THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

RESOLUTION AND ADOPTION AGREEMENT

City of Abilene

[Participating Employer]

Administered by:
Kansas Public Employees Retirement System
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166

RESOLUTION 111323-2

WHEREAS, the City of Abilene of Abilene, Kansas, (hereinafter referred to as the "Participating Employer") has determined that in, the interest of attracting and retaining qualified employees, it wishes to offer a primary or a supplemental defined contribution plan in accordance with Section 401(a) of the Internal Revenue Code ("Code");

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering its employees the State of Kansas ("State") Public Employees Deferred Compensation Plan as authorized by K.S.A. 74-49b01, *et seq.*, of the Kansas Statutes Annotated;

WHEREAS, the State's Public Employees Deferred Compensation Plan is intended to be an eligible deferred compensation plan in accordance with Code section 457(b) (the "457 Plan");

WHEREAS, the 457 Plan is administered by Kansas Public Employees Retirement System ("KPERS") Board of Trustees;

WHEREAS, on July 1, 2016, the State authorized KPERS to establish a qualified defined contribution plan under Code section 401(a) for local governmental units of the State to make defined contributions on behalf of their employees;

WHEREAS, accordingly, KPERS has established the KPERS' Supplemental Defined Contribution Plan (the "Plan") in which the local governmental units of the State may participate;

WHEREAS, the Plan is intended to be a qualified, governmental defined contribution plan in accordance with Code sections 401(a) and 414(d);

WHEREAS, the Plan is administered by KPERS;

WHEREAS, the Plan is only available to participating employers who also are participating in the State's 457 Plan;

WHEREAS, the Participating Employer has reviewed the Plan;

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs of offering a retirement plan to its employees, afford attractive investment opportunities to its employees, and encourage additional retirement savings by its employees;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the City of Abilene ("Participating Employer") is authorized by law to adopt this Resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and Trust Agreement for its Employees.

Section 2. The Participating Employer acknowledges that KPERS, including KPERS' Board of Trustees ("KPERS' Board"), are only responsible for this Plan, the 457 Plan established under K.S.A. 74-49b01, *et seq.* and the defined benefit retirement systems created under K.S.A. 74-4903. However, neither KPERS nor the KPERS Board shall have any responsibility for other employee benefit plans separately maintained and/or established by the Participating Employer. Further, the Participating Employer acknowledges and agrees that it assumes full responsibility for the operation and administration of its obligations under the Plan, in accordance with Section 4(c) of this Resolution, its status as a joint trustee of the Plan and the trust, including, but not limited to, as a party to the Trust Agreement with Wells Fargo Bank, National Association ("Trust Agreement") and any legal obligations thereunder. The participating employer also acknowledges and agrees that neither the State nor KPERS shall incur any liability by reason of this Resolution or the Adoption Agreement which is attached hereto and made a part of this Resolution ("Adoption Agreement");

Section 3. The Participating Employer hereby agrees to and adopts the terms of the Plan and the Adoption Agreement. The Plan and Adoption Agreement set forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or applicable federal law including, but not limited to, Code section 401(a), or other applicable law and is approved by KPERS and the Plan's Administrative Service Provider.

Section 4.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, all investment, administrative, and other service agreements of the Plan and the Trust Agreement, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by KPERS and any services provided by the Plan's Administrative Service Provider in accordance with the Trust Agreement. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Members' accounts.

(c) The Participating Employer shall be a joint trustee with KPERS under the Trust Agreement.

(d) The Participating Employer shall indemnify and hold harmless KPERS from and against any claims and/or damages arising from, or related to any actions taken by or information reported by the Participating Employer to either KPERS or the Administrative Services Provider, including, but not limited to, actions or information regarding the employment status and/or termination of an Employee.

(e) The Participating Employer shall allow KPERS and/or the Administrative Services Provider reasonable access to Employees to assist with enrollment and/or retirement planning counseling.

Section 5.

(a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:

(i) A resolution must be adopted terminating its participation in the Plan.

(ii) The resolution must specify when the participation will end.

KPERS shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Members will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Board may involuntarily terminate the Plan.

(c) The Participating Employer acknowledges and agrees that it shall be responsible to fund any accrued liabilities under the Plan in the event of either: i) its voluntary termination of participation in the Plan, or ii) the involuntary termination of the Plan by KPERS.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Members and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Members and their Beneficiaries and for defraying reasonable expenses of the Plan. All contributions made pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred pursuant to the Trust Agreement to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This Resolution and the Adoption Agreement shall be submitted to KPERS for its approval. KPERS shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. KPERS may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Participating Employer hereby acknowledges that it is responsible to assure that this Resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Participating Employer on November 13, 2023, in accordance with applicable law.

