A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

04-R-1025

A RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO EXECUTE A CLOSING AGREEMENT ON FINAL DETERMINATION WITH THE INTERNAL REVENUE SERVICE REGARDING THE CITY'S DEFINED BENEFIT PENSION PLANS; TO AUTHORIZE PAYMENT OF PENALTIES IN THE AMOUNT OF $81,000 TO BE CHARGED TO AND PAID FROM FAC 1A01 561001 T31001 (PAYMENTS TO OTHER GOVERNMENTS NON DEPARTMENTAL); AND FOR OTHER PURPOSES.

WHEREAS, the City maintains the General Employees Pension Plan, (Plan #001), a defined benefit plan intended to be a qualified plan under section 401(a) of the Code; and

WHEREAS, Plan #001 has been in existence since 1927, and has a plan year ending December 31; and

WHEREAS, Plan #001 received a favorable determination letter dated May 19, 1998 from the Internal Revenue Service (hereafter "Service"); and

WHEREAS, the City maintains the Police Officers Pension Plan, (Plan #002), a defined benefit plan intended to be a qualified plan under section 401(a) of the Code; and

WHEREAS, Plan #002 has been in existence since 1933, and has a plan year ending December 31; and

WHEREAS, the Plan #002 received a favorable determination letter dated May 19, 1998 from the Service; and

WHEREAS, the City maintains the Firefighters Pension Plan (Plan #003), a defined benefit plan intended to be a qualified plan under section 401(a) of the Code; and

WHEREAS, Plan #003 has been in existence since 1924, and has a plan year ending December 31; and

WHEREAS, Plan #003 received a favorable determination letter dated May 19, 1998 from the Service; and

WHEREAS, the Tax Exempt and Government Entities Division of the Service has conducted an examination of each of the Plans for the plan year ended December 31, 2001, and a determination has been made by the Service that the City failed to amend the Plans within the remedial amendment period ending December 31, 2002, to comply with various aspects of current law, as required under The Uruguay Round Agreements Act,

Public Law 103-465 ("GATT"); The Uniformed Services Employment and Reemployment Rights Act of 1994, Public Law 103-353 ("USERRA"); The Small Business Job Protection Act of 1996, Public Law 104-188 ("SBJPA"); The Taxpayer Relief Act of 1997, Public Law 105-34 ("TRA '97"); and The Internal Revenue Service Restructuring and Reform Act of 1998, Public Law 105-206 ("RRA '98"), collectively known as "GUST;" and

WHEREAS, as a result of the examination, the Service has determined that the City failed to adopt amendments to the Plans to satisfy the requirements of the Community Renewal Relief Act of 2000 ('CRA') with respect to the definitions of compensation in section 414(s)(2) and 415(c)(3) of the Code; and

WHEREAS, as a result of the examination, the Service has determined that the City failed to adopt amendments to the Plans, to preserve the remedial amendment period, for the requirements of the Economic Growth and Tax Relief Reconciliation Act of 2001(EGTRRA); and

WHEREAS, as a result of the examination, the Service proposed revoking the qualified status of the Plans retroactively to the Plan year beginning January 1, 1999 and thereafter; and,

WHEREAS, the City has submitted a proposed document to amend and restate the Plans so as to comply with the requirements of GUST and EGTRRA; and

WHEREAS, on March 31, 2004 the City applied to the Service for a determination letter with respect to GUST, CRA and EGTRRA; and

WHEREAS, the City has determined that the proposed "Closing Agreement On Final Determination Covering Specific Matters" for Plans #001, #002, #003, attached hereto as Exhibits A, B and C respectively, is in its best interest and the best interest of the Plans; and

WHEREAS, the Service through its authorized representative, has determined that said agreements are also in its best interest.

THE COUNCIL OF THE CITY OF ATLANTA, HEREBY RESOLVES that the Chief Financial Officer of the City of Atlanta be authorized to execute the proposed "Closing Agreement On Final Determination Covering Specific Matters", attached hereto in substantial final form, for the General Employees, Police Officers, and Firefighters Defined Benefit Pension Plans.

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to pay the required penalties assessed by the Internal Revenue Service, the sum of which is $81,000 from FAC 1A01 561001 T31001 (Payments To Other Governments Non Departmental.

