OVERLAND PARK, KANSAS, MUNICIPAL EMPLOYEES PENSION PLAN

SUMMARY PLAN DESCRIPTION

Effective January 1, 2016

ABOUT THIS SUMMARY

This booklet is your Summary Plan Description of the Overland Park, Kansas, Municipal Employees Pension Plan (the "Plan"). The Plan was originally established by the City of Overland Park, Kansas (the "City"), effective as of October 1, 1969. It has been amended and restated a number of times since then. This booklet is a Summary of the major provisions of the Plan as in effect on January 1, 2016. It was written to help you understand the Plan and what it can do for you. This Summary has 13 Sections. A brief summary of what you will find in each of them is given below:

ENTERING THE PLAN

You enter the Plan after working three years.

ELIGIBILITY REQUIREMENTS. You are eligible to enter the Plan if you work three years for the City, continuously and without interruption, as a regular full-time or regular part-time employee (Class A), including the initial probationary period.

You are also eligible to enter the Plan if you work three years for the City as a commissioned police officer, certified fire fighter or emergency medical technician and you were hired on or after January 1, 2011.

Participation is automatic; you do not have to do anything to enter the Plan.

ENTRY DATE. You will automatically enter the Plan and become a Plan participant on the first day of the month after you satisfy the eligibility requirements described above.

If you are rehired, you must meet the eligibility requirements again.

REHIRED EMPLOYEES. If you stop working for the City and are then rehired, you will again have to meet the eligibility requirements in order to enter or re-enter the Plan. You will not be able to count your prior employment toward satisfaction of the three-years-of-employment requirement.

Special rules apply if you stop working as an eligible employee, but you remain an employee of the City.

LIMITED PARTICIPANTS. If you are already a participant in the Plan, and you continue to work for the City but move from an eligible position to an ineligible position, you will be classified as a "limited participant." During the period you work as a limited participant, you will not be eligible to make Participant Contributions or to receive Employer Contributions, and your employment will not count for vesting purposes. However, if you resume working as an eligible employee, you will automatically re-enter the Plan without again having to satisfy the three-years-of-employment requirement.

CONTRIBUTIONS TO THE PLAN

There are four types of contributions under the Plan.

TYPES. There are four types of contributions under the Plan:

- Participant Contributions;
- Employer Nonelective Contributions;
- Employer Matching Contributions; and
- Rollover Contributions

A description of each type of contribution is given below.

Certain types of contributions are based on your "compensation."

COMPENSATION. Employer and Participant Contributions are based on your "compensation." For this purpose, your "compensation" is defined as follows:

- The wages and other kinds of compensation you receive from the City that are reported to the IRS on your W-2 form as taxable income, excluding bonuses, overtime, reimbursement for expenses, fees, differential wage payments, and all other forms of unusual or non-recurring compensation (but including any annual performance compensation, bilingual incentive pay and educational and longevity pay); plus

- Contributions you make to the City's Flexible Benefit Plan (which you may know as your "flexible spending account") or Deferred Compensation Plans.

You may make after-tax Participant Contributions to the Plan.

PARTICIPANT CONTRIBUTIONS. If you have satisfied the eligibility requirements described in the section of the Summary titled "Entering the Plan," you may elect to contribute up to 10% of your compensation to the Plan. These "Participant Contributions" would be made by payroll deduction, and would therefore reduce your take-home pay. You would pay tax on these contributions at the time they were made, but you would not pay tax on any investment earnings until those earnings were distributed from the Plan. If you want to make Participant Contributions to the Plan, you should complete a Contribution Election Form and return it to the Plan Administrator. (See the section of this Summary titled "Participant Contribution Elections" below.)

EXAMPLE

Mary Jones receives compensation in the amount of $1,500 each payroll period and elects to contribute 10% of her pay to the Plan. Each pay period, the City will deduct $150 from Mary’s pay and contribute it to the Plan on her behalf.

EMPLOYER NONELECTIVE CONTRIBUTIONS

If you were hired before January 1, 2011 as a civilian employee, the City contributes an amount equal to 10% of your compensation while you are eligible to participate in the Plan.

If you were hired before January 1, 2011 as a civilian employee: If you have satisfied the eligibility requirements described in the section of this Summary titled "Entering the Plan," and you were hired before January 1, 2011 as a civilian employee, the City will contribute to the Plan an amount equal to 10% of your compensation for each payroll period, so long as you remain in an eligible classification.

