

REGULAR MEETING OF THE COUNCIL
OF THE
CITY OF DEARBORN

February 26, 2019

The Council convened at 7:34 P.M., President of the Council Susan Dabaja presiding. Present at roll call were Councilmembers Abraham, Bazzy, Byrnes, Herrick, O'Donnell, Sareini and President of the Council Dabaja; absent, none. A quorum being present, the Council was declared in session.

Pastor Chris Thomas of First Presbyterian Church of Dearborn delivered the invocation.

By O'Donnell supported by Herrick.

2-79-19. RESOLVED: That the minutes of the previous special closed meeting of February 7 and regular meeting of February 12, 2019, and the same are hereby approved as recorded and published.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Byrnes supported by Sareini.

2-80-19. RESOLVED: That Ordinance No. 19-1642 be taken from the table and placed upon its final reading.

The resolution was unanimously adopted.

The Clerk then read Ordinance No. 19-1642 entitled, "An Ordinance to Amend the Offenses Chapter (Chapter 14) of the Code of the City of Dearborn by Amending Section 14-265, Entitled 'Fireworks'."

The President of the Council announced that this was the final reading of the Ordinance.

The President of the Council then put the question, "Shall this Ordinance pass?"

2-80-19. Upon roll call the Ordinance was adopted as follows: Yes: Bazy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Byrnes supported by Herrick.

2-81-19. RESOLVED: That Ordinance No. 19-1643 be taken from the table and placed upon its final reading.

The resolution was unanimously adopted.

The Clerk then read Ordinance No. 19-1643 entitled, "An Ordinance to Amend the Nuisances Chapter (Chapter 13), Article II, Entitled 'Noise', of the Code of the City of Dearborn by Amending Section 13-42, Entitled 'Definitions' to Add 'Construction'; Amending Section 13-45 to Add Subsection 9, Entitled 'Construction'; Amending Section 13-46(a) by Amending Subsection (2), Entitled 'Noise Resulting From Emergency Work' and Adding Subsection (4), Entitled 'Temporary Permits'; and Amending Section 13-47, Entitled 'Penalty'."

The President of the Council announced that this was the final reading of the Ordinance.

The President of the Council then put the question, "Shall this Ordinance pass?"

2-81-19. Upon roll call the Ordinance was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

Councilmember Sareini introduced Ordinance No. 19-1645, entitled, "An Ordinance to amend the Zoning Ordinance of The City of Dearborn by Amending Article 15.00, Section 15.02, Entitled 'Permitted Uses and Structures'."

The Clerk read the Ordinance by title.

The President of the Council announced that this was the first reading of the Ordinance.

By Bazzy supported by O'Donnell.

2-82-19. RESOLVED: That proposed Ordinance No. 19-1645 be laid on the table.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Sareini supported by O'Donnell.

2-83-19. WHEREAS: The Department of Recreation & Parks is requesting that the City Council award a professional services contract to Diva Central Inc. and/or their designee in the amount of \$24,000.00, as well as, approve a not to exceed \$6,300.00 encumbrance for incidental expenditures for a performance by Thelma Houston on Saturday, March 23, 2019 at 8:00 p.m. at the Ford Community and Performing Arts Center (FCPAC), and

WHEREAS: The Dearborn City Council is being asked to approve funding for the artist(es) contract and related artist(es) expenses for the performance as follows:

Guest Artist(s) Fees	\$24,000
Hotel Accommodations	\$1,600
Hospitality/Catering	\$500
In-House Technical Staff	\$1,000
Backline/Equipment Rental	\$1,200
Advertising/Promotion	\$2,000
<u>Total Artist(s) & Related Fees:</u>	<u>\$30,300</u>

and

WHEREAS: The Recreation & Parks Department requests that the City Council authorize the Mayor, or his designee, to enter into this contractual agreement in the amount of \$24,000. The total amount of \$30,300 will be financed out of the FY2019 General Fund, Recreation & Parks Department, Theatre Division. This performance will be part of the 2018-2019 Professional Show Season; therefore be it

RESOLVED: That City Council hereby authorizes the professional services contract to Diva Central Inc. and/or their designee in the amount of \$24,000.00, as well as, approve a not to exceed \$6,300.00 encumbrance for incidental expenditures for a performance by Thelma Houston on Saturday, March 23, 2019 at 8:00 p.m. at the Ford Community and Performing Arts Center (FCPAC); be it further

RESOLVED: That City Council hereby authorizes the Mayor, or his designee, to execute the Ford Community and Performing Arts Center Agreement in the amount of \$24,000 as well as an amount not to exceed \$6,300 for incidental artist related expenditures bringing the total professional services contract to \$30,300. This performance will be part of the 2018-2019 Professional Season; be it further

RESOLVED: That this agreement shall be financed out of the FY2019 General Fund, Recreation & Parks Department, Cultural Arts Division, Professional Shows/Contractual Services Budget, Distribution Account #101-3033-734.34-80; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Bazzy supported by Sareini.

2-84-19. WHEREAS: City Council previously authorized Lukas Bondy to purchase the house located at 22668 Nona for \$76,000 so that he may rehabilitate the home to comply with current City Code requirements, and

WHEREAS: Mr. Bondy was required to obtain a Certificate of Occupancy within one year of the date of closing, and

WHEREAS: The closing took place on February 13, 2018; therefore, Mr. Bondy was required to complete all required repairs and obtain a Certificate of Occupancy for the home by February 13, 2019, and

WHEREAS: According to Mr. Bondy, he has completed most of the required repairs, but has requested that City Council authorize a one-month extension of time in which to complete the remaining repairs, and

WHEREAS: The Inspections Program Manager for the Property Maintenance and Development Services Department inspected the house on February 6, 2019, and is pleased with the progress, and

WHEREAS: A total of seven permits were obtained; five remain open and are still valid, and

WHEREAS: It is the recommendation of Corporation Counsel that City Council approves Mr. Bondy's request for a one-month extension of time in which to complete the required repairs and to qualify for a Certificate of Occupancy for the property at 22668 Nona, provided all other terms and conditions contained in the original purchase agreement and CR 1-54-18 remain in effect; therefore be it

RESOLVED: That this Council hereby approves Lukas Bondy's request for a one-month extension of time in which to complete the rehabilitation of the house at 22668 Nona; be it further

RESOLVED: That the new deadline in which Mr. Bondy must complete repairs and qualify for a Certificate of Occupancy is March 13, 2019; be it further

RESOLVED: That all other terms and conditions contained in the original purchase agreement and CR 1-54-18 shall remain in full force and effect; be it further

RESOLVED: That this resolution is given immediate effect.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Sareini supported by Herrick.

