# SUMMARY PLAN DESCRIPTION

# CITY OF BENTON

## AMENDED AND RESTATED

# EMPLOYEES' PENSION PLAN

**January 1, 2012**

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## INTRODUCTION

The Plan provides pensions to eligible Participants when they attain retirement age.

The following is a summary of the Plan as amended and restated on January 1, 2012. This summary is provided to you so that you may better understand your benefits.

The complete provisions governing rights and obligations of Participants are contained in the Plan legal documents. These documents are on file with your Employer and the Plan Administrator. You may examine a copy of the documents without charge or obtain a copy for a reasonable charge, by contacting your Employer.

## PROGRAM SPONSOR

The Plan is sponsored by your Employer:

> The City of Benton, Arkansas
> 114 S. East Street
> Benton, Arkansas 72015

This Summary Plan Description explains the Retirement Plan provisions of participation and benefit entitlement. In the event this Summary Plan Description is ambiguous or conflicts with the provisions of the Plan legal documents, the terms of the Plan legal documents will control.

## ADMINISTRATOR

The Administrator of the Plan is a committee appointed by the City Council and is composed of the Mayor, City Finance Director, Chairperson of the City of Benton Finance Committee and such other persons as the City Council appoints.

## PLAN PROVISIONS

### A. GENERAL DESCRIPTION

In order to be entitled to benefits under this Retirement Plan, you must first complete the requirements for participation and enter the Plan as a Participant. Your participation in the Plan will continue until the earlier of your termination of employment, retirement or death. A determination of your entitlement to any benefits will be made as of your termination date.

The Normal Retirement Age is the later of your 65th birthday or completion of five years of service. The Plan also has provisions for early and late retirement.

If you terminate your employment prior to entitlement to Normal or Early Retirement benefits, you may be entitled to a deferred benefit if you meet the plan service requirements for vesting (entitlement to pension benefits).

Except for the return of participant contributions with interest in limited circumstances (for employees hired after December 31, 2011), there are no "refunds" or other cash payable to you if you leave employment prior to retirement age. However, if you complete the vesting requirement, a pension will be payable to you when you attain retirement age.

### B. ELIGIBILITY FOR PARTICIPATION

An employee who is regularly employed on a full-time basis becomes a participant on the date such employee first performs an hour of service for the Employer.

Any person who is an employee of Benton Utilities, or who is in a group of employees covered by another plan to which the employer contributes, is excluded from the plan. Any municipal attorney, the City Clerk, any Deputy City Clerk, Mayor or City Treasurer or his Beneficiary shall be entitled, before the time retirement benefits are to commence, to receive either the benefit under this Plan or the benefit as set forth in Ark. Code Ann. § 24-12-120 through 24-12-125, with respect to service in such capacity. Such persons shall not be entitled to both benefits. If such an employee elects to receive benefits pursuant to statute and not this plan, and such employee has made participant Contributions, such employee shall receive his Participant Contributions with Interest. Leased Employees shall be excluded from this Plan.

Once you become a Participant, you will continue to participate in the Plan until termination of employment.

EXAMPLE: Joe was employed on March 2, 2012. Joe becomes a participant on March 2, 2012.

## C. **REQUIRED EMPLOYEE CONTRIBUTIONS**

As a condition of employment with the Employer, each full-time Employee who is hired after December 31, 2011, must agree to have his Compensation reduced on a payroll deduction basis. Payroll deductions shall begin upon hire. The payroll deduction is 2% of Compensation until the January 1 following the Employee's date of employment, and 4% of Compensation commencing on the January 1 following the Employee's date of employment. Once a Participant has completed 30 Years of Service, Employee payroll deductions shall cease at the end of the calendar year. Employee contributions shall be considered "picked up" for federal tax purposes and therefore shall not be subject to federal or state income tax; such contributions are subject to FICA and/or medicare taxes.

If you terminate employment before becoming entitled to any employer-provided benefit, you will receive your participant contributions plus interest on such contributions, computed at 4% per annum. Payment shall be made as soon as administratively feasible after the end of the Plan Year in which such Employee/Participant terminates. Interest shall be calculated through the end of the calendar quarter preceding distribution.