These "Employer Nonelective Contributions" will not reduce your take-home pay, nor will you be taxed on these Contributions at the time they are made. (You will be taxed on these Contributions, plus earnings, when they are eventually distributed from the Plan.) Though you need not make any election to receive Employer Nonelective Contributions, you should use the Investments section of the Milliman website to instruct how you would like your Employer Nonelective Contributions invested. See the heading entitled "Investment Direction and Information" under the section "Other Things You Should Know" for more details on the Milliman website.

EXAMPLE

Joe Johnson was hired on January 1, 2008. On January 1, 2011, he has met the Plan's eligibility requirements. He continues to work in an eligible class under the Plan throughout all of 2011. If his biweekly pay is $2,000, the City will contribute 10% of his compensation ($200) to the Plan at each biweekly pay period.

If you were hired on or after January 1, 2011, the City contributes 4% of your compensation for the pay period while you are eligible to participate in the Plan, plus you may receive a matching contribution.

If you were hired on or after January 1, 2011: If you have satisfied the eligibility requirements described in the section of this Summary titled "Entering the Plan," and you were hired on or after January 1, 2011, the City will contribute an Employer Nonelective Contribution to the Plan equal to 4% of your compensation for each payroll period, so long as you remain in an eligible classification. This same provision applies to a Limited Participant who again becomes an Eligible Employee.

If you were hired on or after January 1, 2011, and elect to make contributions to the City's deferred compensation plan, the City will contribute a matching contribution to the Plan.

EMPLOYER MATCHING CONTRIBUTIONS

In addition, if you contribute money to either or both of the Deferred Compensation Plan(s) maintained by the City and you were either hired on or after January 1, 2011, or were hired before January 1, 2011, in a civilian status and transferred to uniform status on or after January 1, 2011, the City will contribute an "Employer Matching Contribution" to the Plan. The Employer Matching Contribution will be an amount equal to 50% of the first 4% of your compensation that you contribute during the year to the deferred compensation plan maintained by the City. You must be employed on the last day of the Plan year to receive this matching contribution.

These Employer Matching Contributions will not reduce your take-home pay, nor will you be taxed on these Contributions at the time they are made. (You will be taxed on these Contributions, plus earnings, when they are eventually distributed from the Plan.) Though you need not make any election to receive these Employer Matching Contributions, you should use the Investments section of the Milliman website to instruct how you would like your Employer Matching Contributions invested. See the heading entitled "Investment Direction and Information" under the section "Other Things You Should Know" for more details on the Milliman website.

EXAMPLE

Jana Doe was hired on January 1, 2011. On January 1, 2016, she has met the Plan's eligibility requirements. She continues to work in an eligible class under the Plan throughout all of 2016. If her pay is $40,000 during the year, the City will contribute $1,600 to the Plan on her behalf.

Jana also contributed 4% of her pay, or $1,600, to a deferred compensation plan maintained by the City in 2016. Because she is employed on the last day of 2016, the City will contribute 50% of her contribution amount as an Employer Matching Contribution. Therefore, she will receive an $800 Employer Matching Contribution. (Note: this is the same amount that Jana would receive if she contributed an amount greater than 4% of her pay. The Plan will match 50% of only the first 4% of a Participant's compensation.)

You may also make a Rollover Contribution.

ROLLOVER CONTRIBUTIONS. You may transfer funds to the Plan from another qualified retirement plan (or from certain tax-sheltered annuity plans described in Section 403(b) of the Code, an eligible deferred compensation plan described in Section 457(b) of the Code (but only if such plan is maintained by a state, a political subdivision of a state, or an agency of a state or political subdivision of a state), or an individual retirement account or annuity) if certain requirements of the Tax Code are met. If you wish to make such a "Rollover Contribution," you should obtain the necessary forms from the Plan Administrator.

The Tax Code limits how much may be added to your account each year.

LIMITS: The federal Tax Code contains limits on how much may be contributed to the Plan on your behalf in any year.

- The total amount that may be contributed to the Plan by you and the City on your behalf is limited to the lesser of:
  - 100% of your compensation; or
  - $53,000 in 2016 (increased annually for changes in the cost-of-living).
- The Tax Code also limits the amount of your compensation that may be used to calculate contributions to the Plan.