THE CITY OF ABILENE STATE OF KANSAS

By: [signature]
Signature:

Trevor D. Witt, Mayor
Name and Title

Attest: [signature]
Shayla L. Mohr, City Clerk

Date: November 13, 2023

[Participating Employer should assure that all applicable law is followed in the adoption and execution of this resolution.]

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Kansas Public Employees Retirement System ("KPERS")
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166

PARTICIPATING EMPLOYER

Name: CIty of Abilene

Taxpayer Identification Number ("TIN"): 48-6017973

Address: P.O. Box 519, Abilene, KS 67410

Phone: 785-263-2550

Facsimile: --

E-mail: shayla@abilenecityhall.com

Person Authorized to receive Official Notices from the Plan or KPERS Shayla Mohr

Title: Human Resources Director/City Clerk

Address: P.O. Box 519, Abilene, KS 67410

Phone: 785-263-2550

E-mail: shayla@abilenecityhall.com

The Participating Employer is required to update this contact information with KPERS and the Administrative Services Provider if there are any changes related to either the Authorized Representative or his/her contact information.

TYPE OF ADOPTION

This Adoption Agreement is for the purpose of the Participating Employer to participate in the KPERS' Supplemental Defined Contribution Plan (the "Plan") as follows (**check one**):

[x] **Initial Adoption**

This is a new adoption by the Participating Employer for its Employees and the effective date shall be the first day of January, 2024. The Participating Employer's adoption of this Plan does not replace or restate an existing qualified defined contribution plan.

[ ] **Restatement of Pre-existing Plan**

This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be _____________. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on ___________. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

[ ] **Amended Adoption**

This is an amendment of an existing Adoption Agreement (reference number ________, if applicable) and the Effective Date shall be the first day of ___________, ______. **Note**: Any amended Adoption Agreement shall not be effective unless it has been accepted and approved by KPERS.

[ ] This is an amendment to change one or more of the Participating Employer's contribution design elections an Adoption Agreement between the Participating Employer and KPERS.

[ ] This is to separate Employees from an existing division participating in the Plan into a new division, and the effective date shall be the first day of ___________, _____.

[ ] This is to merge the following divisions currently participating in the Plan into the following division or group: ____________________.

[x] **Participating Employer Disclosures**

[x] This is a new defined contribution plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing defined contribution plan.

[ ] This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be _____________. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on ___________. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

☐ This is an amendment of the Adoption Agreement to this Plan previously adopted by the Participating Employer (**please specify type below**):

- ☐ This is an amendment to change one or more of the contribution design elections in the Adoption Agreement.
- ☐ This is an amendment to add a new department or a new class of Eligible Employees.
- ☐ This is an amendment to discontinue participation in the Plan by one or more departments or classes of Employees.
- ☐ Other (**please specify**): ______________________________

DISCLOSURE OF OTHER QUALIFIED DEFINED CONTRIBUTION PLAN(S)

The Participating Employer ■ does or ☐ does not have an existing, qualified defined contribution plan. If the Participating Employer does have one or more defined contribution plans, the Participating Employer must provide the plan name and the name of the plan provider below, and all such other relevant information requested by KPERS and/or the Administrative Service Provider.

Plan Name(s) City of Abilene

Plan Provider(s) Fiduciary Trust Company

This is ☐ or is not ■ the only retirement plan for the Employees of the Participating Employer. **Note:** If so, is this Plan intended to be a qualified Social Security Replacement Plan for the Participating Employer? ☐ Yes or ■ No

VERY IMPORTANT: All eligible plans of a Participating Employer must be aggregated for purposes of compliance with certain requirements under the Internal Revenue Code ("Code"). Thus, if a Participating Employer has more than one defined contribution plan, the Participating Employer is responsible for ensuring that all of its aggregated plans comply with applicable Code requirements.

PLAN YEAR

For purposes of this Plan, Plan Year is the twelve month period ending on December 31.

PAYROLL PERIOD

The payroll period of the Participating Employer is:

- ☐ Weekly
- ☒ Bi-Weekly
- ☐ Other (must specify):______________________________
- ☐ Semi-Monthly
- ☐ Monthly

Contributions for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Deferral Agreement for the State of Kansas Public Employees Deferred Compensation Plan before the beginning of such month where such deferrals are required as a condition for a matching contribution.

