

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: Minutes of the Meeting held July 15, 1982

PRESENT: President, Holmes R. Shaver
Commissioner, William C. Parrish
Commissioner, Dexter L. Buckley, Jr.

At 9:15 a.m. the Commission met with Mr. Gary Pashen, a representative from Tri-State Roofing and Mr. Pete Martin as well as various other representatives from Northwest Electric. The purpose of the meeting was to discuss plans for the electrical wiring to coincide with the installation of the H.V.A.C. (Heating Ventilation, and Air Conditioning System) at the Wood County Court House.

At 9:30 a.m. the Commission met with Mr. Keith Stonestreet from N.A.C.O. (National Association of County Officials) The purpose of the meeting with Mr. Stonestreet, was to achieve the Commissions approval for a RESOLUTION, Whereas, The County has considered the establishment of a Deferred Compensation Plan to be made available to all eligible County Employees, elected officials, and independent contractors pursuant to Section 457 of the Internal Revenue Code permitting such plans. The Commission is hereby authorized to execute for the County, individual participation agreements with each said employee requesting same, and to act as the "Administrator" of the Plan representing the County, and to execute such agreements and contracts as are necessary to implement the program. It is implicitly understood that, other than the incidental expenses of collecting and disbursing of the employee's deferrals and other minor administrative matters, there is to be no cost or contrib-

ution by the County to the program. A copy of said RESOLUTION, and PLAN DOCUMENT are in attachment.

The Commission received various 1982 Personal Property Tax Tickets to be impropered for clerical errors. The Commission received and approved the tickets and forwarded them to the Probate Office to be recorded. Copies are in attachment.

The following Purchase Orders were received and approved by this Commission:

Purchase Order #6073, to Scott Lumber, in the amount of \$193.66, for the County Commission.

Purchase Order #6156, to I.B.M., in the amount of \$85.68, for the Circuit Clerk's Office.

Purchase Order #6163, to National Muffler, in the amount of \$18.00, for the Correctional Center.

Purchase Order #6210, to Byers Lock & Key, in the amount of \$184.00, for the Correctional Center.

Purchase Order #6212, to Chapman Printing, in the amount of \$20.95, for the County Clerk's Office.

Purchase Order #6214, to H & I Wholesale, in the amount of \$49.97, for the Circuit Clerk's Office.

Purchase Order #6215, to Chapman Printing, in the amount of \$83.25, for the County Clerk's Office.

Purchase Order #6216, to Parkersburg Office Supply, in the amount of \$33.75, for the Tax Department.

Purchase Order #6219, to Ambrose & Freed, in the amount of \$102.31, for the Correctional Center,

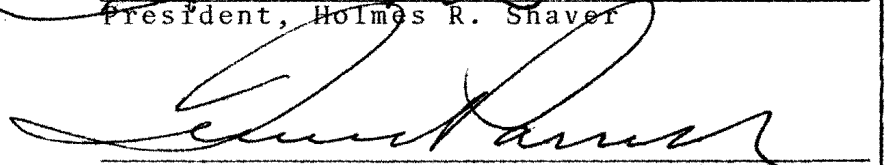
Purchase Order #6218, to Sears, in the amount of \$219.77, for the County Commission.

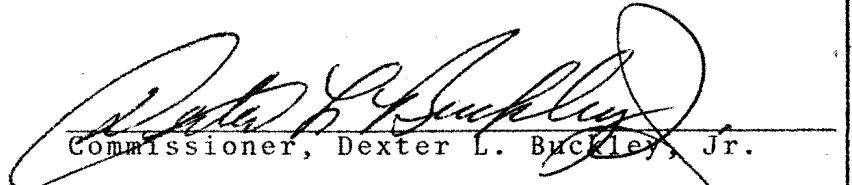
Purchase Order #6220, to I.B.M., in the amount of \$68 for the Sheriff's Department.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY


President, Holmes R. Shaver


Commissioner, William C. Parrish


Commissioner, Dexter L. Buckley, Jr.

