

**THE CITY OF POMPANO BEACH GENERAL EMPLOYEES'  
RETIREMENT SYSTEM**

**SUMMARY PLAN DESCRIPTION**

**Prepared September 2008**

## INTRODUCTION TO YOUR PLAN

The City of Pompano Beach has established a defined benefit pension plan to reward eligible employees for long and loyal service by providing them with retirement and related benefits.

This Summary Plan Description is a brief description of that Plan and your rights, obligations, and benefits under it. This Summary Plan Description is not meant to interpret, extend, or change the provisions of the Plan in any way. The provisions of the Plan may only be determined accurately by reading the actual Plan document.

A copy of the Plan document is on file at the pension office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either the Plan or this Summary Plan Description, you should direct your questions to the Executive Director in the pension office. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan shall govern.

Sincerely,

The Board of Trustees of  
The City of Pompano Beach General  
Employees' Retirement System

## **GENERAL INFORMATION ABOUT YOUR PLAN**

There is certain general information you may need to know about your Plan. This general information is summarized below.

### **Name of Plan**

The City of Pompano Beach General Employees' Retirement System

### **Employer**

City of Pompano Beach

### **Plan Administrator**

Chairman of the Board of Trustees  
The City of Pompano Beach General Employees'  
Retirement System  
555 South Andrews Avenue, Suite 106  
Pompano Beach, Florida 33069  
(954) 782-2660 or (954) 782-2704  
[www.pompgers.org](http://www.pompgers.org)

### **Board of Trustees**

The Plan is administered by a board of seven trustees comprised of three persons elected directly by the Members, three non-Members appointed by the City Commission, and one person elected by the other six trustees.

### **Designated Agent for Service of Legal Process**

Chairman of the Board of Trustees

### **Type of Administration**

The Board of Trustees is responsible for the overall administration of the Plan. It has discretionary authority to construe the terms of the Plan and make determinations on questions which may affect your eligibility for benefits. The Board of Trustees may also retain the services of attorneys, accountants, actuaries, investment advisors and other professionals.

### **Type of Plan**

Defined Benefit

### **Plan Year**

The 12-month period beginning on October 1 and ending on September 30. The Plan's records are maintained on a Plan Year basis.

**Relevant Provisions of Local and State Laws**

The Plan is set forth in Section 34.010 through 34.040 of the Code of Ordinances of the City of Pompano Beach.

The most recent amendment to the Plan which is reflected in this Summary Plan Description is Ordinance No. 2008-16.

Your Plan is also governed by certain provisions of Part VII, Chapter 112, Florida Statutes (F.S.) and various federal laws.

**Relevant Provisions of Collective Bargaining Agreements**

Certain employees covered by the Plan are members of the Federation of Public Employees.

The current collective bargaining agreement between the Federation and the Employer is effective through September 30, 2008.

**Custodian**

The custodian of the Plan is responsible for the safe-keeping of securities owned by the Pension Fund. At the direction of the Board of Trustees, the custodian also pays benefits to eligible persons and pays expenses incurred by the Plan. The custodian is:

Salem Trust Company  
Deerfield Beach, Florida

**Investment Manager(s)**

The investment manager is responsible for selecting the securities to be bought and sold by the Pension Fund, in accordance with guidelines established by the Board of Trustees. The investment managers are:

- |  |   |
|--|---|
| Buckhead Capital Management<br>Atlanta, Georgia  | Richmond Capital Management<br>Richmond, Virginia |
| DePrince, Race & Zollo, Inc<br>Orlando, Florida. | Rigel Capital, LLC<br>Seattle, Washington         |
| Munder Capital<br>Birmingham, Michigan           | Rhumblin Advisers<br>Boston, Massachusetts        |
| Principal Global Investors<br>Des Moines, Iowa   |   |

**Member**

You are a Member of the Plan if you fulfill the prescribed eligibility requirements (see Eligibility and Credited Service section).

**Beneficiary**

Your Beneficiary is each person designated to the Board of Trustees by you to receive any payments that may become payable by the Plan upon your death. You should designate a Beneficiary when you become a Member of the Plan. At any time prior to your retirement you may change your Beneficiary upon written notification to the Board of Trustees.

**Plan Assets**

Legal title to all Plan assets is held by the Board of Trustees.