Also, if upon termination of employment you have a vested employer-provided benefit, but your vested benefit under the plan is less than your participant contributions with interest, you will receive your participant contributions with interest. Payment will be made as soon as administratively feasible after the end of the Plan Year in which you have a 1-year break in service. Finally, if upon termination of employment your vested accrued benefit is greater than your participant contributions with interest but the value of your employer-provided benefit (the value of your accrued benefit less participant contributions with interest) is $5,000 or less, the value of your accrued benefit will be paid to you. Payment will be made as soon as administratively feasible after the end of the Plan Year in which you have a 1-year break in service. Interest in both cases shall be calculated through the end of the calendar quarter preceding distribution. In both cases, no further benefit shall be payable to such Employee/Participant under the Plan.

Except in the above cases, you will not receive a separate return of your participant contributions; rather, you will receive your vested pension benefit in accordance with the provisions of the plan.

## D. **AMOUNT OF YOUR PENSION**

The Plan is a defined benefit pension plan which means that the amount of your pension is determined by a specified benefit formula. The formula takes into account your Average Monthly Compensation and your Years of Service.

Average Monthly Compensation

Your Average Monthly Compensation is the greater of:

(1) The sum of your annual compensation over the highest 5 consecutive calendar years divided by 60 (or your actual completed years and months of service if you have worked less than 5 years at termination); or

(2) The sum of your compensation for the 5 years ending on your termination date divided by 60. For the year of termination, actual earnings are used and the months are the number of completed months that you worked. The earnings for the 5th year prior to the year of termination are the total earnings for the year times a fraction in which the numerator is equal to 12 minus the completed months in the year of termination and the denominator is 12.

Compensation is the total amount received subject to federal income tax, excluding any noncash fringe benefits, but including salary reduction contributions to a Section 125 or 457 plan.

EXAMPLE 1: Janet was employed in 1997. She terminated employment on October 11, 2007. She received a pay raise each year. Her Average Monthly Compensation is determined as follows:

| | | | 5 consecutive calendar years | | 60 months prior to termination | | |
|---|---|---|---|---|---|---|---|
| Year | Actual Earnings | Completed Months | Earnings | Months | Earnings | Months | |
| 2002 | $ 30,000 | 12 | $ 30,000 | 12 | $ *7,500 | 3 | (*$30,000*3/12) |
| 2003 | 31,000 | 12 | 31,000 | 12 | 31,000 | 12 | |
| 2004 | 32,000 | 12 | 32,000 | 12 | 32,000 | 12 | |
| 2005 | 33,000 | 12 | 33,000 | 12 | 33,000 | 12 | |
| 2006 | 34,000 | 12 | 34,000 | 12 | 34,000 | 12 | |
| 2007 | 26,250 | 9 | - | - | 26,250 | 9 | |
| | | | $ 160,000 | 60 | $ 163,750 | 60 | |
| Average Monthly Compensation = earnings divided by months | | | $ 2,666.67 | | $ 2,729.17 | | |

Her Average Monthly Compensation is the greater of the two ($2,729.17).

Year of Service

A year of service means a calendar year (or completed months thereof) during which the Employee is in the employment of the Employer on a full time basis. A full-time employee for this purpose is an employee whose job responsibilities require that the employee works at least 1000 hours per year.

Normal Retirement Benefit

The monthly pension which will be paid to you for life if you work until your Normal Retirement Date is the sum of the following:

(a) the amount of your accrued benefit (expressed as a benefit at your Normal Retirement Date) as of December 31, 1989, if applicable, which is provided to you by separate statement; and

(b) 2.75% of your Average Monthly Compensation multiplied by your total Years of Service earned after January 1, 1990 until your Normal Retirement Date. Years of Service after January 1, 1990 are limited to 30.

EXAMPLE 2: Nancy was hired at age 45 and has worked for 20 years after 1989 when she retires at age 65. Her Average Monthly Compensation is $3,000.00. She also has a pension earned for service prior to January 1, 1990 of $350.00. Her monthly benefit is:

(a) $350.00; plus
(b) $1,650.00 ($3,000.00 ***** 2.75% ***** 20 years)
for a total of $2,000.00.

EXAMPLE 3: Jim will retire with 35 years of service all earned after December 31, 1989. His Average Monthly compensation is also $3,000.00. The 30 year limit applies to his benefit. His pension is: (a) $0 + (b) $3,000.00 ***** 2.75% ***** 30 years = $2,475.00.