EMPLOYEE PARTICIPATION

☒ **Employee Participation**

The Employer shall provide KPERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as well as any other information requested by KPERS for purposes of this Plan.

☐ **Eligible Employees**

The following Employees of the Participating Employer shall participate in the KPERS Supplemental Defined Contribution Plan:

☐ All Employees

☐ Only Employees who are Participants in the State of Kansas Public Employees Deferred Compensation Plan ("457 Plan")

☒ Other (**please specify by division or group**): KPERS eligible employees who have completed one full year of service with the CIty of Abilene AND contribute a minimum of $12 per pay period. KP&F employees NOT eligible for match or to participate in KPERS 401(a).

NORMAL RETIREMENT AGE

Normal Retirement Age (presumed to be age 62 unless otherwise specified) __________

If an Employee is still employed with the Participating Employer at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

VESTING

Vesting (Check one):

- [x] Immediate
- [ ] Cliff Vesting (fully vested after below number years of service)
  ☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years
- [ ] Grade Vesting

  _____ % after 1 year of service
  _____ % after 2 years of service
  _____ % after 3 years of service (min 25%)
  _____ % after 4 years of service (min 50%)
  _____ % after 5 years of service (min 75%)
  _____ % after 6 years of service (min 100%)

- [ ] Other graded vesting schedule (**please specify**): ______________________________
____
____
____

Vesting will be credited using (check one):

- [ ] Elapsed time method – Members will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- [ ] Hours reported method – Members will be credited with one vesting year for each calendar year in which ____ hours are worked
- [ ] Other (**please specify**): ______________________________
____
____
____

In the event of disability or death, a Member's (or his/her Beneficiary's) entire account in the Plan shall be 100% vested, to the extent that the balance of such account has not previously been vested or forfeited.

- [ ] This is an amendment and restatement of another defined contribution plan of the Participating Employer that is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, and therefore, prior service with the pre-existing plan will apply for vesting purposes.

CONTRIBUTIONS

Employer Contributions

a. Calculation and Contribution Frequency

☐ Weekly ☒ Bi-Weekly ☐ Bi-Monthly

b. Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

☐ Percentage: Employer contributions will be _______% of the Employee's Compensation

☐ Dollar: Employer contributions will be $___ per payroll period/per month/per year.

☐ Matching: The Employer contributions will match the Employee's pre-tax and Roth contributions to the 457 Plan (up to the amount of $_________ per payroll period/per month/per year or ____% of Compensation)

☒ Flat: The Employer will contribute the amount of $ 20.00 per payroll period on behalf of the Employee if the Employee contributes at least $ 12.00 per payroll period to the KPERS 457 plan.

Employee Contributions

Employees of the Participating Employer ☐ shall ■ shall not contribute to the Plan

If Employees of the Participating Employer are required to contribute to the Plan, the mandatory employee contribution shall be ______% of compensation. **Note:** Additional forms and/or information may be required by KPERS. If Employees shall be required to make contributions to the Plan, such contributions shall be picked-up in accordance with K.S.A. 74-4919(2).

If there will be Employee Contributions in the Plan, Employees are fully vested in their individual contributions.

ROLLOVER

Rollovers from qualified plans to this Plan ☐ are ■ are not permitted.

COMPENSATION

Compensation for purposes of the Plan shall be as defined by K.S.A. 74-4902(9).

Compensation Paid After Severance From Employment – Certain post-severance payments may be included in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Member's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Member while the Member continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- [x] No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement" below).

- [ ] For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Member's severance from employment; and 2) absent a severance from employment, they would have been paid to the Member while the Member continued in employment with the Participating Employer (check all that apply):

  - [ ] regular compensation paid after severance from employment for services rendered prior to severance during the Member's regular working hours

  - [ ] compensation paid after severance from employment for services rendered prior to severance outside the Member's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments

  - [ ] post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Member would have been able to use the leave if employment had continued

  - [ ] Other: ____

    ____

    ____

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt a new Adoption Agreement and forward it to KPERS for approval. The new Adoption Agreement is not effective until approved by KPERS and other procedures required by the Plan have been implemented.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement may be terminated only in accordance with the Plan.