2-85-19. WHEREAS: Council Resolution #8-396-14 approved the request of Shibli and Riham Haddad, owners of 6040 Maple, and Izzat Taher and Saida Benromdhane who own 6100 Maple, a single-family, registered rental, to split and sell to them the vacant lot located between their lots so that they may combine that portion of the lot with the adjacent lots they own, and

WHEREAS: They each requested to purchase 18 ft. of the vacant lot at 6046 Maple to combine with their existing lots, and

WHEREAS: The lot split was apportioned between the buyers as follows:

1. South 18 ft. of Lot 45, Schaefer Heights Sub. Section 7 to Shibli and Riham Haddad for \$2,150 (resulting size of 6400 Maple is 54' x 121.75'), and
2. North 18 ft. of Lot 45, Schaefer Heights Sub. Section 7 to Izzat Taher and Saida Benromdhane for \$2,150 (resulting lot size of 6100 Maple is 90' x 121.75'),

and

WHEREAS: The Purchase Agreement contained a condition that if the Purchasers wished to re-split or combine the lot with other land for a re-splitting as two buildable lots, the Purchasers were required to seek approval from the Dearborn City Council, and

WHEREAS: Mr. Taher and Ms. Benromdhane submitted a lot split application on November 12, 2018, requesting to split the 90 ft. lot into two lots - one that is 36 ft. wide and one that is 54 ft. wide, and

WHEREAS: Mr. Taher and Ms. Benromdhane were advised that City Council approval is required because of the conditions placed on the property when they originally purchased it, and

WHEREAS: Typically, when City lots are sold for new construction, it has been the City's practice not to sell lots less than 40 ft. for new construction, and

WHEREAS: It is recommended that the City Council approves a lot split, conditioned upon Mr. Taher and Ms. Benromdhane providing a revised lot split application that provides a minimum of 40 ft. per lot, and

WHEREAS: It is also recommended that the approval be conditioned upon their agreement not to seek any variances and that splitting the lots will not create a non-conformity for the house at 6100 Maple; therefore be it

RESOLVED: That this Council does hereby approve the lot split request submitted by Izzat Taher and Saida Benromdhane, only if the lot split results in a minimum of 40 ft. per lot; be it further

RESOLVED: That Izzat Taher and Saida Benromdhane may not seek any variances for either lot; be it further

RESOLVED: That the splitting of the lots do not create a non-conformity for the house at 6100 Maple; be it further

RESOLVED: That all other terms and conditions contained in the Purchase Agreement and Council Resolution #8-396-14 shall remain in full force and effect; be it further

RESOLVED: That this resolution is given immediate effect.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Bazzy supported by Sareini.

2-86-19. WHEREAS: The City of Dearborn Charter Section 10.5 gives the City Treasurer the responsibility for the deposit and safekeeping of City fund money and securities, and

WHEREAS: The Finance Director/Treasurer or Acting Finance Director/Treasurer will maintain a listing of financial institutions, investment managers and broker/dealers authorized to provide investment services to be reviewed, and

WHEREAS: The opening of various types of accounts (custodial) with designated financial institutions requires certification as to authorized signers of checks and/or transfer orders and that such authority is derived from the responsibilities attached to the respective offices of Finance Director/Treasurer or Acting Finance Director/Treasurer; therefore be it

RESOLVED: That the Finance Director/Treasurer, Acting Finance Director/Treasurer, or Deputy Finance Director is authorized to deposit public monies in the following financial institutions herein approved and selected by the City Council as additional depositories for the City of Dearborn:

Bank of America
Chemical Bank
Citizens Bank
Comerica Bank
Fifth Third Bank
Flagstar Bank
Huntington Bank
JP Morgan Chase Bank
Key Bank
PNC Bank
TCF Bank;

be it further

RESOLVED: This is in consideration for a wider range of investment alternatives and objectives, based on a prudent and effective short-term investment program of public funds in prime money market instruments and investment securities; the Department of Finance is authorized to use as depositories those financial firms periodically selected for the purchase of short-term investment of surplus funds and that designated investment firms are also authorized to hold in safekeeping and in identifiable accounts the securities purchased by the City in order to expedite completion of investment transactions; be it further

RESOLVED: That the Finance Director/Treasurer, Acting Finance Director/Treasurer, and Deputy Finance Director are authorized to enter into and execute agreements involving banking services provided by the various financial institutions designated as city depositories, and that agreements for investment related services provided by the various financial firms who engage in the marketing of investment securities and other money market instruments; provided, however, that the terms and conditions of such agreements be approved by the Corporation Counsel; be it further

RESOLVED: That the Finance Director/Treasurer, Acting Finance Director/Treasurer, and the Deputy Director of Finance are authorized on behalf of the City of Dearborn to open accounts, close accounts, and sign the negotiable instruments issued for the withdrawal or transfer of funds on deposit with the designated City of Dearborn sole primary depository Comerica Bank; be it further

RESOLVED: That the Finance Director/Treasurer or Acting Finance Director/Treasurer or his/her designees are hereby authorized on behalf of the City of Dearborn to purchase and maintain investments following preset wire instructions; be it further

RESOLVED: That this resolution shall continue in full force and that the holders of said City offices and their respective signatures are in effect as of the date the City Clerk executes depository resolution certifications; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yes: Bazy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Sareini supported by Herrick.

2-87-19. WHEREAS: The City of Dearborn currently has a contract in place with Prudential Retirement Insurance as the City's deferred compensation and defined contribution provider, and

WHEREAS: During the last labor negotiations, language was added to labor contracts city-wide for the addition of an auto-enroll/auto-escalate feature to the defined contribution retirement plan, and

WHEREAS: The addition of this auto-enroll/auto-escalate feature requires a restatement of the 457's Plan Document. In addition to the auto-enroll/auto-escalate related updates, several other updates have been incorporated into the attached restated 457 Plan Document, and corresponding Amendment to the Service Agreement, and

WHEREAS: In summary, the updates to the 457 Plan Document are as follows:

1. Updated Plan Sponsor Contact Info.
2. Removal of employer match for part-time employees who opt-out of the FICA payroll tax.
3. Language added to exclude Seasonal and Temporary employees.
4. Updated plan entry date.
5. Updates to deferral methods & limits.
6. Addition of partial withdrawals to plan.
7. Update regarding inclusion of Domestic Partner in definition of "Spouse".

8. Update allowing a Beneficiary to designate a beneficiary of their own.

9. Allowance of in-plan Roth rollovers,

and

WHEREAS: The Finance Department is requesting Council approval of the attached restated 457 Plan Document and corresponding Amendment to the Service Agreement (Exhibit A), and

WHEREAS: The initial effective date for these updates was February 1, 2019, however, this date will be amended tentatively for March 1, 2019; therefore be it

RESOLVED: That the Restated Prudential 457 Plan Document and corresponding Amendment to the Service Agreement, with a tentative effective date of March 1, 2019 be and is hereby approved; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN
ADOPTION AGREEMENT

**This Adoption Agreement is to be used in conjunction with the
Prudential Retirement
Specimen Governmental 457(b) Plan Document**

**This Adoption Agreement is not to be used for
a tax exempt organization 457(b) plan.**

**This document has not been amended to reflect specific provisions of applicable
state law. Each adopting entity should review its local and state law requirements
before either adopting the Prudential Retirement Specimen Governmental 457(b)
Plan or
executing this Adoption Agreement.**

*Prudential and its affiliates do not provide tax or legal advice. This specimen document
is for the use of the Employer's tax or legal advisors.*

Revised: March 2017

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part I Adopting Entity

Name of Employer: **(1) City of Dearborn, Michigan**
(2) 19th District Court for the State of Michigan, and
(3) East Dearborn Downtown Development
Authority

Address: **16901 Michigan Avenue**

City: **Dearborn**

State: **Michigan**

Zip: **48126**

Employer Contact: **Ginger Moriarty, Deputy Director of Finance**

Contact Phone
Number: **(313)943-3549**

Employer's Tax ID: **38-6004605**

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part II Plan Administrator

Name of Plan
Administrator: City of Dearborn

Address: 16901 Michigan Avenue

City: Dearborn

State: Michigan

Zip: 48126

Plan Administrator
Phone Number: (313)943-3549

Plan Administrator
Fax Number: (313) 943-2148

Plan Administrator
Contact: Ginger Moriarty, Deputy Director of Finance, or
her designee, and successor

E-mail (if
available): gmoriarty@ci.dearborn.mi.us

***PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN***

ADOPTION AGREEMENT

January 1, 1980

- (ii) The Effective Date of this amendment and restatement of the Plan is
(*provide date*):

**February 1, 2019 (Sections 5, 6, 8, 14, 17, 21, 24, 31, 33), January
1, 2014**

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part IV Eligibility Requirements

5. Eligible Employees.

(a) The following Employees of the Employer are eligible to participate in the Plan (*check one*):

- All employees.
- Only the following classes of employees (*please specify*):

X All employees of the **City of Dearborn**, including

Nonjudicial employees of the 19th District Court for the State of Michigan and employees of the East Dearborn Downtown Development Authority

other than the following classes (*please specify*):

Election workers, judges, volunteers, non-employee members of boards and commissions, and Seasonal and Temporary Employees

(b) Independent contractors performing services for the Employer who satisfy the eligibility criteria selected in Item 5(a) are / **X** are not (*check one*) permitted to participate in the Plan.

