICIPAL - REGIONAL PLANNING COMMISSION, AND THAT THE MONUMENTS HAVE BEEN OR WILL BE PLACED AS SHOWN HEREON IN THE LOCATIONS IN THOSE REGULATIONS.

12-7-06 — DATE — REGISTERED LAND SURVEYOR

CERTIFICATE OF APPROVAL OF BONDING OF ROADS

I HEREBY CERTIFY (1) THAT ALL DESIGNATED ROADS ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND RECORDING TO SPECIFICATIONS OF THE GALLATIN MUNICIPAL - REGIONAL SUBDIVISION REGULATIONS, OR (2) THAT A PERFORMANCE BOND HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

12/12/06 — DATE — CITY ENGINEER

Darnall & Associates, LLC
LAND SURVEYING - LAND DEVELOPMENT SERVICES & CONSTRUCTION STAKING - DESIGN
13 [illegible] Avenue, Gallatin, Tennessee 37066
Ph 615 206 6942 Fax 615 206 6943 darnallassociates@comcast.net

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE GALLATIN MUNICIPAL - REGIONAL SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

12/12/06 — DATE — SECRETARY, PLANNING COMMISSION

12/12/06 — DATE — CHAIRMAN'S INITIALS

GREENSBORO VILLAGE, PHASE SIX, SECTION ONE	
FINAL PLAT	
GREENLEA BLVD. & STONEBRIDGE DR., CITY OF GALLATIN,	
FOURTH CIVIL DISTRICT, SUMNER COUNTY, TENNESSEE	
TOTAL ACRES = 5.924±	TOTAL LOTS = 2
ACRES OF NEW ROAD = 1.133±	FEET OF NEW ROAD = 1052±
OWNER: SUMNER REGIONAL	CIVIL DISTRICT: FOURTH
SCALE: 1" = 50'	CITY OF GALLATIN
SURVEYOR: DARNALL & ASSOC.	JOB #06-047
SUMNER COUNTY	STATE OF TENNESSEE
DATE: OCTOBER 25, 2006	SHEET NO. 1 OF 1

DRGATTR.DWG

5-1590.16

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

April 12, 2016

DEPARTMENT: **Engineering** **AGENDA # 6**

SUBJECT:
Resolution Accepting Public Improvements for Greensboro Village, Phase 6, Section 1

SUMMARY:
The Planning Commission approved the resolution on March 28, 2016, to accept these public improvements.

RECOMMENDATION:

ATTACHMENT:

☒ **Resolution** ☐ **Correspondence** ☐ **Bid Tabulation**
☐ **Ordinance** ☐ **Contract** ☒ **Other**

Approved ☒
Rejected ☐
Deferred ☐

Notes:

RESOLUTION NO. R1604-18

RESOLUTION APPROVING A BUILDING CODES DEPARTMENT REFUND POLICY

WHEREAS, the City of Gallatin Building Codes Department currently has no formal policy for refunds; and

WHEREAS, the 2009 International Building Code, Section [A] 109.C, and the 2009 International Residential Code, Section 108.5, provide that the building official is authorized to establish a refund policy.

THEREFORE, BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the Refund Policy for Building Permit Fees (exhibit A) is hereby adopted; and

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that this resolution shall take effect upon final passage, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING

AYE: _____

NAY: _____

DATED:

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

_____
SUSAN HIGH-MCAULEY, CITY ATTORNEY

Exhibit A

Refund Policy for Building Permit Fees
City of Gallatin Building Codes Department

I. Purpose – To establish the authority for refunding building permit fees and to set the limits and requirements for such refunds.

II. Background – The 2009 International Building Code Section [A] 109.C and the 2009 International Residential Code Section R108.5 provide that the building official is authorized to establish a refund policy.

III. Scope –
   a. Full refunds will be made for fees that were erroneously collected or paid.
   b. The Building Official may authorize a refund for building permits that have **not** expired and on which **no** work has commenced and **no** inspections have been done.
   c. No refund will be granted for change of contractor or discontinuance of project.
   d. No refund will be granted for plan reviews that have begun.
   e. Credit cannot be applied to new applications.

IV. Procedure –
   a. Other than for erroneous charges, a 20% administrative fee will be retained on any permit refunds of $100.00 or more. For permits under $100.00, a $10.00 administrative fee will be retained.
   b. Refunds may be requested only by the payer of the original permit.
   c. Customer must request a refund in writing within 30 days of permit issuance. Request must include permit number, purpose for refund, and mailing address for refund to be sent.
   d. Refunds will be returned to the customer in the form of a check issued by the Finance Department, within a reasonable and customary time frame, and will be mailed to the address supplied in the refund request.

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

APRIL 12, 2016

DEPARTMENT: **BUILDING CODES** **AGENDA #**

SUBJECT:
Resolution establishing and approving a refund policy for building permit fees.

SUMMARY:

RECOMMENDATION:

ATTACHMENT:

☒ **Resolution**	☐ **Correspondence**	☐ **Bid Tabulation**
☐ **Ordinance**	☐ **Contract**	☐ **Other**

Approved __X__
Rejected _____
Deferred _____

Notes:

RESOLUTION NO. R1604-19

RESOLUTION APPROVING ADOPTION OF AMENDED AND RESTATED CITY OF GALLATIN 401(K) RETIREMENT PLAN

WHEREAS, THE CITY OF GALLATIN, TENNESSEE, wishes to amend and restate the City of Gallatin 401(k) Retirement Plan (the "***Plan***") in order to comply with Internal Revenue Service regulations, certain Federal Acts, and to adopt other changes as required or permitted by law; and

WHEREAS, the Pension Committee of the City of Gallatin, Tennessee, has been appointed as the Plan Administrator of the Plan; and

WHEREAS, the Pension Committee has, after due and deliberate consideration, has determined that the City of Gallatin 401(k) Retirement Plan should be amended and restated as set forth in Exhibit A hereto, to update the Plan to permit in-Plan Roth transfers, to provide for distributions following separation from service after attainment of age 50 for qualified public safety officers, and to adopt other changes as required or permitted by law.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the Amended and Restated City of Gallatin 401(k) Retirement Plan is hereby approved and adopted in the form attached hereto as Exhibit A; and

FURTHER RESOLVED, that any and all actions heretofore taken by the members of the Pension Committee, the Trustees of the Plan, or one of them, in connection with matters to which the preceding resolutions and each of them relate, are hereby ratified, confirmed and approved in all respects as the acts of the City of Gallatin, Tennessee; and

BE IT FURTHER RESOLVED, that in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, the members of the Pension Committee, the Trustees of the Plan, are, and each of them is, hereby authorized and empowered to take all such further action, and to execute and deliver all such further instruments and documents in the name and on behalf of the City of Gallatin, Tennessee, which shall in their judgment be necessary, proper or advisable; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect upon final passage, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE: _____

NAY: _____

DATED: _____

MAYOR PAIGE BROWN

ATTEST:

CONNIE W. KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

16508582.1

THE CITY OF GALLATIN 401(K) RETIREMENT 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.

THE CITY OF GALLATIN 401(K) RETIREMENT PLAN

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THE CITY OF GALLATIN 401(K) RETIREMENT PLAN

THIS PLAN, hereby adopted this _____ day of _____, by The City of Gallatin, Tennessee (herein referred to as the "Employer").

WITNESSETH:

WHEREAS, the Employer heretofore established a 401(k) plan effective October 1, 1984, (hereinafter called the "Effective Date") known as The City of Gallatin Asset Accumulation 401(k) Retirement Plan and which plan shall hereinafter be known as The City of Gallatin 401(k) Retirement Plan (herein referred to as the "Plan") in recognition of the contribution made to its successful operation by its Employees and for the exclusive benefit of its Eligible Employees; and

WHEREAS, under the terms of the Plan, the Employer has the ability to amend the Plan, provided the Trustee joins in such amendment if the provisions of the Plan affecting the Trustee are amended;

NOW, THEREFORE, effective January 1, 2014, except as otherwise provided herein, the Employer in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amends the Plan in its entirety and restates the Plan to provide as follows:

ARTICLE I.
DEFINITIONS

1.1 **"Account"** means any separate notational account established and maintained by the Administrator for each Participant under the Plan. The term "Participant's Account" or "Participant's Account balance" generally means the sum of all Accounts being maintained for the Participant, which represents the Participant's total interest in the Plan. Section 6.8 contains a definition of "Participant's Account Balance" for purposes of that Section. To the extent applicable, a Participant may have any (or all) of the following notational Accounts:

(a) the Elective Deferral Account that shall consist of the sub-Accounts listed below. Unless specifically stated otherwise, any reference to a Participant's Elective Deferral Account will refer to both of these sub-Accounts

(1) the Pre-Tax Elective Deferral Account

(2) the Roth Elective Deferral Account

(b) the Matching Contribution Account

(c) the Nonelective Contribution Account

(d) the In-Plan Roth Transfer Account

(e) the Rollover Account

(f) the Transfer Account

(g) any other account, including an overlapping account or sub-account, necessary for the administration of the Plan

1.2 **"Administrator"** means the Pension Committee designated by the Employer pursuant to Section 2.2 to administer the Plan on behalf of the Employer. The Pension Committee shall consist of two members of the City Council for the City of Gallatin and one employee of the City of Gallatin, each to be appointed by the Mayor of the City of Gallatin subject to approval by the City Council.

1.3 **"Affiliated Employer"** means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Regulations under Code Section 414(o).

1.4 **"Anniversary Date"** means the last day of the Plan Year.

1.5 **"Annual Additions"** means, for purposes of applying the limitations of Code Section 415, the sum credited to a Participant's Accounts for any Limitation Year of (1) Employer contributions; (2) Employee contributions; (3) forfeitures; (4) amounts allocated to an individual medical account, as defined in Code Section 415(1)(2) which is part of a pension or annuity plan maintained by the Employer; (5) amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code Section 419A(d)(3)) under a welfare benefit plan (as defined in Code Section 419(e)) maintained by the Employer; and (6) allocations under a simplified employee pension plan.

Annual Additions do not include the transfers of funds from one plan to another. In addition, the following are not Annual Additions for the purposes of this definition: (1) rollover contributions as defined in Code Sections 401(a)(31), 402(c), 403(a)(4), 403(b)(8), 408(d)(3) and 457(e)(16); (2) repayments of loans made to a Participant from the Plan; (3) repayment of distributions received by an Employee pursuant to Code Section 411(a)(7)(B) (cash-outs) in accordance with Code Section 411(a)(7)(C); (4) repayment of distributions received by an Employee

pursuant to Code Section 411(a)(3)(D) (mandatory contributions); (5) repayment of contributions to a governmental plan (as defined in Code Section 414(d)) as described in Code Section 415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments, (6) Catch-Up Contributions; and (7) employee contributions to a simplified employee pension excludable from gross income under Code Section 408(k)(6).

Annual Additions shall not include restorative payments. A restorative payment is a payment made to restore losses to a plan resulting from actions by fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under ERISA or under other applicable federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from the failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a Department of Labor order, the Department of Labor's Voluntary Fiduciary Correction Program, or a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered annual additions.

Notwithstanding anything in the Plan to the contrary, in the case of an Employer that is exempt from Federal income tax (including a governmental employer), Employer contributions are treated as credited to a Participant's Account for a particular Limitation Year only if the contributions are actually made to the plan no later than the fifteenth day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the employer keeps its books) with or within which the particular Limitation Year ends.

1.6 **"Beneficiary"** means the person (or entity) to whom the share of a deceased Participant's interest in the Plan is payable. Section 6.8 contains a definition of "designated beneficiary" for purposes of that Section.

1.7 **"Catch-Up Contribution"** means, effective January 1, 2002, Elective Deferrals made to the Plan by a Catch-Up Eligible Participant during any taxable year of such Participant that are in excess of:

(a) a statutory dollar limit on Elective Deferrals or Annual Additions as provided in Code Sections 401(a)(30), 402(h), 403(b), 408, 415(c), or 457(b)(2) (without regard to Code Section 457(b)(3)), as applicable; or

(b) a Plan limit on Elective Deferrals which is not a limit provided in (a) above.

Catch-Up Contributions for a Participant for a Participant's taxable year may not exceed the dollar limit on Catch-Up Contributions under Code Section 414(v)(2)(B)(i) for the Participant's taxable year. The dollar limit on Catch-Up Contributions under 414(v)(2)(B)(i) is $1,000 for taxable years beginning in 2002, increasing by $1,000 for each year thereafter up to $5,000 for taxable years beginning in 2006 and later years. After 2006, the $5,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 414(v)(2)(C). Any such adjustments will be in multiples of $500.

1.8 **"Catch-Up Eligible Participant"** means, effective January 1, 2002, a Participant who:

(a) is eligible to defer Compensation pursuant to Section 4.2; and

(b) will attain age fifty (50) or over by the end of the Participant's taxable year.

1.9 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.10 **"Compensation"** means, with respect to any Participant and except as otherwise provided herein, such Participant's wages for the Plan Year (the "determination period") within the meaning of Code Section 3401(a) (for the purposes of income tax withholding at the source) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)) (wages subject to Federal income tax withholding). Compensation for any Self-Employed Individual shall be equal to such individual's Earned Income.

For purposes of this Section, the determination of Compensation shall be made by:

(a) including amounts which are contributed by the Employer pursuant to a salary reduction agreement and which are not includible in the gross income of the Participant under Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b), and employee contributions described in Code Section 414(h)(2) that are treated as Employer contributions. For this purpose, effective January 1, 1998, amounts not includible in gross income under Code Section 125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that the Participant has other health coverage, provided the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(b) excluding pre-participation Compensation paid during the Plan Year while not a Participant in the component of the Plan for which Compensation is being used.

(c) including Post-Severance Compensation.

For Plan Years beginning on or after January 1, 2002, Compensation in excess of $200,000 (or such other amount provided in the Code) shall be disregarded for all purposes other than for purposes of salary deferral elections pursuant to Section 4.2. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 401(a)(17)(B), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any "determination period" of less than twelve (12) months, the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the "determination period" begins multiplied by the ratio obtained by dividing the number of full months in the short 'determination period" by twelve (12). A "determination period" is not less than twelve (12) months solely because a Participant's Compensation does not include Compensation paid during a "determination period" while the Participant was not a Participant in the Plan (or a component of the Plan).

If any Employees are excluded from the Plan (or from any component of the Plan), then Compensation for any such Employees who become eligible or cease to be eligible to participate in the Plan (or in the component of the Plan) during a Plan Year shall only include Compensation while such Employees are Eligible Employees of the Plan (or of such component of the Plan).

For purposes of this Section, if the Plan is a plan described in Code Section 413(c) or 414(f) (a plan maintained by more than one Employer), the limitation applies separately with respect to the Compensation of any Participant from each Employer maintaining the Plan.

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

Effective January 1, 2009, Compensation shall include differential wage payments (as defined in Section 3401(h)(2) of the Code) made by the Employer to a former Participant with respect to any period while that individual is performing qualified military service while on active duty for a period of more than thirty (30) days, regardless of whether that individual returns to employment with the Employer.

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

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

1.13 **"Designated Investment Alternative"** means a specific investment identified by name by the Employer (or such other Fiduciary who has been given the authority to select investment options) as an available investment under the Plan to which Plan assets may be invested by the Trustee pursuant to the investment direction of a Participant.

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

1.15 **"Directed Investment Option"** means a Designated Investment Alternative and any other investment permitted by the Plan and the Participant Direction Procedures to which Plan assets may be invested by the Trustee pursuant to the investment direction of a Participant.