KPERS IS THE PLAN ADMINISTRATOR

The Participating Employer hereby agrees to the provisions of the KPERS Supplemental Defined Contribution Plan Adoption Agreement and appoints KPERS as the Plan Administrator pursuant to the terms and conditions of the KPERS Supplemental Defined Contribution Plan.

ENFORCEMENT

The Participating Employer acknowledges that contributions must be submitted to KPERS in accordance with the Plan and K.S.A. 74-4920(16). The Participating Employer acknowledges that any late or missed contributions will be required to be made up, including applicable interest. In accordance with the Internal Revenue Code, should the Participating Employer fail to make its required contribution(s) when due, KPERS shall implement applicable interest charges in accordance with K.S.A. 16-204(a), and may result in KPERS deducting such amounts from any other moneys payable to such Participating Employer by any department or agency in the State of Kansas.

EXECUTION BY PARTICIPATING EMPLOYER

The foregoing Adoption Agreement is hereby adopted and approved on the 13th day of November, 2023, by the City of Abilene.

Signed: RMarsh

Printed Name: Ron Marsh

Title: City Manager

Date of Signature: 11/15/23

KPERS' APPROVAL

The Adoption Agreement is approved by KPERS. Contributions shall first be remitted under this Adoption Agreement as follows:

- ☐ Within 15 business days after the Payroll Period ending __________, __________.
- ☒ Other (must specify) As soon as administratively feasible.
- ☐ In the case of an amendment to an existing Adoption Agreement, contributions shall continue on the existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted on ____________________________________.

Dated:_________________________

By:____

Title:____
on behalf of KPERS

STATE OF KANSAS PUBLIC EMPLOYEE DEFERRED COMPENSATION PLAN
JOINDER AGREEMENT

WHEREAS, on July 1, 1980, the State of Kansas, hereinafter referred to as the "State", established a Deferred Compensation Plan for its employees pursuant to section KSA 74-49b07 et seq, of the Kansas Statutes Annotated; and

WHEREAS, certain local government employers authorized to provide plans of deferred compensation pursuant to Section 457 of the Internal Revenue Code wish to adopt the provisions of the State of Kansas Public Employees Deferred Compensation Plan, hereinafter referred to as the "State Plan," as their own;

WHEREAS, the State of Kansas has authorized the participation in the State Plan by local government employers pursuant to K.S.A 74-49b14.

NOW, THEREFORE, It is mutually agreed:

The City of Abilene, hereinafter referred to as the "Employer", hereby adopts the State Plan as its own by the execution of this plan Joinder Agreement, hereinafter referred to as the "Agreement," between the Employer and the State.

All of the terms, provisions and conditions of the State Plan are hereby incorporated into this Agreement, and together they now constitute the Employer's deferred compensation plan, hereinafter referred to as the "Employer's Plan."

By this Agreement, the Employer is authorized to become a joint contract owner, with the State, of the service provider group contract entered into by the Kansas Public Employees Retirement System for the provision of recordkeeping, communication, education, investment management and related services to the Plan. Employer shall receive the same pricing structure as the State Plan.

The terms "Employer," "Employee" and "Administrator" as they appear in the State Plan, shall mean, for purposes of this Agreement, the Employer as defined in this Agreement, the employee of the Employer and any Designee of the Employer authorized to administer the Employer's Plan, respectively.

The term "Participant," as it appears in the State Plan, shall mean, for purposes of this Agreement, an eligible employee, as defined in the Plan Document and who has executed a Participation Agreement with the Employer pursuant to the Employer's Plan as adopted.

The Kansas Public Employee Retirement System Board of Trustees may amend the Employer's Plan in the best interest of the participants or to comply with Federal or State requirements; provided however, the Employer shall be notified of any such amendment.

In return for the permission of the State to a) adopt the State Plan pursuant to this Agreement and b) become a joint contract owner pursuant to the Contract Joinder Agreement, the Employer hereby agrees to faithfully carry out its responsibilities and obligations under the Employer Plan.

Both the State and the Employer understand that, by this Agreement and the Contract Joinder Agreement, the Employer assumes full responsibility for the operation and administration of the Employer's Plan, the Employer's status as a joint contract owner and any legal considerations attendant to such plans and further that the State shall incur no liability by reason of this Plan Joinder Agreement or the Contract Joinder.

STATE OF KANSAS

BY: ______________________________

Employer **Date**

____

Title

ACCEPTED BY: ______________________________

Executive Director, Kansas Public Employees Retirement System

Date:______________________________