

**RESOLUTION NO. 15-04-16**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AMENDMENT AND RESTATEMENT OF RETIREMENT PLAN VIA ADOPTION OF VALIC RETIREMENT SERVICES COMPANY RETIREMENT PLAN FOR GOVERNMENTAL EMPLOYERS.**

**WHEREAS**, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town OF Lake Park (hereinafter, the “Employer”), previously established the Town of Lake Park General Employees Retirement Plan (hereinafter, the “Plan”) for the exclusive benefit of its employees and their beneficiaries, which Plan was originally effective as of October 1, 1998; and

**WHEREAS**, the Employer retained the power to amend and/or terminate the Plan; and

**WHEREAS**, the Employer now desires to amend and restate the Plan by adopting the VALIC Retirement Services Company Retirement Plan for Governmental Employers document; and

**NOW, THEREFORE, BE IT RESOLVED** that the Employer hereby amends and restates that Plan, effective October 1, 2015, by adopting the document titled “VALIC Retirement Services Company Retirement Plan for Governmental Employers,” in the form and substance as the document heretofore presented to the governing body of the Employer; and

**RESOLVED FURTHER**, that the appropriate representatives of the Employer be, and the same hereby are, authorized and directed to:

**Section 1.** Execute the adoption agreement to the VALIC Retirement Services Company Retirement Plan for Governmental Employers document as approved;

**Section 2.** Execute all other documents and do to all other things as may be necessary or appropriate to make VALIC Retirement Services Company Retirement Plan for Governmental Employers document effective October 1, 2015, including the execution of any amendments required by the Internal Revenue Service in order to continue and maintain the qualified and exempt status of the Plan; and

**Section 3.** Execute any other documents required to obtain reliance on advisory letters issued to the VALIC Retirement Services Company Retirement Plan for Governmental Employers by the Internal Revenue Service.

**Section 4.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER ANNE LYNCH	<u>/</u>	___
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	___

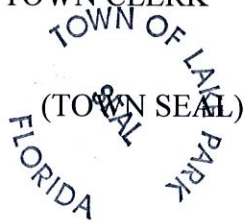
The Town Commission thereupon declared the foregoing Resolution NO. 15-04-16 duly passed and adopted this 6 day of April, 2016.

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois  
JAMES DUBOIS  
MAYOR

ATTEST:

Vivian Mendez  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Kelly Roeden on behalf of  
THOMAS J. BAIRD  
TOWN ATTORNEY

**VALIC Retirement Services Company  
Retirement Plan for Governmental Employers**

**Adoption Agreement #002 – Money Purchase Pension Plan**

**Advisory Letter Number: J593779a**

The undersigned, Town of Lake Park ("Employer"), by executing this Adoption Agreement, elects to establish (or restate) a retirement plan (and trust, if applicable) (hereinafter, the "Plan") under the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the "Basic Plan Document"). The Employer, subject to the Employer's elections in this Adoption Agreement, adopts fully the Plan provisions (and if applicable, the Trust provisions). The Adoption Agreement and the Basic Plan Document together constitute the Employer's entire Plan (and Trust, if applicable) document. All section references within this Adoption Agreement are Adoption Agreement section references unless the Adoption Agreement or the context indicates otherwise. All "Article" references, and all "Plan Section" references, are references to the applicable article or section of the Basic Plan Document.

The Employer makes the following elections, as permitted under the corresponding provisions of the Basic Plan Document:

**A. VOLUME SUBMITTER PRACTITIONER INFORMATION.**

VALIC Retirement Services Company  
Attn: Institutional Services  
2929 Allen Parkway, L8-10  
Houston, Texas 77019  
888-478-7020

**B. PLAN INFORMATION.**

1. Plan Name: Town of Lake Park General Employees Retirement Plan
2. Plan Number (e.g., 001, 002, etc.): 001
3. Effective Date: *(Note: The Effective Date for a new Plan or the Restated Effective Date for a restated Plan generally cannot be earlier than the first day of the Plan Year in which this plan or restatement is adopted. If this is a restatement to comply with the Pension Protection Act of 2006 ("PPA"), the Restated Effective Date may be the first day of the current Plan Year as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)*
  - a.  This is a new Plan effective as of \_\_\_\_\_ (hereinafter "Effective Date").
  - b.  This amendment is a restatement of a previously established qualified plan which was originally effective October 1, 1998 (hereinafter "Effective Date"). The effective date of this restatement is October 1, 2015 (hereinafter "Restated Effective Date").
4. Plan Year/Limitation Year means the 12-consecutive month period (except for Short Plan Years) ending every (Check a. or b., and c., if applicable).
  - a.  December 31
  - b.  Other: September 30
  - c.  Short Plan Year commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
5. Anniversary Date (annual Valuation Date):
  - a.  last day of the Plan Year
  - b.  first day of the Plan Year

