

CITY OF MARATHON, FLORIDA  
RESOLUTION 2011-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY OF MARATHON EMPLOYEE RETIREMENT PLAN ADMINISTERED BY THE ICMA RETIREMENT CORPORATION IN ACCORDANCE WITH SECTION 401 OF THE INTERNAL REVENUE CODE TO APPLY AN AMENDED CONTRIBUTION FOR NEW FULL TIME EMPLOYEE RETIREMENT PLANS FOR THOSE HIRED AFTER AUGUST 9, 2011; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the ICMA Retirement Corporation administers the City of Marathon (the "City") Employee pension plan (the "Plan"); and

**WHEREAS**, the City wishes to amend the plan in the form of the ICMA Retirement Corporation governmental money purchase plan and trust adoption agreement (the "Agreement") in accordance with Section 401 of the Internal Revenue Code; and

**WHEREAS**, the amended agreement changes the fixed employer contribution to five percent of earnings for employees eligible to participate in the Plan on or after August 1, 2011 or those eligible to participate in the plan on or After August 1, 2011 and do not have any period of severance on or after August 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA**, that:

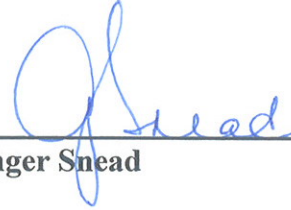
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The attached amended Agreement with the ICMA Retirement Corporation is approved; a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the amended Agreement and expend budgeted funds on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 9<sup>th</sup> day of August, 2011.

**THE CITY OF MARATHON, FLORIDA**



**Mayor Ginger Snead**

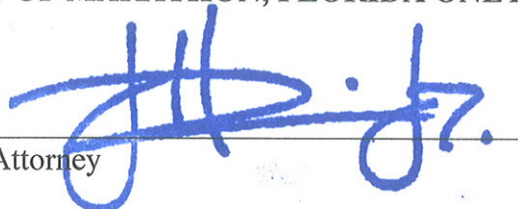
AYES:           Cinque, Keating, Ramsay, Worthington, Snead  
NOES:           None  
ABSENT:       None  
ABSTAIN:      None

**ATTEST:**

  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
City Attorney

**ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT**

PLAN NUMBER 10- 9122

The Employer hereby establishes a Money Purchase Plan and Trust to be known as City of Marathon Pension Plan (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust (MPP 01/01/06).

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes       No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

City of Marathon Pension Plan

I. Employer: City of Marathon [902]

II. The Effective Date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified: July 16, 2000 (e.g., January 1, 2006 for the MPP 01/01/06 Plan)

III. Plan Year will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on 10/1 and each anniversary thereof.

IV. Normal Retirement Age shall be age 59.5 (not to exceed age 65). [288]

V. ELIGIBILITY REQUIREMENTS:

1. The following group or groups of Employees are eligible to participate in the Plan:

- \_\_\_\_\_ All Employees
- \_\_\_\_\_ All Full Time Employees
- \_\_\_\_\_ Salaried Employees
- \_\_\_\_\_ Non union Employees
- \_\_\_\_\_ Management Employees
- \_\_\_\_\_ Public Safety Employees
- \_\_\_\_\_ General Employees
- Other Employees (specify describe the group(s) of eligible employees below)

All full-time Employees except any Employee who is included in a unit of Employees represented by a labor organization whose retirement benefits are subject to good-faith bargaining.

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. Also, the eligibility requirements for participation in the Plan cannot be such that Employees become Participants only in the Plan Year in which the Employees terminate employment (i.e., stand-alone final pay plans).

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) 60 days.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is 18 (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows (choose all that apply):

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If section B or C is chosen, please complete section D. Section E is optional.)

- A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant       % of Earnings or \$       for the Plan Year (subject to the limitations of Article V of the Plan). **SEE ATTACHED INSERT**

Mandatory Participant Contributions

are required  are not required

to be eligible for this Employer Contribution.

- B. Mandatory Participant Contributions for Plan Participation. A Participant is required to contribute (subject to the limitations of Article V of the Plan) N/A

(i)       % of Earnings,

(ii) \$      , or

(iii) a whole percentage of Earnings between the range of        (insert range of percentages between 0% and 20% (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employer in accordance with guidelines and procedures established by the Employer

for the Plan Year as a condition of participation in the Plan. A Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory Participant Contributions.<sup>1</sup>

Yes  No

[62]

- C. Mandatory Participant Contributions for this Portion of the Plan. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute 0 (insert range of percentages between 0% and 20% (e.g., 3%, 6%, or 20%; 5% to 7%)) of the Employee's Earnings to the Plan for each Plan Year (subject to the limitations of Article V of the Plan).

<sup>1</sup> Neither an IRS advisory letter nor a de-termination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are picked up by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings, however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2007-4 (or subsequent guidance).

A Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Participant in this portion of the Plan.

