

9:15 A. M. 8.

Second Reading and Public Hearing

b. **ORDINANCE 11-001 OF THE CITY OF SANIBEL, FLORIDA, AMENDING CHAPTER 50 PERSONNEL, ARTICLE IV, GENERAL EMPLOYEES RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF SANIBEL; AMENDING SECTION 50-476, DEFINITIONS; AMENDING SECTION 50-477, PARTICIPATION; AMENDING SECTION 50-478, CONTRIBUTIONS; AMENDING SECTION 50-479, RETIREMENT DATES AND BENEFITS; AND AMENDING SECTION 50-480, PRE-RETIREMENT DEATH BENEFITS, OF THE TERMS OF THE CITY OF SANIBEL GENERAL EMPLOYEES' RETIREMENT PLAN; PROVIDING FOR APPLICATION TO POLICE DISPATCHERS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE**

**CITY OF SANIBEL
ORDINANCE 11-001**

AN ORDINANCE OF THE CITY OF SANIBEL, FLORIDA, AMENDING CHAPTER 50 PERSONNEL, ARTICLE IV, GENERAL EMPLOYEES RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF SANIBEL; AMENDING SECTION 50-476, DEFINITIONS; AMENDING SECTION 50-477, PARTICIPATION; AMENDING SECTION 50-478, CONTRIBUTIONS; AMENDING SECTION 50-479, RETIREMENT DATES AND BENEFITS; AND AMENDING SECTION 50-480, PRE-RETIREMENT DEATH BENEFITS, OF THE TERMS OF THE CITY OF SANIBEL GENERAL EMPLOYEES' RETIREMENT PLAN; PROVIDING FOR APPLICATION TO POLICE DISPATCHERS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sanibel desires to amend the General Employees' Retirement Plan due to the increasing annual cost to the City and the accrual of a large unfunded actuarial liability; and

WHEREAS, the City of Sanibel desires to amend those benefits provided by the General Employees' Retirement Plan that will have an immediate and long-term impact on the costs of the plan; and

WHEREAS, the City of Sanibel has negotiated many of the amendments with the American Federation of State, County and Municipal Employees and has amended other elements of the plan through the collective bargaining impasse process in accordance with Chapter 447, Florida Statutes.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sanibel as follows:

SECTION 1. The Code of Ordinances of the City of Sanibel, Article IV, General Employees' Retirement Plan, Section 50-476. "Definitions.", Section 50-477. "Participation.", paragraph (a), "Participation" and Paragraph (b), "Inactive participant", Section 50-478, "Contributions," paragraph (a), "Employer Contributions." paragraph (b), "Employee contributions" and paragraph (c) "Refund of employee contributions", Section 50-479, "Retirement dates and benefits" paragraphs (a) and (b), and Section 50-480, Pre-retirement death benefits, paragraph (b), are hereby amended with additions indicated by underline and deletions indicated by strikeout:

Sec. 50-476. Definitions.

The following words and phrases, when used in this Plan, unless the context clearly indicates otherwise, shall have the following meanings:

Accrued benefit means the amount of monthly retirement benefit on the normal form accrued by an active participant as of any date. ~~See the accrued benefit section of Article IV {section 50-104.}~~

Actuarial equivalent means a benefit or amount of equal value, based upon the ~~1983~~ Group Annuity RP 2000 Combined Healthy Mortality Table and an interest rate of seven and one-half (7.5) percent per annum.

Actuary means a fellow or associate of the Society of Actuaries or a firm employing one or more fellows or associates of the Society of Actuaries.

Average compensation means the average of an employee's monthly compensation for all periods of employment as an employee with the City for Plan B members and the monthly average of the highest consecutive five years of compensation for Plan A members.

Beneficiary means the person or persons last designated by a participant, by written notice filed with the board of trustees, to receive a plan benefit upon his or her death. If a beneficiary is no longer living when death benefits would otherwise become payable to him or her, they shall be paid to a contingent beneficiary designated by the participant. Where no designated or contingent beneficiary is alive on the date for payment of benefits, they shall be paid to the participant's estate.

Board of Trustees means the board of trustees as provided for in section 50-408 ~~483~~.

City means the City of Sanibel, Florida.

City Service means the cumulative total of all periods of full time employment with the City of Sanibel while a participant in the plan.

Compensation means an employee's fixed rate of pay from the City of Sanibel as determined on June 1st immediately after an employee's hire date and on June 1st of each following year during which he/she is an employee. Effective on the effective date of this ordinance, compensation for employees who are not included in any bargaining unit means fixed rate of pay. Notwithstanding the preceding sentence, effective May 1, 2011 compensation for employees who are included in a bargaining unit shall mean fixed rate of pay if the union representing such employees agrees to this definition in writing on or before that date.

Contingent beneficiary means the person or persons last designated by a participant, by written notice filed with the Board of Trustees, to receive a plan benefit upon his or her death, or upon the death of a beneficiary.

Council means the City Council of the City of Sanibel.