1.16 **"Disability"** means a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders such Participant incapable of continuing any gainful occupation and which condition constitutes total disability under the federal Social Security Acts.

1.17 **"Early Retirement Date"** This Plan does not provide for a retirement date prior to Normal Retirement Date.

1.18 **"Earned Income"** means with respect to a Self-Employed Individual, the net earnings from self-employment in the trade or business with respect to which the Plan is established, for which the personal services of the individual are a material income-producing factor. Net earnings will be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings are reduced by contributions by the Self-Employed individual to a qualified Plan to the extent deductible under Code Section 404. In addition, net earnings shall be determined with regard to the deduction allowed to the Self-Employed individual by Code Section 164(f).

If any combination of bonuses, commissions, tips, overtime, moving expenses, fringe benefits, or any other element of compensation is excluded from Compensation for the purpose of determining any contribution, then for the purpose of determining the amount of such contribution on behalf of any Self-Employed Individual, such person's Earned Income will be reduced in the same proportion that the "includible compensation" of "common law participants" bears to the "total compensation" of all "common law participants."

For purposes of the preceding paragraph, "common law participant" means a Participant who is neither a Highly Compensated Employee nor a Self-Employed Individual, "includible compensation" means the amount of Compensation taken into account in determining the amount of such contribution for "common law participants," and "total compensation" means the amount of Compensation that would have been taken into account in determining such contribution for "common law participants" if (1) no element of Compensation had been excluded in determining such contribution; and (2) all of the following are included in Compensation: any amount which is contributed by the Employer at the election of the Participant pursuant to a salary reduction agreement and which is not includible in the gross income of the Participant by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b), and employee contributions described in Code Section 414(h)(2) that are treated as Employer contributions.

However, to the extent that the amount of "includible compensation" for "common law participants" includes any amount which is contributed by the Employer at the election of the Participant pursuant to a salary reduction agreement and which is not includible in the gross income of the Participant by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b), and employee contributions

described in Code Section 414(h)(2) that are treated as Employer contributions, then those amounts shall be added back to Earned Income after making the adjustment described in the preceding paragraph.

1.19 **"Elective Deferral"** means any Employer contributions made to the Plan at the election of the Participant in lieu of cash Compensation pursuant to Section 4.2. With respect to any taxable year, a Participant's Elective Deferrals is the sum of all employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement ("CODA") described in Code Section 401(k), any salary reduction simplified employee pension described in Code Section 408(k)(6), any SIMPLE IRA plan described in Code Section 408(p) and any plan described under Code Section 501(c)(18), and any employer contributions made on the behalf of a Participant for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals. Elective Deferrals shall not include any deferrals properly distributed as excess Annual Additions pursuant to Section 4.10(a).

1.20 **"Elective Deferral Account"** means the separate account established and maintained by the Administrator for each Participant with respect to the Participant's total interest in the Plan resulting from Elective Deferrals. Amounts in the Elective Deferral Account are nonforfeitable when made and are subject to the distribution restrictions of Section 4.2(d). The Elective Deferral Account may consist of a Pre-Tax Elective Deferral Account and a Roth Elective Deferral Account. Unless specifically stated otherwise, any reference to a Participant's Elective Deferral Account will refer to both of these sub-Accounts.

1.21 **"Eligible Employee"** means any Employee, except as provided below, and except as provided in any other particular provision for the limited purposes of that provision. The following Employees shall not be eligible to participate in this Plan:

(a) Employees of Affiliated Employers, unless such Affiliated Employers have specifically adopted this Plan in writing.

(b) An individual shall not be an Eligible Employee if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records and out-sourced workers, are neither Employees nor Eligible Employees, and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. However, this paragraph shall not apply to partners or other Self-Employed Individuals unless the Employer treats them as independent contractors.

(c) Unless or until otherwise provided, Employees who became Employees as the result of a "Code Section 410(b)(6)(C) transaction" will not be Eligible Employees until the expiration of the transition period beginning on the date of the transaction and ending on the last day of the first Plan Year beginning after the date of the transaction. A Code Section 410(b)(6)(C) transaction is an asset or stock acquisition, merger, or similar transaction involving a change in the Employer of the Employees of a trade or business that is subject to the special rules set forth in Code Section 410(b)(6)(C).

(d) Employees who are Leased Employees.

(e) Employees whose employment is governed by the terms of a collective bargaining agreement between Employee representatives (within the meaning of Code Section 7701(a)(46)) and the Employer under which retirement benefits were the subject of good faith bargaining between the parties, unless such agreement expressly provides for coverage in this Plan.

1.22 **"Employee"** means any common law employee, Self-Employed Individual, Leased Employee or other person to the extent that the Code treats such an individual as an employee of the Employer for purposes of the Plan, such as (for certain purposes) any person who is employed by an Affiliated Employer.

1.23 **"Employer"** means The City of Gallatin, Tennessee and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. The Employer is a governmental entity, with principal offices in the State of Tennessee. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.24 **"Excess Deferrals"** shall mean those Elective Deferrals of a Participant that either (1) are made during the Participant's taxable year and which exceed the dollar limitation under Code Section 402(g) (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Code Section 414(v)) for such year; or (2) are made during a calendar year and exceed the dollar limitation under Code Section 402(g) (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Code Section 414(v)) for the Participant's taxable year beginning in such calendar year, counting only Elective Deferrals made under this Plan and any other plan, contract or arrangement maintained by the Employer.

1.25 **"Fiduciary"** means any person who (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets; (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan or has any authority or responsibility to do so; or (c) has any discretionary authority or discretionary responsibility in the administration of the Plan.

1.26 **"Fiscal Year"** means the Employer's accounting year of 12 months commencing on July 1 of each year and ending the following June 30.

1.27 **"Forfeiture"** means that portion of a Participant's Account that is not Vested, and which becomes a Forfeiture on the last day of the Plan Year in which a Participant who has severed employment with the Employer incurs five (5) consecutive One-Year Breaks in Service.

In addition, the term "Forfeiture" shall also include amounts deemed to be Forfeitures pursuant to any other provisions of this Plan.

Regardless of the preceding provisions, if a Participant is eligible to share in the allocation of Employer contributions or Forfeitures in the year in which the Forfeiture would otherwise occur, then the Forfeiture will not occur until the end of the subsequent Plan Year.

For purposes of this Plan, any Forfeiture will be disposed of in the Plan Year in which the Forfeiture arises.

1.28 **"Former Employee"** means an Employee who had a severance from employment with the Employer or an Affiliated Employer.

1.29 **"415 Compensation"** with respect to any Participant means such Participant's wages for the Plan Year within the meaning of Code Section 3401(a) (for the purposes of income tax withholding at the source) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). 415 Compensation for any Self-Employed Individual shall be equal to such individual's Earned Income.

Notwithstanding the above, the determination of 415 Compensation shall be made by:

(a) including any Elective Deferrals, and any amount which is contributed by the Employer at the election of the Participant pursuant to a salary reduction agreement and which is not includible in the gross income of the Participant by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b), and employee contributions described in Code Section 414(h)(2) that are treated as Employer contributions. For this purpose, effective January 1, 1998, amounts not includible in gross income under Code Section 125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that the Participant has other health coverage, provided the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(b) including Post-Severance Compensation.

415 Compensation for a Limitation Year shall not include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates. Effective January 1, 2009, 415 Compensation shall include differential wage payments (as defined in Section 3401(h)(2) of the Code) made by the Employer to a former Participant with respect to any period while that individual is performing qualified military service while on active duty for a period of more than thirty (30) days, regardless of whether that individual returns to employment with the Employer.

1.30 **"Hour of Service"** means (1) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer for the performance of duties (these hours will be credited to the Employee for the computation period in which the duties are performed); (2) each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty or leave of absence) during the applicable computation period (these hours will be calculated and credited pursuant to Department of Labor regulation 2530.200b-2, which is incorporated herein by reference); (3) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages (these hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made). The same Hours of Service shall not be credited both under (1) or (2), as the case may be, and under (3).

Notwithstanding (2) above, (i) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (ii) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, or unemployment compensation or disability insurance laws; and (iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of (2) above, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

Each Employee shall be credited with such Employee's actual Hours of Service.

For purposes of this Section, Hours of Service will be credited for employment with any Affiliated Employers. The provisions of Department of Labor regulations 2530.200b-2(b) and (c) are incorporated herein by reference.

1.31 **"In-Plan Roth Transfer"** means the amount that a Participant elects to transfer directly from an Account other than a Roth Elective Deferral Account pursuant to Code Section 402(c)(4)(E) and Section 4.11A.

1.32 **"In-Plan Roth Transfer Account"** means the separate Account established and maintained by the Administrator for a Participant with respect to the Participant's total interest in the Plan resulting from In-Plan Roth Transfers.

1.33 **"Income"** means the gains or losses for the "applicable computation period" allocable to an "excess amount", which amount shall be determined and allocated, at the discretion of the Administrator, using any of the methods set forth below:

(a) **Method of allocating Income**. The Administrator may use any reasonable method for computing the Income allocable to an "excess amount" for the "applicable computation period," provided that the method is used consistently for all Participants and for

all corrective distributions under the Plan for the "applicable computation period," and is used by the Plan for allocating earnings to a Participant's "specific account(s)."

(b) **Alternative method of allocating Income.** The Administrator may allocate Income to an "excess amount" for the "applicable computation period" by multiplying the earnings for the "applicable computation period" allocable to the "Employer contributions" taken into account under the test or limitation giving rise to such "excess amount" by a fraction, the numerator of which is the "excess amount" for the Employee for the "applicable computation period," and the denominator of which is the sum of:

(1) The "specific account(s)" balance(s) taken into account under the test or limitation giving rise to such "excess amount" as of the beginning of the "applicable computation period," and

(2) Any additional amount of such "Employer contributions" made for the "applicable computation period" to the "specific account(s)."

(c) For purposes of calculating the Income attributable to Excess Deferrals of Section 4.2(g), the terms "applicable computation period", "Employer contributions", "excess amount", and "specific account(s)" will have the following substitutions:

(1) The taxable year of the Participant shall be substituted for the "applicable computation period";

(2) Elective Deferrals shall be substituted for "Employer contributions";

(3) Excess Deferrals shall be substituted for "excess amount"; and

(4) The Elective Deferral Account shall be substituted for the "specific account(s)."

1.34 **"Investment Manager"** means any Fiduciary described in ERISA Section 3(38).

1.35 **"Late Retirement Date"** means the first day of the month coinciding with or next following a Participant's actual Retirement Date after having reached Normal Retirement Date.

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

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

1.37 **"Limitation Year"** means the Plan Year. However, the Employer may elect a different Limitation Year only by amending the Plan. All qualified plans maintained by the Employer must use the same Limitation Year. Furthermore, unless there is a change to a new Limitation Year, the Limitation Year will be a twelve (12) consecutive month period. In the case of an initial Limitation Year, the Limitation Year will be the twelve (12) consecutive month period ending on the last day of the initial Plan Year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, then the Plan is treated as if the Plan had been amended to change its Limitation Year.

1.38 **"Matching Contribution"** means any Employer contribution (including a contribution made at the Employer's discretion) to the Plan on account of a Participant's Elective Deferrals.

1.39 **"Matching Contribution Account"** means the separate account established and maintained by the Administrator for each Participant with respect to the Participant's total interest in the Plan resulting from Matching Contributions.

1.40 **"Nonelective Contribution"** means any Employer contribution (including a contribution made at the Employer's discretion) to the Plan, other than a Participant's Elective Deferrals, and Matching Contributions.

1.41 **"Nonelective Contribution Account"** means the separate account established and maintained by the Administrator for each Participant with respect to the Participant's total interest in the Plan resulting from Nonelective Contributions.

1.42 **"Normal Retirement Age"** means the Participant's sixty-fifth birthday. A Participant shall become fully Vested in the Participant's Account upon attaining Normal Retirement Age (if the Participant is still employed by the Employer on or after that date).

1.43 **"Normal Retirement Date"** means the first day of the month coinciding with or next following the Participant's Normal Retirement Age.

1.44 **"One-Year Break in Service"** means the applicable computation period during which an Employee has not completed more than 500 Hours of Service with the Employer. Further, solely for the purpose of determining whether a Participant has incurred a One-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" and "maternity and paternity leaves of absence." Years of Service and One-Year Breaks in Service shall be measured on the same computation period.

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

Furthermore, for purposes of this definition, "maternity and paternity leave of absence means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a One-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for "maternity and paternity leaves of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Administrator is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for "maternity and paternity leaves of absence" shall not exceed the number of Hours of Service needed to prevent the Employee from incurring a One-Year Break in Service.

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

1.46 **"Participant Direction Procedures"** means such instructions, guidelines or policies, the terms of which are incorporated herein, as shall be established pursuant to Section 4.13 and observed by the Administrator and applied and provided to Participants who have Participant Directed Accounts.

1.47 **"Participating Employer"** means an Employer who adopts the Plan pursuant to Section 9.1.

1.48 **"Plan"** means this instrument, including all amendments thereto.

1.49 **"Plan Year"** means the Plan's accounting year of twelve (12) months commencing on January 1 of each year and ending the following December 31.

1.50 **"Post-Severance Compensation"** means the following types of payments paid after an Employee's severance from employment with the Employer (or any other entity that is treated as the Employer pursuant to Code Section 414(b), (c), (m) or (o)), provided such payments are made within two and a half (2½) months after severance from employment (within the meaning of Code Section 401(k)(2)(B)(i)(I)) or by the end of the limitation year that includes the date of such severance from employment:

(a) payments that, absent a severance from employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation,

(b) payments for accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued,

(c) deferred compensation received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the participant had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.

Any payments not described above are not considered compensation if paid after severance from employment, even if they are paid within two and a half (2½) months following severance from employment. Post-Severance Compensation specifically does not include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)), regardless as to whether these payments exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service, or compensation paid to a participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)).

1.51 **"Pre-Tax Elective Deferral Account"** means the portion of a Participant's Elective Deferral Account that is attributable to Pre-Tax Elective Deferrals.

1.52 **"Pre-Tax Elective Deferrals"** means a Participant's Elective Deferrals that are not includible in the Participant's gross income at the time deferred.

1.53 **"Qualified Public Safety Employee"** means a Participant who provides police protection, firefighting services, or emergency medical services for any area within the jurisdiction of the Employer.

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

1.55 **"Retirement Date"** means the date as of which a Participant retires for reasons other than Disability, whether such retirement occurs on a Participant's Normal Retirement Date or Late Retirement Date.

1.56 **"Rollover Account"** means the separate account established and maintained by the Administrator for each Participant with respect to such Participant's interest in the Plan resulting from amounts that are rolled over from another plan or Individual Retirement Account in accordance with Section 4.12. Amounts in the Rollover Account are nonforfeitable when made.

A separate accounting shall be maintained with respect to any portion of the Rollover Account that is attributable to amounts treated as Roth elective deferrals.

1.57 **"Roth Elective Deferral Account"** means the separate account established and maintained by the Administrator for each Participant with respect to the Participant's total interest in the Plan resulting from Roth Elective Deferrals. Amounts in the Roth Elective Deferral Account are nonforfeitable when made and are subject to the distribution restrictions of Section 4.2(d).

1.58 **"Roth Elective Deferrals"** means, effective July 1, 2006, a Participant's Elective Deferrals that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her deferral election.

