



---

October 12, 2010

**CITY OF MORROW, GEORGIA**  
**Regular Meeting**

7:30 pm

---

**CALL TO ORDER:** Mayor Millirons  
**PLEDGE OF ALLEGIANCE:** All  
**INVOCATION:** Mayor Millirons

1. **ROLL CALL**

2. **APPROVAL OF MEETING AGENDA:**

(Agenda Item 10-10-178)

To add or remove items from the Agenda:

3. **CONSENT AGENDA:**

(Agenda Item 10-10-179)

1. Approval of the September 28, 2010 Regular Meeting Minutes.

(Agenda Item 10-10-180)

2. Approval of the September 28, 2010 Work Session Minutes.

4. **REPORTS AND PRESENTATIONS:**

1. Presentation of 5 years of Service Pin to Police Chief Jeff Baker  
*(Presented by Mayor Jim Millirons and City Manager Jeff Eady)*
2. Presentation of 40 years of Service Pin to Councilman Virlyn Slaton  
*(Presented by Mayor Jim Millirons and City Manager Jeff Eady)*

5. **OLD BUSINESS:**

(Agenda Item 10-09-173)

1. Approval of an Ordinance to Amend the Code of Ordinances of the City of Morrow, GA as it pertains to the recommendation, approval, and adoption of an amended Annual Budget for the Fiscal Year 2010, beginning 1 July 2009 and ending 30 June 2010; to allocate revenues and expenditures for that period for the operation and enhancement of the various services delivered by the City to its citizens; for the health and well-being of the residents and businesses of the City of Morrow; and for other purposes. *(Presented by City Manager Jeff Eady)*

6. **NEW BUSINESS:**

(Agenda Item 10-10-181)

1. Approval of a Restatement of City of Morrow Retirement Plan; Amendment to Retirement Plan to: 1) Change the Pension Committee Secretary; 2) Increase Number of Hours per Week a Regular Employee Must Work to be Eligible to Participate in the Plan to More than 32; and 3) Establish Number of Hours per Two Week Period a Fire Shift Employee Must Work to be Eligible to participate in the Plan as More than 96 hours. *(Presented by City Manager Jeff Eady)*

7. **COMMENTS:**

Citizens-  
City Manager-  
Mayor and Council –

8. **ADJOURNMENT:**

**Note: Immediately following the council meeting we are hosting a reception in the lobby area of City Hall in honor of Councilman Virlyn Slaton's 40 years of service to the City of Morrow.**

**AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA, AS IT PERTAINS TO THE RECOMMENDATION, APPROVAL, AND ADOPTION OF AN AMENDED ANNUAL BUDGET FOR THE FISCAL YEAR 2010, BEGINNING 1 JULY 2009 AND ENDING 30 JUNE 2010; TO ALLOCATE REVENUES AND EXPENDITURES FOR THAT PERIOD FOR THE OPERATION AND ENHANCEMENT OF THE VARIOUS SERVICES DELIVERED BY THE CITY TO ITS CITIZENS; FOR THE HEALTH AND WELL-BEING OF THE RESIDENTS AND BUSINESSES OF THE CITY OF MORROW; AND FOR OTHER PURPOSES.**

**Section I: Adoption**

Be it Ordained and enacted by the Mayor and Council of the City of Morrow, Georgia, that the following Amended Annual Budget for the City is hereby adopted by said Mayor and Council and shall be in full force and effect on October 12, 2010.

**Section II: Operating Budget**

The Operating Budget for the City of Morrow, Georgia for Fiscal Year 2010 (FY 2010) as shown on Exhibit "A" and attached hereto shall be adopted as follows:

Revenues	\$ 21,953,700
Expenditures	\$ 21,953,700

**Section III: Budget Administration**

The Morrow City Manager is hereby authorized and directed to execute the approved amended Budget for Fiscal Year 2010 as funds become available.

**Section IV: Repealer and Enactment**

All ordinances or parts of ordinances in conflict herewith are hereby repealed and shall be of no further force or effect from the date of enactment of this Ordinance on this the 12 day of October, 2010.

**Section V: Enactment Date**

This Ordinance is hereby enacted and shall be of full force and effect on October 12, 2010.

