

**A G E N D A**  
**City Council Meeting**  
**Monday, May 20, 2019 – 6:00 p.m.**

➤ **OPENING**

- Call to Order
- Invocation by Pastor Susan Thisell, Good Shepherd Lutheran Church
- Pledge of Allegiance
- Roll Call

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

➤ **RECEIVE FORMAL PUBLIC COMMENT**

➤ **CONDUCT PUBLIC HEARINGS**

➤ **Public Hearings:**

- **Alcoholic Beverage License Application (Yashr Food Mart):** Receipt of public comment on an alcoholic beverage license application by Ankit Patel to sell wines, beer and/or malt beverages at dba Yashr Food Mart, 165 Main Street.

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes (5/6/19) and Workshop Synopsis (5/13/19).

➤ **Staff Reports**

- Receive Monthly Departmental Report from Director of Planning
- Receive Monthly Departmental Report from Director of Public Works
- Receive Monthly Departmental Report from Chief of Police
- Receive Monthly Departmental Report from Fire Chief

➤ **City Manager's Updates & Announcements**

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Zoning Map Amendment (1302 & 1252 Dean Forest Rd.):** Second reading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia; to rezone a portion of Lot 191 Silk Hope Farms Subdivision, and Lot A of the Dudley Subdivision, a subdivision of Lot 190 Silk Hope Farms Subdivision, owned by East Coast Properties, Leokate, and Baskets Unlimited, from their present zoning classification of "R-1" to a "C-2" zoning classification.

- **Ordinance, City's Retirement Plan:** First reading of an ordinance to amend and restate the Retirement Plan for the Employees of the City of Garden City in accordance with and subject to the terms and conditions set forth in the Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System Master Plan Document, and the GMEBS Trust Agreement.
- **Resolution, City Manager's Employment Agreement:** A resolution by the Mayor and City Council to approve the Second Amendment to the Employment Agreement between the City and City Manager, and to authorize the Mayor to enter into said Second Amendment on behalf of the City.
- **Resolution, Evergreen Solutions Contract:** A resolution by the Mayor and City Council to re-engage the consulting services of Evergreen Solutions, LLC, for the purpose of making recommendations for updating the City's Pay Plan as of Fiscal Year 2020, and to authorize the City Manager to execute a consulting services agreement with Evergreen Solutions, LLC.
- **Resolution, Rezoning Request by City of Garden City (Dean Forest Rd Parcels):** A resolution of the Mayor and City Council to request the Planning Commission to review the City's request to rezone several properties north of Old Louisville Road on Dean Forest Road from their current heavy commercial zoning to light industrial.
- **Alcoholic Beverage License Application:** Consideration by the Mayor and City Council of an alcoholic beverage license application by Ankit Patel to sell wines, beer and/or malt beverages at dba Yashr Food Mart, 165 Main Street.

➤ **ADJOURN**



The City of Garden City, Georgia  
 100 Central Avenue, Garden City, Georgia 31405  
 Phone: 912.966.7777 Fax: 912.966.2735

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed 4/24/19  
 For the Year 2019  
 Expires on December 31 of the above year

Check type of License	License Fee
<input type="checkbox"/> Spirituous Liquors (Package)	\$2,722.00
<input type="checkbox"/> Spirituous Liquors (by the drink)	\$2,722.00
<input checked="" type="checkbox"/> Beer and/or malt beverages	\$682.00
<input checked="" type="checkbox"/> Wines	\$236.00
<input type="checkbox"/> Advertising Cost	\$75.00



Total: \$ 993 pd ck# 1081 4/25/19

- Name of (proposed) business: Mahant Prasmukh Inc Dda: Yashvi Food Mart
- Location of business 165 Main St Garden City GA 31405
- Mailing address same
- Zoning District \_\_\_\_\_
- Business phone 912-335-1936
- Emergency phone \_\_\_\_\_
- Applicant Name Ankit Patel Age \_\_\_\_\_
- Applicant's Home Address 105 Lisa St Apt 67, Rincón, GA 31326
- Home phone 912-346-3216
- Ever held similar license? no Year —
- Date of Birth \_\_\_\_\_
- SSN \_\_\_\_\_



The City of Garden City, Georgia  
 100 Central Avenue, Garden City, Georgia 31405  
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**THIS PAGE FOR OFFICE USE ONLY**

Application received by DA Langandy Date \_\_\_\_\_



**POLICE DEPARTMENT REVIEW**

Fingerprinted by OK For License Date 5/3/19

Separate report submitted to the City Administrator:

[Signature] Date 5/2/19

Police Chief

Public Hearing held on May 20, 2019

Date advertised in Savannah Morning News May 8, 9, 10 - 2019

Action of Council  Approval  Denial

License(s) Issued + \_\_\_\_\_ Date \_\_\_\_\_

**MINUTES**  
**City Council Meeting**  
**Monday, May 6, 2019 – 6:00 p.m.**

**Call to Order:** Mayor Bethune called the meeting to order at 6:00 p.m.

**Opening:** Mayor Bethune invited Mr. Gerald Ethridge, Deacon of the First Baptist Church of Garden City to give the invocation. Mayor Bethune led City Council in the pledge of allegiance to the flag.

**Roll Call:**

**Members:** Mayor Bethune presided. **City Council Members:** Councilmember Campbell, Councilmember Cody, Councilmember Daniel, Councilmember Ruiz and Councilmember Tice. Absent: Mayor Pro-tem Bessie Kicklighter.

**Staff:** Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/ Clerk of Council; Pam Franklin, HR Director; Ben Brengman, IT Director; Cliff Ducey, Parks & Recreation Director; Jackie Jackson, Special Projects Coordinator; Gilbert Ballard, Chief of Police; Ron Alexander, Planning Director and Kurt Lewis, Assistant Fire Chief.

**Informal Public Comment:** Mayor Bethune opened the floor to receive comment from the audience. There being no comments or questions from the audience, Mayor Bethune closed the informal public comment portion of the meeting.

**City Council Minutes:** Upon motion by Councilmember Campbell, seconded by Councilmember Tice, City Council voted unanimously to approve the city council minutes dated 4/15/19 and workshop synopsis 4/22/19.

**Staff Reports:**

HR Director gave the Human Resources Department's report for the month of April.  
IT Director gave the Information Technology Department's report for the month of April.  
Recreation Director gave the Parks & Recreation Department's report for the month of April.

**City Manager's Updates and Announcements:** City Manager said all the municipalities presented their SPLOST projects to the County today. We anticipate future dialog as the County begins fine tuning the list of projects. The County is scheduled to approve the list of projects at their July 26<sup>th</sup> meeting.

**Items for Consideration:**

**Second Reading - Ordinance, Charter Amendment – Mayor & City Council Compensation:** Clerk of Council read for the second reading the heading of an ordinance to amend Section 2.04, Article II, of the Charter of Garden City, Georgia, to increase the salaries of Mayor and Councilmembers pursuant to Section 36-35-4 of the Official Code of Georgia Annotated, as amended.

Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council voted unanimously to adopt the ordinance on the second reading.

**Second Reading - Ordinance, Water & Sewer Connection Fees for Certain Development Projects:** Clerk of Council read for the second reading the heading of an ordinance to amend Chapter 82 of the Garden City Code relating to utilities, by adding a section 82-186 to Article V thereof pertaining to water and sewer rates and charges for the purpose of reducing the water and sewer connection fees for certain development projects within the City's urban redevelopment area.

Upon motion by Councilmember Ruiz, seconded by Councilmember Daniel, City Council voted unanimously to adopt the ordinance on the second reading.

**Second Reading - Ordinance, Building Permits & Inspection Fees for Certain Development Projects:** Clerk of Council read for the second reading the heading of an ordinance to amend Chapter 18 of the Garden City Code, relating to Buildings and Building Regulations, for the purpose of updating several code sections to correct clerical errors and/or update certain fee amounts, as well as for the purpose of adding Section 18-85 to reduce fees for building permits and inspections under Code Section 18-51, as to certain development projects within the City's urban development area.

Upon motion by Councilmember Tice, seconded by Councilmember Cody, City Council voted unanimously to adopt the ordinance on the second reading.

**First Reading - Ordinance, Zoning Map Amendment (1302 & 1252 Dean Forest Rd.):** Clerk of Council read for the first reading the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia; to rezone a portion of Lot 191 Silk Hope Farms Subdivision, and Lot A of the Dudley Subdivision, a subdivision of Lot 190 Silk Hope Farms Subdivision, owned by East Coast Properties, Leokate, and Baskets Unlimited, from their present zoning classification of "R-1" to a "C-2" zoning classification.

Councilmember Campbell made a motion, seconded by Councilmember Cody, to approve the ordinance on the first reading. Councilmember Campbell, Councilmember Cody, Councilmember Ruiz and Councilmember Tice voted in favor with Councilmember Daniel opposed.

**Resolution, Specialty Isolation Valve Installations:** Clerk of Council read the heading of a resolution by the Mayor & City Council to award a contract for the purchase and installation of four (4) specialized 6-inch "Inserta Valves" to D&R Utility Construction for the price of \$21,712.40; and to authorize the City Manager to sign the contract on behalf of the City.

Upon motion by Councilmember Ruiz, seconded by Councilmember Daniel, City Council voted unanimously to adopt the resolution.

**Resolution, Prosperity Drive Water System Design:** Clerk of Council read a resolution by the Mayor and City Council to enter into an agreement with Thomas and Hutton Engineering Company to provide engineering services in connection with extending the City's water and sewer infrastructure to the Prosperity Drive area; and to authorize the City Manager to execute an agreement for said services.

Upon motion by Councilmember Tice, seconded by Councilmember Daniel, City Council voted unanimously to adopt the resolution.

**FY2019 Updated Schedule of Fees:** Consideration by Mayor and City Council to approve an updated schedule of fees for fiscal year 2019.

Upon motion by Councilmember Tice, seconded by Councilmember Daniel, City Council voted unanimously to approve the update schedule of fees for fiscal year 2019.

**Adjournment:** Upon motion by Councilmember Campbell, seconded by Councilmember Ruiz, City Council unanimously adjourned the meeting at 6:22 p.m.

*Transcribed & submitted by: Clerk of Council  
Accepted & approved by: City Council 5/20/19*

**SYNOPSIS**  
**City Council Workshop**  
**Monday, May 13, 2019 @ 5:30 p.m.**

**Opening:** Mayor Bethune called the workshop to order at 5:30 p.m. and gave the invocation.

**Attendees**

**Members:** Mayor Bethune presided, City Council Members: Mayor Pro-tem Bessie Kicklighter, Councilmember Bruce Campbell, Councilmember Rosetta Cody, Councilmember Marcia Daniel, Councilmember Debbie Ruiz and Councilmember Kim Tice. Absent: Councilmember Rosetta Cody

**Staff:** Ron Feldner, City Manager; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Pam Franklin, HR Director; Jackie Jackson, Special Projects Coordinator; Ron Alexander, Planning Director; Gil Ballard, Chief of Police; Kurt Lewis, Assistant Fire Chief; and Scott Robider, Code Enforcement Supervisor.

**PC1915, Rezoning Request Resolution by the City of Garden City:** City Manager said this is a group of parcels by Clyde Munn's property. The property owners indicated they desired to do a group petition to request their properties to be rezoned from C-2 to I-1. This resolution is to put forth their petition so they can go forward with the Planning Commission.

After a brief discussion, City Council recommended staff move forward with placing the item on the May 20<sup>th</sup> agenda for formal consideration by City Council.

**Modifications to the City's Retirement Plan:** City Manager said this is to approve updates that GMA made to the overall plan last year. While we're approving the GMA updates, we decided to move forward with modifying the plan to allow me to get in the plan. Jim will get with Pam to prepare the paperwork.

City Attorney said the addendums to the plan will need to be adopted by ordinance. The ordinance serves as the plan agreement which includes any plan addendums.

After a brief discussion, City Council recommended staff move forward with placing the item on the May 20<sup>th</sup> agenda for formal consideration by City Council.

**Evergreen Solutions Contract:** City Manager said as you know, Evergreen has done studies in the past to evaluate the City's compensation compared to our peers. Pam has a proposal from Evergreen to perform an update. The cost for Evergreen to update the plan is \$9,500. This is a budgeted item for 2019. We would bring the study back to you for review and consideration. The plan update would not go into effect until 2020.

After a brief discussion, City Council recommended staff move forward with placing the item on the May 20<sup>th</sup> agenda for formal consideration by City Council.

