
FICA ALTERNATIVE RETIREMENT PLAN

Adoption Agreement

This specimen plan document is for illustrative purposes only presented by Precision Retirement Group, Inc. and Pelion Benefits, Inc. for the consideration of a plan sponsor's legal counsel. Additional modifications to the plan may be required should subsequent statutes or regulatory guidance be issued. Because specific facts, circumstances, and laws of various states may impact your 457 FICA Alternative Retirement Plan, interested parties should consult legal counsel attorneys regarding adoption of this document and any modifications that may be considered.

FICA ALTERNATIVE RETIREMENT PLAN

This Adoption Agreement and the provisions of the City of Manitowoc FICA Alternative Retirement Plan ("Plan") are adopted by the Employer named below. This Plan is subject to the terms of this Adoption Agreement, the requirements under section 457(b) of the Internal Revenue Code ("Code") and other applicable laws.

SECTION 1

EMPLOYER INFORMATION

- 1.1 **Employer:** City of Manitowoc
- 1.2 **Address of Principal Office:** 900 Quay Street
Manitowoc, WI 54220
- 1.3 **Telephone Number:** 920-686-6960
- 1.4 **Employer Identification No:** 39-600551
- 1.5 **Fiscal Year:**
- Calendar Year
- Fiscal Year beginning on _____
- 1.6 **Exempt Status:** Employer is the following type of governmental unit:
City

SECTION 2

PLAN INFORMATION

- 2.1 **Plan Year** (select one and fill in the blanks, if required):
- Calendar Year
- Employer's Fiscal Year
- The period beginning on the Effective Date and ending on _____, _____ and the 12-consecutive month period ending on each subsequent _____ . (Both blanks must contain the same month and day.)

2.2 **Effective Date of the Plan:** The execution of this Adoption Agreement (select one and fill in the blanks, if required):

Establishes a new plan.
The effective date of the Plan is April 1, 2014

Amends the original Plan.
This amendment is effective on _____

If this is an amended Plan, enter the date the original plan was adopted:

2.3 **Plan Administrator:** The Plan Administrator of the Plan will be (select one):

The Employer.

A Plan Administrator other than the Employer consisting of a single individual.
Please provide the name or position of the individual holding the position:

An Administrative Committee. Please provide the name or positions of Committee Members.

Other (specify): Pelion Benefits, Inc.
4401 Building, Suite 260 Research Commons
79 T.W. Alexander Drive
Research Triangle Park, NC 27709

2.4 **Trust Fund:** The Plan shall hold all assets in trust:

- The Trust described in Article 7 of the Plan document.
- The separate trust document attached to and incorporated by reference into the Plan.

Please provide the following information about the Trust:

Effective date of Trust: _____

Name of Trust: SPECIAL PAY PLAN TRUST

Identify Trustee(s): Vint C. Butler

SECTION 3

ELIGIBILITY & PARTICIPATION

3.1 **Employee Eligibility Requirements.** The Employees of the Employer who work fewer than 600 hours per year and are:

- Part-time Employees (who normally work 20 hours or less per week).
- Seasonal Employees (who normally work full-time for less than five months during the Plan Year).
- Temporary Employees (who work full or part-time under a contract which is not expected to exceed two years).

3.2 **Participation Date.** An eligible Employee participates in the Plan when the Employee begins working for the Employer.

SECTION 4

CONTRIBUTIONS

4.1 **Participation.** Each eligible Employee is required to contribute 7.5% of his or her Compensation, as defined in section 2.1(g) of the Plan, as a condition of Employment.

SECTION 5

VESTING

5.1 Vesting Schedule. Employee deferrals are 100% vested at all times.

SECTION 6

INVESTMENTS

6.1 Investments Available. (select all that apply and fill in the blanks, if required):

- Group Annuity
- Investments pursuant to the Plan's written investment policy
- Other (specify): _____

6.2 Investment Decisions. The Trustee makes all investment decisions.

SECTION 7

DISTRIBUTION OF BENEFITS

7.1. Normal Retirement (select all that apply and fill in the blanks, if required):

- Attainment of age 55 for participants who are not qualified police or firefighters.
- Attainment of age _____ for qualified police.
- Attainment of age _____ for qualified firefighters.

(Note: The Normal Retirement Age is on or after the earlier of age 65 or the age designated in the basic defined benefit plan of the governmental entity, but no later than age 70-1/2. The normal Retirement Age may be as early as age 40 for qualified police and firefighters. All plans maintained under Code section 457(b) by the Employer must have the same Normal Retirement Age.)

7.2 Distribution Dates. A distribution of the Participant's Account under the Plan will be made as soon as practicable after the following event(s) (select one and fill in the blanks, if required):

- Upon the Participant's Termination of Service, death or disability, or attainment of the Participant's Normal Retirement Date.
- At the Participant's election, upon the date that the Participant elects to receive payment following a Termination of Service (before age 70-1/2), not to exceed age 70-1/2.
- Other (specify): _____

7.3 Mandatory Lump-Sum Distributions for Small Accounts Upon Termination of Service or for Small Survivor Accounts (select all that apply):

- In addition to the distribution dates elected above in section 7.2, the Plan will make a mandatory lump-sum distribution upon a Participant's Termination of Service, without the Participant's consent, for amounts not exceeding the dollar limit under Code section 411(a)(11)(A), without regard to rollover amounts.
- The Plan will make a mandatory lump-sum distribution, without the consent of the Beneficiary(s), if a Beneficiary's Account does not exceed the dollar limit under Code section 411(a)(11)(A), without regard to rollover amounts.

7.4 Change in Distribution Form (select all that apply):

- The Plan does not allow a Participant to change the form of distribution after payment of benefits has commenced.
- After payment of benefits has commenced, a Participant may change the form of distribution (including suspension of payments) to the extent allowed by the applicable investment product, the payment options under the Plan and section 401(a)(9) of the Code and its regulations, as amended from time to time.

7.5 Plan-to-Plan Transfers (select one):

- The Plan will not permit plan-to-plan transfers.
- The Plan will permit transfer of its assets to another governmental Eligible Deferred Compensation Plan as specified in section 457(e)(10) of the Code.

7.6 Transfers to Purchase Permissive Service Credit (select one):

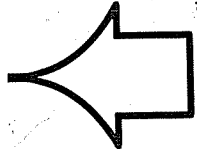
- The Plan will not permit transfers to purchase permissive past service credit.
- The Plan will permit transfers to a defined benefit plan of the Employer to purchase permissive past service credit as specified in section 457(e)(17) of the Code.

7.7 Definition of Disability.

- Check here and attach the Plan's definition of disability if it is different from the definition in section 2.1 of the Plan.

SECTION 8

ADOPTION



This Adoption Agreement is effective as of the 1st day of _____, as executed this ____ day of _____, 20__.

EMPLOYER:

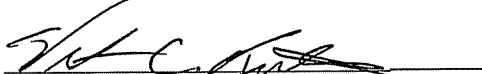
CITY OF MANITOWOC


By: _____
Justin M. Nickels
Title: Mayor

By: _____
Jennifer Hudon
City Clerk

PLAN ADMINISTRATOR:

PELION BENEFITS, INC.


Vint C. Butler, President, Trustee


Christine L Chnupa, Vice President