**CONTRIBUTIONS TO THE PLAN**

Benefits of the Plan are financed by contributions that are paid into the pension fund and by investment earnings generated by investment of the pension fund. Contributions to the fund are made by:

**You**

Your contribution rate is 10.0% percent of your covered salary (see heading entitled Retirement Benefits for definition of covered salary). The Employer "picks up" this contribution through a salary reduction of your base pay. If you are an Elected Official or Appointee, you will not contribute to the Plan. However, the City will contribute the required percentage into the Plan on behalf of Elected Officials and Appointees.

Your contribution will cease upon your retirement, entry into the Deferred Retirement Option Plan (DROP), death, disability, or employment termination. Interest is credited on your contributions at the annual rate of 3.0%.

**Your Employer**

The City of Pompano Beach must contribute an amount determined by the Plan's actuary to be sufficient, along with your contribution, to systematically fund the benefits under the Plan. The City's contribution will vary depending upon the experience of the Plan.

**ELIGIBILITY AND CREDITED SERVICE**

**Eligibility**

If you are a full-time general employee of the Employer and you have 1) satisfactorily completed and passed all medical examinations for an employee in your classification, and 2) met the requirements of the City's merit system, you will be eligible to be a Member of the Plan. If you were a general employee who transferred to the Broward County Library System or the Broward County Sheriff's Office and you elected to continue

participation in the City of Pompano Beach General Employees' Retirement System, you are an eligible Member. Participation in the Retirement System and contributions as defined above will be mandatory. Effective December 14, 2004, the Mayor, City Commissioners, City Clerk, City Attorney, City Auditor and City Manager, and any person who is elected or appointed to any of the foregoing positions after such date are eligible to be Members of the Plan.

#### **Credited Service**

Credited Service is used to compute the amount of your pension benefit when you retire, to determine whether you are eligible for certain benefits and to determine whether you are vested. Your Credited Service is equal to your total years and completed months of service with the Employer from your last date of hire until your date of termination, retirement, entry into the DROP, death or disability. (For exceptions to this rule, see the next section.) Authorized vacations and leaves of absence are included.

Senior Managers who elected to join the Plan in February 2008 under Ordinance 2008-16 will earn Credited Service under the Plan beginning February 14, 2008. These Senior Managers may choose to have their prior service as Senior Managers with the Employer counted as Credited Service by paying the full actuarial cost for that service prior to December 11, 2011.

#### **Break in Service**

If you terminate employment and later return to work for the Employer, you will become a Member upon reemployment, subject to the conditions described in the Eligibility section above.

Upon your reemployment, you will be credited with your prior eligible service only if you repay in full, with interest at the rate(s) assumed for actuarial purposes, the monies previously refunded to you. One-half of the repayment is due within three months of your reemployment, with the balance due within six months of your reemployment. If repayment is not made in full within the prescribed time frame, any monies paid shall be refunded with interest. Once these monies are returned, there will be no further opportunity for you to obtain credit for prior service.

#### **Military Service**

Should you take a leave of absence from the Employer in order to enter the military either voluntarily or non-voluntarily, your period of leave will be included in your Credited Service if you apply for reemployment within three months after your discharge.

Any active duty in the military prior to your date of hire by the Employer is not included in your Credited Service with this Employer.

## RETIREMENT DATES

### **Normal Retirement Date**

Your Normal Retirement Date is the earliest date when unreduced retirement benefits may be paid to you. Your Normal Retirement Date is the earlier of the date when you reach age 55 and complete 20 years of Credited Service or the date when you reach age 62 and complete 3 years of Credited Service as a regular employee.

### **Early Retirement Date**

Your Early Retirement Date is the first day of any month following completion of 20 years of Credited Service. You may retire at any time following this date with reduced benefits as described later.

### **DROP Election Date**

If you participate in the Deferred Retirement Option Plan (DROP), your DROP Election Date is the date when you elect to enter the DROP.

### **DROP Termination Date**

If you elect to enter the DROP, your DROP Termination Date is the date when you cease to be an employee of the City and begin receiving your calculated retirement benefit.

### **Delayed Retirement Date**

You may continue to work past your Normal Retirement Date. If you do so, the date you actually stop working will be your Delayed Retirement Date.