**Mayor's Updates:** Mayor Bethune said a train was blocking the tracks in the old section of Garden City over the weekend. He said I contacted the on duty supervisor and they took care of it.

City Attorney said I called the lady at the railroad commission and she asked that we draft what tracks are being blocked and for how long. We currently have two pending citations in recorders court. The railroad would like to set up a meeting to discuss a resolution. The former chief of police was having weekly telephone calls with the railroad and it seemed to be helping. Gil didn't know anything about it. May be we should talk about reinstating the weekly telephone calls when we meet with them.

**City Manager's Updates:** City Manager said the County engineer contacted me about our SPLOST projects. I'm going to get with Jim and Jackie on revising some of the project descriptions.

Special Projects Coordinator reminded City Council of the groundbreaking ceremony on May 14<sup>th</sup> for Town Center.

**Revisions to City Manager's Employment Contract:** City Manager said Jim is preparing a resolution for the modifications to my employment contract. These are the modifications that we discuss in February during my annual revenue. This will also give me the right to purchase service credits to buy into the City's retirement plan.

City Attorney said the modifications will be effective July 1, 2019. Ron will have a two months window to purchase the service credits in accordance with the service credit purchase addendum, in which case his purchased service credit would be considered credited past service under the plan.

After a brief discussion, City Council recommended the City Attorney prepare the paperwork to place on the May 20<sup>th</sup> agenda for formal consideration by City Council.

**Adjournment:** City Council unanimously adjourned the workshop at 6:03 p.m.

*Transcribed and submitted by: Clerk of Council*

*Accepted and approved by: City Council*



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# **PLANNING AND ECONOMIC DEVELOPMENT GARDEN CITY GA**

## ***MONTHLY REPORT***

**PREPARED FOR:**

**Garden City Council**

**PREPARED BY:**

**Ron Alexander, Building Safety Director  
100 Central Ave.  
Garden City, Ga. 31405  
(912-547-2972)**

**April 30, 2019**

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## 1.0 MONTHLY REPORT

### 1.1 SPECIAL PROJECTS AND EVENTS

#### 1.1.1 Events

New Business: The Garden City Town Center development continues, Phase One began in October 2018. Groundbreaking for the Tapestry Park Apartments is scheduled for May 14<sup>th</sup>. The development will have additional landscapes, parking, retail, restaurants, office buildings and residential apartment housing consisting of one, two and three bedrooms. The apartment community will have a total of 232 units with many amenities such as a pool, clubhouse, fitness room and playground. The development will construct five new buildings to include BLDG 1 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 2 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 3 6,864 SF for Retail, BLDG 4 will be 2 stories with 38,400 SF Office Space and BLDG 5 will be 2 stories with 38,400 SF Office Space.

Site Development plans are under review for the Chatham City Apartments addition located at 4309 Augusta Road. The existing site is currently undeveloped land. The project will involve the addition of five new buildings, each building will have eight 2 bedroom units.

Site Development plans continue under review for Roush Truck Center located at 38 West Chatham Court. The property is currently vacant. Roush will develop the lot for construction of a 30,000 SF warehouse and a paved parking lot in front of the building.

Site Development plans continue under review for the W8 Shipping expansion. As of January the W8 Shipping Site Development at 4895 Old Louisville Rd is complete. W8 Shipping will develop the neighboring site located at 4903 Old Louisville Rd for their business expansion.

Site Development plans were approved and permits issued for the State Drug Testing Facility located at 24 West Chatham Court. The property is currently vacant. The proposed development will consist of a 5,500 SF, 2 story building (11,000 SF total) and a paved parking area. The Vertical plans are under review.

Site Development and Vertical plans are approved and pending GDOT approval for the new Garden City Plaza located at 511 US Highway 80. The existing site contains an abandoned used car dealership. The project will involve the demolition of the existing structures to make room for the construction of a new convenience store building with leasable area.

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In April the Site Development and Vertical plans were approved for construction of the new Popeye's Restaurant located at 4818 Augusta Road. The existing site consist of undeveloped grassed area and concrete pavement. The project will involve the construction of a new 2,147 SF restaurant, paved parking area, sidewalks and landscaping. Permits will be issued after Popeye's Project Management team completes selection of contractors.

Site Development continued for American 1 Logistics located at 1636 Dean Forest Road. The existing site contains a vacant single-family residence with a shop used for maintenance of vehicles. The project will involve the demolition of the residential structure. The maintenance shop will remain. The site will be redeveloped for a container drop yard with office space.

Site Development continued for Lot 7 of Centerpoint Intermodal Center on Sonny Perdue Drive. The Vertical construction is complete. The 248,000 SF building will have two tenant spaces one with 148,613 SF and the second space 99,196 SF. In April interior build out plans were received and permits issued for the 148,613 SF tenant space.

Site Development construction continued for SOS Tire at 266 Alfred Street. SOS Tire located at 115 Kicklighter Way will be expanding their operations. This required Re-Zoning the property at 266 Alfred Street from C-2A to I-1. The Vertical construction continued of the 20,000 SF building that will have a waiting area, business area, shop area and storage/parts area. New FEMA Flood Insurance Rate Map (FIRM) effective on August 16, 2018 show 266 Alfred Street changing from a high risk flood area to a moderate risk flood area the owner request to build according to the regulations of the new flood zone. As of April this project is 80% complete.

Site Development and building construction continued for Pump-N-Go on Augusta Road. The Pump-N-Go will develop the lot to add pumping stations and renovate the existing structure to include a convenience store and tenant spaces. As of April this project is 90% complete.

During the month of April 2019 there were several other new projects and business submitted for review and approval. Several others projects submitted previously have also been approved during this reporting period. The approved projects have recently commenced construction activities and are at various stages of construction at this time.

### **1.1.2 SPECIAL PROJECTS**

*CRS.* The City continues its efforts to strengthen our services in Floodplain Management. On 11/19/2018 Garden City improved from a CRS class 8 to a CRS class 6 with an effective date of 5/1/2019. To help the City of Garden City improve the resident's flood insurance rates and save money the department will continue to review the City's activities to

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make certain that this community is receiving credit for implemented activities noted in the CRS program.

*PPI.* The Program for Public Information (PPI) Committee for Garden City developed projects for 2019. During meetings the committee studied the needs of the community and the different needs for individual areas within the City as well as the City as a whole. The committee discussed the need for an aggressive campaign to get information out to the public and discussed target areas and groups that may need special attention. The committee discussed programs that are already taking place in the community and how those programs and activities fit the PPI plan. Newly proposed projects were developed through discussions at committee meetings. There are 10 projects and initiatives that will be implemented during 2019.

*Housing Team.* The Garden City Housing Team will renovate homes in 2019. In support of the Housing Team the Director of Planning and Economic Development and the Garden City Building Inspector will inspect homes for repair. The Planning and Economic Development department and the Housing Team will be working with DCA to receive funding in 2019.

### 1.1.3 New Businesses

<b>NAME</b>	<b>PHYSICAL ADDRESS</b>	<b>BUSINESS TYPE</b>
1. EXPRESS WIRELESS	403 HWY 80 STE H	CELL PHONE
2. PAPA JOHN'S PIZZA	103 MINUS AVE	LIMITED SERVICE RESTAURANT
3. SAIMAA INTERNATIONAL INC.	403 HIGHWAY 80 STE P	OFFICE & STORAGE FOR GAMING MACH
4. PERFECTIONIST JAY	901 KESSLER CT APT 6-5	OFFICE ONLY FOR MAKEUP ARTISIT
5. LANTER DELIVERY SYSTEMS LLC	34 W CHATHAM CT STE 1	FREIGHT TRANSPORTATION ARRANGEM
6. PRECISION DIESEL SERVICE	32 MINUS AVE	TRUCK & TRAILER REPAIR
7. SOUTH COAST DISTRIBUTORS LLC	102 PROSPERITY DR	GENERAL WAREHOUSING & STORAGE
8. ALLEYNE EQUALITY TRANS	610 B HIGHWAY 80	OFFICE FOR GENERAL FREIGHT TRUCKING
9. SUNBELT RENTALS INC	25 E TELFAIR PL	COMM & IND EQUIP RENTALS
10. ROADS SAFE RAFFIC SYSTEMS	226 OLD BUCKHALTER RD	ALL OTHER SUPPORT SERVICES
10. LL, LLC	319 MAIN ST	BOARDING HOUSE
11. YASHVI FOOD MART	165 MAIN ST	CONVENIENCE STORE W/GAS
12. GEORGIA SOUND COMM	1335 LYNNAH AVE UNIT 106	STORAGE FOR VOLT VOLTAGE CONTRAC
13. PILOT CORPORATION	1504 DEAN FOREST RD	CONVENIENCE STORE
14. PUMP N GO	4820 AUGUSTA RD	CONVENIENCE STORE
15. SPIRIT RIVER TRANSPORT LLC	47 SONNY PERDUE DR	GENERAL FREIGHT TRUCKING

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## 1.2 PLANNING AND ZONING

This department, in conjunction with the other effected City departments, continues to systematically develop the data base common to those department needs and improve accessibility to the individual departments.

*Monthly activity in Planning and Zoning services are as follows:*

There were 1 action items on the agenda of the Planning Commission and 0 action items for the Board of Appeals for the hearing on 4-9-2019.

The meeting notes are as follows:

**Minutes  
Board of Zoning Appeals/Planning Commission  
April 9, 2019 - 6:00PM**

**Board of Zoning Appeals**

No cases to be heard

**Planning Commission**

PC1906: Phillip R. McCorkle, applicant, request to rezone 1302 Dean Forest Road and 1252 Dean Forest Road from R-1 to C-2 for desired land use as a contractor business. PIN 6-0990-02-008; 6-0990-02-009A.

Chairman Monroe opened the floor for comment and those in favor of the request.

Phillip McCorkle stated his client is Dust Com Limited, C-2 is the zoning requested, intended for light industrial but it is the desire of the City for it to be commercial not industrial. The use is allowed with Board of Appeals approval and Garden City wants it developed as commercial. He stated this is keeping with the future land use and we can't file until finished with the rezoning process. He stated there will be vehicles but no heavy equipment and will have room in the facility to do any repair work.

Commission Selph asked Mr. McCorkle to elaborate on the use.

Mr. McCorkle said this will be an office building with landscaping, one gate and a portion will not be visible. He said the owner is aware there is to be no storage on the property and you will be able to see the office building.

Commissioner Jackson said I am familiar with Dust Com; they do site work.

Vice-Chair Perry said site prep include heavy equipment and I am not familiar with Dust Com.

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Mr. McCorkle said the equipment will be stored on the jobsite, they have been in business 35 years, have outgrown their facility and will relocate.

Vice Perry said what are the hours of operation and impact to the residents?

Mr. McCorkle said plans are for an 8ft block fence, we don't expect an impact to the residents. The hours of operation are 7am -5pm with seven people in the office.

Commissioner Cox said what are your plans for vegetation for the block wall?

Mr. McCorkle said pre-cast concrete or split face block.

Vice-Chair Perry said what are your efforts to not disturb wetlands?

Mr. McCorkle said the property is four acres, wetlands can't be disturbed as we are watched by DNR. He said the zoning use is a matter of right and the Board of Appeals has the authority for special use permits.

Ron Alexander; Director said the use requires Board of Appeals approval, a contracting business use is allowed but not for heavy equipment.

Chairman Monroe asked for further questions or comment for those in favor of the request; being none he called for opposition, with no opposition Chairman Monroe stated staff's recommendation is to approve the request with the six areas of consideration as listed in 90-201(e).

With no additional comment Chairman Monroe called for a motion. Commissioner Cox made a motion to recommend to Council to approve PC1906: Phillip R. McCorkle, applicant, request to rezone 1302 Dean Forest Road and 1252 Dean Forest Road from R-1 to C-2 for desired land use as a contractor business. PIN 6-0990-02-008; 6-0990-02-009A. Commissioner Crosby seconds the motion; a vote is taken and passes without opposition.

With no further business Commissioner Selph made a motion to adjourn the Planning Commission meeting; with a second by Commissioner Cox; the vote passes without opposition.

### **1.3 BUILDING DEPARTMENT**

During the month this office issued 54 permits for various items pertaining to Site Infrastructure and Vertical construction activities. There were approximately 102 onsite inspections associated with the permits issued. There has been approximately 100 plan reviews associated with the number of permits issued to ensure compliance with the civil, environmental, building, fire, mechanical, electrical and plumbing codes and ordinances adopted by the state and city. There has been approximately another 80 meetings to discuss a variety of issues concerning building related matters such as plans, codes, ordinances and procedures. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of

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inspections such as Business Licenses Verifications, Fire Inspections and Zoning Verifications.