Credited service means:

(a) Service by an employee of the City of Sanibel while a participant of the plan, from equal to the period of the date of hire he or she started employment to the date of separation from service. A participant who separates from city employment for a period of less than 365 calendar days and does not receive a refund of employee contributions shall rejoin the plan upon reemployment without loss of credited service for the prior period of employment. A participant who separates from city employment for a period in excess of 365 calendar days, or for a period of less than 365 calendar days and receives a refund of employee contributions, and is subsequently rehired as a city employee, shall join the plan as a new employee, and the prior period of employment shall not be included as credited service. Included within credited service ~~is~~ are periods of service in the Armed Forces of the United States after city employment commences, provided that a) the participant is entitled to re-employment in accordance with the Uniform Services Employment and Re-employment Rights Act (USERRA) and b) the participant returns to city employment as an employee within one year following the date of his or her military discharge or release from active service (except as otherwise may be permitted by USERRA). The maximum amount of credited service a participant may receive pursuant to military service under USERRA shall be five years; and

(b) Former governmental or military service not included in (a) above. The total of military service and prior government service may not exceed more than five years. Before being credited with prior governmental service, the board of trustees must receive assurance that the employee will not receive a pension that is in whole or part based upon and service with respect to which the members is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, United States

Code. The price of determining the cost to purchase military time or governmental time must be paid for by the participant. The cost of purchasing the time must also be paid for by the participant. Employees are authorized to purchase prior government service no earlier than six months prior to a firmly established retirement date. Credited service as the result of purchase of military time or prior governmental employment time shall not count toward vesting.

(c) The incumbent city manager and incumbent city attorney shall be granted credited service as a Plan A participant retroactive to the date they assumed their respective positions provided that they do not participant in any other pension plan offered by the city. The full cost of the purchase of this credited service shall be paid by the city. Credited service purchased pursuant to this provision shall count for vesting and benefit purposes.

Early retirement date means the date on which a participant has attained age 55 and has completed five years of credited service. Notwithstanding the preceding sentence, effective September 30, 2011 for all participants (other than police dispatchers) with less than 15 years of city service who are employed by the city on that date, early retirement date means the date on which a participant has attained age 60 and has completed six years of credited service.

Employee means an individual who is employed as a regular, full-time employee (52 weeks per year, 40 hours per week) by the City of Sanibel who is not a sworn police officer.

Inactive participant means a former ~~employee who was a~~ participant of the plan who has separated from city employment with a 100% vesting percentage and is not yet receiving benefits; or a participant who is 100% vested on April 30, 2011 and elects to opt out of the plan and participate in a defined contribution plan in accordance with section 50-477(5). Upon request for retirement benefits from a vested inactive participant, the benefits payable are based on the plan provisions in effect at the time the participant separated from city employment, or opted out and ceased to be an active participant in the plan.

Normal form of benefit means a benefit payable for the lifetime of the participant with a minimum of 120 monthly payments being made. If the participant dies before he or she has received 120 monthly payments, the remaining payments shall be made to the participant's beneficiary or contingent beneficiary or, in the absence of a beneficiary or contingent beneficiary, to the estate.

Normal retirement date means attaining of the age 65.

Participant means an employee who fulfills the prescribed participation requirements of the plan.

Plan means the City of Sanibel General Employees' Retirement Plan.

Retiree means a participant who is eligible for normal or early retirement and is receiving benefits under the plan, or a participant who has entered the deferred retirement option program.

Trustee means a member of the board of trustees.

Plan A participant means a member who contributes five percent of base pay to the plan and whose retirement benefit is based upon the highest consecutive five years of compensation.

Plan B participant means a member of the plan who does not contribute to the plan and whose retirement benefit is based upon career average compensation.

Vesting percentage means the percentage used to determine that portion of a participant's accrued benefit resulting from employer contributions, which is non-forfeitable (cannot be lost since it is vested).

Participants with 5 or more years of vesting service on September 30, 2011 shall have a 100% vested percentage in their accrued benefit. Participants (other than police dispatchers) with less than 5 years of vesting service on September 30, 2011 shall have the A-participant's vesting percentage shown in the following schedule opposite the number of whole years of vesting service.

<u>VESTING SERVICE</u> <u>(whole years)</u>	<u>VESTING</u> <u>PERCENTAGE</u>
Less than <u>5</u> <u>6</u>	0
<u>5</u> <u>6</u> or more	100

Vesting service means credited service excluding service as the result of the purchase of prior military or governmental service.

Sec. 50-477. Participation.

(a) *Participation.*

(1) All employees hired on or after January 3, 2005 ~~the effective date of this article~~ shall first become a participant of plan A on the date in which the employee first becomes employed as a regular full-time employee by the City of Sanibel.

(2) All employees who are active participants in this plan on January 2, 2005 ~~the day preceding the effective date of this article~~ shall be deemed plan B members unless, prior to March 4, 2005, they elect to become members of plan A.

(3) Employees who elect not to join plan A in accordance with paragraph (2) above will remain members of plan B.

(4) Notwithstanding the provisions of paragraphs (1), (2) and (3) above, all employees who are hired or rehired by the City on or after March 4, 2005 shall become members of Plan A, unless they elect to opt out of the plan in accordance with paragraph (5) below.

(5) Notwithstanding the provisions of paragraphs (1), (2), (3) and (4) above, all employees except police dispatchers who are active participants in the plan on March 1, 2011, and all employees except police dispatchers who become participants of the plan after that date, shall have a one-time, irrevocable option to opt out of the plan and participate in a defined contribution plan, as follows:

(a) Employees who are active participants in the plan on March 1, 2011, may elect to opt out of the plan and participate in a defined contribution plan by submitting a written election on a form provided by the city to the administrative services department on or before April 30, 2011. Any employees who are active participants in the plan on March 1, 2011, and do not submit a timely written election to opt out of the plan shall continue to participate in the plan as a member of the same plan (A or B) in which they were participating on March 1, 2011. Employees who elect to opt out of the plan and participate in a defined contribution plan in accordance with this subparagraph (a) shall cease to be an active participant of this plan on May 1, 2011, and shall become a member of the defined contribution plan on that date.