Accrued Benefit

You accrue a portion of your benefit for each Year of Service which you work. Your Accrued Benefit is the sum of your pre December 31, 1989 benefit as shown in (a) above; plus the benefit calculated in (b) times your actual Years of Service after January 1, 1990 divided by the total Years of Service you could have earned after January 1, 1990 if you worked until your Normal Retirement Date. Your Accrual Years are not limited to 30 Years.

EXAMPLE 4: Assume that Nancy had terminated at age 64 with 19 years of service and Average Monthly Compensation of $3,000.00. Her pre January 1, 1990 benefit is $350.00. Her Accrued Benefit starting at her Normal Retirement Age is:

(a) $350.00; plus
(b) $1,567.50 [$1,650.00 (from example 2) * 19/20]

for a total of $1,917.50.

EXAMPLE 5: Jim leaves at age 58 after completing 28 years of service. Since his total service to his Normal Retirement Date is 35 years, his pension is accrued or earned over 35 years. His accrued benefit is: (a) $0 + (b) $2,475.00 (from example 3) * 28/35 = $1,980.00.

Vested Accrued Benefit

If you terminate employment prior to your Normal Retirement Date with less than 15 Years of Service, you may still have a right to receive a pension under the Plan. You are vested in a percentage of your Accrued Benefit based on your Years of Service. A Year of Service for vesting purposes is a calendar year during which you are employed for the full year as a full time employee. Your Vested Accrued Benefit is equal to your Accrued Benefit times the vesting percentage shown below:

| Years of Service | Vested % |
|---|---|
| Less than 5 | 0 |
| 5 | 25 |
| 6 | 30 |
| 7 | 35 |
| 8 | 40 |
| 9 | 45 |
| 10 | 50 |
| 11 | 60 |
| 12 | 70 |
| 13 | 80 |
| 14 | 90 |
| 15 or more | 100 |

EXAMPLE 6: Harry's accrued benefit at termination is $300 per month. He has eight years of service. Harry is entitled to a retirement benefit of $120 per month ($300 x 40%) commencing at his Normal Retirement Age.

NOTE: Up to one year of service may be credited for authorized leaves of absence such as for illnesses. The Employer will determine eligibility for a leave of absence on a uniform policy. Credit for periods of active military service will be awarded in accordance with applicable law.

## E. COMMENCEMENT OF BENEFITS

Normal Retirement

If you retire on your Normal Retirement Date, you will begin receiving your pension benefit payments as determined under the plan benefit formula.

If you retire on the first day of the month, your pension is payable on that day. If you retire on any other day of the month, your payments start on the first day of the following month. Thereafter, payments are made on the first day of the month.

Early Retirement

You must be at least 55 and have ten Years of Service to be eligible for early retirement benefits. An eligible Participant may elect early retirement with or without the consent of the Employer.

Your early retirement pension is determined under the plan benefit formula but the amount of the pension is reduced to reflect the longer period over which benefits are expected to be paid. The earlier you retire, the smaller your monthly payments will be. If you terminate before age 65, you can elect to defer payments of your pension until you are age 65, in which case payments are not reduced for early retirement. Early retirement payments are the actuarial equivalent of your Vested Accrued Benefit at your Normal Retirement Age.

If you retire on the first day of a month, your pension is payable on that day. If you retire on any other day of the month, your payments start on the first day of the following month. Thereafter, payments are made on the first day of each month.

Late Retirement

If you continue to be employed beyond your Normal Retirement Date, payment of your pension will begin when you actually retire.

Your benefit will be increased to reflect your later retirement. You will receive the greater of your prior benefit increased for the postponement, or your benefit under the formula based upon your increased years of service and any higher salary amounts.

Commencement of Your Vested Pension

If you are vested and terminate your employment with the Employer prior to eligibility for Early Retirement, you are entitled to receive a pension if you are living when pension payments are to begin. Your Vested Accrued Benefit is determined under the plan benefit formula based on Years of Service and Average Monthly Compensation at termination of employment.

Your Vested Accrued Benefit is payable, at your election, (1) on an unreduced basis starting on your Normal Retirement Date, or (2) on a reduced basis at any time from age 55 to your Normal Retirement Date.