6. Entry Date. The following is the Plan's Entry Date (*check one*):

- The first day of the Plan Year and the first day of each calendar month thereafter.
- The first day of the Plan Year and the first day of each calendar quarter thereafter.

***PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN***

ADOPTION AGREEMENT

- The first day of the Plan Year and the first day of the seventh (7th) month of the Plan Year.
- Other (*please specify*):

Immediate

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part V Elective Deferrals

7. Includible Compensation.

(a) Except as provided below in the case of independent contractors, Includible Compensation means (*check one*):

- Safe Harbor Compensation as described in Code section 415(c)(3) and the regulations promulgated thereunder.
- Code section 3401(a) wages (as modified by Code section 415(c)(3) and the regulations promulgated thereunder).
- Information required to be reported under Code sections 6041, 6051, and 6052 (e.g., the “Wages, Tips and Other Compensation” box on Form W-2) (as modified by Code section 415(c)(3) and the regulations promulgated thereunder).
- Other (*please specify a definition that complies with the requirements of Code section 415(c)(3) and the regulations promulgated thereunder (including any optional inclusions/exclusions under Code section 415(c)(3))*):

All of a Participant’s wages, salary, and other amounts, including, but not limited to, longevity pay, overtime pay, PTO, sick, vacation, personal, bereavement, leave, “work for”, “work for another”, and military differential pay, as well as bank payouts upon termination of employment.

The Includible Compensation of independent contractors eligible to participate in the Plan pursuant to an election under Item 5(b) shall be determined in accordance with the special rules for self-employed individuals in Code section 415(c)(3)(B) and the regulations promulgated thereunder.

(b) Includible Compensation does / does not (*check one*) include amounts treated as “deemed 125 compensation” because of the Employer’s requirement that its Employees participate in an Employer-sponsored health insurance program unless they state that they are provided health care coverage elsewhere.

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Note: Pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008, amounts paid as differential military pay are included in the Internal Revenue Code definition of includible compensation.

8. Minimum Deferrals.

(a) The minimum amount and/or percentage by which a Participant must elect to have his or her Includible Compensation reduced and contributed to the Plan as Deferred Compensation is equal to (*check one*):

There is no minimum amount or percentage.

Other (*complete Items 8(a)(i) and/or 8(a)(ii), as necessary*):

(i) **DB Eligible, Police and Fire Sub Plan: Minimum of \$10 per payroll. Flat Dollar and Whole Percentages. Part Time Sub Plan Plan: 1% - 100%. Whole Percentage Only. Employees eligible for the 401(a) Plan Sub Plan: 1% - 100%. Whole Percentage Only.**

(ii)

(b) The limits described in Item 8(a) shall be applied on the following basis:

Annually.

Monthly.

Pay Period by Pay Period

Other (*please specify*)

9. Maximum Deferrals.

(a) The maximum annual amount and/or percentage by which a Participant may elect to have his or her Includible Compensation reduced and contributed to the Plan as Deferred Compensation (other than as a catch-up contribution) is equal to (*check one*):

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- X** The Dollar Limitation (e.g., the amounts set forth in the chart below) and Percentage Limitation (e.g., 100% of Includible Compensation) in effect under Code section 457(b)(2) for the applicable Plan Year.

<u>Year</u>	<u>Dollar Limitation</u>
2017	\$18,000
2018 and later	As adjusted for the cost-of-living

- Other (*complete Items 9(a)(i) and 9(a)(ii), as necessary*):
- (i) \$_____
- (ii) _____% of Includible Compensation (not in excess of 50%). If no percentage is selected a default maximum percentage of 50% will automatically apply.

- (b) The limits described in Item 9(a) shall be applied on the following basis:

- X** Annually.
- Monthly.
- Pay Period by Pay Period
- Other (*please specify*)
- _____
- _____

10. Roth Elective Deferrals. The Plan X does / does not (*check one*) permit Roth elective deferral contributions. These contributions will be permitted on and after January 1, 2015 (*indicate a date on or after January 1, 2011*).

Note: Roth elective deferral contributions will be treated as pre-tax elective deferral contributions for all purposes under the Plan, including, but not limited to, eligibility for matching contributions. In addition, Roth elective deferral contributions must be permitted under the Plan to permit Roth rollover contributions.

11. Last Three Years Catch-Up Contributions. The maximum annual amount of catch-up contributions available in the last three taxable years before Normal

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Retirement Age which may be made by any Participant shall not exceed (*check one*):

- The Catch-Up Contribution limit (*e.g.*, double the amounts set forth in the chart in Item 9(a)) in effect under Code section 457(b)(2) for the applicable Plan Year.
- Other (*please specify a lower dollar amount*):

12. Age 50 Catch-Up Contributions. The Plan will / will not (*check one*) permit Participants to make Code section 414(v) catch-up contributions up to the amounts set forth in the chart below (as permitted under the rules coordinating last three years catch-up contributions and Code section 414(v) catch-up contributions).

<u>Year</u>	<u>Age 50 Catch-up Limit</u>
2017	\$6,000
2018 and later	As adjusted for the cost-of-living

Note: If the Plan permits Roth elective deferral contributions, Roth catch-up contributions will also be permitted and treated as pre-tax catch-up contributions for all purposes under the Plan.

13. Accumulated Sick, Vacation, and Back Pay.

- (a) The Plan does / does not (*check one*) permit Participants to contribute the value of their accumulated sick pay to the Plan.
- (b) The Plan does / does not (*check one*) permit Participants to contribute the value of their accumulated vacation pay to the Plan.
- (c) The Plan does / does not (*check one*) permit Participants to contribute the value of their accumulated back pay to the Plan.

Note: Such elections may only be made in accordance with the requirements of Code section 457(b) and the regulations promulgated thereunder.

14. Automatic Enrollment.

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- (a) The Plan **X** does / does not have automatic enrollment. If not, skip to Item 16. If the Plan has automatic enrollment, the Plan is an (*check one*):
- X** Automatic Contribution Arrangement (ACA). The ACA will be effective: February 1, 2019 (“ACA Effective Date”).
- Eligible Automatic Contribution Arrangement (EACA). The EACA will be effective: _____ (“EACA Effective Date”).
- (b) Automatic Enrollment applies to (*check one*):
- All Participants.
- All Participants, except those who have in effect an Enrollment Agreement on the ACA Effective Date or EACA Effective Date, as applicable, provided that the elective deferral amount under the Enrollment Agreement is at least equal to the Automatic Deferral Percentage.
- All Participants, except those who have in effect an Enrollment Agreement on the ACA Effective Date or EACA Effective Date, as applicable, regardless of the elective deferral amount under the Enrollment Agreement.
- All Participants, except those who have in effect an Enrollment Agreement on the ACA Effective Date or EACA Effective Date, as applicable, provided that the elective deferral amount under the Enrollment Agreement is greater than 0%.
- Each Employee whose Entry Date is on or following the ACA Effective Date or EACA Effective Date, as applicable.
- X** Each Employee whose date of hire is on or following the ACA Effective Date or EACA Effective Date, as applicable.
- X** Other: Exclude Subplans: DB Eligible, Police and Fire, and Part Time.