1. Employees who are 100% vested in the plan on April 30, 2011 and elect to opt out of the plan and participate in a defined contribution plan in accordance with subparagraph (a) above shall retain their accrued benefit in the plan. The accrued benefit of such participants, calculated based on the participant's average compensation and credited service on April 30, 2011, shall be payable when the participant attains the normal retirement date or early retirement date in accordance with sections 50-479 and 50-481. Such employees shall be eligible for the 2.75% cost of living adjustment to commence on October 1 after receipt of 36 monthly retirement payments and to continue for 25 years thereafter as provided in section 50-479(8).

2. Employees who are not 100% vested in the plan on April 30, 2011 and elect to opt out of the plan and participate in a defined contribution plan in accordance with subparagraph (a) above may elect to roll over their accumulated employee contributions, plus the value of their accrued benefit not to exceed the amount of accumulated employee contributions, to the defined contribution plan in lieu of obtaining a refund of employee contributions.

(b) Employees who are hired after March 1, 2011, may elect to opt out of the plan and participate in a defined contribution plan by submitting a written election on a form provided by the city to the administrative services department within 30 calendar days following their date of hire. Any employee hired after March 1, 2011 who does not submit a timely written election to opt out of the plan shall continue to participate in the plan as a member of plan A. Employees who elect to opt out of the plan and participate in a defined contribution plan in accordance with this subparagraph (b) shall be deemed to have never participated in this plan, and shall become a member of the defined contribution plan effective as of their date of hire.

(b) *Inactive participant.* An inactive participant ceases to be an inactive participant upon:

- (1) The date of death; or
- (2) The date the participant receives a single-sum distribution in lieu of benefits under the plan.

(c) *Cessation of participation.* A participant ceases to be a participant in either plan A or plan B on the earlier of the following:

- (1) The date of death; or
- (2) The date the participant becomes an inactive participant;
- (3) The participant ceases to be a regular full-time employee of the City of Sanibel, or the employee becomes a Police Officer of the City of Sanibel.

(4) The participant elects to opt out of the plan and participate in a defined contribution plan in accordance with section 50-477(a)(5).

Sec. 50-478. Contributions

(a) *Employer contributions.*

The amount and time of employer contributions shall be determined based on actuarial valuations reported to the city council.

(b) *Employee contributions.*

- (1) There will be no employee contributions for members of Plan B.
- (2) Members of Plan A will contribute five (5) percent of base pay. The city shall pick up, rather than deduct, all regular contributions of members. The city shall derive pickup amounts from the same source of funds which is used in compensating members of the plan and shall do so by reducing the earnable compensation of each member. All pick up amounts shall be treated as employer contributions for the purposes of determining tax treatment under the Internal Revenue Code.

(c) *Refund of employee contributions.*

A participant who separates from city employment or elects to opt out of the plan and participate in a defined contribution plan in accordance with section 50-477(a)(5), and is not 100% vested on the date of separation or opt out, ~~ceases to be a participant of the plan~~ may obtain a refund of his/her employee contributions upon written request to the Board of Trustees. A participant who receives a refund of

employee contributions shall not thereafter be eligible to receive a benefit from the plan for the period of service applicable to the refund.

Sec. 50-479. Retirement dates and benefits.

- (a) *Retirement dates and benefits.*
- (1) *Normal retirement date.* The normal retirement date is age 65.
- (2) *When paid.* The monthly retirement income payable in the event of normal retirement will be paid on the first day of each month. The first payment will be made on the first day of the month coincident with or next following the participant's actual retirement.
- (3) *Normal retirement benefit.* The annual retirement benefit for all participants except police dispatchers shall be an amount equal to ~~three~~ 3 percent of average compensation (as defined for Plan A and Plan B members) multiplied by the number of years of credited service prior to May 1, 2011, and 1.68 percent of average compensation (as defined for Plan A and Plan B members) multiplied by the number of years of credited service on and after May 1, 2011, with a combined maximum of 30 years of credited service. The annual retirement benefit for police dispatchers shall be an amount equal to 3 percent of average compensation (as defined for Plan A and Plan B members) multiplied by the number of years of credited service, with a maximum of 30 years of credited service.
- (4) *Normal form benefit.* A participant retiring on normal retirement will receive a monthly benefit which will continue for his or her lifetime, and which is guaranteed for 120 monthly payments. If, after payments commence, the participant dies before said 120 monthly payments are made, payments are then continued to his or her designated beneficiary until 120 payments in all have been made, at which time benefits cease. In the event there is no living beneficiary or beneficiaries, or the beneficiary dies before 120 payments have been made, the remaining payments will be paid to the Estate of the participant.
- (5) *Early retirement.* A participant who is 100% vested with five years of credited service (vested) who has and attained age 55 prior to October 1, 2011 may retire on early retirement. Effective October 1, 2011, a participant with 15 or more years of city service prior to that date who attains age 55 may retire on early retirement. Effective October 1, 2011, a participant with less than 15 years of city service prior to that date, and any participant hired after that date, who attains age 60 may retire on early retirement. Notwithstanding the foregoing, a police dispatcher who is 100% vested and attains age 55 may retire on early retirement.
- (6) *Early retirement benefit.* The early retirement benefit will be calculated as shown under the normal retirement benefit, paragraph (3) above, ~~three percent for each year of service times average compensation and~~ but shall be reduced by ~~2.5~~ 5 % per