You may be entitled to make and receive "catch-up" contributions following your return from a military leave of absence.

QUALIFIED MILITARY SERVICE. You have certain rights if you are absent from work on account of "qualified military service" and then timely return to employment with the City.

- "Qualified military service" is defined as service in any of the uniformed services of the United States, so long as you are entitled under federal law to reemployment rights with the City.

- On your return to employment with the City, you may make Participant Contributions for the period that you were absent from work on account of the qualified military service.

  - These contributions will be limited to the amount you could have made if you were not in qualified military service, but were instead still in the employ of the City.

  - You will have a limited time in which to make these contributions. They must be made within the *lesser* of (a) 3 times your period of military service, or (b) 5 years.

- You will also receive the Employer Contributions that you would have received if not for your qualified military service.

- If you think you may be entitled to make or receive contributions for a period of qualified military service, please contact the Plan Administrator to learn about your rights and what you must do.

If you die on or after January 1, 2007 while performing qualified military service, the Plan will credit your qualified military service as service for vesting purposes, as though you had resumed employment under USERRA immediately prior to your death.

PARTICIPANT CONTRIBUTION ELECTIONS

To contribute to the Plan, you must complete a Contribution Election Form.

INITIAL ELECTION. If you have satisfied the eligibility conditions and want to make contributions to the Plan from your compensation, you should obtain a Contribution Election Form from Human Resources. You may begin contributing as of any future payroll period. You must return your completed Contribution Election Form to Human Resources.

Your election will remain in effect until you say otherwise.

YOUR ELECTION WILL REMAIN IN EFFECT UNTIL YOU CHANGE IT. Your election to contribute a percentage of your compensation will continue in effect until you revoke your election or change your election to a different amount.

You may change your election at any time.

CHANGING YOUR ELECTION. You may change your Contribution Election to be effective for any future payroll period. To do so, you must complete a new Contribution Election Form and return it to Human Resources.

You may also stop contributing at any time.

STOPPING CONTRIBUTIONS. You may stop making Participant Contributions to the Plan at any time. To stop making contributions, you must complete a Contribution Election Form indicating that you no longer wish to make contributions; you must then return that Form to Human Resources.

ACCOUNTS AND INVESTMENT FUNDS

Contributions are added to your applicable Plan Accounts.

ACCOUNTS. There are four kinds of Accounts under the Plan. Your Participant Contributions are added to your Participant Contributions Account. The City's Employer Nonelective Contributions are added to your Employer Nonelective Contributions Account. The City's Employer Matching Contributions (for Participants hired on or after January 1, 2011) are added to your Employer Matching Contributions Account. Any Rollover Contributions you make are maintained in your Rollover Contributions Account.

You may choose how your Accounts are invested.

INVESTMENT CHOICES. You will be able to direct the investment of your Accounts under the Plan. The Plan Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions.

For a current listing of Investment Funds, and for more detailed information concerning each Fund, go online to www.MillimanBenefits.com. See the heading entitled "Investment Direction and Information" under the section "Other Things You Should Know" for more details on the Milliman website. You may change your investments on a daily basis, and may invest your Accounts in multiples of 1% in any or all of the Investment Funds offered under the Plan.

You should review detailed descriptions of the Funds before you invest.

PROSPECTUSES. You should get a copy of each Fund's prospectus, which more fully describes each Fund, from the Milliman website before you decide how to invest your Accounts. You may also call Milliman for this request at (866) 767-1212.

The Plan Administrator is responsible for choosing the Investment Funds.

CHANGES IN FUNDS. The Plan Administrator and any persons appointed by the Plan Administrator to the Investment Committee are responsible for selecting the Investment Funds. From time to time, the Plan Administrator may change the Investment Funds offered, if he or she determines that a change would be in the best interests of Plan participants.

Gains and losses are allocated to your Account daily.

GAINS AND LOSSES. As recordkeeper for the Plan, Milliman will add to your Accounts your share of the gains, and subtract from your Accounts your share of the losses and expenses, for each Investment Fund in which your Accounts are invested. These adjustments will be made on a daily basis and can be viewed on the Milliman website (www.MillimanBenefits.com).

You will receive quarterly statements of your Account.

QUARTERLY STATEMENTS. Each quarter, you will receive a statement showing the value of your Accounts. That statement will also detail the activity in your Account, such as the amount of contributions and any earnings or losses. You can access your Accounts on a daily basis by going online to www.MillimanBenefits.com.