Exhibit A
CLOSING AGREEMENT
ON FINAL DETERMINATION
COVERING SPECIFIC MATTERS

Pursuant to section 7121 of the Internal Revenue Code (the "Code"), the City of Atlanta, (the "City"), 68 Mitchell Street, Atlanta, Georgia, 30302, EIN: 58-6000511, and the Commissioner of the Internal Revenue Service (the "Service") enter into this Closing Agreement On Final Determination Covering Specific Matters (the "Closing Agreement"):

WHEREAS, the City maintains the City of Atlanta General Employees' Pension Plan (#001) (the "Plan"), a defined benefit plan that is intended to be a qualified plan under section 401(a) of the Code; and

WHEREAS, the Plan has been in existence since 1927 and has a plan year ending December 31; and

WHEREAS, the Plan received a favorable determination letter dated May 19, 1998 from the Service; and

WHEREAS, the Tax Exempt and Government Entities Division of the Service has conducted an examination of the Plan for the plan year ended December 31, 2001, and a determination has been made by the Service that the City failed to amend the Plan within the remedial amendment period ending December 31, 2002 to comply with various aspects of current law, as required under the Uruguay Round Agreements Act, Public Law 103-465 ("GATT"); the Uniformed Services Employment and Reemployment Rights Act of 1994, Public Law 103-353 ("USERRA"); the Small Business Job Protection Act of 1996, Public Law 104-188 ("SBJPA"); the Taxpayer Relief Act of 1997, Public Law 105-34 ("TRA '97"); and the Internal Revenue Service Restructuring and Reform Act of 1998, Public Law 105-206 ("RRA '98") (referred to herein collectively as "GUST"); and

WHEREAS, the Service has determined that the City failed to adopt amendments to the Plan to satisfy the requirements of the Community Renewal Tax Relief Act of 2000 ("CRA") with respect to the definitions of compensation in section 414(s)(2) and 415(c)(3) of the Code; and

WHEREAS, the Service has determined that the City failed to adopt good faith amendments to the Plan, to preserve the remedial amendment period, for the requirements of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"); and

WHEREAS, the Service, as a result of the examination, proposed revoking the qualified status of the Plan retroactively to the Plan year beginning January 1, 1999 and thereafter; and,

WHEREAS, the City has proposed to amend the Plan to comply with the requirements of GUST, CRA and EGTRRA; and

WHEREAS, on March 31, 2004, the City applied to the Service for a favorable determination letter for the Plan with respect to GUST, CRA and EGTRRA; and

WHEREAS, the City has determined that the Closing Agreement, as set forth herein, is in its best interests; and

WHEREAS, the Service, through its authorized representative, has determined that the Closing Agreement is also in its best interests.

NOW IT IS HEREBY DETERMINED AND AGREED that for Federal income tax purposes, that the above representations are material to this Closing Agreement, and that:

1. The Service will not treat the Plan as being disqualified for Plan years ended December 31, 1999 through December 31, 2003.

2. Contemporaneously with the execution of this Closing Agreement, the City will pay Thirty Thousand Dollars ($30,000) to the United States Treasury.

3. The City will not amortize, deduct or recover, nor will it attempt to amortize, deduct or recover any portion of the payment described in paragraph 2 from the Service, nor will the City receive or attempt to receive any Federal tax benefit on account of such payment.

4. No portion of the payment described in paragraph 2 shall be considered as:

   (a) compensation to, or the discharge of any obligation or liability of, any employee or former employee of the City; or

   (b) taxable income to any employee or former employee of the City.

5. This Closing Agreement constitutes a resolution under the Code of the specific matters discussed herein. No inference shall be made with respect to whether this resolution satisfies other Federal law including Title I of the Employee Retirement Income Security Act of 1974.

NOW, IT IS HEREBY FURTHER AGREED, that each matter determined in this Closing Agreement **SHALL BE FINAL AND CONCLUSIVE, EXCEPT** as follows:

1. A matter may be reopened in the event of fraud, malfeasance or misrepresentation of material fact.

2. Each matter is subject to the Code sections that expressly provide that effect be given to their provisions notwithstanding any other law or rule of law, except

Code section 7122.

3. If a matter relates to a taxable period ending after the date of this Closing Agreement, it is subject to any law enacted after the date of the Closing Agreement that applies to that taxable period.

IN WITNESS WHEREOF, the above parties to this Closing Agreement have executed four copies of this Closing Agreement on the dates indicated below.

By signing this Closing Agreement, the parties certify that they have read and agree to the terms of this document.

CITY OF ATLANTA

By:_____**Date Signed:**_____

Name/Title: Richard Anderson / Chief Financial Officer

CITY OF ATLANTA GENERAL EMPLOYEES' PENSION PLAN

By: _____**Date Signed:**_____

Name/Title: Richard Anderson / Authorized Trustee

COMMISSIONER OF INTERNAL REVENUE

By:_____**Date Signed:**_____

Name/Title: Robert E. Henn / EP Area Manager, Northeast

Exhibit B
CLOSING AGREEMENT
ON FINAL DETERMINATION
COVERING SPECIFIC MATTERS

Pursuant to section 7121 of the Internal Revenue Code (the "Code"), the City of Atlanta, (the "City"), 68 Mitchell Street, Atlanta, Georgia, 30302, EIN: 58-6000511, and the Commissioner of the Internal Revenue Service (the "Service") enter into this Closing Agreement On Final Determination Covering Specific Matters (the "Closing Agreement"):