1.59 **"Self-Employed Individual"** means an individual, other than an independent contractor, who has Earned Income for the taxable year from the trade or business for which the Plan is established, and, also, an individual who would have had Earned Income but for the fact that the trade or business had no net profits for the taxable year. A Self-Employed Individual shall be treated as an Employee.

1.60 **"Terminated Participant"** means a person who has been a Participant, but whose employment has been terminated other than by death, Disability or retirement.

1.61 **"Total Vested Benefit"** means the total Participant's Vested Account balances derived from Employer and Employee contributions, including rollover contributions, whether Vested before or upon death.

1.62 **"Transfer Account"** means the separate account established and maintained by the Administrator for each Participant with respect to the Participant's total interest in the Plan resulting from amounts transferred to this Plan from a direct plan-to-plan transfer in accordance with Section 4.11. To the extent that the Plan is a direct or indirect transferee of a defined benefit or defined contribution pension plan, then the funds transferred to this Plan from such other plan shall be treated as funds that are subject to a life annuity form of payment as well as the survivor annuity requirements of Code Sections 401(a)(11) and 417 (and are part of the Participant's Qualified Pre-Retirement Survivor Annuity Account). The preceding sentence does not apply to amounts rolled over into a Participant's Rollover Account, even if from a pension plan.

1.63 **"Trustee"** means the person or entity named as trustee herein or in any separate trust forming a part of this Plan, and any successors. The Trustees shall be two members of the City Council for the City of Gallatin and one employee of the City of Gallatin, each to be appointed by the Mayor of the City of Gallatin subject to approval by the City Council.

1.64 **"Trust Fund"** means the assets of the Plan and Trust as the same shall exist from time to time.

1.65 **"Valuation Date"** means the Anniversary Date and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of the Participants' Accounts during the Plan Year, which may include any day that the Trustee, any transfer agent appointed by the Trustee or the Employer or any stock exchange used by such agent, is open for business. Nothing in this Plan requires or implies a uniform Valuation Date for all Accounts; thus certain valuation provisions that apply to an Account that is not valued on each business day will have no application, in operation, to an Account that is valued on each business day.

1.66 **"Vested"** means the nonforfeitable portion of any account maintained on behalf of a Participant.

1.67 **"Year of Service"** means the computation period of twelve (12) consecutive months, herein set forth, during which an Employee has at least 1,000 Hours of Service.

For purposes of eligibility for participation, the initial computation period shall begin with the date on which the Employee first performs an Hour of Service. The participation computation period shall shift to the Plan Year which includes the anniversary of the date on which the Employee first performed an Hour of Service. If there is a shift to the Plan Year, then an Employee who is credited with the required Hours of Service in both the initial computation period (or the computation period beginning after a One-Year Break in Service) and the Plan Year which includes the anniversary of the date on which the Employee first performed an Hour of Service, shall be credited with two (2) Years of Service for purposes of eligibility to participate.

For vesting purposes, the computation periods shall be the Plan Year, including periods prior to the Effective Date of the Plan.

The computation period shall be the Plan Year if not otherwise set forth herein.

Notwithstanding the foregoing, for any short Plan Year, the determination of whether an Employee has completed a Year of Service shall be made in accordance with Department of Labor regulation 2530.203-2(c).

Years of Service with any Affiliated Employer shall be recognized.

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

(a) The number of Years of Service equal to the number of One-Year Periods of Service credited to the Employee as of the date of the amendment; and

(b) In the computation period which includes the date of the amendment, a number of Hours of Service (using the Hours of Service equivalency method elected in the Plan) to any fractional part of a year credited to the Employee under this Section as of the date of the amendment.

ARTICLE II.
ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER.

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

(b) **Appointment of Investment Manager**. The Employer may appoint, at its option, an Investment Manager (qualified under the Investment Company Act of 1940 as amended), investment adviser, or other agent to provide investment direction to the Trustee with respect to any or all of the Plan assets. Such appointment shall be given by the Employer in writing in a form acceptable to the Trustee and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have authority to direct the investment.

2.2 DESIGNATION OF ADMINISTRATIVE AUTHORITY.

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

If at any time there is no appointed Administrator, then the Employer shall be the Administrator.

2.3 ALLOCATION AND DELEGATION OF RESPONSIBILITIES.

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

2.4 POWERS AND DUTIES OF THE ADMINISTRATOR.

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

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

(a) the discretion to determine all questions relating to the eligibility of Employees to participate or remain a Participant hereunder and to receive benefits under the Plan;

(b) the authority to review and settle all claims against the Plan, including claims where the settlement amount cannot be calculated or is not calculated in accordance with the Plan's benefit formula. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(c) to compute, certify, and direct the Trustee with respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;

(d) to authorize and direct the Trustee with respect to all discretionary or otherwise directed disbursements from the Trust;

(e) to maintain all necessary records for the administration of the Plan;

(f) to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof,

(g) to determine the size and type of any Contract to be purchased from any insurer, and to designate the insurer from which such Contract shall be purchased;

(h) to compute and certify to the Employer and to the Trustee from time to time the sums of money necessary or desirable to be contributed to the Plan;

(i) to consult with the Employer and the Trustee regarding the short and long-term liquidity needs of the Plan in order that the Trustee can exercise any investment discretion (if the Trustee has such discretion) in a manner designed to accomplish specific objectives;

(j) to prepare and implement a procedure to notify Eligible Employees that they may elect to have a portion of their Compensation deferred or paid to them in cash;

(k) to determine the validity of, and take appropriate action with respect to, any domestic relations order received by it, and

(l) to assist any Participant regarding the Participant's rights, benefits, or elections available under the Plan.

2.5 **RECORDS AND REPORTS.**

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

2.6 **APPOINTMENT OF ADVISERS.**

The Administrator, or the Trustee with the consent of the Administrator, may appoint counsel, specialists, advisers, agents (including nonfiduciary agents) and other persons as the Administrator or the Trustee deems necessary or desirable in connection with the administration of this Plan, including but not limited to agents and advisers to assist with the administration and management of the Plan, and thereby to provide, among such other duties as the Administrator may appoint, assistance with maintaining Plan records and the providing of investment information to the Plan's investment fiduciaries and to Plan Participants.

2.7 **INFORMATION FROM EMPLOYER.**

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

2.8 **PAYMENT OF EXPENSES.**

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

2.9 **MAJORITY ACTIONS.**

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

ARTICLE III.
ELIGIBILITY

3.1 **CONDITIONS OF ELIGIBILITY.**

(a) **Eligibility**. For all Plan purposes, any Eligible Employee who has completed one (1) Year of Service and has attained age 21 shall be eligible to participate hereunder as of the date such Employee has satisfied such requirements. However, any Employee who was a Participant in the Plan prior to the effective date of this amendment and restatement shall continue to participate in the Plan.

3.2 **EFFECTIVE DATE OF PARTICIPATION.**

(a) **Effective date of participation.** An Eligible Employee shall become a Participant effective as of the first day of the Plan Year quarter coinciding with or next following the date such Employee met the eligibility requirements of Section 3.1, provided said Employee was still employed as of such date (or if not employed on such date, as of the date of rehire or, if later, the date that the Employee would have otherwise entered the Plan had the Employee not terminated employment).

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

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

3.3 **DETERMINATION OF ELIGIBILITY.**

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

3.4 **TERMINATION OF ELIGIBILITY.**

In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee with respect to the Plan, then such Participant shall continue to Vest in the Plan for each Year of Service completed while an ineligible Employee, until such time as the Participant's Account is forfeited or distributed pursuant to the terms of the Plan. Additionally, the Participant's interest in the Plan shall continue to share in the earnings of the Trust Fund.

3.5 **REHIRED EMPLOYEES AND BREAKS IN SERVICE.**

(a) **Rehired Employees**. If any Employee becomes a Former Employee due to severance from employment with the Employer and is reemployed by the Employer, then the Former Employee's prior service shall count in the same manner as if severance from employment with the Employer had not occurred. If any Participant ceases to be a Participant due to severance from employment with the Employer and is reemployed by the Employer, then the Participant shall resume participation (in the same manner as if severance from employment with the Employer had not occurred) as of the reemployment date.

(b) **Vesting after five (5) consecutive One-Year Breaks in Service.** After a Participant who has severed employment with the Employer incurs five (5) consecutive One-Year Breaks in Service, the Vested portion of said Participant's Account attributable to pre-break service shall not be increased as a result of post-break service. In such case, separate accounts will be maintained as follows:

(1) one account for nonforfeitable benefits attributable to pre-break service; and

(2) one account representing the Participant's Employer derived account balance in the Plan attributable to post-break service.

3.6 **ELECTION NOT TO PARTICIPATE.**

(a) **Irrevocable election not to participate.** An Employee may, subject to the approval of the Employer, elect voluntarily not to participate in every Qualified Plan maintained by the Employer. Such election must be made prior to the time the Employee first becomes eligible to participate under any Qualified Plan maintained by the Employer. The election not to participate must be irrevocable and communicated to the Employer, in writing, within a reasonable period of time before the date the Employee would

have otherwise entered any Qualified Plan. "Qualified Plan" means, for purposes of this Section, a plan intended to be tax-qualified under Code Section 401(a).

(b) **Prior Plan document provision.** Notwithstanding anything in this Section to the contrary, if any prior Plan document of this Plan contained a provision permitting an Employee to make a revocable election not to participate and an Employee made such revocable election not to participate while that prior Plan document was in effect, then such Employee may irrevocably revoke such election at any time and participate in the Plan.

3.7 **OMISSION OF ELIGIBLE EMPLOYEE; INCLUSION OF INELIGIBLE EMPLOYEE.**

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer for the year has been made and allocated, or any person who should not have been included as a Participant in the Plan is erroneously included, then the Employer shall apply the principles described by, and take corrective actions consistent with, the IRS Employee Plans Compliance Resolution System.

ARTICLE IV.
CONTRIBUTION AND ALLOCATION

4.1 **FORMULA FOR DETERMINING EMPLOYER CONTRIBUTION.**

For each Plan Year, the Employer shall contribute to the Plan:

(a) **Salary reductions.** The amount that all Participants' Compensation was reduced pursuant to Section 4.2(a), which amount shall be Elective Deferrals.

(b) **Matching Contributions.** On behalf of each Participant who is eligible to share in Matching Contributions for the Plan Year, a discretionary Matching Contribution equal to a uniform percentage (to be determined each year by the Employer) of each such Participant's Elective Deferrals.

Except, however, in applying the matching percentage specified above, only salary reductions not in excess of a certain dollar amount or a certain percentage of Compensation, to be determined by the Employer on a uniform basis for all Participants, may be considered.

Matching Contributions shall be determined and any Compensation or dollar limitation used in determining such Matching Contributions shall be based on the payroll period.

Catch-Up Contributions shall be subject to the Matching Contribution.

(c) **Nonelective Contributions.** A discretionary amount, if any, equal to a uniform percentage (to be determined each year by the Employer) of each Participant's Compensation for the year.

(d) **Form of contribution.** All contributions by the Employer shall be made in cash or in such property as is acceptable to the Trustee.

4.2 **PARTICIPANT'S SALARY REDUCTION ELECTION.**

(a) **Deferral elections.** Each Participant may elect to defer a portion of Compensation which would have been received in the Plan Year (except for the deferral election) by up to the maximum amount which will not cause the Plan to violate the provisions of Section 4.9. A deferral election (or modification of an earlier election) may not be made with respect to Compensation which is currently available on or before the date the Participant executed such election. For purposes of this Section, Compensation shall be determined prior to any reductions made pursuant to Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b), and employee contributions described in Code Section 414(h)(2) that are treated as Employer contributions.

Notwithstanding anything in this Plan to the contrary, the Employer may impose a minimum elective deferral percentage of one percent (1%) as an administrative procedure applied on a uniform and consistent basis to all Participants.

For purposes of this Section, the annual dollar limitation of Code Section 401(a)(17) ($200,000 as adjusted) shall not apply except that the Administrator may elect to apply such limit as part of the deferral election procedures established hereunder.

Roth Elective Deferrals. Effective July 1, 2006, a Participant may elect to have all or a portion of the Participant's Elective Deferrals to be Roth Elective Deferrals when contributed to the Plan. These Roth Elective Deferrals are includible in the Participant's gross income at the time deferred and must be irrevocably designated as Roth Elective Deferrals by the Participant in the Deferral Election Agreement. Absent a Participant's affirmative election to have any portion of an Elective Deferral be considered a Roth Elective Deferral, Elective Deferrals shall be treated as Pre-Tax Elective Deferrals.

The amount that is deferred by a Participant shall be subject to the limitations of this Section, shall be an Elective Deferral, and shall be held for such Participant in the Elective Deferral Account.

(b) **Catch-Up Contributions.** Notwithstanding anything in the Plan to the contrary, effective January 1, 2002, each Catch-Up Eligible Participant shall be eligible to make Catch-Up Contributions during the Participant's taxable year in accordance with, and subject to the limitations of, Code Section 414(v). Such Catch-Up Contributions are not subject to the limits on Annual Additions under Code Section 415(c), and are not taken into account under the limit on Elective Deferrals under Code Section 402(g). Catch-Up Contributions may be a dollar amount or a percentage of Compensation for each payroll period not to exceed the applicable dollar limit under Code Section 414(v), pursuant to procedures established by the Administrator. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(k)(3) or 410(b), as applicable, by reason of the making of such Catch-Up Contributions.

(c) **Full vesting.** Each Participant's Elective Deferral Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason.

(d) **Distribution restrictions.** Notwithstanding anything in the Plan to the contrary, effective with respect to distributions and transactions made after December 31, 2001, amounts held in the Participant's Elective Deferral Account may not be distributed except as authorized by other provisions of this Plan, but in no event may such amounts be distributed earlier than:

(1) a Participant's death, disability or other separation from service;

(2) a Participant's attainment of age fifty-nine and a half (59½);

(3) effective beginning with the first Plan Year beginning in 2006, the termination of the Plan without the existence at the time of Plan termination of an alternative defined contribution plan or the establishment of an alternative defined contribution plan by the Employer or an Affiliated Employer within the period ending twelve months after distribution of all assets from the Plan maintained by the Employer. For this purpose, a defined contribution plan is not treated as an alternative defined contribution plan if the plan is an employee stock ownership plan (as defined in Code Section 4975(e)(7) or 409(a)), a simplified employee pension plan (as defined in Code Section 408(k)), a SIMPLE IRA plan (as defined in Code Section 408(p)), a plan or contract that satisfies the requirements of Code Section 403(b), or a plan that is described in Code Sections 457(b) or 457(f). Furthermore, if at all times during the 24-month period beginning 12 months before the date of the Plan's termination, fewer than two percent (2%) of the Participants in the Plan as of the date of Plan termination are eligible under the other defined contribution plan, then the other defined contribution plan is not an alternative defined contribution plan. Distributions from the terminating Plan may only be made in lump sum distributions, pursuant to and defined in Regulation 1.401(k)-1(d)(4)(ii);

(4) the proven financial hardship of a Participant, subject to the limitations of Section 6.12.

(e) **Suspension due to hardship.** In the event a Participant has received a hardship distribution, on or after December 31, 2001 pursuant to Regulation 1.401(k)-1(d)(2)(iv)(B) from this Plan or any other plan maintained by the Employer, then such Participant shall not be permitted to elect to have Elective Deferrals contributed to the Plan for a period of six months following the receipt of the distribution.