(The Employer may further describe affected Participants, e.g., non-collective bargaining employees or “division A employees.”)
- (c) The Automatic Deferral Percentage of any Participants making automatic deferrals on the date immediately prior to the ACA Effective Date or EACA Effective Date, as applicable, in an amount that is greater than the

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

applicable Automatic Deferral Percentage described in Item 14(f) below shall / shall not be decreased.

(d) The initial Automatic Deferral Percentage does / does not apply to Employees rehired after the ACA Effective Date or EACA Effective Date, as applicable.

(e) Roth elective deferrals (*check one or more, as applicable*):

- Automatic deferrals shall be treated as Roth elective deferrals rather than as pre-tax deferrals.
- If the Employer elects Item 14(b)(ii), for Participants that have a Roth elective deferral election in place, the Automatic Deferral Percentage includes only the incremental percentage amount necessary to increase the Participant's pre-tax deferral so that when aggregated with the Roth elective deferral is equal to the Automatic Deferral Percentage.

(f) Automatic Deferral Percentage:

For each affected Participant, the Employer will withhold 1 % from the Participant's Includible Compensation each payroll period as the Automatic Deferral Percentage, unless the Participant makes a Contrary Election.

(g) Automatic Increase of Automatic Deferral Percentage

The Automatic Deferral Percentage will / will not increase in Plan Years following the Plan Year containing the ACA Effective Date or EACA Effective Date, as applicable (or, if later, the Participant's ACA Effective Date or EACA Effective Date). If the Automatic Deferral Percentage will increase, complete the rest of this paragraph (g) and paragraphs (h) and (i) below.

Check one of the following (*The Employer may define different increases for different groups of Participants or may otherwise limit the Automatic Increase feature. Any such provisions must be definitely determinable*):

The Participant's pre-tax deferrals will increase by 1 % per year up to a maximum of 6 % of Includible Compensation unless the

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Participant has filed a Contrary Election after the effective date of this election or any amendment thereto.

- The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- Other: _____

- (h) The increase in the Automatic Deferral Percentage will be effective as of the following day of each Plan Year (“Change Date”) (*check one*):

- First day of the Plan Year.
 Anniversary of the Participant’s date of hire.
 Other (*must be a specified or definitely determinable date that occurs at least annually*): **July 1.**

- (i) The increase in the Automatic Deferral Percentage will apply to a Participant beginning with the first Change Date after the Participant first has automatic deferrals withheld, unless selected otherwise below:

- The increase will apply as of the second Change Date thereafter.
 For Participants automatically enrolled in the same Plan Year as the first Change Date, the increase will apply as of the second Change Date thereafter.

- (j) If the Plan is an EACA, the permissible withdrawal provisions of Code section 414(w) (*check one*):

- Do not apply.
 Apply within 90 days of the first automatic deferral.

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- Apply within ___ days of the first automatic deferral (*may not be less than 30 nor more than 90 days*).

 - (k) For Plan Years beginning on or after January 1, 2010, any Participant who makes a Contrary Election (*check one; leave blank if an ACA*):
 - Is a covered employee and continues to be covered by the EACA provisions. (*Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.*)
 - Is not a covered employee and will not continue to be covered by the EACA provisions. (*Under this Election, the Participant no longer must receive the EACA annual notice.*)

 - (l) Automatic Deferrals overrides (*check one or more, as applicable*).
 - With respect to an Employee who for an entire Plan Year did not have automatic deferrals made pursuant to a default election under the EACA, the Plan will not follow the special rule which allows the Plan to treat the Employee as not having had such contributions for any prior Plan Year as well.
 - The Plan will treat an Employee who had a severance from employment for an entire Plan Year as not having automatic deferrals made pursuant to a default election under the EACA for any prior Plan Year.
15. Automatic Escalation for Participants Who Have an Enrollment Agreement in Effect.
- (a) Automatic escalation does / does not apply (*check one*) to Participants who have an Enrollment Agreement in effect. If not, skip to Item 16.

 - (b) If automatic escalation applies, complete (i)-(iv):
 - (i) The Automatic Escalation applies to (*check one*):
 - All Participants who have an Enrollment Agreement in effect for pre-tax deferrals of at least 1 % of Includible Compensation.

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- Each Participant whose hire date or rehire date is on or after the effective date of this election, or any amendment thereto, who files an Enrollment Agreement for pre-tax deferrals of at least ___% of Includible Compensation. In addition, each Participant who does not have an Enrollment Agreement in effect on the effective date of this election, or any amendment thereto, and subsequently files an Enrollment Agreement for pre-tax deferrals of at least ___% of Includible Compensation.
- Other: _____

(The group of Participants must be definitely determinable.)

(ii) Automatic Increases (*check one*):

- The Participant's pre-tax deferrals will increase by 1 % per year up to a maximum of 6 % of Includible Compensation unless the Participant has filed a Contrary Election after the effective date of this election or any amendment thereto. (*A Participant (1) that is deferring at a rate equal to or greater than the maximum on the effective date of this election, or any amendment thereto, or (2) that reaches the maximum on or after the effective date of this election, or any amendment thereto, must make an affirmative election to participate in Automatic Escalation if the Participant subsequently modifies the Participant's Enrollment Agreement to defer at a rate below the maximum.*)
- Other: _____

(The Employer may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.)

(iii) The pre-tax deferrals will increase on the following day each Plan Year:

- First day of the Plan Year.
- Each anniversary of the Participant's date of hire.

***PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN***

ADOPTION AGREEMENT

- X** Other (*must be a specified or definitely determinable date that occurs at least annually*): **July 1**

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part VI Loans

16. Loans.

- (a) The Plan does / does not (*check one*) permit Participants to take loans. If Plan loans are permitted, a copy of the Plan Administrator's loan procedures shall be provided to Prudential.

- (b) The following individuals are eligible to receive Plan loans (*check all that apply*):
 - All Plan Participants (including former Employees with balances in the Plan and Employees not currently eligible to contribute to the Plan).
 - Only Plan Participants who are eligible to contribute to the Plan because they are eligible employees described in Item 5 at the time the loan is requested.

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part VII Additional Employer Contributions

17. Discretionary Contributions.

- (a) The Employer may / may not (*check one*) make additional discretionary contributions to Participants' Accounts.

- (b) Participants shall vest in discretionary contributions on the following basis (*check one*):
 - Immediate, 100% vesting
 - Graded vesting at a rate of 20% per year (100% at 5 years)
 - Other (*please specify an alternative vesting schedule*):

Note: Under regulations issued by the Internal Revenue Service, contributions, and earnings on these contributions that are subject to a vesting schedule are recognized as contributions to the Plan when these amounts vest. As a result, if an Employer elects to apply a vesting schedule, Participants may be deemed to have impermissible excess contributions to the Plan in the year in which contributions vest if the amounts vested during the year causes an excess deferral for that year. Employers should discuss this issue with independent legal counsel prior to electing to apply a vesting schedule.

- (c) The Employer will / will not (*check one*) make discretionary contributions for a Participant who dies while in qualified military service pursuant to and in a manner consistent with Code section 414(u)(9). This provision is effective _____ (*please specify a date no earlier than January 1, 2007*).