\_\_\_\_\_  
Jim Millirons, Mayor

ATTEST:

\_\_\_\_\_  
Evyonne Browning, City Clerk  
(Seal)

FIRST READING: September 14, 2010  
SECOND READING: September 28, 2010

CITY OF MORROW

FY 2010 EXPENSES - BUDGET VS. ACTUAL  
FOR PERIOD ENDING JUNE 30, 2010 (PRELIMINARY)

	FY 2010 BUDGET	FY 2010 ACTUAL AS OF 06/30/2010	ORIGINAL BUDGET VARIANCE	Final FY 2010 Budget Amendment Needed for Annual Audit Reporting	Final Amended Budget FY 2010	Final Budget Balance Remaining
<b>E-911 COMMUNICATIONS</b>						
3800-00051 PERSONAL SERV. & EMPLOYEE BEN.	680,236	664,875	15,361		680,236	
3800-00052 PURCHASED/CONTRACTED SERVICES	103,474	104,305	(831)		103,474	
3800-00053 SUPPLIES	22,155	23,784	(1,629)		22,155	
<b>TOTAL E-911 COMMUNICATIONS</b>	<b>805,865</b>	<b>792,963</b>	<b>12,902</b>		<b>805,865</b>	<b>12,902</b>
<b>CONDEMNATIONS/FORFEITURES</b>						
210-3210 CONDEMNATION/FORFEITURES EXPENS	32,000	46,154	(14,154)	Add \$15,000	47,000	
<b>TOTAL CONDEMNATIONS/FORFEITURES</b>	<b>32,000</b>	<b>46,154</b>	<b>(14,154)</b>		<b>47,000</b>	<b>846</b>
<b>HOTEL/MOTEL TAX FUND</b>						
275-1500 MORROW BUSINESS & TOURISM	136,014	155,168	(19,154)	Add \$20,000	156,014	
275-1500 CONTRIBUTION TO GENERAL FUND	272,028	310,284	(38,236)	Add \$39,000	311,028	
<b>TOTAL HOTEL/MOTEL TAX FUND</b>	<b>408,042</b>	<b>465,432</b>	<b>(57,390)</b>		<b>467,042</b>	<b>1,510</b>
<b>RENTAL CAR EXCISE TAX FUND</b>						
280-1500 CONTRIBUTION TO GENERAL FUND	28,028	26,891	1,137		28,028	
<b>TOTAL RENTAL CAR EXCISE TAX FUND</b>	<b>28,028</b>	<b>26,891</b>	<b>1,137</b>		<b>28,028</b>	<b>1,137</b>
<b>SPLIST</b>						
320-4100 OLDE MORROW CRK CORRIDOR-SPLIST	1,500,000	1,501,670	(1,670)		1,500,000	
320-4100 MORROW CONF CENTER-SPLIST	4,842,247	4,814,830	27,417		4,842,247	
320-4100 FURNITURE AND FIXTURES <sup>1</sup>	-	27,417	(27,417)		-	
320-4100 JESTERS CREEK PHASE 2-SPLIST	174,240	189,135	(14,895)	Add \$16,000	190,240	
320-4100 PEDESTRIAN PATH PHASE 3-SPLIST	2,404	2,404	-	Add \$2,500	4,904	
<b>TOTAL SPLIST TAX FUND</b>	<b>6,518,891</b>	<b>6,535,456</b>	<b>(16,565)</b>		<b>6,537,391</b>	<b>1,935</b>
<b>SANITATION FUND</b>						
540-4100 RESIDENTIAL SANITATION	253,944	256,186	(2,242)		253,944	
540-4100 COMMERCIAL SANITATION	692,892	667,782	25,140		692,892	
540-4100 CONTRIBUTION TO GENERAL FUND	113,988	141,904	(27,916)	Add \$10,000	123,988	
<b>TOTAL SANITATION FUND</b>	<b>1,060,824</b>	<b>1,065,842</b>	<b>(5,018)</b>		<b>1,070,824</b>	<b>4,982</b>
<b>TOTAL EXPENSES PER SMITH-DATA QS1</b>	<b>21,176,029</b>	<b>21,777,545</b>	<b>(601,516)</b>		<b>21,848,329</b>	<b>70,784</b>
<b>MORROW CENTER FUND</b>						
	81,371	102,690	(21,319)	24,000	105,371	2,661
				Add \$4K Cleaning Services, \$6K Cleaning Supplies, \$3K Bldg Maintenance, \$3K Legal Fees, \$8K Equipment		
<b>GRAND TOTAL EXPENSES</b>	<b>21,257,400</b>	<b>21,880,235</b>	<b>(622,835)</b>		<b>21,953,700</b>	<b>73,465</b>