INVESTMENT ELECTIONS

The Plan Administrator has established procedures for electing how to invest your Accounts.

INITIAL ELECTION. The Plan Administrator has established participant direction procedures setting forth investment choices available to you and instructions on how you can obtain other important information on directed investments. You need to follow these procedures when you make your initial election to invest your Accounts.

If you do not make an election, your Accounts will be invested in the age appropriate target date retirement fund.

FAILURE TO ELECT INVESTMENT. If you do not make an investment election indicating the Investment Fund or Funds in which your Account is to be invested, the Plan Administrator will invest your Accounts in the age appropriate target date retirement fund.

You may change your investment election daily.

CHANGING YOUR ELECTION. You may change your investment election, either for future contributions or for your current balance, on a daily basis. To do so, you must complete new investment elections on the Milliman website.

VESTING

"Vesting" means your Accounts are not subject to forfeiture.

WHY VESTING IS IMPORTANT. Once you are "vested" in a percentage of your Accounts, you can be certain that either you or your beneficiary will eventually receive that percentage, generally on your termination of employment with the City. You will not lose that percentage of your Accounts simply because you stop working for the City before your Retirement Date.

You will be fully vested in your Employer Contribution Accounts under any of three circumstances.

EMPLOYER CONTRIBUTION ACCOUNTS. Your Employer Contribution Accounts, which includes both your Employer Nonelective Contributions Account and Employer Matching Contributions Account, will be fully vested if:

- You complete 10 "Years of Vesting Service" (as defined below); or
- You retire from the City at or after age 65; or
- You die while still employed by the City.

You are always fully vested in both your Participant Contribution Account and your Rollover Contribution Account.

PARTICIPANT AND ROLLOVER CONTRIBUTION ACCOUNTS. You are always 100% vested in your Participant Contributions Account. This means that you are entitled to 100% of your Participant Contributions Account when you stop working for the City. The same would be true of any Rollover Contributions Account you might have.

"Years of Vesting Service" means ...

YEARS OF VESTING SERVICE. You will earn a Year of Vesting Service for each full year you work as an active employee in an eligible position for the City within any period of continuous and uninterrupted employment. Your period of employment will be measured from your last date of hire. Your employment will be considered "continuous and uninterrupted" if you are on an approved leave of absence or you are a limited participant (as described in the section of this Summary titled **"Entering the Plan"**).

If you stop working for the City, and are later rehired, any Years of Vesting Service you had earned before your termination date will not apply to any Employer Contributions made on your behalf after your rehire date. However, there is the following exception to this rule. If you complete more than 10 years of employment for the City, stop working, and are then rehired, you will be fully vested in your Accounts (including any future Employer Contributions) after completing only the three additional years of employment required to re-enter the Plan.

The Plan includes a vesting schedule.

VESTING SCHEDULE. If you stop working for the City for any reason other than retirement or death, your vested percentage in your Employer Nonelective Contributions and Employer Matching Contributions Accounts will be determined as follows:

YEARS OF VESTING SERVICE	**VESTED PERCENTAGE**
Fewer than 4	0%
4	40%
5	50%
6	60%

7	70%
8	80%
9	90%
10 or more	100%

EXAMPLE

Dale Ash started working for the City on January 1, 2012, and continued working in an eligible position under the Plan until September 30, 2017. Because Dale would have completed five full years of service with the City (2012, 2013, 2014, 2015, and 2016), he would be 50% vested in his Employer Contribution Accounts.

You are always fully vested at your Normal Retirement Age.

VESTING AT RETIREMENT. Even if you have not yet completed 10 Years of Vesting Service, you will be fully vested in your Employer Contribution Accounts if you retire from the City's employment at or after age 65, which is your Normal Retirement Age.

EXAMPLE

Joe Smith starts working for the City when he is age 60 and retires when he is age 65. Joe is 100% vested in all of his Accounts when he retires, even though he has not completed 10 Years of Vesting Service.

You will also be fully vested on death.

VESTING AT DEATH. You will also be fully vested in your Employer Contribution Accounts if you die while still actively employed by the City. Note that this special vesting rule does not apply if you have already terminated employment with the City before you die.

Forfeitures are applied toward future Employer Contributions to the Plan.

