

**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 Smyrna, as follows (complete one or more sections, as applicable):

*** Items (1) through (5) of Pre-approved Addendum – Not Applicable ***

(6) **Modified Definition of Earnings.** For purposes of determining any Employee contributions and Final Average Earnings, Earnings as defined in Section 2.26 of the Basic Plan Document shall be modified as follows (check all that apply):

- ☐ (a) excluding overtime pay.
- ☐ (b) excluding bonuses.
- ☒ (c) excluding compensation for reimbursed expenses and other unusual compensation (specify type of excluded earnings).
- ☐ (d) including perquisites or allowances for use of a car or house rent.
- ☐ (e) including severance payments; provided that the following limitations shall apply (must specify): ____.
- ☐ (f) including _____ (specify type of included earnings).

This definition of Earnings applies to (check one):

- ☐ All Participants.
- ☒ Only the following Participants (must specify): All Participants other than Class 4 and Class 5 Participants (as defined in paragraphs 16(a)(iv) and 16(a)(v), respectively).

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are included in the definition of Earnings pursuant to this Section, including but not limited to the amount(s) paid and the date of such payment(s).

For purposes of determining any Employee contributions and Final Average Earnings, Earnings as defined in Section 2.26 of the Basic Plan Document shall be modified as follows (check all that apply):

- ☒ (a) excluding overtime pay.
- ☐ (b) excluding bonuses.
- ☒ (c) excluding compensation for reimbursed expenses and other unusual compensation (specify type of excluded earnings).
- ☐ (d) including perquisites or allowances for use of a car or house rent.
- ☐ (e) including severance payments; provided that the following limitations shall apply (must specify):
_____.
- ☐ (f) including _____ (specify type of excluded earnings).

This definition of Earnings applies to (check one):

- ☐ All Participants.
- ☒ Only the following Participants (must specify): Class 4 and Class 5 Participants (as defined in subsections 16(a)(iv) and 16(a)(v), respectively).

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are included in the definition of Earnings pursuant to this Section, including but not limited to the amount(s) paid and the date of such payment(s).

- (7) Modified Definition of Final Average Earnings. Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the 60 (insert number not to exceed 60) consecutive months of (check one):**
☒ Credited Service, ☐ employment, during the last 120 (insert number not to exceed 120) consecutive month period preceding the Participant's most recent Termination in which the Participant's Earnings were the

highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to (check one):

- ☐ All Participants.
- ☒ Only the following Participants (must specify): Class 4 and Class 5 Participants (as defined in paragraphs 16(a)(iv) and 16(a)(v), respectively).

*** Items (8) through (15) of Pre-approved Addendum – Not Applicable ***

- (16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

(a) Definitions.

- (i) Definition of Class 1 Participant. The term "Class 1" Participant shall refer to Participants who are Firefighters or Police Officers (as defined in the GMEBS Basic Plan Document, Sections 2.34 and 2.51, respectively) and who, pursuant to the Ordinance approved April 19, 1999, elected (affirmatively or by default) to remain covered by the terms of the Pre-July 1, 1999 Retirement Plan. However, in the event that a Class 1 Participant becomes reemployed by the City on or after April 1, 2010, such Participant shall be treated as a Class 4 Participant or Class 5 Participant, as applicable. See paragraph 16(p)(ii) regarding reemployment on or after April 1, 2010.
- (ii) Definition of Class 2 Participant. The term "Class 2" Participant shall refer to Participants who are Eligible Regular Employees (other than Police Officers or Firefighters) and who, pursuant to the Ordinance approved April 19, 1999, elected (affirmatively or by default) to be covered by the terms of the Pre-July 1, 1999 Retirement Plan. However, in the event that a Class 2 Participant becomes reemployed by the City as an Eligible Regular Employee on or after April 1, 2010, such Participant shall be treated as a Class 4 Participant or Class 5 Participant, as applicable. See paragraph 16(p)(ii) regarding reemployment on or after April 1, 2010.

- (iii) **Definition of Class 3 Participant.** The term "Class 3" Participant shall refer to: 1) Eligible Regular Employees who were initially employed on or after July 1, 1999 and before April 1, 2010; and 2) Participants who are Eligible Regular Employees and who, pursuant to the Ordinance approved April 19, 1999, elected to be governed by the terms of the July 1, 1999 Plan. However, in the event that a Class 3 Participant becomes reemployed by the City on or after April 1, 2010, such Participant shall be treated as a Class 4 Participant or Class 5 Participant, as applicable. See paragraph 16(p)(ii) regarding reemployment on or after April 1, 2010. Notwithstanding the foregoing, effective on or after March 1, 2020, in the event that a Vested Class 3 Participant (i.e., a Participant who was Vested prior to his or her prior Termination) who did not withdraw Employee Contributions following such prior Termination becomes reemployed by the City on or after such date, such Participant shall be treated as a Class 3 Participant following reemployment.
- (iv) **Definition of Class 4 Participant (New Hires; Non-Vested Rehires on or after April 1, 2010).** The term "Class 4" Participant shall refer to:
- (A) A Participant who is an Eligible Regular Employee as defined in the April 1, 2010 Plan or who is a Municipal Legal Officer, and who is initially employed by the City on or after April 1, 2010;
 - (B) A Participant who is reemployed by the City on or after April 1, 2010 as an Eligible Regular Employee as defined in the April 1, 2010 Plan or as a Municipal Legal Officer and who was not Vested under the Plan as of the date of his or her Termination preceding said reemployment (applying Vesting requirement applicable to Employee as of date of Termination preceding said reemployment), regardless of whether such Eligible Regular Employee repays his or her Employee Contributions upon reemployment; or
 - (C) A Participant who is reemployed by the City on or after April 1, 2010, as an Eligible Regular Employee as defined in the April 1, 2010 Plan or as a Municipal Legal Officer, who was Vested under the Plan as of the date of his or her Termination preceding said reemployment (applying Vesting requirement applicable to Employee as of date of Termination preceding said reemployment) but withdrew his or her Employee Contributions upon Termination pursuant to paragraph 16(j)(v) and did not repay such Contributions pursuant to paragraph 16(j)(viii) upon reemployment. (But see paragraph 16(j)(ii) concerning withdrawal of pre-July 1, 1999 employee contributions made by Class 3 Participants.)