**CITY OF MORROW**  
**FY 2010 EXPENSES - BUDGET VS. ACTUAL**  
**FOR PERIOD ENDING JUNE 30, 2010 (PRELIMINARY)**

	FY 2010 BUDGET	FY 2010 ACTUAL AS OF 06/30/2010	ORIGINAL BUDGET VARIANCE	Final FY 2010 Budget Amendment Needed for Annual Audit Reporting	Final Amended Budget FY 2010	Final Budget Balance Remaining
<b>EXECUTIVE</b>						
1310-00051 PERSONAL SERV. & EMPLOYEE BEN.	184,271	193,015	(8,744)	Add \$10,000 salaries	194,271	
1310-00052 PURCHASED/CONTRACTED SERVICES	23,986	16,951	7,035	Reduce \$2,700 travel and \$4,000 training	17,286	
1310-00053 SUPPLIES	2,604	3,012	(408)		2,604	
<b>TOTAL EXECUTIVE</b>	<b>210,861</b>	<b>212,978</b>	<b>(2,117)</b>		<b>214,161</b>	<b>1,183</b>
<b>ELECTIONS</b>						
1400-00052 PURCHASED/CONTRACTED SERVICES	1,317	1,317	-		1,317	
<b>TOTAL ELECTIONS</b>	<b>1,317</b>	<b>1,317</b>	<b>-</b>		<b>1,317</b>	<b>-</b>
<b>CITY HALL-ADMINISTRATION</b>						
1500-00051 PERSONAL SERV. & EMPLOYEE BEN.	389,850	375,886	13,964		389,850	
1500-00052 PURCHASED/CONTRACTED SERVICES	208,209	228,526	(20,317)		208,209	
1500-00053 SUPPLIES	55,027	63,566	(8,539)		55,027	
1500-00055 CONTRIBUTION TO EMERGENCY COMM	664,738	640,662	24,076		664,738	
1500-00055 CONTRIBUTION TO MORROW CENTER	40,195	72,960	(32,765)	Add \$33,000 Morrow Center funding	73,195	
1500-00057 DOWNTOWN DEVELOP AUTHORITY	100,000	961,850	(61,850)	Add \$862,000 DBA property Transfers	962,000	
1500-00057 MORROW HOUSING AUTHORITY	9,880	5,000	(5,000)	Add \$5,000 Morrow Housing Authority funding	5,000	
1500-00057 CLAYTON COUNTY, GEORGIA	9,880	9,880	-		9,880	
<b>TOTAL CITY HALL-ADMINISTRATION</b>	<b>1,467,899</b>	<b>2,358,330</b>	<b>(890,431)</b>		<b>2,367,899</b>	<b>9,569</b>
<b>FINANCE</b>						
1510-00051 PERSONAL SERV. & EMPLOYEE BEN.	246,358	250,655	(4,297)	Add \$2,500 part-time Salaries-temporary	248,858	
1510-00052 PURCHASED/CONTRACTED SERVICES	87,276	85,377	1,899	Add \$2,000 Health Insurance changes	89,276	
1510-00053 SUPPLIES	4,835	5,329	(494)		4,835	
<b>TOTAL FINANCE</b>	<b>338,469</b>	<b>341,362</b>	<b>(2,893)</b>		<b>342,969</b>	<b>1,607</b>
<b>DEBT SERVICE</b>						
1565-581100 PRINCIPAL ON BONDS	63,815	63,815	(0)		63,815	
1565-582100 INTEREST ON BONDS	217,320	249,761	(32,441)	Add \$33,000 Interest timing accrual	250,320	
<b>TOTAL DEBT SERVICE</b>	<b>281,135</b>	<b>313,577</b>	<b>(32,442)</b>		<b>314,135</b>	<b>558</b>
<b>JUDICIAL</b>						
2650-00051 PERSONAL SERV. & EMPLOYEE BEN.	92,522	91,899	623		92,522	
2650-00052 PURCHASED/CONTRACTED SERVICES	115,865	118,827	(2,962)		115,865	
2650-00053 SUPPLIES	1,500	1,111	389		1,500	
2650-00057 OTHER COSTS	582,234	521,819	60,415	Less \$55,000 Red Light Camera Expense	527,234	
<b>TOTAL JUDICIAL</b>	<b>792,121</b>	<b>733,656</b>	<b>58,465</b>	<b>(55,000)</b>	<b>737,121</b>	<b>3,465</b>
<b>POLICE</b>						
3210-00051 PERSONAL SERV. & EMPLOYEE BEN.	2,225,234	2,094,139	131,095	Less \$25,000 Salaries, \$25,000 Health Insurance	2,175,234	
3210-00052 PURCHASED/CONTRACTED SERVICES	237,872	265,389	(27,517)		237,872	
3210-00053 SUPPLIES	158,784	204,915	(46,131)		158,784	
<b>TOTAL POLICE</b>	<b>2,621,890</b>	<b>2,564,443</b>	<b>57,447</b>	<b>(50,000)</b>	<b>2,571,890</b>	<b>7,447</b>

CITY OF MORROW

FY 2010 EXPENSES - BUDGET VS. ACTUAL  
FOR PERIOD ENDING JUNE 30, 2010 (PRELIMINARY)

