



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-107-2018

File Number: RES-18:117

Enactment Number: R-EN-107-2018

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE CONTRACT WITH 1ST SECURITY BANK, INTRUST, N.A. AND NESTEGG CONSULTING INC, TO PROVIDE SERVICES FOR THE CITY OF JONESBORO NON UNIFORMED EMPLOYEES 457 (b) RETIREMENT SAVINGS PLAN AND TRUST

WHEREAS, the City Council has previously established the City of Jonesboro, Arkansas Non-Uniformed Employees 457(b) Retirement Savings Plan and Trust (the "Plan"); and

WHEREAS, Section 11.01 of the Plan allows the City, through appropriate action of the City Council, to amend the Plan at any time and from time to time; and

WHEREAS, the City desires to permit loans to participants from the Plan as described in the attached hereto Amendment Two to the City of Jonesboro, Arkansas Non-Uniformed Employees 457(b) Retirement Savings Plan and Trust (the "Amendment"), and pursuant to the terms and conditions described in the attached hereto City of Jonesboro, Arkansas Non-Uniformed Employees 457(b) Retirement Savings Plan and Trust Participant Loan Policy (the "Loan Policy").

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The City Council hereby approves and adopts the Amendment and the Loan Policy; and

Section 2: The Mayor and City Clerk are hereby authorized to execute the Amendment and are authorized and directed to execute, file, record and deliver such documents and instruments and to take such other action as is necessary, desirable or appropriate in order to implement and otherwise carry out the intent of these resolutions.

PASSED AND APPROVED this 7th day of August, 2018.

**AMENDMENT TWO
TO THE
CITY OF JONESBORO, ARKANSAS NON-UNIFORMED EMPLOYEES
457(b) RETIREMENT SAVINGS PLAN AND TRUST**

This AMENDMENT is hereby adopted by the City of Jonesboro, Arkansas.

WHEREAS, the City of Jonesboro, Arkansas, a municipality of the State of Arkansas, (the "Employer") has previously established the City of Jonesboro, Arkansas Non-Uniformed Employees 457(b) Retirement Savings Plan and Trust (the "Plan"); and

WHEREAS, pursuant to Section 11.01 of the Plan, the Employer, by appropriate action of the City Council, has the right at any time and from time to time to amend the Plan; and

WHEREAS, the Employer desires to amend the Plan and permit loans to participants from the Plan.

NOW, THEREFORE, effective as of August 7, 2018, the Plan is hereby amended as follows:

1. Section 6.01 of the Plan is amended so as to now read as follows:

6.01 Loans to Participants. This Plan does permit loans from the Plan to Participants. Loans to Participants shall be made in accordance with the loan policy established by the Plan Administrator.

IN WITNESS WHEREOF, the Employer has executed this Amendment as of the 7th day of August, 2018

City of Jonesboro, Arkansas
Non-Uniformed Employees 457(b) Retirement Savings Plan
Loan Policy

City of Jonesboro, Arkansas (“Employer”) has adopted the following Loan Policy pursuant to the terms of the City of Jonesboro, Arkansas Non-Uniformed Employees 457(b) Retirement Savings Plan and Trust (“457(b) Plan”) and designates INTRUST Bank, N. A. (“INTRUST”) as the Administrator of the Loan Program. As Loan Administrator, INTRUST is responsible for providing a process for a Participant to request a Participant loan from the 457(b) Plan, for approving or denying each loan request and for instructing the 457(b) Plan’s Trustee to make the loan to the Participant. This policy sets forth the rules of the Loan Program.

Loan Program

Loan Application – Any 457(b) Plan Participant who is considered a Party-In-Interest as defined in Section 3(14) of the Employee Retirement Income Security Act (“ERISA”) may apply for a loan from the 457(b) Plan subject to the limitations and conditions under this Loan Program. Loans shall not be made available to highly compensated employees in an amount (expressed as a percentage of vested account balance) greater than is made available to other employees. A 457(b) Plan Participant who has a defaulted loan is not eligible for another loan. Loan requests must be made in one of three ways:

- Through the Voice Response Unit by calling 1-877-410-9984.
- Via the Internet by going to www.nesteggu.com.
- By telephoning a Customer Solutions Center at 1-866-412-9026

The Loan Administrator will consider all loan applications. If a Participant’s vested account balance in the 457(b) Plan is sufficient and the Participant has no defaulted loans, the loan request will automatically be approved. If asked, the Participant will be required to provide any supporting information deemed necessary by the Loan Administrator in making its decision to approve or deny the loan request.