SPECIMEN COPY OF ORDER/RESOLUTION

STATE OF W.V

COUNTY OF WOOD

In the WOOD County Commission Court of said County, on the 15 day of JULY, 1982, the following among other proceedings, were had, viz:

IN THE MATTER OF ESTABLISHING A DEFERRED COMPENSATION PLAN FOR THE COUNTY OF: WOOD

WHEREAS, the County has considered the establishment of a Deferred Compensation Plan to be made available to all eligible County employees, elected officials, and independent contractors pursuant to Section 457 of the Internal Revenue Code permitting such Plans; and

WHEREAS, certain tax benefits could accrue to employees, elected officials, and independent contractors participating in said Deferred Compensation Plans; and

WHEREAS, such benefits will act as incentives to County employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their County retirement and Social Security (if applicable); and

WHEREAS, the National Association of Counties has established a Master Deferred Compensation Program for its member Counties, permitting its member Counties and their employees to enjoy the advantages of this Program;

WHEREAS, by adoption of the NACo Program, all regulatory, operational, administrative and fiduciary responsibilities are hereby assumed by NACo in behalf of County; and

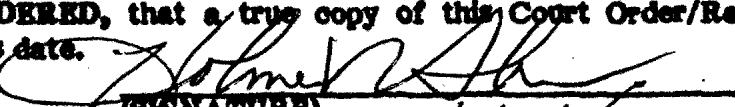
WHEREAS, NACo, as Plan Administrator, agrees to hold harmless and indemnify the County, its appointed and elected officers and participating employees from any loss resulting from NACo or its Agent's failure to perform its duties and services pursuant to the NACo Program;

NOW, THEREFORE THE COUNTY GOVERNING BODY DOES HEREBY RESOLVE AS FOLLOWS:

The County governing body, meeting in regular scheduled session, this 15 day of JULY, 1982, hereby adopts the National Association of Counties Deferred Compensation Program and hereby establishes the County of WOOD Deferred Compensation Plan for the voluntary participation of all eligible County employees, elected officials and independent contractors.

The (Presiding Judge, County Administrator, County Clerk, etc.) (select one) is hereby authorized to execute for the County, individual participation agreements with each said employee requesting same, and to act as the "Administrator" of the Plan representing the County, and to execute such agreements and contracts as are necessary to implement the program. It is implicitly understood that, other than the incidental expenses of collecting and disbursing of the employees' deferrals and other minor administrative matters, there is to be no cost or contribution by the County to the program.

IT IS HEREBY FURTHER ORDERED, that a true copy of this Court Order/Resolution be spread upon the Court's record of this date.


(SIGNATURE)
President Wood County Commission
(TITLE)

*This Court Order/Resolution contains the necessary technical language as to content and substance. If any change in form is necessary in order to comply with applicable County requirements, please make such changes.

PERSONAL PROPERTY

WOOD COUNTY

Stade, William E.
4453 19th Ave
City

DISTRICT City
TICKET NO. 24586-82
DATE 7-15-82

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

Imp. Double with ticket No. 24585 - A.C. + Pauline Stade

The erroneousness of this ticket has been checked by: D. Linger
DEPUTY

Approved by EUGENE A. KNOTTS, ASSESSOR, or his authorized deputy,

R.K. Mason

Commissioner [Signature]
Commissioner [Signature]

PERSONAL PROPERTY

WOOD COUNTY

Arbury, Rebecca A.
Rt. 2, Box 78
Manassas Hills, W. Va. 26150

DISTRICT Steele
TICKET NO. 747 (81)
DATE July 15, 1982

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

*Improper - in military service of Mar. 1980.
Father turned in assessment.*

The erroneousness of this ticket has been checked by: DE Linger
DEPUTY

Approved by EUGENE A. KNOTTS, ASSESSOR, or his authorized deputy,

R.K. Mason

Commissioner [Signature]
Commissioner [Signature]

PERSONAL PROPERTY

WOOD COUNTY

Denton H. Hanlon
507 Poplar Avenue
Williamstown, WV

DISTRICT Williamstown

TICKET NO. 1528

DATE July 14, 1982

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:
Mr. Hanlon expired Jan. 1981-Estate Settled before the 1981 tickets came out. Ticket should be exonerated.