**C. EMPLOYER INFORMATION.**

1. Name of Employer: Town of Lake Park
2. Address: 535 Park Avenue  
(Number and Street)  
Lake Park Florida 33403  
(City) (State) (Zip Code)
3. Telephone Number: (561) 881-3350
4. Employer Identification Number: 59 - 6000355

5. By signing this Adoption Agreement, the Employer represents and affirms that it is a state or local governmental entity, as defined in Code section 414(d), and is a:
- a.  K-12 educational organization
  - b.  higher educational organization
  - c.  city or county government
  - d.  state government
  - e.  other governmental entity (specify) \_\_\_\_\_
6. Employer's Fiscal Year: September 30

**D. TRUST ELECTION.**

1. All or a portion of this Plan shall be Trusteed pursuant to Article V of the Plan.
- a.  No, this Plan shall be funded exclusively with annuity contracts pursuant to Article X.
  - b.  Yes, this Plan shall have a nondiscretionary Trustee (as described in Article V).
  - c.  Yes, this Plan shall have a discretionary Trustee (as described in Article V).

**E. SERVICE.**

1. PREDECESSOR EMPLOYER OR OTHER EMPLOYER.

This Plan shall recognize service with a predecessor Employer or other entity.

- a.  No
- b.  Yes, service with \_\_\_\_\_ shall be recognized for purposes of (check all that apply):
  - (i)  eligibility
  - (ii)  vesting
  - (iii)  contribution accrual
  - (iv)  early retirement
  - (v)  normal retirement
  - (vi)  other: \_\_\_\_\_

2. SERVICE CREDITING METHODS.

If this Plan requires an annual service requirement to receive an Employer contribution as selected in Section G, the Hours of Service crediting method shall be used for this purpose, and the applicable computation period shall be the Plan Year (or Short Plan Year). The service crediting method for all other purposes shall be as follows:

- a. SERVICE CREDITING METHOD (select one)
  - (i)  Hours of Service crediting method
  - (ii)  elapsed time crediting method
- b. If the Hours of Service crediting method is selected in Section E.2.a.(i) above, then the following must be completed, and shall apply to all Employees:
  - (i) Hours of Service crediting method (select one of the following):
    - (a)  actual hours
    - (b)  days worked
    - (c)  months worked
    - (d)  other: \_\_\_\_\_
  - (ii) Year of Service means the applicable computation period during which an Employee has completed (select one of the following):
    - (a)  at least \_\_\_\_\_ Hours of Service. (May not exceed 2000 hours.)
    - (b)  other: \_\_\_\_\_
- c. Break in service rules (described in Plan Section 6.04(e)) will be applied under this Plan.
  - (i)  No
  - (ii)  Yes

d. If the Hours of Service Crediting Method is selected in E.2.a.(i) above, then the following computation period elections must be completed, and shall apply to all Employees (select all applicable):

- (i) If service is required for eligibility, the computation period for eligibility shall begin on the date an Employee first performs an Hour of Service and
  - (a)  each anniversary thereof.
  - (b)  shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
- (ii) If service is required for vesting, early retirement or normal retirement, the computation period for such purposes shall begin on the date an Employee first performs an Hour of Service and:
  - (a)  each anniversary thereof.
  - (b)  shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
  - (c)  end on the last day of each Plan Year.

**F. ELIGIBILITY REQUIREMENTS; INITIAL PLAN ENTRY; PLAN ENTRY DATE.**

**NOTE:** This Section F must not be completed in a manner which restricts an Employee's participation to the Plan Year in which that Employee terminates employment.

1. EXCLUDED CLASSIFICATIONS OF EMPLOYEES shall mean all Employees of the Employer checked below: (**NOTE:** Any classification under "other" must be objectively determinable and free from Employer discretion, and may not identify specific individuals (other than by eligible position or title). In addition, any classification under "other" must not exclude all employees other than a closed or finite group of individuals. Exclusions shall not apply to contributions under Section G.3.b. of this Adoption Agreement.)

<u>For all purposes of the Plan (Do not check items in additional columns if this column selected):</u>	<u>For purposes of Employee nonelective (414(h) pick-up) contributions:</u>	<u>For purposes of Employer matching contributions:</u>	<u>For purposes of Special Pay contributions and Employer contributions, other than Employer matching contributions:</u>
<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions
<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid
<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried
<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees
<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens
<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees
<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)
<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.