year for each year ~~up to five years~~ that the early retirement date precedes age ~~60~~ 65. ~~There is no reduction in benefits for retirees between the ages of 60 through 65.~~ Notwithstanding the preceding sentence, the early retirement benefit for an employee (other than a police dispatcher) with 15 or more years of city service on September 30, 2011 will be calculated as shown under the normal retirement benefit, paragraph (3) above, but shall be reduced by 2.5% for each year that the early retirement date precedes age 60; and the early retirement benefit will not be reduced if the employee has attained age 60 at the time of retirement. Notwithstanding the foregoing, the early retirement benefit for a police dispatcher will be calculated as shown under the normal retirement benefit, paragraph (3) above, but shall be reduced by 2.5% for each year that the early retirement date precedes age 60, and the early retirement benefit will not be reduced if the dispatcher has attained age 60 at the time of retirement.

- (7) *Late retirement benefit.* The annual retirement benefit on late retirement shall be an amount equal to three percent of average compensation (as defined for a Plan A and Plan B member) multiplied by the number of years of credited service prior to May 1, 2011, and 1.68 percent of average compensation (as defined for Plan A and Plan B members) multiplied by the number of years of credited service on and after May 1, 2011, with a combined maximum of 30 years.
- (8) ~~Effective on adoption~~ There shall be a Cost of Living adjustment for retirees, their beneficiaries and joint annuitants, as provided in this paragraph (8) retiring thereafter. For participants who retire after October 17, 2006 and before May 1, 2011, and for participants who are 100% vested in the plan on April 30, 2011 and elect to opt out of the plan and participate in a defined contribution plan in accordance with section 50-477(5), the Cost of Living adjustment shall be calculated as a two and seventy-five hundredths percent (2.75%) increase to normal and early retirement benefit payments, to commence on October 1 after receipt of 36 monthly retirement payments and to continue for 25 years thereafter or the length of the monthly retirement benefit period, whichever is less. For participants who elect to continue participating in the plan in accordance with section 50-477(5), and for all participants hired on or after May 1, 2011, the Cost of Living adjustment shall be calculated as a two percent (2.0%) increase to normal and early retirement benefit payments, to commence on October 1 after receipt of 60 monthly retirement payments and to continue for 25 years thereafter or the length of the monthly retirement benefit period, whichever is less. Notwithstanding the foregoing, the Cost of Living adjustment for a police dispatcher shall be calculated as a two and seventy-five hundredths percent (2.75%) increase to normal and early retirement benefit payments, to commence on October 1 after receipt of 36 monthly retirement payments and to continue for 25 years thereafter or the length of the monthly retirement benefit period, whichever is less. The cost of living adjustment shall apply to benefit payments received by retirees, their beneficiaries and joint annuitants, but shall not apply to the benefit payments received by vested terminated members, their beneficiaries and joint annuitants, or the beneficiaries of participants who die prior to retirement. Following the initial Cost of Living

~~adjustment, the monthly benefit of eligible retirees, beneficiaries and joint annuitants. The purpose of this section is to provide cost of living adjustments to the monthly benefits payable to members of this plan who retire after adoption of the ordinance from which this section derives. Commencing on adoption of this section, the monthly benefit of each future normal and early retirees, their beneficiaries and joint annuitants, excluding vested, terminated members and beneficiaries of pre-retirement deaths, shall be adjusted each October 1 thereafter for 25 years, after receipt of at least 36 monthly retirement payments. The adjusted monthly benefit shall be the amount of the monthly benefit being received on September 30 immediately preceding the adjustment date, plus an amount equal to the applicable adjustment percentage 2.75 percent of the benefit.~~

Sec. 50-480. Pre-retirement death benefits and vested terminated participants.

- (a) If a vested participant dies while in the service of the City before he or she has taken early, normal or late retirement, the following death benefit will be paid:

A survivor annuity death benefit payable to the beneficiary or contingent beneficiaries equal to one-half of the accrued benefit that would have been payable to the participant if the participant had retired on the date of his/her death and chosen the 100 percent joint and survivor option. In the absence of an election of an optional form of benefit, the benefit will be payable for the life of the beneficiary.

Provided, however, if the vested participant has not met the requirements for early retirement on the date the participant dies, the survivor annuity death benefit will be payable to the spouse or beneficiary on the first day of the month coincident with or following the date the participant would have met the requirements for early or normal retirement and will continue as long as the beneficiary lives.

- (b) ~~Vested terminated participants benefits. A person participant vests in the retirement plan, for purposes of receiving benefits, after five six years of credited service. If a participant separates from city employment with a 100% vesting percentage an employee's participant's service with the city is terminated after five years of service, for reasons other than retirement or death, that participant will be considered to have vested and to have earned a right to a deferred retirement benefit. The retirement benefit will be calculated based on the plan provisions in effect on the date of separation, based on the participant's average compensation and credited service as of that date. The benefit will be the same as a normal retirement benefit and will be paid at the date the participant would have reached attains the normal retirement date.~~

SECTION 2. Application to Police Dispatchers.