## RETIREMENT BENEFITS

### **Normal Retirement Benefit**

If you retire on your Normal Retirement Date, the monthly benefit that you will receive is your Normal Retirement Benefit. The amount of your Normal Retirement Benefit is based on the following factors:

1. Your Covered Salary - This is the amount of your compensation including base pay and regular longevity wages, but excluding overtime, bonuses and any other non-regular payments. Covered Salary will be limited to \$200,000 (as adjusted periodically for cost-of-living) in any one year. The adjusted pay limit for 2008 is \$230,000.
2. Your Average Monthly Salary - This is the monthly

average of your Covered Salary for the highest 78 completed bi-weekly pay periods (times 1.0048) during your employment with the Employer.

3. Your years of Credited Service at your Normal Retirement Date.
4. 2.75% benefit accrual rate.

The calculation of your Normal Retirement Benefit is as follows:

2.75% of your Average Monthly Salary multiplied by your years of Credited Service.

**Example:** your Average Monthly Salary at Normal Retirement Date is \$2,500 and your Credited Service is 20 years. The calculation is:

$$2.75\% \times \$2,500 \times 20 \text{ years} = \$1,375$$

Your Normal Retirement Benefit payable each month would be \$1,375.

The Normal Retirement Benefit is paid to you for your life in accordance with the Normal Form of Benefit Payment as described later (however, see the sections on Death Benefits After Retirement and Election of Optional Forms of Benefit Payments). Your benefits from this Plan are paid in addition to any benefits you may receive from Social Security.

#### **Accrued Benefit**

The portion of your Normal Retirement Benefit that you have earned at any point in time prior to your Normal Retirement Date is your Accrued Benefit. Your Accrued Benefit is computed in the same way as the Normal Retirement Benefit, except you use your present Average Monthly Salary and Credited Service in the preceding calculation. If you are vested at your date of termination, you would be eligible to receive your Accrued Benefit as a monthly amount starting on your Normal Retirement Date. Vesting provisions are described later in this document.

#### **Early Retirement Benefit**

If you retire early, you may elect to receive your Early Retirement Benefit either on a deferred basis or immediately.

1. A deferred Early Retirement Benefit means the benefit begins on your Normal Retirement Date and is paid to you for your life. The benefit is equal to your Accrued Benefit on the date you terminated your employment.

2. An immediate Early Retirement Benefit is a benefit that begins on your Early Retirement Date and is paid to you for your life. The benefit is equal to your Accrued Benefit on the date you retire, but reduced for the number of months by which the starting date of the benefit precedes your Normal Retirement Date. The benefit is reduced to take into account the fact that you will begin to receive the benefit sooner and are expected to receive payments for a longer period of time. The following table shows how much your reduced benefit will be if payments begin before your Normal Retirement Date:

Number of Years Early	Early Retirement Benefit as Percentage of Accrued Normal Retirement Benefit
1	93.3%
2	86.7
3	80.0
4	73.3
5	66.7
6	63.3
7	60.0
8	56.7
9	53.3
10	50.0

The Early Retirement Benefit is paid to you for your life in accordance with the Normal Form of Benefit Payment as described later (however, see the sections on Death Benefits After Retirement and Election of Optional Forms of Benefit Payments). Your benefits from this Plan are paid in addition to any benefits you may receive from Social Security.

**Delayed Retirement Benefit**

The amount of your monthly Delayed Retirement Benefit is calculated and paid in the same way as the Normal Retirement Benefit. However, your Average Monthly Salary and Credited Service as of your actual retirement date are used in the calculation.

### **Cost of Living Adjustments**

Your monthly benefit will be eligible for cost of living adjustments beginning at the first anniversary of your retirement, payable on the following October 1. This is described in more detail in the Cost of Living Adjustment section later in this document.

### **Procedures For Filing For Retirement Benefits**

The following procedures are provided for your information, to assist you as you prepare for retirement (early, normal or delayed):

1. Advise your supervisor/department head in writing of your plans to retire.
2. Contact the Executive Director to set up an appointment to complete an application for retirement.
3. You will have to provide the Executive Director with certified copies of your birth certificate, marriage certificate, and your Beneficiary's birth certificate. (Last two items are required if you elect to receive an Optional Form of Benefit Payment other than Life Annuity).
4. The Executive Director will advise you when the final benefit calculation has been completed so that you can make a benefit selection. Your selected Beneficiary and two trustees should be present when the benefit option is selected.
5. The Board of Trustees approves retirement at next monthly board meeting.
6. **NOTE:** Contact your tax preparer for the most current tax laws concerning your pension.