(f) **Deferrals limited to Code Section 402(g) dollar limit.** A Participant's "elective deferrals" made under this Plan and all other plans, contracts or arrangements of the Employer maintaining this Plan during any calendar year shall not exceed the dollar limitation. For this purpose, "elective deferrals" means, with respect to a calendar year, the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code Section 401(k), any salary reduction simplified employee pension (as defined in Code Section 408(k)(6)), any SIMPLE IRA plan described in Code Section 408(p), any eligible deferred compensation plan under Code Section 457, any plans described under Code Section 501(c)(18), and any Employer contributions made on the behalf of a Participant for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement. "Elective deferrals" shall not include any deferrals properly distributed as excess "Annual Additions" pursuant to Section 4.9. "Dollar limitation" shall mean the dollar limitation contained in Code Section 402(g) in effect for the Participant's taxable year beginning in such calendar year. In the case of a Participant aged fifty (50) and over by the end of the taxable year, the "dollar limitation" described in the preceding sentence shall be adjusted to include the amount of Elective Deferrals that may be treated as Catch-Up Contributions. The "dollar limitation" contained in Code Section 402(g) is $10,400 for taxable years beginning in 2000 and 2001, increasing to $11,000 for taxable years beginning in 2002 and increasing by $1,000 for each year thereafter up to $15,000 for taxable years beginning in 2006 and later years. After 2006 the $15,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 402(g)(4). Any such adjustments will be in multiples of $500.

(g) **Assigning Excess Deferrals to this Plan.** If a Participant's Elective Deferrals under this Plan together with any elective deferrals (as defined in Regulation 1.402(g)-1(b)) under another qualified cash or deferred arrangement (as described in Code Section 401(k)), a simplified employee pension (as described in Code Section 408(k)(6)), a simple individual retirement account plan (as described in Code Section 408(p)), a salary reduction arrangement (within the meaning of Code Section 3121(a)(5)(D)), or a trust described in Code Section 501(c)(18) cumulatively exceed the "dollar limitation" described in the subsection 4.2(f) of this Section, for such Participant's taxable year, then the Participant may assign to this Plan any Excess Deferrals made during a taxable year of the Participant by notifying the Administrator in writing on or before March 1 following the close of the Participant's taxable year, of the amount of the Excess Deferrals to be assigned to the Plan. A Participant shall be deemed to notify the Administrator of any Excess Deferrals that arise by taking into account only those Elective Deferrals made to this Plan and any other plan, contract, or arrangement of the Employer.

Notwithstanding any other provision of the Plan to the contrary, the Administrator may direct the Trustee to distribute such Excess Deferrals, plus any Income allocable to such Excess Deferrals, to the Participant not later than the first April 15th following the close of the Participant's taxable year. Such a distribution may be made to a Participant to whose account Excess Deferrals were assigned for the preceding year or/and who claims Excess Deferrals for such taxable year or calendar year. Any distribution of less than the entire amount of Excess Deferrals and Income shall be treated as a pro rata distribution Of Excess Deferrals and Income. The amount of the distribution shall not exceed the Participant's Elective Deferrals under the Plan for the taxable year (and any Income allocable to such Excess Deferrals). If a distribution of Excess Deferrals is to be made on or before the last day of the Participant's taxable year, then each of the following conditions must be satisfied:

(1) the distribution must be made after the date on which the Plan received the Excess Deferrals;

(2) the Participant shall designate the distribution as Excess Deferrals; and

(3) the Plan must designate the distribution as a distribution of Excess Deferrals.

Any distribution made pursuant to this Section shall be made first from unmatched Pre-Tax Elective Deferrals and, thereafter, from unmatched Roth Elective Deferrals (unless the Participant elects to reverse that order), and, thereafter, from Pre-Tax Elective Deferrals which are matched, and, thereafter, from Roth Elective Deferrals which are matched, unless the Participant elects to reverse that order.

Matching Contributions that relate to Excess Deferrals (regardless of whether such Excess Deferrals are Pre-Tax Elective Deferrals or Roth Elective Deferrals) which are distributed pursuant to this Section 4.2(g) shall be treated as a Forfeiture.

(h) **Segregation.** Elective Deferrals made pursuant to this Section may be segregated into a separate account for each Participant in a federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate, or other short-term debt security acceptable to the Trustee until such time as the allocations pursuant to Section 4.4 have been made.

(i) **No conditions to receive Elective Deferrals.** Notwithstanding anything herein to the contrary, Participants who terminated employment for any reason during the Plan Year shall share in the Elective Deferrals made by the Employer for the year of termination without regard to the Hours of Service credited.

(j) **Procedures to implement deferral elections.** The Employer and the Administrator may adopt a procedure to implement the salary reduction elections provided for herein. If such procedure is adopted, then the procedure shall include (and shall not be limited to) the following:

(1) A Participant must make an initial salary deferral election, or an election to receive cash in lieu of a salary deferral election, unless the Employer has implemented an automatic deferral election feature. If the Participant fails to make an initial salary deferral election, or an election to receive cash in lieu of a salary deferral election, if the automatic deferral election applies, then such Participant may thereafter make an election in accordance with the rules governing modifications. The Participant shall make such an election by entering into a salary reduction agreement with the Employer and filing such agreement with the Administrator. Such election shall initially be effective beginning with the pay period following the acceptance of the salary reduction agreement by the Administrator (or as soon thereafter as practical), shall not have retroactive effect and shall remain in force until revoked.

(2) A Participant may modify a prior salary deferral election during the Plan Year and concurrently make a new election by filing a notice with the Administrator (in accordance with procedures established by the Administrator) within a reasonable time before the pay period for which such modification is to be effective. However, modifications to a salary deferral election shall only be permitted quarterly, during election periods established by the Administrator prior to the first day of each Plan Year quarter. Any modification shall be implemented as soon as practical after being accepted by the Administrator, shall not have retroactive effect and shall remain in force until revoked.

(3) A Participant may elect to prospectively revoke the Participant's salary reduction agreement in its entirety at any time during the Plan Year by providing the Administrator with thirty (30) days written notice of such revocation (or upon such shorter notice period as may be acceptable to the Administrator). Such revocation shall become effective as of the beginning of the first pay period coincident with or next following the expiration of the notice period (or as soon thereafter as practical).

(4) Any notices or required actions under this subsection may be provided or made in accordance with Section 8.13.

4.3 TIME OF PAYMENT OF EMPLOYER CONTRIBUTION.

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

4.4 **ALLOCATION OF CONTRIBUTION AND USAGE OF FORFEITURES AND EARNINGS.**

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

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

(1) **Elective Deferrals**. With respect to the Elective Deferrals made pursuant to Section 4.1(a), to each Participant's Elective Deferral Account.

(2) **Matching Contributions**. With respect to the Matching Contribution made pursuant to Section 4.1(b), to each Participant's Matching Contribution Account in accordance with Section 4.1(b).

Any Participant employed during the Plan Year shall be eligible to share in the Matching Contribution for the Plan Year.

(3) **Nonelective Contributions**. With respect to the Nonelective Contribution made pursuant to Section 4.1(c), to each Participant's Nonelective Contribution Account in accordance with Section 4.1(c).

(4) **Entitlement to Nonelective Contribution**. Only Participants who are employed on the last day of the Plan Year shall be eligible to share in the discretionary contribution made pursuant to Section 4.1(c) for the year.

(5) **Waiver of conditions to share in Nonelective Contributions**. Notwithstanding the foregoing, Participants who are not employed on the last day of the Plan Year due to Retirement (Normal or Late), Disability and death shall share in the allocation of Nonelective Contributions and Forfeitures for that Plan Year.

(6) **Transfers**. With respect to Transfers made pursuant to Section 4.11, to each Participant's Transfer Account.

(7) **In-Plan Roth Transfers**. With respect to In-Plan Roth Transfers made pursuant to Section 4.11A, to each Participant's In-Plan Roth Transfer Account.

(8) **Rollovers**. With respect to Rollovers made pursuant to Section 4.12, to each Participant's Rollover Account.

(c) **Usage of Forfeitures**. On or before each Anniversary Date, any Forfeitures may be used to satisfy any contribution that may be required pursuant to Section 6.10, or be used to pay any administrative expenses of the Plan. The remaining Forfeitures, if any, shall be allocated in the following manner:

(1) Forfeitures attributable to Matching Contributions made pursuant to Section 4.1(b) shall be treated as Nonelective Contributions and shall be allocated among the Nonelective Contribution Accounts of Participants who are eligible to share in the allocation of Nonelective Contributions for the year, in the same proportion that the Compensation of each such Participant for the year bears to the total Compensation of all Participants for that year.

(2) Forfeitures attributable to Nonelective Contributions made pursuant to Section 4.1(c) shall be treated as Nonelective Contributions and shall be allocated among the Nonelective Contribution Accounts of Participants who are eligible to share in the allocation of Nonelective Contributions for the year, in the same proportion that the Compensation of each such Participant for the year bears to the total Compensation of all such Participants for the year.

However, if the usage of Forfeitures provided herein causes the Annual Additions to any Participant's Account to exceed the maximum permissible amount allowable by Code Section 415, then the excess Annual Additions shall be reallocated in accordance with Section 4.10.

(d) **Allocation of earnings**. As of each Valuation Date, before allocation of one-half of the Employer contributions for the entire Plan Year and after allocation of Forfeitures, any earnings or losses (net appreciation or net depreciation) of the Trust Fund shall be allocated in the same proportion that each Participant's nonsegregated accounts bear to the total of all Participants' nonsegregated accounts as of such date. Earnings or losses with respect to a Participant's Directed Account shall be allocated in accordance with Section 4.13.

(e) **Incoming transfers and rollovers**. Participants' transfers from other qualified plans and rollovers deposited in the general Trust Fund shall share in any earnings and losses (net appreciation or net depreciation) of the Trust Fund in the same manner provided above. Each segregated account maintained on behalf of a Participant shall be credited or charged with its separate earnings and losses.

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

4.5 **ACTUAL DEFERRAL PERCENTAGE TEST.**

As a governmental plan sponsored by a state or local government, this Plan is not subject to the Actual Deferral Percentage Test.

4.6 **ADJUSTMENT TO ACTUAL DEFERRAL PERCENTAGE TEST.**

As a governmental plan sponsored by a state or local government, this Plan is not subject to the Actual Deferral Percentage Test.

4.7 **ACTUAL CONTRIBUTION PERCENTAGE TEST.**

As a governmental plan sponsored by a state or local government, this Plan is not subject to the Actual Contribution Percentage Test.

4.8 **ADJUSTMENT TO ACTUAL CONTRIBUTION PERCENTAGE TEST.**

As a governmental plan sponsored by a state or local government, this Plan is not subject to the Actual Deferral Percentage Test.

4.9 **MAXIMUM ANNUAL ADDITIONS.**

(a) **Maximum permissible amount**. Notwithstanding the foregoing, the maximum Annual Additions credited to a Participant's Accounts for any Limitation Year shall equal the lesser of:

(1) $40,000 adjusted annually as provided in Code Section 415(d) pursuant to the Regulations, or

(2) one-hundred percent (100%) of the Participant's 415 Compensation for such Limitation Year.

The percentage limitation in paragraph (2) above shall not apply to: (1) any contribution for medical benefits (within the meaning of Code Section 419A(f)(2)) after separation from service which is otherwise treated as an annual addition; or (2) any amount otherwise treated as an annual addition under Code Section 415(l)(1).

For any short Limitation Year, the dollar limitation in paragraph (1) above shall be reduced by a fraction, the numerator of which is the number of full months in the short Limitation Year and the denominator of which is twelve (12).

(b) **Reasonable estimate permissible**. Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the Employer may determine the maximum permissible amount for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the maximum permissible amount for the Limitation Year will be determined on the basis of the Participant's actual 415 Compensation for the Limitation Year.

(c) **Excess Annual Additions defined.** For purposes of this Article, the term "Excess Annual Additions" for any Participant for a Limitation Year means a Participant's Annual Additions under this Plan and such other plans of the Employer or Affiliated Employer that are in excess of the maximum permissible amount of Section 4.9 for a Limitation Year. The Excess Annual Additions will be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a simplified employee pension will be deemed to have been allocated first, followed by Annual Additions to a welfare benefit fund or individual medical account, and then by Annual Additions to a plan subject to Code Section 412, regardless of the actual allocation date.

(d) **Annual Additions can cease when maximum permissible amount reached.** If the Employer contribution that would otherwise be contributed or allocated to the Participant's Accounts would cause the Annual Additions for the Limitation Year to exceed the maximum permissible amount, then the amount that would otherwise be contributed or allocated will be reduced so that the Annual Additions for the Limitation Year will equal the maximum permissible amount, and any such amounts which would have been allocated to such Participant may be allocated to other Participants,

(e) **All DC plans treated as one plan**. For the purpose of this Section, all qualified defined contribution plans (regardless of whether such plan has terminated) maintained by the Employer (or a "predecessor employer", as described below) under which the Participant receives Annual Additions during a Limitation Year shall be treated as one defined contribution plan. For purposes of this Section:

(1) A former Employer is a "predecessor employer" with respect to a participant in a plan maintained by an Employer if the Employer maintains a plan under which the Participant had accrued a benefit while performing services for the former Employer, but only if that benefit is provided under the plan maintained by the Employer. For this purpose, the formerly affiliated plan rules in Regulation Section 1.415(f)-1(b)(2) apply as if the Employer and predecessor Employer constituted

a single employer under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship.

(2) With respect to an Employer of a Participant, a former entity that antedates the Employer is a "predecessor employer" with respect to the Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(f) **All Employees of Related Employers treated as employed by one Employer**. For the purpose of this Section, if the Employer is a member of a controlled group of corporations, trades or businesses under common control (as defined by Code Section 1563(a) or Code Section 414(b) and (c) as modified by Code Section 415(h)), is a member of an affiliated service group (as defined by Code Section 414(m)), or is a member of a group of entities required to be aggregated pursuant to Regulations under Code Section 414(o), then all Employees of such Employers shall be considered to be employed by a single Employer, except that for purposes of this Section, the determination shall take into account tax-exempt organizations under Regulation Section 1.414(c)-5, as modified by Regulation Section 1.415(a)-1(f)(1).

(g) **413(c) Plan**. If this is a plan described in Code Section 413(c) (other than a plan described in Code Section 414(f)), then all of the benefits or contributions attributable to a Participant from all of the Employers maintaining this Plan shall be taken into account in applying the limits of this Section with respect to such Participant. Furthermore, in applying the limitations of this Section with respect to such a Participant, the total 415 Compensation received by the Participant from all of the Employers maintaining the Plan shall be taken into account.

(h) (1) **DC Plans with same/different Anniversary Dates**. If a Participant participates in more than one defined contribution plan maintained by the Employer that have different Anniversary Dates, then the maximum permissible amount under this Plan shall equal the maximum permissible amount for the Limitation Year minus any Annual Additions previously credited to such Participant's Accounts during the Limitation Year.

(2) If a Participant participates in both a defined contribution plan subject to Code Section 412 and a defined contribution plan not subject to Code Section 412 maintained by the Employer which have the same Anniversary Date, then Annual Additions will be credited to the Participant's Accounts under the defined contribution plan subject to Code Section 412 prior to crediting Annual Additions to the Participant's Accounts under the defined contribution plan not subject to Code Section 412.