Notwithstanding any provision of this ordinance, the plan changes contained herein shall have no application to police dispatchers, unless and until such changes are implemented through the collective bargaining process. Police dispatchers employed by the city shall continue to be subject to the provisions of the plan in effect prior to the effective date of this ordinance until such time as the plan is amended with respect to police dispatchers in accordance with the collective bargaining law.

SECTION 3. Conflict.

All ordinances or part of ordinances in conflict herewith shall be and the same are repealed. If any part of this ordinance conflicts with any other part, it shall be severed and the remainder shall have full force and effect and be liberally construed.

SECTION 3. Severance.

If any section, subsection, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 4. Effective date. This Ordinance shall take effect upon adoption, except as otherwise specifically provided herein.

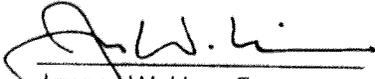
DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 1st day of March, 2011.

AUTHENTICATION:

KEVIN RUANE
Mayor

PAMELA SMITH
City Clerk

Approved as to legal form and sufficiency:



James W. Linn, Esq.
Lewis, Longman and Walker, P.A.
(Pension attorney for Sanibel City Council)

Vote of Council members:

Ruane: _____
Denham: _____
Harrity: _____
Jennings: _____
Pappas: _____

Date file with the City Clerk: _____

CITY OF SANIBEL
ORDINANCE 11-001
(GENERAL EMPLOYEES RETIREMENT PLAN)
CHANGES BETWEEN FIRST AND SECOND READING

1. Sec. 50-476 Definitions
 - a. Definition of compensation: effective date for new definition (fixed rate of pay) for bargaining unit employees changed from March 31, 2011 to May 1, 2011.
 - b. Definition of early retirement date: effective date for new definition (age 60 with 6 years of service) changed from April 1, 2011 to September 30, 2011 for members with less than 15 years of service on that date. Members with 15 or more years of service on September 30, 2011 will retain the current early retirement date (age 55 with 5 years of service).
 - c. Definition of inactive participant: March 31, 2011 date in revised definition changed to April 30, 2011.
 - d. Definition of vesting percentage: effective date for new definition (100% vesting after 6 years of service) changed from April 1, 2011 to September 30, 2011.
2. Sec. 50-477 Participation
 - a. February 1, 2011 changed to March 1, 2011 throughout (date for defined benefit plan opt-out and transfer to defined contribution plan).
 - b. March 31, 2011 changed to April 30, 2011 throughout (date for calculation of accrued benefit of members who elect to opt out of defined benefit plan).
3. Sec. 50-479 Retirement Dates and Benefits
 - a. Normal retirement benefit: effective date for commencement of 1.68% benefit multiplier changed from April 1, 2011 to May 1, 2011.
 - b. Early retirement: effective date for new early retirement date (age 60 with 6 years of service) for members with less than 15 years of service changed from April 1, 2011 to September 30, 2011. Members with 15 or more years of service on September 30, 2011 will retain the current early retirement date (age 55 with 5 years of service).

- c. Early retirement benefit: effective date for new early retirement benefit reduction date (2.5% reduction for each year that early retirement precedes age 65) changed from April 1, 2011 to September 30, 2011 for members with less than 15 years of service on that date. Members with 15 or more years of service on September 30, 2011 will retain the current early retirement benefit reduction (2.5% reduction for each year that early retirement precedes age 60).
- d. Late retirement benefit: effective date changed from April 1, 2011 to May 1, 2011.
- e. Cost of living adjustment: effective date for new cost of living adjustment (2.0% annual adjustment beginning 60 after retirement, payable for 25 years) changed from April 1, 2011 to May 1, 2011. Members who retire prior to May 1, 2011, and members who are 100% vested and opt out of the defined benefit plan to participate in the defined contribution plan prior to that date will retain the current cost of living adjustment (2.75% annual adjustment beginning 36 months after retirement, payable for 25 years).

MEMORANDUM

TO: JUDIE ZIMOMRA, CITY MANAGER

FROM: SYLVIA EDWARDS, FINANCE DIRECTOR

DATE: MARCH 1, 2011

RE: RECAP OF FOSTER & FOSTER ACTUARIAL IMPACT STATEMENT DATED FEBRUARY 22, 2011
PREPARED FOR GENERAL EMPLOYEES' RETIREMENT PLAN

By state law modifications to local pension plans require an actuarial impact statement. In order to produce the actuarial impact statement certain assumptions must be assumed. The table below contains the assumptions that were utilized by Foster & Foster, the Plan's actuaries, in order to prepare the required actuarial impact statement.

Methods and Assumptions Utilized for the Actuarial Impact Statement

Assumption: Members with less than 15 years of Credited Service as of 9/30/2011 will opt out.
Method Change: The Unfunded Actuarial Accrued Liability is amortized on a level dollar basis. Payroll growth assumption changed from 5% to 0%.

After April 30, 2011, the employees' deadline for making their irrevocable decision to stay in the current plan or opt-out and become a participant in the defined contribution plan, a final actuarial impact statement will be prepared. The following recap of the actuarial impact statement are estimates based on the aforementioned assumptions. The costs are based on a percentage of the general employees' defined benefit plan participants' payroll.