***The following are the totals for the month:***

54 permits issued

102 inspections

100 plan reviews

80 meetings

Approximately 8 hrs. of in house and field training.

## **1.4 FIRE MARSHAL**

During this reporting period there were approximately 50 onsite Fire Inspections of Garden City's jurisdictional properties and facilities. During the month there has been approximately 50 in office Fire Protection reviews of planned projects pertaining to Fire Protection planning prior to permitting. These inspections and reviews are based on and are to ensure that all state and locally adopted codes are properly and efficiently enforced. Training in the above mentioned areas continues with major emphasis applied to training in the form of on-site training and in office training. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of reviews and inspections such as Business Licenses Verifications, Building Inspections and Zoning Verifications.

***The following are totals for Fire Marshal activities for the month:***

50 onsite inspections

50 plan reviews

Approximately 6 hrs. in house training and educational activities.

## **1.5 FLOODPLAIN MANAGEMENT**

During this reporting period, continued emphasis has been applied to monitoring construction activities in the Special Flood Plain Areas and keeping an inventory of the Cuts and Fills in those areas. The strengthening of communication and combined efforts of other regulatory agencies such as EPD and EPA continued this month. The efforts are important in order to ensure the City stays in compliance with federal regulations, and at the same time using those resources where possible to aid in the enforcement of those regulations common to all concerned. The efforts to improve the City's Community Rating System (CRS) is ongoing during this month. Part of that

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process involves interaction and participation of multi-jurisdictional meetings and trainings amid at unity in all the local jurisdiction in the enforcement of the common regulations. In doing so the City continues advancement in the governing regulations which yields better ratings resulting in lower Flood Insurance Rates for our citizens located in the Special Flood Hazard Areas. The enforcement involves meetings, plan reviews and site inspection of all City jurisdictional properties located in the Special Flood Hazard Area. City staff on a daily bases monitors all activity located in the areas.

***The following are totals for the month:***

Approximately 30 related site inspections

Approximately 30 plan reviews

## 1.6 PHOTOGRAPHS



SOS Tire - Alfred Street



Southern Eagle Expansion - Highway 80



Ion Coatings - Burgess Road



Spec Building 7 - Sonny Perdue Drive



Spec Building 7 - Sonny Perdue Dr



New Home - Water Oak Way



New Home - Water Oak Way

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: 5/20/2019**

**SUBJECT: *Public Works & Water Operations Monthly Status Report***

**Report in Brief**

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Departments. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of April and all project related information is current as of 4/30/2019.

Prepared by: Frank Sypeck  
Title                      Public Works Administration

Reviewed by: Benny Googe  
Title                      Public Works Director

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Ron Feldner, City Manager

Attachment(s)

**Public Works Department  
Monthly Status Report  
Summary – April 2019**

**Operations & Maintenance**

Public Works personnel **completed 30 Resident Requests**, making 142 **Work Orders** for the month of April. **They included:**

**Storm Drainage:**

- Ditch Maintenance (Backhoe): 1,574 feet
- Canal Maintenance (Kubota Sidecutter): 10 miles
- Underground stormwater utility point repairs: 0 feet pipe repair, multiple storm drains and inverts cleaned
- Storm Drains Vacuumed: \$0 (3<sup>rd</sup> Party)

**Streets:**

- \$5,913 for 3<sup>rd</sup> party street/asphalt repairs (1 apron, Byck, Main, 6<sup>th</sup>, Telfair Rd/Bunger Pit Rd)
- About 1,595 miles of shoulder maintenance
- Dirt/gravel roads scraped/graded: Old Buckhalter, Burgess, Beasley, Deloach, Davis
- Potholes repaired by staff (Big Hill)

**Street Sweeping:**

- 0 miles (Sweeper out for repairs)

**Signs & Markings:**

- 11 Knockdowns/replacements/cleaned/new (Not including GCPD Project)

**Street Lights:**

- 1 Street light outage/replacements (Reported to Georgia Power)
- 0 New Street light requests

**Mixed Dry Trash Collection by City:**

- 0 Tons Collected Total Mixed Dry Trash (\$65.14 / ton)
- 61.27 Tons Collected YTD taken to Savannah Regional Landfill
- 0 Truckloads Dry Trash taken to Savannah Inert Landfill
- 0 Truckloads Dry Trash YTD taken to Savannah Inert Landfill

**Trees:**

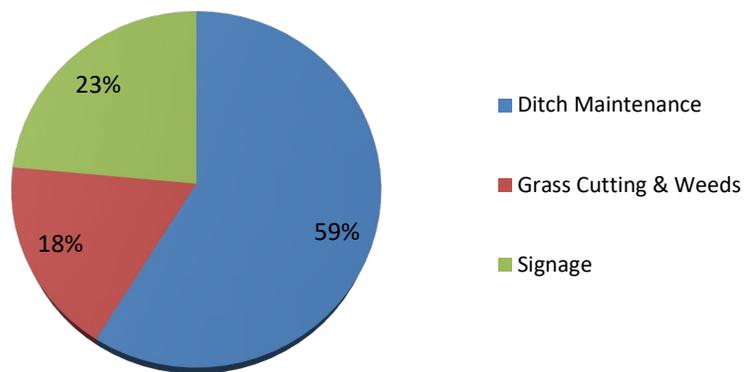
- \$5,475 spent for tree removal, tree trimming, and debris removal. (3<sup>rd</sup> Party)
- City Hall, Talmadge, Azalea

## Fleet Maintenance

During the month of **April**, the Shop serviced and/or repaired **69** city vehicles/apparatus & equipment for a current annual total of **240**.

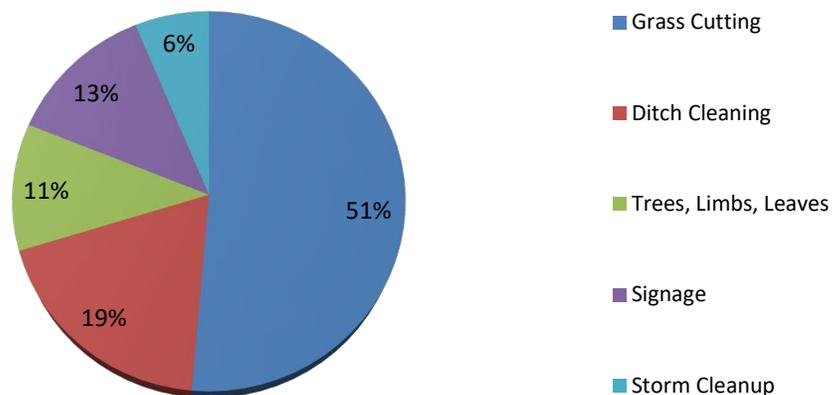
**Service Request** – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a **“Service Request”** is generated. This builds a computerized record of all requests made.

### *April's Top Service Requests*



**Work Order** – A **“work order”** is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

### *April's Top Work Order Types*



## Summary – April 2019

### Water Operations & Maintenance

144 **Service Orders** were received, and >>>>>>>> 28 **Work Orders**  
\_\_\_\_\_ Water/Sewer crews handled **172** total. \_\_\_\_\_  
for the month of April . They included:

#### Water: 23 Work Orders

- **Produced** 27.233 Million gallons of drinking water per day.
  
- **Hydrant Services**
  - 0 Hydrant Replacements
  - 2 Hydrant Repairs
  
- **Water Line Services**
  - 8 Lateral Line Repairs, Installs, Replacements, and Maintenance
  - 3 Main Line Repairs, Installs, Replacements, and Maintenance
  
- **Water Valve Services**
  - 133 Located services (Marking for new gas mains and services, and other projects on Azalea, Bowman, Lynn, Wallberry, Camellia, Smith, Main, Nelson, Ansford, Oberlin, Briarwood, Wildwood, Chatham Parkway, Telfair Place, Chatham Villa Drive. Marking of approximately 27,000 ft. Some major project work will continue into May.)
  - 2 Valve Replacements
  - 1 Valve Installations
  - 75 Water Cut-Ons
  - 50 Reconnects– Delinquent Water Bills
  - 69 Water Cut-Offs
  
- **Meter Services**
  - 6 Meter and MXU investigations
  - 2 Maintenance services
  - 1 Meter and MXU replacements
  - 50 City initiated Re-Reads
  - 0 Customer Requested Re-Reads
  - 0 Corrected Readings

- \* Meter investigations consist of checking meters for accuracy and checking for leaks as requested by residents.
- \* Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.
- \* City initiated Re-Reads occur any time a meter reader is requested to re-read a meter to confirm a high or low bill and, if needed, to give a courtesy notification of a possible leak. A re-read does not necessarily indicate a problem with the reading or the meter.

**Sewer: 5 Work Orders, including**

- ***Sewer Cleanout Services***
  - 0 Repairs
  - 0 Replacements
- ***Gravity Main Services***
  - 0 Inspections
  - 1 Repair
  - 0 Sanitary Sewer Overflow Event
- ***Sewer Lateral Services***
  - 2 Blockages Cleared
  - 1 Lateral Repairs
- ***Manhole Services (flushing & repairs)***
  - 1 Inspections and Maintenance
  - 0 Repairs

**Wastewater Treatment Plant and Water System**

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the month.
- The treatment plant treated and discharged a total daily average of 1.0 MGD.
- There were no violations of the Garden City NPDES permit or on the MORs for the month.
- The water system withdrew a total of 27.233 MGD and used 0.076 MG from Savannah I & D (Town Center Water System).
- During the month 33,705 lbs. dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except the annual tests that are contracted with EPD.

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: 05-10-19**

**SUBJECT: *Police Department Monthly Status Report***

**Report in Brief**

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of April 2019.

Prepared by: Angela S. Zipperer  
Title: Executive Assistant to  
Gilbert C. Ballard  
Chief of Police

Reviewed by: Gilbert C. Ballard  
Title: Chief of Police

---

Ron Feldner, City Manager

Attachment(s)

**Police Department  
Monthly Status Report  
Summary – April 2019  
Operations**

**Calls for Service**

There were a total of 2,701 calls for service in the month of April 2019, for a total of 10,596 calls for service year to date.

***Current month's calls included:***

**Offenses:**

Aggravated Assault	14	Burglary	1
Robbery	2	Larceny	24
M.V. Theft	1	Narcotics	13
Rape	0	Murder	0
All Others	2,589	Accidents	57

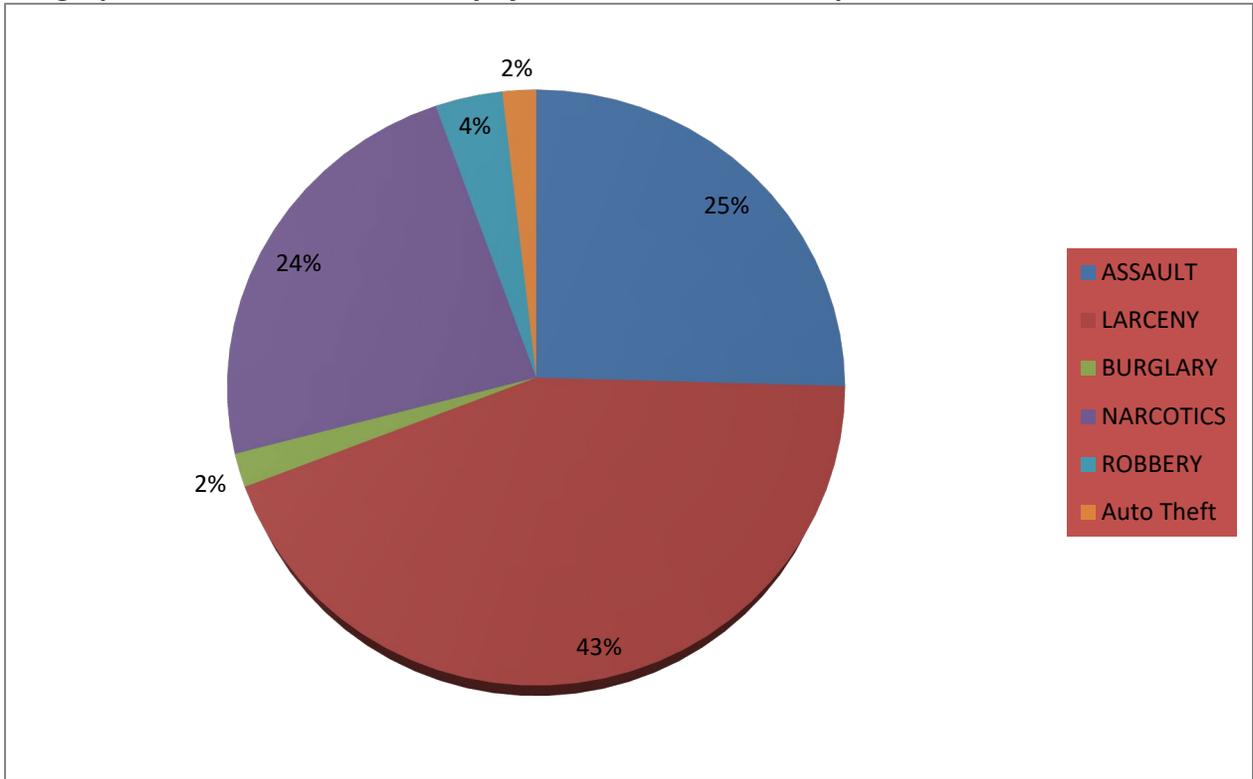
**Adult & Juvenile Arrest/Charge Summary**

The following is the total of ***Adult and Juvenile Arrests/Charges*** made by this department this month. This may not represent the actual number of individuals arrested as there are generally many cases where an individual will have multiple charges or counts of a specific charge. These statistics represent charges and arrests made for Criminal Code as well as Municipal Ordinance violations.