WHEREAS, the City maintains the City of Atlanta Police Officers Pension Plan (#002) (the "Plan"), a defined benefit plan that is intended to be a qualified plan under section 401(a) of the Code; and

WHEREAS, the Plan has been in existence since 1933 and has a plan year ending December 31; and

WHEREAS, the Plan received a favorable determination letter dated May 19, 1998 from the Service; and

WHEREAS, the Tax Exempt and Government Entities Division of the Service has conducted an examination of the Plan for the plan year ended December 31, 2001, and a determination has been made by the Service that the City failed to amend the Plan within the remedial amendment period ending December 31, 2002 to comply with various aspects of current law, as required under the Uruguay Round Agreements Act, Public Law 103-465 ("GATT"); the Uniformed Services Employment and Reemployment Rights Act of 1994, Public Law 103-353 ("USERRA"); the Small Business Job Protection Act of 1996, Public Law 104-188 ("SBJPA"); the Taxpayer Relief Act of 1997, Public Law 105-34 ("TRA '97"); and the Internal Revenue Service Restructuring and Reform Act of 1998, Public Law 105-206 ("RRA '98") (referred to herein collectively as "GUST"); and

WHEREAS, the Service has determined that the City failed to adopt amendments to the Plan to satisfy the requirements of the Community Renewal Tax Relief Act of 2000 ("CRA") with respect to the definitions of compensation in section 414(s)(2) and 415(c)(3) of the Code; and

WHEREAS, the Service has determined that the City failed to adopt good faith amendments to the Plan, to preserve the remedial amendment period, for the requirements of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"); and

WHEREAS, the Service, as a result of the examination, proposed revoking the qualified status of the Plan retroactively to the Plan year beginning January 1, 1999 and thereafter; and

WHEREAS, the City has proposed to amend the Plan to comply with the requirements of GUST, CRA and EGTRRA; and

WHEREAS, on March 31, 2004, the City applied to the Service for a favorable determination letter for the Plan with respect to GUST, CRA and EGTRRA; and

WHEREAS, the City has determined that the Closing Agreement, as set forth herein, is in its best interests; and

WHEREAS, the Service, through its authorized representative, has determined that the Closing Agreement is also in its best interests.

NOW IT IS HEREBY DETERMINED AND AGREED that for Federal income tax purposes, that the above representations are material to this Closing Agreement, and that:

1. The Service will not treat the Plan as being disqualified for Plan years ended December 31, 1999 through December 31, 2003.

2. Contemporaneously with the execution of this Closing Agreement, the City will pay Thirty Thousand Dollars ($30,000) to the United States Treasury.

3. The City will not amortize, deduct or recover, nor will it attempt to amortize, deduct or recover, any portion of the payment described in paragraph 2 from the Service, nor will the City receive or attempt to receive any Federal tax benefit on account of such payment.

4. No portion of the payment described in paragraph 2 shall be considered as:

   (a) compensation to, or the discharge of any obligation or liability of, any employee or former employee of the City; or

   (b) taxable income to any employee or former employee of the City.

5. This Closing Agreement constitutes a resolution under the Code of the specific matters discussed herein. No inference shall be made with respect to whether this resolution satisfies other Federal law including Title I of the Employee Retirement Income Security Act of 1974.

NOW, IT IS HEREBY FURTHER AGREED, that each matter determined in this Closing Agreement **SHALL BE FINAL AND CONCLUSIVE, EXCEPT** as follows:

1. A matter may be reopened in the event of fraud, malfeasance or misrepresentation of material fact.

2. Each matter is subject to the Code sections that expressly provide that effect be given to their provisions notwithstanding any other law or rule of law, except Code section 7122.

3. If a matter relates to a taxable period ending after the date of this Closing Agreement, it is subject to any law enacted after the date of the Closing Agreement that applies to that taxable period.

IN WITNESS WHEREOF, the above parties to this Closing Agreement have executed four copies of this Closing Agreement on the dates indicated below.

By signing this Closing Agreement, the parties certify that they have read and agree to the terms of this document.

CITY OF ATLANTA

By:_____**Date Signed:**_____

Name/Title: Richard Anderson / Chief Financial Officer

CITY OF ATLANTA POLICE OFFICERS PENSION PLAN

By: _____**Date Signed:**_____

Name/Title: Richard Anderson / Authorized Trustee

COMMISSIONER OF INTERNAL REVENUE

By:_____**Date Signed:**_____

Name/Title: Robert E. Henn / EP Area Manager, Northeast

Exhibit C
CLOSING AGREEMENT
ON FINAL DETERMINATION
COVERING SPECIFIC MATTERS

Pursuant to section 7121 of the Internal Revenue Code (the "Code") the City of Atlanta, (the "City"), 68 Mitchell Street, Atlanta, Georgia, 30302, EIN: 58-6000511, and the Commissioner of the Internal Revenue Service (the "Service") enter into this Closing Agreement On Final Determination Covering Specific Matters (the "Closing Agreement"):

WHEREAS, the City maintains the City of Atlanta Firefighters Pension Plan (#003)(the "Plan"), a defined benefit plan that is intended to be a qualified plan under section 401(a) of the Code; and

WHEREAS, the Plan has been in existence since 1924 and has a plan year ending December 31; and

WHEREAS, the Plan received a favorable determination letter dated May 19, 1998 from the Service; and

WHEREAS, the Tax Exempt and Government Entities Division of the Service has conducted an examination of the Plan for the plan year ended December 31, 2001, and a determination has been made by the Service that the City failed to amend the Plan within the remedial amendment period ending December 31, 2002 to comply with various aspects of current law, as required under the Uruguay Round Agreements Act, Public Law 103-465 ("GATT"); the Uniformed Services Employment and Reemployment Rights Act of 1994, Public Law 103-353 ("USERRA"); the Small Business Job Protection Act of 1996, Public Law 104-188 ("SBJPA"); the Taxpayer Relief Act of 1997, Public Law 105-34 ("TRA '97"); and the Internal Revenue Service Restructuring and Reform Act of 1998, Public Law 105-206 ("RRA '98") (referred to herein collectively as "GUST"); and

WHEREAS, the Service has determined that the City failed to adopt amendments to the Plan to satisfy the requirements of the Community Renewal Tax Relief Act of 2000 ("CRA") with respect to the definitions of compensation in section 414(s)(2) and 415(c)(3) of the Code; and

WHEREAS, the Service has determined that the City failed to adopt good faith amendments to the Plan, to preserve the remedial amendment period, for the requirements of the Economic Growth and Tax Relief Reconciliation Act of 2001("EGTRRA"); and

WHEREAS, the Service, as a result of the examination, proposed revoking the qualified status of the Plan retroactively to the Plan year beginning January 1, 1999 and thereafter; and,

WHEREAS, the City has proposed to amend the Plan to comply with the requirements of GUST, CRA and EGTRRA; and

WHEREAS, on March 31, 2004, the City applied to the Service for a favorable determination letter for the Plan with respect to GUST, CRA and EGTRRA; and

WHEREAS, the City has determined that the Closing Agreement, as set forth herein, is in its best interests; and

WHEREAS, the Service, through its authorized representative, has determined that the Closing Agreement is also in its best interests.

NOW IT IS HEREBY DETERMINED AND AGREED that for Federal income tax purposes, that the above representations are material to this Closing Agreement, and that:

1. The Service will not treat the Plan as being disqualified for Plan years ended December 31, 1999 through December 31, 2003.

2. Contemporaneously with the execution of this Closing Agreement, the City will pay Twenty-One Thousand Dollars ($21,000) to the United States Treasury.

3. The City will not amortize, deduct or recover, nor will it attempt to amortize, deduct or recover any portion of the payment described in paragraph 2 from the Service, nor will the City receive or attempt to receive any Federal tax benefit on account of such payment.

4. No portion of the payment described in paragraph 2 shall be considered as:

   (a) compensation to, or the discharge of any obligation or liability of, any employee or former employee of the City; or

   (b) taxable income to any employee or former employee of the City.

5. This Closing Agreement constitutes a resolution under the Code of the specific matters discussed herein. No inference shall be made with respect to whether this resolution satisfies other Federal law including Title I of the Employee Retirement Income Security Act of 1974.

NOW, IT IS HEREBY FURTHER AGREED, that each matter determined in this Closing Agreement **SHALL BE FINAL AND CONCLUSIVE, EXCEPT** as follows:

1. A matter may be reopened in the event of fraud, malfeasance or misrepresentation of material fact.

2. Each matter is subject to the Code sections that expressly provide that effect be given to their provisions notwithstanding any other law or rule of law, except Code section 7122.

3. If a matter relates to a taxable period ending after the date of this Closing Agreement, it is subject to any law enacted after the date of the Closing Agreement that applies to that taxable period.

IN WITNESS WHEREOF, the above parties to this Closing Agreement have executed four copies of this Closing Agreement on the dates indicated below.

By signing this Closing Agreement, the parties certify that they have read and agree to the terms of this document.

CITY OF ATLANTA

By:_____**Date Signed:**_____

Name/Title: Richard Anderson / Chief Financial Officer

CITY OF ATLANTA FIREFIGHTERS PENSION PLAN

By: _____**Date Signed:**_____

Name/Title: Richard Anderson / Authorized Trustee

COMMISSIONER OF INTERNAL REVENUE

By:_____**Date Signed:**_____

Name/Title: Robert E. Henn / EP Area Manager, Northeast