FORFEITURES. If you are not fully vested in your Employer Contribution Accounts, the nonvested portion of your Accounts will be forfeited after you stop working for the City. The City applies the forfeited amounts toward future Employer Contributions.

"Vested Benefit" means ...

VESTED BENEFIT. "Vested Benefit" describes the dollar amount you would be entitled to receive from the Plan if you were to quit working for the City. This term is used in the remainder of this Summary.

BENEFIT PAYMENTS

Generally, benefits are payable from the Plan only if you stop working for the City or die.

WHEN BENEFITS ARE PAYABLE. Benefits are payable from the Plan only after you stop working for the City. This Section describes when and how benefits are paid if you stop working for the City for any reason other than your death. The **"Death Benefits"** section of this Summary describes when and how benefits are paid if you die. The "Withdrawals While You Are Still Working" section of this Summary describes withdrawals that are permitted while you are still employed by the City.

You may delay receipt of your benefits. You may also choose from different payment options.

Your Vested Benefit will be paid to you as soon as possible after you terminate employment and you apply to receive your benefit. You may choose to receive your benefit under any of the payment options described in the **"Benefit Forms"** section of this Summary. If you are married, however, some additional restrictions apply to the form of benefit you may receive. See the **"Benefit Forms"** section of this Summary for those rules.

You will be taxed on any benefit payment.

INCOME TAX CONSEQUENCES. You will owe both federal and state income tax on any distribution you receive from the Plan. Though you will not be taxed on any Participant Contributions you have made, you will owe tax on any earnings that have accrued on those Contributions. Under certain circumstances, you may also owe an additional 10% penalty tax. Please see your tax or financial advisor for a more detailed explanation of how these income tax rules affect you.

The Plan is required to begin payment of your benefits at certain times, even if you do not apply for your pension.

REQUIRED DISTRIBUTIONS. Although the Plan will generally not pay you any benefit until you submit an application, the Tax Code imposes a limit on how long you may delay payment of your benefit. Generally, the Plan is required to begin paying your benefit by April 1 of the calendar year following the calendar year in which you:

- retire, or
- attain age 70½,

whichever occurs later.

In addition if you are married and reach normal retirement age and you have not elected a payment option or requested to delay receipt of your benefit, then your benefit will be paid in an immediate joint and fifty percent (50%) contingent annuity with your spouse named as the contingent annuitant, unless you and your spouse elect any of the other payment options described in the **"Benefit Forms"** section of this Summary.

DEATH BENEFITS

The amount of your death benefit may depend on whether you are still employed by the City at the time of your death.

AMOUNT OF DEATH BENEFIT. If you die while you are still employed by the City, your Accounts will become 100% vested and will be paid to your beneficiary as a death benefit. If you die after you stop working for the City (but before you elect how and when your Vested Benefit is to be paid to you), your beneficiary will receive a death benefit equal to the amount of your Vested Benefit.

Payment of your death benefit will begin immediately.

TIMING OF DEATH BENEFIT. Regardless of whether you die before or after you leave the City's employ, your death benefit will be paid (or begin to be paid, if payable in installments or as an annuity) as soon as administratively feasible following your death.

You may designate your beneficiary.

BENEFICIARY DESIGNATION. You may designate the person who will be your beneficiary on a form available from Human Resources. You may provide that all, or any portion, of your Vested Benefit should be paid to your beneficiary if you die.

If you are married, certain requirements must be satisfied before your beneficiary designation will be effective.

MARRIED PARTICIPANTS. If you are married, you must name your spouse as your beneficiary with respect to at least 50% of your Vested Benefit - though your spouse may consent to your designation of a non-spousal beneficiary. Thus, unless your spouse has consented to your beneficiary designation on a form filed with the Plan Administrator:

- No more than 50% of your Vested Benefit will be paid to your non-spousal beneficiary, and

- The remainder of your Vested Benefit will be paid to your spouse.

Your spouse's consent must meet certain requirements.

WITNESSED CONSENT. Your spouse's consent to your designation of a non-spousal beneficiary must be witnessed by a notary public.

BENEFIT FORMS

Your Vested Benefit can be paid in a lump sum.

LUMP SUM. If you are single, or if you are married and your spouse consents, you may elect to receive your Vested Benefit in a single lump sum.

Your Vested Benefit can be paid in installments or partial withdrawals.