(v) **Definition of Class 5 Participant (Vested Rehires on or after April 1, 2010).** The term "Class 5" Participant shall refer to:

- (A) A Participant who is reemployed by the City on or after April 1, 2010 as an Eligible Regular Employee as defined in the April 1, 2010 Plan (except as provided below regarding certain Vested Class 3 Participants who did not withdraw their Employee Contributions and are reemployed on or after March 1, 2020) or as a Municipal Legal Officer, who was Vested under the Plan as of the date of his or her Termination preceding said reemployment (applying Vesting requirement applicable to Employee as of date of Termination preceding said reemployment), and who did not withdraw his or her Employee Contributions pursuant to paragraph 16(j)(v) following his or her prior Termination; or
- (B) A Participant who is reemployed by the City on or after April 1, 2010, as an Eligible Regular Employee as defined in the April 1, 2010 Plan or as a Municipal Legal Officer, who was Vested under the Plan as of the date of his or her Termination preceding said reemployment (applying Vesting requirement applicable to Employee as of date of Termination preceding said reemployment), and withdrew his or her Employee Contributions pursuant to paragraph 16(j)(v) but repays such Contributions pursuant to paragraph 16(j)(viii) upon reemployment.

Except as otherwise provided in paragraph 16(j)(ii) concerning withdrawal of pre-July 1, 1999, Employee Contributions made by Class 3 Participants, if said Participant has withdrawn and does not repay Employee Contributions upon reemployment in accordance with paragraphs 16(j)(viii) and 16(j)(ii), the Participant shall be considered a Class 4 Participant.

Notwithstanding any provision in this paragraph 16(a)(v) to the contrary, effective with respect to Eligible Regular Employees who were in Class 3 prior to April 1, 2010, and who become reemployed on or after March 1, 2020, in the event such an Eligible Regular Employee was Vested under the Plan on the date of his or her Termination prior to such reemployment and did not withdraw his or her Employee Contributions following such Termination, such Eligible Regular Employee shall again be a Class 3 Participant following such reemployment.

(vi) **Definition of Elected or Appointed Members of the Governing Authority or Municipal Legal Officers Governed by the July 1, 1999 Plan.** The term "Elected or Appointed Members of the Governing

Authority or Municipal Legal Officers Governed by the July 1, 1999 Plan" shall refer to: 1) Elected or appointed members of the Governing Authority or Municipal Legal Officers who initially take office on or after July 1, 1999, and before April 1, 2010; 2) Elected or appointed members of the Governing Authority who initially take office or return to office (following a vacation of office) on or after January 1, 2012; and 3) Elected or appointed members of the Governing Authority and Municipal Legal Officers who, pursuant to the Ordinance approved April 19, 1999, elected (affirmatively or by default) to be covered by the terms of the July 1, 1999 Plan and whose effective Retirement date is on or after January 1, 2000. However, see paragraph 16(p)(ii) regarding the effect of reemployment of a Municipal Legal Officer on or after April 1, 2010.

(vii) Definition of "Identified Senior Staff" (Certain Class 3, Class 4 and Class 5 Participants). The term 'Identified Senior Staff' shall refer to a Participant who meets the requirements to be a Class 3, Class 4 or Class 5 Participant and was employed in one (or more) of the following positions during the period of December 1, 2015, through January 17, 2023:

- (A) A position included in the Management Pay Scale in effect on January 17, 2023. Such positions were: Community Relations Director; Environmental Services Director; City Engineer; City Clerk; Economic Development Director; Library Director; Human Resources & Risk Management Director; Information Technology Director; Parks & Recreation Director; Community Development Director; Finance Director; Public Works Director; Police Chief; Fire Chief; Assistant City Administrator & Finance Director; Deputy City Administrator; and City Administrator; or**
- (B) A position other than those listed above that was considered Grade 24 or higher during the period of December 1, 2015, through April 4, 2022. Such positions were: Assistant Director, Parks & Recreation; Assistant Director, Public Works; Court Administrator; Special Projects Manager & Regional Liaison; Chief Building Official; Fire Battalion Chief; Fire Division Chief, Prevention; Fire Division Chief, Training; Police Major; Assistant Director, Information Technology; Deputy Fire Chief; or Deputy Police Chief.**

(b) Alternative Formulas for Elected or Appointed Members of the Governing Authority and Municipal Legal Officers.