	Proposed	Current	Proposed Change
Valuation Date	10/1/2010	10/1/2010	10/1/2010
Applicable to Plan/Fiscal Year Ending	9/30/2012	9/30/2012	9/30/2012
Unfunded Actuarial Accrued Liability (UAAL)	\$ 10,667,646	\$ 12,816,780	\$ (2,149,134)
Estimated Annual Payroll	\$ 1,718,172	\$ 4,706,046	\$ (2,987,874)
Normal Cost (with interest)	9.62% \$ 165,288	14.15% \$ 665,906	\$ (500,617)
Administrative Expense (with interest)	2.03% 34,879	0.74% 34,825	54
Payment Required to Amortize Unfunded Actuarial Accrued Liability Over 26 years	80.72% 1,386,908	25.52% 1,200,983	185,926
Total Required Contribution	92.37% 1,587,075	40.41% 1,901,713	(314,638)
Expected Member Contributions	4.78% 82,129	4.55% 214,125	(131,996)
Expected City Contribution	87.59% \$ 1,504,947	35.86% \$ 1,687,588	\$ (182,641)
Estimated City Dollar Requirement (per report)	\$ 1,505,031	\$ 1,687,793	\$ (182,762)
Variance between percentage calculation & estimated required City dollars per report	(84)	205	(289)

Normal Plan Costs Components (as percentage of payroll)

	Proposed	Current	Change
Normal Cost (with interest)	9.62%	14.15%	-4.53%
Administrative Expense (with interest)	2.03%	0.74%	1.29%
Expected Member Contributions	-4.78%	-4.55%	-0.23%
Expected City Contribution	6.87%	10.34%	-3.47%

February 22, 2011

VIA MAIL AND E-MAIL

Mr. Jim Isom, Administrative Services Director
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

Re: City of Sanibel
General Employees' Retirement Plan
Actuarial Impact Statement

Dear Jim:

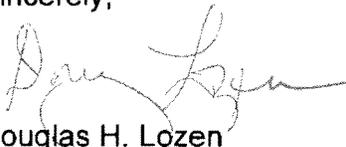
Enclosed is the following material which has been prepared in support of the Benefit Improvement:

1. Three (3) copies of the required Actuarial Impact Statement which outlines the impact associated with implementing the amendment.
2. Draft of a transmittal letter to the Bureau of Program Services, Division of Retirement.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator. A copy of the Impact Statement, along with a copy of the proposed Ordinance, should be sent to the Bureau of Program Services between first and second readings.

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen
DHL/lsw

Enclosures

CITY OF SANIBEL
GENERAL EMPLOYEES' RETIREMENT PLAN

ACTUARIAL IMPACT STATEMENT

February 22, 2011
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes) resulting from the implementation of the following Plan change in benefits:

1. **Benefit Accrual Rate**: Effective May 1, 2011, decrease from the current 3.00% for all years of Credited Service to 1.68% for Credited Service after April 30, 2011.
2. **Normal Retirement Date**: Effective October 1, 2011, the attainment of Age 65 with 6 or more years of Credited Service for Members with less than 15 years of Credited Service as of September 30, 2011. The current eligibility requirements of Age 60 with 5 or more years of Credited Service remain in effect for Members who currently satisfy the existing requirements, and for those Members who have completed at least 15 years of Credited Service as of September 30, 2011.
3. **Early Retirement Date**: Effective October 1, 2011, the attainment of Age 60 with 6 or more years of Credited Service for Members with less than 15 years of Credited Service as of September 30, 2011. The current eligibility requirements of Age 55 with 5 or more years of Credited Service remain in effect for Members who currently satisfy the existing requirements, and for those Members who have completed at least 15 years of Credited Service as of September 30, 2011. In addition, the Early Retirement reduction is increased from 2.5% per year to 5.0% per year for each year the Early Retirement Date precedes the Normal Retirement Date in conjunction with the new eligibility requirements.
4. **Vesting**: Increase from 5 years to 6 years, effective October 1, 2011. Members with less than 5 years of Credited Service as of September 30, 2011 will become 100% vested in their accrued benefit upon the completion of 6 years of Credited Service.
5. **Cost-of-Living Adjustment (COLA)**: Effective May 1, 2011, the COLA structure for Normal and Early Retirees changes as follows:

	<u>Date of First COLA</u>	<u>Duration of COLA</u>	<u>COLA Rate</u>
Current:	1 st October 1 following 36 monthly payments	25 Years	2.75%
Proposed:	1 st October 1 following 60 monthly payments	25 Years	2.00%

CITY OF SANIBEL
GENERAL EMPLOYEES' RETIREMENT PLAN

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For Members who are 100% vested as of April 30, 2011, and elect to opt out of the Plan, the current COLA structure shall be applied to their accrued benefit.

6. **Opt Out Provision**: Effective May 1, 2011, Members may elect to opt out and join a Defined Contribution (DC) plan as follows:
 - a. Non-Vested Members as of April 30, 2011 shall receive a roll over contribution to the DC plan equal to their accumulated Member Contributions plus the present value of their accrued benefit. The maximum roll over amount shall not exceed two times the accumulated Member Contributions.
 - b. Vested Members as of April 30, 2011 shall retain their "frozen" accrued benefit, payable at the Normal or Early Retirement Date according to the provisions of Items 2 and 3, respectively, as set forth on Page 1. Additionally, the current COLA structure described in Item 5 on Page 1 shall be applied to the accrued benefit.

Special Note: The four Members designated as Police Dispatchers retain benefits under the existing structure.

Methods and Assumptions Utilized for this Actuarial Impact Statement

Assumption: For purposes of this Actuarial Impact Statement, it is assumed that Members with less than 15 years of Credited Service as of September 30, 2011 will opt out according to the provisions of Item 6, above. Additionally, it is assumed that Police Dispatchers will elect to remain in the existing Defined Benefit Plan.