However, if the Lump Sum value of your Vested Accrued Benefit is less than or equal to $5,000, the value will be paid in a Single Sum after you have incurred a one year Break-in-Service. A one year Break-in-Service is a plan year (January 1 to December 31) during which you are not employed by the Employer. If the lump sum value of your vested accrued benefit is $1,000 or more, distribution may not be made without your consent.

If termination of employment occurs prior to completion of 5 years of service, you will not be entitled to a pension under the Plan unless you are later employed by the Employer and then complete the remainder of the required years of service.

## F. DISABILITY BENEFITS

If a Participant has reached age 45 and has completed 10 years of service and becomes disabled, the Participant will receive a disability retirement benefit. The disability retirement benefit commences on his normal retirement date and continues for his lifetime.

Your benefit will be calculated as if you had worked during the years that you were disabled. However, your Average Monthly Compensation will be calculated as if you had terminated employment on the last day of the month before you became disabled.

For this purpose, a Participant is considered disabled if a physician chosen by the Employer certifies that the participant's physical or mental condition permanently makes the participant unable to engage in any employment.

If disability occurs prior to age 45 and the completion of 10 years of service, benefits are paid as if you terminated employment. See Section F.

EXAMPLE 7: George becomes permanently disabled in 2008 when he is age 51. He was employed at age 35 and has 16 years of service. When he became disabled George's average monthly salary was $3,000.00. His total projected service to his Normal Retirement Date is 30 years.

George's disability benefit commencing at age 65 is calculated as follows:

| | | |
|---|---|---|
| A. | Average Salary | $ 3,000.00 |
| B. | Projected service (maximum 30) | 30.00 |
| C. | Future service benefit percent | 2.75% |
| D. | Future service benefit (A*B*C) | $ 2,475.00 |
| E. | Monthly Disability Pension | $ 2,475.00 |

## G. METHODS OF PAYMENT OF PENSION BENEFITS

At the time a benefit is payable, a Participant will receive payment under the normal method unless another method of payment is elected within the time allowed.

### Normal Methods of Payment

Lifetime Only (The pension normally payable to you if you do not have a spouse.)

This method of payment provides you with a monthly pension payable for as long as you live. Payments stop at your death.

50% Joint Pension  (The pension normally payable to you if you have a spouse.)
The 50% Joint Pension provides you with a reduced monthly lifetime pension; upon your death, a pension (50% of the amount which was payable to you) will be payable to your spouse for life. The amount of your reduced pension will be the actuarial equivalent of the Lifetime Only pension.

## Optional Methods of Payment

In addition to the normal methods of payment, the Plan provides optional methods of payment which you may elect rather than the method normally payable to you under the Plan. When you select a method of payment which provides for benefits to a survivor, the amount of the benefit paid to you will be reduced to take into account the value of the additional payments anticipated to be made to your survivor. If you are married and wish to elect a form of payment other than the 50% Joint Pension, your spouse must consent in writing.

Lifetime Only

This method of payment, as previously described, is optional for you if you have a spouse (the normal method would be a 50% Joint Pension)

Joint Pensions

A joint pension may be payable to you and a beneficiary. The amount of the joint pension will be the actuarial equivalent of the Lifetime Only benefit.

A. The 100% Joint Pension provides you with a reduced monthly pension; upon your death, the same amount becomes payable to your surviving Joint Pensioner for life.

B. The 50% Joint Pension provides you with a reduced monthly pension; upon your death, a pension (50% of the amount payable to you) will be payable to your surviving Joint Pensioner for life.

10 Years Certain and Life Thereafter

You may elect this payment method only if your expected lifetime or the expected joint life of you and your beneficiary is at least equal to 10 years.

The 10 Years Certain and Life Thereafter method of payment provides a reduced lifetime monthly pension with payments guaranteed for 10 years. If you die within 10 years after pension payments commence, the pension is paid to your named beneficiary for the remainder of the selected 10-year period. (For example, if you select the 10-year certain option and die six years after pension payments have commenced, the pension will be paid for four years to your beneficiary.)

The beneficiary is any individual named by you on the appropriate claim form. Should your named beneficiary die after you die, but prior to the completion of the remainder of the 10- year period, the lump sum value of the remainder of the payments will be paid to the estate of the named beneficiary.