- (i) The monthly Normal Retirement benefit shall be 1/12 of 2.0% of Final Average Earnings multiplied by years of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal**

Legal Officer. This formula applies to an elected or appointed member of the Governing Authority governed by the July 1, 1999 Plan and a Municipal Legal Officer governed by the July 1, 1999 Plan, provided such Municipal Legal Officer does not become reemployed as a Municipal Legal Officer on or after April 1, 2010. For purposes of this paragraph 16(b)(i), the term "Final Average Earnings" shall mean the average annual earnings of Eligible Regular Employees included in the most recent annual employee census report prepared in connection with the Plan's annual actuarial valuation and on file with GMEBS prior to the Participant's Termination. Said amount shall be determined by dividing the sum of the annual earnings for all Eligible Regular Employees reflected in the employee census report by the total number of Eligible Regular Employees whose annual earnings are reflected in said report (see paragraph 16(p)(ii) for treatment of Municipal Legal Officers who become reemployed on or after April 1, 2010).

- (ii) The monthly normal retirement benefit shall be 1/12 of 2.0% of Final Average Earnings multiplied by years of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer. This formula applies to a Municipal Legal Officer initially employed or reemployed on or after April 1, 2010, who is in Service on or after January 17, 2023 (see paragraph 16(p)(ii) regarding treatment of Municipal Legal Officers who are reemployed on or after April 1, 2010).**

- (c) Reserved.**

- (d) Maximum Benefits for Elected Officials. The monthly benefit cap for Service as an elected or appointed member of the Governing Authority set forth in Section 15(F) of the Adoption Agreement applies only to elected or appointed members of the Governing Authority and Municipal Legal Officers who: 1) initially take office or return to office on or after August 18, 2003, or 2) irrevocably elected prior to October 31, 2003, on forms provided for such purpose, to be subject to the 100% of final salary cap as described in Section 15(F) of the Adoption Agreement.**

- (e) In-Service Death Benefit for Class 3 Participants, Class 4 Participants, Class 5 Participants, and Elected Officials and Municipal Legal Officers Governed by the July 1, 1999 Plan. This subsection 16(e) shall apply to: 1) Class 3 Participants (as defined in paragraph 16(a)(iii)); 2) Class 4 Participants (as defined in paragraph 16(a)(iv)); 3) Class 5 Participants (as defined in paragraph 16(a)(v)); and 4) elected or appointed members of the Governing Authority or Municipal Legal Officers governed by the July 1, 1999 Plan (as defined in paragraph 16(a)(vi)).**

- (i) **Pre-Retirement Beneficiary.** If the employment or term of office of a Participant to whom this subsection 16(e) applies is Terminated by reason of his or her death on or after March 1, 2017, and prior to Retirement, a monthly benefit shall be payable to the Participant's designated Primary or Secondary Pre-Retirement Beneficiary, provided that: the Participant has attained at least age 30 and has at least 5 years of Total Credited Service as of his or her date of death. If there is no Primary or Secondary Pre-Retirement Beneficiary to whom this in-service pre-retirement death benefit is payable, then said benefit shall be payable to the Participant's surviving Spouse. In such case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. In the absence of a Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse), then a lump sum payment equal to 50% of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be payable to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary.
- (ii) **Benefit Amount; Commencement Date.** The Participant's Pre-Retirement Beneficiary shall be eligible to receive a monthly death benefit, commencing as of the first day of the month coinciding with or following the Participant's death. Said benefit shall be equal to 45% of the Participant's projected Monthly Retirement Benefit, except as otherwise provided in paragraph 16(e)(iii) below. For purposes of this Section, the term "projected Monthly Retirement Benefit" shall mean the Monthly Retirement Benefit calculated in the manner provided in Section 6.01 of the GMEBS Basic Plan Document as of the Participant's date of death, provided that the Participant's Total Credited Service shall include the amount of Credited Service accrued through the date of death, plus the additional Credited Future Service the Participant would have earned had he or she survived and remained employed with the Employer until his or her Normal Retirement Date. Benefits payable hereunder shall be adjusted as necessary in accordance with applicable laws and regulations, including but not limited to Section 401(a)(9) of the Internal Revenue Code and Treasury Regulation 1.401(a)(9)-6).
- (iii) **Alternative Benefit Amount; Auto A Benefit.** If, the Participant's Pre-Retirement Beneficiary is his or her surviving Spouse and it results in a higher monthly death benefit than the 45% projected retirement benefit described in paragraph 16(e)(ii) above, the Participant's surviving Spouse shall be entitled to receive the Auto A in-service death benefit described in Section 8.03 of the GMEBS Basic Plan Document (assuming immediate, non-deferred payment to the Spouse and no service add-on). Benefits payable hereunder shall be adjusted as necessary in accordance with applicable laws and regulations,

including but not limited to Section 401(a)(9) of the Internal Revenue Code and Treasury Regulation 1.401(a)(9)-6).

(f) In-Service Death Benefit for Class 1 and 2 Participants and Elected Officials and Municipal Legal Officers Governed by Pre-July 1, 1999 Plan.

Notwithstanding any provision to the contrary, if (i) pursuant to the Ordinance approved April 19, 1999, a Participant elected to remain subject to the terms of the Pre-July 1, 1999 Plan, (ii), the Participant did not become reemployed on or after July 1, 1999, and (iii) the employment or term of office of said Participant is Terminated by reason of his or her death on or after March 1, 2017, and prior to Retirement, then the Auto A in-service death benefit shall be payable to the Participant's designated Primary or Secondary Pre-Retirement Beneficiary in accordance with Section 8.03 of the Basic Plan Document. If there is no Primary or Secondary Pre-Retirement Beneficiary to whom this in-service pre-retirement death benefit is payable, then said benefit shall be payable to the Participant's surviving Spouse. In such case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. In the absence of a Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse), then a lump sum payment equal to 50% of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be payable to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary. The benefit shall be no less than \$50.00 per month. Benefits payable hereunder shall be adjusted as necessary in accordance with applicable laws and regulations, including but not limited to Section 401(a)(9) of the Internal Revenue Code and Treasury Regulation 1.401(a)(9)-6).