The erroneousess of this ticket has been checked by: R. Sayre

DEPUTY

Approved by EUGENE A. KNOTTS, ASSESSOR, or his authorized deputy,

Commissioner [Signature]
Commissioner [Signature]
R.K. Mason

PERSONAL PROPERTY

WOOD COUNTY

Vienna Pharmacy
2821 H.C. Ave.
Vienna, W.V. 26105

DISTRICT Vienna

TICKET NO. 07605 - 12 '82

DATE 7/14/82

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:
Impropered double. Double assessment to ticket #07606-12.

The erroneousess of this ticket has been checked by: J. Brown

DEPUTY

Approved by EUGENE A. KNOTTS, ASSESSOR, or his authorized deputy,

Commissioner [Signature]
Commissioner [Signature]
R.K. Mason

PERSONAL PROPERTY

WOOD COUNTY

Telephone Answering Service
803 Swann St.

DISTRICT City

TICKET NO. 26441 - 1981

DATE July 14, 1982

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

Imp was sold to Action answering service 178

The erroneousness of this ticket has been checked by: Brown

DEPUTY

Approved by EUGENE A. KNOTTS, Assessor, or his authorized deputy,

[Signature]
Commissioner
[Signature]
Commissioner

R.K. Mason

PERSONAL PROPERTY

WOOD COUNTY

Whaley, James E.
1704 18th Street, Apt. A
Paradeburg, N.C. 26101

DISTRICT City

TICKET NO. 24793

DATE July 14, 1982 (81)

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

Improper - Paid supplemental # 17569

The erroneousness of this ticket has been checked by: DE Luwey

DEPUTY

Approved by EUGENE A. KNOTTS, Assessor, or his authorized deputy,

[Signature]
Commissioner
[Signature]
Commissioner

R.K. Mason

PERSONAL PROPERTY

WOOD COUNTY

Southwestern Dev Co
P.O. Box 91
Mun Wells WV

DISTRICT Sygar
TICKET NO. 2745 - 1982
DATE 7-1-82

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

imp double with ticket # 2644

The erroneousess of this ticket has been checked by: C. Gause

DEPUTY

Approved by EUGENE A. KNOTTS, ASSESSOR, or his authorized deputy,

[Signature]
Commissioner
[Signature]
Commissioner

R.K. Mason

PERSONAL PROPERTY

WOOD COUNTY

Pugh, E. Marie DBA Bridal
Boutique
2807 1/2 H.C. Ave.
Vienna, W.V. 26105

DISTRICT Vienna
TICKET NO. 07547 - 12 '82
DATE 7/14/82

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

Impropered double. Double assessment to ticket # 7405.

The erroneousess of this ticket has been checked by: J. Brown

DEPUTY

Approved by EUGENE A. KNOTTS, ASSESSOR, or his authorized deputy,

[Signature]
Commissioner
[Signature]
Commissioner

R.K. Mason

PERSONAL PROPERTY

WOOD COUNTY

Coleman Fred L
3420 Packard
Pkwy.

DISTRICT City

TICKET NO. 17865-1981

DATE July 15, 1982

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

Improper wrong vehicle ticket

The erroneousness of this ticket has been checked by: Brown

DEPUTY

Approved by EUGENE A. KNOTTS, Assessor, or his authorized deputy,

Commissioner [Signature]
Commissioner [Signature]

R. K. Mason

**NATIONAL ASSOCIATION OF COUNTIES DEFERRED COMPENSATION PROGRAM,
THE DEFERRED COMPENSATION PLAN FOR PUBLIC EMPLOYEES**

PLAN DOCUMENT

The COUNTY OF WOOD
hereby accepts the National Association of Counties deferred compensation program and adopts and establishes the NATIONAL ASSOCIATION OF COUNTIES Deferred Compensation Plan for Public Employees, (hereinafter called the "Plan"). The Plan consists of the provisions set forth in this document, and is applicable to each public employee who elects to participate in the Plan. The Plan is effective as to each such public employee upon the date he becomes a "PARTICIPANT" by signing and filing the Participation Agreement referred to herein with the Administrator.

ARTICLE I

Definitions

1.01. A definition of words and terms used in this plan is attached, entitled Exhibit "A", and by this reference is made a part of the Plan.

ARTICLE II

Election to Defer Unearned Compensation

2.01. Compensation will be deferred for any calendar month only if an agreement providing for such deferral is entered into before the beginning of such month.