**Arrests**

Adult Arrests/Charges		Juvenile Arrests/Charges	
75	176	2	8

**The graph below is a visual summary of the Current Month's Top 6 Criminal Violations.**



**Current Month's Top 6 Criminal Violations by District**

**Mayor Bethune and Mayor Pro Tem/Council Member at Large Kicklighter**

	<b>Daniel District 1</b>	<b>Ruiz District 2</b>	<b>Campbell District 3</b>	<b>Cody District 4</b>	<b>Tice District 5</b>
<b>Assault</b>	2	0	1	3	8
<b>Larceny</b>	6	3	0	6	9
<b>Burglary</b>	1	0	0	0	0
<b>Narcotics</b>	5	5	0	3	0
<b>Robbery</b>	0	0	0	2	0
<b>Auto Theft</b>	0	0	0	4	0

## Traffic Violations

There were a total of 1,046 traffic violations during the month of April 2019. *They included:*

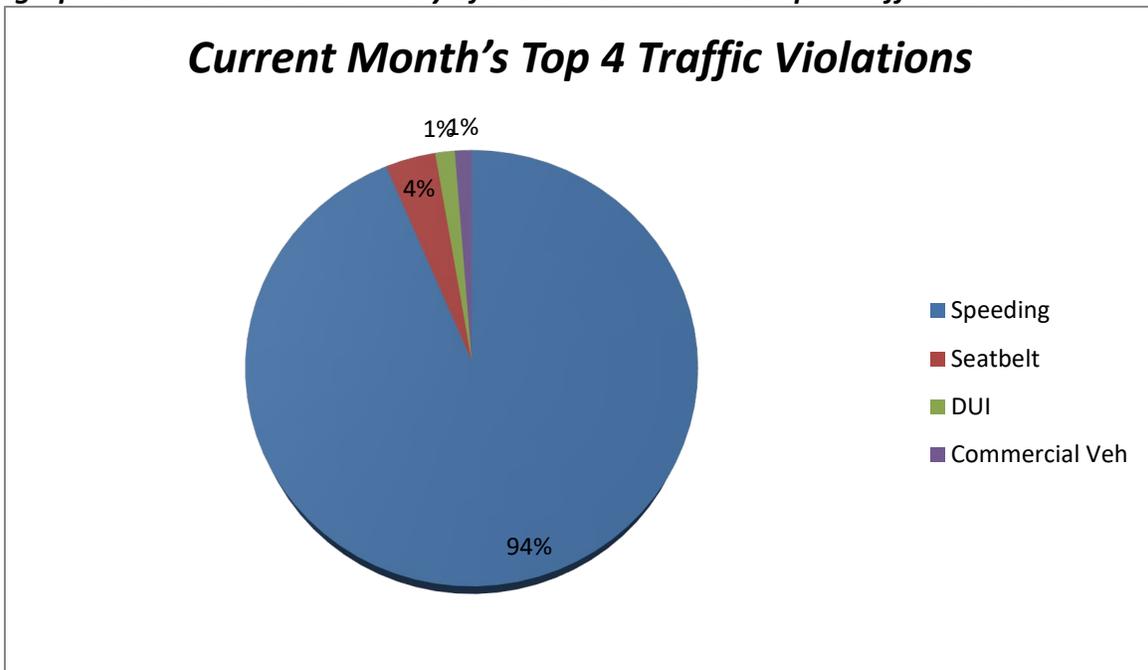
### Traffic Citations Issued

Traffic Accidents	35	Fatalities	0
Written Warnings	289	Speeding Violations	455
Seat Belt Violations	18	Miscellaneous Citations	236
DUI's	7	Total Citations	1,046

### Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued	6
------------------------	---

*The graph below is a visual summary of the Current Month's Top 4 Traffic Violations.*



## **Code Enforcement**

Dates for this summary are April 2019

Cases in Compliance	76
Illegal Signs Removed:	27
Property/Violation Re-inspection's	197
Properties Maintained in Lieu of Liens	0
Notice of Violations Issued	112
Court Cases Pending	3
Vehicles Tagged for Tow	23
Vehicles Removed/Remediated by or 3 <sup>rd</sup> Party	19
Vehicles Towed	4
Roll-out Cart Violations	6
Business License Inspections	2
Code Enforcement Educational Brochures Distributed "Door to Door"	410

## **Municipal Court Summary**

During the month of April 2019 the Garden City Municipal Court handled 1,456 cases for a current annual total of 3,645 cases.

➤ Total Traffic Citations and Criminal Cases handled in court	1,039
➤ Total Traffic Citations and Criminal Cases passed to another court date	312
➤ Cases issued probation	105

## **Training**

During the month of April 2019, police personnel reported a total of 279 hours of training resulting in an average of 7.54 hours of training per Officer. Some of the special training classes the officers attended during the month of April 2019 were: Narcan Training and Stop the Bleed Training, Range Qualifications, two Officers attended Supervision I and one Officer attended the Professional Management Program course.

## **Items of Interest for April 2019**

- **The Garden City Police Department hosted four “Cops at Bus Stops” in April; locations were (04-05-19) Plantation Town Homes, (04-11-19) The Pines, (04-11-19) Jasper and Olmstead and (04-25-19) Chatham City Apartments.**
- **The Garden City Police Department participated and provided food and drinks at the annual “Easter Extravaganza” at Sharon Park on April 13, 2019**
- **The Chief, Captain Papp and Lt Hood attended the Hurricane Conference on April 16, 2019**
- **Captain Papp attended the “Tenant Appreciation Day” at Chatham City Apartments on April 19, 2019.**
- **Lt Hood attended the luncheon for the Abbey Deloach Scholarship Foundation on April 26, 2019**
- **The Chief, Officer O’Neal and K9 Officer Brennaman and K9 Wolfi participated in the annual “Stand Up for America Day” parade on April 27, 2019**
- **The Garden city Police Department participated in the “Career Day” at the Garden City Elementary School on April 29, 2019 and April 30, 2019.**

**REPORT TO MAYOR AND CITY COUNCIL**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: May 15, 2019**

**SUBJECT: *Fire Department April 2019 Report***

**Report in Brief**

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the Month(s) of April of 2019, and all related information is current as of May 15, 2019.

Prepared by: Jennifer Scholl  
Title Executive Assistant to  
Corbin Medeiros  
Chief of Fire

Reviewed by: Corbin Medeiros  
Title Chief of Fire

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Ron Feldner, City Manager

Attachment(s)

## Calls for Service in April of 2019

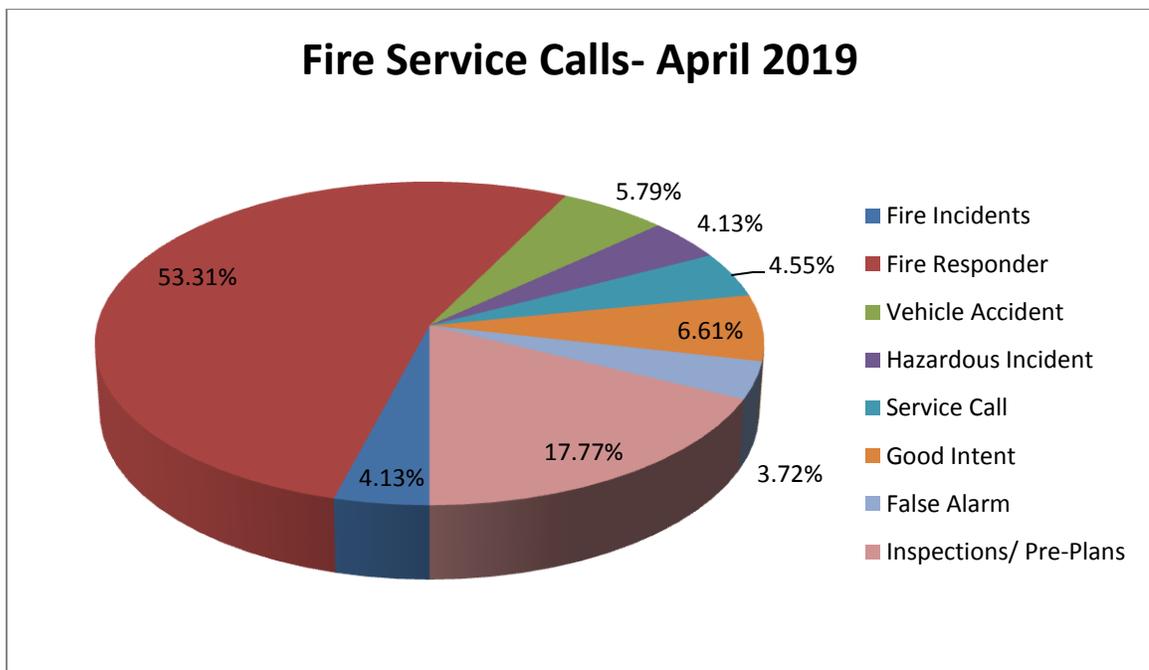
There were a total of 242 calls for service in the month of April, 2019, for a total of 785 calls for service year to date.

### ***Current month's calls included:***

#### **Incident Type:**

Fire Incidents	10	Good Intent	16
Fire Responder	129	False Alarm	9
Vehicle Accident	14	Service Call	11
Hazardous Incident	10	Inspections/ Pre-Plan	43

***The graph below is a visual summary of the Current Month's Fire Service Calls.***



## **Department Activities/ Events**

### **Department Training**

In March fire personnel reported a total of 330.91 hours of training resulting in an average of 22.06 hours of training per Firefighter.

### **National Fire Incident Reporting System (NFIRS)**

The department hosted the NFIRS training which was instructed by a representative from the Georgia State Fire Marshal's office.

### **Insurance Service Office (ISO) Training**

The department hosted training for understanding the ISO rating. GCFD personnel attended as well as many from surrounding departments.

### **Structural Fire Control**

Firefighter Jeff Mills completed this training at the GPSTC campus in Forsyth, and has successfully achieved his state certification in this area.

### **Youth Firesetter Intervention Specialist**

Firefighter Savannah Ward completed this training at the GPSTC campus in Forsyth, and has successfully achieved her state certification in this area.

### **Hurricane Conference**

Chief Medeiros attended the annual Hurricane Conference that is hosted by the Chatham Emergency Management Association.

### **Stop the Bleed/ Narcan Training**

GCFD personnel conducted Stop the Bleed/ Narcan Training for Georgia Port Authority Police Department personnel as well as Garden City Police Department personnel.

### **Georgia Public Safety Fire Investigations Seminar**

Assistant Chief Lewis attended the week long seminar which is vital in maintaining his certifications as a fire incident investigator.

### **2019 Emergency Preparedness Tabletop Exercise at Georgia Port Authority**

GCFD personnel participated along with other agencies in the emergency exercise scenario.

### **Meeting with Local Departments**

- During the month of April, Assistant Fire Chief Lewis attended the CCEMS Advisory Council meeting.
- Assistant Chief Lewis conducted testing for GFSTC at Effingham County Fire Department and Rincon Fire Department.