	FY 2010 BUDGET	FY 2010 ACTUAL AS OF 06/30/2010	ORIGINAL BUDGET VARIANCE	Final FY 2010 Budget Amendment Needed for Annual Audit Reporting	Final Amended Budget FY 2010	Final Budget Balance Remaining
<b>FIRE</b>						
3500-00051 PERSONAL SERV. & EMPLOYEE BEN.	2,122,448	1,917,893	204,565	Less \$180,000 Full-time Salaries, \$10,000 Part-time Salaries, \$10,000 Health Insurance	1,922,448	
3500-00052 PURCHASED/CONTRACTED SERVICES	259,611	216,883	42,728	Less \$30,000 Equip Maintenance, \$10,000 Liability Insurance	219,611	
3500-00053 SUPPLIES	152,145	97,140	55,005	Less \$55,000 Grant Expenditure	97,145	
<b>TOTAL FIRE</b>	<b>2,534,204</b>	<b>2,231,906</b>	<b>302,298</b>	<b>(295,000)</b>	<b>2,239,204</b>	<b>7,298</b>
<b>FIRE-NON EMERGENCY TRANSPORT</b>						
3540-00051 PERSONAL SERV. & EMPLOYEE BEN.	314,302	329,145	(14,843)	Add \$9,000 full-time salaries	323,302	
3540-00052 PURCHASED/CONTRACTED SERVICES	153,145	168,042	(14,897)	Add \$15,000 Worker's Comp	168,145	
3540-00053 SUPPLIES	33,850	26,744	7,106		33,850	
<b>TOTAL FIRE-NON EMERGENCY TRANSPORT</b>	<b>501,297</b>	<b>523,931</b>	<b>(22,634)</b>	<b>24,000</b>	<b>525,297</b>	<b>1,366</b>
<b>PUBLIC WORKS</b>						
4100-00051 PERSONAL SERV. & EMPLOYEE BEN.	508,154	494,788	13,366		508,154	
4100-00052 PURCHASED/CONTRACTED SERVICES	173,935	160,657	13,278		173,935	
4100-00053 SUPPLIES	317,130	345,507	(28,377)	Add \$5,000 Street Lights	322,130	
<b>TOTAL PUBLIC WORKS</b>	<b>999,219</b>	<b>1,000,952</b>	<b>(1,733)</b>	<b>5,000</b>	<b>1,004,219</b>	<b>3,267</b>
<b>ECONOMIC DEVELOPMENT</b>						
7500-00051 PERSONAL SERV. & EMPLOYEE BEN.	487,664	479,524	8,140		487,664	
7500-00052 PURCHASED/CONTRACTED SERVICES	66,434	70,447	(4,013)		66,434	
7500-00053 SUPPLIES	25,166	28,392	(3,226)		25,166	
<b>TOTAL ECONOMIC DEVELOPMENT</b>	<b>579,264</b>	<b>578,363</b>	<b>901</b>		<b>579,264</b>	<b>901</b>
<b>CAPITAL</b>						
1500-541100 LAND	270,000	-	270,000		270,000	
1500-541225 OLDE MORROW GEN CONSTRUCTION	558,141	558,741	(600)		558,141	
1500-541311 CHAFFIN HOUSE	312,183	312,183	(0)		312,183	
1500-541312 MCDONOUGH HOUSE	19,404	19,404	0		19,404	
1500-541313 MACON HOUSE	334,855	334,855	(0)		334,855	
1500-541314 MURPHY'S STORE/SMOKEHOUSE	1,035	1,034	1		1,035	
1500-541315 JODECO RD HOUSE LOT 8	22,650	22,650	(0)		22,650	
1500-541321 PALMETTO HOUSE	20,419	20,419	(0)		20,419	
1500-541328 JOHN B GORDON HOUSE	348,177	348,177	0		348,177	
3210-542100 MACHINERY & EQUIPMENT	45,704	45,705	(1)		45,704	
4100-541250 STREET & SIDEWALK CONSTRUCTION	-	94,364	(94,364)		-	
4100-541260 OLDE MORROW BRIDGE	54,635	54,635	(0)		54,635	
4100-541335 MORROW PARKING DECK	-	259	(259)		-	
4100-541400 TRANSPORTATION	7,500	164,064	(164,064)		7,500	
4100-542500 RECREATION	1,994,703	1,983,992	10,711		1,994,703	10,711
<b>TOTAL CAPITAL</b>	<b>12,322,379</b>	<b>12,844,806</b>	<b>(522,427)</b>	<b>569,800</b>	<b>12,892,179</b>	<b>47,373</b>
<b>TOTAL GENERAL FUND EXPENSES</b>						



September 24, 2010

**RISK MANAGEMENT AND  
EMPLOYEE BENEFIT SERVICES  
BOARD OF TRUSTEES**

**Chairperson**

Mickey Thompson  
Mayor, Douglasville

**Vice Chairperson**

John Bennett  
City Manager, Rome

**Secretary-Treasurer**

Jim E. Higdon  
GMA Executive Director

**Trustees:**

Boyd Austin  
Mayor, Dallas

Phil Best  
Mayor, Dublin

Keith Brady  
Mayor, Newnan

James V. Burgess, Jr.  
Mayor, Social Circle

Ronnie Dixon  
Mayor, Vidalia

Elizabeth M. English  
Councilmember, Vienna

Myrtle Figueras  
Mayor, Gainesville

Meg Kelsey  
Deputy City Manager  
Finance Officer, LaGrange

Bill Lewis  
City Manager, Dahlonega

Joe Morton  
City Manager, Fayetteville

David Nunn  
City Manager, Madison

James F. Palmer  
Mayor, Calhoun

Kenneth E. Smith, Sr.  
Mayor, Kingsland

**VIA E-MAIL & U.S. MAIL**

Ms. Rebecca Zebe  
Human Resources Manager  
City of Morrow  
1500 Morrow Road  
Morrow, Georgia 30260-1654