2.02. Upon signing the Participation Agreement, the PARTICIPANT elects to participate in this Plan and consents to the EMPLOYER deferring the amount specified in the Participation Agreement from the PARTICIPANT's gross compensation for each pay period. The dollar amount deferred ("deferred amount") must equal at least \$20 per month.

2.03. The PARTICIPANT may revoke his election to participate and may amend the amount of compensation to be deferred on his investment specification by signing and filing with the Administrator a written revocation or amendment on a form and in the procedural manner approved by the Administrator. Any such revocation or amendment shall be effective prospectively only, and shall cause no change in the allocation of amounts invested prior to the filing date of the amendment or revocation.

2.04. The original election to participate shall be effective for pay periods commencing during the first month after the date on which the Participation Agreement is filed with the Administrator.

Notice to ALL PARTICIPANTS to Read These Provisions Providing Deferral Limitations and "Catch-Up" Deferrals Under the Plan

2.05. Except as provided in section 2.06, the maximum that may be deferred under the Plan for the PARTICIPANT'S taxable year shall not exceed the lesser of

(a) \$7,500 or (b) 33 1/3% of the PARTICIPANT'S includible compensation as provided in I.R.C. of 1954 Section 457.

2.06. For one or more of the PARTICIPANT'S last 3 taxable years ending before he attains normal retirement age under the Plan, the maximum deferral shall be the lesser of (a) \$15,000 or (b) the sum of i) the limitation established for purposes of Section 2.05 of the Plan for the taxable year (determined without regard to this section), plus ii) so much of the limitation established under section 2.05 for taxable years before the taxable years as has not heretofore been used under section 2.04 or 2.06 as provided in I.R.C. of 1954 Section 457.

ARTICLE III

Accounts and Reports

3.01. The EMPLOYER shall remit the deferred amount to the Administrator or his designated agent. The Administrator shall have no duty to determine whether the funds paid to him by the EMPLOYER are correct nor to collect or enforce such payment.

3.02. For convenience and to facilitate an orderly administration of the Plan, the Administrator shall maintain a deferred account with respect to each PARTICIPANT. All assets of the Plan, including all deferred amounts, property and rights purchased with deferred amounts, and all income attributable to such deferred amounts, property or rights, shall be the exclusive property of the EMPLOYER and shall be subject to all the claims of creditors of the EMPLOYER, without protection or preference.

3.03. Upon receipt of each deposit of deferred amounts by the underwriter of the designated investment option made pursuant to this Plan, the PARTICIPANT'S deferred account shall be credited with the amount received. A written report of the status of the PARTICIPANT'S deferred account shall be furnished at least annually and within ninety (90) days after the end of each calendar year.

3.04. All interest, dividends, charges for premiums and administrative expenses, and changes in value due to market fluctuations that would be applicable to each PARTICIPANT'S deferred account had his deferred amount been invested in accordance with his investment specification shall be credited or debited to the account as they occur. Although the PARTICIPANT has no control over the account, all credits to the PARTICIPANT'S account shall be subject to and measured as if invested in the PARTICIPANT'S then effective investment specification. All reports to the PARTICIPANT shall be based on fair market value as of the reporting date, as if the deferred amount had been invested according to the PARTICIPANT'S investment specification.

3.05. Within ninety (90) days after the end of the calendar year, the Administrator shall file with the EMPLOYER a written report of the assets of the Plan, a schedule of all receipts and disbursements and a report of all material transactions of the Plan during the preceding year.

3.06. The Administrator's records shall be open to inspection during the normal business hours by the EMPLOYER or any PARTICIPANT, or their designated representatives.

3.07. The rights of the PARTICIPANT created by this Plan shall be that of a general creditor of the EMPLOYER only in an amount equal to fair market value of the deferred account maintained with respect to the PARTICIPANT determined as if the deferred amounts had been invested pursuant to the PARTICIPANT'S investment specification. The PARTICIPANT acknowledges that his rights are no greater than those of a general creditor of the EMPLOYER and that may suit for an accounting, to impose a constructive trust, or to recover any sum under this Plan the PARTICIPANT'S rights are limited to those of a general creditor of the EMPLOYER. The EMPLOYER acknowledges that the Administrator is the agent of the EMPLOYER.