- Captain Roberts and his shift conducted extrication training with Pooler Fire Department.
- Assistant Chief Lewis and Captain Roberts observed the GSAR Task Force 5 at the Guardian Center.

## **Community Relations Activities/Events**

### **Senior Center Blood Pressure Checks**

During the month of March, the Department continued conducting weekly blood pressure checks at the Senior Center on Tuesdays. This activity continues with a great response.

### **Vopak Safety Day**

GCFD personnel attended the annual Vopak Safety Day and provided fire safety training for their industry.

### **Garden City Elementary Career Day**

GCFD personnel attended the Garden City Elementary Career Day and spoke to student about a career in fire service.

### **Garden City Easter Eggtravaganza**

GCFD personnel attended the annual Garden City Easter Eggtravaganza event at Sharon Park.

## Looking Ahead

- Partnering with Memorial Healthy University Medical Center and area schools on the "Stop the Bleed" program.
- Fire Department fitness program.

ORDINANCE 2019-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED; TO REZONE A PORTION OF LOT 191, SILK HOPE FARMS SUBDIVISION, AND LOT A OF THE DUDLEY SUBDIVISION, A SUBDIVISION OF LOT 190, SILK HOPE FARMS SUBDIVISION, OWNED BY EAST COAST PROPERTIES, LLC, LEOKATE, LLC, AND BASKETS UNLIMITED, LLC, FROM THEIR PRESENT ZONING CLASSIFICATION OF "R-1" TO A "C-2" ZONING CLASSIFICATION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

The Mayor and Council of Garden City, Georgia, hereby ordains and it is hereby ordained by the authority of the same:

Section 1: That the zoning ordinance and zoning map of Garden City, Georgia, as amended, be amended so that the following described property presently owned by East Coast Properties, LLC, Leokate, LLC, and Baskets Unlimited Brands, LLC, be rezoned from its present "R-1" zoning classification to a zoning classification of "C-2":

All that certain tract or parcel of land known as Lot A of the Dudley Subdivision, a subdivision of Lot 190 of Silk Hope Farms Subdivision, and a portion of Lot 191, Silk Hope Farms Subdivision, Seventh G.M. District, Chatham County, Garden City, Georgia, said Lot A being shown on a subdivision map recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book I, Page 44, and Lot 191 of the Silk Hope Farms Subdivision being shown on a subdivision map recorded in the aforesaid Clerk's Office in Subdivision Map Book A, Page 5A, the subject property being more particularly shown on a survey dated March 12, 2019, prepared by Terry Mack Coleman, Georgia Registered Land Surveyor No. 2488, attached hereto as Exhibit "A," said survey being incorporated herein by reference and being made a part hereof for better describing the metes, bounds, courses, and distances of the subject property which are as follows:

Beginning at an angle iron on eastern right-of-way line of Dean Forest Road having a Grid North, Georgia State Plane, East Zone, NAD 83 Coordinate of North 748,198.69 and East 952,002.04; running thence along the southern boundary line of the remaining portion of Lot 192, Silk Hope Farms Subdivision S70°48'57"E for a distance of 741.49 feet to a point; running thence through the Marsh Farms S21°23'18"W for a distance of 200 feet to a point; running thence along the northern boundary line of Lot B, Dudley Subdivision, N70°48'57" for a distance of

471.52 to a point; continuing along said northern boundary line S21°23'18"W for a distance of 80 feet to a point; continuing along said northern boundary line N70°46'57"W for a distance of 269.97 feet to a concrete right-of-way monument; running thence along the eastern right-of-way line of Dean Forest Road North 21°23'18"E for a distance of 280 feet to the Point of Beginning.

The above-described property measures 3.897 acres, more or less; has been assigned property identification numbers of 6-990-02-008 (as to the said portion of Lot 191) and 6-990-02-009A (as to said Lot A); and has been given street addresses of 1302 Dean Forest Road (as to the said portion of Lot 191) and 1252 Dean Forest Road (as to Lot A).

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective on the date of passage.

ADOPTED this \_\_\_\_\_ day of May, 2019.

\_\_\_\_\_  
Rhonda Ferrell-Bowles, Clerk of Council

Received and Approved this \_\_\_\_\_ day of May, 2019.

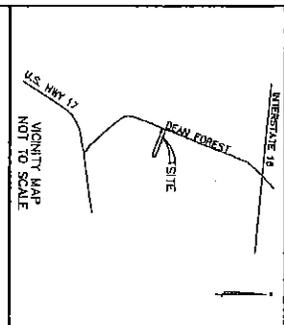
\_\_\_\_\_  
Don Bethune, Mayor

Read First Time: \_\_\_\_\_

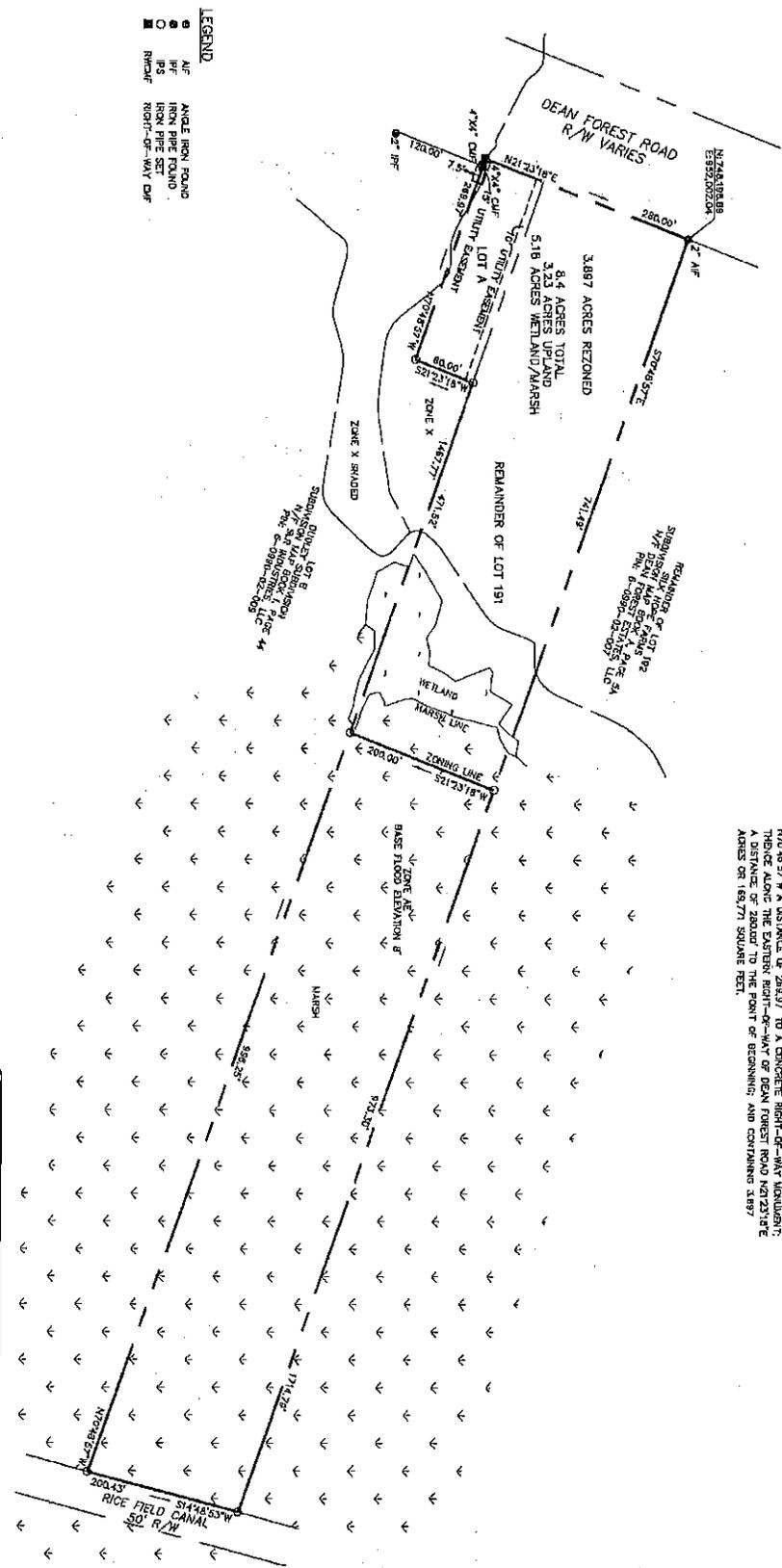
Read Second Time and Passed: \_\_\_\_\_

# EXHIBIT "A"

PLAT NO. 29-117-118  
 CHATTAHOOCHEE COUNTY, GEORGIA



- NOTES:**
1. PROPERTY ADDRESS: 1302 DEAN FOREST ROAD.
  2. THIS PROPERTY IS CURRENTLY ZONED: LOT A - R4 (PER SACS).
  3. THE HORIZONTAL DATA OF THIS PLAT IS LISTED IN PER SACS.
  4. THE HORIZONTAL DATA OF THIS PLAT IS LISTED IN PER SACS.
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  10. THE HORIZONTAL DATA OF THIS PLAT IS LISTED IN PER SACS.



- LEGEND:**
- A/P ANGLE IRON FOUND
  - I/P IRON PIPE FOUND
  - R/W/RW RIGHT-OF-WAY
  - ▨ R/W/RW RIGHT-OF-WAY

**REFERENCE:**

1. SUBDIVISION MAP BOOK 1, PAGE 5A.
2. SUBDIVISION MAP BOOK 1, PAGE 5A.

**GENERAL DESCRIPTION:**

ALL THAT CERTAIN TRACT OF LAND BOUND AS LOT A, DISTRICT SUBDIVISION, A SUBDIVISION OF LOT 181, AND THE REMAINING PORTION OF LOT 182, HOPE FARMS, 7TH G.M. DISTRICT, GARDEN CITY, CHATTAHOOCHEE COUNTY, GEORGIA, AS RECORDED IN SUBDIVISION MAP BOOK 1, PAGE 44 AND SUBDIVISION MAP BOOK A, PARTICULARS ON THE CHATTAHOOCHEE COUNTY, GEORGIA RECORDS AND DISTRICT HOPE FARMS, AS RECORDED IN PER SACS.

REMAINDER OF LOT 181, DISTRICT SUBDIVISION, A SUBDIVISION OF LOT 181, AND THE REMAINING PORTION OF LOT 182, HOPE FARMS, 7TH G.M. DISTRICT, GARDEN CITY, CHATTAHOOCHEE COUNTY, GEORGIA, AS RECORDED IN SUBDIVISION MAP BOOK 1, PAGE 44 AND SUBDIVISION MAP BOOK A, PARTICULARS ON THE CHATTAHOOCHEE COUNTY, GEORGIA RECORDS AND DISTRICT HOPE FARMS, AS RECORDED IN PER SACS.

**SURVEYORS CERTIFICATION**

AS REQUIRED BY SECTION (b) OF O.C.G.A. SECTION 44-1-1, I, THE SURVEYOR, HAVE PERSONALLY EXAMINED THE PLAT AND THE FIELD DATA AND AM SATISFIED THAT THE PLAT CORRECTLY REPRESENTS THE ACTUAL SURVEY AND THAT THE PLAT IS IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF SURVEYING AND MAPPING AND AS SET FORTH IN O.C.G.A. SECTION 44-1-1.



100' 50' 0' 100'  
 GRAPHIC SCALE: 1"=100'

A PLAT OF LOT A, DUDLEY SUBDIVISION, A SUBDIVISION OF LOT 180, AND THE REMAINING PORTION OF LOT 181, SILK HOPE FARMS, 7TH G.M. DISTRICT, GARDEN CITY, CHATTAHOOCHEE COUNTY, STATE OF GEORGIA  
 PREPARED FOR: DUSTCOM LIMITED, INC.