The Employer hereby elects to "pick up" the Mandatory Participant Contributions.<sup>2</sup>

Yes  No

[621]

- D. Election Window. Newly eligible Employees shall be provided an election window of N/A days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

**Fixed Employer Match of Voluntary Participant Contributions.**

The Employer shall contribute on behalf of each Participant \_\_\_\_% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_% of Earnings or \$\_\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

**Variable Employer Match of Voluntary Participant Contributions.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_% of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding \_\_\_\_% of Earnings or \$\_\_\_\_\_);

PLUS \_\_\_\_% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_% of Earnings or \$\_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$\_\_\_\_\_ or \_\_\_\_% of Earnings, whichever is \_\_\_\_ more or \_\_\_\_ less.

2. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan.

Yes  No

3. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Biweekly

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<sup>2</sup> See footnote 1 on the previous page.

4. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

N/A

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- (a) Overtime

Yes  No

- (b) Bonuses

Yes  No

- (c) Other Pay (specifically describe any other types of pay to be included below)

Earnings as defined in Section 2.09 of the 401 Governmental Money Purchase Plan & Trust Basic Document

VIII. The Employer will permit rollover contributions in accordance with Section 4.11 of the Plan.

Yes  No

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Sections 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (f) of the Plan will apply unless another method has been indicated below.

Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The limitation year is the following 12 consecutive month period:

\_\_\_\_\_

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent -- from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	<del>100%</del> %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

Yes     No [751]

XII.

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options): [646:8]

- Normal Retirement Age
- Age 70½
- Not permitted at any age

2. Tax-free distributions of up to \$3,000 for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

Yes     No (Default) [646:3]

XIII. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07.

Yes     No (Default) [646:7]

XIV. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- A.  Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required. [646:6]
- B.  Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (This is the default provision under the Plan if no selection is made.) [646:6]
- C.  QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. [642:8]  
[646:6]

XV. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. N/A

Final Pay shall be defined as (select one):

- A.  Accrued unpaid vacation
- B.  Accrued unpaid sick leave
- C.  Accrued unpaid vacation and sick leave
- D.  Other (insert definition of final pay): .....

that would otherwise be payable to the Employee in cash upon termination.

- 1.  **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2.  **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of final pay to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked. If the employer elects to "pick up" these amounts, in no event does the Employee have the option of receiving the pick-up contribution amount directly.

The Employer hereby elects to "pick up" the Employee Designated Final Pay Contribution thereby treating such contributions as Employer-made contributions for federal income tax purposes.

Yes  No

[621]

XVI. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions if either 1 or 2 is selected below. N/A

Accrued Leave shall be defined as (select one):

- A.  Accrued unpaid vacation
- B.  Accrued unpaid sick leave
- C.  Accrued unpaid vacation and sick leave
- D.  Other (insert definition of final pay): .....

that would otherwise be payable to the Employee in cash.

- 1.  **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):
  - For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_(insert number of hours/days/weeks) to the Plan (subject to the limitations of Article V of the Plan).
  - For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant \_\_\_\_\_ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).



2. Employee Designated Accrued Leave Contribution.

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of accrued unpaid leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked. If the employer elects to "pick up" these amounts, in no event does the Employee have the option of receiving the pick-up contribution amount directly.

The Employer hereby elects to "pick up" the Employee Designated Final Pay Contribution thereby treating such contributions as Employer-made contributions for federal income tax purposes.

Yes  No

[621]

In order to allow for Final Pay Contributions and/or Accrued Leave Contributions, as defined in sections XV and XVI above, the Plan must also include additional sources of ongoing contributions, such as Fixed Employer Contributions or Mandatory Participant Contributions. In accordance with IRS Guidance, ICMA-RC will not process Final Pay Contribution or Accrued Leave Contribution Features as part of a "Stand Alone" Final Pay Plan.

XVII. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVIII. The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan.

XIX. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XX. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XXI. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 2<sup>nd</sup> day of July, 2011.

EMPLOYER

ICMA RETIREMENT CORPORATION  
777 North Capital St., NE  
Washington, DC 20002-4240  
202-962-8096

By: [Signature]  
Print Name: ROGER HEINSTAT  
Title: CITY MANAGER  
Attest: [Signature]

By: [Signature]  
Print Name: Kathryn B. McGrath  
Title: Senior Vice President, Secretary & General Counsel  
Attest: [Signature]

ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT

INSERT FOR SECTION VI, 1 -- FIXED EMPLOYER CONTRIBUTIONS

- A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 5% of Earnings for an Employee who is first eligible to participate in the Plan on or after August 1, 2011 or who is eligible to participate in the Plan on or after August 1, 2011 following any Period of Severance; 10% of Earnings for an Employee who was first eligible to participate in the Plan before August 1, 2011 and who does not have any Period of Severance on or after August 1, 2011 % of Earnings or \$ 0 for the Plan Year (subject to the limitations of Article VI of the Plan.