If you die after your beneficiary dies, but prior to the end of the specified period, the lump sum value of the remainder of the payments for the period selected will be paid to your estate unless you had elected a new beneficiary. If you live beyond the 10-year period, the pension will continue to be payable for the remainder of your life; however, upon your death, no pension will be payable to the named beneficiary.

## Election of an Optional Method of Payment

An election of an optional method of payment can be made at any time prior to the date benefits are to commence. The Administrator will notify you concerning your rights to elect an optional method of payment.

Remember that your spouse must consent if benefits are payable in a form other than the normal form. Because a Participant's spouse participates in these elections, you should immediately report any change in your marital status to the Plan Administrator.

Prior to reaching your Normal Retirement Age or at any time after you have qualified for Early Retirement Benefits and you have notified us that you plan to retire, you will receive a detailed Benefit Statement which illustrates how your Benefit was calculated.

Your Benefit Statement will also show you the amounts of the various payment options.

If you need assistance in selecting the payment option best suited for your personal situation, you should consult your financial advisor.

**Examples of Various Optional Methods of Payment**

The following table illustrates the various alternatives assuming your accrued benefit is $100 per month at your Normal Retirement Age (age 65).

| | | | JOINT AND SURVIVOR ANNUITY | | | |
|---|---|---|---|---|---|---|
| | | | 50% TO SURVIVOR | | 100% TO SURVIVOR | |
| AGE | PAYABLE FOR LIFE | 10 YEAR CERTAIN AND LIFE | MALE* | FEMALE** | MALE* | FEMALE** |
| 55 | 42.12 | 40.75 | 39.06 | 39.74 | 36.42 | 37.61 |
| 56 | 45.69 | 44.04 | 42.23 | 43.01 | 39.26 | 40.62 |
| 57 | 49.61 | 47.63 | 45.70 | 46.59 | 43.36 | 43.91 |
| 58 | 53.91 | 51.53 | 49.48 | 50.51 | 45.72 | 47.51 |
| 59 | 58.65 | 55.78 | 53.63 | 54.82 | 49.41 | 51.45 |
| 60 | 63.88 | 60.42 | 58.20 | 59.56 | 53.44 | 55.79 |
| 61 | 69.65 | 65.48 | 63.21 | 64.78 | 57.86 | 60.54 |
| 62 | 76.06 | 71.02 | 68.75 | 70.56 | 62.72 | 65.80 |
| 63 | 83.17 | 77.08 | 74.87 | 76.96 | 68.08 | 71.61 |
| 64 | 91.12 | 83.75 | 81.70 | 84.10 | 74.04 | 78.08 |
| 65 | 100.00 | 91.10 | 89.29 | 92.06 | 80.65 | 85.29 |

* assumes male participant’s spouse is 3 years younger.
** assumes female participant’s spouse is 3 years older.

If the actual ages differ from the assumed 3 year difference, then the amounts shown will need to be adjusted. The younger the spouse, the smaller the payments will be since payments will have to be made over a longer period of time. The reverse is true if the spouse is older: Payments will increase.

If you retire between ages, then the reduction factors are adjusted to reflect your later starting date.

**Early Retirement Option**

EXAMPLE 8: Beth has qualified for Early Retirement and is age 56. Her Benefit Statement indicates that she has already accrued a monthly pension of $600.00 commencing at her Normal Retirement Age of 65. Her spouse is age 59.

Beth can estimate her Early Retirement Pension starting at age 56 by: (1) dividing her $600.00 benefit payable at age 65 by $100.00; and (2) multiplying the answer, 6, by the numbers on the age 56 line and using the female participant Joint and Survivor values rather than the male participant values.

Beth's monthly payment options are:

| | | |
|---|---|---|
| Life | $ 274.14 | ($ 45.69 times 6) |
| Joint and 50% Survivor | $ 258.06 | ($ 43.01 times 6) |
| Joint and 100% Survivor | $ 243.72 | ($ 40.62 times 6) |
| 10 Year Certain and Life | $ 264.24 | ($ 44.04 times 6) |

**<u>Normal Retirement Option</u>**

EXAMPLE 9: Bob will retire on his Normal Retirement Date (age 65). His Accrued Benefit is $825.00 per month. His spouse is age 62. His monthly payment options are:

Step 1. $825.00 divided by 100 equals 8.25.