ARTICLE IV

Investment of Deferred Amount

4.01. The deferred amount shall be delivered by the EMPLOYER to the Administrator or his designated agent who shall transfer to a specified investment underwriter such amount, to be paid to the PARTICIPANT pursuant to Article V, as if such amounts were invested in accordance with the PARTICIPANT'S investment specification.

4.02. The EMPLOYER shall only be required to use such investment specification as an index for determining the benefits to be paid pursuant to Article V. The EMPLOYER shall be under no obligation to invest the deferred amount in such investment specification. All contracts and other evidences of the investments of all assets under this Plan shall be registered in the name of the EMPLOYER which shall be the owner thereof.

ARTICLE V

Benefits

5.01. Benefits shall be paid in accordance with this Article. Benefits payable to the PARTICIPANT will be the equivalent of the total benefits that would have been created had the deferred amounts been invested as specified in Article IV hereof.

(a) Normal Retirement. Upon the PARTICIPANT attaining normal retirement age, he may retire and receive the benefits provided under this Plan. Such benefits shall be paid in accordance with the payment option selected by the PARTICIPANT.

(b) Early Retirement. The Employee may select early retirement in accordance with the Employer's Retirement System and receive the benefits provided under this Plan. Such benefits shall be paid in accordance with the payment option selected by the PARTICIPANT.

(c) Late Retirement. If the Participant continues his employment with the EMPLOYER after attaining normal retirement age, all benefits payable under this Plan will be deferred (whether or not the PARTICIPANT continues to defer additional sums under this Plan) until the PARTICIPANT retires or attains age seventy (70) whichever occurs first. At such time, such benefits shall be paid in accordance with the payment option selected by the PARTICIPANT. No deferral or additional credits under this Plan may be

made by the PARTICIPANT after the month in which he attains age seventy (70).

- (d) Termination of Employment. If the PARTICIPANT terminates his employment with the EMPLOYER, benefits shall be paid in accordance with the payment options elected by the PARTICIPANT.
- (e) Death. If the PARTICIPANT dies while employed with the Employer and before retirement (early or normal) and without termination of service benefits being paid to him under this Plan, or the PARTICIPANT dies while benefits are being paid to him under this Plan, and before such benefits have been exhausted, the benefits payable under this Plan shall be paid to his designated beneficiary in accordance with the settlement option elected by the PARTICIPANT, or his Beneficiary.
- (f) Designated Beneficiary. The PARTICIPANT shall have the right to file with the Administrator, a written beneficiary or change of beneficiary form designating the person or persons who shall receive the benefits payable under this Plan in the event of the PARTICIPANT'S death. The form for this purpose shall be provided by the Administrator and will have no effect until it is signed, filed with the Administrator by the PARTICIPANT, and accepted by the Administrator. If the PARTICIPANT dies without having a beneficiary form on file, the payments shall be made to the properly appointed fiduciary of the PARTICIPANT'S probate estate. Provided, that if a fiduciary had not been appointed and qualified within one hundred twenty (120) days after the death, the payment may be made first, to a surviving spouse, second, to a surviving child or children or third, to a surviving parent or parents. The PARTICIPANT accepts and acknowledges that he has the burden for executing and filing with the Administrator, a proper beneficiary designation form.
- (g) Method of Payment. The payment of benefits shall begin on the first day of the month next following forty-five (45) days after the occurrence of the event that gives rise to the beginning of the payment of benefits.
- (h) Short Term or Lump Sum Settlement. Notwithstanding anything in this Plan to the contrary, if at any time the amount held in a PARTICIPANT'S deferred account has a credit balance of \$2,000.00 or less, and for any reason other than retirement or disability, the PARTICIPANT has ceased to be a public employee, the Administrator may effect a lump sum settlement.
- (i) Payment and Settlement Options. Payment, method of payment, and settlement options are available as provided by each of the investment index options.
- (j) Plan Completion Benefits. Upon the death of the PARTICIPANT, benefits payable pursuant to any life insurance specification may be paid to the PARTICIPANT'S designed beneficiary pursuant to the payment option elected in accordance with this Plan, except that any income benefit payments which are payable until the year the PARTICIPANT would have attained 65 years of age may be delivered or credited by the EMPLOYER to the Administrator who will hold such amount to be paid to the designated beneficiary as if such amount were invested in those investment specifications, other than life insurance, selected by the PARTICIPANT in the PARTICIPATION AGREEMENT. Where such amounts are to be so delivered or credited, all benefits

payable (other than any payment pursuant to any life insurance specification) are to begin when payments of benefits would have begun if the Participant were not deceased.