- (d) The Employer will / will not (*check one*) make discretionary contributions for a Participant who becomes disabled while in qualified military service pursuant to and in a manner consistent with Code section 414(u)(9). This provision is effective _____ (*please specify a date no earlier than January 1, 2007*).

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

18. Matching Contributions.

- (a) The Employer will / will not (*check one*) make mandatory contributions which match Participant contributions to the Plan. Mandatory matching contributions will be made based on the following formula (*please specify*):

- (b) The Employer may / may not (*check one*) make discretionary matching contributions to the Plan.

- (c) Participants shall vest in matching contributions on the following basis (*check one*):

- Immediate, 100% vesting
- Graded vesting at a rate of 20% per year (100% at 5 years)
- Other (*please specify an alternative vesting schedule*):

Note: Under regulations issued by the Internal Revenue Service, contributions, and earnings on these contributions that are subject to a vesting schedule are recognized as contributions to the Plan when these amounts vest. As a result, if an Employer elects to apply a vesting schedule, Participants may be deemed to have impermissible excess contributions to the Plan in the year in which contributions vest if the amounts vested during the year causes an excess deferral for that year. Employers should discuss this issue with independent legal counsel prior to electing to apply a vesting schedule.

- (d) The Employer will / will not (*check one*) make matching contributions for a Participant who dies while in qualified military service pursuant to and in a manner consistent with Code section 414(u)(9). This provision is effective (*check one*):

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- January 1, 2007
 - Other (*please specify a date no earlier than January 1, 2007*):
-

(e) The Employer will / will not (*check one*) make matching contributions for a Participant who becomes disabled while in qualified military service pursuant to and in a manner consistent with Code section 414(u)(9). This provision is effective (*check one*):

- January 1, 2007
 - Other (*please specify a date no earlier than January 1, 2007*):
-

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part VIII Retirement Age and Commencement of Distributions

19. Normal Retirement Age. A Participant's Normal Retirement Age for purposes of the Last Three Years Catch-Up Contributions described in Item 11 of this adoption agreement is (*check one*):

- Age 70½.
- Age 65
- Age 62
- Age 60
- Age 55
- Other (*please specify*):

The age designated by the Participant which is between the age at which an Employee may retire with unreduced benefits under the Employer's retirement plan and age 70 ½, or for a part-time, temporary or seasonal worker who is not covered under another retirement plan of the Employer, the earliest age at which he could have retired with unreduced benefits if he were covered under the City of Dearborn's General Retirement System. Any Participant who is a full-time Employee employed in the capacity of a police officer and firefighter and that meets the requirements of IRC Sec. 415(b)(2)(H)(ii)(I) may designate a Normal Retirement Age between age 40 and 70 ½.

Note: A Participant's Normal Retirement Age may not be (a) earlier than the earlier of age 65 or the earliest date that the Participant will become eligible to retire and receive under the Employer's basic defined benefit pension plan covering the Participant (or the Employer's money purchase pension plan in which the Participant also participates if the Participant is not eligible to participate in the Employer's basic defined benefit pension plan) immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age, if any, and (b) later than the Participant's mandatory retirement age (or age 70-1/2, if earlier), if any. Special rules may apply in the case of "qualified" police or firefighters.

20. Automatic Distribution Date. The date on which the distribution of a Participant's Plan benefit must commence is (*check one*):

- The latest date permitted under Code section 401(a)(9)
- 60 days after the close of the Plan Year in which a Participant's Severance Event occurs

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- Age 70½
- Age 65
- Age 62
- Age 60
- Age 55
- Other (*please specify*):

If the Participant has a Severance Event and the Participant's Account is valued at \$5,000 or less (including rollovers), then the Automatic Distribution Date is 80 days after the Severance Event. Otherwise, the Automatic Distribution Date is the latest date permitted under Code Section 401(a)(9).

Note: Regardless of the election made in this Item 20, the Automatic Distribution Date will not apply to a Participant until he or she either (1) attains age 70½ and/or (2) has a Severance Event. In addition, the date selected as an Automatic Distribution Date may not be later than the latest date permitted under Code section 401(a)(9) and regulations promulgated thereunder.

21. Other Distributions Events.

- (a) The Plan does / does not (*check one*) permit a Participant to receive distributions of pre-tax contributions (including pre-tax rollover contributions) in-service starting in the calendar year in which the Participant attains age 70½.
- (b) The Plan does / does not (*check one*) permit a Participant to receive distributions of Roth contributions (including Roth rollover contributions) in-service starting in the calendar year in which the Participant attains age 70½.
- (c) The Plan does / does not (*check one*) permit a Participant to receive distributions while in military service pursuant to and in a manner consistent with the Heroes Earnings Assistance and Relief Tax Act of 2008. This provision is effective _____ (*please specify a date no earlier than January 1, 2009*).

Any distributions pursuant to this Item 21(c) shall result in a suspension of a Participant's right to contribute Deferred Compensation for a period of six-months from the date of distribution in a manner consistent with Code section 414(u)(12)(B).

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part IX Distribution Options

22. Normal Distribution.

(a) A Participant's Account may be paid in any of the following payment forms (*check all that apply*):

- Option 1: One lump-sum payment;
- Option 2: Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- Option 3: Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant.
- Option 4: Annual Payments equal to the minimum distributions required under Code section 401(a)(9), including the incidental death benefit requirements of Code section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary.
- Option 5: Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer provided that such payments shall comply with the requirements of Code section 401(a)(9), including the incidental death benefit requirements of Code section 401(a)(9)(G).
- Option 6 Other (*please specify*):

Partial Withdrawals

- Option 7: A split distribution under which payments under Options 1, 2, 3, 5, or 6 commence or are made at the same time.
- Option 8: A split distribution under which payments under Options 1, 2, 3, 5, or 6 commence or are made at different times.

Note: A Participant may not elect a payment form which causes his or her distributions to violate the minimum required distribution

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

requirements of Code section 401(a)(9). If Option 4 is selected, another Option must also be selected for Participants who terminate service prior to their required beginning date under Code section 401(a)(9).

- (b) The default method of paying benefits to a Participant who has reached his or her Automatic Distribution Date but failed to timely elect to receive a distribution is the distribution method available under Option **1 if the Participant's account balance is valued at \$5,000 or less; Option 4 if the account is valued at more than \$5,000** (provide Option number) of Item 22(a).

Note: If the default method of paying benefits (1) results in the payment of an "eligible rollover distribution" (*i.e.*, eligible to be rolled over to a 401(a), 403(a), 403(b), governmental 457(b) plan, or an IRA) that exceeds \$1,000 (including rollover contributions), (2) occurs because of a Participant's reaching his or her Automatic Distribution Date prior to the Participant's Normal Retirement Date (or age 62, if later), and (3) occurs on or after the effective date listed in Item 27, the distribution will be subject to the Code section 401(a)(31)(B) mandatory rollover rules.

23. Post-Retirement Death Benefits.

- (a) If a Participant dies after he or she has begun receiving benefits from the Plan, the Participant's Account shall be paid to the Participant's Beneficiary (*check one*):
- In accordance with the minimum required distribution rules under Code section 401(a)(9).
- In a single lump sum as soon as administratively practicable.
- (b) If a Participant dies after he or she has begun receiving benefits from the Plan, the Plan does / does not (*check one*) permit the Participant's Beneficiary to designate a beneficiary for the Participant's Account remaining at the Beneficiary's death. This provision is in effect on and after _____ (*indicate a date on or after January 1, 2014*).