(3) If a Participant participates in more than one defined contribution plan not subject to Code Section 412 maintained by the Employer which have the same Anniversary Date, then the maximum permissible amount under this Plan shall equal the product of (A) the maximum permissible amount for the Limitation Year minus any Annual Additions previously credited under subparagraphs (1) or (2) above, multiplied by (B) a fraction (i) the numerator of which is the Annual Additions which would be credited to such Participant's Accounts under this Plan without regard to the limitations of Code Section 415 and (ii) the denominator of which is such Annual Additions for all plans described in this subparagraph.

(i) **Break-up of an affiliate employer or an affiliated service group**. For purposes of aggregating plans for Code §415, a "formerly affiliated plan" of an employer is taken into account for purposes of apply the Code §415 limitations to the employer, but the formerly affiliated plan is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this paragraph, a "formerly affiliated plan" of an employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 4.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Regulation Section 1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

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

4.10 ADJUSTMENT FOR EXCESS ANNUAL ADDITIONS.

Allocation of Annual Additions to a Participant's Account for a Limitation Year generally will cease in accordance with Section 4.9(d) once the maximum permissible amount of Section 4.9 has been reached for such Limitation Year. However, if the Annual Additions under this Plan would cause Excess Annual Additions for any Participant, then the Excess Annual Additions will be corrected in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance, including, but not limited to, the preamble of the final Code Section 415 Regulations.

4.11 **PLAN-TO-PLAN TRANSFERS (OTHER THAN ROLLOVERS) FROM QUALIFIED PLANS.**

(a) **Transfers into this Plan.** With the consent of the Administrator (such consent must be exercised in a nondiscriminatory manner and applied uniformly to all Participants), amounts may be transferred (within the meaning of Code Section 414(l)) to this Plan from other tax qualified plans under Code Section 401(a), provided that the plan from which such funds are transferred permits the transfer to be made, the funds are not subject to the notice and consent requirements of Code Section 417 (i.e., qualified joint and survivor annuity requirements), and the transfer will not jeopardize the tax exempt status of the Plan or Trust or create adverse tax consequences for the Employer. Prior to accepting any transfers to which this Section applies, the Administrator may require satisfactory evidence that the amounts to be transferred meet the requirements of this Section. The transferred amounts shall be allocated to the Transfer Account of the Participant.

At the time of the transfer, the nonforfeitable percentage of the funds under the transferor plan shall apply, but thereafter shall increase (if applicable) for each Year of Service that the Participant completes after such transfer in accordance with the Vesting provisions of this Plan applicable to the type of Account represented by the transferred funds (e.g., transferred nonelective funds will be subject to the vesting schedule applicable to Nonelective Contributions under this Plan). If the vesting schedule applicable to a Transferred Account changes as a result of this paragraph, such change will be treated as an amendment to the vesting schedule for each affected Participant.

(b) **Accounting of transfers.** The Transfer Account of a Participant shall be held by the Trustee pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as provided in paragraph (d) of this Section. The Trustee shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee under the terms of this Plan.

(c) **Restrictions on elective deferrals.** Except as permitted by Regulations (including Regulation Section 1.411(d)-4), amounts attributable to elective deferrals (as defined in Regulation Section 1.401(k)-6), including amounts treated as elective deferrals, which are transferred from another qualified plan in a plan-to-plan transfer (other than a direct rollover) shall be subject to the distribution limitations provided for in Code Section 401(k)(2) and the Regulations.

(d) **Distribution of Transfer Account.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary shall be entitled to receive benefits, the Transfer Account of a Participant shall be used to provide additional benefits to the Participant or the Participant's Beneficiary. Any distributions of amounts held in the Transfer Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6, including, but not limited to, all notice and consent requirements of Code Section 411(a)(11) and the Regulations thereunder. Furthermore, the Transfer Account shall be considered as part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(e) **Segregation.** The Administrator may direct that Employee transfers made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated or be invested as part of the general Trust Fund or be directed by the Participant pursuant to Section 4.13.

(f) **Separate Accounts.** With respect to each Participant's Transfer Account, separate sub-accounts shall be maintained to the extent necessary to carry out the provisions of this Plan.

4.11A **IN-PLAN ROTH TRANSFERS.**

Effective January 1, 2016, a Participant is permitted to directly transfer all or part of any of his or her Account(s) other than a Roth Elective Deferral Account to an In-Plan Roth Transfer Account in accordance with this Section 4.11A and Code Section 402(c)(4)(E) in the form and manner prescribed by the Administrator. As of each Valuation Date, the In-Plan Roth Transfers made on behalf of each Participant since the prior Valuation Date shall be allocated to such Participant's In-Plan Roth Transfer Account.

4.12 **ROLLOVERS FROM OTHER PLANS.**

(a) **Acceptance of rollovers into the Plan.** This Section applies to a rollover from an eligible retirement plan into this Plan made on or after January 1, 2002. With the consent of the Administrator (such consent must be exercised in a nondiscriminatory manner and applied uniformly to all Participants), the Plan may accept a rollover by Participants, excluding Participants who are no longer employed as an Employee, provided the rollover will not jeopardize the tax-exempt status of the Plan or create adverse tax consequences for the Employer. The rollover amounts shall be allocated to the Rollover Account of the Participant. Furthermore, for a rollover from an eligible retirement plan into this Plan made on or after January 1, 2006, any Roth Elective Deferrals that are accepted as rollovers in this Plan shall be accounted for separately, and must be directly rolled over from a Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent that the rollover is permitted under the rules of Code Section 402(c). The Rollover Account of a Participant shall be 100% Vested at all times and shall not be subject to Forfeiture for any reason.

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

(c) **Distribution of rollovers**. The Administrator, at the election of the Participant, shall direct the Trustee to distribute all or a portion of the amount credited to the Participant's Rollover Account at any time. Furthermore, amounts in the Participant's Rollover Account shall be considered as part of a Participant's benefit in determining whether the $5,000 threshold has been exceeded for purposes of the timing or form of payments under the Plan. Any distributions of amounts that are held in the Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6, including, but not limited to, all notice and consent requirements of Code Section 411(a)(11) and the Regulations thereunder.

(d) **Limits on accepting rollovers**. Prior to accepting any rollovers to which this Section applies, the Administrator may require the Employee to provide evidence that the amounts to be rolled over to this Plan meet the requirements of this Section. The Employer may instruct the Administrator, operationally and on a nondiscriminatory basis, to limit the source of rollovers that may be accepted by the Plan.

(e) **Rollovers maintained in a separate account**. The Administrator may direct that rollovers received after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated or be invested as part of the general Trust Fund or be directed by the Participant pursuant to Section 4.13.

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

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

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

4.13 **PARTICIPANT DIRECTED INVESTMENTS.**

(a) **Directed Investments, allowed**. Participants may, subject to a procedure established by the Administrator (the Participant Direction Procedures) and applied in a uniform nondiscriminatory manner, direct the Trustee, in writing (or in such other form which is acceptable to the Trustee), to invest their entire Accounts in specific assets, specific funds or other investments permitted under the Plan and the Participant Direction Procedures. That portion of the interest of any Participant so directing will thereupon be considered a Participant's Directed Account.

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

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

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

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

(2) to the extent that the assets in the Participant's Directed Account are accounted for as segregated assets, the allocation of earnings, gains and losses from such assets shall be made on a separate and distinct basis.

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

errors or omissions of any service provider). The processing date of a transaction will be binding for all purposes of the Plan and considered the applicable Valuation Date for an investment transaction.

(f) **Direction Procedures**. The Participant Direction Procedures shall provide an explanation of the circumstances under which Participants and their Beneficiaries may give investment instructions, including, but not limited to, the following:

(1) the conveyance of instructions by the Participants and their Beneficiaries to invest Participant Directed Accounts in Directed Investment Options;

(2) the name, address and phone number of the Fiduciary (and, if applicable, the person or persons designated by the Fiduciary to act on its behalf) responsible for providing information to the Participant or a Beneficiary upon request relating to the Directed Investment Options;

(3) applicable restrictions on transfers to and from any Designated Investment Alternative;

(4) any restrictions on the exercise of voting, tender and similar rights related to a Directed Investment Option by the Participants or their Beneficiaries;

(5) a description of any transaction fees and expenses which affect the balances in Participant Directed Accounts in connection with the purchase or sale of Directed Investment Options; and

(6) general procedures for the dissemination of investment and other information relating to the Designated Investment Alternatives as deemed necessary or appropriate, including but not limited to a description of the following:

(i) the investment vehicles available under the Plan, including specific information regarding any Designated Investment Alternative;

(ii) any designated Investment Managers; and

(iii) a description of the additional information which may be obtained upon request from the Fiduciary designated to provide such information.

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

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

ARTICLE V.
VALUATIONS

5.1 VALUATION OF THE TRUST FUND.

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

5.2 METHOD OF VALUATION.

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

ARTICLE VI.
DETERMINATION AND DISTRIBUTION OF BENEFITS

6.1 DETERMINATION OF BENEFITS UPON RETIREMENT.

Every Participant may terminate employment with the Employer and retire for the purposes hereof on the Participant's Normal Retirement Date. However, a Participant may postpone the termination of employment with the Employer to a later date, in which event the participation of such Participant in the Plan, including the right to receive allocations pursuant to Section 4.4, shall continue until such Participant's Late Retirement Date. Upon a Participant's Retirement Date or attainment of Normal Retirement Date without termination of employment with the Employer (subject to the provisions of Section 4.2(d)), or as soon thereafter as is practicable, the Administrator shall direct the distribution, at the election of the Participant, of the Participant's entire Vested interest in the Plan (or any portion thereof), in accordance with Section 6.5.

6.2 DETERMINATION OF BENEFITS UPON DEATH.

(a) **100% Vesting on death.** Upon the death of a Participant before the Participant's Retirement Date or other termination of employment, all amounts credited to such Participant's Account shall become fully Vested.

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

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

(d) **Beneficiary designation**. The Beneficiary of the death benefit payable pursuant to this Section shall be the Participant's surviving spouse. Except, however, the Participant may designate a Beneficiary other than the spouse if:

(1) the spouse has waived the right to be the Participant's Beneficiary; or

(2) the Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect (and there is no enforceable domestic relations order which provides otherwise); or

(3) the Participant has no spouse; or

(4) the spouse cannot be located.

In such event, the designation of a Beneficiary shall be made on a form satisfactory to the Administrator. A Participant may at any time revoke a designation of a Beneficiary or change a Beneficiary by filing written notice (or in such other form as permitted by the Internal Revenue Service) of such revocation or change with the Administrator. However, the Participant's spouse must again consent in writing (or in such other form as permitted by the Internal Revenue Service) to any change in Beneficiary unless the original consent acknowledged that the spouse had the right to limit consent only to a specific Beneficiary and that the spouse voluntarily elected to relinquish such right.

(e) **Beneficiary if no Beneficiary elected by Participant**. In the event no valid designation of Beneficiary exists with respect to all or a portion of the death benefit, or if the Beneficiary of such death benefit is not alive at the time of the Participant's death and no contingent Beneficiary has been designated, then such death benefit will be paid in the following order of priority to:

(1) the Participant's surviving spouse;

(2) the Participant's children, including adopted children, per stirpes;

(3) the Participant's surviving parents, in equal shares; or

(4) the Participant's estate.

If the Beneficiary does not predecease the Participant, but dies prior to distribution of the death benefit, the death benefit will be paid to the Beneficiary's designated Beneficiary (or there is no designated Beneficiary, to the Beneficiary's estate).

(f) **Divorce revokes spousal Beneficiary designation**. Notwithstanding anything in this Section to the contrary, if a Participant has designated the spouse as a Beneficiary, then a divorce decree or a legal separation that relates to such spouse shall revoke the Participant's designation of the spouse as a Beneficiary unless the decree or a domestic relations order provides otherwise or a subsequent Beneficiary designation is made.

(g) **Spousal consent**. Any consent by the Participant's spouse to waive any rights to the death benefit must be in writing (or in such other form as permitted by the Internal Revenue Service), must acknowledge the effect of such waiver, and be witnessed by a Plan representative or a notary public. Further, the spouse's consent must be irrevocable and must acknowledge the specific nonspouse Beneficiary.

6.3 DISABILITY RETIREMENT BENEFITS.

In the event of a Participant's Disability prior to the Participant's Retirement Date or other termination of employment, all amounts credited to such Participant's Account shall become fully Vested. In the event of a Participant's Disability, the Administrator, in accordance with the provisions of Sections 6.5 and 6.7, shall direct the distribution to such Participant of all Vested amounts credited to such Participant's Account.

6.4 DETERMINATION OF BENEFITS UPON TERMINATION.

(a) **Payment on separation from service**. If a Participant separates from service with the Employer for any reason other than death, Disability or retirement, then such Participant shall be entitled to such benefits as are provided hereinafter pursuant to this Section 6.4.

Distribution of the funds due to a Terminated Participant shall be made on the occurrence of an event which would result in a distributable event had the Terminated Participant remained in the employ of the Employer (upon the Participant's death, Disability or Normal Retirement), or upon separation from service after attainment of age 55; provided, however, that in the case of a distribution to a Qualified Public Safety Employee, distribution may be made upon separation from service after attainment of age 50. In addition, at the election of the Participant, the Administrator shall direct the distribution of the entire Vested portion of the Terminated Participant's Account be payable to such Terminated Participant as soon as administratively feasible one (1) month after separation from service. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5, including, but not limited to, all notice and consent requirements of Code Section 411(a)(11) and the Regulations thereunder.

(b) **Vesting schedule**. The Vested portion of the Account of any Participant attributable to Employer contributions shall be a percentage of the total amount credited to the Participant's Accounts determined on the basis of the Participant's number of Years of Service according to the following schedule(s):

(1) The Elective Deferral Account, the Roth Elective Deferral Account, the Qualified Matching Contribution Account the Qualified Nonelective Contribution Account, and the In-Plan Roth Transfer Account shall be 100% Vested regardless of a Participant's number of Years of Service.

(2) The Vested Portion of the Nonelective Contribution Account and, effective for Plan Years beginning after December 31, 2001, the Vested portion of the Matching Contribution Account attributable to matching contributions made for Plan Years that began after December 31, 2001 shall be determined in accordance with the following vesting schedule:

Vesting Schedule	
Years of Service	Percentage
Less than 2	0 %
2	20%
3	40%
4	60%
5	80 %
6	100%

However, the vesting schedule above will only apply to matching contributions that are made to the plan in Plan Years beginning after December 31, 2001. The following schedule will apply to Employer matching contributions made in prior Plan Years: 7 year graded.

(c) **No reduction in Vested percentage due to change in vesting schedule**. Notwithstanding the vesting schedule above, the Vested percentage of a Participant's Account shall not be less than the Vested percentage attained as of the later of the effective date or adoption date of this amendment and restatement.

(d) **Time of application of vesting schedule liberalization**. In the absence of any provision to the contrary, any direct or indirect increase to a Participant's Vested percentage (at any point on a vesting schedule) will not apply to a Participant unless and until such Participant completes an Hour of Service after the effective date of such amendment.

(e) **100% Vesting on partial or full Plan termination**. Notwithstanding the vesting schedule above, upon the complete discontinuance of the Employer contributions to the Plan or upon any full or partial termination of the Plan, all amounts then credited to the account of any affected Participant shall become 100% Vested and shall not thereafter be subject to Forfeiture.