## **DISABILITY RETIREMENT**

If you become totally and permanently disabled as defined by the Plan, you may be eligible for a disability benefit. In the case of a disability incurred in the line of duty (Service Incurred), you will be eligible for a benefit regardless of your length of service. In the case of a disability that is not incurred in the line of duty (Non-Service Incurred), you will be eligible for a benefit only if you have at least 10 years of Credited Service at the time of disability.

### **Service Incurred**

Eligibility: You must be totally and permanently disabled and unable to earn at least 75% of the earnings paid to you immediately prior to your disability. There is no service requirement, but you must be an active employee under the Plan at the time of your disability.

Benefit: The amount of your benefit due to a service incurred disability is 60% of your earnings in effect on the date of disability. This benefit is payable until the earlier of your death or recovery.

**Non-Service Incurred**

Eligibility: You must be totally and permanently disabled such that you cannot have regular and continuous duty as an employee. You must have at least 10 years of Credited Service and must be an active employee under the Plan at the time of your disability.

Benefit: The amount of your benefit due to a non-service incurred disability will be an amount equal to 2.75% of your Average Monthly Salary times your years of Credited Service, subject to a minimum of 25% of your earnings. This benefit is payable until the earlier of your death or recovery.

**Cost of Living Adjustments**

Your monthly benefit will be eligible for cost of living adjustments beginning at the first anniversary of your disability retirement, payable on the following October 1. This is described in more detail in the Cost of Living Adjustment section later in this document.

**Note:** To receive either type of disability benefit, you will have to qualify for such benefit based on standards determined by the Board of Trustees on a uniform, non-discriminatory basis.

**Procedures For Filing For Disability Retirement Benefits**

The following procedures are provided for your information:

1. Advise your supervisor/department head in writing of your plans to file for a disability retirement.
2. Notify the Executive Director to set up an appointment to complete an application for disability retirement.
3. You will have to provide the Executive Director with certified copies of your birth certificate, marriage certificate, and your Beneficiary's birth certificate. (Last two items are required if you elect to receive an Optional Form of Benefit Payment other than Life Annuity).
4. Provide names and addresses to the Executive Director of all doctors that have treated you for the disability.
5. Sign medical release forms provided by Executive Director.
6. After, and only after, all medical information has been received from your doctors, appointments will be made with the Retirement System's Medical Board physicians.

7. You are then examined by the Medical Board physicians and their written reports are sent to the Board of Trustees.
8. Medical Board's reports are reviewed by the Board of Trustees at a Board of Trustees meeting and the disability is either approved or denied.

## **SURVIVOR BENEFITS**

### **Before Retirement**

If you die while you are an active employee but before you are vested, your Beneficiary will receive a death benefit equal to one times your annual earnings, plus a refund of your accumulated contributions plus interest. The death benefit related to your annual earnings will be payable in equal monthly installments for 48 months. The refund of your contributions plus interest will be paid in a single lump sum immediately upon proof of death. If you are an Elected Official or Appointee, your Beneficiary is not entitled a refund of the contributions made by the City on your behalf.

If you die after you become vested, your Beneficiary will receive a monthly benefit for 10 years as though you had retired on your date of death and had selected to receive your benefit under Option 2, 10 Year Certain and Life (see Forms of Benefits Payable). Your beneficiary will receive this benefit whether or not you are eligible for early or normal retirement benefits at the time of your death. Your Beneficiary's monthly benefit will be eligible for cost of living adjustments beginning at the first anniversary of your death, payable on the following October 1. This is described in more detail in the Cost of Living Adjustment section later in this document.

### **After Retirement**

If you were receiving an optional form of retirement payment which provided for a survivor's benefit to be paid after your death, your Beneficiary will receive payments following your death in accordance with that option.

## **DEFERRED RETIREMENT OPTION PLAN (DROP)**

Once you have attained 20 years of service, and are at least age 55, or attained 3 years of service and are at least age 62, you are eligible to enter the Deferred Retirement Option Plan (DROP).