Limitations On Loans – The Loan Administrator will not approve any loan to a Participant in an amount that exceeds 50% of his or her vested accrued benefit in the 457(b) Plan. The total aggregate amount of loans outstanding (including loans in default but not yet offset) to any Participant may not exceed \$50,000, reduced by the excess of the Participant’s highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant’s current outstanding Participant loan balance on the date of the loan. With regard to any loan made pursuant to this program, the following rules and limitations apply in addition to such other requirements set forth in the 457(b) Plan:

- Loans will not be made in a principal amount less than \$1,000.
- A nonrefundable loan origination fee of \$100 is charged for each loan requested.
- A maximum of ONE loan is permitted to be outstanding at any time.
- No existing loan may be renewed or refinanced, whether or not increased by an additional loan amount.
- All loans made pursuant to this program will be considered a directed investment under the 457(b) Plan. As such, all payments of principal and interest made by the Participant will be credited only to the Participant’s investment elections. The 457(b) Plan also will charge the Participant’s account balances with expenses directly related to the loan.

Evidence And Terms Of Loan – The Participant will receive a copy of the promissory note representing the terms of the loan, an amortization schedule, a loan confirmation and a check representing the loan proceeds. The Participant’s negotiation of the check representing the loan proceeds will be the Participant’s agreement to the loan terms, the pledge and assignment, and payroll deduction. All loans will bear a commercially reasonable rate of interest, which Employer has determined to be the Wall Street

prime rate at the time of the loan plus one percentage point. Changes in the prime rate will be implemented by the Loan Administrator when it is reasonably administratively feasible to do so.

The loan must provide for periodic repayments under a level amortization schedule through payroll deduction, the frequency of repayments based on the Employer's current bi-weekly payroll cycle.

For all loans, prepayment of principal and interest shall be allowed only if the entire remaining outstanding loan balance is paid in full.

The term of repayment of a loan must not be greater than five years.

A loan, if not otherwise due and payable, is due and payable on termination of the Participant's employment or on termination of the 457(b) Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts Employer's right to terminate the 457(b) Plan at any time. Participants should contact their tax advisor for prevailing, termination related, tax treatment of outstanding loans as significant penalties and income tax reporting consequences may result.

The law treats the amount of any loan not repaid as agreed as a loan default. A defaulted loan not paid within the cure period will be deemed distributed and result in income tax consequences to the Participant.

Suspension Of Payments During Leave Of Absence – Your loan payments may be suspended for up to one year during an approved leave of absence. However, under no circumstances may the loan term be greater than five years.

Military Service - If a Participant takes a leave of absence from the Employer because of service in the military, the 457(b) Plan shall suspend loan repayments until the Participant's completion of military service or until the Participant's fifth anniversary of commencement of military service, if earlier. The Employer will provide the Participant with a written explanation of procedures to extend the payment term for a military leave of absence and the effect of the Participant's military service on his or her 457(b) Plan loan.

Collateral For Loan - A Participant shall secure a loan with an irrevocable pledge and assignment of an amount equal to the amount of the loan up to 50% of the Participant's vested account balance in the 457(b) Plan determined as of the date the loan is granted. The Loan Administrator will not permit the Participant to secure a loan with any other collateral.

Default - The Loan Administrator will treat a loan as in default if any of the following events occur:

1. A scheduled payment is not timely made; or
2. A loan is not paid in full after termination of employment; or
3. The Participant receives a distribution of the Participant's entire 457(b) Plan vested account balance
(including any loans).

Cure Period - In the event a Participant misses a scheduled payment, the Participant may cure the default by making all missed payments before the expiration of the cure period. The cure period shall expire on the last day of the calendar quarter following the calendar quarter during which the event of default occurred. Notwithstanding the previous sentence, the cure period may not extend beyond the original maturity date of the loan.

Acceleration And Offset - Upon default and the expiration of the cure period, the then outstanding principal balance and unpaid interest calculated to the last day of the cure period shall be immediately due and

payable. If allowed by the 457(b) Plan, the vested accounts in the 457(b) Plan provided as security for the loan shall be offset by the amount of such outstanding principal balance and unpaid accrued interest. In the case of a Participant who is actively employed on the date of default this offset will not occur until the Participant separates from service with the Employer unless the Participant is entitled to an in-service distribution. If the Participant is entitled to an in-service distribution, the outstanding principal balance and unpaid accrued interest will be offset against the Participant's account balance. No notice shall be required prior to the offset. The Loan Administrator will treat the note as repaid to the extent of any permissible offset and report it as a taxable distribution to the Participant. If the 457(b) Plan does not permit an immediate offset, the then outstanding principal balance and unpaid interest calculated to the last date of the cure period shall be treated as a deemed distribution and reported as taxable income to the Participant. If the default is treated as a deemed distribution, the unpaid balance will continue to accrue interest until the outstanding principal and accrued interest is paid in full.

Accounting For Loan - A loan made to a Participant will be made only from the Participant's 457(b) Plan vested account balance. If a loan is made from a Participant's account that is invested in more than one investment fund, the amount withdrawn in order to make the loan shall be charged to each investment fund in the same proportions as the account is invested in each investment fund. All repayments of principal and interest shall be reinvested in accordance with the Participant's investment elections in effect at the time the repayment is received, and if the loan was taken from more than one account, repayments to the accounts shall be made on a pro rata basis.

Adopted this 1th day of August, 2018.