DATE: 3/12/2018  
 SCALE: 1"=100'  
 JOB #: 19-202  
 DRAWN BY: JBT  
 CHECKED BY: JMC

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE**  
**and**  
**ADOPTION AGREEMENT**  
**for**

**City of Garden City**

**Form Volume Submitter Adoption Agreement**  
**Amended and Restated as of January 1, 2013**  
**(With Amendments Taking Effect on or Before January 1, 2017)**

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## **I. AN ORDINANCE**

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Garden City, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Garden City, Georgia, and it is hereby ordained by the authority thereof:

**Section 1.** The Retirement Plan for the Employees of the City of Garden City, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

**Ordinance continued on page 37**

**II. GMEBS DEFINED BENEFIT RETIREMENT PLAN**  
**ADOPTION AGREEMENT**

**1. ADMINISTRATOR**

Georgia Municipal Employees Benefit System  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 404-577-6663

**2. ADOPTING EMPLOYER**

Name: **City of Garden City, Georgia**

**3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **100 Central Avenue, Garden City, GA 31405**  
Phone: **(912) 966-7777**  
Facsimile: **(912) 966-7792**

**4. PLAN REPRESENTATIVE**

**[To represent Governing Authority in all communications with GMEBS and Employees]**  
**(See Section 2.49 of Master Plan)**

Name: **City Manager**  
Address: **100 Central Avenue, Garden City, GA 31405**  
Phone: **(912) 966-7777**  
Facsimile: **(912) 966-7792**

## 5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position: **City Manager**

Position: **Clerk of Council**

Position: **Deputy City Manager**

Position: **Finance Director**

Position: **Mayor**

Position: **Mayor Pro Tem**

Position: **President of Council**

Pension Committee Secretary: **Human Resources Director**

Address: **100 Central Avenue, Garden City, GA 31405**

Phone: **(912) 966-7777**

Facsimile: **(912) 966-7792**

## 6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
  - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to: (1) make participation mandatory for all Regular Employees who otherwise satisfy the eligibility requirements for participation on or after July 1, 2019 (see Adoption Agreement, p. 5); (2) establish a Rule of 70 Alternative Normal Retirement qualification for the City Manager in such position on July 1, 2019 (see Adoption Agreement, p. 18); and (3) allow such City Manager to purchase prior service credit under the Plan (see Service Credit Purchase Addendum).**

## 7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is \_\_\_\_\_.

**(insert effective date of this Adoption Agreement not earlier than January 1, 2013).**

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the \_\_\_\_\_ **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on \_\_\_\_\_ **(insert original effective date of preexisting plan)**.

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **July 1, 2019** **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **March 20, 2017** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **January 1, 1973** **(insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective \_\_\_\_\_ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

## 8. PLAN YEAR

Plan Year means (**check one**):

- Calendar Year
- Employer Fiscal Year commencing \_\_\_\_\_.
- Other (**must specify month and day commencing**): \_\_\_\_\_.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

### A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (**check one**):

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**):  
**1) The City Manager, Deputy City Manager and Planning and Economic Development Director who were employed with the City in such positions on January 1, 2012 and who had previously agreed not to participate in this Plan pursuant to a contract with the City are ineligible to participate in this Plan, retroactive to the date on which they commenced employment in such positions; and 2) Any City Manager or Deputy City Manager who is first employed in such position on or after February 20, 2012 who agrees in a contract with the City not to participate in this Plan. Notwithstanding the foregoing, effective on or after July 1, 2019, all Eligible Employees, including but not limited to the City Manager in such position on or after such date, shall participate in the Plan. The City Manager in such position on July 1, 2019, shall not receive credit for service with the City prior to such date unless he purchases prior service credit for such service in accordance with the Service Credit Purchase Addendum, in which case his purchased service credit shall be considered Credited Past Service under the Plan.**

### B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically

identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) **Elected or Appointed Members of the Governing Authority (check one):**

- ARE NOT eligible to participate in the Plan.
- ARE eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Each elected or appointed member of the Governing Authority who holds an office on September 1, 1994, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after September 1, 1994, that he or she occupies any elective office of the Governing Authority. (Participation became mandatory effective January 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.) In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date he or she initially takes such office or returns to office.**

(2) **Municipal Legal Officers (check one):**

- ARE NOT eligible to participate in the Plan.
- ARE eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): **The Appointed City Attorney, provided he or she is not an active participant in the retirement plan of any other GMEBS member as a Municipal Legal Officer.**

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)) : **Each Municipal Legal Officer who holds an office on May 1, 1981 shall be qualified to participate in the Plan on such date. Each other Municipal Legal Officer who holds office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after May 1, 1981, that he or she occupies such office. (Participation became mandatory effective on or after January 1, 2003, with respect to any Municipal Legal Officer who was not an active participant in the retirement plan of another GMEBS member as a Municipal Legal Officer. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan. A Municipal Legal Officer who is first employed or who becomes reemployed by the City on or after January 1, 2003 must satisfy the definition of "Employee" as defined in Section 2.30 of the Master Plan in order to be eligible to participate in the Plan.) In accordance with Section 4.03(b) of the Master Plan, a Municipal Legal Officer who initially**

**takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date he or she initially takes such office or returns to office.**

## 10. ELIGIBILITY CONDITIONS

### A. **Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

**Exceptions:** If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

### B. **Months Per Year (Regular Employees)**

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- No minimum
- At least **5** months per year (regularly scheduled)

**Exceptions:** If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

The months to year requirement for excepted class(es) are:

- No minimum
- At least \_\_\_\_\_ months per year (regularly scheduled)

## 11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): \_\_\_\_\_.

## 13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

### A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) **Eligible Employees Employed on Original Effective Date of GMEBS Plan.**  
With respect to Eligible Employees who are employed by the Adopting Employer on the original

Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) **Previously Employed, Returning to Service after Original Effective Date.** If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): Credited Past Service shall not include service as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on September 1, 1994.

Credited Past Service shall not include service as a Municipal Legal Officer unless the Participant was serving as a Municipal Legal Officer, elected or appointed member of the Governing Authority, or Eligible Regular Employee on May 1, 1981.

(3) **Eligible Employees Initially Employed After Effective Date.** If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) **Newly Eligible Classes of Employees.** If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

**B. Prior Military Service**

**Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.**

(1) **Credit for Prior Military Service.**

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows (**check one**):

- Prior Military Service is **not** creditable under the Plan (**if checked, skip to Section 13.C. – Prior Governmental Service**).
- Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
  - Computing amount of benefits payable.
  - Meeting minimum service requirements for vesting.
  - Meeting minimum service requirements for benefit eligibility.

(2) **Maximum Credit for Prior Military Service.**

Credit for Prior Military Service shall be limited to a maximum of \_\_\_\_\_ years (**insert number**).

(3) **Rate of Accrual for Prior Military Service.**

Credit for Prior Military Service shall accrue at the following rate (**check one**):

- One month of military service credit for every \_\_\_\_\_ month(s) (**insert number**) of Credited Service with the Adopting Employer.

- One year of military service credit for every \_\_\_\_\_ year(s) (**insert number**) of Credited Service with the Adopting Employer.
  - All military service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years (**insert number**) of Credited Service with the Employer.
  - Other requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.
- (4) Payment for Prior Military Service Credit(check one):**
- Participants shall **not** be required to pay for military service credit.
  - Participants shall be required to pay for military service credit as follows:
    - The Participant must pay \_\_\_\_% of the actuarial cost of the service credit (as defined below).
    - The Participant must pay an amount equal to (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

Other Conditions for Award of Prior Military Service Credit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**(5) Limitations on Service Credit Purchases.** Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

**C. Prior Governmental Service**

**Note:** A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

**(1) Credit for Prior Governmental Service.**

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the

Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
  - Computing amount of benefits payable.
  - Meeting minimum service requirements for vesting.
  - Meeting minimum service requirements for benefit eligibility.

**(2) Definition of Prior Governmental Service.**

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

**(3) Maximum Credit for Prior Governmental Service.**

Credit for prior governmental service shall be limited to a maximum of \_\_\_\_\_ years **(insert number)**.

**(4) Rate of Accrual for Prior Governmental Service Credit.**

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- One month of prior governmental service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of prior governmental service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Adopting Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(5) Payment for Prior Governmental Service Credit.**

- Participants shall **not** be required to pay for governmental service credit.

- Participants shall be required to pay for governmental service credit as follows:
  - The Participant must pay \_\_\_\_% of the actuarial cost of the service credit.
  - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)**

**(1) Credit for Unused Paid Time Off.**

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

**Important Note:** Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
  - Unused sick leave
  - Unused vacation leave
  - Unused personal leave
  - Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(2) Minimum Service Requirement.**

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (**check one**):

- The Participant must be 100% vested in a normal retirement benefit.
- The Participant must have at least \_\_\_\_\_ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**(3) Use of Unused Paid Time Off Credit.** Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (**check one or more as applicable**):

- Computing amount of benefits payable.
- Meeting minimum service requirements for vesting.
- Meeting minimum service requirements for benefit eligibility.

**(4) Maximum Credit for Unused Paid Time Off.**

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of 6 months (**insert number**).

**(5) Computation of Unused Paid Time Off.**

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

**(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** \_\_\_\_\_.

## **14. RETIREMENT ELIGIBILITY**

### **A. Early Retirement Qualifications**

Early retirement qualifications are (**check one or more as applicable**):

- Attainment of age 55 (**insert number**)
- Completion of 10 years (**insert number**) of Total Credited Service

**Exceptions:** If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Early retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- Attainment of age \_\_\_\_\_ (**insert number**)
- Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service

**B. Normal Retirement Qualifications**

**Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.**

**(1) Regular Employees**

Normal retirement qualifications for Regular Employees are (**check one or more as applicable**):

- Attainment of age **65** (**insert number**)
- Completion of **5** years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Normal retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- Attainment of age \_\_\_\_\_ (**insert number**)
- Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62

(unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

(2) **Elected or Appointed Members of Governing Authority**

**Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan.** Normal retirement qualifications for this class are **(check one or more as applicable)**:

- Attainment of age **65 (insert number)**
- Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- Attainment of age \_\_\_\_\_ **(insert number)**
- Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject

to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**C. Alternative Normal Retirement Qualifications**

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

**Alternative Normal Retirement Qualifications (check one or more, as applicable):**

- (1)  Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2)  **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
- Attainment of age **55 (insert number)**
  - Completion of **20 years (insert number)** of Total Credited Service
  - In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Eligible Regular Employees.**

A Participant **(check one)**:  is required  is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the**

**definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):**

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- (3)  **Rule of 70 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant (**check one or more items below, as applicable**):

- Must have attained at least age **55 (insert number)**
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): **The City Manager in such position on July 1, 2019.**

A Participant (**check one**):  is required  is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):

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- (4)  **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least \_\_\_\_\_ years (**insert number**) of Total Credited Service, regardless of the Participant's age.

- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service

without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

A Participant **(check one)**:  is required  is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(5)  Other Alternative Normal Retirement Benefit.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All Participants who qualify.

- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

A Participant (**check one**):  is required  is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):  
\_\_\_\_\_.

(6)  **Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** \_\_\_\_\_.

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**):  
\_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.
- Only the following public safety employee Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

A public safety employee Participant (**check one**):  is required  is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):  
\_\_\_\_\_.

**Note:** "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

**D. Disability Benefit Qualifications**

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- \_\_\_\_\_ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**15. RETIREMENT BENEFIT COMPUTATION**

**A. Maximum Total Credited Service**

The number of years of Total Credited Service which may be used to calculate a benefit is (**check one or all that apply**):

- not limited.
- limited to \_\_\_\_\_ years for all Participants.
- limited to \_\_\_\_\_ years for the following classes of Eligible Regular Employees:
  - All Eligible Regular Employees.
  - Only the following Eligible Regular Employees: \_\_\_\_\_.
- limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority.
- limited to \_\_\_\_\_ years as a Municipal Legal Officer.

- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

**B. Monthly Normal Retirement Benefit Amount**

**(1) Regular Employee Formula**

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (check and complete one or more as applicable):

- (a) **Flat Percentage Formula.** 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): **Eligible Regular Employees who terminate on or after October 1, 2001.**

- (b) **Alternative Flat Percentage Formula.** \_\_\_\_\_% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

- (c) **Split Final Average Earnings Formula.** \_\_\_\_\_% (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus \_\_\_\_\_% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named):\_\_\_\_\_.

- (d) **Alternative Split Final Average Earnings Formula.** \_\_\_\_\_% (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus \_\_\_\_\_% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]**

**(2) Covered Compensation (complete only if Split Formula(s) is checked above):**

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.
- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$\_\_\_\_\_ (**specify amount**). This definition shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for

the **60** (insert number not to exceed 60) consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]**

**(4) Formula for Elected or Appointed Members of the Governing Authority**

The monthly normal retirement benefit for members of this class shall be as follows (**check one**):

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$25.00** (insert dollar amount) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]**

**C. Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
  - All Participants.

- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.
- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
  - All Participants.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.