- [X] other (see limitations in "Note" above) Fire Department Employees covered under the Town of Lake Park Municipal Firefighters Retirement Fund (defined benefit plan). Police Officers covered under the Town of Lake Park Municipal Police Officers Retirement Fund (defined benefit plan). Bond Project Employees and Part-time Employees who were not already participating in the Plan on April 1, 2009.
- [ ] other (see limitations in "Note" above) \_\_\_\_\_
- [ ] other (see limitations in "Note" above) \_\_\_\_\_
- [ ] other (see limitations in "Note" above) \_\_\_\_\_

2. CONDITIONS OF ELIGIBILITY (Plan Section 3.01).

Any Employee who is not a member of an excluded classification (Section F.1.) must satisfy the following minimum age and service requirements, if any, for participation in the Plan (other than contributions described in G.3.b.): (Check one of a. – e. May also check f., if applicable).

- a. [ ] No age or service required.
- b. [X] Attainment of age 18 (not to exceed 26).
- c. [X] Completion of 1 (not to exceed 5) Year(s) of Service.
- d. [ ] Completion of \_\_\_\_\_ (not to exceed 60) Month(s) of Service.
- e. [ ] Other age or service requirement (not to exceed the parameters in b.- d. above): \_\_\_\_\_
- f. [ ] FOR NEW PLANS ONLY – Regardless of any of the above age or service requirements, any Employee who was employed on the Effective Date of the Plan shall be eligible to participate in Employer contributions as of such date. (Must also elect 3.f. below.)

3. EFFECTIVE DATE OF PARTICIPATION (Plan Section 3.02).

An Employee who has satisfied the requirements, if any, of Section F shall become a Participant as of: (Check one of a. – e.; check f. if applicable.)

- a. [ ] such Employee's first Hour of Service (no age or service requirements).
- b. [X] the first day of the first payroll period coinciding with or next following the date the eligibility requirements are satisfied.
- c. [ ] the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which the eligibility requirements are satisfied.
- d. [ ] the first day of the Plan Year next following the date the eligibility requirements are satisfied.
- e. [ ] other: \_\_\_\_\_
- f. [ ] FOR NEW PLANS ONLY – Any Employee who was employed on the Effective Date of the Plan shall become a Participant on the Effective Date of the Plan. All other Employees shall become Participants as of the date selected in 3.a. through 3.e. above. (Must also elect 2.f. above.)

**G. CONTRIBUTIONS AND FORFEITURES.**

1. EMPLOYEE NONELECTIVE CONTRIBUTIONS (414(h) pick up; Plan Section 4.01(c)):

- a. [X] N/A. No Employee nonelective contributions are allowed.
- b. [ ] Employee nonelective contributions in the amount of \_\_\_\_\_ (must be greater than zero if selected) percent of Compensation shall be made to the Plan.

2. EMPLOYER MATCHING CONTRIBUTIONS:

- a. Formulas (select all that apply):
  - (i) [ ] N/A. No Employer matching contributions in this Plan.

- (ii)  \_\_\_\_\_% of a Participant's elective deferral contributions. Elective deferral contributions in excess of \_\_\_\_\_% of a Participant's Compensation for the year shall not be matched. (Must also complete G.2.b. below.)
- (iii)  Equals the percentage of elective deferral contributions determined under the following schedule: (Must also complete G.2.b. below.)

Years of Service	Matching Percentage
1-5	50%
6-10	75%
11+	100%

Elective deferral contributions in excess of 5% of a Participant's Compensation for the year shall not be matched.

- (iv)  Other: \_\_\_\_\_

- b. Employer matching contributions shall be made based on elective deferral (pre-tax) contributions to the following plan(s) of the Employer (insert name of plan(s) to which the elective deferral contributions being matched will be made):  
Town of Lake Park Deferred Compensation Plan

3. EMPLOYER CONTRIBUTIONS (other than Employer matching contributions):

The Employer shall make the following contribution(s) to the Plan:

- a.  EMPLOYER CONTRIBUTIONS GENERALLY (choose all that apply): *Note: The applicable dollar amount or percentage of Compensation in this section G.3.a. must be greater than zero. In addition, contributions under this Section G.3.a. must be for the exclusive benefit of Employees or their Beneficiaries.*

- (i)  An amount equal to \$\_\_\_\_\_ on behalf of each Participant per period indicated below:
  - (a)  calendar quarter
  - (b)  month
  - (c)  pay period
  - (d)  week
  - (e)  plan year
- (ii)  An amount equal to \$\_\_\_\_\_ per Hour of Service up to \_\_\_\_\_ hours per Plan Year.
- (iii)  An amount, equal to 7.5% of each Participant's Compensation for the Plan Year, or \$\_\_\_\_\_ on behalf of each Participant for the Plan Year. (May select either percentage of Compensation or dollar amount, but not both.)
- (iv)  An amount equal to \_\_\_\_\_% of each Participant's Compensation for the Plan Year, plus \_\_\_\_\_% of such Compensation in excess of \$\_\_\_\_\_ (Must be an amount which is less than the applicable "annual compensation limit" as specified in Plan Section 1.08).
- (v)  Other: \_\_\_\_\_

- b.  CONTRIBUTIONS FOR PART-TIME, SEASONAL AND TEMPORARY EMPLOYEES: An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by the Employee Nonelective Contributions described in Section G.1. actually contributed to the Participant's account during such Plan Year, provided that such Contribution shall be made solely for Part-time, Seasonal, or Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Treasury Regulation Section 31.3121(b)(7)-2.