### **DROP Provisions**

Your election to enter the DROP is irrevocable and cannot later be

changed. You may participate in the DROP for a maximum of five years (60 months), and must agree to terminate your employment no later than the end of this period. DROP participants are not entitled to pre-retirement death or disability benefits from the Retirement System.

#### **DROP Account**

Your DROP Account will be credited with the monthly benefit you would have received had you retired from service on the date you enter the DROP, taking into consideration any optional form of benefit selected, as explained in the RETIREMENT BENEFITS section of this document. Your DROP Account will be credited with interest at the same rate as the investment earnings assumption for the Plan.

#### **Upon Termination**

Upon termination of employment, you will receive a distribution of your accumulated DROP Account balance and will begin receiving a monthly benefit equal to the monthly benefit you would have received had you retired from service on the date you entered the DROP, taking into consideration any optional form of benefit selected.

#### **Cost of Living Adjustments**

Your monthly benefit will not be eligible for cost of living adjustments while you are participating in the DROP. Your monthly benefit will qualify for a cost of living adjustment beginning on the first anniversary of your termination from employment, payable on the following October 1. This is described in more detail in the Cost of Living Adjustment section later in this document.

#### **Procedures For Filing For DROP**

The following procedures are provided for your information, to assist you as you prepare for entering the DROP:

1. Advise your supervisor/department head in writing of your plans to enter the DROP at least 30 days prior to the date you wish to enter the DROP.
2. Notify the Executive Director to set up an appointment to complete an application for the DROP program and designate the Beneficiary of your DROP account.
3. You will have to provide the Executive Director with certified copies of your birth certificate, marriage certificate, and your Beneficiary's birth certificate. (Last two items are required if you elect to receive an Optional Form of Benefit Payment other than Life Annuity).
4. The Executive Director will advise you when the final benefit calculation has been completed so that you can make a

benefit selection. Your selected Beneficiary and two trustees should be present when the benefit option is selected.

5. The Board of Trustees approves DROP entry at its next monthly board meeting.

**VESTED RETIREMENT BENEFIT**

If you terminate employment, other than by reason of retirement, disability or death, you may be entitled to a deferred Vested Retirement Benefit. This benefit is equal to your Accrued Benefit on your termination date multiplied by your vested interest. The following chart shows your vested interest in your Accrued Benefit.

<b>Vested Interest</b>			
<b>Completed Years of Service</b>	Elected and Appointed Employees	Senior Management Employees	All Other General Employees
Less than 5	0%	0%	0%
5 to 9	100%	100%	0%
10 or more	100%	100%	100%

If you become eligible for Early or Normal Retirement while you are working for the City, you are automatically 100% vested.

The vested benefit is payable at your Normal Retirement Date.

If you have fewer than 20 years of Credited Service before your termination, the time after your termination will count toward determining when you reach your Normal Retirement Date, but you will not accrue any additional benefit for the time after termination.

If you have 20 or more years of Credited Service before your termination, you may receive your vested benefit, reduced as for Early Retirement, at any time after your termination (see Early Retirement Benefit).

Your monthly benefit will be eligible for cost of living adjustments beginning at the first anniversary of your retirement, payable on the following October 1. This is described in more detail in the Cost of Living Adjustment section later in this document.

You may elect to immediately receive a refund of your own contributions, plus three (3) percent interest, even if you are not yet eligible to receive a retirement benefit. Please note that the election to take a refund of your contributions with interest would be in lieu of any and all

future benefit payments.

If you terminate before you are vested you will receive a refund of your own contributions, plus three (3) percent interest. Please note, however, that you must have at least one year of Credited Service to receive the three percent interest. If you are an Elected Official or Appointee, you are not entitled a refund of the contributions made by the City on your behalf.

The taxable portion of any refund you receive is subject to an automatic twenty (20) percent withholding for federal income tax purposes.

This tax can be avoided, however, if you roll the taxable portion over to an Individual Retirement Account (IRA) or another qualified employer plan. This rollover will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made directly by the Retirement System to your chosen IRA or other qualified employer plan.