RE: **Restatement of City of Morrow Retirement Plan; Amendment to Retirement Plan to: 1) Change the Pension Committee Secretary; 2) Increase Number of Hours per Week a Regular Employee Must Work to be Eligible to Participate in the Plan to More than 32; and 3) Establish Number of Hours per Two Week Period a Fire Shift Employee Must Work to be Eligible to Participate in the Plan as More than 96**

Dear Ms. Zebe:

Per the City's request, enclosed please find two (2) copies of a draft amended and restated Adoption Agreement and two (2) copies of a draft restated General Addendum for the City of Morrow. The draft amended Adoption Agreement would change the Pension Committee Secretary from the City Clerk to the Human Resources Manager (Adoption Agreement p. 3). The amendments to the Adoption Agreement would also make the following changes to the City's defined benefit retirement plan with respect to Participants who are first employed or reemployed by the City on or after September 28, 2010: 1) increase the minimum hour per week requirement so that a Regular Employee (other than a Fire Shift Employee) will be required to work more than 32 hours per week in order to be an Eligible Regular Employee (Adoption Agreement p. 6); and 2) establish a minimum hour per two weeks requirement for Fire Shift Employees such that a Fire Shift Employee must work more than 96 hours every two (2) weeks to be an Eligible Regular Employee (Adoption Agreement p. 7). A Fire Shift Employee is defined as Firefighter whose employment schedule is a 24 consecutive hour shift followed by 48 consecutive hours off (Adoption Agreement p. 7). No substantive amendments were made to the General Addendum to the Adoption Agreement. The draft documents provide that the amendment will be effective as of September 28, 2010.

The City's request for a plan amendment coincides with the restatement of the GMEBS Master Defined Benefit (DB) Plan Document and the GMEBS DB Adoption Agreement form (Plan). In order to protect the Plan's tax-qualified status, draft restated plan documents, updated to reflect master plan amendments and to comply with changes in federal tax law, were filed with the IRS on January 31, 2008. Following the filing, GMEBS' tax counsel made further modifications to the draft plan documents in order to meet IRS requirements and to reflect further updates in federal tax law requirements. On March 31, 2010, the IRS issued a favorable advisory letter (IRS determination letter) for the restated Plan documents.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, we are now asking all participating employers to adopt the IRS-approved plan documents, including the restated Master Plan, Adoption Agreement and General Addendum. We have completed the enclosed restated Adoption Agreement and General Addendum to reflect the above amendments that you requested, as well as the other benefit and eligibility provisions that you currently have in place. We have also enclosed a copy of the restated Master Plan document (which does not need to be signed by the City).

Please note we are in the process of preparing a more detailed explanation of the changes included in the restated plan documents, and we will be sending this out to you in the near future. However, we do want to point out one change included in the restatement that you may want to be aware of immediately. At the top of page 3 of the restated Adoption Agreement (Section 5), there is a space for listing the members of your Pension Committee (by position). We left this section blank in order to reflect what is in your current Adoption Agreement. Since this section is left blank (with no positions listed), then the Pension Committee will "by default" (i.e., in the absence of a different designation by the member employer) include the positions listed in Section 15.01 of the restated master plan. The default listing included in the restated master plan includes the City Clerk, City Manager (if applicable), two employee representatives appointed by the Governing Authority, and three appointed members of the Governing Authority. Since the City's list of Pension Committee members in Section 5 of the Adoption Agreement is blank (with no positions listed) then the Pension Committee will be made up of the positions listed above, unless you request that the Adoption Agreement be further revised to include a different listing.

Also please note the General Addendum to the City's Adoption Agreement contains certain provisions (Addendum Section 1) which may not be deemed by the IRS to fit squarely within the standard GMEBS Adoption Agreement and General Addendum format. For this reason, it may be necessary to file the City's General Addendum with the IRS for a separate IRS determination letter in order for the City to be able to rely on the IRS determination letter received by GMEBS. We are currently working with GMEBS tax counsel to determine which member employer plans will require a separate IRS filing (on IRS Form 5307) based on their General Addendum provisions. We will be back in touch with you if tax counsel recommends a separate Form 5307 filing for the City's plan.

If the amended and restated Adoption Agreement and General Addendum are acceptable as drafted, please have the designated representatives sign and date the two (2) copies of the amended Adoption Agreement and the two (2) copies of the Addendum where indicated (on p. 33 of the Adoption Agreement and p. 10 of the Addendum) and return both executed originals of the Adoption Agreement to me. We will then countersign all originals. We will keep one amended Adoption Agreement and General Addendum for our files, and we will return the other amended Adoption Agreement and General Addendum for you to put in the retirement plan notebook that was previously provided to you.