- c.  SPECIAL PAY CONTRIBUTIONS: An amount equal to the Employee's current daily rate of pay multiplied by the Participant's number of unused accumulated Special Pay Days in excess of 0 (enter 0 if no excluded days), but not to exceed N/A days (enter N/A if no upper limit).

Special Pay contributions shall be made with respect to:

- (i)  accumulated Vacation Pay Days
- (ii)  accumulated Sick Leave Days
- (iii)  both accumulated Vacation Pay and accumulated Sick Leave Days

Such contributions shall be made for a Plan Year:

- (i)  for any Employee who is terminating employment during such Plan Year and who has accumulated Special Pay Days described in this Section G.3.c.
- (ii)  for any active or terminating Employee with accumulated Special Pay Days described in this Section G.3.c.

4. HOURS REQUIRED TO SHARE IN ALLOCATION: An active Participant must work a specified number of Hours of Service in order to share in:

a. Employer matching contributions.

- (i)  No minimum number of hours is required.
- (ii)  Yes, a Participant must work a minimum of \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours. This option not available if matching contributions are remitted to the Plan each pay period.)

b. Employer contributions described in Section G.3.a.

- (i)  No minimum number of hours is required.
- (ii)  Yes, a Participant must work a minimum of \_\_\_\_\_ Hours of Service during the Plan Year. (May not exceed 2000 hours. This option not available if Special Pay contributions are elected in Section G.3.c. This option also not available if Employer contributions are remitted to the Plan each pay period, or if an allocation period other than the Plan Year is selected in Section G.3.a.(i).)

5. FORFEITURES (Plan Section 4.03(e)):

Forfeitures of Employer contributions under Sections G.2. and G.3.a. shall be:

- a.  N/A. Employer contributions are 100% Vested.
- b.  used to reduce future Employer contributions under this Plan.
- c.  allocated to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for the year.
- d.  Other (must require use/exhaustion of forfeitures as soon as administratively feasible):  
\_\_\_\_\_

6. CONTRIBUTIONS AND FORFEITURES ALLOCATED TO TERMINATED PARTICIPANTS (Plan Section 4.03(e)):

For contributions described in Section G.2. only, a Terminated Participant shall share in the allocation of Employer matching contributions and forfeitures for the Plan Year as follows:

- a.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation.
- b.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.)
- d.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.)
- e.  A Participant is not required to be employed on the last day of the Plan Year or work a minimum number of hours in order to share in the allocation.

For contributions described in Section G.3.a. only, a Terminated Participant shall share in the allocation of Employer contributions (other than Employer matching contributions) for the Plan Year or other allocation period as follows. Notwithstanding the period selected in Section G.3.a.(i), forfeitures shall be allocated based on the Plan Year.

- a.  A Participant must be employed on the last day of such Plan Year (or other applicable period as selected in Section G.3.a.(i)) to share in the allocation of Employer contributions.
- b.  A Participant must be employed on the last day of the Plan Year (or other allocation period as selected in Section G.3.a.(i)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement. Notwithstanding the period selected in Section G.3.a.(i), forfeitures shall be allocated to any Participant employed on the last day of the Plan Year, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c.  A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i)) in order to share in the allocation, unless such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(i) is selected, then the Hours of Service requirement is applicable to allocation of forfeitures only.
- d.  A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(i) is selected, then the Hours of Service requirement is applicable to allocation of forfeitures only.



- e.  A Participant is not required to be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i) or work a minimum number of hours in order to share in the allocation.

7. FROZEN PLAN:

- a.  N/A. Plan is not frozen.  
b.  This Plan is a frozen plan effective \_\_\_\_\_. No contributions will be made to the Plan with respect to any period following the stated date.

8. CONTINUED BENEFIT ACCRUALS FOR PARTICIPANTS ON MILITARY LEAVE (Plan Section 12.02). Continued benefit accruals for the HEART Act will not apply unless elected below:

- a.  The provisions of Plan Section 12.02 apply effective as of: (select one)  
(i)  the first day of the 2007 Plan Year  
(ii)  \_\_\_\_\_ (may not be earlier than first day of the 2007 Plan Year)

However, the provisions no longer apply effective as of: (select if applicable)

- (iii)  \_\_\_\_\_

**H. COMPENSATION.**

1. COMPENSATION with respect to any Participant means:

- a.  Wages, tips and other Compensation on Form W-2.  
b.  415 safe-harbor compensation.  
c.  Code section 3401 wages (wages for Federal income tax withholding).