5.02. Notwithstanding any other provisions herein, in the event of "unforeseeable emergency", such event being beyond the control of the PARTICIPANT, a PARTICIPANT may request the Administrator to pay benefits to him immediately. If the application for payment is approved by the Administrator, payment shall be effected as of the first day of the month next following such approval. Benefits to be paid shall be limited strictly to that amount necessary to meet the emergency situation constituting financial hardship. Any remaining benefits shall be paid in accordance with Paragraph 5.01 of this Plan. Payment of benefits because of an unforeseeable emergency, shall include the following: impending personal bankruptcy; unexpected and unreimbursed major expenses resulting from illness, accident, or disability of the PARTICIPANT or any dependent thereof; major property loss or any other type of unexpected and unreimbursed personal expense of a major nature that would not normally be budgetable. Foreseeable personal expenditures normally budgetable, such as a down payment for a home, the purchase of an automobile, college, or other educational expenses, etc., will not constitute an "unforeseeable emergency." The decision of the Administrator concerning "unforeseeable emergency" shall be final.

ARTICLE VI

Administration of Plan

6.01. The EMPLOYER may at any time amend, modify, or terminate this Plan with or without the consent of the PARTICIPANT (or any beneficiary thereof) provided:

- (a) That all amendments shall become effective on the first day of the month following the giving of not less than forty-five (45) days prior notice of the amendment. Notice shall be deemed given when the amendment is posted in the office of the Administrator. To the extent it is possible to do so, the Administrator shall mail a copy of all amendments that become effective during the year to the PARTICIPANT with his annual report. No amendments shall deprive the PARTICIPANT of any of the benefits to which he is entitled under his Plan with respect to deferred amounts credited to his account prior to the effective day of the amendment; and
- (b) If the Plan is curtailed, terminated, or the acceptance of additional deferred amounts suspended permanently, the Administrator shall nonetheless be responsible for the supervision and the payment of benefits resulting from amounts deferred prior to the amendment, modification, or termination in accordance with Article V hereof.

6.02. Any companies that may issue any policies, contracts, or other investment media used by the EMPLOYER or specified by the PARTICIPANT are not parties to this Plan and such companies shall have no responsibility or accountability to the PARTICIPANT or his beneficiary with regard to the operation of this Plan.

6.03. Participation in this Plan by a public employee shall not be construed to give a contract of employment to the PARTICIPANT or to alter or amend an

existing employment contract of the PARTICIPANT, nor shall participation in this Plan be construed as affording to the PARTICIPANT any representation or guarantee regarding his continued employment.

6.04. The EMPLOYER and the Administrator do not represent or guarantee that any particular Federal or State income, payroll, personal property, or other tax consequence will occur because of the PARTICIPANT'S participation in this Plan. The PARTICIPANT should consult with his own representative regarding all questions of Federal or State income, payroll, personal property, or other tax consequences arising from participation in this Plan.

6.05. The Administrator may pay from the deferred amounts the amounts described in the settlement options provided under the investment index options.

6.06. The Administrator shall have the power to appoint agents to act for and in the administration of this Plan and to select depositories for the assets of this Plan.

6.07. Whenever used herein, the masculine gender shall include the feminine and the singular shall include the plural unless the provisions of the contract specifically require a different construction.

6.08. The law of the State of the Employer shall apply in determining the construction and validity of this Plan.

6.09. The rights of the PARTICIPANT under this Plan shall not be subject to the rights of creditors of the PARTICIPANT or any beneficiary, and shall be exempt from execution, attachment, prior assignment, or any other judicial relief or order for the benefit of creditors or other third persons.

6.10. It is agreed that neither the PARTICIPANT nor his beneficiary nor any other designee shall have any right to commute, sell, assign, transfer, or otherwise convey the right to receive any payments hereunder which payments and right thereto are expressly declared to be nonassignable and nontransferable.