(f) **Continuation of old schedule if 3 years of service**. The computation of a Participant's nonforfeitable percentage of such Participant's interest in the Plan shall not be reduced as the result of any direct or indirect amendment to this Plan. In the event that the

Plan is amended to change or modify any vesting schedule, or if the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage, then each Participant with an Hour of Service after such change and who has at least three (3) Years of Service as of the expiration date of the election period may elect to have such Participant's nonforfeitable percentage computed under the Plan without regard to such amendment or change. If such a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the date the amendment is adopted or deemed to be made and shall end sixty (60) days after the latest of:

(1) the adoption date of the amendment;

(2) the effective date of the amendment; or

(3) the date the Participant receives written notice of the amendment from the Employer or Administrator.

6.5 **DISTRIBUTION OF BENEFITS.**

(a) The Administrator, pursuant to the election of the Participant, shall direct the Trustee to distribute to a Participant or such Participant's Beneficiary the amount (if any) to which the Participant (or Beneficiary) has become entitled under the Plan in one or more of the following methods:

(1) One lump-sum payment in cash. This shall be the normal form of payment, except as otherwise provided below.

(2) Payments over a period certain in monthly, quarterly, semiannual, or annual cash installments. In order to provide such installment payments, the Administrator may (A) segregate the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate or other liquid short-term security or (B) purchase a nontransferable annuity Contract for a term certain (with no life contingencies) providing for such payment. The period over which such payment is to be made shall not extend beyond the Participant's life expectancy (or the life expectancy of the Participant and the Participant's designated Beneficiary).

If the value of the Participant's Total Vested Benefit does not exceed $5,000, then distribution may only be paid as a lump-sum payment. This distribution will be made regardless of the Participant's spouse's written consent. No distribution may be made under the preceding sentence after the Annuity Starting Date unless the Participant and the Participant's spouse consent in writing (or in such form as permitted by the Internal Revenue Service) to such distribution.

(b) Effective with respect to distributions made on or after March 28, 2005, a distribution to a Participant shall require such Participant's written consent (or in such other form as permitted by the Internal Revenue-Service) if such distribution commences prior to the time the benefit is "immediately distributable." A benefit is "immediately distributable if any part of the benefit could be distributed to the Participant (or surviving spouse) before the Participant attains (or would have attained if not deceased) the later of the Participant's Normal Retirement Age or age sixty-two (62).

Any such distribution may be made less than thirty (30) days after the notice required under Regulation 1.411(a)- 11(c) is given, provided that: (1) the Administrator dearly informs the Participant that the Participant has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and (2) the Participant, after receiving the notice, affirmatively elects a distribution.

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

(d) If a distribution is made to a Participant who has not severed employment and who is not fully Vested in the Participant's Account and the Participant may increase the Vested percentage in such account, then, at any relevant time the Participant's Vested portion of the account will be equal to an amount ("X") determined by the formula:

X equals P(AB plus D) - D

For purposes of applying the formula: P is the Vested percentage at the relevant time, AB is the account balance at the relevant time, and D is the amount of distribution, and the relevant time is the time at which, under the Plan, the Vested percentage in the account cannot increase.

(e) Required minimum distributions (Code Section 401(a)(9)). Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits shall be made in accordance with the requirements of Section 6.8.

6.6 **DISTRIBUTION OF BENEFITS UPON DEATH.**

(a) The death benefit payable pursuant to Section 6 2 shall be paid to the Participant's Beneficiary within a reasonable time after the Participant's death by either of the following methods, as elected by the Participant (or if no election has been made prior to the Participant's death, by the Participant's Beneficiary) subject, however, to the rules specified in Section 6.8:

(1) One lump-sum payment in cash.

(2) Payment in monthly, quarterly, semi-annual, or annual cash installments over a period to be determined by the Participant or the Participant's Beneficiary. After periodic installments commence, the Beneficiary shall have the right to direct the Trustee to reduce the period over which such periodic installments shall be made, and the Trustee shall adjust the cash amount of such periodic installments accordingly.

In the event the death benefit payable pursuant to Section 6.2 is payable in installments, then, upon the death of the Participant, the Administrator may direct the Trustee to segregate the death benefit into a separate account, and the Trustee shall invest such segregated account separately, and the funds accumulated in such account shall be used for the payment of the installments.

(b) Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall comply with the requirements of Section 6.8.

6.7 **TIME OF DISTRIBUTION.**

Except as limited by Section 6.8, whenever a distribution is to be made, or a series of payments are to commence, the distribution or series of payments may be made or begun as soon as practicable. However, unless a Participant elects in writing to defer the receipt of benefits (such election may not result in a death benefit that is more than incidental), the payment of benefits shall begin not later than the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occurs: (a) the date on which the Participant attains the earlier of age sixty-five (65) or the Normal Retirement Age specified herein; (b) the tenth anniversary of the year in which the Participant commenced participation in the Plan; or (c) the date the Participant separates from service with the Employer.

Notwithstanding the foregoing, the failure of a Participant and, if applicable, the Participant's spouse, to consent to a distribution that is immediately distributable (within the meaning of Section 6.5), shall be deemed to be an election to defer the commencement of payment of any benefit sufficient to satisfy this Section.

6.8 **REQUIRED MINIMUM DISTRIBUTIONS.**

(a) **General Rules.**

(1) **Effective Date.** Unless otherwise specified, the provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2002 calendar year.

(2) **Precedence.** The requirements of this Section shall apply to any distribution of a Participant's interest in the Plan and take precedence over any inconsistent provisions of the Plan.

(3) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Section will be determined and made in accordance with the Regulations under Code Section 401(a)(9) and the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G).

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

(1) **Required beginning date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) **Death of Participant before distributions begin.** If the Participant dies before distributions begin, the Participant's entire death benefit will be distributed, or begin to be distributed, as follows:

(i) Distributions of the required minimum distributions will begin, by December 31 of the calendar year immediately following the calendar year in which the Participant died, or, if the Participant's surviving spouse is the Participant's designated beneficiary, by December 31 of the calendar year in which the Participant would have attained age seventy and a half (70½), if later.

(ii) If there is no beneficiary as of September 30 of the year following the year of the Participant's death, the distribution of the Participant's death benefit will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 6.8(b), other than this paragraph, will apply as if the surviving spouse were the Participant. Thus, in all such cases, the time at which distributions must commence (or be completed by) shall be determined solely by reference to the year that the Participant died, and not the year in which the Participant would have attained age seventy and a half (70½).

For purposes of this Section 6.8(b), unless a surviving spouse is electing to commence benefits based upon the date that the Participant would have attained age seventy and a half (70½), distributions are considered to begin on the Participant's required beginning date. If the surviving-spouse election applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 6.8(b).

(3) **Forms of distribution**. Unless the Participant's interest is distributed in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will he made in accordance with Sections 6.8(c) and 6.8(d). All distributions under this Section shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5, including, but not limited to, all notice and consent requirements of Code Section 411(a)(11) and the Regulations thereunder.

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

(1) **Amount of required minimum distribution for each distribution calendar year**. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Regulation Section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(ii) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's spouse and the spouse is more than ten (10) years younger than the Participant, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Regulation Section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) **Lifetime required minimum distributions continue through year of Participant's death**. Required minimum distributions will be determined under this Section 6.8(c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

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

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

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

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

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

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

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

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

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

(ii) **No designated beneficiary**. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the

Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

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

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

(1) **"Designated beneficiary"** means the individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code Section 401(a)(9) and Regulation Section 1.401(a)(9)-4, Q&A-4.

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

(3) **"Life expectancy"** means the life expectancy as computed by use of the Single Life Table in Regulation Section 1.401(a)(9)-9, Q&A-1.

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

(5) **"Required beginning date"** means, with respect to any Participant, April 1 of the calendar year following the later of the calendar year in which the Participant attains age seventy and a half (70½) or the calendar year in which the Participant retires, except that benefit distributions to a five-percent (5%) owner must commence by April 1 of the calendar year following the calendar year in which the Participant attains age seventy and a half (70½).

(6) **"Five-percent (5%) owner"** means a Participant who is a five-percent (5%) owner as defined in Code Section 416 at any time during the Plan Year ending with or within the calendar year in which such owner attains age seventy and a half (70½). Once distributions have begun to a five-percent (5%) owner under this Section they must continue to be distributed, even if the Participant ceases to be a five-percent (5%) owner in a subsequent year.

(f) **Transition rules**.

(1) **Rules for plans in existence before 1997**. Any required minimum distribution rights conferred on participants in order to comply with (or as a means of complying with) the changes to Code Section 401(a)(9) made by the Small Business Jobs Protection Act of 1996 that were still in effect immediately prior to this restatement shall be preserved.

(2) **Applicable regulations**. Notwithstanding any Plan provision to the contrary, required minimum distributions before 2003 were made as follows:

(i) **2001**. Required minimum distributions for calendar year 2001 were made pursuant to the proposed Regulations under Code Section 401(a)(9) published in the Federal Register on July 27, 1987 (the "1987 Proposed Regulations").

(ii) **2002**. Required minimum distributions for calendar year 2002 were made in accordance with Code Section 401(a)(9) and the 1987 Proposed Regulations.

(g) **Statutory (TEFRA) Transition Rules**.

(1) Notwithstanding the other provisions of this Section, other than the spouse's right of consent afforded under the Plan, distributions may be made on behalf of any Participant, including a five percent (5%) owner, who has made a designation in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and in accordance with all of the following requirements (regardless of when such distribution commences):

(i) The distribution by the Plan is one which would not have disqualified such plan under Code Section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(ii) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(iii) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(iv) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(v) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

(2) A distribution upon death will not be covered by the transitional rule of this subsection unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(3) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (1)(i) and (1)(v) of this subsection.

(4) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code Section 401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code Section 401(a)(9) and the Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(5) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Regulation Section 1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

(h) **2009 RMDs and Extended 2009 RMDs.**

(1) Notwithstanding anything else contained in the Plan to the contrary, a Participant or Beneficiary who received a required minimum distribution prior to 2009, and would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are: (i) equal to the 2009 RMDs; or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least ten (10) years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(2) Notwithstanding anything else contained in the Plan to the contrary, a Participant or Beneficiary who would have been required to 2009 RMDs, and who would have satisfied that requirement by receiving Extended 2009 RMDs, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

6.9 **DISTRIBUTION FOR MINOR OR INCOMPETENT INDIVIDUAL.**

In the event a distribution is to be made to a minor or incompetent individual, then the Administrator may direct that such distribution be paid to the court-appointed legal guardian or any other person authorized under state law to receive such distribution, or if none, then in the case of a minor Beneficiary, to a parent of such Beneficiary, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the guardian, custodian or parent of a minor or incompetent individual shall fully discharge the Trustee, Employer, and Plan from further liability on account thereof.

6.10 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN.

In the event that all, or any portion, of the distribution payable to a Participant or Beneficiary hereunder shall, at the later of the Participant's attainment of age sixty-two (62) or Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable shall be treated as a Forfeiture pursuant to the Plan. Notwithstanding the foregoing, effective with respect to distributions made after March 28, 2005, if the Plan provides for mandatory distributions and the amount to be distributed to a Participant or Beneficiary does not exceed $1,000, then the amount distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture, or be paid directly to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) at the time it is determined that the whereabouts of the Participant or the Participant's Beneficiary cannot be ascertained. In the event a Participant or Beneficiary is located subsequent to the Forfeiture, such benefit shall be restored, first from Forfeitures, if any, and then from an additional Employer contribution if necessary. Upon Plan termination, the portion of the distributable amount that is an eligible rollover distribution as defined in Plan Section 6.14 may be paid directly to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b). However, regardless of the preceding, a benefit that is lost by reason of escheat under applicable state law is not treated as a Forfeiture for purposes of this Section nor as an impermissible forfeiture under the Code.

6.11 PRE-RETIREMENT DISTRIBUTION OF EMPLOYER CONTRIBUTIONS.

At such time as a Participant shall have attained Normal Retirement Age, the Administrator, at the election of the Participant who has not severed employment with the Employer, shall direct the Trustee to distribute all or a portion of the amount then credited to the accounts specified below maintained on behalf of the Participant.

In the event that the Administrator makes such a distribution, the Participant shall continue to be eligible to participate in the Plan on the same basis as any other Employee. Any distribution made pursuant to this Section shall be made in a manner consistent with Section 6.5, including, but not limited to, all notice and consent requirements of Code Section 411(a)(11) and the Regulations thereunder.

For purposes of this Section, a Participant shall also mean an Employee or Former Employee with an Account Balance under the Plan.

Notwithstanding anything in this Section to the contrary, pre-retirement distributions from a Participant's Elective Deferral Account shall not be permitted prior to the Participant attaining age fifty-nine and a half (59½) or one of the other events described in Section 4.2(d).

The following provision(s) also apply:

(a) The minimum amount of a pre-retirement distribution is $1000.

(b) No more than 4 distribution(s) may be made to a Participant during a Plan Year, and no more than 1 distribution may be made each calendar quarter.

(c) Pre-Retirement distributions may be made from the following accounts:

(1) Pre-Tax Elective Deferral Account

(2) Roth Elective Deferral Account

6.12 ADVANCE DISTRIBUTION FOR HARDSHIP.

(a) The Administrator, at the election of the Participant whether or not currently employed as an Employee, shall direct the Trustee to distribute to any Participant from the Vested portion of the Participant's Account the amount necessary to satisfy the immediate and heavy financial need of the Participant, subject to the limitations of this Section. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the Plan Year or, if later, the Valuation Date immediately preceding the date of distribution. Effective with respect to Plan Years beginning in 2006, any withdrawal made pursuant to this Section shall be deemed to be on account of an immediate and heavy financial need of the Participant if the withdrawal is for:

(1) Expenses for (or necessary to obtain) medical care (for the Participant or the spouse or dependent of the Participant) that would be deductible by the Participant under Code Section 213(d) (determined without regard to whether the expenses exceed seven and a half percent (7.5%) of adjusted gross income);

(2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

(3) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(d)(1)(B));

(4) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, the Participant's spouse, children, or dependents (as defined in Code Section

152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B));

(5) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; or

(6) For Plan Years beginning on or after January 1, 2006, expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds ten percent (10%) of adjusted gross income).

(b) No distribution shall be made pursuant to this Section unless the Administrator, based upon the Participant's representation and such other facts as are known to the Administrator, determines that all of the following conditions are satisfied:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant. The amount of the immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

(2) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all plans maintained by the Employer;

(3) On or after December 31, 2001, the Plan, and all other plans maintained by the Employer, provide that the Participant's Elective Deferrals and After-Tax Voluntary Contributions will be suspended for at least six (6) months after receipt of the hardship distribution or, the Participant, pursuant to a legally enforceable agreement, will suspend Elective Deferrals and After-Tax Voluntary Contributions to the Plan and all other plans maintained by the Employer for at least six (6) months after receipt of the hardship distribution; and

(4) For hardship distributions made prior to 2002, the Plan, and all other plans maintained by the Employer, provide that the Participant may not make Elective Deferrals for the Participant's taxable year immediately following the taxable year of the hardship distribution in excess of the applicable limit under Code Section 402(g) for such next taxable year less the amount of such Participant's Elective Deferrals for the taxable year of the hardship distribution.

(c) Notwithstanding the above, distributions from the Participant's "elective account" pursuant to this Section shall be limited in amount, as of the date of distribution, to the Participant's "elective account' as of the end of the last Plan Year ending before July 1, 1989, plus the sum of the Participant's Elective Deferrals after such date, reduced by the amount of any previous distributions from this Account pursuant to this Section and Section 6.11. A Participant's "elective account' shall be the amount attributable to Elective Deferrals, Qualified Matching Contributions, and Qualified Nonelective Contributions as of the end of the last Plan Year ending before July 1, 1989.