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

24. Pre-Retirement Death Benefits.

(a) If a Participant dies before he or she has begun receiving benefits from the Plan, the Participant's Beneficiary may elect to have the Participant's Account paid in one of the following payment forms (*check all that apply*):

- Option 1: One lump-sum payment;
- Option 2: Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Beneficiary, continuing until his or her Account is exhausted;
- Option 3: Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Beneficiary.
- Option 4: Annual Payments equal to the minimum distributions required under Code section 401(a)(9), including the incidental death benefit requirements of Code section 401(a)(9)(G), over the life expectancy of the Beneficiary.
- Option 5: Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer provided that such payments shall comply with the requirements of Code section 401(a)(9), including the incidental death benefit requirements of Code section 401(a)(9)(G).
- Option 6 Other (*please specify*):

-
- Option 7: A split distribution under which payments under Options 1, 2, 3, 5, or 6 commence or are made at the same time.
 - Option 8: A split distribution under which payments under Options 1, 2, 3, 5, or 6 commence or are made at different times.

Note: A Beneficiary may not elect a payment form which causes his or her distributions to violate the minimum required distribution requirements of Code section 401(a)(9).

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

(b) The default method of paying benefits to a Beneficiary when a Participant has died before payment of his or her Plan benefit has commenced shall be (*check one*):

- A lump sum.
- A single life annuity.
- Other (*please specify*):

Option 1 if the Beneficiary's account balance is valued at \$5,000 or less; Option 4 if the account is valued at more than \$5,000

(c) Distribution of the benefits described in this Item 24 shall commence (*check one*):

- On the date selected by the Beneficiary so long as such date complies with the distribution requirements of Code section 401(a)(9). If the Beneficiary fails to make an election before the 90th (*please provide the number of days, default is 60th day*) day following the death of the Participant, the distribution of benefits described in this Item 24 shall commence on the 91st (*please provide the number of days, default is the 61st day*) day following the Participant's death.
- On the ____ (*please provide the number of days, default is the 61st day*) day following the Participant's death.

(d) If a Participant dies before he or she has begun receiving benefits from the Plan, the Plan does / does not (*check one*) permit a Beneficiary to designate a beneficiary for the Participant's Account remaining at the Beneficiary's death. This provision is in effect on and after **November 1, 2018** (*indicate a date on or after January 1, 2014*).

25. Unforeseeable Emergencies.

(a) The Plan does / does not (*check one*) permit Participants to receive distributions in the event of Unforeseeable Emergencies. Unforeseeable Emergency distributions may be made from pre-tax contributions (including pre-tax rollover contributions) and may / may not (*check one*) be made from Roth contributions (including Roth rollover contributions).

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- (b) Participants may / may not (*check one*) receive a withdrawal under Item 25(a) based on Beneficiaries' Unforeseeable Emergencies.
- (c) The Plan does / does not (*check one*) permit Beneficiaries of deceased Participants to receive distributions in the event of Unforeseeable Emergencies.

26. Voluntary In-Service Distributions.

- (a) The Plan does / does not (*check one*) permit voluntary in-service distributions when the provisions of applicable Treasury Regulations permitting such distributions are satisfied.
- (b) If the Plan permits voluntary in-service distributions, a Participant will be eligible to elect to receive a voluntary in-service distribution if the value of the Participant's Account is no greater than (*check one*):
 - \$1,000
 - \$3,500
 - \$5,000
 - Other (*please specify an amount not in excess of \$5,000*):

-
- (c) For purposes of calculating the value of a Participant's Account for purposes of applying Item 26(b), a Participant's Account will / will not (*check one*) include amounts attributable to rollover contributions (as defined in Code section 411(a)(11)(D)).

27. Involuntary In-Service Distributions.

- (a) The Plan does / does not (*check one*) permit involuntary in-service distributions when the provisions of applicable Treasury Regulations permitting such distributions are satisfied. Such distributions shall be made pursuant to a uniform procedure established by the Plan Administrator that is applied in a uniform and non-discriminatory manner.
- (b) If the Plan permits involuntary in-service distributions, a Participant will receive a mandatory in-service distribution if the value of the Participant's Account is no greater than (*check one*):

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- \$1,000
- \$3,500
- \$5,000
- Other (*please specify an amount not in excess of \$5,000*):

-
- (c) For purposes of calculating the value of a Participant's Account for purposes of applying Item 27(b), a Participant's Account will / will not (*check one*) include amounts attributable to rollover contributions (as defined in Code section 411(a)(11)(D)).

Note: If an involuntary distribution (1) results in the payment of an "eligible rollover distribution" (*i.e.*, eligible to be rolled over to a 401(a), 403(a), 403(b), governmental 457(b) plan, or an IRA) that exceeds \$1,000 (including rollover contributions), (2) occurs prior to the Participant's Normal Retirement Date (or age 62, if later), and (3) occurs on or after the effective date listed in Item 28, the distribution will be subject to the Code section 401(a)(31)(B) mandatory rollover rules.

28. Mandatory Rollovers. The Plan is subject to the Code section 401(a)(31)(B) mandatory rollover rules as of (*check one*):

- March 28, 2005
- January 1, 2006
- Other (*please specify a date no later than the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006*):

-
29. Non-Spouse Beneficiary Rollovers. The Plan does / does not (*check one*) permit non-spouse Beneficiaries to elect to roll over payments owing to them to an inherited IRA to the extent permitted under Code section 402(c)(11). This provision is effective as of (*check one*):

- January 1, 2007
- January 1, 2008

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- Other (please specify a date no earlier than January 1, 2007):

Note: Pursuant to applicable law, non-spouse beneficiary rollovers are mandatory for Plan Years beginning after December 31, 2009.

30. Pre-Tax Payment of \$3,000 in Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers. The Plan does / does not (*check one*) permit Participants who are “eligible retired public safety officers” (as defined in Code section 402(l)(4)(B)) to pay up to \$3,000 in “qualified health insurance premiums” (as defined in Code section 402(l)(4)(D)) for the “eligible retired public safety officers”, their spouses, or their dependents. This provision is effective as of (*check one*):

- January 1, 2007
 January 1, 2008
 Other (please specify a date no earlier than January 1, 2007):

January 1, 2009

31. Spousal Consent and Default Beneficiary.

- (a) The Plan does / does not (*check one*) require spousal consent for plan distributions of any kind (including loans) in a form other than a joint and survivor annuity.
- (b) The Plan does / does not (*check one*) require spousal consent for designating a Beneficiary other than a spouse.
- (c) If no Beneficiary is designated by a Participant, the Participant’s default beneficiary will be the Participant’s surviving spouse (if married or estate if unmarried) / estate (if married or unmarried) (*check one*).
- (d) If spousal consent is required pursuant to Item 31(a) or (b), spousal consent must be (*check all that apply*):
- Witnessed by notary public / Plan Administrator (*check all that apply*).
- Irrevocable

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- If spousal consent applies under Item 31(b), spousal consent is required in order to designate any beneficiary other than the spouse / other than the spouse who separately or combined with other beneficiaries will receive more than 1/2 of the benefits to be paid (*check one*).
 - Other (*please specify*):
-

(e) Effective June 26, 2013 through September 15, 2013, for Plan purposes, the term “spouse” or “surviving spouse” will include the same-sex spouse of an individual only if (*check one*):

- The individual’s marriage is validly entered into in a state whose laws authorize the marriage of two individuals of the same sex at that time, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages.
- The individual is domiciled in a state that recognizes same-sex marriages at that time.

Note: The determination of whether an individual is a person’s spouse or surviving spouse at any applicable time is made under procedures adopted by the Plan Administrator. Employers should review the impact of Federal and state laws on spousal beneficiary designations with independent legal counsel.