However, Compensation shall exclude:

- (i)  N/A. No exclusions  
(ii)  overtime  
(iii)  bonuses  
(iv)  commissions  
(v)  shift differential pay  
(vi)  other \_\_\_\_\_  
(Must be objectively determinable and applied in a uniform, nondiscriminatory basis, e.g., taxable reimbursements or other fringe benefits.)

2. Compensation shall be based on:

- a.  the Plan Year.  
b.  the Fiscal Year ending with or within the Plan Year.  
c.  the calendar year ending with or within the Plan Year.

3. However, for an Employee's first year of participation, Compensation shall be recognized as of:

- a.  the first day of the period selected in 2. above.  
b.  the Participant's Effective Date of Participation (Section F.3.).

4. In addition, Compensation shall include compensation that is not currently includible in the Participant's gross income (salary reduction amounts) by reason of the application of Code Sections 125, 402(g)(3) or 457, and 132(f)(4).

- a.  Yes  
(i)  Code Section 125 elective deferrals will include deemed Code Section 125 compensation.  
(ii)  Code Section 125 elective deferrals will not include deemed Code Section 125 compensation.

- b.  No

5. Compensation for purposes of calculating contributions to the Plan will be determined:

- a.  on an annual basis.  
b.  on a payroll period basis (must also check (i) or (ii) below).  
(i)  Contributions will be adjusted, if necessary, to meet the Plan formula on an annual basis.  
(ii)  Contributions will not be adjusted to meet the Plan formula on an annual basis.

6. Differential wage payments (as described in Plan Section 12.03) will be treated, for Plan Years beginning after December 31, 2008, as Compensation for all Plan benefit purposes unless a. is elected below:

- a.  In lieu of the above default provision, the Employer elects the following (select all that apply):

- (i)  The inclusion is effective for Plan Years beginning after \_\_\_\_\_ (may not be earlier than December 31, 2008).
- (ii)  The inclusion only applies to Compensation for purposes of Employee nonelective contributions.
- (iii)  Differential wage payments shall not be treated as Compensation for purposes of any Plan benefit accruals.

7. Compensation paid after severance from employment (Plan Section 4.04). Note: The Employer only needs to complete Section H.7.b. in order to override the default provisions set forth in H.7.a., below. If the Plan will use all of the default provisions, then Section H.7.b. should be skipped.

- a. **Default provisions.** Unless the Employer elects otherwise in Section H.7.b. below, the following defaults will apply:
  - (i) The provisions of the Plan setting forth the definition of compensation for purposes of Code § 415 (hereinafter referred to as "415 Compensation") shall be modified (with respect to amounts paid after Severance from Employment) by (1) including payments for unused sick, vacation or other leave and payments from nonqualified unfunded deferred compensation plans (Plan Section 4.04(d)(2)(ii)), (2) excluding salary continuation payments for participants on military leave (Plan Section 4.04(d)(2)(iii)), and (3) excluding salary continuation payments for disabled participants (Plan Section 4.04(d)(2)(iv)).
  - (ii) The "first few weeks rule" does not apply for purposes of 415 Compensation (Plan Section 4.04(d)(2)).
  - (iii) The Plan's definition of compensation for allocation purposes (hereinafter referred to as "Plan Compensation") shall be modified to provide for the same adjustments to Plan Compensation (for all contribution types) that are made to 415 Compensation pursuant to this Section H.7.
- b. In lieu of the default provisions in H.7.a., above, the following apply (select all that apply; if no selections are made, then the defaults apply):

**415 Compensation (select all that apply):**

- (i)  Exclude leave cashouts and deferred compensation (Plan Section 4.04(d)(2)(ii))
- (ii)  Include military continuation payments (Plan Section 4.04(d)(2)(iii))
- (iii)  Include disability continuation payments (Plan Section 4.04(d)(2)(iv)) for all participants, and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- (iv)  Apply the administrative delay ("first few weeks") rule (Plan Section 4.04(d)(2))

**Plan Compensation (select all that apply):**

- (v)  No change from existing Plan provisions
- (vi)  Exclude all post-severance compensation
- (vii)  Exclude post-severance regular pay
- (viii)  Exclude leave cashouts and deferred compensation
- (ix)  Include post-severance military continuation payments
- (x)  Include post-severance disability continuation payments for all participants, and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- (xi)  Other: \_\_\_\_\_

**Plan Compensation Special Effective Date.** The definition of Plan Compensation is modified as set forth herein effective as of the same date as the 415 Compensation change is effective unless otherwise specified:

- (xii)  \_\_\_\_\_ (enter the effective date)

**I. TRANSFERS AND ROLLOVERS FROM OTHER EMPLOYER PLANS (Plan Section 4.06) will be allowed:**

- 1.  No.
- 2.  Yes, for Participants only.
- 3.  Yes, for all Employees. (Must be selected for plans which intend to accept transfers or rollovers from Code Section 414(k) accounts under defined benefit plans for all Employees, regardless of their status as Participants.)