Method Change: The Unfunded Actuarial Accrued Liability is amortized on a level dollar basis for the purpose of compliance with Part VII of Chapter 112, Florida Statutes.

It is recommended that a revised, final Actuarial Impact Statement is provided after the Plan Membership has made their election pursuant to the proposed Opt Out provision.

CITY OF SANIBEL
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The cost impact, determined as of October 1, 2010, as applicable to the fiscal year ending September 30, 2012, is as follows:

	Current 10/1/2010	Proposed 10/1/2010
Valuation Date		
Applicable to Plan/Fiscal Year Ending	<u>9/30/2012</u>	<u>9/30/2012</u>
Total Required Contribution		
% of Projected Annual Payroll	40.41%	92.37%
Member Contributions (Est.)		
% of Projected Annual Payroll	4.55%	4.78%
Balance from City		
% of Projected Annual Payroll	35.86%	87.59%

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.



Patrick T. Donlan, EA, MAAA
Enrolled Actuary #05-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of each proposed improvement.



Board of Trustees

Comparative Summary of Principal Valuation Results

	Proposed <u>10/1/2010</u>	Current <u>10/1/2010</u>
A. Participant Data		
Number Included		
Actives	30	84
Service Retirees	45	45
DROP Retirees	10	10
Beneficiaries	1	1
Terminated Vested	69	31
Disability Retirees	<u>0</u>	<u>0</u>
Total	155	171
Total Annual Payroll	\$1,718,172	\$4,706,046
Payroll Under Assumed Ret. Age	1,718,172	4,706,046
Annual Rate of Payments to:		
Service Retirees	798,183	798,183
DROP Retirees	151,765	151,765
Beneficiaries	5,922	5,922
Terminated Vested	245,349	245,349
Disability Retirees	0	0
B. Assets		
Actuarial Value	11,748,552	11,943,146
Market Value	10,855,095	11,049,689
C. Liabilities		
Present Value of Benefits		
Active Members		
Retirement Benefits	6,818,399	12,775,491
Disability Benefits	0	0
Death Benefits	84,783	147,202
Vested Benefits	1,635,939	2,889,840
Refund of Contributions	0	23,686
Service Retirees	8,665,533	8,665,533
DROP Retirees *	1,808,404	1,808,404
Beneficiaries	36,283	36,283
Terminated Vested	4,140,300	1,314,394
Disability Retirees	<u>0</u>	<u>0</u>
Total	23,189,641	27,660,833

* Liabilities shown are the present value of future benefits only. Assets in item B, above, are net of accumulated DROP Account balances as of the valuation date.

	Proposed <u>10/1/2010</u>	Current <u>10/1/2010</u>
C. Liabilities - (Continued)		
Present Value of Future Salaries	8,571,857	25,521,831
Present Value of Future Member Cont.	389,764	1,225,836
Normal Cost (Entry Age Normal)		
Retirement Benefits	84,436	458,395
Disability Benefits	0	0
Death Benefits	1,876	5,848
Vested Benefits	72,933	169,509
Refund of Contributions	0	7,882
Total Normal Cost	<u>159,245</u>	<u>641,634</u>
Present Value of Future Normal Costs	773,443	2,900,907
Actuarial Accrued Liability (Entry Age Normal)		
Retirement Benefits	6,486,771	10,766,739
Disability Benefits	0	0
Death Benefits	76,667	117,300
Vested Benefits	1,202,240	2,041,909
Refund of Contributions	0	9,364
Inactives	14,650,520	11,824,614
Total Actuarial Accrued Liability	<u>22,416,198</u>	<u>24,759,926</u>
Unfunded Actuarial Accrued Liability (UAAL)	10,667,646	12,816,780
D. Actuarial Present Value of Accrued Benefits		
Vested Accrued Benefits		
Inactives	14,650,520	11,824,614
Actives	6,687,697	8,371,344
Member Contributions	427,857	957,088
Total	<u>21,766,074</u>	<u>21,153,046</u>
Non-vested Accrued Benefits	<u>6,744</u>	<u>456,261</u>
Total Present Value Accrued Benefits	21,772,818	21,609,307
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	163,511	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid (net of DROP Lump Sums)	0	
Interest	0	
Other	0	
Total:	<u>163,511</u>	

Valuation Date Applicable to Fiscal Year Ending	Proposed 10/1/2010 <u>9/30/2012</u>	Current 10/1/2010 <u>9/30/2012</u>
E. Pension Cost		
Normal Cost (with interest) % of Total Annual Payroll*	9.62	14.15
Administrative Expense (with interest) % of Total Annual Payroll*	2.03	0.74
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 26 years (as of 10/1/10) % of Total Annual Payroll*	80.72	25.52
Total Required Contribution % of Total Annual Payroll*	92.37	40.41
Expected Member Contributions % of Total Annual Payroll*	4.78	4.55
Expected City Contrib. % of Total Annual Payroll*	87.59	35.86
Estimated City Dollar Requirement	1,505,031	1,687,793

* Contributions developed as of 10/1/10 are expressed as a percentage of total annual payroll at 10/1/10 of \$1,718,172.