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part X Rollover Contributions

32. Pre-Tax and Roth Rollover Contributions.

(a) The Plan will / will not (*check one*) accept pre-tax rollover contributions from another eligible plan. If pre-tax rollover contributions are accepted in the Plan, the pre-tax rollover contributions from the following types of eligible retirement plan shall be accepted by the Plan (*check one*):

- All eligible retirement plans as defined in Code section 402(c)(8)(B).
- Only governmental Code section 457(b) plans.
- Other (*please specify*):

(b) The Plan will / will not (*check one*) accept Roth rollover contributions from another eligible plan. If Roth rollover contributions are accepted by the Plan, the Roth rollover contributions from the following types of eligible retirement plan shall be accepted by the Plan (*check one*):

- All eligible retirement plans as defined in Code section 402(c)(8)(B) that maintain a Roth contribution account pursuant to Code section 402A.
- Only governmental Code section 457(b) plans that maintain a Roth contribution account pursuant to Code section 402A.
- Other (*please specify*):

Note: Roth rollover contributions are only permitted if the Plan permits Roth elective deferral contributions. Roth rollover contributions

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

shall be eligible for distribution at the same time as pre-tax rollover contributions.

- (c) The following individuals are eligible to make rollover contributions (*check one*):
- Option #1: All Plan Participants (including former Employees with balances in the Plan and Employees not currently eligible to contribute to the Plan) and surviving spouse Beneficiaries.
 - Option #2: All Plan Participants (including former Employees with balances in the Plan and Employees not currently eligible to contribute to the Plan).
 - Option #3: Only Plan Participants who are otherwise eligible to contribute to the Plan because they are eligible employees described in Item 5 at the time they elect to make a rollover contribution.

33. In-Plan Roth Rollovers.

- (a) The Plan does / does not (*check one*) permit in-plan Roth rollovers (*i.e.*, the conversion of eligible pre-tax funds held in the Plan into Roth after-tax contributions inside the Plan) to the extent permitted under applicable Internal Revenue Service guidance. This provision is effective on and after January 1, 2015 (*indicate a date on or after January 1, 2011*).

Note: Roth elective deferral contributions must be permitted under the Plan to permit in-plan Roth rollovers.

- (b) The following individuals are eligible to make in-plan Roth rollovers (*check one*):
- Option #1: All Plan Participants (including former Employees with balances in the Plan and Employees not currently eligible to contribute to the Plan) and surviving spouse Beneficiaries (*check only if Option #1 in Item 32(c) is checked*).
 - Option #2: All Plan Participants (including former Employees with balances in the Plan and Employees not currently

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

- eligible to contribute to the Plan) (*check only if Option #1 or #2 in Item 32(c) is checked*).
- X** Option #3: Only Plan Participants who are otherwise eligible to contribute to the Plan because they are eligible employees described in Item 5 at the time they elect to make a rollover contribution (*check only if Option #1, #2, or #3 in Item 32(c) is checked*).
- (c) Regardless of the election made in Item 33(a), the Plan **X** will / will not (*check one*) permit in-plan Roth rollovers (*i.e.*, the conversion of eligible pre-tax funds held in the Plan into Roth after-tax contributions inside the Plan) of amounts not otherwise distributable under the Internal Revenue Code to the extent permitted under applicable Internal Revenue Service guidance. This provision shall be effective for in-plan Roth rollovers made on and after February 1, 2019 (*indicate a date on or after January 1, 2013*).

Note: Roth elective deferral contributions must be permitted under the Plan to permit in-plan Roth rollovers.

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part XI Custody of Assets

34. Exclusive Benefit Requirement of Code Section 457(g). The assets of the Plan shall be held for the exclusive benefit of Participants and their beneficiaries. The assets of the Plan shall be held in (*check one or more*):

- A trust.
- Custodial accounts within the meaning of Code section 401(f).
- Annuity contracts within the meaning of Code section 401(f).

35. Trustee. If pursuant to Item 34, some or all assets of the Plan are to be held in a trust, the Trustee of the trust shall be (*check one*):

- Prudential Trust Company
30 Scranton Office Park
Scranton, PA 18507-1789
- Prudential Bank & Trust, FSB
280 Trumbull Street
Hartford, CT 06013-3513
- Other: _____

Unless Prudential Trust Company or Prudential Bank & Trust, FSB is the Trustee, this Adoption Agreement shall not become applicable unless the Trustee or a qualified representative thereof approves and countersigns this Adoption Agreement.

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Part XII Governing Law

36. Governing Law. The Plan shall be governed by the laws of (*check one*):

- New Jersey
- New York
- Pennsylvania
- Other (*please specify which state's laws shall govern the Plan*):

Michigan_____

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

Signatures

By signing this Adoption Agreement the Employer hereby certifies that it (1) is a governmental entity described in Code section 457(e)(1)(A), (2) has received a copy of the Prudential Retirement Specimen Governmental 457(b) Plan, (3) accepts the terms and conditions of such Plan and any related services agreement between it and Prudential, (4) acknowledges that it has relied upon its own advisors regarding the completion of this Adoption Agreement, (5) understands or has been advised by its own legal and tax advisors of the legal and other tax implications of adopting the Plan, including, but not limited to, the requirements of Code section 457(b), (6) has had legal counsel review and revise the Plan and Adoption Agreement to ensure that the Plan and Adoption Agreement comply with all applicable state and local law requirements, and (7) understands and acknowledges that Prudential will be under no obligation to update this Adoption Agreement or the Prudential Retirement Specimen Governmental 457(b) Plan document for any subsequent changes in applicable law.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed by a duly authorized representative this _____ day of _____, 20__.

Attest: **City of Dearborn**
Name of Political Subdivision

By: _____

Title: _____

Attest: **The 19th District Court for the State of Michigan**
Name of Political Subdivision

By: _____

Title: _____

***PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN***

ADOPTION AGREEMENT

Attest: East Dearborn Downtown Development Authority
Name of Political Subdivision

By: _____

Title: _____

Acknowledged on behalf of Prudential Retirement, a business division of The Prudential Insurance Company of America in its role as recordkeeper for the Plan:

By: _____

Title: _____

Date: _____

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN**

ADOPTION AGREEMENT

If applicable:

By signing this Adoption Agreement, the Trustee hereby acknowledges his or her role as Trustee pursuant to the terms of the Trust Agreement between the Employer and the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Adoption Agreement to be executed by a duly authorized representative this _____ day of _____, 20__.

Attest: _____
Name of Trustee (if a Corporate Trustee)

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____



**AMENDMENT TO BE ATTACHED TO AND MADE A PART
OF THE SERVICES AGREEMENT**
("Agreement")

Effective as of April 1, 2013

by and between

CITY OF DEARBORN, MICHIGAN AND THE 19th DISTRICT COURT FOR THE STATE OF MICHIGAN
(the "City")

and

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
("Prudential")

on behalf of the

City of Dearborn, Michigan Deferred Compensation Plan
("Plan")

By mutual agreement between the signatories below, the Agreement is amended, effective February 1, 2019, in the following respect:

- Exhibit A, City Elections, is deleted and replaced with the following Exhibit A, City Elections, to reflect the addition of Event Distributions.

Except as provided above, all other provisions of the Agreement will continue to apply.

**CITY OF DEARBORN, MICHIGAN AND
THE 19TH DISTRICT COURT FOR THE
STATE OF MICHIGAN**

**PRUDENTIAL RETIREMENT INSURANCE
AND ANNUITY COMPANY**

By: _____
Title: _____

By: _____
Title: Second Vice President

Date: _____

Date: _____



CITY ELECTIONS
(Eff. 2/1/19)

The City has elected the following options or frequencies for administration of the Services noted.