If I.2. or I.3. is chosen:

Distributions from a Participant's Rollover Account may be made at any time, even if there is no distributable event which permits a distribution of other accounts.

- a.  No
- b.  Yes

**J. VESTING. (Plan Section 6.04(b)).**

- 1. The vesting schedule(s) for Employer contributions (other than those described in G.1., G.3.b. or G.3.c.), based on number of Years of Service (or twelve month Periods of Service, if Elapsed Time) shall be as follows:

Employer contributions (other than matching):

Employer Matching Contributions:

- |   |   |
|---|---|
| a. <input type="checkbox"/> 100% immediate                              | a. <input type="checkbox"/> 100% immediate                              |
| b. <input type="checkbox"/> _____ - Year Cliff (not to exceed 15 years) | b. <input type="checkbox"/> _____ - Year Cliff (not to exceed 15 years) |

c. <input checked="" type="checkbox"/> Graded:		c. <input checked="" type="checkbox"/> Graded:	
<u>Years of Service</u>	<u>Vesting Percentage</u>	<u>Years of Service</u>	<u>Vesting Percentage</u>
(not to exceed 15)		(not to exceed 15)	
1	0%	1	0%
2	25%	2	25%
3	50%	3	50%
4	75%	4	75%
5	100%	5	100%

d.  Other (must provide for 100% vesting after no more than 15 years of service): \_\_\_\_\_

2. In determining Years of Service or Periods of Service for vesting purposes, the following service shall be EXCLUDED:

- a.  N/A. All Years of Service or Periods of Service shall be counted.
- b.  Service prior to the Effective Date of the Plan or a predecessor plan.
- c.  Service prior to the time an Employee attained age 18.

3. Vesting Upon Death

- a.  100% vesting, or
- b.  apply vesting schedule

4. Vesting Upon Disability

- a.  100% vesting, or
- b.  apply vesting schedule

**K. NORMAL RETIREMENT AGE; EARLY RETIREMENT AGE.**

1. NORMAL RETIREMENT AGE ("NRA") means (must comply with Treas. Reg. § 1.401(a)-1(b)(2)):

- a.  attainment of age 65 (not to exceed 65).
- b.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- c.  other: \_\_\_\_\_

2. EARLY RETIREMENT AGE ("ERA") means:

- a.  no early retirement provision.
- b.  attainment of age \_\_\_\_\_ (not to exceed 65).
- c.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- d.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or completion of \_\_\_\_\_ (not to exceed 10) Years of Service or \_\_\_\_\_ (not to exceed 120) Months of Service.
- e.  other: \_\_\_\_\_

**L. DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT** (Plan Section 6.04(a)). Distributions upon termination of employment shall not be made unless the following conditions have been satisfied:

- 1.  N/A. Immediate distributions may be made at Participant's election.
- 2.  The Participant has incurred \_\_\_\_\_ (not to exceed five (5)) 1-Year Break(s) in Service.
- 3.  The Participant has reached Early or Normal Retirement Age.
- 4.  Distributions may be made at the Participant's election on or after the Anniversary Date following termination of employment.

**M. RESTRICTIONS ON FORM OF DISTRIBUTIONS** (Plan Sections 6.05 and 6.06). If the Employer has designated one or more annuity contracts as eligible investments under the Plan, distributions under the Plan may be made in the form of an annuity. In all cases, distributions under the Plan may be made:

- 1.  in lump sums.
- 2.  in lump sums or installments.

**N. INVOLUNTARY DISTRIBUTIONS**

An immediate distribution of a terminated Participant's Vested interest in the Plan may be made without the consent of the Participant. Note: If the Employer elects 3. or 4., below, the Employer must select an IRA provider for automatic rollovers. See Plan Section 6.05(b).

- 1.  No.
- 2.  Yes, but only if the distribution does not exceed \$1,000.