ACTUARIAL ASSUMPTIONS AND COST METHODS

Assumptions

<u>Mortality Rates</u>	RP2000 Combined Healthy Mortality Table (sex distinct). Disabled lives are set forward 5 years.
<u>Termination Rates</u>	See Table below.
<u>Disability Rates</u>	See Table below.
<u>Retirement Age</u>	Age 61 with 6 years of Credited Service.
<u>Early Retirement</u>	Commencing upon eligibility for Early Retirement, Members are assumed to retire with an immediate benefit at the rate of 5% per year.
<u>Interest Rate</u>	7.5% per year, compounded annually, net of investment related expenses.
<u>Salary Increases</u>	see Table below.
<u>Payroll Increase</u>	5% per year.
<u>Cost-of-Living Adjustment</u>	2.75%, beginning 3 years after retirement, for 25 years, payable to Normal and Early Retirees.
<u>Administrative Expenses</u>	\$33,658 added to Normal Cost.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>	<u>Average Salary Increase</u>
20	18.6%	0.14%	7.8%
30	11.0	0.18	6.3
40	9.2	0.30	5.4
50	8.2	1.00	4.8

Funding Method

Entry Age Normal Actuarial Cost Method.

SUMMARY OF PLAN PROVISIONS
(Through Ordinance 07-008)

<u>Effective Date of Latest Amendment</u>	October 1, 2006
<u>Eligibility</u>	Regular, full-time employees who are not sworn police officers enter on date of employment.
<u>Salary</u>	Fixed rate of pay on June 1.
<u>Average Compensation</u>	Career monthly average Salary for Plan B Members, and the average of the highest consecutive five years for Plan A Members.
<u>Credited Service</u>	Years and fractional parts of years of service with the City as a General Employee.
<u>Normal Retirement</u>	
Date	The attainment of age 60 with 5 years of Credited Service.
Benefit	3.0% of Average Compensation <u>times</u> Credited Service with a maximum of 30 years of Credited Service.
Form of Benefit	10 Year Certain and Life (options available).
<u>Early Retirement</u>	
Date	Attainment of age 55 with 5 years of Credited Service.
Benefit	Accrued Benefit on Early Retirement Date, reduced 2.5% for each year that Early Retirement precedes Normal Retirement.
Form of Benefit	10 Year Certain and Life (options available).
<u>Cost –of-Living Adjustment</u>	To all Normal and Early Retirees after October 17, 2006, 2.75% automatic COLA for 25 years, beginning on the first October 1 following 3 years of retirement.

Pre-Retirement Death Benefit

Eligibility	5 Years of Credited Service.
Benefit	½ of the actuarially reduced accrued benefit payable for the life of the spouse or beneficiary beginning at the Member's otherwise early retirement date.

Employee Contributions

Plan A Members	5% of base pay.
Plan B Members	None.

Termination of Employment

Vesting Schedule	<u>Years of Service</u>	<u>Vested %</u>
	Less than 5	0%
	5 or more	100
Benefit	Vested Accrued benefit payable at 60 (unreduced) or Early Retirement Date (reduced).	

DEFERRED RETIREMENT
OPTION PLAN

Eligibility	Satisfaction of Normal Retirement Requirements.
Participation	Not to exceed 60 months.
Rate of Return	6% annual rate, credited monthly.
Distribution	Lump sum at termination of employment.

Board of Trustees

2 Members of the Plan (1 with under 15 years of service, 1 with 15 years of service or more), 1 Department Director appointed by the City Manager, 3 Council appointees, 1 chosen by the other 6 Members of the Board.



MEMORANDUM

TO: CITY MANAGER

FROM: JIM ISOM, ADMINISTRATIVE SERVICES DIRECTOR

DATE: JANUARY 12, 2011

SUBJECT: ORDINANCE 11-001 – GENERAL EMPLOYEES’
RETIREMENT PLAN AMENDMENTS

The General Employees’ Retirement Plan is being amended by Ordinance 11-001 as a result of negotiations between the City of Sanibel and the American Federation of State, County and Municipal Employees (AFSCME), and as imposed by the Sanibel City Council. The specific changes to the retirement plan are shown below:

Retirement Plan Elements	Negotiated and Agreed	City Council Imposed
Multiplier – 1.68%		x
Employee Contribution – 5% (no change)		x
Vesting Period – 6 Years	x	
Normal Retirement Age - 65	x	
Grandfather for Early Retirement – Employees with 15 or more years of City Service keep the current early retirement benefit eligibility	x	
COLA – 2%		x
COLA Waiting Period – After 5 Years of Retirement		x
Early Retirement – Age 60		x
Adjustment for Early Retirement – 5% for Each Year Under Age 65		x
Opt-out of Current Defined Benefit Plan to Participate in Defined Contribution Plan. Vested members keep accrued benefits under DB plan; benefits payable at early or normal retirement date.	x	
New Hires Subject to All New Plan Provisions	x	

In addition to the above changes to the General Employees’ Retirement Plan, the City and AFSCME have agreed to establish a defined contribution (DC) plan, which will be implemented by a separate resolution. The minimum employee contribution under the DC plan will be 5%; with a 5% City match. Employees may also contribute up to an additional 5% to the DC plan, which would be matched by a City contribution equal to one-half of the employee contribution. Thus, the total possible employee contribution would be 10%, with a maximum City matching contribution of 7.5%.

Since changes in retirement benefits are mandatory subjects of collective bargaining negotiations, proposed benefit changes to Ordinance 11-001, as written, will require the City to negotiate the changes with AFSCME or obtain a written agreement from the union to make the changes.