INSTALLMENT PAYMENTS. If you are single, or if you are married and your spouse consents, you may elect to receive your Vested Benefit in monthly installments for a fixed number of months (subject to certain minimums), or in partial withdrawals of at least $1,000. If you elect installment payments, the monthly payments will be deducted from your Account. You cannot continue to direct the investment of your Account among the Investment Funds after you begin to receive installment payments. Instead, the unpaid portion of your Vested Benefit will be invested in your age appropriate target date retirement fund. The installment payments will be paid monthly over a fixed period; however, the payments will stop when all of your Vested Benefit has been paid. The maximum period over which you may elect to receive monthly installment payments is 120 months.

Your Vested Benefit can be paid as a Single Life Annuity or a Joint Life Annuity.

ANNUITIES. You may also elect to receive your Vested Benefit in the form of an annuity. If you elect an annuity, your Vested Benefit will be used to buy an annuity policy from an insurance company. The insurance company will then pay the monthly annuity benefits to you. The amount that will be paid each month will depend on factors like what kind of annuity you choose, how old you are, and the amount of your Vested Benefit. The following kinds of annuities are offered under the Plan:

- Single Life Annuity. A Single Life Annuity would pay you a monthly benefit for as long as you live. If you are married, you may elect a Single Life Annuity only if your spouse consents to that election.

- Joint Life Annuity. A Joint Life Annuity would pay you a monthly benefit for as long as you live, and would then pay your beneficiary (if he or she survives you) a monthly benefit equal to 50% of your benefit for as long as he or she lives.

If you are married, your Vested Benefit will be paid in the form of a Joint Life Annuity unless certain requirements are met.

MARRIED PARTICIPANTS. If you are married, your Vested Benefit will be paid in the form of a Joint Life Annuity, unless:

- You have elected a different Benefit Form, on a form filed with Milliman; and

- Your spouse consents, on a form you can get from Milliman, to your election.

WITHDRAWALS WHILE YOU ARE STILL WORKING

An active or limited participant may withdraw money from his or her Participant Contributions Account.

WITHDRAWALS. While you are still employed by the City, you may withdraw all or a portion of the money credited to your Participant Contributions Account. You may not withdraw more than the value of your Participant Contributions Account and you are not permitted to make in-service withdrawals from your Employer Nonelective Contributions Account, Employer Matching Contributions Account, or Rollover Contributions Account. Any expenses associated with the withdrawal will be charged to your Participant Contributions Account. Contact Milliman at www.MillimanBenefits.com or call (866) 767-1212 if you would like to make such a withdrawal.

If you make a withdrawal, you will have to stop making contributions to the Plan for one year.

12-MONTH SUSPENSION. If you withdraw money from your Participant Contributions Account, you will not be able to make Participant Contributions for 12 consecutive calendar months.

You will not be taxed on the withdrawn contributions, but you will be taxed on the earnings.

TAXES ON WITHDRAWALS. The money for your withdrawal will be taken first from your pre-1987 Participant Contributions, then partly from your post-1986 Participant Contributions and partly from your total earnings on all Participant Contributions. You will be taxed only on the amount of earnings you withdraw. If you are not yet age 59 1/2, the federal Tax Code requires that those earnings be taxed an additional 10% as a penalty for withdrawing them before you retire. This additional 10% penalty will be taxed when you do your tax forms; you should be aware that as a result, you may have insufficient withholding for the year and owe the IRS additional taxes.

REQUESTING PAYMENT OF PLAN BENEFITS

Contact Milliman when you want to receive your Vested Benefit.

BENEFIT PAYMENT PROCEDURE. Contact Milliman when you want to receive your Vested Benefit. You will be sent the forms you need to complete and return to request payment of your Vested Benefit.

Milliman will give you a Tax Notice that explains your right to a direct rollover.

TAX NOTICE. Milliman will give you a Tax Notice before your benefits are paid. The federal Tax Code requires that you receive this Tax Notice no less than 30 days and no more than 90 days before most benefits are paid. This Tax Notice will explain the tax rules that apply to distributions from the Plan. It will also tell you that you have the right to elect to have your Vested Benefit (1) paid to you, (2) paid in a "direct rollover," or (3) split between payment to you and payment in a direct rollover.

"Direct rollover" means ...