3.  Yes, but only if the Participant's Vested interest does not exceed the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution. For purposes of determining whether the Participant's Vested interest exceeds the cash-out limit, rollover contributions shall be (must select a. or b. below):
  - a.  excluded
  - b.  included
4.  Yes, regardless of the amount. Note: If any portion of the Participant's Vested interest is attributable to contributions for Part-time, Seasonal or Temporary Employees under Section G.3.b., distribution may not be made without the Participant's consent if the Participant's Vested interest is greater than the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution.
5.  Other: \_\_\_\_\_

**O. NON-SPOUSAL ROLLOVERS** (Plan Section 6.14(g)). Non-spousal rollovers are allowed after December 31, 2006 unless 1. or 2. is elected below (Plan Section 6.14(g) provides that such distributions are always allowed after December 31, 2009):

1.  Non-spousal rollovers are not allowed prior to January 1, 2010.
2.  Non-spousal rollovers are allowed effective \_\_\_\_\_ (not earlier than January 1, 2007 and not later than December 31, 2009).

**P. IN-SERVICE DISTRIBUTIONS AT AGE 62 OR LATER** (Plan Section 6.10). In-service distributions will not be allowed unless 1. is elected below:

1.  In-service distributions will be allowed for Participants at age \_\_\_\_ (cannot be less than 62), effective as of the first day of the 2007 Plan Year, unless another date is elected below:
  - a.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).

**AND**, the following limitations apply to in-service distributions:

- b.  N/A. No limitations.
- c.  The following elections apply to in-service distributions at age 62 or later (select all that apply):
  - (i)  The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
  - (ii)  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - (iii)  Distributions may only be made from accounts that are fully Vested.
  - (iv)  In-service distributions may be made subject to the following provisions:  
\_\_\_\_\_ (must be definitely determinable and not subject to discretion).

**Q. QUALIFIED RESERVIST DISTRIBUTIONS** (Plan Section 6.12). Qualified Reservist Distributions will not be allowed unless 1. is elected below:

1.  Qualified Reservist Distributions are allowed effective as of October 1, 2016 (may not be earlier than September 12, 2001).

**R. DISTRIBUTIONS FOR "DEEMED" SEVERANCE OF EMPLOYMENT OF PARTICIPANT ON MILITARY LEAVE** (Plan Section 12.04). The Plan does not permit distributions pursuant to Plan Section 12.04 unless otherwise elected below:

1.  The Plan permits such distributions, effective January 1, 2007.
2.  The Plan permits such distributions, effective as of October 1, 2016 (may not be earlier than January 1, 2007).

**S. LOANS TO PARTICIPANTS** (Plan Section 11.01)

Loans to Participants shall be made:

1.  No (must be selected for plans that select G.3.b.)
2.  Yes, for any reason
3.  Yes, but only on account of hardship or financial need

**T. DIRECTED INVESTMENT ACCOUNTS** (Plan Section 4.09) are permitted for the interest in any one or more accounts:

1.  Yes, but subject to the following restrictions:
  - a.  No restrictions apply.
  - b.  Only if accounts are 100% Vested.
2.  No
3.  Other: \_\_\_\_\_

U. **WRERA (RMD WAIVERS FOR 2009)** (Plan Section 6.16). The provisions of Plan Section 6.16(a) apply (RMDs continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas RMDs are suspended for all other Participants and Beneficiaries) unless otherwise elected below:

1.  The provisions of Plan Section 6.16(b) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).
2.  The provisions of Plan Section 6.16(c) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).
3.  Other: \_\_\_\_\_.

For purposes of Plan Section 6.16, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H)):

4.  2009 RMDs (as defined in Section 6.16(a) of the Plan) and installment payments that include 2009 RMDs.
5.  2009 RMDs (as defined in Section 6.16(a) of the Plan) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

V. **DOMESTIC RELATIONS ORDERS** (Plan Section 6.13). Distributions to an "alternate payee" may be made prior to the time when the Participant is entitled to a distribution under the terms of the Plan:

1.  No
2.  Yes

W. **TOTAL AND PERMANENT DISABILITY** (Plan Section 1.45). Total and Permanent Disability will be determined based on the definition in Section 1.45 of the Plan unless an alternate definition is elected and described below:

1.  Alternate definition: \_\_\_\_\_

**RESTRICTIONS ON USE OF ADOPTION AGREEMENT:** This Adoption Agreement may be used solely in conjunction with the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the Basic Plan Document). The Adoption Agreement and the Basic Plan Document together constitute the "volume submitter document" that is being adopted by the Employer.

**APPROVAL BY VOLUME SUBMITTER PRACTITIONER REQUIRED:** This volume submitter specimen document may be adopted only with the approval of the Volume Submitter Practitioner identified in Section A above. However, the adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors. The Volume Submitter Practitioner will inform the adopting Employer of any amendments made to the volume submitter document, or of the discontinuance or abandonment of the volume submitter document.

**RELIANCE ON VOLUME SUBMITTER PLAN:** The adopting Employer may rely on an advisory letter issued to the Volume Submitter Practitioner by the Internal Revenue Service as evidence that the plan is qualified under Code Section 401 only if (1) the Employer's plan is identical to a volume submitter specimen plan with a currently valid favorable advisory letter, (2) the Employer has chosen only options permitted under the Adoption Agreement portion of the specimen document, (3) the Employer has followed the terms of the plan, and (4) all other conditions of section 19 of Revenue Procedure 2011-49 have been satisfied.

The Employer may not rely on an advisory letter in certain circumstances or with respect to certain qualification requirements as described in section 19 of Revenue Procedure 2011-49. For example, the Employer may not rely on an advisory letter with respect to the requirements of Section 415 if the Employer maintains or has ever maintained another plan covering some of the same participants. In those circumstances where an Employer is not permitted to rely on an advisory letter issued to the Volume Submitter Practitioner, either generally or with respect to a particular qualification requirement, the Employer may choose to apply to the Internal Revenue Service for a determination letter.

**CAUTION:** This volume submitter document has been designed for use solely by Employers that are state or local governmental entities. As such, it is designed solely for "governmental plans" that are exempt from Title I of ERISA and certain provisions of the Internal Revenue Code that otherwise apply to qualified plans. However, there may be restrictions under state or local law on a governmental Employer's right to establish its own qualified plan (or on the types of provisions that may be included in such plan). The Employer should consult with legal counsel to verify that the establishment of this plan (or the specific provisions elected in this Adoption Agreement) are not contrary to existing state law. Neither the Volume Submitter Practitioner nor its employees or representatives are authorized to provide legal or tax advice to the Employer or its employees or representatives. Failure to properly complete this Adoption Agreement may result in disqualification of the plan.

Signed this 6 day of April, 2016.

Name of Employer: Town of Lake Park

Signed: 

Printed name and title: James DuBois - Mayor

Name of Trustee\*: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Name of Co-Trustee\*: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Mailing Address of Trustee(s)\*:

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

Approval of Volume Submitter Practitioner: The Employer's adoption of this volume submitter document is approved by the Volume Submitter Practitioner, VALIC Retirement Services Company.

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

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

Title: \_\_\_\_\_

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

## Appendix A

### Special Effective Dates

Pursuant to Section 7.01(a) of the Basic Plan Document, the Employer may specify or change the effective date of one or more provisions of the Adoption Agreement by completing this Appendix A. The Employer may wish to specify one or more special effective dates if, for example, (i) certain Plan provisions will not be effective until a later date, or (ii) the Plan is being restated for the Pension Protection Act of 2006 (retroactive to the first day of the current Plan Year), and special effective dates are needed to reflect discretionary amendments to the Plan since the beginning of the Plan Year. However, no special effective date may be earlier than the Effective Date (or the Restated Effective Date, in the case of a restatement) of the Plan, and no special effective date shall result in the delay of a Plan provision beyond the permissible effective date under any applicable law. For periods prior to the special effective date(s) specified below, the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions.

**SPECIAL EFFECTIVE DATES.** The following special effective dates apply: (select a. or all that apply)

- a.  **N/A.** The Employer is not electing any special effective dates.
- b.  **Eligibility Requirements.** The Eligibility and/or Entry Date provisions in Section F. are effective: October 1, 2016
- c.  **Contributions and Forfeitures.** The Contribution and/or Forfeiture provisions in Section G. are effective: October 1, 2016
- d.  **Compensation.** The Compensation provisions in Section H. are effective: \_\_\_\_\_
- e.  **Vesting.** The Vesting provisions in Section J. are effective: October 1, 2016
- f.  **Other special effective date(s):** The Service Crediting Method provisions in Section E. and the Transfers and Rollovers provisions in Section I. are effective October 1, 2016



**PARTICIPATION AGREEMENT**

[X] Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. **EFFECTIVE DATE.** (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: \_\_\_\_\_.

2. **NEW PLAN/RESTATEMENT.** The Participating Employer's adoption of this Plan constitutes: *(Choose one of (a) or (b))*

- a.  The adoption of a new plan by the Participating Employer.
- b.  The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: \_\_\_\_\_ and having an original effective date of: \_\_\_\_\_.

3. **PREDECESSOR EMPLOYER SERVICE.** In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: *(Choose one or more of (a) through (e) as applicable)*

- a.  Eligibility.
- b.  Vesting.
- c.  Contribution Accrual.
- d.  Early Retirement Age.
- e.  Normal Retirement Age.

Name of Plan: \_\_\_\_\_

Name of Participating Employer: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Participating Employer's EIN: \_\_\_\_\_

**Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.**

Name of Signatory Employer: \_\_\_\_\_

Name(s) of Trustee: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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

*[Note: Each Participating Employer must execute a separate Participation Agreement.]*