(g) Terminated Vested Death Benefit for Class 3 Participants, Class 4 Participants, Class 5 Participants, and Elected Officials and Municipal Legal Officers Governed by the July 1, 1999 Plan. This subsection 16(g) shall apply to: 1) Class 3 Participants (as defined in paragraph 16(a)(iii)); 2) Class 4 Participants (as defined in paragraph 16(a)(iv)); 3) Class 5 Participants (as defined in paragraph 16(a)(v)); and 4) elected or appointed members of the Governing Authority or Municipal Legal Officers governed by the July 1, 1999 Plan (as defined in paragraph 16(a)(vi)), who Terminate Employment on or after March 1, 2017.

(i) Pre-Retirement Beneficiary. If a Terminated Vested Participant to whom this subsection 16(g) applies dies on or after March 1, 2017, and prior to his or her effective Retirement date, a monthly benefit shall be payable to the Participant's designated Primary or Secondary Pre-Retirement Beneficiary, provided that the Participant has attained at least age 30 and has a Vested right in his or her Retirement Benefit as of his or her date of death. If there is no Primary or Secondary Pre-Retirement Beneficiary to whom this Terminated Vested pre-

retirement death benefit is payable, then said benefit shall be payable to the Participant's surviving Spouse. In such case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. In the absence of a Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse), then a lump sum payment equal to 50% of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be payable to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary.

- (ii) **Benefit Amount.** If the requirements of paragraph 16(g)(i) are met, the Participant's Pre-Retirement Beneficiary shall be eligible to receive a monthly benefit, computed as follows, assuming payment of the benefit will commence no sooner than the first day of the month following what would have been the Participant's earliest Retirement date (e.g., Early or Normal Retirement Date; see paragraph 16(g)(iii) below concerning payment of benefits commencing before the Participant's earliest Retirement Date):

- (A) For those Participants with less than 16 years of Total Credited Service as of the date of death, the Pre-Retirement Beneficiary's monthly benefit shall be equal to 30% of the Participant's accrued Monthly Retirement Benefit as of the date of death.
- (B) For those Participants with 16 or more years of Total Credited Service as of the date of death, the Pre-Retirement Beneficiary's monthly benefit shall be equal to 45% of the Participant's accrued Monthly Retirement Benefit as of the date of death.

Benefits payable hereunder shall be adjusted as necessary in accordance with applicable laws and regulations, including but not limited to Section 401(a)(9) of the Internal Revenue Code and Treasury Regulation 1.401(a)(9)-6).

- (iii) **Benefit Commencement Date; Actuarial Equivalence.** In the event the Participant's Pre-Retirement Beneficiary is not the Participant's surviving Spouse, or in the event the Participant's Pre-Retirement Beneficiary is his or her surviving Spouse but does not defer payment of benefits until after what would have been the Participant's earliest Retirement date such that payment of benefits under Section 16(g)(ii) above commence sooner than the first day of the month following what would have been the Participant's earliest Retirement date (Early or Normal Retirement Date, as applicable), the monthly death benefit shall be Actuarially Equivalent to the benefit that would have been payable had payment been deferred until the first day of the month following what would have been the Participant's earliest Retirement date.

- (h) **Terminated Vested Death Benefit for Class 1 and 2 Participants and Elected Officials and Municipal Legal Officers Governed by Pre-July 1, 1999 Plan.** Notwithstanding any provision to the contrary, in the event a Vested Participant who (i) elected, pursuant to the Ordinance approved April 19, 1999, (affirmatively or by default) to remain subject to the terms of the Pre-July 1, 1999 Plan, (ii) does not become reemployed on or after July 1, 1999, and (iii) Terminates employment on or after March 1, 2017, dies before his or her effective Retirement date, then the Auto A Terminated Vested death benefit shall be payable to the Participant's designated Primary or Secondary Pre-Retirement Beneficiary in accordance with Section 8.09 of the Basic Plan Document. If there is no Primary or Secondary Pre-Retirement Beneficiary to whom this Terminated Vested pre-retirement death benefit is payable, then said benefit shall be payable to the Participant's surviving Spouse. In such case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. In the absence of a Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse), then a lump sum payment equal to 50% of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be payable to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary pursuant to this subsection. Benefits payable hereunder shall be adjusted as necessary in accordance with applicable laws and regulations, including but not limited to Section 401(a)(9) of the Internal Revenue Code and Treasury Regulation 1.401(a)(9)-6).
- (i) **Designation of Primary and Secondary Pre-Retirement Beneficiaries Governed by Basic Plan Document.** Effective on or after March 1, 2017, designation of Pre-Retirement Beneficiaries shall be governed by the applicable provisions of Article VIII of the Basic Plan Document.
- (j) **Employee Contributions.**
- (i) **Authorization.** Each Eligible Employee, elected or appointed member of the Governing Authority, or Municipal Legal Officer who meets the qualifications for participation in the Plan shall provide written authorization for the City to deduct from his or her Earnings any contributions required of him or her as provided in the Adoption Agreement and shall file such forms or information as shall be required by the Pension Committee, which shall include the individual's acceptance of the terms and conditions of the Plan.
- (ii) **Class 3 Participants May Withdraw Pre-July 1, 1999 Contributions Without Penalty Upon Termination.** A Class 3 Participant (as defined in paragraph 16(a)(iii) above) shall be entitled to receive in a lump sum upon his or her Termination after January 1, 2000, all Employee Contributions credited to his or her individual account up until June 30, 1999, plus 5% interest thereon compounded annually and applied once a year as of July 1, 2000, and each July 1 thereafter through the