DIRECT ROLLOVER RULES. A "direct rollover" is a payment of your Vested Benefit, or a portion of your Vested Benefit, to an individual retirement account (an "IRA") or another tax-qualified retirement plan that you select. If you decide to have part of the amount paid to you and part paid in a direct rollover, the amount of the direct rollover must be at least $500. Your election as to how your Vested Benefit is to be distributed must be in writing, on a form available from Milliman.

OTHER THINGS YOU SHOULD KNOW

You may not assign or transfer any part of your Accounts to satisfy a debt.

PROTECTION OF BENEFITS. You may not assign or transfer any part of your Accounts or any interest you may have in the assets of the Plan to satisfy a debt. Furthermore, in no event may your Accounts or interest in the assets of the Plan be subject to assignment, garnishment or other legal process, except as may be permitted by law -- for example, in the case of payment to children or a former spouse under a qualified domestic relations order.

If you get divorced, a court may order the Plan to pay part of your Accounts to someone else.

DOMESTIC RELATIONS ORDERS. If you are a party to a divorce, separation, or other domestic relations matter, a court may issue an order telling the Plan to pay all or a portion of your Accounts to your former spouse, your children, or some other person. The Plan will follow such a court order only if it meets the requirements of the federal Tax Code and the Plan's Qualified Domestic Relations Orders Procedures. Generally, the Plan will comply with a Qualified Domestic Relations Order only if it requires an immediate lump-sum payment to one or more individuals.

The City may change or terminate the Plan at any time.

AMENDMENT OR TERMINATION OF PLAN. The City reserves the right to amend or terminate the Plan at any time.

You may access the Milliman website at any time to change your investment elections or to learn about the Investment Funds.

INVESTMENT DIRECTION AND INFORMATION. Milliman provides certain investment services for the Plan. Your investment elections are handled by them. You have access to their website (www.MillimanBenefits.com) 24 hours a day, 7 days a week to direct your investments. You may also call (866) 767-1212 from 7 am to 7 pm CST daily to speak with a representative, or call the automated system at the same number 24 hours a day. You may also go to the Milliman website to access more information about current Investment Funds.

You will need to register to use the website. Information was given to you during enrollment meetings, or you may ask Human Resources for the information.

You may not change your contributions online. If you would like to contribute a greater or lesser percentage amount of Participant Contributions, you still must sign a document from Human Resources.

PLAN INFORMATION

Plan Name and IRS Number.

The formal name of the Plan is the Overland Park, Kansas, Municipal Employees Pension Plan. The Plan's IRS identification number is 001.

Name of Plan Sponsor.	The Plan Sponsor is: City of Overland Park, Kansas 8500 Santa Fe Drive Overland Park, Kansas 66212 Telephone: (913) 895-6000
Employer Identification Number.	The City's Employer Identification Number is 48-6100373.
Type of Plan.	The Plan is technically known as a "money purchase pension plan." The benefits provided by the Plan are not covered by the termination insurance of the Pension Benefit Guaranty Corporation, because that kind of insurance is not available to money purchase pension plans.
Type of Plan Administration.	The City may appoint and remove any person, committee, or entity as Plan Administrator at any time. The Plan monies are held in a Trust. A corporate Trustee credits and distributes the Plan monies according to the direction of the Plan Administrator. The Trustee has no discretion with respect to investment of the Trust.
Plan Administrator.	The Committee composed of the City Manager, Deputy City Manager, Chief Human Resources Officer, and Chief Financial Officer of the City City of Overland Park, Kansas 8500 Santa Fe Drive Overland Park, Kansas 66212-2866
Nondiscretionary Trustee.	The Plan has a corporate, nondiscretionary Trustee. The current Plan Trustee is: MG Trust Company (dba Matrix Trust Company) P.O. Box 52129 Phoenix, Arizona 85072-2129 Attn: Vice President—Client Services
Recordkeeper	The Plan's recordkeeper is Milliman, which can be contacted at the following address: Milliman 8500 Normandale Lake Boulevard Suite 1850 Minneapolis, Minnesota 55437 Web address: www.MillimanBenefits.com
Service of Legal Process.	Service of legal process may be served on the Plan Administrator.
Plan Records.	Plan records are kept on a calendar-year basis.

This description of the Overland Park, Kansas, Municipal Employees Pension Plan is a Summary of the Plan as in effect on January 1, 2016. It is not intended to take the place of the Plan document. In case of conflict between this Summary and the Plan document, or where this Summary does not describe rules found in the Plan document, the Plan document will govern.