### **Requesting a Refund of Contributions**

The following procedures are provided for your information:

1. Notify the Executive Director of your termination of employment and arrange to complete an Application for Refund of Contributions form and to obtain the required IRS Special Tax Notice Regarding Plan Payments.
2. Because complex rules apply to your refund and the rollover of payments, you should seek competent tax advice from your tax advisor.
3. Allow 3-4 weeks after you have completed the Application for Refund of Contributions and terminated your employment for your check(s) to be issued, whether the refund is paid to you or payment is made directly to your IRA or another qualified employer plan.

## **FORMS OF BENEFIT PAYMENTS**

### **Normal Form of Benefit Payment**

Unless you elect otherwise before retirement, your pension is payable as a Life Annuity. This is a series of monthly payments payable to you for your life; upon your death, no further payments will be made.

### **Election of Optional Forms of Benefit Payments**

You have the right at any time before your actual retirement date to elect not to have your retirement benefit paid in the Normal Form. Your benefit would then be paid in the form which you choose.

You may choose among the options described below and revoke any such elections and make a new election at any time before your actual

retirement. You must make such election by written request to the Plan Administrator and such election shall be subject to the approval of the Board of Trustees. This election also applies to terminated Participants who are eligible for payment of deferred Vested Retirement Benefits. The options available are as follows:

1. **Option 1 - Joint and Last Survivor Annuity**

You may elect to receive a decreased monthly retirement benefit during your lifetime and have such decreased retirement benefit (or a designated fraction thereof) continued after your death to your designated Beneficiary for the rest of that Beneficiary's lifetime. This election will be null and void if your designated Beneficiary dies before you retire and you do not select another Beneficiary prior to your retirement.

2. **Option 2 - Ten Year Certain and Life Thereafter Annuity**

You may elect to receive a decreased retirement benefit with 120 monthly payments guaranteed. If you die before receiving 120 payments, the payments will continue until a total of 120 payments have been made. If you live longer than ten years, payments are continued for the rest of your life, ceasing upon your death.

3. **Option 3 - Other**

In lieu of the other optional forms enumerated in this section, retirement benefits may be paid in any form approved by the Board of Trustees so long as actuarial equivalence with the benefits otherwise payable is maintained.

Under no circumstances shall the Board of Trustees approve a lump sum distribution of the present value of your accrued benefit. However, if you so elect, you may receive a distribution of all of your accumulated contributions, plus 3% interest, in lieu of a monthly retirement benefit.

In no event may the total of benefit payments to you and your Beneficiary be less than your own accumulated contributions plus 3% interest.

### **COST OF LIVING ADJUSTMENT**

Beginning October 1, 2000, the Plan allows for an annual guaranteed Cost of Living Adjustment (COLA) equal to two percent (2%) payable on October 1, plus an additional, variable COLA equal to up to

one percent (1%) if Plan earnings are sufficient (as certified by the Plan's actuary). The COLA is payable to each Retiree who has been retired for at least one year at the time of COLA payment (October 1). All retirees and their beneficiaries are eligible for the COLA once they have been retired for one year.

All COLA's will be paid on October 1 and will be payable to each Retiree who has been retired for at least one year as of that respective October 1. Once a Retiree has reached his/her first anniversary of retirement, such Retiree will be granted an annual COLA effective on the first retirement anniversary date, but payable on the next October 1.

**Example:**

Normal Retirement Date = March 1, 2008

First anniversary of retirement = March 1, 2009

First COLA is payable October 1, 2009, but with retroactive COLA increase due for March 1, 2009 – September 30, 2009.

In the event the Plan is not sufficiently funded in any one year to provide the additional, variable one percent increase, a retroactive variable COLA will be provided in subsequent years when the Plan is once again sufficiently funded (as certified by the Plan's actuary).

**TERMINATION OF THE PLAN**

If the Plan is terminated or if the Employer discontinues making contributions, you will immediately become 100% vested in the benefit you have earned to date. All of the assets of the Plan would then be allocated to the Members according to certain classes of priority. Only after all accrued benefits have been paid and any other liabilities have been satisfied can any remaining money be returned to the Employer.