July 1 coinciding with or preceding the date of his or her Termination. Withdrawal of contributions in accordance with this subsection shall not result in the forfeiture of any service credit by the Participant. If the Participant has made Employee Contributions to the Plan after July 1, 1999, he or she may also request withdrawal of said Contributions in accordance with and subject to the conditions of paragraphs 16(j)(iv)-(ix) below. Pre-July 1, 1999 Employee Contributions withdrawn pursuant to this paragraph may not be repaid to the Plan upon a former Participant's return to employment with the Employer. If a Participant's employment is Terminated by reason of death, then any amount payable pursuant to this paragraph shall be paid in a lump sum to the Participant's estate and no further benefit shall be payable under this paragraph 16(j)(ii).

- (iii) **Class 2 Participants Subject to Rules of Predecessor Plan on Withdrawal of Employee Contributions.** With respect to withdrawal of Employee Contributions made before and after July 1, 1999, Class 2 Participants (as defined in paragraph 16(a)(ii)) shall remain subject to the terms of Article III, Section 3d, and Article VII, Section 3b. - f. and Article IX, Section 1c. - e. of the Pre-July 1, 1999 Retirement Plan. Said terms are incorporated herein by reference.
- (iv) **Non-Vested Participants Required to Withdraw Post-July 1, 1999 Contributions Upon Termination.** Except as provided in paragraph 16(j)(iii) above, if a non-vested Participant's employment is Terminated for any reason other than death after July 1, 1999, he or she shall request that his or her Employee Contributions, if any, made on or after July 1, 1999, be withdrawn.
- (v) **Vested Participants May Withdraw Contributions Made After July 1, 1999 Upon Termination.** Except as provided in paragraph 16(j)(iii) above, if a Vested Participant's employment is Terminated after July 1, 1999, for any reason other than death or Retirement, he or she may request that his or her Employee Contributions made on or after July 1, 1999 be withdrawn, unless the Participant chooses to claim his or her Vested benefit, in which case his or her Employee Contributions shall not be withdrawn pursuant to this paragraph.
- (vi) **Procedure for Withdrawal.** Upon the Participant's Termination, the Pension Committee shall provide notice to the Participant of his or her opportunity to withdraw said Employee Contributions, and the Participant shall have 60 days after receipt of such notice to submit a request for withdrawal on a form provided for that purpose. Failure to make such a request within this 60-day period shall result in forfeiture of a Vested Participant's right to request withdrawal upon Termination and shall result in forfeiture of a non-vested Participant's right to the accrual of further interest. If the Participant withdraws his or her post-July 1, 1999 Employee Contributions pursuant to this paragraph, he or she shall forfeit for him or herself, his or her heirs and assigns all of his or her rights, title, and interest in the Plan with respect to Service on or after July 1, 1999, and the amount of any benefit payable for Service

prior to July 1, 1999, shall be determined in accordance with the terms of the Plan in effect on June 30, 1999, except as provided in paragraph 16(j)(viii) below (see also paragraph 16(p)(ii) below concerning effect of reemployment on or after April 1, 2010). Employee Contributions shall be returned to the Participant within 90 days of receipt of the Participant's request. A partial withdrawal of Employee Contributions under this paragraph is not permitted.

- (vii) **Interest on Post-July 1, 1999 Contributions.** A Participant who timely requests withdrawal of his or her post-July 1, 1999 Contributions shall be entitled to receive all Employee Contributions credited to his or her individual account from July 1, 1999, through the date of his or her Termination, which shall include 5% interest on Contributions made by the Participant, compounded annually and applied once a year as of July 1, 2000 and each July 1 thereafter through the July 1 coinciding with or preceding the date of his or her Termination.
- (viii) **Repayment of Contributions.** If a Participant withdraws his or her post-July 1, 1999 Employee Contributions upon Termination, and if he or she later resumes employment with the Employer in an Eligible Employee class, then any service credit he or she forfeited by virtue of his or her withdrawal may be reinstated upon his or her reemployment, provided that: 1) he or she satisfies the Plan's break in service rules, as applicable; 2) he or she repays in a lump sum all amounts previously withdrawn plus 5% interest compounded annually from the date of return of Contributions through the date of repayment; and 3) the amount due is paid in full within six (6) months of his or her resumption of employment (see also paragraph 16(p)(ii) below concerning effect of reemployment on or after April 1, 2010). To the extent permitted by applicable law and the GMEBS Basic Plan Document, Participants may utilize 457(b) trustee-to-trustee transfers or rollovers to effect said repayment.
- (ix) **No Withdrawal While Employed.** A Participant may not withdraw his or her Employee Contributions from the Plan as long as he or she remains in the employment of the City and a Participant may not borrow against his or her Employee Contributions at any time.
- (x) **Application of Modified Definition of Earnings.** The exclusion of overtime pay in the Modified Definitions of Earnings in Section 6 of this General Addendum that is applicable to Class 4 and Class 5 Participants shall apply with respect to Employee Contributions.
- (xi) **Payment of Additional Employee Contributions from April 1, 2014 - December 31, 2015, by Elected or Appointed Members of the Governing Authority Who Initially Took Office on January 1, 2012.** Elected or appointed members of the Governing Authority who initially took office on January 1, 2012, and who held such office on April 1, 2014 (i.e., Andrea Blustein, Charles Welch, Ron Fennell and Susan Deese Wilkinson) were required pay Employee Contributions in the amount of 3.25% of Earnings; provided, however, that from April 1, 2014-December 31, 2015, such elected or appointed members of the