**Alternative Early Retirement Reduction Table**

<b><u>Number of Years Before</u></b> <b><u>[Age (Insert Normal</u></b> <b><u>Retirement Age)]</u></b> <b>(check as applicable)</b>	<b><u>Percentage of</u></b> <b><u>Normal Retirement Benefit*</u></b> <b>(complete as applicable)</b>
<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

\*Interpolate for whole months

**D. Monthly Late Retirement Benefit Amount (check one):**

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table

contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

**E. Monthly Disability Benefit Amount**

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

**Minimum Disability Benefit.** The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum is established.
- No less than (**check one**):  20%  10%  \_\_\_\_% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- No less than (**check one**):  66 2/3 %  \_\_\_\_% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

**Note:** The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

**F. Minimum/Maximum Benefit For Elected Officials**

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.

- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- Other minimum or maximum (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

## 16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

### A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) **Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.
- (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to (**check one**):  all Retired Participants  only the following classes of Retired Participants (**must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer**): \_\_\_\_\_.

(2) **Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible

Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a)  The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

---

- (b)  The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

---

- (c)  The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Master Plan.

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

---

## **B. Cost Of Living Adjustment**

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following **(check one)**:

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed \_\_\_\_\_% **(insert percentage)**.
- (3) Fixed annual cost-of-living adjustment equal to \_\_\_\_\_% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) (**check one**):

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after \_\_\_\_\_ (**insert date**).
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i); specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): \_\_\_\_\_.

## **17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING**

### **A. Eligible Regular Employees**

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule (**check one**):

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<b><u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u></b>	<b><u>VESTED PERCENTAGE</u></b>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

**Exceptions:** If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Vesting Schedule for excepted class (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**B. Elected or Appointed Members of the Governing Authority**

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (**check one**):

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):  
\_\_\_\_\_.

## 18. PRE-RETIREMENT DEATH BENEFITS

**A. In-Service Death Benefit**

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

- (1)  **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
  - The Participant must be vested in a normal retirement benefit.
  - The Participant must have 5 years (**insert number**) of Total Credited Service.
  - The Participant must be eligible for Early or Normal Retirement.

- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

(2)  **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**Imputed Service.** For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (**check one**):

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**):  one-half (1/2)  \_\_\_\_\_ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): \_\_\_\_\_.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Eligibility conditions for alternative death benefit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**B. Terminated Vested Death Benefit**

(1) **Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.
- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): \_\_\_\_\_.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Eligibility conditions for alternative death benefit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

## 19. EMPLOYEE CONTRIBUTIONS

**(1) Employee contributions (check one):**

- Are not required.
- Are required in the amount of \_\_\_\_\_ % (**insert percentage**) of Earnings for all Participants.
- Are required in the amount of 2.5 % (**insert percentage**) of Earnings for Participants in the following classes (**must specify - specific positions are permissible; specific individuals may not be named**): All Eligible Regular Employees initially employed or reemployed on or after March 1, 2016.

**[Repeat above subsection as necessary if more than one contribution rate applies.]**

**(2) Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects (**check one**):

- To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- Not to pick up Employee Contributions.

**(3) Interest on Employee Contributions.** The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- Interest shall not be paid.
- Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

- Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):
- 

## **20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

## **21. TERMINATION OF THE ADOPTION AGREEMENT**

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

## **22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS**

**Adoption.** The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in

the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

**Authorization for Amendments.** Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These

amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

**GENERAL ADDENDUM TO THE  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM  
DEFINED BENEFIT RETIREMENT PLAN  
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Garden City, Georgia, as follows (complete one or more sections, as applicable):

\*\*\* Items (1) through (14) of pre-approved Addendum – Not Applicable \*\*\*

**(15) Other (may include, but shall not be limited to, provisions relating to Master Plan Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02):**

**(a) Effect of Refund of Contributions; Eligible Regular Employees Initially Employed Prior to March 1, 2016, Who Are Reemployed on or after March 1, 2016. This Section applies only to an Eligible Regular Employee who was initially employed prior to March 1, 2016, and who becomes reemployed on or after March 1, 2016. If, upon such a Participant's Termination of employment following reemployment on or after March 1, 2016, the Participant withdraws his or her Employee Contributions pursuant to Section 13.03 of the Master Plan, he or she shall forfeit for himself or herself, his or her heirs and assigns all of his or her rights, title, and interest in the Plan with respect to Service on or after the date of his or her reemployment occurring on or after March 1, 2016, and such Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for Vesting or benefit eligibility under the Plan, unless said Participant's Service following reemployment on or after March 1, 2016 is reinstated pursuant to subsection 13.03(d) of the Master Plan. In addition, the amount of any benefit payable for Credited Service prior to the date of the Participant's most recent Termination occurring prior to his or her reemployment on or after March 1, 2016, shall be determined in accordance with the terms of the Plan in effect as of the date of such Termination, unless said Participant's Service following reemployment on or after March 1, 2016, is reinstated pursuant to subsection 13.03(d) of the Master Plan.**

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Garden City, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF GARDEN CITY, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

**SERVICE CREDIT PURCHASE  
ADDENDUM TO THE  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM  
DEFINED BENEFIT RETIREMENT PLAN  
ADOPTION AGREEMENT**

**This is an Addendum to the Adoption Agreement completed by the City of Garden City. It modifies the Adoption Agreement to provide for service credit purchases for eligible Participants in the Retirement Plan for the Employees of the City of Garden City, in accordance with and subject to the following requirements:**

- (1) Service Credit Purchase; Eligibility Requirements. Subject to any conditions specified in Section 13.B. or 13.C. of the Adoption Agreement and in this Service Credit Purchase Addendum, Participants in this Plan who are actively employed on or after July 1, 2019, and who are serving as the City Manager as of July 1, 2019, may purchase credit under this Plan for service with the City of Garden City, Georgia prior to July 1, 2019, provided that such service is not otherwise creditable under this Plan. The purchase of prior service credit is permitted but not required under this Plan. Such purchases will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance that the Pension Committee Secretary or GMEBS deem appropriate.**
  
- (2) Use of Purchased Service Credit. Subject to any conditions or limitations provided in this Addendum, service credit purchased hereunder will be counted as Credited Service for purposes of (check all that apply):**
  - computing the amount of benefits payable under the Plan;**
  
  - meeting the minimum service requirements for vesting under the Plan;**
  
  - meeting the minimum service requirements for benefit eligibility under the Plan.**
  
- (3) Application to Purchase Service Credit. A Participant who meets the eligibility requirements specified in paragraph (1) above and who**

wishes to purchase eligible service credit as described in paragraph (1) above may apply for such purchase by completing and submitting to the Pension Committee Secretary an application form provided for that purpose. Participants will be responsible for providing the Pension Committee Secretary with any information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above.

- (4) **Window Period for Application.** In order to purchase service credit, eligible Participants may submit the service credit purchase application during the period of July 1, 2019 through August 31, 2019. If a Participant does not submit a completed application to purchase service credit within the designated window period, the Participant will not be permitted to purchase service credit. As a precondition for approval of his or her application, the Participant will be responsible for providing the Pension Committee Secretary with any additional information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above. Notwithstanding any provision herein to the contrary, no Participant may apply for or purchase prior service credit after his or her termination of employment.
- (5) **Review by Pension Committee Secretary.** Within a reasonable period of time after the end of the application period, the Pension Committee Secretary will review the Participant's application to purchase service credit and will determine whether the application should be accepted. Upon approval of an application by the Pension Committee Secretary, the Pension Committee Secretary will certify on the application the number of years and months of prior service that are eligible for purchase under paragraph (1) above.
- (6) **Fee for Cost Study.** As a precondition for approval of the application to purchase service credit, and prior to the commencement of any cost study, Participants may be required by the Employer to pay all or a portion of the GMEBS actuarial cost study fee(s) associated with determining the cost to purchase the Participant's eligible service credit. Any portion of the fee that the Participant is not required to pay will be paid by the Employer.

- (7) **Actuarial Study to Determine Cost of Purchase.** In the event that a cost study has not been undertaken prior to the Participant's submission of a completed application to purchase service credit, if the Participant's application to purchase is approved by the Pension Committee Secretary, a cost study will be undertaken as soon as reasonably practicable after the application has been approved, in order to determine the actuarial cost relating to the Participant's prior service that is eligible for purchase.
- (8) **Lump Sum Payment Required Within 120 Days.** Upon completion of the cost study, the Pension Committee Secretary will notify the Participant of the lump sum amount required to purchase prior service credit, as reflected in the cost study. Within 120 days of receiving this notice or of receiving notice of the Pension Committee's approval of the Participant's application to purchase service credit, whichever is later, the Participant shall remit said lump sum amount in the form and manner required by paragraphs (9)-(11) below, the Pension Committee Secretary, and GMEBS. The Participant may remit less than the full lump amount necessary to purchase all of the prior service credit which is eligible for purchase, in which case the percentage of service credit awarded will be equal to the percentage of the full amount remitted; provided, however, that if a Participant purchases less than the full amount of service credit that is eligible for purchase, he or she must purchase such prior service credit in full-year (12 month) increments. The Pension Committee Secretary shall have the authority to extend the 120-day time period for payment of lump sum amounts required to purchase service credit if, for reasons outside the control of the Participant, payment cannot be made within the 120-day period. However, the time limit for payment will not be extended any later than 120 additional days and in no event may a Participant make such payment after his or her termination of employment.
- (9) **Method of Payment.** To the extent permitted by the Internal Revenue Code and regulations issued thereunder, the lump sum amount referred to in paragraph (8) above may be paid via one or more of the following sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, a governmental 457(b) deferred compensation plan or a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan, 403(a) annuity plan, or a 408(a) or 408(b) individual

retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. Participants shall be solely responsible for effecting the payment referred to herein. Participants will not be permitted to purchase credit via payroll deduction.

- (10) **Limitation on Amount of Lump Sum Payment.** If the lump sum amount referred to in paragraph (8) is paid via any method other than as described under paragraph (9)(1) or (9)(2) above, then the Participant shall not be permitted to contribute to the Plan in any calendar year an amount which exceeds any applicable limit specified in Internal Revenue Code Section 415.
- (11) **IRC 415, Other Limitations.** Notwithstanding any other provision of the Adoption Agreement or this Addendum to the contrary, the Plan will not accept and shall return without interest any contribution or portion of a contribution made to purchase service credit if such contribution would result in a violation of the applicable limitations established under Internal Revenue Code Section 415(b), (c), or (n) or any other provision of law or the Plan, or if it is later determined that the Participant's prior service is not eligible for purchase, and any prior service credit attributable to said contribution or portion of a contribution will be forfeited.
- (12) **Return of Contributions.** Contributions made to purchase prior service credit shall be used to fund retirement and death benefits payable under the Plan relating to such credit. Contributions shall not otherwise be refundable to the Participant or any other person, except as otherwise provided in this paragraph (12) or in Section 13.06 or 18.04 of the Master Plan Document (concerning failure to exhaust or termination of the Plan, respectively). Participants (check one):
- will **not** be permitted to withdraw contributions made to purchase prior service credit upon termination of employment (Participants must be vested to purchase prior service credit).
  - will **not** be permitted to withdraw contributions made to purchase prior service credit upon termination of employment, unless they are not vested upon termination (Participants are not required to be vested to purchase prior service credit).

- will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the provisions of Section 13.03(c) of the Master Plan Document concerning the effect of withdrawal. For purposes of determining the amount of any refund of contributions made to purchase service credit, said contributions shall be credited with Interest as defined in Section 2.39 of the Master Plan, subject to any limitations on the crediting of interest in Section 13.03(c) of the Master Plan Document.
- will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the following conditions for repayment (must describe):  
\_\_\_\_\_.

**Note:** Partial withdrawal of employee contributions is not permitted. If the Participant withdraws contributions made to purchase service credit, the Participant will forfeit any and all service credit and/or benefits attributable to such purchase for all purposes.

**(13) Repayment Upon Reemployment.** If the Participant returns to employment with the Employer after having withdrawn his contributions made to purchase prior service credit, the Participant (check one):

- not applicable (withdrawal not permitted).
- will not be permitted to re-purchase said service credit upon reemployment.
- will be permitted to re-purchase said service credit upon reemployment, based on the actuarial cost of such service credit, taking into account the additional actuarial cost of any benefit enhancements adopted prior to reemployment pursuant to paragraph (14) below, provided that the Participant makes application for such re-purchase within [insert time limit] after reemployment and provided the Participant effects payment for such re-purchase in accordance with and subject to the provisions of this Addendum within [insert time limit] after the application is approved.

- ☒ will be permitted to re-purchase said service credit upon reemployment, subject to the following conditions for repayment (must describe other repayment method): See Section 13.03 of the Master Plan concerning repayment of withdrawn Employee Contributions.