**IMPORTANT NOTICE**

There are certain circumstances which may result in the disqualification, ineligibility, denial, loss, forfeiture, suspension or deferral of your benefits in this Plan. The following is a list of some of these circumstances:

1. If you terminate employment before reaching the Normal or Early Retirement Date and you do not have enough Credited Service to have earned a vested interest, no benefits will be payable except for a return of your own contributions with interest.
2. No credit is allowed either for benefit accrual or vesting

- purposes for any period in which you are not considered a full-time employee.
3. Your retirement benefit will not be payable until your actual retirement date, even if you continue to work beyond your Normal Retirement Date.
  4. In the event this Plan terminates and the available Plan assets are less than the value of all Accrued Benefits, your Accrued Benefit may be reduced.
  5. Your Accrued Benefit may be forfeited if you are convicted of certain felonies as provided by State law (Chapter 112.3173 F.S.).
  6. Payment of your benefits may be subject to an income deduction order made pursuant to state or federal domestic relations laws.

### **YOUR RESPONSIBILITIES**

1. Retain this Summary Plan Description with your other important papers for later reference or for replacement by updated versions and supplemental notices, if any.
2. Upon completing eligibility requirements, sign an Application for Membership form and a Designation of Beneficiary form.
3. Keep your Beneficiary designation form updated to accurately reflect your wishes.
4. If you terminate employment, check to see if you are entitled to a Vested Retirement Benefit and the date payable.
5. If you should terminate employment with rights to a deferred Vested Retirement Benefit, then, shortly before the date on which it is to begin, you should inform the Executive Director to begin such payments.
6. Upon your retirement under Early, Normal or Delayed Retirement, complete the form necessary to indicate which Optional Form of Benefit you desire.
7. Stay abreast of Plan changes.

### **CLAIMS PROCEDURES**

#### **Claim Procedures**

Claims for benefits under the Plan must be filed in writing with the Executive Director. If you are eligible for any benefits from this Plan, you will be provided with a notification form showing the amount of your benefit and options, if any, and the earliest date on which such benefit is payable.

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is

wholly or partially denied, the Board of Trustees shall furnish you with a written notice of this denial within 15 days after its decision. The written notice will contain the specific reason or reasons for the denial, stated as clearly and concisely as is possible.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

#### **Claims Review Procedure**

1. Upon the denial of your claim for benefits, you may file a written request for review with the Executive Director.
2. You must file the request for review no later than 15 days after you have received written notification of the denial of your claim for benefits.
3. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Executive Director.
4. Within 90 days after the receipt of your request for a rehearing and review, the Board of Trustees shall meet, after giving you a minimum of 15 day's notice. You will have the right to be present at the rehearing with legal counsel, if you desire. At this rehearing you may present any additional evidence in support of your claim. You will be responsible for your own attorney's fees.
5. Your request for review will then be given a full and fair review. If your request is again denied, you may, within 30 days of the denial, appeal the Board of Trustees' final decision to the Circuit Court in and for the Seventeenth Judicial Circuit of Broward County. You will be responsible for your own attorney's fees.

<b>POMPANO BEACH GENERAL EMPLOYEES' RETIREMENT SYSTEM</b>	
<b>AS OF OCTOBER 1, 2007</b>	
<b>Actuarial Information</b>	
Present Value of Future Benefits for	
256 Service Retirees and Beneficiaries*	\$48,788,200
15 Disability Retirees	3,158,600
21 DROP Participants	10,547,200
20 Vested Terminations	3,115,000
512 Actively Employed Members	<u>\$107,328,000</u>
Total	\$172,937,000
Value of assets as used for actuarial purposes (Market Value = \$126,522,200)	118,772,800
Actuarial Accrued Liability	<u>143,587,100</u>
Unfunded Actuarial Accrued Liability	\$24,814,300
<b>Financial Information</b>	
Current Market Value of Investments of Fund	
Stocks	\$81,967,900
Corporate Bonds	22,068,900
U.S. Government Securities	4,769,300
Cash & Cash Equivalents	4,935,900
Real Estate	<u>12,789,800</u>
Total Invested Assets	\$126,531,700
Net Receivables and Other Assets	769,500
Net Payables	<u>-779,000</u>
Total Market Value of Assets	\$126,522,200
Contributions Made in Past Year	
Members	2,181,900
City	3,587,500
County & Sheriff's Office	476,700
Investment Income Received by Fund During Past Year (includes unrealized appreciation/depreciation)	16,573,500

\* Includes Beneficiaries receiving Pre-Retirement Death Benefits