Step 2. Multiply the result of Step 1 by the amounts shown on the age 65 line. Use the male participant values for the Joint and Survivor Annuity options.

| | | |
|---|---|---|
| Life | $ 825.00 | ($100.00 times 8.25) |
| Joint and 50% Survivor | $ 736.64 | ($ 89.29 times 8.25) |
| Joint and 100% Survivor | $ 665.36 | ($ 80.65 times 8.25) |
| 10 Year Certain and Life | $ 751.58 | ($ 91.10 times 8.25) |

## H. DEATH BENEFITS

If a vested participant (see Section D) who is married dies before his benefits commence, his spouse will receive at the time the participant would have reached normal retirement age, a monthly benefit equal to the 50% Survivor portion of the amount the participant would have received at his normal retirement date as if the Joint 50% Pension had been selected based on the Vested Accrued Benefit calculated at the Participant's date of death.

The spouse may receive the monthly benefit at any time after the participant would have reached his early retirement age in which case the benefit will be reduced actuarially from the normal retirement age. The spouse may receive, in lieu of a life annuity, a life annuity with 10 years certain which is the actuarial equivalent of the life annuity.

A participant must have been married for one year at the time of death for his spouse to receive a death benefit.

If the participant is unmarried at the time of death (or is married for less than one year), no death benefit is payable if the Participant dies before commencement of retirement benefits. No death benefit is payable after the commencement of retirement benefits except for any continuation of payments provided under the payment option selected by the Participant.

## I. NON-ASSIGNABILITY OF BENEFITS

Benefits under the Plan cannot be assigned or transferred.

# CLAIMS PROCEDURE

## Individual Pension Information

Annually, you will receive an Employee Benefit Statement indicating your estimated pension under the Plan and your vesting status. Because the amounts on a statement are only estimates, your actual pension may differ from the amount of the estimate.

If you are nearing retirement age, you may want pension estimates other than those shown on your Employee Benefits Statement. You can request additional information from the Plan Administrator will then prepare the requested information for you.

## Filing a Claim for Benefits

Any Participant or beneficiary may file with the Plan Administrator a written statement setting forth a claim for benefits. The written statement shall be signed and set forth the claim in a manner reasonably calculated to bring it to the Plan Administrator's attention.

If a claim is wholly or partially denied, notice of the decision shall be furnished by the Plan Administrator to the claimant within ninety (90) days after receipt of the claim. If within such 90 days, the claim has neither been denied in writing nor granted, it shall be deemed denied on the 90th day.

Any notice of denial of claim shall be written in a manner calculated to be understood by the claimant and shall include the following:

(i) the specific reason or reasons for denial;

(ii) specific reference to pertinent plan provisions on which the denial is based;

(iii) a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) appropriate information as to the steps to be taken if the claimant wishes to submit the claim for review.

A claimant may obtain a full and fair review by appealing a denied claim to the Plan Administrator in writing within sixty (60) days after receipt by the claimant of the notice of denial. A claimant may review pertinent documents and may submit issues and comments in writing. An appeal may be requested or pursued by a duly authorized representative of the claimant. Within sixty (60) days of receipt of a request for review, a written decision shall be rendered. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent provisions of the plan on which the decision is based.

## FUNDING THE PLAN AND TAXATION OF YOUR BENEFITS

All distributions from the plan are subject to federal and state income taxes.

Plan records are maintained on a calendar year basis, and the last day for record keeping is December 31.

Benefits under this Plan are not insured by any governmental agency because no insurance is available for plans of this type.

The Employer intends, but does not guarantee, to make contributions to provide the benefits specified in the Plan. Contributions to this Plan are invested either in annuity contracts or in a trust fund. No amounts may be returned to the Employer until the accrued benefits of all Participants have been funded. In the event the trust fund is insufficient to pay all benefits, benefits may be limited.

## NO GUARANTEE OF EMPLOYMENT

The Plan provides a pension to eligible Participants when they retire. The Plan does not confer any legal rights on an employee to the continuance of employment by the Employer, nor does it interfere with the right of the Employer to discharge an employee.

## TERMINATION OR AMENDMENT OF PLAN

The Employer intends to continue the Plan indefinitely. However, the Plan does provide that the City Council of Benton, Arkansas, may amend or terminate the plan at any time. You will be given advance notice should any amendment or termination affecting your right to benefits occur. No amendment or termination may affect, to the extent funded, your rights to benefits already accrued.