Governing Authority were required to make additional Employee Contributions in the amount of \$61.63 per monthly pay period. Such Employee Contributions shall be picked up by the Employer and treated as pre-tax pursuant to IRC Section 414(h). The failure to make the additional Employee Contributions will result in a Participant's forfeiture, on behalf of himself/herself, his/her heirs and assigns, of all his/her rights, title and interest in Credited Service under the Plan for the period of January 1, 2012 through March 31, 2014.

- (k) **Former Employees Who Return to Employment After July 1, 1999, and Before April 1, 2010.** If an Employee or Retired Participant's employment or term of office with the City Terminated prior to July 1, 1999, and he or she did not have the opportunity, pursuant to the Ordinance approved April 19, 1999, to elect whether to be covered by the terms of the Pre-July 1, 1999 Plan or the July 1, 1999 Plan, and if said former Employee or Retired Participant returns to employment with the Employer on or after July 1, 1999 and before April 1, 2010, his or her rights and obligations under the Plan upon reemployment shall be determined in accordance with the terms of the July 1, 1999 Plan, as amended. However, if the Employee or Retired Participant's reemployment occurs more than one (1) year after his or her previous Termination, the amount of any Retirement or death benefit payable to or on behalf of the Employee or Retired Participant for Service prior to July 1, 1999, shall be determined in accordance with the applicable benefit formula and the definition of Final Average Earnings (if applicable) in effect as of the Employee or Retired Participant's previous Termination. However, if the Employee or Retired Participant first or again returns to employment with the Employer on or after April 1, 2010, then his or her entitlement to benefits and the amount of any benefits payable shall be determined in accordance with subsection 16(p) below.
- (l) **Certain Former Class 1 Participants.** If a Participant was classified as a Class 1 Participant under the Pre-July 1, 1999 Retirement Plan and Terminated prior to July 1, 1999, without having the opportunity, pursuant to the Ordinance approved April 19, 1999, to elect whether to be covered by the terms of the Pre-July 1, 1999 Retirement Plan or the July 1, 1999 Plan, and if, as provided in Article VII, Section 3d. of the Pre-July 1, 1999 Plan, the Participant had sufficient Total Credited Service but had not attained the required age upon his or her Termination to qualify for Normal Retirement or Early Retirement pursuant to the Rule of 85 or Article 1V, Section 3a of the Predecessor Plan respectively, and did not withdraw his or her Employee Contributions upon his or her prior Termination, the Participant shall continue to be eligible to apply for the former Class 1 Normal or Early Retirement benefit upon satisfying the age requirement for same. If said former Participant became reemployed with the City before April 1, 2010, and more than one (1) year after the Participant's previous Termination of employment, then the amount of any Retirement or death benefit payable to or on behalf of the Participant for Service prior to July 1, 1999, shall be

determined in accordance with the applicable benefit formula and the definition of Final Average Earnings (if applicable) in effect as of the Participant's previous Termination. However, if the Participant first or again becomes reemployed with the City on or after April 1, 2010, the Participant's entitlement to benefits and the amount of any benefits payable shall be determined in accordance with subsection 16(p) below.

- (m) **Employer Contributions.** The City shall make the necessary Contributions to fund that portion of the Retirement Plan not met by Employee Contributions. The amount of these Contributions shall be based upon the actuarial assumptions adopted by the Board of Trustees, the benefits provided in this Plan, the number of Participants and their respective ages, Earnings, and lengths of Creditable Service, and such other factors as the Board of Trustees shall deem appropriate to assure proper funding of this Plan. Contributions by the Employer shall be applied as necessary to assure the payment of Accrued Benefits to Participants and Beneficiaries.
- (n) **Reserved.**
- (o) **Trust Agreement.** The terms of the April 19, 1999, Trust Agreement between the City of Smyrna, the Board of Trustees of the Retirement Plan for the City of Smyrna, and GMEBS are incorporated herein by reference and shall govern; provided, however, that Section VI of such Trust Agreement shall not apply and provided further that in the event of a conflict between the terms of the April 19, 1999, Trust Agreement and the terms of any provision of the GMEBS Trust Agreement, GMEBS Basic Plan Document, GMEBS Bylaws or GMEBS Rules and Regulations ("GMEBS Governing Documents"), the applicable terms of said GMEBS Governing Documents, shall control.
- (p) **April 1, 2010 Plan; Treatment of Elected or Appointed Members of the Governing Authority Who Take Office on or after April 1, 2010 (First or Following Vacation of Office); Treatment of Participants (Including Municipal Legal Officers and Eligible Regular Employees) Who are Newly Employed or Reemployed on or after April 1, 2010.**
 - (i) **April 1, 2010 Plan.** Except as expressly provided herein and in paragraphs 16(a)(iii) and 16(a)(v) above with respect to certain Vested Class 3 Participants who return to employment on or after March 1, 2020, Eligible Regular Employees and Municipal Legal Officers initially employed or reemployed on or after April 1, 2010, are subject to the terms and conditions of the April 1, 2010 Plan governing Class 4 or Class 5 Participants (as applicable), notwithstanding any prior participation in the City's defined benefit plan (except as otherwise

provided in this subsection 16(p) below concerning calculation of benefits for service prior to reemployment).