**(14) Definition of Actuarial Cost.** The cost to purchase qualifying prior service credit shall be determined based upon the actuarial cost of said prior service credit. In applying the provisions of the Adoption Agreement and this Service Credit Purchase Addendum, the term "actuarial cost of prior service credit" means:

- ☒ the actuarial accrued liability relating to such prior service as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods established for this purpose in the funding policy adopted by the GMEBS Board of Trustees.
- ☐ Other (must specify other method of determining actuarial cost for this purpose): \_\_\_\_\_.

The terms of the foregoing Service Credit Purchase Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Garden City, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF GARDEN CITY,

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Service Credit Purchase Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Board of Trustees  
Georgia Municipal Employees  
Benefit System**

(SEAL)

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Secretary

**AN ORDINANCE (continued from page 1)**

**Section 2.** Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

**Section 3.** The effective date of this Ordinance shall be July 1, 2019.

**Section 4.** All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Garden City, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF GARDEN CITY, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

**RESOLUTION**

WHEREAS, Ron Feldner is the appointed City Manager of Garden City, Georgia, and serves under an Employment Agreement between the City and himself dated June 1, 2015, as amended by that certain First Amendment to Employment Agreement dated as of June 19, 2017 (as amended, the "Employment Agreement"); and,

WHEREAS, the City recently conducted an annual performance evaluation of the City Manager which has resulted in the two parties determining the need for additional amendments to the Employment Agreement; and,

WHEREAS, the parties have reached an agreement concerning additional amendments to the Employment Agreement, and have incorporated such changes into that certain Second Amendment to Employment Agreement which was drafted by the City Attorney and delivered to the Clerk of Council for formal review by City Council; and,

WHEREAS, the City Manager and the members of City Council have reviewed the above-mentioned Second Amendment to Employment Agreement, find it to be consistent with their prior discussions, and presently desire to confirm the Second Amendment by formal action being taken thereon;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the Second Amendment to Employment Agreement between the City and Ron Feldner as drafted by the City Attorney and on file with the Clerk of Council is hereby approved, and the Mayor and the Clerk of Council are hereby authorized to enter into said Second Amendment on behalf of the City as of this date.

This the 20<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
RHONDA FERRELL-BOWLES  
Clerk of Council

Received and approved this 20<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
DON BETHUNE, Mayor

## RESOLUTION

WHEREAS, on or about June 15, 2015, the City adopted a pay plan proposed by Evergreen Solutions, LLC, establishing twenty (20) pay grades with minimum, mid-point, and maximum salaries, each pay grade having a range spread calculated as the percent increase from the minimum to maximum salary (the "Pay Plan"); and,

WHEREAS, upon adoption of the Pay Plan, the City adjusted the compensation rate for any City employee who was then being paid less than the minimum pay rate established in the Pay Plan for his/her position, said compensation being raised to the minimum pay rate in the Pay Plan; and,

WHEREAS, in August 2017, after again contracting with Evergreen Solutions, LLC, to make recommendations for updating the Pay Plan, the Mayor and Council adopted and implemented Phase I of the Employee Compensation Pay Plan Update Report of Evergreen Solutions, LLC, effective September 1, 2017, by (1) maintaining twenty (20) pay grades in the Pay Plan, (2) maintaining the range spread for pay grades 101-112 at sixty (60%) percent, and the range spread for pay grades 113-120 at sixty-five (65%) percent, and (3) increasing the Pay Plan by three (3%) percent for all pay grades and simultaneously raising all employee salaries by three (3%) percent so that no employee was earning less than the minimum salary for his/her pay grade; and,

WHEREAS, the City is presently desirous of re-engaging the consulting services of Evergreen Solutions, LLC, to again update the Pay Plan in accordance with its policy of reviewing employee compensation every three (3) years, it being intended that any updates which Evergreen Solutions, LLC, recommends and the City subsequently adopts shall be effective Fiscal Year 2020; and,

WHEREAS, Evergreen Solutions, LLC, is best qualified to provide such updating services, having itself devised the Pay Plan and then providing exceptional updating services with respect to the Plan in 2017;

NOW, THEREFORE, be it resolved by the Mayor and Council of Garden City, Georgia, and it is hereby resolved as follows:

1. The Mayor and Council shall re-engage the consulting services of Evergreen Solutions, LLC, for the purpose of making recommendations for updating the City's Pay Plan as of Fiscal Year 2020, such recommendations to include, but not be limited to, whether to implement new pay grades and salary ranges, and whether to increase the Pay Plan's minimum, mid-point, and maximum salaries for any pay grade.

2. The City Manager is hereby authorized to execute, on behalf of the City, a consulting services agreement with Evergreen Solutions, LLC, similar to the one attached hereto as Exhibit "A" defining the scope and setting forth the price for the performance of the consulting services which shall not exceed the amount of \$9,500.00. The City Manager shall also be authorized, on behalf of the City, to execute any other document which he and the City Attorney deem necessary to further the intent of this Resolution.

ADOPTED AND APPROVED this 20<sup>th</sup> day of May, 2019.

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RHONDA FERRELL-BOWLES  
Clerk of Council

Received and approved this 20th day of May, 2019.

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DON BETHUNE, Mayor



# Consulting Services Agreement

By and Between

City of Garden City, Georgia

and

Evergreen Solutions, LLC

This Agreement (the "Agreement"), dated as of June 1, 2019, is made by and between Evergreen Solutions, LLC, a Florida corporation ("Evergreen"), and City of Garden City (the "Client").

WHEREAS, Evergreen Solutions and the Client desire to enter into an agreement whereby Evergreen will provide certain management consulting services for the Client on the terms and conditions hereinafter set forth; and

WHEREAS, Evergreen Solutions is willing to provide such management consulting services for the Client.

NOW, THEREFORE, the parties hereto agree as follows:

**1. Engagement.** Evergreen Solutions hereby agrees to provide such management consulting services for the Client as may be reasonably requested by the Client in connection with the Letter Proposal submitted by Evergreen Solutions on April 25, 2019.

**2. Extent of Services.** Evergreen Solutions agrees to perform such services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties to act in a manner consistent with the primary objective of completing the engagement. Evergreen Solutions agrees to devote such time as is reasonably required to fulfill its duties hereunder.

Throughout the duration of this agreement, Evergreen Solutions will serve as an independent contractor of the Client, as such; Evergreen Solutions will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.



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In the successful completion of this engagement, Evergreen Solutions may utilize subcontractors, but Evergreen Solutions shall remain completely responsible to the Client for performance under this Agreement.

**3. Term.** The engagement of the Consultant hereunder by Client shall commence as of the date hereof and shall continue through December 31, 2019, unless earlier terminated pursuant to Section 6 hereof.

**4. Compensation.**

(a) As compensation for the services contemplated herein and for performance rendered by Evergreen Solutions of its duties and obligations hereunder, the Client shall pay to Evergreen Solutions an aggregate fee equal to \$9,500. (the "Consulting Fee"), earned and payable according to the following invoice/payment schedule:

50% - upon completion of 1<sup>st</sup> on-site visit (interviews) and Market Survey completion  
50% - upon completion of completion of market analysis, recommendations and 2<sup>nd</sup> on-site visit

(b) The Client's sole obligation shall be to pay Evergreen Solutions the amounts described in Section 4(a) of this Agreement, and the Consultant is not and shall not be deemed an employee of the Client for any purpose.

**5. Reimbursement for Expenses.**

The contract price indicated in section 4 of this agreement is inclusive of all expenses borne by Evergreen Solutions and therefore no expenses shall be reimbursed to Evergreen Solutions by the Client for the duration of this agreement.

**6. Termination.** This Agreement shall be terminated as follows:

(a) 30 days after written notice of termination is given by either party at any time after June 1, 2019, provided however, that if the Client shall terminate this Agreement pursuant to this Section 6(a) for any reason other than Consultant's material breach of this Agreement (having given prior notice of, and reasonable opportunity for Consultant to cure, any such breach), Client shall pay to consultant in one lump sum an amount equal to that portion of the aggregate Consulting Fee which has not been paid to Consultant as of the effective date of such termination.

(b) On such date as is mutually agreed by the parties in writing.

(c) Upon expiration of the Term as set forth in Section 3.

If Client elects to terminate for material breach then Client shall pay to consultant in one lump sum an amount equal only to that for which services have been rendered.

Upon termination of this Agreement pursuant to this Section 6, except as contemplated by Section 6(a) in the event Client terminates this Agreement in the absence of continuing material breach hereof by Consultant, Consultant shall be entitled to payment of only that portion of the Consulting Fee earned through the effective date of such termination and any portion of the Lump Sum Payment which has not been paid to Consultant as of the effective date of such termination.



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**7. Confidential Information.** Evergreen Solutions shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the Client any trade secrets or confidential information as determined by the Client in writing.

**8. Covenants.** Evergreen Solutions agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the Client.

**9. Binding Effect.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

**10. Entire Agreement.** This Agreement, including the aforementioned RFP and proposal, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings with respect thereto and cannot be modified, amended, waived or terminated, in whole or in part, except in writing signed by the party to be charged.

**11. Construction.** While the parties hereto believe that the terms hereof are fair, reasonable and enforceable in all respects, it is agreed that any provision of this Agreement which is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In addition to any other remedy which Client may have at law or in equity, Client shall be entitled to injunctive relief for a breach of Sections 7 and 8 (b) of this Agreement by the Consultant.

**12. Notices.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

(a.) If to Evergreen Solutions addressed to:

Evergreen Solutions, LLC  
Attention: Dr. Jeff Ling, Executive Vice President  
2878 Remington Green Circle  
Tallahassee, Florida 32308

(b.) If to the Client addressed to:

Ron Feldner, City Manager  
C/O Pam Franklin  
Human Resources Director  
City of Garden City  
Human Resources Department  
City Hall  
Garden City, GA 31405



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Any party may designate a change of address at any time by giving written notice thereof to the other parties.

**13. Miscellaneous.** This Agreement:

- (a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns;
- (b) may not (except as provided in Section 9 hereof) be assigned by either party hereto without the prior written consent of the other party (any purported assignment hereof in violation of this provision being null and void);
- (c) may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party;
- (d) may be amended, modified or supplemented only by a written instrument executed by all of the parties hereto; and
- (e) embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Evergreen Solutions, LLC

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Linda Recio, President

City of Garden City, Georgia

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Ron Feldner, City Manager



**GARDEN CITY RESOLUTION**

WHEREAS, the Mayor and Council of Garden City, Georgia, recognize that there are several properties North of Old Louisville Road on Dean Forest Road whose current heavy commercial zoning classification is inconsistent with the City’s plan for having such properties zoned light industrial; and,

WHEREAS, the Mayor and Council of Garden City, Georgia, feel that present circumstances and conditions warrant the rezoning of such properties to a light industrial classification so as to provide for the orderly development and concentration of such light industrial uses within the City in accordance with the objectives, policies, and proposals embodied in the City’s future land use plan;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the members of the Planning Commission review their recommendation for the following heavy commercially-zoned properties to be rezoned to a light industrial classification and that said Commission submit its report, with recommendations, to the Mayor and Council within thirty (30) days from this date:

<u>Property</u>	<u>Owner</u>
222 Dean Forest Road (PIN 6-0924A-02-003)	Rudolph H. Shirah, Jr.
220 Dean Forest Road (PIN 6- 0924A-02-004)	Phyllis R. Holland
218 Dean Forest Road (PIN 6-0924A-02-005)	James & Janice Garrett
216 Dean Forest Road (PIN 6-0924A-02-006)	Jennifer Garrett
210 Dean Forest Road (PIN 6-0924A-02-009)	Barry W. Kratzer
206 Dean Forest Road (PIN 6-0924A-02-010)	De Duong & Lynda Tran
204 Dean Forest Road (PIN 6-0924A-02-011)	Kenneth & Nancy Collins
214 Dean Forest Road (PIN 6-0924A-02-007)	Bradley & Amy Flanders
212 Dean Forest Road (PIN 6-0924A-02-008)	Jane & Clyde Munn

**[SIGNATURE PAGE TO FOLLOW]**

ADOPTED by the Mayor and Council of the City of Garden City, Georgia, this \_\_ day of May, 2019.

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RHONDA FERRELL-BOWLES,  
Clerk of Council

RECEIVED AND APPROVED this \_\_\_\_\_ day of May, 2019.

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DON BETHUNE, Mayor