6.11. This Plan, and any properly adopted amendment thereof, shall constitute the total agreement or contract between the EMPLOYER and the PARTICIPANT regarding the Plan. No oral statement regarding the Plan may be relied upon by the PARTICIPANT.

6.12. This Plan and any properly adopted amendment, shall be binding on the parties hereto and their respective heirs, administrators, trustees, successors, and assigns and on all designated beneficiaries of the PARTICIPANT.

ARTICLE VII

Notice to ALL PARTICIPANTS to Read These Provisions Providing Broad Powers and Absolute Safeguards to the Employer

7.01. The EMPLOYER, or its authorized agent, the Administrator, shall be authorized to resolve any questions of fact necessary to decide the PARTICIPANT'S rights under this Plan and such decision shall be binding on the PARTICIPANT and any beneficiary thereof.

7.02. The EMPLOYER, or its authorized agent, the Administrator, shall be authorized to construe the Plan and to resolve any ambiguity in the Plan.

7.03. The PARTICIPANT specifically agrees not to seek recovery against the EMPLOYER, the Administrator or any other employee, contractee, or agent of the EMPLOYER or Administrator for any loss sustained by the PARTICIPANT or his beneficiary, for the non-performance of their duties, negligence, or any other misconduct of the above named persons except that this paragraph shall not excuse fraud or a wrongful taking by any person.

7.04. The EMPLOYER, or its agents including the Administrator, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend the payment until satisfied as to the correctness of the payment or the person to receive the payment or allow the filing in any state court of competent jurisdiction, a suit in such form as they consider appropriate for a legal determination of the benefits to be paid and the persons to receive them. The EMPLOYER shall comply with the final orders of the court in any such suit and the PARTICIPANT, for himself and his beneficiary, consents to be bound thereby insofar as it affects the benefits payable under this Plan or the method or manner of payment.

7.05. The EMPLOYER and its agents, including the administrator are hereby held harmless from all court costs and all claims for the attorneys' fees arising from any action brought by the PARTICIPANT or any beneficiary thereof under this Plan or to enforce his rights under this Plan, including any amendments hereof.

7.06. The Administrator shall not be required to participate in any litigation concerning the Plan except upon written demand from the EMPLOYER. The Administrator may compromise, adjust or affect settlement or litigation when specifically instructed to do so by the EMPLOYER.

IN WITNESS WHEREOF, the undersigned has executed this Plan this 15 day of JULY, 1982.

County of WOOD
By John A. Shean
Title President

EXHIBIT "A"

DEFINITIONS

The following terms shall, for purposes of this Plan and all Exhibits thereto, have the meaning set forth herein.

1. **EMPLOYER** means, the COUNTY OF WOOD or any of its agencies, departments, subdivisions or instrumentalities, for whom services are performed by a participant.
2. **PUBLIC EMPLOYEE** means, any person, including elected or appointed officials receiving any type of compensation from the COUNTY OF WOOD or any of its agencies, departments, subdivisions or instrumentalities for whom services are rendered, specifically including salaried employees, independent contractors, etc.
3. **ADMINISTRATOR** means, the person, department, agency, or organization appointed by the Employer to administer the Plan.
4. **COMPENSATION** means, all payments made to a public employee by the Employer as remunerated for services rendered, including salaries, fees, etc.
5. **BENEFICIARY** means, the person properly designated by a Participant to receive the Participant's benefit.
6. **PARTICIPANT** means, any public employee who participates under this Plan by signing the Participation Agreement.
7. **PARTICIPATION AGREEMENT** means, the Application to the Administrator to participate in the Plan which is also entitled "Consent to Compensation Change."
8. **NORMAL RETIREMENT AGE** means, the age at which the Employee is eligible to retire pursuant to the Employer's Retirement System, by virtue of age, length of service or both. In the absence of a formal Employer's Retirement System, normal retirement age shall mean 55.
9. **INCLUDIBLE COMPENSATION** means, for the purposes of the limitations on deferral, compensation for services performed which (taking into account amounts deferred under I.R.C. of 1954 Social Security Section 457 and 403 (b) is currently includible in gross income.