PRUDENTIAL'S E-DELIVERY PROGRAM AT THE WORKPLACE

Yes No

DISTRIBUTION TRANSACTION PROCESSING

Fully automated transactions

Sponsor Approved transactions

PARTICIPANT TRANSACTIONS via non-core initiation and approval methods. Transactions will be reviewed and approved based on the agreed upon criteria in the Administrative Procedures and the City Elections above.

Transaction	Initiation	Approval
Qualified Domestic Relations Orders	Paper only	Prudential
Event Distributions (i.e. termination, retirement, disability)	Paperless	Prudential
Distributions Due to Death	Paper only	Prudential

AUTOMATIC ENROLLMENT

CONTRIBUTION ACCELERATOR

Opt In
 Opt Out

LOAN RATE MONITORING – LOAN INTEREST RATES

Per the Plan's loan policy Prudential will apply and monitor the interest rates noted below:

General Purpose Loans: Prime + 1% Primary Residence Loans: Prime +1%

PARTICIPANT ADDRESS CHANGES will be accepted from: City and/or
Participants and beneficiaries

PARTICIPANT DEFERRAL RATE CHANGES

Frequency at which Prudential will report changes Prudential receives from Participants to the City:

Daily
 Weekly
 Bi-Weekly
 Service Not Applicable



ELIGIBILITY – PLAN ENTRY

Prudential will post a plan entry notification report to the Plan Sponsor Website, as follows:

- 30 days prior to the employee's earliest plan entry date
- 45 days prior to the employee's earliest plan entry date
- 60 days prior to the employee's earliest plan entry date
- Service Not Applicable

By O'Donnell supported by Herrick.

2-88-19. RESOLVED: That Running Fit, Inc. be and they are hereby granted permission to conduct their 13th Annual Martian Marathon - "Invasion of Races" on Saturday, April 13, 2019 from 7:00 A.M. to 3:00 P.M., subject to all applicable ordinances and the rules and regulations of the Police Department; be it further

RESOLVED: That all five (5) Martian Marathon races will begin and end in the main parking lot at Ford Field; be it further

RESOLVED: That City Council hereby authorizes assistance from the Dearborn Police Department to facilitate the movement of vehicular and participant foot traffic to conduct the event in a safe and lawful manner; be it further

RESOLVED: That City Council hereby authorizes the Chief of Police to make application and sign all required documents relating to the issuance of the necessary state and county permits as follows:

1. Usage and closure of the curb lane and next lane of eastbound Ford Road between Golfview and the exit ramp to Evergreen Road. Also, placement of barricades/traffic cones in this area to denote same.
2. Usage and closure of the exit ramp from southbound Hines Drive to Ford Road and the exit ramp from eastbound Ford Road to Evergreen Road.
3. Usage and closure of the curb lane and next lane of northbound Outer Drive from approximately Nash Street to Military Street. Also, placement of barricades/traffic cones in this area to denote same.
4. Usage and placement of DPW barricades and arrow trucks to assist with the closure of the above areas. The City of Dearborn agrees to place, erect and remove the barricades and trucks.
5. Usage of Dearborn Police Officers for crowd control, traffic control and general security of the event.
6. The event shall not commence before 7:15 A.M. and will conclude by 2:00 P.M.

be it further

RESOLVED: That this event is subject to reimbursement from Running Fit, Inc. for all incurred manpower costs of the City of Dearborn.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Byrnes supported by Herrick.

2-89-19. WHEREAS: The Director of Recreation & Parks is requesting that the City Council grant permission to Eagle Scout Candidate Tarek Hassan Hazamy's Eagle Scout Service Project, and

WHEREAS: Tarek is requesting permission to plant small trees in Lapeer Park for his service project entitled "South End Grove." He is choosing the south end of Dearborn to improve the air quality, and

WHEREAS: Tarek Hazamy plans to raise money to buy saplings through fundraisers including advertising the project at school and calling tree companies for donations. He will also provide the volunteers for the planting of the saplings; therefore be it

RESOLVED: That Tarek Hassan Hazamy be and is hereby granted permission to conduct his Eagle Scout Service Project in the South End of the City of Dearborn; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Sareini supported by O'Donnell.

2-90-19. RESOLVED: That the Dearborn Allied War Veterans Council is hereby granted curb to curb control and permission to conduct the 95th Annual Memorial Day Parade on Monday, May 27, 2019 from 8:00 A.M. to approximately 2:00 P.M. on Michigan Avenue (from Maple to the new Veterans Park and War Memorial at Henry Ford Centennial Library) subject to all applicable ordinances and the rules and regulations of the Police Department; be it further

RESOLVED: That City Council hereby grants permission to the Dearborn Allied War Veterans Council to use the front of the Henry Ford Centennial Library and the Veterans Park and War Memorial until 2:00 P.M. for the noon remembrance ceremony and the usual activities associated with Memorial Day including a roped off area west of the library to be used for beer sales; be it further

RESOLVED: That City Council hereby grants permission to the Dearborn Allied War Veterans Council to close Maple Road from Schaefer Road to Michigan Avenue from 8:00 A.M. to 1:00 P.M. with use of City owned parking lots on Calhoun, Neckel, as well as the Cityscape Lot for the funeral procession, and the staging of parade participants; be it further

RESOLVED: That City Council hereby authorizes the Dearborn Allied War Veterans Council to conduct its annual raffle with proceeds directed to help fund its programs and projects and hereby gives all rights to public vending to the Dearborn Allied War Veterans Council and its selected vendors.

The resolution was adopted as follows: Yes: Bazy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Byrnes supported by Bazzy.

2-91-19. RESOLVED: That receipt of a donation in the amount of \$40,000 from the Dale Bruce Van Dorp Trust UAD for the Dearborn Historical Museum is hereby acknowledged and accepted; be it further

RESOLVED: That City Council hereby extends its appreciation to the donor for the aforementioned gift; be it further

RESOLVED: That City Council hereby directs the Finance Director to recognize the donation in the Designated Purposes Fund, account 276-5000-365.90-00, and appropriate the same amount in account 276-5000-711.98-00, Project Z77607.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Byrnes supported by Bazzy.

2-92-19. RESOLVED: That receipt of a donation in the amount of \$50,000 from the Dale Bruce Van Dorp Trust UAD for the Michael A. Guido Theater Restoration Project is hereby acknowledged and accepted; be it further

RESOLVED: That City Council hereby extends its appreciation to the donor for the aforementioned gift; be it further

RESOLVED: That City Council hereby directs the Finance Director to recognize and appropriate the donation in the Facilities Fund, Theater Restoration Project #I51033.

The resolution was adopted as follows: Yes: Bazzy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

By Dabaja supported unanimously.

2-93-19. WHEREAS: The Mayor and the Council have learned with sorrow of the passing of Fatme (Fay) Abuelhawa, and

WHEREAS: This departure at the dictation of Divine Providence, constitutes an irreparable loss to the beloved family and numerous friends and neighbors; be it

RESOLVED: That the Mayor and members of the Council of the City of Dearborn here assembled, hereby sincerely extend and offer in this sad hour of bereavement, heartfelt sympathy and condolence to the family of the deceased.

The resolution was adopted as follows: Yes: Bazy, Byrnes, Dabaja, Herrick, O'Donnell, and Sareini (6). No: None. Absent: Abraham (1).

There being no further business, upon a motion duly made, seconded and adopted, the Council then adjourned at 8:38 P.M.

APPROVED:

President of the Council

ATTESTED:

City Clerk