Upon adoption, the amended Adoption Agreement and General Addendum will replace the previous Adoption Agreement and Addendum that became effective December 1, 2009. If you wish to keep the previous Adoption Agreement and Addendum for record-keeping purposes, we suggest that you mark the previous Adoption Agreement, "superseded by September 28, 2010 Adoption Agreement" and mark the previous Addendum "superseded by September 28, 2010 General Addendum."

Ms. Rebecca Zebe  
September 24, 2010  
Page 3

Please let me know if you have any questions or revisions to the draft Adoption Agreement.

Sincerely,



Gwin Hall  
GMEBS Associate Legal Counsel

Encl.

- C: Ms. Laurel Henderson, City Attorney, City of Morrow (w/ encl.)  
Ms. Evyonne Browning, City Clerk, City of Morrow (w/ encl.)  
Mr. Jeff Eady, City Manager, City of Morrow (w/encl.)  
Ms. Angela Nixon, GMEBS Legal Counsel (w/o encl.)  
Mr. Cal Wray, Director, Risk Management & Employee Benefit Services (w/o encl.)  
Ms. Linda Gady, Manager, Employee Benefit Services (w/o encl.)  
Mr. Randy Logan, Employee Benefits Counselor (w/o encl.)

**GENERAL ADDENDUM TO THE  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM  
DEFINED BENEFIT RETIREMENT PLAN  
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Morrow, as follows (complete one or more sections, as applicable):

(1) **Addition of a new Department or a new class of Eligible Employees (for amendment of Adoption Agreement only - see Section 9 of Adoption Agreement) (check and complete as applicable):**

**Employees of \_\_\_\_\_ (specify entity), a related governmental agency, shall be covered under this Plan, pursuant to a subscription agreement, which is attached hereto.**

**Purchase of Prior Service Credit for Waiver Period. Effective January 1, 2003, participation in the Plan will be considered mandatory for all Eligible Employees (including elected and appointed members of the Governing Authority) who satisfy the eligibility conditions specified in the Adoption Agreement. Notwithstanding any prior waiver of Plan benefits or any terms of the Plan to the contrary, Eligible Employees who prior to January 1, 2003 elected not to participate in the Plan may receive credit for vesting and benefit computation purposes for any period of service from the date they were first eligible to become a Participant until the date they actually commenced participation in the Plan, provided that the following conditions are satisfied:**

(i) **The Participant must pay to the City's Retirement Trust Fund a lump sum amount equal to the total amount of social security contributions made on the Participant's behalf for the period during which the Participant waived participation in the Plan. Said lump sum amount shall be calculated by the City Finance Officer, based upon records maintained by the City or by the Social Security Administration, and such calculation shall be confirmed by the City Auditor.**

(ii) **The calculation referred to in subsection (i) will be completed within a reasonable period after January**

28, 2003, not to exceed 90 days. Upon completion of the calculation, the Pension Committee shall provide a notice to participants who have previously waived participation in the Plan, indicating the lump sum amount required to purchase prior service credit for the period during which their waiver of participation was in effect. Within 120 days after receipt of said notice, the Participant shall remit said lump sum amount to the GMEBS Retirement Trust Fund in the form and manner required by GMEBS and the Pension Committee. If said amount is not remitted within this time period, then the Participant will not be permitted to purchase prior service credit hereunder. Partial payments will not be accepted.

(iii) Amounts paid to purchase service credit hereunder will be used to fund retirement or death benefits payable in accordance with the terms of the City's Retirement Plan. Said amounts will not accrue interest and will not otherwise be distributable to the Participant, his beneficiary, or any other person or entity. However, if the sum of all retirement or death benefits paid to the Participant (and/or his beneficiary, as applicable) does not equal or exceed the amount paid by the Participant to purchase service credit hereunder, then a lump sum payment in the amount of the difference shall be returned to the estate of the Participant (or that of his beneficiary, if applicable) in accordance with Section 13.06 of the Master Plan. The Pension Committee shall provide GMEBS with notice of the lump sum amount for purposes of administering this provision.