(d) Any distribution made pursuant to this Section shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5, including, but not limited to, all notice and consent requirements of Code Section 411(a)(11) and the Regulations thereunder.

(e) Hardship distributions may be made from only the following accounts:

(1) Pre-Tax Elective Deferral Account, subject to the limitations described above with respect to hardship distributions of Elective Deferrals

(f) Distributions pursuant to this Section 6.12 are also permitted for expenses described in clauses (a)(1), (3) and (4) above, (relating to medical, tuition and funeral expenses) for an individual who is named as Beneficiary of the Participant at the time that the expense giving rise to the hardship occurs, provided that all other requirements of this Section 6.12 for a hardship distributions are as satisfied.

6.13 DOMESTIC RELATIONS ORDER DISTRIBUTION

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any alternate payee under a domestic relations order enforceable against this Plan. Furthermore, a distribution to an alternate payee shall be permitted if such distribution is authorized by a domestic relations order enforceable against this Plan, even if the affected Participant has not separated from service and has not reached the earliest retirement age.

A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order (a "QDRO") will not fail to be a QDRO (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death; however, such domestic relations order is subject to the same limitations, requirements and protections that otherwise apply to a QDRO under the terms of this Plan and applicable law.

6.14 **DIRECT ROLLOVER.**

(a) **Right to direct partial rollover.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, effective for Plan Years beginning on or after January 1, 2002, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have only a portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. However, the minimum partial rollover must equal at least $500 (applied separately with respect to distributions payable from a Participant's Roth Elective Deferral Account and remainder of the distributable amount).

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

(1) An **"eligible rollover distribution"** means any distribution described in Code Section 402(c)(4) and generally includes any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's Designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and any other distribution (without regard to the amount to be distributed from the Participant's Roth Elective Deferral Account) reasonably expected to total less than $200 during a year. Any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan. Notwithstanding anything else contained in the Plan, for purposes of the Direct Rollover provisions of the Plan, 2009 RMDs and Extended 2009 RMDs (as defined in Section 6.8(h) of the Plan) will be treated as Eligible Rollover Distributions in 2009.

(2) An **"eligible retirement plan"** is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), (other than an endowment contract), a qualified trust (an employees' trust) described in Code Section 401(a) which is exempt from tax under Code Section 501(a), an annuity plan described in Code Section 403(a), an eligible deferred compensation plan described in Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality thereof which agrees to separately account for amounts transferred into such plan from this Plan, and an annuity contract described in Code Section 403(b) that accepts the distributee's eligible rollover distribution. However, in the case of an "eligible rollover distribution" to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code Section 414(p). Notwithstanding the foregoing, to the extent provided in applicable Treasury Regulations for an eligible rollover distribution consisteing of Roth Elective Deferrals or In-Plan Roth Transfer contributions, an eligible retirement plan shall only include a Roth IRA, a qualified trust, or a 403(b) annuity contract that agrees to account for the Roth Elective Deferrals or In-Plan Roth Transfer contributions separately. In addition a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to a Roth IRA (as defined in Code Section 408A) in accordance with, and subject to the limitation of Code Section 408A.

(3) A **"distributee"** includes an Employee or Former Employee. In addition, the Employee's or Former Employee's surviving spouse and the Employee's or Former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.

A distribute shall include a designated beneficiary (as defined in Section 401(a)(9)(E) of the Code) of a deceased Employee or former Employee who is not the surviving spouse of the Employee but elects, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution made with respect to the Employee paid directly to an individual retirement plan that is described in Code Section 402(c)(8)(B)(i) or Code Section 402(c)(8)(B)(ii) and that is established for the purpose of receiving the distribution. If the Employee dies before his or her required beginning date and the nonspouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to us either 5-year rule or life expectancy rule, pursuant to Treasury Regulation Section 1.401(a)(9)-3, A-4(c), in determining the required minimum distribution from the IRA that receives the nonspouse Beneficiary's distribution. An Employee's designation of a nonspouse Beneficiary is subject to all other provisions of the Plan. Any distribution on behalf of a nonspouse Beneficiary is not eligible for the 60-day rollover rule provided in Code Section 402(c)(3).

(4) A **"direct rollover"** is a payment by the Plan to the "eligible retirement plan" specified by the distributee. Notwithstanding anything in this Section 6.14 to the contrary, a direct rollover of a distribution from a Participant's Roth Elective Deferral Account or, effective January 1, 2016, In-Plan Roth Transfer Account, shall only be made to another Roth account under an applicable retirement plan described in Code Section 402A(e)(1) or a Roth IRA described in Code Section 408A and only to the extent the rollover is permitted under the applicable Treasury Regulations under Code Section 402(c). In addition, and notwithstanding the foregoing, a non-spouse beneficiary may make a direct rollover only to eligible retirement plans that are either an individual retirement account or an individual retirement annuity described in Section 6.14(2) above

(c) **Participant Notice**. A Participant entitled to an eligible rollover distribution must receive a written explanation of his/her right to a direct rollover, the tax consequences of not making a direct rollover, and, if applicable, any available special income tax elections. The notice must be provided within the same 30-to-90 day timeframe applicable to the Participant consent notice. The direct rollover notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year (without regard to the amount to be distributed from the Participant's Roth Elective Deferral Account) is expected to be less than $200.

6.15 **TRANSFER OF ASSETS FROM A MONEY PURCHASE PLAN.**

Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Employee's attainment of Normal Retirement Age, death, disability, or severance from employment, and prior to Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code Section 414(l), to this Plan from a money purchase pension plan qualified under Code Section 401(a) (other than any portion of those assets and liabilities attributable to after-tax voluntary employee contributions or to a direct or indirect rollover contribution).

6.16 **CORRECTIVE DISTRIBUTIONS.**

Nothing in this Article shall preclude the Administrator from making a distribution to a Participant, to the extent such distribution is made to correct a qualification defect in accordance with the corrective procedures under any voluntary compliance program.

ARTICLE VII.
AMENDMENT, TERMINATION AND MERGERS

7.1 **AMENDMENT.**

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

(b) **Permissible amendments without affecting reliance**. The Employer may make the modifications described below without affecting reliance on the terms of the Plan. An Employer that amends the Plan for any other reason may not rely on the advisory letter that the terms of the Plan meet the qualification requirements of the Code. Permitted changes include: adding options permitted by the Plan; adding or deleting provisions that are optional under the volume submitter specimen plan; changing effective dates within the parameters of the volume submitter specimen plan; correcting obvious and unambiguous typographical errors; correcting cross-references that do not in any way change the original intended meaning of the provisions; adding a list of benefits that must be preserved as protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder; amending provisions dealing with the administration of the Trust; a change to the name of the Plan, Employer, Trustee, custodian, Plan Administrator or any other fiduciary, the Plan Year; and any sample or model amendment published by the IRS (or other required good-faith amendments) which specifically provide that their adoption will not cause the plan to be treated as an individually designed plan.

(c) **Sponsoring practitioner amendments**. The Employer (and every Participating Employer) expressly delegates authority to the sponsoring organization of this Volume Submitter Plan the right to amend the Plan by submitting a copy of the amendment to each Employer (and Participating Employer) who has adopted this Volume Submitter Plan, after first having received a ruling or favorable determination from the Internal Revenue Service that the Volume Submitter Plan as amended qualifies under Code Section 401(a) (unless a ruling or determination is not required by the IRS). However, the volume submitter practitioner shall cease to have the authority to amend on behalf of an Employer that adopts an impermissible plan type or impermissible plan provision (as described in IRS Announcement 2005-37 and any subsequent guidance). The volume submitter practitioner will maintain a record of the Employers that have adopted the Plan, and the practitioner will make reasonable and diligent efforts to ensure that adopting Employers adopt new documents when necessary. This subsection supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this subsection.

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

7.2 **TERMINATION.**

(a) **Termination of Plan**. The Employer shall have the right at any time to terminate the Plan by delivering to the Trustee and Administrator written notice of such termination. Upon any full or partial termination, all amounts credited to the affected Participants' Accounts shall become 100% Vested as provided in Section 6.4 and shall not thereafter be subject to forfeiture.

(b) **Distribution of assets**. Upon the full termination of the Plan, the Employer shall direct the distribution of the assets of the Plan to Participants in a manner which is consistent with the provisions of Section 6.5 except that no Participant or spousal consent is

required. Distributions to a Participant shall be made in cash or through the purchase of irrevocable nontransferable deferred commitments from an insurer.

7.3 **MERGER, CONSOLIDATION OR TRANSFER OF ASSETS.**

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to any other plan and trust, only if the benefits which would be received by a Participant of this Plan, in the event of a termination of the Plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation, and such transfer, merger or consolidation does not otherwise result in the elimination or reduction of any protected benefits.

ARTICLE VIII.
MISCELLANEOUS

8.1 **PARTICIPANT'S RIGHTS.**

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

8.2 **ALIENATION OF BENEFITS.**

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

(b) **Exception for DRO**. Subsection (a) shall not apply to a domestic relations order enforceable against this Plan. The Administrator shall establish a written procedure to determine the status of domestic relations orders and to administer distributions under such orders. Further, to the extent provided under a domestic relations order, a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

(c) **Exception for certain debts to Plan**. Subsection (a) shall not apply to an offset to a Participant's accrued benefit against an amount that the Participant is ordered or required to pay the Plan with respect to a judgment, order, or decree issued, or a settlement entered into in accordance with Code Sections 401(a)(13)(C) and (D).

8.3 **CONSTRUCTION AND INTERPRETATION OF PLAN.**

(a) **Applicable state laws**. This Plan shall be construed and enforced according to the Code and the Jaws of the State of Tennessee, other than its laws respecting choice of law, to the extent not pre-empted by Federal law.

(b) **Single subsections**. This Plan may contain single subsections. The existence of such single subsections shall not constitute scrivener's errors.

(c) **Separate Accounts**. Unless otherwise specified by a particular provision, the term "separate account" does not require a separate fund, only a notational entry in a recordkeeping system.

8.4 **GENDER AND NUMBER.**

(a) **Masculine and feminine**. Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply.

(b) **Singular and plural**. Whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

8.5 **LEGAL ACTION.**

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

8.6 **PROHIBITION AGAINST DIVERSION OF FUNDS.**

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

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

8.7 **EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE.**

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

8.8 **INSURER'S PROTECTIVE CLAUSE.**

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

8.9 **RECEIPT AND RELEASE FOR PAYMENTS.**

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

8.10 **ACTION BY THE EMPLOYER.**

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

8.11 **HEADINGS.**

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

8.12 **APPROVAL BY INTERNAL REVENUE SERVICE.**

Notwithstanding anything herein to the contrary, if, pursuant to an application for qualification filed by or on behalf of the Plan by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted, or such later date that the Secretary of the Treasury may prescribe, the Commissioner of Internal Revenue Service or the Commissioner's delegate should determine that the Plan does not initially qualify as a tax-exempt plan under Code Sections 401 and 501, and such determination is not contested, or if contested, is finally upheld, then if the Plan is a new plan, it shall be void ab initio and all amounts contributed to the Plan by the Employer, less expenses paid, shall be returned within one (1) year after the date the initial qualification is denied, and the Plan shall terminate, and the Trustee shall be discharged from all further obligations. If the disqualification relates to an amended plan, then the Plan shall operate as if it had not been amended.

8.13 **ELECTRONIC MEDIA.**

The Administrator may use telephonic or electronic media to satisfy any notice requirements required by this Plan, to the extent permissible under regulations (or other generally applicable guidance). In addition, a Participant's consent to an immediate distribution may be provided through telephonic or electronic means, to the extent permissible under regulations (or other generally applicable guidance). The Administrator also may use telephonic or electronic media to conduct plan transactions such as enrolling Participants, making (and changing) deferral elections, electing (and changing) investment allocations, applying for Plan loans, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

8.14 **PLAN CORRECTION.**

The Administrator in conjunction with the Employer may undertake such correction of Plan errors as the Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code Section 401(a) or to correct a fiduciary breach. Without limiting the Administrator's authority under the prior sentence, the Administrator, as it determines to be reasonable and appropriate, may

undertake correction of Plan document, operational, demographic and employer eligibility failures under a method described in the Plan or under the IRS Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. The Administrator, as it determines to be reasonable and appropriate, also may undertake or assist the appropriate Fiduciary or Plan official in undertaking correction of a fiduciary breach. For example, to correct an operational error, the Administrator may require the Trustee to distribute Elective Deferrals or Vested Matching Contributions, including earnings, from the Plan where such amounts result from an operational error other than a failure of Code Section 415, Code Section 402(g).

8.15 **UNIFORMITY.**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. In the event of any conflict between the terms of this Plan and any Contract purchased hereunder, the Plan provisions shall control.

ARTICLE IX.
PARTICIPATING EMPLOYERS

9.1 **ADOPTION BY OTHER EMPLOYERS.**

Notwithstanding anything herein to the contrary, with the consent of the Employer and Trustee, any other corporation or entity, whether an Affiliated Employer or not, may adopt this Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer.

9.2 **REQUIREMENTS OF PARTICIPATING EMPLOYERS.**

(a) **Same Trustee for all.** Each such Participating Employer shall be required to use the same Trustee as provided in this Plan.

(b) **Holding and investing assets.** The Trustee may, but shall not be required to, commingle, hold and invest as one Trust Fund all contributions made by Participating Employers, as well as all increments thereof.

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

9.3 **DESIGNATION OF AGENT.**

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

9.4 **EMPLOYEE TRANSFERS.**

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

9.5 **PARTICIPATING EMPLOYER CONTRIBUTION AND FORFEITURES.**

Any contribution or Forfeiture subject to allocation during each Plan Year shall be allocated only among those Participants of the Employer or Participating Employers making the contribution or by which the forfeiting Participant was employed. However, if the contribution is made, or the forfeiting Participant was employed, by an Affiliated Employer, such contribution or Forfeiture shall be allocated among all Participants of all Participating Employers who are Affiliated Employers in accordance with the provisions of this Plan. On the basis of the information furnished by the Administrator, the Trustee shall keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each Participating Employer. The Trustee may, but need not, register Contracts so as to evidence that a particular Participating Employer is the interested Employer hereunder, but in the event of an Employee transfer from one Participating Employer to another, the employing Participating Employer shall immediately notify the Trustee thereof.

9.6 **AMENDMENT.**

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

9.7 **DISCONTINUANCE OF PARTICIPATION.**

Any Participating Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Trustee. The Employer shall have the right to discontinue or revoke the participation in the Plan of any Participating Employer by providing 45 days' notice to such Participating Employer. The Trustee shall thereafter transfer, deliver and assign Contracts and other Trust Fund assets allocable to the Participants of such Participating Employer to such new Trustee as shall have been designated by such Participating Employer, in the event that it has established a separate qualified retirement plan for its employees. If a separate plan has not been established, at the time of such continuance or revocation for whatever reason, the assets and liabilities, Contracts and other Trust Fund assets allocable to such Participating Employer's participation in this Plan shall be spun off pursuant to Code Section 414(l) and such spun off assets shall constitute a retirement plan of the Participating Employer with such Participating Employer becoming sponsor and the individual who has signed the Supplemental Participation Agreement on behalf of the Participating Employer becoming Trustee for this purpose. Such individual shall agree to this appointment by virtue of signing the Supplemental Participation Agreement. If such individual is no longer an Employee of the Participating Employer, then the Participating Employer shall appoint a Trustee. If no successor is designated, the Trustee shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of the Trust. In no such event shall any part of the corpus or income of the Trust Fund as it relates to such Participating Employer be used for or diverted for purposes other than for the exclusive benefit of the Employees of such Participating Employer.