(ii) **Treatment of Eligible Regular Employees and Municipal Legal Officers Initially Employed or Reemployed on or after April 1, 2010.** This provision applies to all Eligible Regular Employees and Municipal Legal Officers initially employed or reemployed on or after April 1, 2010.

(A) **New Hires.** All Eligible Regular Employees and Municipal Legal Officers initially employed on or after April 1, 2010, shall be subject to the terms and conditions of this Plan applicable to Class 4 Participants (as defined in paragraph 16(a)(iv)) as described in the Adoption Agreement and this Addendum, subject to any future plan amendments.

(B) **Re-Hires; Generally.** Eligible Regular Employees and Municipal Legal Officers who are reemployed on or after April 1, 2010, shall be subject upon reemployment to the terms and conditions of this Plan applicable to Class 4 or Class 5 Participants (as defined in paragraphs 16(a)(iv) and 16(a)(v), respectively), as applicable and as described in the Adoption Agreement and this Addendum, subject to any future plan amendments. Notwithstanding the foregoing, effective on or after March 1, 2020, in the event that a Vested Class 3 Participant (i.e., a Class 3 Participant who was Vested prior to said Participant's prior Termination) who did not withdraw Employee Contributions following the Participant's prior Termination becomes reemployed by the City on or after such date, such Participant shall be treated as a Class 3 Participant following reemployment for all purposes under the Plan.

(C) **Re-Hires Who Were Not Vested Upon Prior Termination.** In the event that a Participant who was an Eligible Regular Employee in any class or a Municipal Legal Officer becomes reemployed by the City as an Eligible Regular Employee or Municipal Legal Officer on or after April 1, 2010, and said Participant was not Vested under this Plan as of the date of the Participant's Termination preceding said reemployment (applying Vesting requirements applicable as of said Termination date), such Eligible Regular Employee or Municipal Legal Officer shall be classified as a Class 4 Participant (as defined in paragraph 16(a)(iv)) upon reemployment (regardless of whether the Participant withdrew and/or repays Employee Contributions upon reemployment).

Such Eligible Regular Employee or Municipal Legal Officer shall be required to meet the Vesting and benefit eligibility requirements applicable to Class 4 Participants with respect to all years of Credited Service. The Eligible Regular Employee's or Municipal Legal Officer's Normal Retirement benefit for all years of Credited Service shall be computed in accordance with the benefit formula applicable to Class 4 Participants, provided that:

- (1) If such Eligible Regular Employee or Municipal Legal Officer repays withdrawn Employee Contributions pursuant to the provisions of paragraph 16(j)(viii), said individual's prior Credited Service shall count for purposes of meeting the applicable minimum Service requirements for Vesting and benefit eligibility and for purposes of computing the amount of benefit payable; and
- (2) If such Eligible Regular Employee or Municipal Legal Officer does not repay withdrawn Employee Contributions pursuant to paragraph 16(j)(viii), the individual's prior service with the Employer shall not count for any purpose under the Plan.

- (D) **Re-Hires Who Were Vested Upon Prior Termination.** In the event a Participant who was an Eligible Regular Employee in any class or a Municipal Legal Officer becomes reemployed by the City as an Eligible Regular Employee or Municipal Legal Officer on or after April 1, 2010, and said Participant was Vested under this Plan as of the Participant's date of Termination preceding said reemployment (applying Vesting requirements applicable as of said Termination date), such Eligible Regular Employee or Municipal Legal Officer shall be classified as a Class 5 Participant (as defined in paragraph 16(a)(v)) upon reemployment, except as otherwise provided in subparagraph 16(p)(ii)(E) below concerning the effect of withdrawal of Employee Contributions. Such Eligible Regular Employee or Municipal Legal Officer shall be required to meet the Vesting requirements applicable to Class 5 Participants to be Vested in the portion of the Participant's Normal Retirement benefit attributable to period(s) of Credited Service following reemployment on or after April 1, 2010. However, prior Credited Service with the Employer and Credited Service under other GMEBS member employer retirement plans may be used for purposes of meeting the minimum Service requirements for Vesting and benefit eligibility applicable to Class 5 Participants. If a Class 5 Participant again Terminates employment before

satisfying the Vesting requirements applicable to Class 5 Participants and is not thereafter reemployed, said Participant shall be subject to the benefit eligibility requirements applicable to the Participant before the Participant's reemployment as a Class 5 Participant with respect to Service prior to such reemployment. Notwithstanding the foregoing, effective on or after March 1, 2020, in the event that a Vested Class 3 Participant (i.e., a Participant who was Vested before the Participant's prior Termination) who did not withdraw Employee Contributions following the Participant's prior Termination becomes reemployed by the City on or after March 1, 2020, such Participant shall be treated as a Class 3 Participant following reemployment for all purposes under the Plan.

(E) Effect of Withdrawal of Contributions; Failure to Repay. Notwithstanding any other provisions of this Addendum or the Adoption Agreement to the contrary, if an Eligible Regular Employee or Municipal Legal Officer described in subparagraph 16(p)(ii)(D) withdrew Contributions pursuant to paragraph 16(j)(v) following Termination and preceding such individual's reemployment on or after April 1, 2010, then upon reemployment such Employee shall be classified as a Class 4 Participant and shall be subject to the provisions of subparagraph 16(p)(ii)(C) unless the Eligible Regular Employee or Municipal Legal Officer repays withdrawn Employee Contributions upon reemployment pursuant to paragraph 16(j)(viii).

(iii) Treatment of Elected or Appointed Members of the Governing Authority Who Take Office on or After April 1, 2010. Elected or appointed members of the Governing Authority who first took such office on or after April 1, 2010, but prior to April 1, 2014, or who returned to office on or after April 1, 2010, but prior to April 1, 2014 (following a vacation of office), were ineligible to participate in this Plan. However, effective April 1, 2014, all elected or appointed members of the Governing Authority who initially took such office on January 1, 2012, and who held such office as of April 1, 2014, were required to participate in this Plan and be governed by the terms of the July 1, 1999 Plan (see Adoption Agreement Section 13(A)(2) and Section 19, and paragraph 16(j)(xi) of this addendum concerning Credited Past Service for such elected or appointed members of the Governing Authority and the requirement for additional Employee Contributions from April 1, 2014 - December 31, 2015). Elected or appointed members of the Governing Authority who initially take office or return to office on or after April 1, 2014, are required to participate in this Plan and shall be governed by the terms of the July 1, 1999 Plan as of the date on which they take or return to such office.

- (q) **Vesting Requirements for Participants Who Are Identified Senior Staff; Effect of Reclassification in Position That Is Not Identified Senior Staff.** This subsection applies to Class 3, Class 4 and Class 5 Participants (as defined in paragraphs 16(a)(iii), 16(a)(iv) and 16(a)(v), respectively) who are Identified Senior Staff (as defined in paragraph 16(a)(vii)), and who become Vested after accruing at least five (5) years of Total Credited Service as provided in Section 17(A) of the Adoption Agreement.
- (i) **Change to Non-Identified Senior Staff Position Without Termination of Employment.** In the event such a Participant subsequently, but without Terminating employment and becoming reemployed, and while continuing to satisfy the eligibility requirements for participation in the Plan, moves to a position that is not included in Identified Senior Staff, the Participant shall be considered Vested with respect to future Credited Service as an Eligible Employee under the Plan and shall remain subject to the 55 & 5 Early Retirement and 65 & 5 Normal Retirement qualifications applicable to Class 3 Participants and to Class 4 and Class 5 Participants who have been Identified Senior Staff. In the event the Participant subsequently Terminates employment and becomes reemployed as an Eligible Employee in a position that is not included in Identified Senior Staff, then with respect to Credited Service relating to the Participant's period of reemployment, the Participant shall be subject to the Vesting requirements and Early and Normal Retirement qualifications that are applicable to Class 5 Participants (or Class 3 Participants, if the Participant was previously a Vested Class 3 Participant, did not withdraw Employee Contributions following Termination, and became reemployed on or after March 1, 2020, as a Class 3 Participant, as provided in paragraphs 16(a)(iii), 16(a)(v) and 16(p)(ii) above) who are not employed in positions included in Identified Senior Staff, unless such Participant again becomes employed in a position that is included in Identified Senior Staff.
- (ii) **Reclassification in a Non-Identified Senior Staff Position Following Termination of Employment and Subsequent Reemployment.** In the event such a Participant Terminates employment and is subsequently reemployed as an Eligible Employee in a position not included in Identified Senior Staff, then with respect to Credited Service relating to the Participant's period of reemployment, the Participant shall be subject to the Vesting requirements and Early and Normal Retirement qualifications that are applicable to Class 5 Participants (or Class 3 Participants, if the Participant was previously a Vested Class 3 Participant, did not withdraw Employee Contributions following Termination, and became reemployed on or after March 1, 2020, as a Class 3 Participant, as provided in paragraphs 16(a)(iii), 16(a)(v) and 16(p)(ii) above) who are not in positions included in Identified Senior

Staff, unless such Participant again becomes employed in a position that is included in Identified Senior Staff.

- (iii) **Reclassification in Non-Identified Senior Staff Position Following Change to Ineligible Employee and Subsequently Becoming an Eligible Employee under the Plan.** In the event such a Participant becomes ineligible to participate in the Plan (e.g., works less than the required number of hours per week for participation in the Plan) and, without Terminating employment, again becomes an Eligible Employee in a position not included in Identified Senior Staff, the Participant shall be considered Vested with respect to future Credited Service as an Eligible Employee under the Plan and shall remain subject to the 55 & 5 Early Retirement and 65 & 5 Normal Retirement qualifications applicable to Class 3 Participants and to Class 4 and Class 5 Participants who have been Identified Senior Staff. If the Participant subsequently Terminates employment and becomes reemployed as an Eligible Employee in a position not included in Identified Senior Staff, then with respect to Credited Service relating to the Participant's period of reemployment, the Participant shall be subject to the Vesting requirements and Early and Normal Retirement qualifications that are applicable to Class 5 Participants (or Class 3 Participants, if the Participant was previously a Vested Class 3 Participant, did not withdraw Employee Contributions following Termination, and became reemployed on or after March 1, 2020, as a Class 3 Participant, as provided in paragraphs 16(a)(iii), 16(a)(v) and 16(p)(ii) above) who are not in positions included in Identified Senior Staff, unless such Participant again becomes employed in a position that is included in Identified Senior Staff.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Smyrna, Georgia this _____ day of _____, 20____.

Attest:

CITY OF SMYRNA, 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