(2) **Discontinuance of participation in the Plan by one or more Departments or classes of Employees (for amendment of Adoption Agreement only - see Section 9 of Adoption Agreement):**

---

---

---

**(3) Special Waiting Period Requirements for Regular Employees - (see Section 11 of Adoption Agreement regarding Waiting Period) (check as applicable):**

- (a) **No Waiting Period; Immediate Participation.** Except as otherwise provided below or where suspension of benefits is required as provided in Section 6.06 of the Master Plan, there will be no waiting period for participation under the Plan. This provision shall apply to (check one):
  - All Regular Employees.
  - The following class(es) (the normal 1-year waiting period for participation will apply to all other Regular Employees) (must specify): **Each Eligible Regular Employee employed on July 1, 1991 or hired after such date.**
- (b) **Alternative Waiting Period.** Regular Employees shall be required to complete \_\_\_\_\_ (specify time period) of continuous, uninterrupted Service with the Adopting Employer before they qualify for participation in the Plan. The determination as to whether the waiting period has been satisfied shall be made in accordance with provisions of the Master Plan. This alternative waiting period provision shall apply to (check one):
  - All Regular Employees.
  - The following class(es) (the normal 1-year waiting period will apply to all other Regular Employees) (must specify):  
\_\_\_\_\_

**[Repeat above subsection as necessary for each applicable waiting period and Participant class covered under the Plan.]**

**(4) Credited Past Service under the Plan for specified classes of employees (see Section 13 of Adoption Agreement regarding Credited Past Service):**

---

---

---

(5) **One-time or Ad-hoc Cost-of-Living Adjustments** (see Section 6.05(d) of Master Plan regarding Cost of Living Adjustment) (check, as applicable):

- (a) **One-Time Increase for Retired Participants.** Effective \_\_\_\_\_ (specify effective date), the monthly benefit amount being paid to Retired Participants in pay status immediately prior to such date shall be increased on a one-time basis by \_\_\_\_\_ (specify dollar amount or percentage increase). Said increases shall first be included in monthly benefit payments for the month of \_\_\_\_\_ (specify month and year). This provision shall not be construed or interpreted to create or establish any right or entitlement to any future or additional increases in benefits being paid under the Plan.
- Retroactive Increase.** The \_\_\_\_\_ (specify month and year) payment shall include the increase for the month(s) of \_\_\_\_\_ (specify retroactive month(s) and year).
- Pro-rated Increase.** The increase will be pro-rated for Retired Participants who have not been receiving monthly benefits for the entire 12-month period preceding \_\_\_\_\_ (specify effective date).
- Same Increase for Beneficiaries.** The increase provided under this section shall also apply to Beneficiaries in pay status immediately prior to \_\_\_\_\_ (specify effective date).
- Increase Only for Excepted Class.** The increase provided under this section shall apply only to individuals in the following excepted class(es) (must specify):  
\_\_\_\_\_.
- (b) **Ad-hoc Increase for Retired Participants.** Effective \_\_\_\_\_ (specify effective date), the following special increase shall apply (must describe increase and specify eligibility requirements): \_\_\_\_\_  
\_\_\_\_\_

(6) **Modified Definition of Earnings.** For purposes of determining Final Average Earnings, Earnings as defined in Section 2.24 of the Master Plan shall be modified as follows (check all that apply):

- (a) excluding overtime pay.
- (b) excluding bonuses.
- (c) excluding perquisites or allowances for use of a car or house rent.
- (d) excluding severance payments.
- (e) excluding \_\_\_\_\_ (specify type of excluded earnings).

This definition of Earnings applies to (check one):

- All Participants.
- Only the following Participants (must specify):

\_\_\_\_\_.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(7) **Modified Definition of Final Average Earnings.** Final Average Earnings is defined as the annual average of Earnings paid to a Participant by the Adopting Employer for the \_\_\_ (insert number not to exceed 5) consecutive years (12 month periods) of (check one):  Credited Service,  employment, during the last \_\_\_ (insert number not to exceed 10) consecutive year period preceding the Participant's most recent Termination in which the Participant's Earnings were the highest. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

(8) **Modified Disability Eligibility Criteria.** The disability retirement qualifications under the Master Plan and Section 14.D. of the Adoption Agreement shall be modified as follows (must specify disability eligibility requirements): \_\_\_\_\_.

(9) **Imputed Service Credit for Disability Benefit.** The Credited Service used to compute the monthly Disability Benefit shall be equal to the Participant's Total Credited Service, plus Credited Service the

Participant would have accrued had he remained in Service with the Adopting Employer up until his Normal Retirement Date. This provision shall apply to (check one):

- All Participants.
- Only the following Participants (must specify):

\_\_\_\_\_.

(10) **Special Break in Service Provisions.** If a non-vested Participant is terminated and reemployed by the Adopting Employer, periods of service before the break (check one):

- will not be counted, except as otherwise provided in subsection 4.06(e) of the Master Plan (concerning graduated vesting schedules).
- will not be counted unless the Participant remains in Service with the Employer for at least \_\_\_\_\_ (insert time period) following his return to employment, except as otherwise provided in subsection 4.06(e) of the Master Plan.
- will be counted without regard to the break in service limitations of Section 4.06 of the Master Plan.

This provision shall apply to (check one):

- All Participants.
- Only the following Participants (must specify):

\_\_\_\_\_.

(11) **Minimum and Maximum Limits on Normal Retirement Benefit Amount for Regular Employees.**

Check one or more as applicable:

- The minimum monthly normal retirement benefit amount shall be:  \$\_\_\_\_\_,  \_\_\_\_\_% of the Participant's Final Average Earnings (specify minimum monthly amount or percentage).

The minimum benefit amount elected above shall apply to (check one):

- All Participants who are Regular Employees.
  - Only the following Participants (must specify)
- 

- The maximum monthly normal retirement benefit amount shall be:  \$\_\_\_\_\_,  \_\_\_\_\_% (specify maximum monthly amount or percentage) of:  the highest monthly earnings used to calculate the Participant's Final Average Earnings,  the Participant's Final Average Earnings. This maximum benefit limit shall apply in addition to and not in lieu of any applicable limits under Internal Revenue Code Section 415.

The maximum benefit amount elected above shall apply to (check one):

- All Participants who are Regular Employees.
  - Only the following Participants (must specify)
- 

**Note:** The minimum or maximum limit elected above shall apply to the standard form of payment. If the Participant elects a different form of benefit payment, the limit shall be actuarially adjusted based on the form of benefit payment elected.

(12) **Minimum Early Benefit.** The Employer elects the following minimum Early Retirement benefit (check one)

- No minimum is established.
  - The minimum monthly early retirement benefit amount shall be:  \$\_\_\_\_\_,  \_\_\_\_\_% (specify minimum monthly amount or percentage) of the Participant's accrued monthly Normal Retirement Benefit. The minimum early retirement benefit amount shall apply to (check one):
    - All Participants.
    - Only the following Participants (must specify):
-

**(13) Frozen Plan Provisions (for amendment of Adoption Agreement only – see Section 9 of Adoption Agreement regarding Classes of Eligible Employees):**

- (a) **Plan Freeze** - The Plan is "frozen" effective as of \_\_\_\_\_ (specify date). The Plan shall be subject to all provisions of the Adoption Agreement and Master Plan, except as otherwise provided herein, and the Employer shall continue to maintain the Plan's qualified status. The Plan shall be frozen, as follows (check as applicable):
  - (i) Participants' normal retirement benefits accrued as of the effective date of the freeze shall be vested to the extent funded notwithstanding any provision of the Adoption Agreement to the contrary.
  - (ii) Employees who are (check all that apply):  employed by the Employer as of \_\_\_\_\_ (specify date),  first hired on or after \_\_\_\_\_ (specify date),  rehired on or after \_\_\_\_\_ (specify date), shall not be eligible to participate in the Plan on or after \_\_\_\_\_ (specify date).
  - (iii) With respect to Employees designated in paragraph (ii) above, Earnings on and after \_\_\_\_\_ (specify date) shall not be taken into account for purposes of the Plan.
  - (iv) The Employees designated in paragraph (ii) above shall not be credited with service for the Employer on and after \_\_\_\_\_ (specify date) for purposes of (check all that apply):  computing the amount of benefits payable;  meeting minimum service requirements for participation and vesting;  meeting minimum service requirements for benefit eligibility under the Plan.
  - (v) The following additional provisions shall apply as a result of the freeze (must specify): \_\_\_\_\_.
- (b) **Restoration Following Freeze** - The Plan has been "frozen" since \_\_\_\_\_ (specify freeze date). Effective \_\_\_\_\_ (specify date), the Plan shall be reactivated in

**accordance with and subject to the following provisions (check as applicable):**

- (i) Employees (check all that apply):**  employed by the Employer as of \_\_\_\_\_ (specify date),  first hired on or after \_\_\_\_\_ (specify date),  rehired on or after \_\_\_\_\_ (specify date), shall be eligible to commence or re-commence participation in the Plan (as applicable) with respect to Service on and after \_\_\_\_\_ (specify date), provided they otherwise meet the eligibility requirements for participation under the Plan.
- (ii) With respect to the Employees designated in paragraph (ii) above, Earnings on and after \_\_\_\_\_ (specify date) shall be taken into account for purposes of the Plan.**
- (iii) The Employees designated in paragraph (ii) above shall receive credit for Service for the Employer on and after \_\_\_\_\_ (specify date) for purposes of (check all that apply):**  computing the amount of benefits payable;  meeting minimum service requirements for participation and vesting;  meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee met the minimum hour requirement and other eligibility requirements for recognition of Credited Service under the Plan.
- (iv) Former Employees who become reemployed as Eligible Employees after \_\_\_\_\_ (specify date) will receive credit for Service with the Employer on and after \_\_\_\_\_ (specify date) for purposes of (check all that apply):**  computing the amount of benefits payable;  meeting minimum service requirements for participation and vesting;  meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee meets the minimum hour requirement and other eligibility requirements for recognition of Credited Service with respect to said period under the Plan, and provided

the Employee satisfies any applicable Plan requirements with respect to his break in Service.

- (v) The following additional provisions shall apply as a result of restoration following the freeze (must specify):

\_\_\_\_\_  
\_\_\_\_\_.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Morrow, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF MORROW, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary