

RESOLUTION NO. 14-2010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, ADOPTING THE LINCOLN ALLIANCE PROGRAM 457(b) GOVERNMENTAL DEFERRED COMPENSATION PLAN AND AMENDMENT WITH THE LINCOLN FINANCIAL GROUP AND AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE ALL DOCUMENTS TO IMPLEMENT THE PLAN.

WHEREAS, the City of Mesquite ("City") established a Deferred Compensation Plan to be made available to all eligible City employees and elected officials pursuant to Section 457 of the IRS Code of 1954 permitting such plans in accordance with Resolution No. 10-80 on March 24, 1980; and

WHEREAS, the City wishes to replace such a plan with the Lincoln Alliance Program 457(b) Governmental Deferred Compensation Plan ("Plan") with the Lincoln Financial Group and to amend the Plan to reflect the applicable provisions of recently enacted legislation affecting the Plan (the "Amendment").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

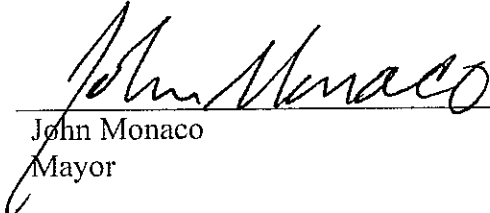
SECTION 1. That the City Council hereby adopts the Lincoln Alliance Program 457(b) Governmental Deferred Compensation Plan ("Plan") with the Lincoln Financial Group as the City of Mesquite's ("City") only deferred compensation plan for the voluntary participation of all eligible City employees and elected officials.

SECTION 2. That the City Council desires to amend the Plan as provided therein to reflect the applicable provisions of the Pension Protection Act of 2006, the Heroes Earnings Assistance and Relief Tax Act of 2008, the Emergency Economic Stabilization Act of 2008 known as the Heartland Disaster Tax Relief Act of 2008, and the Worker, Retiree and Employer Recovery Act of 2008 ("Amendment"), attached hereto as Exhibit "A."

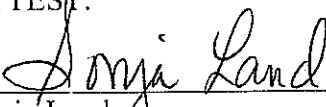
SECTION 3. That in order to accumulate the appropriate funds to meet the City's obligation to pay benefits to participants in accordance with the Plan, the City Council does hereby authorize and approve all trust agreements, contracts and other documents (the "documents") required by the Lincoln Financial Group to implement the Plan and its Amendment.

SECTION 4. That the City Manager is hereby authorized to finalize and execute the documents and to act as Administrator of the Plan representing the City and to approve individual joinder agreements with each said employee requesting same. It is understood that there is to be no cost or contributions by the City to the Plan other than the incidental expenses of collecting and disbursing the employees' deferrals and other minor administrative matters.

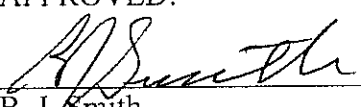
DULY RESOLVED by the City Council of the City of Mesquite, Texas on the 19th day of April, 2010.

  
\_\_\_\_\_  
John Monaco  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED:

  
\_\_\_\_\_  
B. J. Smith  
City Attorney

APPROVED BY CITY COUNCIL  
DATE 4/19/10 #4  
CITY SEC. \_\_\_\_\_



April 9, 2010

Ms Lety Garcia  
City of Mesquite  
1515 N Galloway Avenue  
Mesquite TX 75149-2359

Re: CMES-001 - 457(b) Governmental Plan for City of Mesquite

Dear Ms Garcia:

Thank you for allowing us to provide services to your 457(b) governmental plan for City of Mesquite. Enclosed, you will find a copy of the updated 457(b) Governmental Plan sample document. Please carefully review the sample document to ensure your acceptance of the changes. **A copy MUST be returned to me in order for us to send future updates to you to help you keep your plan in compliance.**

If you should have questions regarding your plan, please contact your representative, Aaron Moore, or you may contact me at the Lincoln Financial Group home office at 1-800-454-6265, ext. 6488.

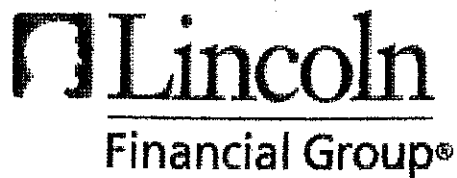
Please let me know if I can be of further assistance.

Sincerely,

Laurie Howard  
Plan Document Consultant 5H-04

Enclosure

cc: Aaron Moore, U234  
Rachel Knapp, U234  
Brooke Claussen



## City of Mesquite

### **Lincoln Alliance<sup>®</sup> Program 457(b) Governmental Deferred Compensation Plan**

*This document is not an IRS approved prototype and Lincoln National Life Insurance Company (Lincoln Alliance<sup>®</sup> Program) makes no guarantees or warranties, expressed or implied, regarding the tax effects of this proposed language. Lincoln Alliance<sup>®</sup> Program recommends that the plan sponsor and any participating employer consult legal counsel or a tax advisor regarding the adoption of this plan.*

The Lincoln National Life Insurance Company  
1300 South Clinton Street  
PO Box 2340  
Fort Wayne, Indiana 46802  
Phone 800-4LINCOLN

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Form 32723 ALAO 11/06 Includes Automatic Rollovers of Distributions of Smaller Accounts

Lincoln Alliance<sup>®</sup> Program 457(b) Governmental Deferred Compensation Plan

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# Deferred Compensation Plan of City of Mesquite

## I. Introduction

In accordance with the provisions of City of Mesquite (Citation to state or local law, board resolution, etc. authorizing this deferred compensation plan), City of Mesquite the *employer*, hereby establishes the City of Mesquite Deferred Compensation Plan (“*plan*”) pursuant to Section 457(b) of the *Code*.

This *plan* is an “eligible deferred compensation plan” as that term is defined under Section 457(b) of the *Code* for employers described in 457(e)(1)(A) of the *Code*, and is not governed by Section 457(f) of the *Code*. The *plan* shall operate independently of, and in addition to, any 457(f) plan maintained by the *employer* and shall not constitute a modification of any such 457(f) plan or any other deferred compensation plan being maintained by the *employer*. Nothing contained in this *plan* shall be deemed to constitute an employment contract or agreement for services between a *participant* and the *employer* nor shall it be deemed to give a *participant* any right to be retained in the employ of, or modify the terms of any employment contract or agreement for services between a *participant* and the *employer*.

## II. Definitions

**2.01 Administrator** shall mean the person or persons appointed by the *employer* to administer the *plan*. If none is appointed, the *employer* shall be deemed the *administrator*.

**2.02 Beneficiary** shall mean the persons or entities designated by a *participant* who are entitled to benefits following the *participant's* death pursuant to Section 5.02 or an alternate payee as described in Section 5.08.

**2.03 Code** shall mean the Internal Revenue Code of 1986, as amended, or any future United States internal revenue law. References herein to specific Section numbers shall be deemed to refer to corresponding provisions of any future United States internal revenue law.

**2.04 Compensation** shall mean all payments made to an *employee* by the *employer* as remuneration for services rendered, including salaries and fees.

**2.05 Employee** shall mean any *employee* or independent contractor (including an elected or appointed official) who performs services for and receives any type of *compensation* from the *employer* (or any agency, department, subdivision or

instrumentality of the *employer*) for whom services are rendered.

**2.06 Employer** shall mean City of Mesquite.

**2.07 Includible compensation** shall mean, for purposes of the limitation set forth in Section 4.02, *compensation* for services performed for the *employer* as provided under 415(c)(3) of the *Code* with respect to “participant’s *compensation*.” The amount of *includible compensation* is determined without regard to any community property laws.

**2.08 Normal retirement age** shall mean age 50. Normal retirement age shall mean, the age that is on or after the earlier of (1) age 65, (2) the age at which a *participant* has the right to retire and receive, under the basic defined benefit pension *plan* of the state, immediate retirement benefits without actuarial or similar reduction or (3) the normal retirement age as described in the *employer's* Money Purchase Plan. The normal retirement age may not be later than age 70 ½. Alternatively, a *plan* may provide that a *participant* is allowed to designate a *normal retirement age* within these ages which is deemed to be made upon a catch-up election under Section 4.03.

**2.09 Participant** shall mean any *employee* who executes a *participation agreement* with the *administrator* assenting to the provisions of this *plan*, once the *agreement* has been approved by the *administrator*. The *administrator*, if otherwise eligible, may participate in the *plan*.

**2.10 Participation agreement** shall mean the agreement executed and filed by an *employee* with the *employer* pursuant to Section 4.01, in which the *employee* elects to become a *participant* in the *plan*.

**2.11 Plan year** shall mean the calendar year.

**2.12 Rollover** shall mean a tax-free transfer of all or a portion of an eligible *rollover* distribution amount from one eligible retirement plan to another eligible plan pursuant Section 402(c) of the *Code*.

**2.13 Severance from Employment** shall mean the *participant's* termination from service with the *employer* for any reason, including death, disability, or retirement.

**2.14 Total amount deferred** shall mean, with respect to each *participant*, the sum of all *compensation* deferred under the *plan*, plus income or less loss thereon calculated in accordance with Section 4.09 attributable to the investment options designated in the *participant's participation agreement(s)* under which such *compensation* was deferred and in any subsequent election(s) to change investment options. *Total amount deferred* shall include non-elective contributions as described in Section 14.01. Except as otherwise specifically indicated, *total amount deferred* shall include any *rollover* amount held by the *plan*.

**2.15 Unforeseeable emergency** shall mean a severe financial hardship of the *participant* or *beneficiary* resulting from an illness or accident of the *participant* or *beneficiary*, the *participant's* or *beneficiary's* spouse or the *participant's* or *beneficiary's* dependent (as defined in Section 152(a) of the *Code*); loss of the *participant's* or *beneficiary's* property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the *participant* or the *beneficiary*. Examples of severe financial hardship include (1) imminent foreclosure of or eviction from the *participant's* or *beneficiary's* primary residence, (2) the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, and (3) the need to pay for funeral expenses of a spouse or a dependent (as defined in Section 152(a) of the *Code*). The *administrator* shall determine in its sole discretion whether a hardship to a *participant* constitutes an *unforeseeable emergency*.

### III. Administration

#### 3.01 Administration

This *plan* shall be administered by the *administrator*, who shall represent the *employer* in all matters concerning the administration of this *plan*.

#### 3.02 Appointment and termination of administrator

The City of Mesquite shall be the *administrator*. The rights, powers, privileges, and duties of the *administrator* shall pass to each successor *administrator* as appointed by the *employer*.

#### 3.03 Powers of the administrator

Subject to any applicable laws, the *administrator* shall have full power and authority to adopt rules and regulations for the administration of the *plan*, and to interpret, alter, amend, or revoke any rules and regulations so adopted.

#### 3.04 Actions of the administrator

Every action taken by the *administrator* shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon it. The *administrator* shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested, unless the contrary be proven by affirmative evidence. The *administrator* shall not be liable for amounts payable under the *plan*.

#### 3.05 Reports and records

For convenience and to facilitate the orderly administration of the *plan*, the *administrator* shall maintain a deferred compensation ledger account with respect to each *participant*.

#### 3.06 Delegation of duties

Subject to any applicable laws and any approvals required by the *employer*, the *administrator* may delegate any or all of its powers and duties hereunder to another person, persons, or entity, and may pay reasonable *compensation* for such services as an administrative expense of the *plan*, to the extent such *compensation* is not otherwise paid.

### IV. Participation in the plan

#### 4.01 Enrollment in the plan

(a) An *employee* may become a *participant* by executing a *participation agreement*. *Compensation* will be deferred for any calendar month only if a *participation agreement* providing for such deferral is executed by the *participant* and approved by the *administrator* or its designee before the beginning of such month.

(b) A new *employee* may defer *compensation* payable in the calendar month during which the *participant* first becomes an *employee* if a *participation agreement* providing for the deferral is entered into on or before the first day on which the *participant* performs services for the *employer*.

(c) By signing the *participation agreement*, the *participant* elects to participate in this *plan* and consents to the deferral by the *employer* and the amount specified in the *participation agreement* from the *participant's* gross *compensation* for each pay period.

#### 4.02 Deferral limitations

Except as provided in Section 4.03 and 4.04, the maximum that may be deferred under the *plan* for any taxable year of a *participant* shall not exceed the lesser of (a) the scheduled amount under Section 457(e)(15)(A) of the *Code* (as adjusted for cost of living increases pursuant to Section 457(e)(15)(B) of the *Code*) or (b) 100% of the *participant's* includible *compensation*. Amounts contributed to this *plan* as *rollover* distributions are not taken into account for purposes of the deferral limit as set forth in this Section 4.02.

In the case of a person who participates in more than one deferred compensation plan governed by Section 457(b) of the *Code*, the limitations set forth in Sections 4.02, 4.03, and 4.04 shall apply to all such plans considered together. The limitation of this Section 4.02 shall not apply to any qualified governmental excess benefit arrangement (as defined in Section 415(m)(3) of the *Code*), and benefits provided under such an arrangement shall not be taken into account in determining whether the *plan* is an eligible deferred compensation plan.

#### 4.03 Limited catch-up

For one or more of the *participant's* last three taxable years ending before attaining *normal retirement age* under the *plan*, the maximum deferral shall be the lesser of:

- (a) Twice the dollar amount in effect under Section 457(e)(15) of the *Code*, or
- (b) The sum of
  - (1) the limitations established for purposes of Section 4.02 of the *plan* for such taxable year (determined without regard to this Section 4.03), plus
  - (2) so much of the limitation established under Section 4.02 for prior taxable years (beginning after December 31, 1978 and during all or any portion of which the *participant* was eligible to participate in this *plan*) as has not theretofore been used under Sections 4.02 or 4.03.

This limited catch-up is not available in the years in which the *participant's* contribution limitation is greater Under Section 4.04.

#### 4.04 Age 50 Catch-up

Any *participant* who is age 50 before the end of the *plan year* may make additional deferrals to the *plan* if their contributions are otherwise limited by the application of Section 4.02 above. Such additional deferrals shall be made in accordance with Section 414(v) of the *Code*. This additional deferral is not available in the years in which the *participant's* contribution limitation is greater under Section 4.03.

#### 4.05 Disallowing deferrals

The *participant* acknowledges the right of the *administrator* to disallow deferral of *compensation* under the *plan* in excess of the limitations stated above. However, the *administrator* shall have no liability to a *participant* if the *administrator* fails to disallow a deferral in excess of such limitations, if the *participant's participation agreement* directed such deferral.

#### 4.06 Modification of participation agreement

A *participant* may modify the *participation agreement* with respect to future amounts in accordance with Section 4.01 at such time as authorized by the *administrator*.

#### 4.07 Revocation of participation agreement

A *participant*, may at any time, revoke his agreement to defer *compensation* by filing a written request for revocation with the *administrator* on a form approved by the *administrator*, at least 30 days prior to the effective date of the revocation. However, his *total amount deferred* shall be distributed only as provided in Articles V and VI.

#### 4.08 Reinstatement of participation agreement

A *participant* who has experienced a leave of absence, as set forth in Article VII, or revoked his *participation agreement* as set forth in Section 4.07 above, may again execute a new *participation agreement* to defer *compensation* not yet earned.

#### 4.09 Choice of Investment

Income will be earned on amounts deferred under the *plan* in accordance with the following procedure. The *administrator* will, in its sole discretion, select certain investment options to be made available for the investment of the *total amount deferred* of each *participant*. These investment options may include annuity contracts.

Each *participant* will designate on his *participation agreement*, or other form as provided by the *administrator*, the investment option or options in which his *total amount deferred* will be invested. If the investment chosen by the *participant* experiences a gain, the *participant's* benefits under the *plan* likewise will reflect income for that period. If the investment chosen by a *participant* experiences a loss, the *participant's* benefits under the *plan* likewise will reflect a loss for that period. The *administrator* may, from time to time, change the investment options made available under the *plan* and may invest such funds in a manner, as it deems prudent. If the *administrator* eliminates a certain investment option, all *participants* who had chosen that investment option may select another investment option; *participants* shall have no right to require the *administrator* to select or retain any particular investment option; and the *administrator* may invest in the investment funds of its own choosing. A *participant* may, from time to time, (whether before or after payments have commenced under the *plan*) on such forms and in accordance with such rules and procedures as the *administrator* may, from time to time, prescribe, change his choice of investment option. Any change with respect to investment options made by either the *administrator* or a *participant*, however, may affect only income to be earned after that change.

#### 4.10 Rollover

*Rollover* contributions are permitted to be made to the *plan* at the discretion of the *administrator*. This *plan* may accept amounts eligible under the *Code* for *rollover* to a Section 457(b) governmental plan, including *rollovers* from 401(a) plans, 457(b) governmental plans, traditional IRAs and 403(b) plans, as otherwise permitted by Section 402(c) or 408(d) of the *Code*. Notwithstanding the preceding sentence, the *plan* shall not accept *rollover* loans. This *plan* shall separately account for *rollovers* from 401(a) plans, 403(b) plans, and traditional IRAs. Amounts attributable to *rollovers* that are maintained in separate accounts are permitted to be distributed at any time even though distribution of other amounts, as described in Article V, are restricted pursuant to 457(d)(1)(A) of the *Code*.

#### 4.11 Deferral of sick, vacation, and back pay



Subject to the *employer's* discretion, a *participant* may elect to defer accumulated sick pay, accumulated vacation pay, and back pay if a *participation agreement* is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the *participant* is an *employee* in that month. In the case of accumulated sick pay, vacation pay, or back pay that is payable before the *participant* has a *severance from employment*, the requirements of the preceding sentence are deemed to be satisfied in the *participation agreement* providing for the deferral is entered into before the amount is currently made available. Any deferrals made under Section 4.11 are subject to the maximum deferral limitations set forth under Section 4.02.

## V. Distribution procedures

### 5.01 Commencement of Benefit

Unless the *participant* has elected, in the manner developed by the *administrator*, a form of distribution described in Article VI, distribution shall commence as soon as administratively possible following his *severance from employment* and will be paid as a lump sum payment. The amount of such lump sum or scheduled payments, unless distributed as annuity contracts, shall equal the value of the *participant's total amount deferred*. All irrevocable elections to defer commencement of benefit payments made prior to December 1, 2002 and defaulted distributions (other than a defaulted distribution to an annuity option) may be voided with respect to amounts not already distributed at the election of the *participant* or *beneficiary*.

### 5.02 Survivor Benefits

In the event of a *participant's* death prior to the distribution of all amounts of his *total amount deferred*, such remaining amounts shall be paid to the *participant's beneficiary* commencing not later than 90 days after the *participant's* death. Such distribution shall be in the form of a single lump sum payment or regularly scheduled payments, at the election of the *participant* in the *participation agreement* or (if there is no such election by the *participant*) of the *beneficiary* after the *participant's* death but at least 30 days (or such lesser number of days as the *administrator* may from time to time specify) prior to the commencement of payments. Each *participant* may designate in his *participation agreement* a *beneficiary* or *beneficiaries* to receive any amounts which may be distributed in the event of his death prior to the complete distribution of the *total amount deferred*. A *participant* may change his designation of *beneficiaries* at any time by filing a proper application with the *administrator*. If no such designation is in effect on a *participant's* death, or if the designated *beneficiary* does not survive the *participant* by 30 days, the *participant's beneficiary* shall be, in the following order, his surviving spouse, child, parent, sibling in such priority order and in equal shares if there is more than one individual in a category, and then to any other persons determined in the sole

discretion of the *administrator*. Should the *administrator* choose not to exercise such discretion, payment will be made to the *participant's* estate. The *plan administrator* should review the investment contract prior to exercising such discretion.

### 5.03 Independent contractor

Notwithstanding any other provisions of this *plan*, any amount payable under Section 5.01 of this *plan* to a *participant* who is or was an independent contractor shall not be paid:

- (a) Before a date at least 12 months after the date on which the contract expires under which services are performed for the *employer* (or, in the case of more than one contract, all such contracts expire), and
- (b) On such date if the *participant* performs services for the *employer* as an independent contractor or *employee* after the expiration of the contract(s) and before such date.

### 5.04 Required beginning date

The entire interest of the *participant* will be distributed, or commence to be distributed, not later than April 1 following the later of the calendar year in which the *participant* attains age 70 1/2 or in the calendar year in which the *participant* retires ("required beginning date"), in amounts as determined by Section 401(a)(9) of the *Code* and the Regulations promulgated thereunder.

### 5.05 Required Minimum Distributions

The *plan* will apply the required minimum distribution rules under Section 401(a)(9) of the *Code* and the Regulations promulgated thereunder, notwithstanding any other provisions of this *plan* to the contrary.

### 5.06 Unforeseeable Emergency

Notwithstanding any other provision herein, in the event of an *unforeseeable emergency* as defined in Section 2.15 hereof, a *participant* may make a request to the *administrator* for payment of all or a portion of the *total amount deferred* to the date of payment. If the application for payment is approved by the *administrator*, payment will be made within 60 days following such approval. Payment shall be limited strictly to that amount reasonably necessary to meet the situation constituting the *unforeseeable emergency*, including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from such distribution. Furthermore, payments may not be made to the extent that a hardship is or may be relieved through reimbursement or compensation by insurance or otherwise, by liquidation of the *participant's* assets (to the extent such liquidation does not itself cause severe financial hardship), or by cessation of deferrals under the *plan*. Any remaining amounts shall be paid in accordance with Articles V and VI of the *plan*.

### 5.07 Election to receive small amounts -Reserved

### 5.08 Qualified Domestic Relations Order

Payments from this *plan* will be made to an alternate payee under a qualified domestic relations order, under the terms of Section 414(p) of the *Code*, as applied by the *administrator*. If so provided by the qualified domestic relations order, distribution of the *total amount deferred* will be made to the alternate payee within a reasonable period of time following the date it is made available under the qualified domestic relations order.

### 5.09 Service credit

A *participant* may direct the transfer of the account balance to a governmental defined benefit plan for the purchase of permissive service credits in accordance with Section 457(e)(17) of the *Code*.

### 5.10 Distribution of Excess Deferral

If a *participant* defers more than the maximum allowed under Section 4.02 for a *plan year*, then as soon as administratively practicable after the *administrator* determines that the limits have been exceeded, the *administrator* shall distribute to the *participant* the excess deferrals, plus income or less loss attributable to such excess deferrals. The excess deferrals are subject to income tax in the year of deferral. Earnings on the excess deferrals are taxable for the year of distribution. If an excess deferral is not corrected by distribution, the plan is an ineligible plan under which benefits are taxable in accordance with ineligible plan rules.

## VI. Form of distributions

6.01 Distributions of amounts under Article V of the *plan* shall conform to the requirements of this Article VI.

- (a) Each *participant* may elect the settlement option and payment period for payments to be made with respect to each event described in Article V from among any alternatives offered by the *administrator*. The settlement options and payment periods available under the *plan* shall be:
- (1) a lump sum distribution;
  - (2) annual or more frequent (but not more frequently than monthly) installments as nearly equal as practicable over a definite period;
  - (3) a life annuity provided by an insurance company.
- (b) If the *total amount deferred* is less than \$5,000, or if a *participant* has elected a settlement option for himself or his *beneficiary* that requires installment or annuity payments of less than \$50 per month, determined as of

the day benefit payments are to commence, then notwithstanding any election made pursuant to subsection (a), the *total amount deferred* shall be paid to the *participant* or his *beneficiary* in a single payment on the date payments are to commence.

- (c) Subject to the provisions of this Article VI, if a *participant* does not effectively elect a settlement option and payment period for benefits payable under Section 5.01 or 5.02, then such benefits shall be paid to the *participant* or *beneficiary* in a lump sum.

### 6.02 Direct rollovers

A distributee may elect, at the time and in the manner prescribed by the *administrator*, to have any portion of an eligible *rollover* distribution paid directly to an eligible retirement plan specified by the distributee in a direct *rollover*. An eligible *rollover* distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible *rollover* distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives/ joint life expectancies of the distributee and the distributee's designated *beneficiary* or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the *Code*; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to *employer securities*); and any distribution made pursuant to an *unforeseeable emergency* under Section 5.06.

## VII. Leave of absence

7.01 If a *participant* is on an approved leave of absence from the *employer* with *compensation*, or on approved leave of absence without *compensation* for a period of not more than three months (which period may be extended by the *employer*), his participation in the *plan* may continue.

7.02 If a *participant* is on an approved leave of absence without *compensation* and such leave of absence continues beyond the period specified in Section 7.01, said *participant* shall incur a *severance from employment* with the *employer*, provided, however, that prior to the expiration of the period specified in Section 7.01, said *participant* may request the *administrator* to permit him to leave the funds previously deferred in the plan. Upon termination of leave without pay and return to active status, the *participant* may execute a new *participation agreement* to be effective when permitted by the *plan*.

## VIII. Amendment or termination of plan

**8.01** The *employer* may at any time terminate this *plan*. Upon such termination, each *participant* in the *plan* will be deemed to have revoked his agreement to defer future *compensation* as provided in Section 4.07 as of the date of such termination. Each *participant's* full *compensation* on a non-deferred basis will thereupon be restored.

**8.02** The *employer* may also amend the provisions of this *plan* (including those provisions with respect to its duties and responsibilities hereunder) at any time; provided, however, that no amendment shall:

- (a) Affect the amount of benefits which at the time of such amendment shall have accrued for *participants* or *beneficiaries*, to the extent of any *compensation* deferred before the time of the amendment and income thereon accrued to the date of the amendment, calculated in accordance with Section 4.08; or
- (b) Authorize or permit at any time any part of the amounts of *compensation* deferred under the *plan*, the property and rights purchased with such amounts, or the income attributable to such amounts, property, or rights to be used in any manner for, or diverted to, purposes other than for the exclusive benefit of *participants* and their *beneficiaries*.

## IX. Relationship to other plans

**9.01** It is intended that, pursuant to Section 457 of the *Code*, the amounts deferred under this *plan* will not be considered current *compensation* for purposes of federal income taxation. Such amounts will, however, be included as *compensation* to the extent required under the Federal Insurance Contributions Act (FICA).

## X. No Transfer in lieu of benefits

**10.01** Upon the occurrence of any event requiring the payment of amounts under this *plan*, there shall be no transfer in kind or assignment of any asset which the *plan* has acquired.

## XI. Non-assignability

**11.01** Except as provided in Section 5.08, it is agreed that neither the *participant*, nor his *beneficiary*, nor any other designator shall have any right to commute, sell, assign, transfer, or otherwise convey the right to receive any payments hereunder, which payments and right thereto are expressly declared to be non-assignable and non-transferable; nor shall any unpaid amounts be subject to attachment,

garnishment or execution, or be transferable by operation of law in event of bankruptcy, or insolvency; except to the extent otherwise required by law.

## XII. Assets

**12.01** The assets and income of this *plan* shall be held for the exclusive benefit of the *participants* and *beneficiaries*. The *employer* shall either adopt a trust under which all amounts of *compensation* deferred under the *plan*, all property (including annuity contracts) and rights purchased with such amounts, and all income attributable to such amounts, property or rights, will be held; or may deposit all such amounts deferred under the *plan* into an annuity contract. In no event shall the amounts so held or applied be subject to the rights or claims of any creditor of the *employer*. Such assets may be used to pay the reasonable expenses of the *plan*. Any assets remaining in the trust or annuity after all *plan* obligations have been fulfilled upon termination of the *plan* shall be returned to the *employer*. The account balances, without earnings, of any *participant* who cannot be located upon the termination of the *plan* shall be returned to the *employer* and made payable to the lost *participant* upon a claim being made by the *participant*.

## XIII. Participation by administrative members

**13.01** Any person designated as *administrator* who is otherwise eligible may participate in the *plan* under the same terms and conditions as apply to other *participants* but such *participant/administrator* shall not have the power to participate in any administrative action taken with respect to his participation.

## XIV. Employer participation

**14.01** Notwithstanding any other provisions of this *plan*, the *employer* may make non-elective contributions to this *plan*. Non-elective contributions are contributions made by the *employer* for the *participant* with respect to which the *participant* does not have the choice to receive the contribution in cash or property. These non-elective contributions may be made to the *plan*, provided:

- (a) Non-elective *employer* contributions are treated as being made under an agreement entered into before the first day of the calendar month, and
- (b) Such non-elective *employer* contribution, when added to all other *compensation* deferred under the *plan*, does not exceed the maximum deferral permitted by Article IV.

## XV. Disclaimer with respect to investments

**15.01** The *employer*, the governing board and the *administrator*, make no endorsement, guarantee or any other representation and shall not be liable to the *plan* or to any *participant*, *beneficiary*, or any other person with respect to the financial soundness, investment performance, fitness, or suitability (for meeting a *participant's* objectives, future obligations under the *plan*, or any other purpose) of any investment vehicle in which amounts deferred under the *plan* are invested.

#### **16.03 Transfer among plans of the employer**

Transfer to and from the *plan* and another eligible governmental deferred compensation plan of the employer will be permitted under the following circumstances:

- (a) For this purpose the *employer* is not treated as the same employer if the participant's compensation is paid by another entity,
- (b) The other eligible governmental deferred compensation plan provides for the transfer or receipt, as applicable,
- (c) The *participant* or *beneficiary* whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that *participant* or *beneficiary* immediately before the transfer, and
- (d) The *participant* or *beneficiary* whose deferred amounts are being transferred is not eligible for additional annual deferrals in the receiving plan unless he is performing services for the entity maintaining the receiving plan, including the *employer* if the *plan* is the receiving plan.

### **XVI. Plan-to-plan transfers**

#### **16.01 Post severance transfers:**

A transfer to and from the *plan* and another eligible governmental deferred compensation plan will be permitted under the following circumstances:

- (a) The other plan also provides for such transfers,
- (b) The *participant* or *beneficiary* whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that *participant* or *beneficiary* immediately before the transfer, and
- (c) In the case of a transfer for a *participant*, the *participant* has had a *severance from employment* with the transferring employer and is performing services for the entity maintaining the receiving plan.

#### **16.02 Transfers of all plan assets**

Transfer of all assets of the *plan* to and from another eligible governmental deferred compensation plan will be permitted under the following circumstances:

- (a) The transfer is between the *plan* and another plan in the same State,
- (b) All the assets of the transferring plan are transferred,
- (c) The other eligible governmental deferred compensation plan provides for the transfer or receipt, as applicable,
- (d) The *participant* or *beneficiary* whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that *participant* or *beneficiary* immediately before the transfer, and
- (e) The *participants* or *beneficiaries* whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless they are performing services for the entity maintaining the receiving plan, including the *employer* if the *plan* is the receiving plan.

#### **16.04 Administrative rules**

The *administrator* shall prescribe such rules consistent with the provisions of this Article concerning plan-to-plan transfers as in its sole judgment it deems desirable for the orderly administration of the *plan*, including, but not limited to, the following:

- (a) The *administrator* may require in its sole discretion that some or all of such interest be transferred in cash or its equivalent. Such amount shall be held, accounted for, administered and otherwise treated in the same manner as *compensation* deferred by the participant under the *plan* (including, without limitation, for purposes of Section 4.01), except that only the amount, if any, transferred to this *plan* which was deferred under the transferor plan in the taxable year when transfer occurs shall be treated as *compensation* deferred under the *plan* in such year for purposes of Section 4.01, 4.02 and 4.03, and
- (b) Such amount shall remain subject to, and shall be administered in accordance with, any distribution restrictions applicable under this receiving *plan* with respect to such amount.

#### **16.05 Application for transfer**

If the conditions in Article XVI are met and the *participant* wishes to transfer his account from the *plan* or an account of another eligible deferred compensation governmental plan to the *plan*, he shall complete any application form and/or other documents as may be required by the *administrator*.

## **XVII. Protection under the Uniformed Services Employment and Reemployment Rights Act of 1994**

**17.01** Notwithstanding any provision of this *plan* to the contrary, contributions, payment of benefits, accrual of benefits and service credit with respect to qualified military service will be provided in accordance with *Code* Section 414(u).

## **XVIII. Interpretation**

**18.01** This *plan* shall be construed under the laws of the state of Texas.

**18.02** This *plan* is intended to be a deferred compensation plan within the meaning of Section 457(b) of the *Code* for employers defined in Section 457(e)(1)(A) of the *Code*, and shall be interpreted so as to be consistent with such section and all Regulations promulgated thereunder.

### **18.03 Word Usage**

Words used herein in the singular shall include the plural and the plural the singular where applicable, and one gender shall include the other genders where appropriate.

### **18.04 Headings**

The headings of Articles, Sections or other Subdivisions hereof are included solely for convenience of reference, and if there is any conflict between such heading and the text of the plan, the text shall control.

## **XIX. Participant Loans**

### **19.01 Loans**

Availability of loans to *participants*:

- (a) The *employer* elects to make loans available to *participants* in this *plan*. A *participant* may apply for a loan from the plan subject to the limitations as set forth in the *plan's* written loan policy.
- (b) The *employer* shall establish written guidelines governing the granting and administration of loans. Loans are made available to all eligible *participants*.

**Notification of Adoption**

This document is not an IRS approved prototype and Lincoln Alliance® Program makes no guarantees or warranties, expressed or implied, regarding the tax effects of this proposed language.

By providing the information requested below, the employer understands that Lincoln Alliance® Program will advise the adopting employer of any amendments made to this Lincoln Alliance® Program's sample document.

It is understood by the employer that:

- (a) The employer must notify Lincoln Alliance® Program in writing of any changes in the information below, and
- (b) The employer must notify Lincoln Alliance® Program of any significant changes in the operation of its plan (such as the adoption of another plan document or termination of the plan), and
- (c) This notification is merely a means by which Lincoln Alliance® Program can assist employers in keeping their Lincoln Alliance® Program documents updated and does not guarantee that the employer's plan is in compliance with IRS rules and Regulations.

City of Mesquite  
1515 N. Galloway Avenue  
Mesquite, TX 75149-2359

CMES-001  
EIN 75-6000606

The original plan is effective March 24, 1980. The plan's restatement effective date is July 1, 2010.

Adopted this 21st day of April, in the year 2010.

By [Signature]

Title City Manager

Attest  
By [Signature]

Title City Secretary

**Lincoln Alliance® Program 457(b) Governmental Deferred Compensation Plan**

This plan is intended to satisfy Section 457 of the Internal Revenue Code of 1986, which may be used in preparing deferred compensation plans. In general, under a Section 457 plan, a participant may defer amounts of compensation (and income earned on those deferrals) and avoid federal income taxation until those amounts are paid or otherwise made available to the participant.

You should review and, where appropriate, modify the plan in light of your particular needs and any applicable state or local laws. In adopting a plan, you should also consider its coordination with the investment media to be used and with any retirement or other benefit programs you maintain, as well as federal income tax reporting, withholding FICA, FUTA, and comparable state and local obligations.

The plan is not intended to provide you with legal advice, nor should it be implemented without regard to your particular needs or any applicable laws of your state. No state or federal government has passed on the legal sufficiency (including the conformity with Section 457) of the plan document. The Lincoln National Life Insurance Company, its affiliates, and Lincoln Alliance® Program are not parties to any plan you adopt and do not assume any liability to any person or entity with respect to the adequacy of this plan document for any purpose, or with respect to any tax or legal ramifications arising from its use. You should consult with your legal counsel prior to adopting any deferred compensation plan.

**THE PENSION PROTECTION ACT OF 2006,  
THE HEROES EARNINGS ASSISTANCE AND RELIEF TAX ACT OF 2008  
THE PROVISION IN THE EMERGENCY ECONOMIC STABILIZATION ACT OF 2008 KNOWN  
AS THE HEARTLAND DISASTER TAX RELIEF ACT OF 2008 AND  
THE WORKER, RETIREE AND EMPLOYER RECOVERY ACT OF 2008**

Plan Name: City of Mesquite Deferred Compensation Plan  
EIN: 75-6000606

REMITTER/PLAN : CMES-001

**WHEREAS**, the *employer* desires to amend the *plan* as provided herein in accordance with Section 8.02 of the *plan document* to reflect the applicable provisions of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART), the provision of the Emergency Economic Stabilization Act of 2008 (EESA) known as the Heartland Disaster Tax Relief Act of 2008, and the Worker, Retiree and Employer Recovery Act of 2008 (WRERA). Except as otherwise provided, this amendment (*amendment*) is intended to provide good faith compliance with the requirements of those provisions, and shall supersede any inconsistent provisions of the *plan*. All terms in this *amendment* in italics are defined terms and will have the same meaning as provided in the *plan document* unless provided otherwise herein;

**WHEREAS**, the *employer* has authorized its officers, and any one of them, to execute this *amendment* and to complete such other matters, if any, such officer or officers believe necessary to effectuate this *amendment*;

**NOW THEREFORE**, the Lincoln Financial Group 457(b) Governmental Deferred Compensation Plan (hereinafter together or separately the "*plan document*") shall be amended as follows, and is adopted by City of Mesquite (*employer*) as of the date provided next to the *employer's* signature hereto.

**Lincoln Financial Group 457(b) Governmental Deferred Compensation Plan Document is hereby amended as follows:**

1. Section 2.04 entitled "*Compensation*" is hereby amended by the addition of the following paragraph to read as follows:

"Effective for *plan years* beginning after December 31, 2008, *compensation* includes differential pay received by *employees* who are called to active duty in the uniformed services. Differential pay is *compensation* paid by the *employer* equal to the difference between the *employee's compensation* paid by the *employer* and the *employee's* military compensation. This paragraph shall only apply if all *employees* are receiving differential pay on a reasonably equivalent basis, are eligible to participate in the *employer's plan*, and may make contributions based on the payments on reasonably equivalent terms."

2. Effective for *plan years* beginning after December 31, 2006, Section 5.01 entitled "Commencement of Benefit" is amended by the addition of the following paragraph to read as follows:

"Effective for distributions made after December 31, 2006, a special tax notice must be given to participants requesting a distribution no less than 30 days and no more than 180 days before the date of the distribution."

3. Section 5.05 entitled "Required Minimum Distributions" is amended by the addition of the following paragraph to read as follows:

"In accordance with the provisions of the Worker, Retiree and Employer Recovery Act of 2008, the *plan* hereby suspends the required minimum distributions for *plan participants* or their *beneficiaries* for the 2009 calendar year. However, on an individual basis, *participants* or *beneficiaries* shall have the right to continue their required minimum distribution payments upon notice to the *plan administrator*. Any required minimum distribution received for the 2009 calendar year may be rolled over to an individual retirement plan or annuity or other eligible retirement plan within the time period permitted by law. The *plan* is not required to apply the direct rollover rules, nor to provide the written notice and explanation of the direct rollover rights, nor apply the mandatory 20% withholding which applies to an eligible rollover distribution. An indirect rollover contribution of the distribution amount still may be made pursuant to the sixty (60) day rollover rule.

If a *participant* has died prior to the distribution of his benefit beginning in accordance with the required minimum distribution rules, then distribution of the *participant's* account must be completed within five (5) years after the death of the *participant*. Special rules apply for the spouse of a deceased *participant* and an election may be made to distribute the benefits over the lifetime or life expectancy of the designated *beneficiary*. In applying the five (5) year rule, the relief allows the 2009 calendar year to be ignored. For *beneficiaries* of deceased *participants*, 2009 will not be counted as part of the five (5) year period during which they must take a distribution."

4. Section 5.06 entitled "Unforeseeable Emergency" is amended by the addition of the following paragraphs to read as follows:

"(a) Notwithstanding any other provision herein, in the event of an unforeseeable emergency as defined in Section 2.15, a participant may make a request to the *plan administrator* for payment of all or a portion of the total amount deferred to the date of payment. If the application for payment is approved by the *plan administrator*, payment will be made within 60 days following such approval. Payment shall be limited strictly to that amount reasonably necessary to meet the situation constituting the unforeseeable emergency, including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from such distribution. Furthermore, payments may not be made to the extent that a hardship is or may be relieved through reimbursement or compensation by insurance or otherwise, by liquidation of the *participant's* assets (to the extent such liquidation does not itself cause severe financial hardship), or by cessation of deferrals under the plan. Any remaining amounts shall be paid in accordance with Articles V and VI of the *plan*.

(b) Notwithstanding the foregoing provisions of this Section 5.06, unforeseeable emergency withdrawals shall be permitted to *participants* that meet the definition of a 'Qualified Disaster Recovery Assistance Distribution.' A Qualified Disaster Recovery Assistance Distribution is a distribution made from the *plan* on or after the Applicable Disaster Date and before January 1, 2010 to a Qualified Storm Damage Individual. Such distribution cannot exceed \$100,000 per individual and is exempt from the 10% federal income tax on early distributions and the mandatory 20% federal tax withholding. Any distribution made will be included in the *participant's* gross income ratably over a three (3) taxable year period, beginning with the year in which the distribution occurred, unless the *participant* elects otherwise. A distribution made during the applicable time period may qualify as a Qualified Disaster Recovery Assistance Distribution even if it is not made as a result of the disaster, and different types of distributions (i.e., periodic payments, plan loan offsets, hardship withdrawals, in-service withdrawals or required minimum distributions) may be considered Qualified Disaster Recovery Assistance Distributions.

(1) The Applicable Disaster Date means the date on which severe storms, tornadoes and flooding occurred in the designated counties in the Midwestern areas as declared by the President of the United States of America on or after May 20, 2008 and before August 1, 2008 which entitled individuals to public assistance from the federal government under the Emergency Economic Stabilization Act of 2008 (EESA) and its provision entitled the Heartland Disaster Tax Relief Act of 2008 with respect to damages caused by such disasters.

(2) A Qualified Storm Damage Individual is a *participant* whose principal residence on the Applicable Disaster Date was located in the Midwestern Disaster Area and who incurred an economic loss as the result of severe storms, flooding or tornadoes. A *participant's* principal residence is defined as the main home where such *participant* lives most of the time. A temporary absence due to special circumstances such as illness, education, business, military services, evacuation or vacation, will not change the definition of a *participant's* principal residence. A complete list of affected counties in the Midwestern Disaster Area can be found in IRS Publication 4492-B.

(3) If permitted, the distribution may be repaid within three (3) years to an IRA, a qualified plan, a governmental Code Section 457(b) plan or a Code Section 403(b) plan in which the individual is a *participant* provided such plan accepts a rollover contribution. Repayment does not have to be made to the same plan from which the distribution was made. *Participants* who took a hardship distribution from a 457(b) plan to purchase a home in the Midwestern Disaster Area that was made six (6) months before the Applicable Disaster Date and where the home was not purchased due to the disaster, may have re-contributed such distribution to the *plan* and received favorable treatment provided such amounts were re-contributed before March 4, 2009."



5. Section 5.09 entitled "Service Credit" is deleted and replaced in its entirety as follows:

"A *participant* may direct the transfer of the account balance to a governmental defined benefit plan for the purchase of permissive service credits in accordance with Section 457(e)(17) of the *Code*. Amounts from a 457(b) governmental plan may be transferred to a state or local defined benefit plan for the specific purpose of purchasing service credits. It is the responsibility of the state or local defined benefit plan to determine whether it will limit the purchase of service credit to "qualified service credit" as described in 415(n)(3)(A) or expand to include "non-qualified service credit" as described in 415(n)(3)(C)."

6. Article V is amended to add a new Section 5.11 entitled "Payment for Certain Insurance" to read as follows:

"For distributions after December 31, 2006, a governmental plan may permit eligible retired public safety officers to make an election to have direct payments for premiums made from an eligible retirement plan to an insurer for qualified health insurance premiums. Up to \$3,000 of a distribution that meets the criteria is not included in the retiree's gross income each tax year.

An eligible retired public safety officer is described as a retired or disabled public safety officer, including law enforcement officers, firefighters, or rescue squad or ambulance crew.

A qualified health insurance premium means premiums for coverage for an eligible retired public safety officer, a spouse and dependents by an accident or health insurance plan or qualified long-term care insurance contract."

7. Article V is amended to add a new Section 5.12 entitled "Periods of Qualified Active Military Service Treated as Severance from Employment" to read as follows:

"*Employees* performing military service while on active duty for more than thirty (30) days will be considered to have a severance from employment during any period the *employee* is performing service in the uniformed services described in Code Section 3401(h)(2)(A)."

8. Section 6.02 entitled "Direct rollovers" is amended by the addition of the following paragraphs to read as follows:

"Effective for distributions made after December 31, 2006, in the case of an eligible rollover distribution to a non-spouse *beneficiary*, an eligible retirement plan is an individual retirement or individual retirement annuity as defined in *Code* Sections 408(a) and 408(b). A direct rollover of a distribution by a non-spouse *beneficiary* is a rollover of an eligible rollover distribution for purposes of *Code* Section 402(c) only. If an amount is distributed from a *plan* and is received by a non-spouse *beneficiary*, the distribution is not eligible for rollover treatment.

For distributions made after December 31, 2007, an eligible retirement plan shall include a Roth IRA as described in *Code* Section 408A; however, for taxable years beginning prior to January 1, 2010, the income restrictions that apply to a rollover from a traditional IRA into a Roth IRA will continue to apply."

9. Article XVII entitled "Protection under the Uniformed Services Employment and Reemployment Rights Act of 1994" is deleted and replaced in its entirety as follows:

"Article XVII Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

17.01 Notwithstanding any provision of this *plan* to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the *Code*. Also, if the written loan policy described in Section 19.01 so provides, loan repayments to be made by such individuals may be suspended under this plan by the *plan administrator* as permitted under Section 414(u)(4) of the *Code*.

17.02 For benefit accrual purposes, the *employer* may elect to treat an *employee* who dies or becomes disabled (as defined under the terms of the *plan*) while performing qualified military service with respect to the *employer* maintaining the *plan* as an *employee* who had resumed employment in accordance with the individual's reemployment rights under USERRA on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. In the case of any such treatment, and subject to the following paragraphs, any full or partial compliance by such *plan* with respect to the benefit accrual requirements with respect to such *employee* shall be treated as if such compliance were required under USERRA.

(a) With respect to the *employer* maintaining the retirement plan, all *employees* performing qualified military service who died or become disabled as a result of performing qualified military service, prior to reemployment by the *employer*, are to be credited with service and benefits on reasonably equivalent terms.

(b) The amount of deferred *compensation* of an *employee* treated as reemployed on the day before death or Disability shall be determined on the basis of the individual's average actual employee contributions or *employee elective deferrals* for the lesser of (1) the twelve (12) month period of Service with the *employer* immediately prior to qualified military service, or (2) if Service with the *employer* is less than such twelve (12) month period, the actual length of continuous Service with the Employer."

17.03 *Employees* performing military service while on active duty for more than thirty (30) days will be considered to have a severance from employment during any period the *employee* is performing service in the uniformed services described in Code Section 3401(h)(2)(A). If an *employee* who is a *plan participant* elects to receive a distribution of *elective deferrals* under this provision, the *participant* may not make an *employee elective deferral* or *employee* contribution during the six (6) month period beginning on the date of the distribution.

17.04 An *employee* who receives a qualified reservist distribution may repay to an individual retirement plan (in one or more contributions) the amount of the distribution at any time during the two (2) year period beginning after the end of the active duty period. The dollar limitations that would otherwise apply to IRA contributions will not apply to repayment contributions during such two (2) year period and no deduction is allowed for any contribution made under this provision."

10. Article XIX entitled "Participant Loans" is amended by adding the following new subparagraph (c) to Section 19.01 to read as follows:

"(c) A Qualified Storm Damage Individual [as defined at subparagraph 5.06(b)(2) herein] may take a loan from the *plan* that exceeds the maximum loan amount as referenced above at section 19.01(a). The maximum loan amount available to such individual cannot exceed the lesser of \$100,000 or 100% of the *participant's* vested account balance when taken or added to any outstanding loan balance during the applicable period. The applicable period is defined as the period beginning on October 3, 2008 and ending on December 31, 2009. Additionally, any Qualified Storm Damage Individual who had outstanding loan repayments due on or after the Applicable Disaster Date [as defined in subparagraph 5.06(b)(2)] and before January 1, 2010, may suspend repayments for one (1) year upon notifying the *plan administrator*. Any such suspension will not cause the loan to become a deemed distribution."

**NOW THEREFORE**, this *amendment* is hereby adopted as of date provided below.

City of Mesquite  
Employer

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

4/21/10

  
\_\_\_\_\_  
Signature of Officer

Ted Barron, City Manager  
\_\_\_\_\_  
Typed or Printed Name & Title of Officer