9.8 **ADMINISTRATOR'S AUTHORITY.**

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

9.9 **PROVISIONS APPLIED SEPARATELY (OR JOINTLY) FOR PARTICIPATING NON-AFFILIATED EMPLOYERS.**

(a) **Separate status.** The Plan Administrator will apply the definition of Compensation and perform the tests listed in this Section, separately for each Participating Employer other than an Affiliated Employer of such Participating Employer. For this purpose, the Employees of each Participating Employer (and its Affiliated Employers), and their allocations and accounts, shall be treated as though they were in separate plan. Any correction action, such as additional contributions or corrective distributions, shall only affect the Employees of the Participating Employer (and its Affiliated Employers, if any).

(b) **Joint status.** The following tests shall be performed for the plan as whole, without regard to employment by a particular Participating Employer:

(1) Applying the annual addition limitation in Section 4.9, including the related Compensation definition.

(2) Applying the Code Section 402(g) limitation in Section 4.2.

(3) Applying the limit on Catch-Up Contributions in Section 4.2.

9.10 **SERVICE.**

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

9.11 **REQUIRED MINIMUM DISTRIBUTIONS.**

If a Participant is a 5-percent (5%) owner (under Section 6.8(e)(6)) of any Participating Employer for which the Participant is an Employee in the Plan Year the Participant attains age seventy and a half (70½), then the Participant's required beginning date under Section 6.8 shall be the April 1 of the calendar year following the close of the calendar year in which the Participant attains age seventy and a half (70½).

9.12 **180-DAY NOTIFICATION.**

For any distribution notice issued in Plan Years beginning on or after January 1, 2011, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Section 402(f) of the Code (the rollover notice, Section 411(a)(11) of the Code (Participant's consent to distribution) or Section 417 of the Code (notice under the joint and survivor annuity rules) shall be replaced with 180 days.

9.13 **NOTICE OF RIGHT TO DEFER DISTRIBUTION.**

For any distribution notice issued in Plan Years beginning on or after January 1, 2011, the description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution.

9.14 QUALIFED MILITARY SERVICE.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service (within the meaning of Code Section 414(u)(1)) will be provided in accordance with Section 414(u) of the Code and the regulations promulgated thereunder. For this purpose, an Employee who returns to employment following qualified military service and is entitled to additional Employer contributions for any Plan Year in accordance with Section 414(u) of the Code shall be treated as receiving Compensation from the Employer during such period of qualified military service equal to the Compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Employer but for such absence during the period of qualified military service, or, if such amount is not reasonably certain, based on the Employee's average Compensation from the Employer during the twelve-month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

9.15 DEATH BENEFITS WHILE ON QUALIFIED MILITARY SERVICE.

In the case of any Participant who dies while performing Qualified Military Service, the survivors of such Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan had the Participant resumed employment with the Employer and then terminated employment on account of death.

9.16 TREATMENT OF DIFFERENTIAL WAGE PAYMENTS.

A former Participant who receives a differential wage payment (as that term is defined in Section 3401(h)(2) of the Code) from the Employer with respect to any period while that individual is performing Qualified Military Service on active duty for a period of more than thirty (30) days shall be treated as an Eligible Employee of the Employer and any such differential wage payment shall be treated as included in Compensation of the Participant. So long as the differential wage payments are made or reasonably equivalent terms to all Eligible Employees of the Employer and all affiliates who are performing Qualified Military Service on active duty for more than thirty (30) days, the Plan shall not be treated as failing to meet the requirements of Section 414(u)(1)(C) of the Code by reason of any contribution or benefit which is based on the differential wage payments.

9.17 BENEFIT ACCRUALS AS A RESULT OF DEATH OR DISABILITY.

For benefit accrual purposes, the Employer shall treat a Participant who dies or become disabled while performing Qualified Military Service as if the Participant had resumed employment with the Employer on the day preceding death or disability and terminated employment on the actual date of death or disability. The Employee shall treat all Participants performing Qualified Military Service who die or become disabled on reasonably equivalent terms.

IN WITNESS WHEREOF, this Plan has been executed the day and year first above written.

The City of Gallatin, Tennessee

_____

EMPLOYER

16509384.1

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

April 12, 2016

DEPARTMENT: **Human Resources** **AGENDA # 4**

SUBJECT:
Amend 401(K) Plan

SUMMARY:
The City of Gallatin proposes to amend the 401(k) Retirement Plan (the "Plan") in order to comply with Internal Revenue Service regulations, certain Federal Acts, and to adopt other changes as required or permitted by law.

RECOMMENDATION:

ATTACHMENT:

- ☒ **Resolution**
- ☐ **Ordinance**
- ☐ **Correspondence**
- ☐ **Contract**
- ☐ **Bid Tabulation**
- ☒ **Other**

Approved ☒
Rejected ☐
Deferred ☐

Notes:

RESOLUTION NO. R1604-20

RESOLUTION AUTHORIZING MAYOR TO OFFER A VOLUNTARY BUY OUT FOR THE CITY OF GALLATIN

WHEREAS, The City of Gallatin is interested in a voluntary buyout incentive program to help reorganize and streamline operations; and

WHEREAS, the City has an outstanding and dedicated workforce with many tenured employees; and

WHEREAS, the Voluntary Buyout Program (VBP) is designed to provide eligible employees who voluntarily elect to separate employment with severance pay and benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE that the City will enter into Voluntary Buyout Program beginning with meetings for employees and a broad communication plan for the program.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Voluntary Buyout Program upon approval of the Council.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its final passage, the public welfare requiring such.

IT IS SO ORDERED.

AYE:

NAY:

ABSTAIN:

DATE: April 12, 2016.

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

Voluntary Buyout

APRIL 12, 2016 REVISED PLAN

The incentive program will help departments reorganize and streamline operations. The City has an outstanding and dedicated workforce with many tenured employees.
The VBP is designed to provide eligible employees who voluntarily elect to separate employment with severance pay. It is impossible to develop a plan with payouts that fit each employee and their personal goals.

WHY OFFER A VOLUNTARY BUYOUT?

Introduction

- For many years, the public safety employees have requested information about their retirement and other different options that might be available such as the Tennessee Consolidated Retirement System (TCRS).
- Beginning 1/1/2016 - qualified public safety employees including firefighters, police, and EMS employees of any governmental plan who have separated from service can receive a distribution from their 401k account without incurring the 10% penalty if they are 50 or older. General rule is 55 or older for public safety. Before 2016, the 50 year old rule only applied to governmental defined benefit pension plans.
- In light of our current challenges and growth, it is imperative that the City perform a thorough review of all of our resources, funding, and funding priorities to address changes necessary for continued quality while reviewing efficiencies. Approximately 75% of the City's spending relates to personnel costs. The purpose of this plan is to reduce expenditures over time, and realign our priorities.
- The VBP is designed to provide eligible employees who voluntarily elect to separate employment with severance pay. It is impossible to develop a plan with payouts that fit each employee and their personal goals.

The Program is Voluntary

- **Participation in the VBP shall be on a strictly voluntary basis for all employees deemed eligible for participation.** The choice is entirely the employee's choice. No one at the City may require the employee to accept or reject participation in the VBP. Employees are encouraged to consider the program to see if it meets their needs based on their lifestyles.

Eligibility: All full-time and permanent part-time regular employees, on the date of the announcement, who are active on the payroll and have (25 years of service), or suggested time of service, on the Retirement Effective Date.

Actively employed means being actively at work; on vacation; on sick leave; on family medical leave; on military leave; on paid leave of absence; or on an approved unpaid leave of absence.

BENEFITS AFTER RETIRING

CONTINUATION OF INSURANCE

- What we offer one retiree, we must do for all retirees.
- Discussions through the years about offering retiree coverage under the group insurance plan have occurred. Several important factors were pointed out such as these members' claims would still be considered part of the City of Gallatin's claims experience and could adversely affect the premiums. BCBST would still require an employer contribution, therefore, the City would have an ongoing expense. These retirees would simply be set up under a subgroup and would continue to be part of the group. In conclusion, it was never advantageous to the City and, therefore, it was not pursued.
- BCBST would consider the additional risk and factors that into our rates upon the effective date of the change.

VBP Severance Package - Employees are aware of the Proposed Offering through the Council Agenda Packets and are interested in learning more.

- **Suggested Pay Outs for purpose of demonstration (subject to change):**
- **Each Participant will receive the following severance pay in a lump sum:**
- Employees with 25 or more years of service or those who will meet the 25 year service level during the 2016-17 fiscal year, will be offered **$500 per year of service**;
- Advanced Longevity Payment equivalent to next scheduled longevity payment; and,
- Payment equal to ($10,700) to account for 18 months of COBRA premium.
- 15 of the eligible 31 employees are Medicare eligible already or will be in two years.
- In addition to payout of accrued Vacation Leave and prorated sick leave balances

Post-employment benefits, or any future guaranteed obligations, are costly. Stepping into the realm of providing insurance coverage after employment ends opens the City up to long-term financial obligations. Required funding levels, determined by actuarial studies, can be cost prohibitive. As an example only, the Department of Electricity has to report a $500,000 liability for approximately 40 employees for the benefit of $150/month supplemental insurance reimbursement. If that same benefit were offered to 400 employees, the anticipated liability would be $5,000,000. If a more costly benefit were offered, such as a monthly insurance premium, the required liability would increase proportionately. Stepping into this realm defeats one of the purposes of a VBP, decrease spending.

Financial Obligations for the City with Insurance Coverage

OTHER OFFERINGS

- What Gallatin can expect from the offering based on other offerings:

Hendersonville and Metro Nashville have offered:

- 30-40% of eligible participants accepted the buy out.

- In order to limit the total cost to the City for the Voluntary Buy-Out, the Council may consider setting a total dollar cap for the City for the offering – first-come first-serve

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

April 12, 2016

DEPARTMENT: **Human Resources** **AGENDA # 3**

SUBJECT:
Voluntary Buyout

SUMMARY:
Council requested that the Voluntary Buyout proposed plan be reviewed for insurance continuation, offerings, and financial obligations for the City. Attached is the revised proposal for consideration.

RECOMMENDATION:

ATTACHMENT:

- [X] **Resolution**
- [ ] **Ordinance**
- [ ] **Correspondence**
- [ ] **Contract**
- [ ] **Bid Tabulation**
- [X] **Other**

Approved [X]
Rejected [ ]
Deferred [ ]

Notes:

RESOLUTION NO: R16Ø4-21

RESOLUTION APPOINTING MIKE FOSTER AS BOARD MEMBER OF THE GALLATIN ECONOMIC DEVELOPMENT AGENCY BOARD

WHEREAS, Ordinance O9903-024 created an Economic Development Agency for the City of Gallatin, Tennessee; and

WHEREAS, Ordinance OØ912-89 provided for five Board members to serve three year terms, with staggered terms such that no two Board members' term would expire in the same calendar year;

NOW THEREFORE BE IT RESOLVED, that Mike Foster is appointed to a three-year term which shall expire on May 4, 2019.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its final passage the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE:

NAY:

DATED:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

Gallatin
ECONOMIC DEVELOPMENT AGENCY

April 11, 2016

Honorable Mayor Paige Brown
City of Gallatin
132 W. Main Street
Gallatin, TN 37066

Dear Mayor Brown,

Dave Popen's resignation from the Gallatin Economic Development Agency's Board of Directors has created a vacancy. At our most recent board meeting, the board discussed several possible candidates. It was our unanimous recommendation to ask Mike Foster to fill the vacancy.

We are pleased to inform you that Mr. Foster has agreed to join the Board of Directors. We believe his wealth of international business experience will be very beneficial to the city.

We respectfully ask that you move Mr. Foster's nomination forward to the City Council. His pertinent information is:

Mike Foster
1095D Bradley Road
Gallatin, TN 37066

The accompanying bio gives you a look at his breadth of experience. We feel he would be a great addition.

Sincerely,

Keith Hatley, Chair
GEDA Board of Directors

Jeannie Gregory, Secretary
GEDA Board of Directors

attachment

Gallatin Economic Development Agency 615.451.5940 james.fenton@gallatin-tn.gov
132 West Main Street – Gallatin, Tennessee 37066-3244

G. Michael Foster (Mike)
1095D Bradley Road
Gallatin, TN 37066
513-780-0026

Resident Gallatin, TN (2012-Present)
Mike Foster, and his wife Marta, looked for over ten years for the perfect lakefront property. They spent vacations camping with their children at major lakes across the South in this search. Labor Day weekend 2002, they were exploring the area surrounding Old Hickory Lake and found their dream property on Bradley Road in Gallatin, TN. After purchasing the property they camped on it with family during the summers for several years while still working for Procter & Gamble in Cincinnati, OH. They built their home in 2010, and after retiring from P&G in 2012, moved full time to the area.

Chief Financial Officer, Five F Group LLC (2012 – Present)
The Five F Group LLC is a family enterprise that owns two restaurants, one in Cincinnati OH, and the other in Columbus OH. The company vision is to own and operate several restaurants across the Midwest and Southeast. These first two restaurants, The Brass Tap, a craft beer bar franchise out of Tampa Fl. leveraged Mike's franchisor experience from P&G As CFO, Mike develops the financial models, completes the analysis and manages the financial systems. Due to the financial processes and systems he has put in place both stores have been cash flow positive since startup. Mike also manages the construction and all capital spending.

Procter & Gamble (1977-2012)
Mike retired as Director, New Business Development, Procter & Gamble in June 2012. During his 34 year career at P&G he led manufacturing operations, production planning, and warehouse operations in the US and Europe. Mike and his family lived in various locations in the US (plants and P&G HQ in Cincinnati) and Europe (P&G European HQ in Brussels). In Mike's last 10 years at P&G he was a leader in the company's new business development unit, developing new business models for the company; and lastly developing and starting up P&G's franchise businesses, Mr. Clean Car Washes and Tide Dry Cleaners. It is this new business development and franchise experience that has been critical in the success of the venture into franchising with The Brass Tap.

Education
Mike graduated in 1977 with a BS in Electrical Engineering from the University of Memphis.

Affiliations
Board member for Mr. Clean Car Wash, Atlanta, GA
Attends First Baptist Church Hendersonville

RESOLUTION NO: R16Ø4-22

RESOLUTION APPOINTING MARY ANN MUDD AS BOARD MEMBER OF THE GALLATIN HISTORIC DISTRICT COMMISSION

WHEREAS, Section 10.02.040A of the Gallatin Zoning Ordinance authorizes the Mayor to appoint members to the Gallatin Historic District Commission; and

WHEREAS, the Mayor has forwarded the appointment of Mary Ann Mudd to the City Council for confirmation to fill John Garrott's position on the board; and,

WHEREAS, Mary Ann Mudd will serve the remainder of Garrott's term expiring January 2017; and

WHEREAS, the Mayor has forwarded the reappointment of Mary Ann Mudd to serve a five year term expiring in January, 2022; and,

WHEREAS, Section 10.02.040.A requires that the City Council confirm appointment by resolution;

NOW THEREFORE BE IT RESOLVED, that Mary Ann Mudd is confirmed as appointee to the Gallatin Historic District Commission.

BE IT FURTHER RESOLVED that this resolution shall take effect from and after its final passage the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE:

NAY:

DATED:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY