City of Flowery Branch
City Council Meeting
Thursday, March 03, 2022, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING:

- Public Hearing to consider a request from Lights Ferry Partners, LLC. and Diego Fracasso to Rezone 5908 Lights Ferry Road, a 1.92+/- acre of land also known as Tax Parcel Identification Number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND).
  Lights Ferry Rezoning Ordinance 660.pdf
  Lights Ferry Staff Report with attachments.pdf

UNFINISHED BUSINESS - WORK SESSION:

- Consideration of Second Reading for Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment
  Executive Summary - Defined Benefit Plan Amendment - #2.pdf
  Flower Branch Cover Letter 1 20 22.pdf
  Flowery Branch AA 1 20 22.pdf

NEW BUSINESS -WORK SESSION:

- Consideration of Termination of Leasing Agreement with Oakhurst Realty Partners, LLC
  Executive Summary - Termination of Leasing Agreement Oakhurst.doc
  2020_10_12_Signed Listing Agreement.pdf
- Consideration of Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant Interim Improvements Project in the amount of $869,900
  Resolution 22-003 Executive Summary - WWTP Interim Project Award.pdf
  22-003 Award of Contract to Archer Western.pdf
  FB WWTP Interim Improvements - Award Recommendation.pdf
  Arther Western - Form of Agreement.pdf
- Consideration of Resolution 22-004: Declaration that an Emergency Exists and Approval of Wastewater Treatment Plant Interim Project – Blower Rental
  Resolution 22-004 -Executive Summary - Rental of Blowers WWTP.pdf
  FB WWTP Interim Improvements - Award Recommendation.pdf
  22-004 Declaration that an Emergency Exists and Approval of Wastewater Treatement Plant Interim Project - Blower Rental.pdf
- Consideration of Approving Task Order FBR22001 - Well System Development Studies by Infratec Consultants, Inc.
  Task Order FBR22001 -Well System Development Studies.pdf

Task Order FBR22001 Executive Summary.pdf

- Consideration of Resolution 22-005 Opposing HB 1093 and SB 494
  Resolution Opposing Rental Restrictions HB1093 and SB494.docx
  Executive Summary Opposing Rental Restrictions HB1093 and SB 494.doc

DEPARTMENT REPORTS: -

a. City Manager Report
b. City Clerk Report
c. Finance Director Report
d. Planning Department Report
e. Police Report
f. Attorney Report
g. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider Mayor Asbridge Per Diem
  Executive Summary Per Diem.pdf
  January 2022 Mayor Per Diem.pdf
  February 2022 Mayor Per Diem.pdf
- Consider February 17, 2022 Council Meeting Minutes
  February 17, 2022 Minutes.pdf

UNFINISHED BUSINESS - VOTING SESSION:

- Consideration of Second Reading for Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment
  Executive Summary - Defined Benefit Plan Amendment - #2.pdf
  Flower Branch Cover Letter 1 20 22.pdf
  Flowery Branch AA 1 20 22.pdf

NEW BUSINESS - VOTING SESSION:

- Consideration of Termination of Leasing Agreement with Oakhurst Realty Partners, LLC
  Executive Summary - Termination of Leasing Agreement Oakhurst.doc
  2020_10_12_Signed Listing Agreement.pdf
- Consideration of Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant Interim Improvements Project in the amount of $869,900
  Resolution 22-003 Executive Summary - WWTP Interim Project Award.pdf
  22-003 Award of Contract to Archer Western.pdf
  FB WWTP Interim Improvements - Award Recommendation.pdf

Arther Western - Form of Agreement.pdf

- Consideration of Resolution 22-004: Declaration that an Emergency Exists and Approval of Wastewater Treatment Plant Interim Project – Blower Rental

  Resolution 22-004 -Executive Summary - Rental of Blowers WWTP.pdf

  FB WWTP Interim Improvements - Award Recommendation.pdf

  22-004 Declaration that an Emergency Exists and Approval of Wastewater Treatement Plant Interim Project - Blower Rental.pdf

- Consideration of Approving Task Order FBR22001 - Well System Development Studies by Infratec Consultants, Inc.

  Task Order FBR22001 -Well System Development Studies.pdf

  Task Order FBR22001 Executive Summary.pdf

- Consideration of Resolution 22-005 Opposing HB 1093 and SB 494

  Resolution Opposing Rental Restrictions HB1093 and SB494.docx

  Executive Summary Opposing Rental Restrictions HB1093 and SB 494.doc

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Public Hearing to consider a request from Lights Ferry Partners, LLC. and Diego Fracasso to Rezone 5908 Lights Ferry Road, a 1.92+/- acre of land also known as Tax Parcel Identification Number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND).

COUNCIL MEETING DATE: March 3, 2022

HISTORY:

FACTS AND ISSUES:
A request from Lights Ferry Partners, LLC. and Diego Fracasso to rezone 5908 Lights Ferry Road a 1.92+/- acre of land also known as tax parcel identification number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND) with the intent to subdivide, develop, and construct seven (7) detached single family homes.

This request is in compliance with the Flowery Branch Comprehensive Plan. The request, if approved, shall meet the requirements set forth in the Flowery Branch Zoning Ordinance including, but not limited to, Articles 7 and 12. Article 7 is the "Traditional Neighborhood Development District" and Article 12 is the newly updated "Requirements for Specific Residential Principal Buildings and Uses".

Staff reccomends approval.

Proposed Schedule

March 3, 2022 – Public Hearing
April 7, 2022 – Work Session (if requested)
April 21, 2022 – First Read and Vote
May 5, 2022 - Work Session (if requested)
May 19, 2022 – Second Read and Final Vote

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
0

RECOMMENDATION:
No action at this time. March 3, 2022 is a public hearing only.

SAMPLE MOTION:
No motion - public hearing only.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- Lights Ferry Rezoning Ordinance 660.pdf
- Lights Ferry Staff Report with attachments.pdf

ORDINANCE 660

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING A 1.92 +/- ACRE PARCEL OF REAL PROPERTY OWNED BY LIGHTS FERRY PARTNERS, LLC. IDENTIFIED AS 5908 LIGHTS FERRY ROAD, TAX PARCEL NO. 08112 027019, AS SHOWN ON EXHIBIT "A", AND AS DESCRIBED ON EXHIBIT "B", FROM RESIDENTIAL, DETACHED SINGLE-FAMILY, LOW DENSITY (R-1) TO TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT (TND) SUBJECT TO THE CONDITIONS SET FORTH ON EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Lights Ferry Partners, LLC. owns the 1.92 +/- acre parcel of land known as 5908 Lights Ferry Road, identified as Parcel Tax Identification No. 08112 027019, as shown on Exhibit "A" and as described on Exhibit "B"; and

WHEREAS, Lights Ferry Partners, LLC. submitted to the City of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being rezoned; and

WHEREAS, a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 3, 2022, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning from Residential, Detached Single-Family, Low Density (R-1) to Traditional Neighborhood Development District (TND) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as currently zoned; however, an alternative use is appropriately considered.

4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. The proposal is generally in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.

6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.

7. No determination has been made by staff with regard to the value differential between development under the current zoning as opposed to TND (Traditional Neighborhood Development District).

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

9. There are no known adverse effects that would result from the change in zoning district map, or change in use, on the character of a zoning district.

10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. REZONING.

The .1.92 +/- acre parcel of land known as 5908 Lights Ferry Road, identified as Parcel Tax Identification No.08112 027019 as shown on Exhibit “A”, and legally described in Exhibit “B”, is hereby rezoned from Residential, Detached Single-Family, Low Density (R-1) to Traditional Neighborhood Development District (TND) subject to the conditions set forth on Exhibit “C”. Said Exhibits are incorporated by reference.
ss

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Public Hearing Published	02/02/22	First Reading	04/21/22
Public Hearing	03/03/22	Adopted	05/19/22

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be May 19th, 2022.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 19th day of May 2022.

____
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

____
E. Ronald Bennett, City Attorney

Public Hearing Published	02/02/22	First Reading	04/21/22
Public Hearing	03/03/22	Adopted	05/19/22

Exhibit "A"

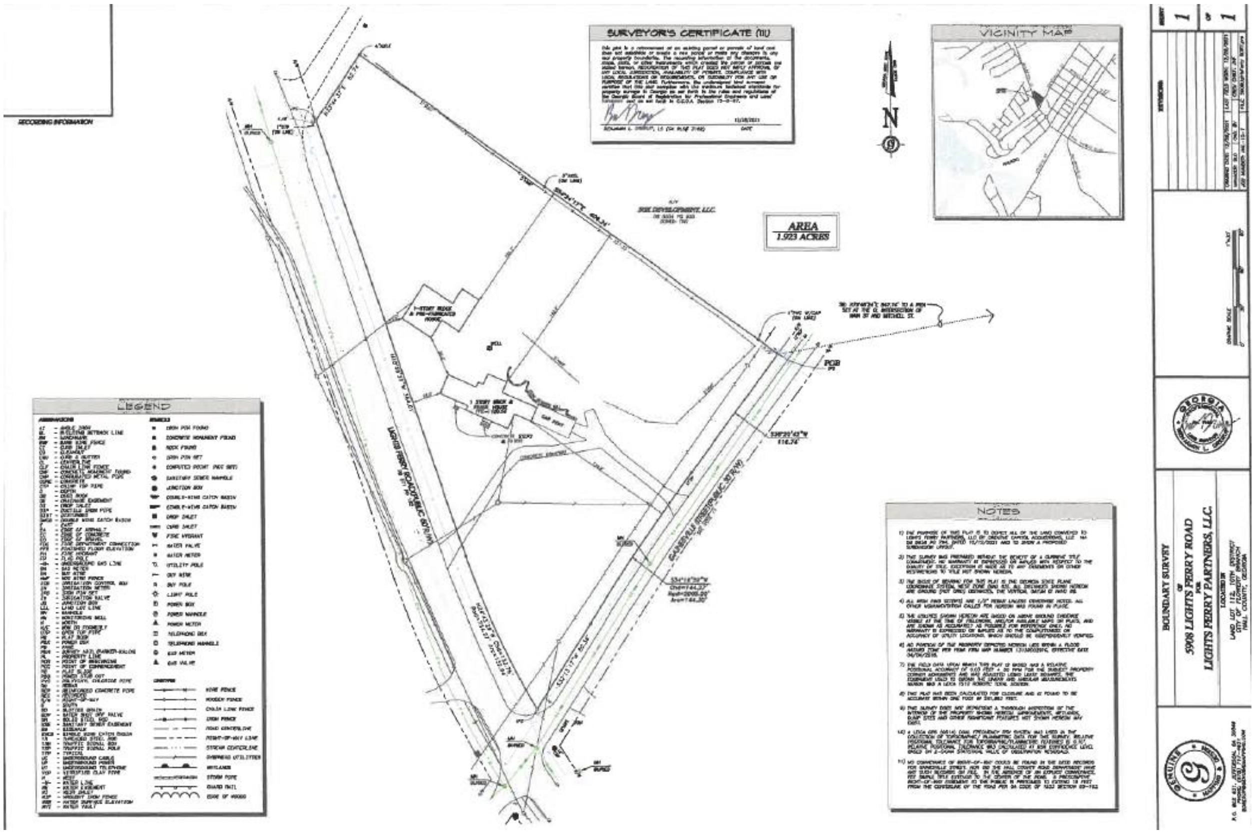


Exhibit "B"

5908 Lights Ferry Rd Legal Description

Description of Property

TRACT ONE

All that tract or parcel of land lying and being in the Town of Flowery Branch, Hall County, Georgia, being part of the land described in a deed recorded in Deed Book 284, Page 15, Hall County, Georgia Deed Records, adjoining the present homeplace of Clarence J. Fenn, and more particularly described as follows:
Beginning at the northeast corner of the Clarence J. Fenn homeplace on the Old Gainesville-Buford Road, and running thence 123 feet northward along said road to an iron pin corner; thence westward parallel with the Fenn line 400 feet, more or less, to an iron pin corner fixed by the parties hereto at a point 35 feet east of the rear line of the F.C. Orr property, as described in the deed recorded in Book 284, Page 515, thence southward parallel with Orr's said rear line 123 feet to the C.J. Fenn line at a point just across part of the pavement of the new road running along there; thence eastward 400 feet, more or less, to the beginning corner. The last mentioned new road cuts across the southwest corner of the lot herein conveyed, and of course this corner as cut off in the new road is not included in this deed.

TOGETHER WITH TRACT TWO

All that tract and parcel of land situate, lying and being in Hall County, Georgia, and being more particularly described as follows:

A part of Lot 112, being in Land Lot District No. 8, City of Flowery Branch, Hall County, Georgia, and being in the 1270th District G.M., Hall County, Georgia, containing one and one-tenth (1.1) acres, more or less, and being more particularly described as follows:

Beginning on the north side of Broad Street and west side of Old Gainesville Road; thence running northeast 264 feet to corner of what was formerly A.M. Orr line; thence west along A. M. Orr line 360 feet to the new highway; thence along the New Highway 450 feet to the Old Gainesville Road and the beginning corner. Said property is in a V-shape.

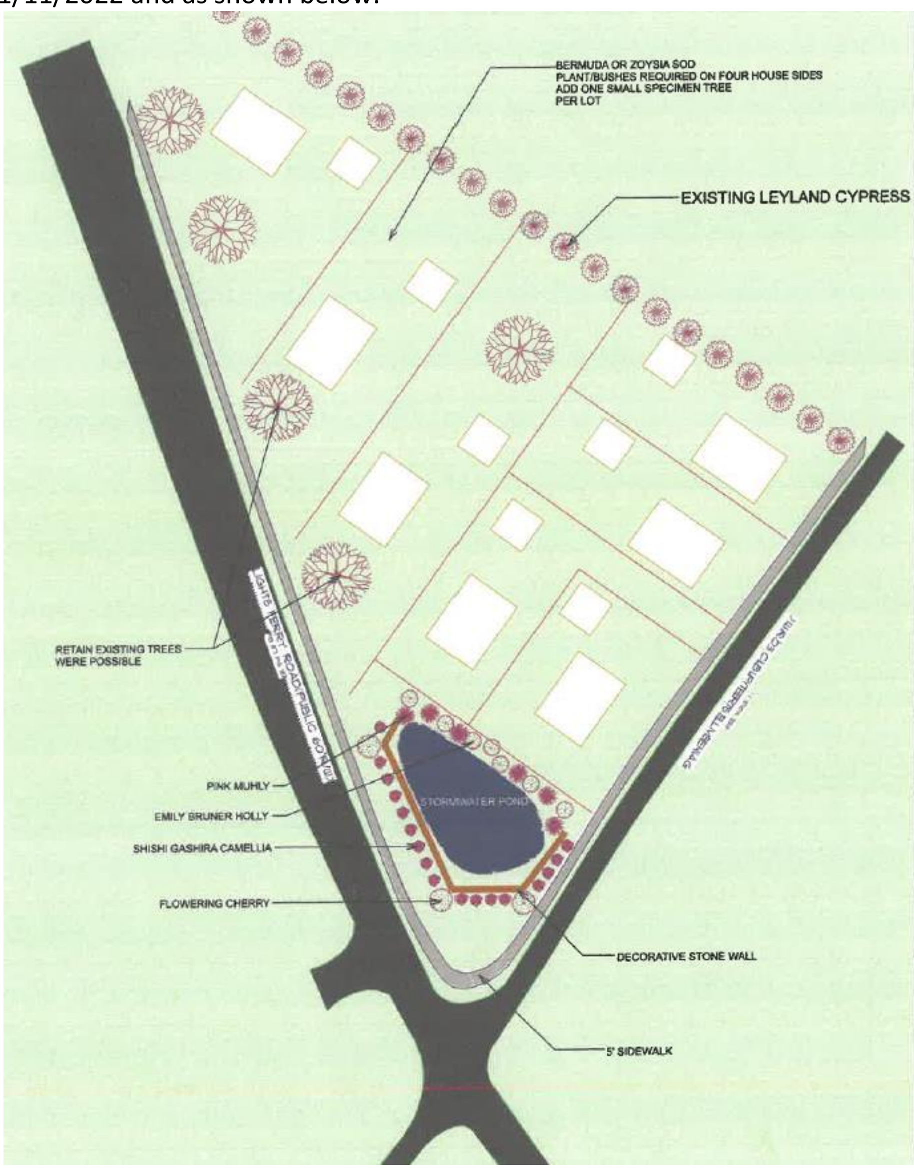
These two tracts being the same property conveyed in a Warranty Deed from Roy E. Clark and Janice Lee Clark Bryans to Allen J. Bryans dated August 24, 1996, recorded in Deed Book 2700, Page 278, Hall County, Georgia Deed Records, being improved property known as **5908 Lights Ferry Road** according to the present system of numbering properties by the Hall County, Georgia Tax Assessor's office. Said property is conveyed together with and subject to all easements, covenants, and restrictions of record, if any.

Exhibit "C"

Approve the request as submitted with the knowledge that it must meet the intent and requirements of the Flowery Branch zoning ordinance, development regulations, and all pertinent local laws, ordinances and regulations.

Additionally, the following conditions shall apply:

1. The site shall significantly adhere to the plan submitted as part of the rezoning application dated 1/11/2022 and as shown below:

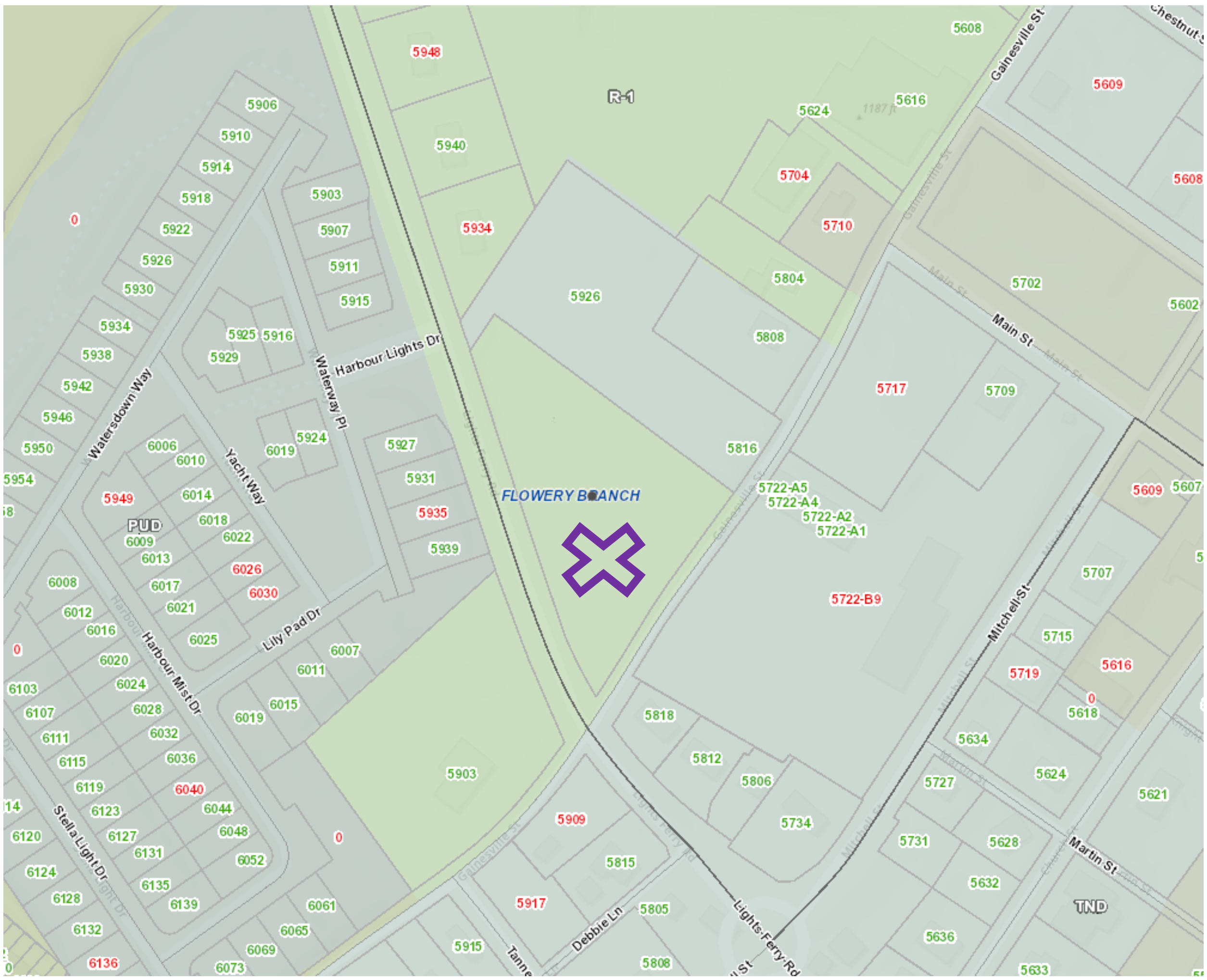


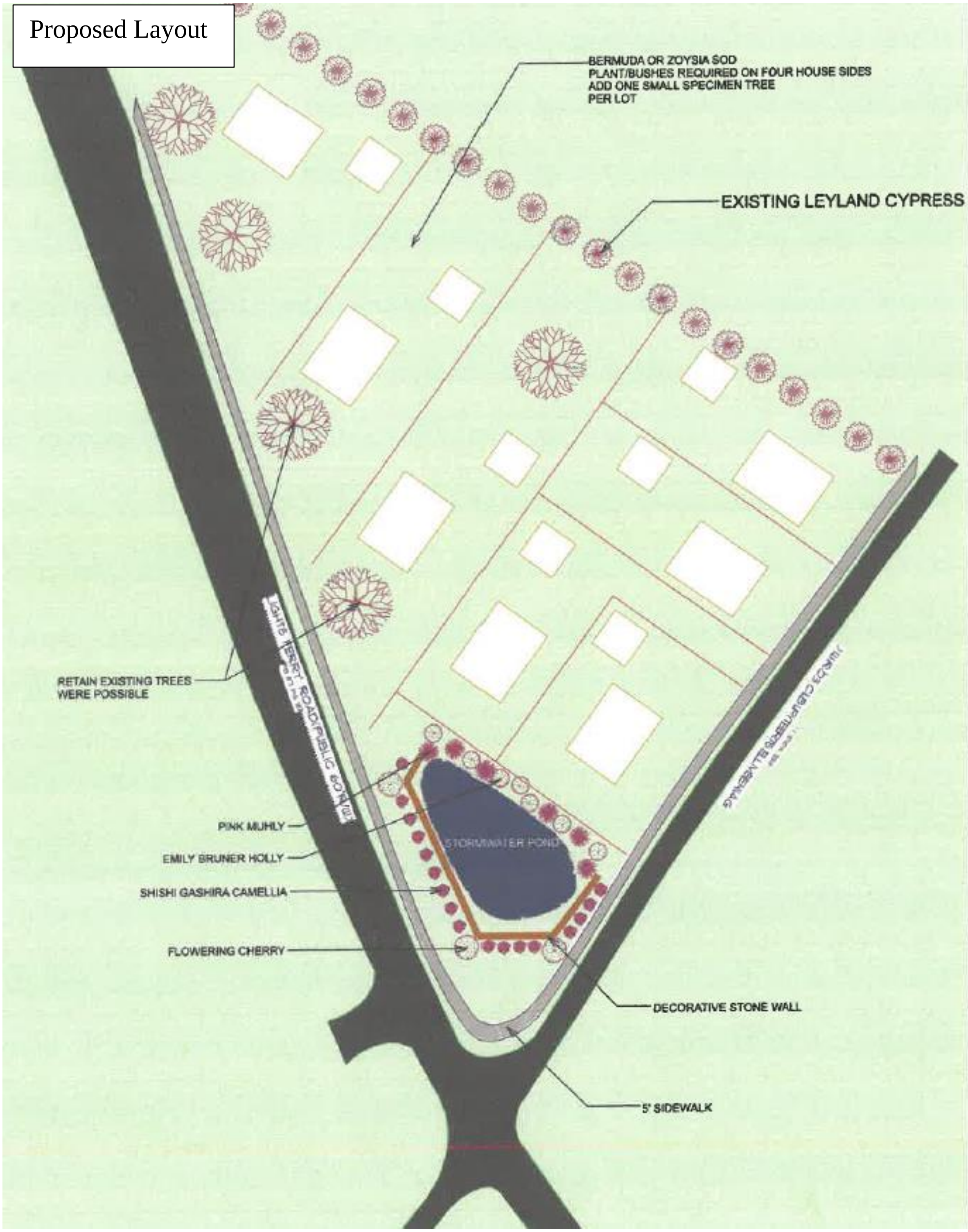
2. Rendering of detention pond including depiction of decorative wall and all landscaping shall be submitted and approved the City of Flowery Branch prior to the issuance of a land disturbance plan.
3. Elevations shall be submitted and approved by the City of Flowery Branch prior to the issuance of a land disturbance permit. Said elevations shall meet all requirements of the City of Flowery Branch zoning ordinance.
4. A homeowner's association shall be created for the project and said organization shall be responsible for the maintenance and upkeep of any on site detention facilities.

Staff Report
Lights Ferry Partners, LLC. Rezoning Request
Ordinance 660

Request

A request from Lights Ferry Partners, LLC. and Diego Fracasso to rezone 5908 Lights Ferry Road, a 1.92+/- acre of land also known as tax parcel identification number 08112 027019 from Residential, Detached Single-Family, Low-Density District (R-1) to Traditional Neighborhood Development District (TND) with the intent to subdivide, develop, and construct seven (7) detached single family homes.





Applicant did not supply elevations prior to the public hearing scheduled for March 3, 2022. Applicant must meet the architectural and design requirements set forth in Article 7, “Traditional Neighborhood Development District” (see attached Exhibit “A”), and of Article 12, “Requirements for Specific Residential Principal Buildings and Uses” (see attached Exhibit “B”), of the Flowery Branch zoning ordinance. Additionally, the applicant has supplied examples of proposed housing styles (shown below and as part of attached Exhibit “C”).









Proposed Schedule

March 3, 2022 – Public Hearing
April 7, 2022 – Work Session (if requested)
April 21, 2022 – First Read and Vote
May 5, 2022 - Work Session (if requested)
May 19, 2022 – Second Read and Final Vote

Comprehensive Plan

FLOWERY BRANCH
Comprehensive Plan
2041

Purpose of the Comprehensive Plan

The *Flowery Branch Comprehensive Plan* is the City's policy guide for growth and development, as expressed by a vision statement, Future Development Map, character area policies, and supporting implementation strategies. The plan is most commonly used in the review and decision-making process by staff and City Council for rezoning requests, when proposals are evaluated for consistency with the Future Development Map and supporting text in this document.

The Comprehensive Plan also outlines the overall strategy for achieving the City's vision for future development by identifying a 5-year Community Work Program (CWP) with a prioritized 'to-do' list. The CWP should be consulted by staff and City Council on an annual basis when developing annual department-level work programs and the City budget.

In addition, this plan serves the purpose of meeting the intent and requirements of the Georgia Department of Community Affairs' (DCA) "Standards and Procedures for Local Comprehensive Planning," as amended on October 1, 2018. Preparation of a comprehensive plan in accordance with these standards is an essential requirement for maintaining status as a Qualified Local Government (QLG). QLG status allows Georgia cities and counties to be eligible for financial incentives from DCA, the Department of Natural Resources (DNR), the Georgia Environmental Finance Authority (GEFA), and the OneGeorgia Authority. This plan update allows the City of Flowery Branch to retain its QLG status.

Old Town Character Area

Old Town

Old Town encompasses the historic central business district and includes a significant portion of the Old Town Redevelopment Plan (2014) boundary and the Flowery Branch Historic District.

Vision

Protect and enhance downtown, making it a vibrant, pedestrian-friendly focal point of the City that integrates new development in a historic framework with a mix of uses, increased density at a comfortable scale, and open spaces and high quality buildings that enhance the public realm.

Design Principles

- Small blocks; lots on narrow streets
- Pocket parks or greenspace as a part of mixed-use developments
- Architectural style and building materials that complement the historic fabric of the area (design review is required)
- Typically greater lot coverages, building heights, and building intensities and little or no front and side building setbacks when compared with other character areas
- Redevelopment must be consistent with principles and recommendations of the Old Town Redevelopment Plan

Land Uses

"Main Street"-style commercial and vertical mixed use with retail and restaurants. Residential uses include upper floor dwelling units in mixed use buildings, single-family dwellings, and limited townhome development.

Zoning

- CBD, Central Business District
- TND, Traditional Neighborhood Development

Implementation Strategies

Update the 2014 Old Town Redevelopment Plan to identify additional development/redevelopment opportunities (and their acceptable use types and densities) to facilitate administration of the CBD zoning district.

Illustrative Photos


The Crest mixed-use buildings on Main Street will be constructed of traditional brick


Historic brick commercial buildings opposite The Crest


Brick used as a residential accent material, consistent with existing dwellings in the area


Brick used on site features in a townhome development


Planned plaza between the Farmers Market & Main Street

The proposed rezoning and project meet the intent of the Comprehensive Plan.

Analysis

Flowery Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the Governing Body in the decision-making process.

Staff Response:

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. Yes, a residential use is appropriate for this site and the surrounding area. It will help serve the downtown commercial/retail area.

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. The development will not adversely affect the area.

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. Yes, current zoning of R-1 is economically feasible.

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. It is staff's opinion that the use will not create any unnecessary burdens.

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. Yes.

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. Not to staff's knowledge, no.

(g) Existing use(s) and zoning of the subject property and nearby properties. Currently vacant, the proposed use will fit in with the surrounding residential uses.

(h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. Staff does not have a specific number regarding property value but please review applicant's response as part of attached "Exhibit "C".

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and a positive impact for downtown.

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. N/A

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.

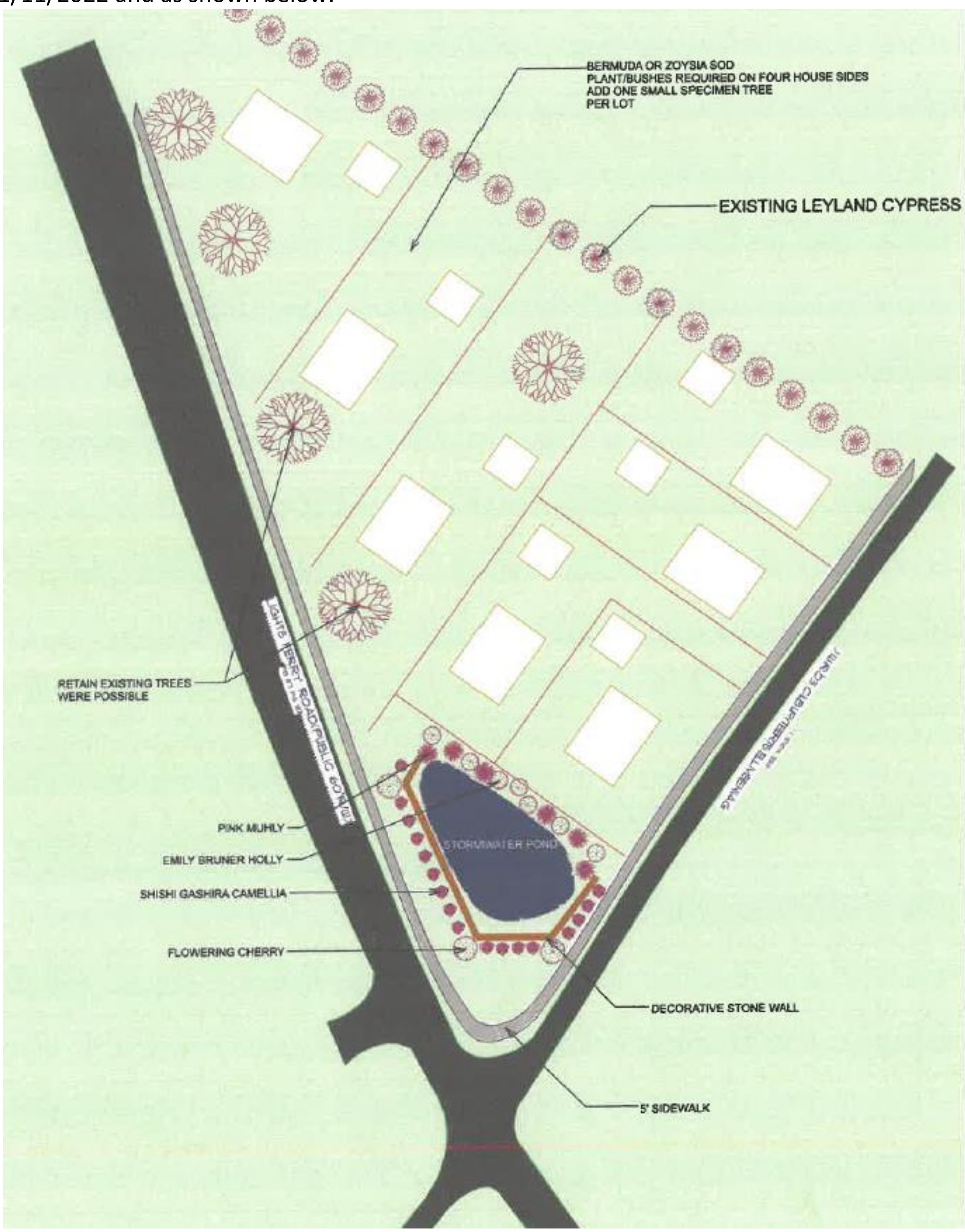
(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance. The overall layout of the project is not consistent with TND standards however, the homes themselves will be in compliance.

Recommendation

Approve the request as submitted with the knowledge that it must meet the intent and requirements of the Flowery Branch zoning ordinance, development regulations, and all pertinent local laws, ordinances, and regulations.

Additionally, the following conditions shall apply:

1. The site shall significantly adhere to the plan submitted as part of the rezoning application dated 1/11/2022 and as shown below:



2. Rendering of detention pond including depiction of decorative wall and all landscaping shall be submitted and approved the City of Flowery Branch prior to the issuance of a land disturbance plan.
3. Elevations shall be submitted and approved by the City of Flowery Branch prior to the issuance of a land disturbance permit. Said elevations shall meet all requirements of the City of Flowery Branch zoning ordinance.
4. A homeowner’s association shall be created for the project and said organization shall be responsible for the maintenance and upkeep of any on site detention facilities.

Exhibit "A"

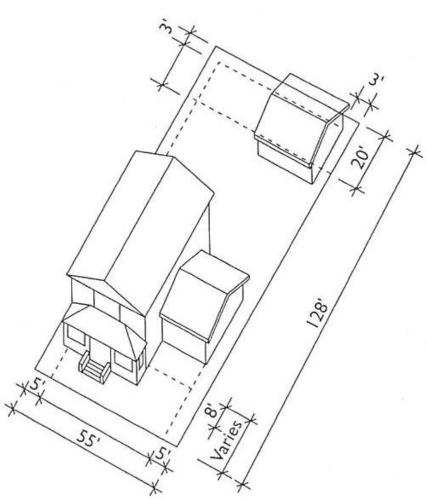
ARTICLE 7
TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT

Sec. 7.1. Purpose and Description.

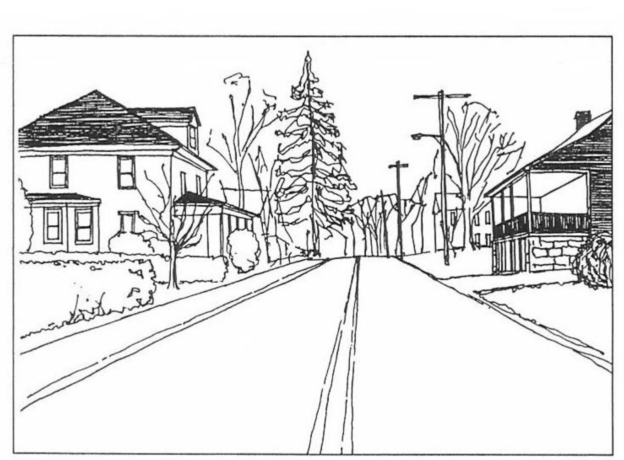
This zoning district is intended to provide for neighborhoods that are designed according to the principles of "new urbanism" with a grid or modified-grid street network, pedestrian scale and orientation, shallow front yards, relatively narrow local streets planted with shade trees and provided with wide sidewalks, and with automobile garages located to the rear or side of residential lots. TND districts are further distinguished from conventional suburban subdivision developments in their provision of public greens or common areas, when new neighborhoods are created.

Sec. 7.2. Character.

Development within this district consists mostly of residential neighborhoods in a rectangular or square block, lot, and street pattern.



Source: Kindell, Peter J., "Building Types," p. 189 in *Planning and Urban Design Standards*. Hoboken, NJ: John Wiley & Sons, 2006)



Source: Hill, John, W. Design Characteristics of Maryland's Traditional Communities, Figure 4, p. 5.1-2 in *Time Saver Standards for Urban Design* (New York: McGraw-Hill, 2003)

Consistent: Dwelling contains front porch and is located close to street. Minimal side yard setbacks. Garage is detached and located at rear of lot.

Consistent: TND Street View – the original settlement pattern sets the character and establishes building themes that should be continued, including location of buildings close to the street and porches on the front of dwellings.

Source: Nashville, Tennessee, Metro Planning Department. 31st Avenue/Long Boulevard Urban Design Overlay. Adopted 3/16/04. Attachment to Ordinance No. BL 2004-151.

Sec. 7.3. Permitted and Conditional Uses.

Permitted and conditional uses shall be as provided in Table 7.1, "Permitted and Special Uses in Traditional Neighborhood Development Districts."

Sec. 7.4. Dimensional Requirements.

Dimensional requirements shall be as provided in Table 7.2, "Dimensional Requirements in Traditional Neighborhood Development Districts."

Sec. 7.5. Additional Development Requirements.

(a) Maximum Block Width and Block Length. When a new subdivision is created within this district, the lots shall be designed in a grid-like pattern of blocks and interconnecting streets, where no new block created shall have a length or width exceeding 800 feet in length without an alley or intervening (mid-block) pedestrian footpaths.

Source: Arendt, Randall. 1999. *Crossroads, Hamlet, Village, Town: Design Characteristics of Traditional Neighborhoods, Old and New*. PAS Report No. 487/488, Figure 90, p. 58. Chicago: American Planning Association.

(b) Front Porches. Any new, detached dwelling shall have a front porch no less than sixteen feet in width as measured along the street frontage and no less than six feet in depth.

(c) On-site Parking. A two-car garage or carport located in the rear or side yard is required.

Table 7.1
Permitted and Conditional Uses in
Traditional Neighborhood Development Districts
(P = Permitted Use C = Conditional Use X = Prohibited)

Use	TND
Accessory apartment, attached	C
Accessory apartment, detached, above a garage in rear yard	P
Accessory building, structure, or use	P
Church, temple, synagogue, or place of worship, including specified accessory uses (see Sect. 14.3) (Ord. 348-11)	X
Adaptive reuse of a detached single-family dwelling for a club or lodge, nonprofit, sponsored by a civic or similar organization	C
Club or lodge, nonprofit, sponsored by a civic or similar organization, other than adaptive reuse of a detached single-family dwelling (Ord. 348-11)	C
Community recreation	P
Conservation areas and passive recreational facilities	P
Dwelling, single-family detached, fee-simple	P
Dwellings, single-family detached, condominium	P
Dwelling, townhouse (single-family attached, fee-simple)	P
Dwelling, two-family (duplex)	X
Dwelling, multi-family (apartment, attached residential condominium)	X
Dwelling, located within a building containing a nonresidential principal use	C
Garden, non-commercial, accessory to single-family detached dwelling	P
Greenhouse, non-commercial, accessory to single-family detached dwelling	P
Guest house (accessory building/use)	P
Home occupation, including family day care home	P
Institutional residential living and care facility, serving no more than 17 persons	X
Live/work unit	C
Mixed use development, within a detached single-family dwelling (adaptive reuse)	C
Office, within a detached single-family dwelling (adaptive reuse)	P
Office, other than adaptive reuse of a detached single-family dwelling	C
Personal service establishment, within a detached single-family dwelling only (adaptive reuse)	C
Retail trade establishment, enclosed within a detached single-family dwelling only (adaptive reuse)	C
Public or semi-public use	P
School, private, elementary, middle, or high	C
School, public	P
School, special	C
Temporary use	P
Zero lot line housing	P

Table 7.2
Dimensional Requirements for Traditional Neighborhood Development Districts

Requirement (measurement unit)	**TND**
Maximum height (feet)	30
Maximum height (number of stories)	3
Maximum density (units per acre)	6.5
Minimum lot size for detached single-family dwelling (square feet)	6,700
Minimum lot size for other uses (square feet)	5,000
Minimum lot width (feet)	40
Minimum lot depth (feet)	80
Minimum heated floor area per dwelling unit (square feet)	1,200
Minimum front yard setback from lot line (feet)	0
Minimum side setback, interior lot line or corner lot, all principal buildings (feet)	5
Minimum rear setback, all principal buildings (feet)	25
Rear setback for an accessory building when abutting an alley	None
Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)	15
Maximum coverage of impervious surface (percent of lot)	35
Minimum landscaped open space, all principal uses except detached, single-family residential lots and townhomes (percent)	20

Exhibit "B"

ARTICLE 12. - REQUIREMENTS FOR SPECIFIC RESIDENTIAL PRINCIPAL BUILDINGS AND USES

Sec. 12.1. - Commercial Recreation Facility.

Within a residential subdivision or multiple-family residential development, community recreation facilities as defined by this Zoning Ordinance must be platted when a part of a subdivision or part of the site plan approval for a multiple-family residential development. Community recreation facilities shall be subject to the following requirements:

(a) *Exterior lighting.* If lighted, exterior lighting shall require a lighting plan to be submitted and approved prior to installation. See Article 23 of this Zoning Ordinance.

(b) *Swimming Pools and Tennis Courts.* Swimming pools and tennis courts shall be setback a minimum of twenty-five (25) feet from all property lines of the tract of land devoted to community recreation, with a minimum ten (10) foot wide landscape strip along all property lines of said tract. See Article 19 of this Zoning Ordinance for landscape strip specifications.

(c) *Buildings.* Buildings (excluding accessory structures) shall be setback a minimum of twenty-five (25) feet from the property line of the tract. If outdoor patios or decks are provided, they shall be located no closer than twenty-five (25) feet from the property line of the tract and a minimum ten (10) foot wide landscape strip shall be provided between said outdoor patio or deck and the property line or boundary of said tract. See Article 19 of this Zoning Ordinance for landscape strip specifications.

(d) *Parking.* Parking shall be provided per the requirements of Article 21 of this Zoning Ordinance.

Sec. 12.2. - Model Home.

A dwelling unit may be constructed and used as a model home or temporary office for the sale of lots under the following conditions:

(a) *Time of Construction.* The model home is typically constructed before approval of a final plat, and hence the model home is the principal use of the entire unsubdivided parcel until the final plat is approved.

(b) *Location on a Lot.* The model home shall be placed on a lot designated on the approved preliminary plat and shall be placed in a manner that meets the applicable zoning district dimensional requirements so that it complies at the time it is erected and when it is sold and/or converted for single-family residential use.

(c) *Sales.* Sales shall be limited to the lots and buildings within the subdivision where the model home is located.

(d) *Certain Buildings Prohibited.* A manufactured home or portable building shall not be used as a model home or temporary sales office.

(e) *Duration and Discontinuance.* The use of the model home for a sales office shall be discontinued within 30 days after Certificates of Occupancy have been issued on 90 percent of the lots in the subdivision.

(f) *Parking and Accessibility.* The model home shall comply with off-street parking and applicable accessibility standards.

Sec. 12.3. - Multi-family Development.

(a) *Condominiums.* If a condominium form of ownership is proposed, the development shall meet all current applicable state laws including the Georgia Condominium Act (O.C.G.A. § 44-3-70 et seq.). Proposed bylaws and the articles of incorporation for the condominium association shall be submitted with the application for development approval.

(b) *Laundry facilities.* On-site accessory laundry facilities are permitted accessory uses for developments with 25 or more units.

(c) *Setbacks.* Buildings within multi-family developments shall be subject to the setbacks for the entire lot as established in applicable zoning district dimensional requirements. There shall be no requirements for setbacks from private driveways within the multi-family development, except as may be determined by the Zoning Administrator to be essential to meet building or accessibility codes, to meet sight accessibility requirements for motorists and pedestrians, or other essential public safety considerations during the site plan review process.

(d) *Site Plan Approval.* Site plan approval by the Zoning Administrator shall be required. The Zoning Administrator may place conditions of development approval on any multiple-family site plan approval, which such conditions are specifically related to compliance with a requirement of this Zoning Ordinance or other applicable regulation. Furthermore, reasonable conditions may be placed on the development through site plan approval by the Zoning Administrator in order to (1) ensure compliance with design and development standards specified in this Zoning Ordinance for said use or (2) ensure consistency with development guidelines or policies of the comprehensive plan.

(e) *Design Standards.* See Section 10.7 of this Zoning Ordinance.

Sec. 12.4. - Relocated Residence.

A relocation permit is required to relocate a residential structure, whether it is to be moved out of or into the city limits. The relocation permit is not a building permit for the placement of the structure at a new location. The applicant shall include the following with the application for the relocation permit:

(a) *Picture.* A photograph of the structure at its present location.

(b) *Existing Location.* The current location (address and tax parcel number) where the structure is now located.

(c) *Proposed Location in City.* If the structure is to be relocated inside the city limits, the proposed location (address and tax parcel number) of the structure. To ensure compliance with the applicable zoning district dimensional requirements, when the relocated residential structure is proposed to be located within the city limits, the Zoning Administrator shall require submission of the proposed location (address and tax parcel number) and a copy of the recorded plat of the lot on which the structure will be placed (if none exists the applicant shall be required to comply with subdivision requirements of the city's Subdivision and Land Development Ordinance).

(d) *Floor Area.* The total heated floor area of the existing structure and, if to be located within the city, the renovated structure.

(e) *Building Permit.* A building permit shall be required.

(f) *Exterior Improvements.* All exterior improvements to the structure once relocated shall be completed within six months of relocation.

(g) *Historic Preservation.* If located or proposed to be located within a historic district as recognized in this Zoning Ordinance or other historic preservation ordinance of the city, there must be a copy of the approved Certificate of Appropriateness from the Historic Preservation Commission prior to relocating the residential structure.

(h) *Inspection.* The Zoning Administrator shall inspect or arrange for the inspection of the structure for compliance with the minimum standards of the zoning district proposed for location and other applicable regulations and codes.

Sec. 12.5. - Subdivision Entrance Monuments.

No subdivision entrance monument shall be permitted to be erected unless it meets the following requirements:

(a) *Design.* The subdivision entrance monument and the landscape surrounding the monument shall be designed by a registered landscape architect.

(b) *Design Review.* Design plan review and approval is required. See Article 40 of this zoning ordinance.

Sec. 12.6. - Townhouses.

In zoning districts where permitted, fee-simple townhouses shall meet the following requirements:

(a) *Lot Frontage and Lot Width.* Each platted lot shall have a minimum of twenty (20) feet of frontage on a public street or private road that meets public street standards, and each lot shall have a minimum lot width of twenty (20) feet.

(b) *Lot Size.* The minimum size of a lot for each fee-simple townhouse lot (i.e., the extent of land owned by the owner of the unit) shall be 2,000 square feet in lot area.

(c) *Front Building Setbacks.* There shall be a minimum twenty (20) foot front setback from any perimeter boundary of the fee-simple townhouse subdivision and a 30-foot front setback from any public or private street exterior to or within the subdivision.

(d) *Side Setbacks and Zero Lot Line.* Zero lot line between units within the same building shall be permitted, subject to applicable fire and building codes.

(e) *Rear Setbacks.* There shall be a minimum twenty (20) foot rear setback from townhouse lot boundaries for all buildings and structures, except when the rear property line abuts an alley, in which case no setback shall be required.

(f) *Building Separation.* There shall be a minimum building separation of twenty (20) feet between townhouse buildings.

(g) *Building Unit Offsets.* To avoid a monotonous appearance, for any given building, no more than six (6) units may have common walls. Any building containing more than three (3) units with common walls must have the front façade, rear façade, and the roof of each attached unit distinct from the other through separation, staggering, or offsets in design. A minimum of two (2) exterior colors shall be used on buildings containing up to four (4) units, and a minimum of three (3) exterior colors shall be used on buildings containing five (5) or six (6) units; however, when all exteriors are unpainted brick, they shall not be required to vary in color. See also Sec. 12.6.(k)1.

(h) *Rear Access.* Townhouse developments shall be designed to provide proper access to all dwelling units for firefighting purposes, as may be determined by applicable codes. Rear access, if required for firefighting purposes or by Subsection (n) below, shall be accomplished by alleys.

(i) *Parking.* Two enclosed parking spaces minimum per unit shall be provided.

(j) *Subdivision Plat Approval.* Each townhouse development or phase thereof shall require preliminary and final subdivision plat approval in accordance the City of Flowery Branch Subdivision and Land Development Ordinance.

(k) *Wall Finishes*.

1. Exterior wall finish materials (excluding foundations, trim, windows and doors) shall be limited to: real brick (full-depth or thin brick), unpainted natural stone, unpainted cast stone, true three-coat cement stucco, natural wood or cementitious siding including lap siding and board and batten; and wood or cementitious shakes and shingles. A horizontal accent strip (i.e., band board or belly board / band) shall be used when there is a change in material. Each dwelling unit is limited to two of the allowed wall finishes listed in this subsection and one paint color. Adjoining or adjacent units shall not be the same exterior color.

The following are illustrative examples of wall finishes that **DO NOT** meet the requirements of this section:

Faux Stone Veneer

Faux Brick Veneer

Vinyl Siding

2. A ... ll m ... nts:

a ... hall ... nspa ... mum p ... d doc ... d or ... total v ... of 2 ... efine ... erior f ... oes ... oors; ... ation greater than 12 inches in depth, or a substantial change in material) in either a vertical or horizontal direction.

b. False windows may count toward the transparency requirement where they are similar in size, shape, and materials to other windows on that building and consist of trim with closed shutters that have the appearance of a shuttered window or windows. A single louvered panel with trim may also count toward this requirement. False windows shall not be allowed to count toward this requirement unless shutters adjacent to a true window or windows are also provided on another exterior wall.

(l) *Foundation Walls.* Exposed foundation walls must be faced in real brick or real stone to the level of the first finished floor when there is a basement or at least 24 inches above grade for the entire perimeter wall when the building has a slab on grade. Faux brick or stone foundation panels are prohibited.

The following are illustrative examples of foundation walls that **DO NOT** meet the requirements of this section:

Faux Brick Foundation

Foundation wall missing / insufficient height on the side

Foundation wall is only located on the front façade

(m) *Roof Materials.* Pitched roofs shall be finished in either architectural shingles or standing seam metal roofs.

(n) *Garage Placement and Materials.*

1. Where townhouse developments abut public streets, lots fronting onto these streets shall address garage placement as follows: the front façade of the townhouse shall face the public street, and garages shall be rear loaded.

2. Where front-loaded garages are allowed, garage doors shall be carriage-style (both the door style/paneling as well as the hardware) and may either:

a. Recess at least one foot behind the front wall plane of the dwelling unit and the front entrance. When the garage door is recessed less than one foot, there shall be required a garage eyebrow treatment (trellis, pergola, roof, or a second-story architectural feature) that extends at least one foot beyond the garage face.

b. Project beyond the front wall plane and the front entrance upon providing a garage eyebrow treatment (trellis, pergola, roof, or second-story architectural feature) that extends at least one foot beyond the garage face, as well as decorative lighting that is mounted above or to the sides of the garage door.

3, All front-loaded garages shall be finished in real brick or real stone. The finish shall cover the entire façade of a projecting garage. When garage doors are recessed in accordance with Sec.(n) 2.a. above, the façade of the ground floor shall be finished in the required material(s).

4. Single-story detached garages that meet the requirements of subsections (k), (l) and (m) above and are placed to the rear of the building(s) are allowed in lieu of attached garages.

The following are illustrative examples of garage treatments that **DO NOT** meet the requirements of this section:

Brick or stone is only partially used or is not used at all as the required exterior finish, and carriage-style garage doors are not used. In addition, required elements over the projecting garages (left and middle examples) are missing.

(o) *Private Open Space.* Private, usable open space, such as balconies, patios, decks, etc. shall be provided contiguous to each dwelling unit. The area of such open space for each dwelling unit shall not be less than 10% of the floor area of the unit served.

1. Each dwelling unit with a rear-loaded garage shall provide a usable covered porch that runs the entire width of the front façade. The porch shall be at least 6 feet deep (not including steps, if applicable).

2. Rear patios, decks and porches shall be covered with a roof, pergola, or projecting architectural feature that is designed with materials to match the façade and/or trim of the building.

(p) Residential Driveway Length. Townhouses are required to have a minimum driveway length of twenty-three (23) feet as measured from the back of sidewalk or back of curb, as applicable.

(p) *Design Review.* See Article 40.

Sec. 12.7. – Single-Family Detached Dwellings.

Detached single-family dwellings shall meet the following requirements.

(a) *Wall Finishes.*

1. See Sec. 12.6.(k)1.

2. Facades facing a side yard shall meet the following requirements:

   a. Each applicable façade shall have: a minimum of 5% transparency (defined as the minimum percentage of windows and doors that must cover a ground or upper story façade) of the total wall area; and, a maximum of 20 feet of blank wall area (defined as the portion of the exterior façade of a building that does not include windows or doors;

pilasters or other articulation greater than 12 inches in depth; or a substantial change in material) in either a vertical or horizontal direction.

b. False windows may count toward the transparency requirement where they are similar in size, shape, and materials to other windows on that building and consist of trim with closed shutters that have the appearance of a shuttered window or windows. A single louvered panel with trim may also count toward this requirement. False windows shall not be allowed to count toward this requirement unless shutters adjacent to a true window or windows are also provided on another exterior wall.

c. Walls that are fully finished in brick shall be exempt from the transparency requirement in Subsection a. above.

3. Facades facing a rear yard shall meet the following requirements:

a. Sec. 12.7.(a) 2. shall apply to rear facades that are visible from a public street.
b. Rear patios, decks and porches shall be covered with a roof, pergola, or projecting architectural feature that is designed with materials to match the façade and/or trim of the building.

(b) *Entrance Features.*

1. The primary entrance to a residence must be emphasized through the use of an unenclosed roofed porch, veranda or terrace that is a minimum of: six (6) feet deep (not including the steps); and 40% of the width of the front façade or 11 feet, whichever is greater.

2. A stoop or gable may be used in lieu of a porch, veranda or terrace when the front façade finish is brick. A stoop shall not be more than six (6) feet deep (not including the steps) and cannot be fully enclosed.

3. Entry steps shall have enclosed risers.

4. Columns shall be a minimum width of eight (8) inches and shall be wood or durable material that resembles wood from top to bottom or atop stone or masonry bases.

(c) *Foundation and Roof materials.* See Sections 12.6 (l) and (m).

(d) *Garage Placement and Materials.*

1. Where detached single-family developments abut public streets, lots fronting onto these streets shall address garage placement as follows: the front façade of the dwelling shall face the public street, and garages shall be rear loaded. This requirement shall not apply when homes are oriented such that the side yards front the public street.

2. For single-family detached dwellings with attached front-loaded garages, garage doors shall not project more than eight (8) feet from the front wall plane and front entrance. Any projecting garage shall not prevent the requirement of Sec. 12.7.(b)1 being met.

3. Projecting front-loaded garages shall have a garage eyebrow treatment (trellis, pergola, roof, or second-story architectural feature) that extends at least one foot beyond the garage face, as well as decorative lighting above or to the sides of the garage. The gable (if applicable) above the garage door shall not be blank and shall include window(s) and decorative lighting. Additional gable treatments options include a gable vent and a change in material.

4. All front-loaded garages shall be finished in real brick or real stone. The finish shall cover the façade of the projecting garage wall but is not required to be used on the gable (if applicable)

above the required garage eyebrow treatment. When a garage does not project, the façade of the ground floor garage shall be finished in the required material(s).

5. Garage doors shall be carriage-style (both the door style/paneling and hardware).

The following are illustrative examples of garage treatments that **DO NOT** meet the requirements of this section:

Missing elements: full required extent of brick or stone finish, "eyebrow" treatment above the garage, and gable features (left and middle photos); brick or stone finish, carriage style door and front porch (photo at right). A carriage-style garage door is also not used in the photo at left.

(e) Residential Driveway Length. See Sec. 20.11.(c).

(f) Design Review. See Article 40.

Exhibit "C"

Flowery Branch

REZONING APPLICATION

Date: 01-11-2022

Address of Request:
5908 Lights Ferry Road

Tax Map # 08112 027019 Current Zoning: R1

Is this site located within the boundaries of the historic district? No

Currently a conforming use? Yes

Any conditions of zoning, CUP's, etc.? No

Applicant Information

Name: Diego Fracasso

Address: 1525 Broadmoore Blvd Buford, Ga 30518

E-mail address: Diegotf@icloud.com

Phone number: 678-358-1900

Signature:

Notary:

01/11/2022

SUNIL PATEL
Gwinnett County
Notary
Public
Expires
08-16-2022
STATE OF GEORGIA

Flowery Branch

Property owner information (if different than the applicant)

Property owner (please print): Lights Ferry Partners, LLC

Signature of property owner: [signature], CEO

Notary: [signature]

MINDY BUCKLEY
My Commission Expires
NOTARY PUBLIC
01-06-2025
HALL COUNTY, GEORGIA

Property Information

Tax Map Number: 08112 027019

Current Zoning: R1 Total Acres: 1.92

Is this property located within the city-limits of Flowery Branch? Yes

Proposed City of Flowery Branch Zoning: TND

Current Use: Residential - Vacant

Please review the Flowery Branch Code of Ordinances, Appendix C, "Zoning Ordinance", Article 34, for complete requirements.

Please provide the following at time of submittal in (one hard copy and digitally):

- Legal description
- Current survey of property

Flowery Branch

- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Names and addresses of adjoining property owners
- Reasons for requesting rezoning
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

None

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

None

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

None

Flowery Branch

Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total $250.00 or more or to whom gifts were made having a total value of $250.00 or more.

Elected Officials Name	Amount of Description of Gift
None	
None	

CITY STAFF ONLY

Application Received By: ______

Date: 1.26.2022 Total Fee: ______

Flowery Branch

5

12/28/2021

5908 Lights Ferry Rd Legal Description

Description of Property

TRACT ONE

All that tract or parcel of land lying and being in the Town of Flowery Branch, Hall County, Georgia, being part of the land described in a deed recorded in Deed Book 284, Page 15, Hall County, Georgia Deed Records, adjoining the present homeplace of Clarence J. Fenn, and more particularly described as follows:
Beginning at the northeast corner of the Clarence J. Fenn homeplace on the Old Gainesville-Buford Road, and running thence 123 feet northward along said road to an iron pin corner; thence westward parallel with the Fenn line 400 feet, more or less, to an iron pin corner fixed by the parties hereto at a point 35 feet east of the rear line of the F.C. Orr property, as described in the deed recorded in Book 284, Page 515, thence southward parallel with Orr's said rear line 123 feet to the C.J. Fenn line at a point just across part of the pavement of the new road running along there; thence eastward 400 feet, more or less, to the beginning corner. The last mentioned new road cuts across the southwest corner of the lot herein conveyed, and of course this corner as cut off in the new road is not included in this deed.

TOGETHER WITH TRACT TWO

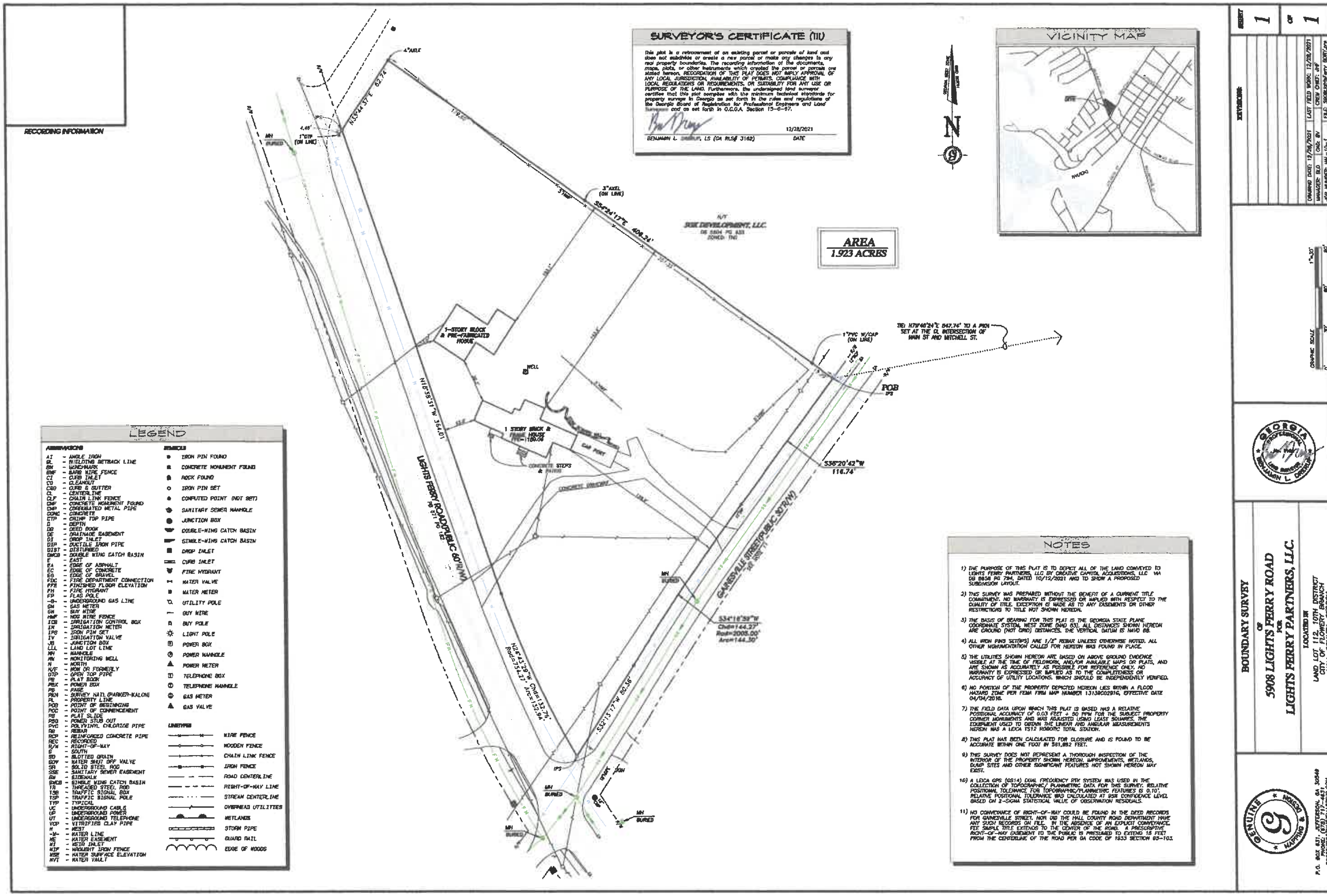
All that tract and parcel of land situate, lying and being in Hall County, Georgia, and being more particularly described as follows:

A part of Lot 112, being in Land Lot District No. 8, City of Flowery Branch, Hall County, Georgia, and being in the 1270th District G.M., Hall County, Georgia, containing one and one-tenth (1.1) acres, more or less, and being more particularly described as follows:

Beginning on the north side of Broad Street and west side of Old Gainesville Road; thence running northeast 264 feet to corner of what was formerly A.M. Orr line; thence west along A. M. Orr line 360 feet to the new highway; thence along the New Highway 450 feet to the Old Gainesville Road and the beginning corner. Said property is in a V-shape.

These two tracts being the same property conveyed in a Warranty Deed from Roy E. Clark and Janice Lee Clark Bryans to Allen J. Bryans dated August 24, 1996, recorded in Deed Book 2700, Page 278, Hall County, Georgia Deed Records, being improved property known as **5908 Lights Ferry Road** according to the present system of numbering properties by the Hall County, Georgia Tax Assessor's office. Said property is conveyed together with and subject to all easements, covenants, and restrictions of record, if any.

83754 Description



BOUNDARY SURVEY
OF
5908 LIGHTS FERRY ROAD
FOR
LIGHTS FERRY PARTNERS, LLC.
LOCATED IN
LAND LOT 112, 10TH DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA
GENUINE MAPPING & DESIGN
P.O. BOX 831, JEFFERSON, GA 30549
PHONE: (678) 717-4831
© 2021 GENUINE MAPPING AND DESIGN, LLC
GEORGIA PROFESSIONAL LAND SURVEYOR BENJAMIN L. DRERUP
GRAPHIC SCALE 1"=30'
0' 30' 60' 90'
REVISIONS
DRAWING DATE: 12/28/2021
LAST FIELD WORK: 12/28/2021
MANAGER: BLD
CAD: BV
CREW CHIEF: JHF
JOB NUMBER: HAL-10-1
SHEET 1 OF 1
RECORDING INFORMATION
SURVEYOR'S CERTIFICATE (III)
This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
12/28/2021
BENJAMIN L. DRERUP, LS (GA RLS# 3162)
DATE
VICINITY MAP
SITE
AREA
1.923 ACRES
N/F
3SK DEVELOPMENT, LLC
LIGHTS FERRY ROAD (PUBLIC 60' R/W)
GAINESVILLE STREET (PUBLIC 30' R/W)
N18°38'31"W 364.01'
S54°24'17"E 406.24'
N33°44'37"E 62.74'
S32°13'17"W 80.36'
S36°20'42"W 116.74'
N24°43'29"W Chd=132.75' Rad=754.27' Arc=132.94'
S34°18'59"W Chd=144.27' Rad=2005.00' Arc=144.30'
TIE: N79°40'24"E 847.74' TO A PKN SET AT THE CL INTERSECTION OF MAIN ST AND MITCHELL ST.
POB
1"PVC W/CAP (ON LINE)
3"AXEL (ON LINE)
4"AXLE
1"OTP (ON LINE)
1 STORY BRICK & FRAME HOUSE
1-STORY BLOCK & PRE-FABRICATED HOUSE
CAR PORT
CONCRETE STEPS & PAVERS
CONCRETE DRIVEWAY
WELL
MH BURIED
IPS
NOTES
1) THE PURPOSE OF THIS PLAT IS TO DEPICT ALL OF THE LAND CONVEYED TO LIGHTS FERRY PARTNERS, LLC BY CREATIVE CAPITOL ACQUISITIONS, LLC VIA DB 9858 PG 794, DATED 10/12/2021 AND TO SHOW A PROPOSED SUBDIVISION LAYOUT.
2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO WARRANTY IS EXPRESSED OR IMPLIED WITH RESPECT TO THE QUALITY OF TITLE. EXCEPTION IS MADE AS TO ANY EASEMENTS OR OTHER RESTRICTIONS TO TITLE NOT SHOWN HEREON.
3) THE BASIS OF BEARING FOR THIS PLAT IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE GROUND (NOT GRID) DISTANCES. THE VERTICAL DATUM IS NAVD 88.
4) ALL IRON PINS SET(IPS) ARE 1/2" REBAR UNLESS OTHERWISE NOTED. ALL OTHER MONUMENTATION CALLED FOR HEREON WAS FOUND IN PLACE.
5) THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE VISIBLE AT THE TIME OF FIELDWORK, AND/OR AVAILABLE MAPS OR PLATS, AND ARE SHOWN AS ACCURATELY AS POSSIBLE FOR REFERENCE ONLY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY OF UTILITY LOCATIONS, WHICH SHOULD BE INDEPENDENTLY VERIFIED.
6) NO PORTION OF THE PROPERTY DEPICTED HEREON LIES WITHIN A FLOOD HAZARD ZONE PER FEMA FIRM MAP NUMBER 13139C0291G, EFFECTIVE DATE 04/04/2018.
7) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.03 FEET + 50 PPM FOR THE SUBJECT PROPERTY CORNER MONUMENTS AND WAS ADJUSTED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A LEICA TS12 ROBOTIC TOTAL STATION.
8) THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 381,892 FEET.
9) THIS SURVEY DOES NOT REPRESENT A THOROUGH INSPECTION OF THE INTERIOR OF THE PROPERTY SHOWN HEREON. IMPROVEMENTS, WETLANDS, DUMP SITES AND OTHER SIGNIFICANT FEATURES NOT SHOWN HEREON MAY EXIST.
10) A LEICA GPS (GS14) DUAL FREQUENCY RTK SYSTEM WAS USED IN THE COLLECTION OF TOPOGRAPHIC/ PLANIMETRIC DATA FOR THIS SURVEY. RELATIVE POSITIONAL TOLERANCE FOR TOPOGRAPHIC/PLANIMETRIC FEATURES IS 0.10'. RELATIVE POSITIONAL TOLERANCE WAS CALCULATED AT 95% CONFIDENCE LEVEL BASED ON 2-SIGMA STATISTICAL VALUE OF OBSERVATION RESIDUALS.
11) NO CONVEYANCE OF RIGHT-OF-WAY COULD BE FOUND IN THE DEED RECORDS FOR GAINESVILLE STREET, NOR DID THE HALL COUNTY ROAD DEPARTMENT HAVE ANY SUCH RECORDS ON FILE. IN THE ABSENCE OF AN EXPLICIT CONVEYANCE, FEE SIMPLE TITLE EXTENDS TO THE CENTER OF THE ROAD. A PRESCRIPTIVE RIGHT-OF-WAY EASEMENT TO THE PUBLIC IS PRESUMED TO EXTEND 15 FEET FROM THE CENTERLINE OF THE ROAD PER GA CODE OF 1933 SECTION 95-103.
LEGEND
ABBREVIATIONS
SYMBOLS
IRON PIN FOUND
CONCRETE MONUMENT FOUND
ROCK FOUND
IRON PIN SET
COMPUTED POINT (NOT SET)
SANITARY SEWER MANHOLE
JUNCTION BOX
DOUBLE-WING CATCH BASIN
SINGLE-WING CATCH BASIN
DROP INLET
CURB INLET
FIRE HYDRANT
WATER VALVE
WATER METER
UTILITY POLE
GUY WIRE
GUY POLE
LIGHT POLE
POWER BOX
POWER MANHOLE
POWER METER
TELEPHONE BOX
TELEPHONE MANHOLE
GAS METER
GAS VALVE
LINETYPES
WIRE FENCE
WOODEN FENCE
CHAIN LINK FENCE
IRON FENCE
ROAD CENTERLINE
RIGHT-OF-WAY LINE
STREAM CENTERLINE
OVERHEAD UTILITIES
WETLANDS
STORM PIPE
GUARD RAIL
EDGE OF WOODS

RECORDING INFORMATION

LEGEND

ABBREVIATIONS

- AI - ANGLE IRON
- BL - BUILDING SETBACK LINE
- BM - BENCHMARK
- BWF - BARB WIRE FENCE
- CI - CURB INLET
- CO - CLEANOUT
- C&G - CURB & GUTTER
- CL - CENTERLINE
- CLF - CHAIN LINK FENCE
- CMF - CONCRETE MONUMENT FOUND
- CMP - CORRUGATED METAL PIPE
- CONC - CONCRETE
- CTP - CRIMP TOP PIPE
- D - DEPTH
- DB - DEED BOOK
- DE - DRAINAGE EASEMENT
- DIP - DUCTILE IRON PIPE
- DIST - DISTURBED
- DWCB - DOUBLE WING CATCH BASIN
- E - EAST
- EA - EDGE OF ASPHALT
- EC - EDGE OF CONCRETE
- EG - EDGE OF GRAVEL
- FFE - FINISHED FLOOR ELEVATION
- FH - FIRE HYDRANT
- -G- - UNDERGROUND GAS LINE
- GM - GAS METER
- GW - GUY WIRE
- HWF - HOG WIRE FENCE
- IPS - IRON PIN SET
- JB - JUNCTION BOX
- LLL - LAND LOT LINE
- N - NORTH
- N/F - NOW OR FORMERLY
- OTP - OPEN TOP PIPE
- PB - PLAT BOOK
- PBX - POWER BOX
- PG - PAGE
- PKN - SURVEY NAIL (PARKER-KALON)
- PL - PROPERTY LINE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PVC - POLYVINYL CHLORIDE PIPE
- RB - REBAR
- RCP - REINFORCED CONCRETE PIPE
- REC - RECORDED
- R/W - RIGHT-OF-WAY
- S - SOUTH
- SR - SOLID STEEL ROD
- SSE - SANITARY SEWER EASEMENT
- W - WEST
- -W- - WATER LINE

SYMBOLS

- IRON PIN FOUND
- CONCRETE MONUMENT FOUND
- ROCK FOUND
- IRON PIN SET
- COMPUTED POINT (NOT SET)
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- UTILITY POLE
- GUY WIRE
- GUY POLE
- LIGHT POLE
- POWER BOX

LINETYPES

- WIRE FENCE
- WOODEN FENCE
- CHAIN LINK FENCE
- IRON FENCE
- ROAD CENTERLINE
- RIGHT-OF-WAY LINE
- STREAM CENTERLINE
- OVERHEAD UTILITY LINE
- WETLANDS
- STORM PIPE
- GUARD RAIL
- EDGE OF WOODS

TRADITIONAL NEIGHBORHOOD DEVELOPMENT REQUIREMENTS

Maximum height (feet)	30
Maximum height (number of stories)	3
Maximum density (units per acre)	6.5
Minimum lot size for detached single-family dwelling (square feet)	6,700
Minimum lot size for other uses (square feet)	5,000
Minimum lot width (feet)	40
Minimum lot depth (feet)	80
Minimum heated floor area per dwelling unit (square feet)	1,200
Minimum front yard setback from lot line (feet)	0
Minimum side setback, interior lot line or corner lot, all principal buildings (feet)	5
Minimum rear setback, all principal buildings (feet)	25
Rear setback for an accessory building when abutting an alley	None
Minimum landscape strip required along right-of-ways for any nonresidential use if permitted (width in feet)	15
Maximum coverage of impervious surface (percent of lot)	45
Minimum landscaped open space, all principal uses except detached, single-family residential lots and townhomes (percent)	20

NOTES

1) THE PURPOSE OF THIS PLAT IS TO DEPICT ALL OF THE LAND CONVEYED TO LIGHTS FERRY PARTNERS, LLC BY CREATIVE CAPITOL ACQUISITIONS, LLC VIA DB 8958 PG 784, DATED 10/13/2021 AND TO SHOW A PROPOSED SUBDIVISION LAYOUT.

2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO WARRANTY IS EXPRESSED OR IMPLIED WITH RESPECT TO THE QUALITY OF TITLE. EXCEPTION IS MADE AS TO ANY EASEMENTS OR OTHER RESTRICTIONS TO TITLE NOT SHOWN HEREON.

3) THE BASIS OF BEARING FOR THIS PLAT IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE GROUND (NOT GRID) DISTANCES. THE VERTICAL DATUM IS NAVD 88.

4) ALL IRON PINS SET(IPS) ARE 1/2" REBAR UNLESS OTHERWISE NOTED. ALL OTHER MONUMENTATION CALLED FOR HEREON WAS FOUND IN PLACE.

5) THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE VISIBLE AT THE TIME OF FIELDWORK AND/OR AVAILABLE MAPS OR PLATS, AND ARE SHOWN AS ACCURATELY AS POSSIBLE FOR REFERENCE ONLY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY OF UTILITY LOCATIONS, WHICH SHOULD BE INDEPENDENTLY VERIFIED.

6) NO PORTION OF THE PROPERTY DEPICTED HEREON LIES WITHIN A FLOOD HAZARD ZONE PER FEMA FIRM MAP NUMBER 13139C0231Q, EFFECTIVE DATE 04/04/2018.

7) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.03 FEET + 50 PPM FOR THE SUBJECT PROPERTY CORNER MONUMENTS AND WAS ADJUSTED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A LEICA TS12 ROBOTIC TOTAL STATION.

8) THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 581,892 FEET.

9) THIS SURVEY DOES NOT REPRESENT A THOROUGH INSPECTION OF THE INTERIOR OF THE PROPERTY SHOWN HEREON. IMPROVEMENTS, WETLANDS, DUMP SITES AND OTHER SIGNIFICANT FEATURES NOT SHOWN HEREON MAY EXIST.

10) A LEICA GPS (GS14) DUAL FREQUENCY RTK SYSTEM WAS USED IN THE COLLECTION OF TOPOGRAPHIC/ PLANIMETRIC DATA FOR THIS SURVEY. RELATIVE POSITIONAL TOLERANCE FOR TOPOGRAPHIC/PLANIMETRIC FEATURES IS 0.10'. RELATIVE POSITIONAL TOLERANCE WAS CALCULATED AT 95% CONFIDENCE LEVEL BASED ON 2-SIGMA STATISTICAL VALUE OF OBSERVATION RESIDUALS.

11) NO CONVEYANCE OF RIGHT-OF-WAY COULD BE FOUND IN THE DEED RECORDS FOR GAINESVILLE STREET, NOR DID THE HALL COUNTY ROAD DEPARTMENT HAVE ANY SUCH RECORDS ON FILE. IN THE ABSENCE OF AN EXPLICIT CONVEYANCE, FEE SIMPLE TITLE EXTENDS TO THE CENTER OF THE ROAD. A PRESCRIPTIVE RIGHT-OF-WAY EASEMENT TO THE PUBLIC IS PRESUMED TO EXTEND 15 FEET FROM THE CENTERLINE OF THE ROAD PER GA CODE OF 1933 SECTION 95-103.

GENUINE MAPPING & DESIGN
P.O. BOX 631, JEFFERSON, GA 30549
PHONE: (678) 717-4831

PRELIMINARY SUBDIVISION PLAT
OF
5908 LIGHTS FERRY ROAD
FOR
LIGHTS FERRY PARTNERS, LLC
LOCATED IN
LAND LOT 112, 10TH DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA

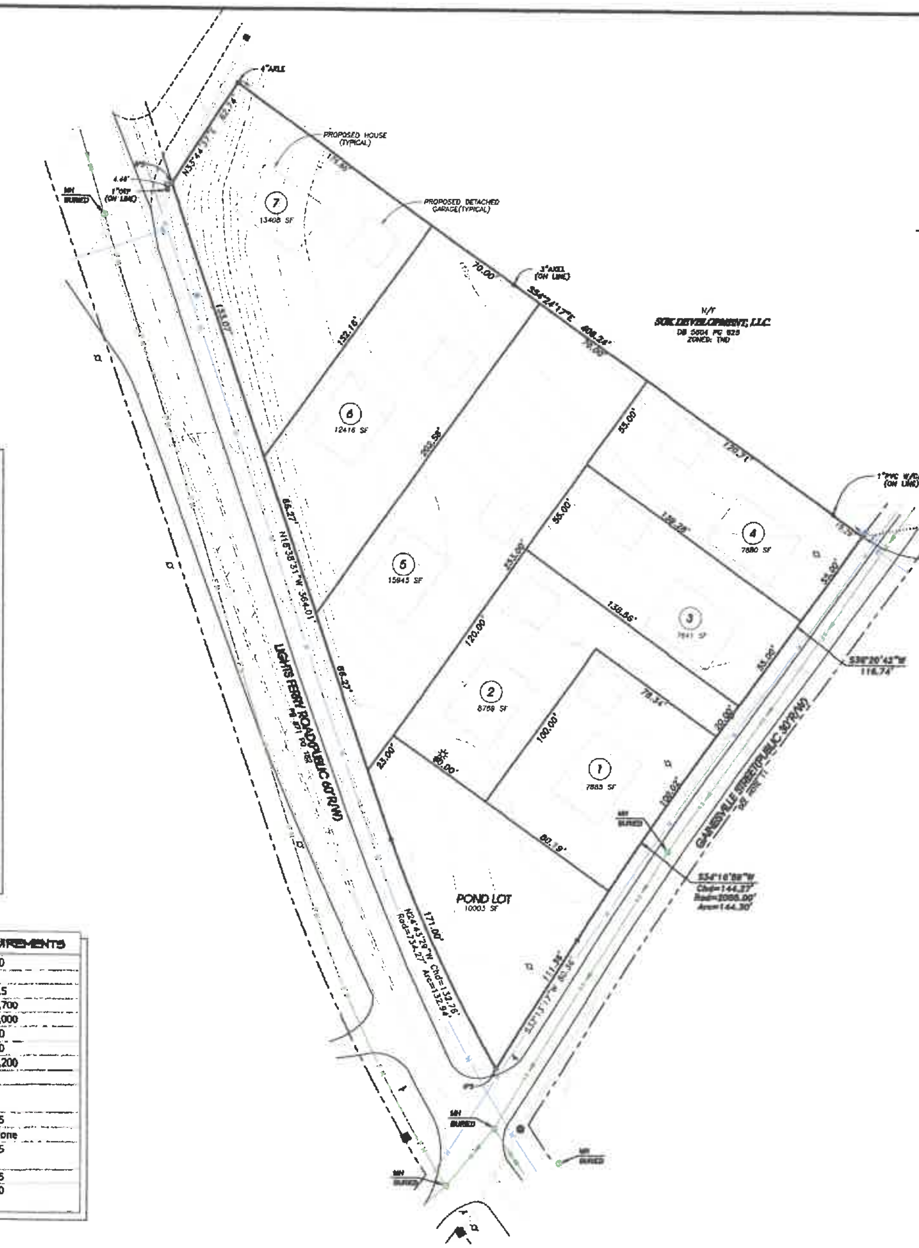
GRAPHIC SCALE 1"=30'

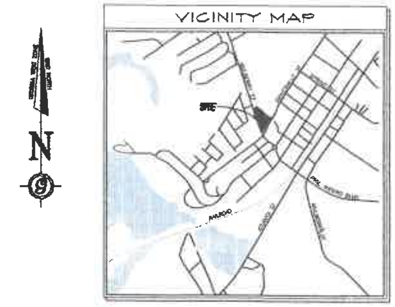
DRAWING DATE: 11/29/2021 | LAST FIELD WORK: 11/29/2021
MANAGER: BLD | CAD: BV | CREW CHIEF: JNF
JOB NUMBER: HAL-10-1

REVISIONS:

SHEET 1 OF 1

RECORDING INFORMATION





LEGEND

ABBREVIATIONS

- AI - ANGLE IRON
- BL - BUILDING SETBACK LINE
- BM - BENCHMARK
- BWF - BARB WIRE FENCE
- CI - CURB INLET
- CO - CLEANOUT
- C&G - CURB & GUTTER
- CL - CENTERLINE
- CLF - CHAIN LINK FENCE
- CMF - CONCRETE MONUMENT FOUND
- CMP - CORRUGATED METAL PIPE
- CONC - CONCRETE
- CTP - CRIMP TOP PIPE
- D - DEPTH
- DB - DEED BOOK
- DE - DRAINAGE EASEMENT
- DIP - DUCTILE IRON PIPE
- DIST - DISTURBED
- DWCB - DOUBLE WING CATCH BASIN
- E - EAST
- EA - EDGE OF ASPHALT
- EC - EDGE OF CONCRETE
- EG - EDGE OF GRAVEL
- FFE - FINISHED FLOOR ELEVATION
- FH - FIRE HYDRANT
- -G- - UNDERGROUND GAS LINE
- GM - GAS METER
- GW - GUY WIRE
- HWF - HOG WIRE FENCE
- IPS - IRON PIN SET
- JB - JUNCTION BOX
- LLL - LAND LOT LINE
- N - NORTH
- N/F - NOW OR FORMERLY
- OTP - OPEN TOP PIPE
- PB - PLAT BOOK
- PBX - POWER BOX
- PG - PAGE
- PKN - SURVEY NAIL (PARKER-KALON)
- PL - PROPERTY LINE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PVC - POLYVINYL CHLORIDE PIPE
- RB - REBAR
- RCP - REINFORCED CONCRETE PIPE
- REC - RECORDED
- R/W - RIGHT-OF-WAY
- S - SOUTH
- SR - SOLID STEEL ROD
- SSE - SANITARY SEWER EASEMENT
- W - WEST
- -W- - WATER LINE

SYMBOLS

- IRON PIN FOUND
- CONCRETE MONUMENT FOUND
- ROCK FOUND
- IRON PIN SET
- COMPUTED POINT (NOT SET)
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- UTILITY POLE
- GUY WIRE
- GUY POLE
- LIGHT POLE
- POWER BOX

LINETYPES

- WIRE FENCE
- WOODEN FENCE
- CHAIN LINK FENCE
- IRON FENCE
- ROAD CENTERLINE
- RIGHT-OF-WAY LINE
- STREAM CENTERLINE
- OVERHEAD UTILITY LINE
- WETLANDS
- STORM PIPE
- GUARD RAIL
- EDGE OF WOODS

TRADITIONAL NEIGHBORHOOD DEVELOPMENT REQUIREMENTS

num height (feet)	30
num height (number of stories)	3
num density (units per acre)	6.5
num lot size for detached single-family dwelling (square feet)	6,700
num lot size for other uses (square feet)	5,000
num lot width (feet)	40
num lot depth (feet)	80
num heated floor area per dwelling unit (square feet)	1,200
num front yard setback from lot line (feet)	0
num side setback, interior lot line or corner lot, all principal buildings	5
num rear setback, all principal buildings (feet)	25
setback for an accessory building when abutting an alley	None
num landscape strip required along right-of-ways for any esidential use if permitted (width in feet)	15
num coverage of impervious surface (percent of lot)	45
num landscaped open space, all principal uses except detached, single-y residential lots and townhomes (percent)	20

NOTES

1) THE PURPOSE OF THIS PLAT IS TO DEPICT ALL OF THE LAND CONVEYED TO LIGHTS FERRY PARTNERS, LLC BY CREATIVE CAPITOL ACQUISITIONS, LLC VIA DB 8868 PG 794, DATED 10/12/2021 AND TO SHOW A PROPOSED SUBDIVISION LAYOUT.

2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO WARRANTY IS EXPRESSED OR IMPLIED WITH RESPECT TO THE QUALITY OF TITLE. EXCEPTION IS MADE AS TO ANY EASEMENTS OR OTHER RESTRICTIONS TO TITLE NOT SHOWN HEREON.

3) THE BASIS OF BEARING FOR THIS PLAT IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE GROUND (NOT GRID) DISTANCES. THE VERTICAL DATUM IS NAVD 88.

4) ALL IRON PINS SET(IPS) ARE 1/2" REBAR UNLESS OTHERWISE NOTED. ALL OTHER MONUMENTATION CALLED FOR HEREON WAS FOUND IN PLACE.

5) THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE VISIBLE AT THE TIME OF FIELDWORK, AND/OR AVAILABLE MAPS OR PLATS, AND ARE SHOWN AS ACCURATELY AS POSSIBLE FOR REFERENCE ONLY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY OF UTILITY LOCATIONS, WHICH SHOULD BE INDEPENDENTLY VERIFIED.

6) NO PORTION OF THE PROPERTY DEPICTED HEREON LIES WITHIN A FLOOD HAZARD ZONE PER FEMA FIRM MAP NUMBER 13139C0281G, EFFECTIVE DATE 04/04/2018.

7) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.03 FEET + 50 PPM FOR THE SUBJECT PROPERTY CORNER MONUMENTS AND WAS ADJUSTED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A LEICA TS12 ROBOTIC TOTAL STATION.

8) THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 561,092 FEET.

9) THIS SURVEY DOES NOT REPRESENT A THOROUGH INSPECTION OF THE INTERIOR OF THE PROPERTY SHOWN HEREON. IMPROVEMENTS, WETLANDS, DUMP SITES AND OTHER SIGNIFICANT FEATURES NOT SHOWN HEREON MAY EXIST.

10) A LEICA GPS (GS14) DUAL FREQUENCY RTK SYSTEM WAS USED IN THE COLLECTION OF TOPOGRAPHIC/ PLANIMETRIC DATA FOR THIS SURVEY. RELATIVE POSITIONAL TOLERANCE FOR TOPOGRAPHIC/PLANIMETRIC FEATURES IS 0.10'. RELATIVE POSITIONAL TOLERANCE WAS CALCULATED AT 95% CONFIDENCE LEVEL BASED ON 2-SIGMA STATISTICAL VALUE OF OBSERVATION RESIDUALS.

11) NO CONVEYANCE OF RIGHT-OF-WAY COULD BE FOUND IN THE DEED RECORDS FOR GAINESVILLE STREET, NOR DID THE HALL COUNTY ROAD DEPARTMENT HAVE ANY SUCH RECORDS ON FILE. IN THE ABSENCE OF AN EXPLICIT CONVEYANCE, FEE SIMPLE TITLE EXTENDS TO THE CENTER OF THE ROAD. A PRESCRIPTIVE RIGHT-OF-WAY EASEMENT TO THE PUBLIC IS PRESUMED TO EXTEND 15 FEET FROM THE CENTERLINE OF THE ROAD PER GA CODE OF 1933 SECTION 95-103.

GENUINE MAPPING & DESIGN
P.O. BOX 831, JEFFERSON, GA 30549
PHONE: (678) 717-4831
BDERUP@GENUINEMAPPING.COM

PRELIMINARY SUBDIVISION PLAT
OF
5908 LIGHTS FERRY ROAD
FOR
LIGHTS FERRY PARTNERS, LLC.

LOCATED IN
LAND LOT 112, 10TH DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA

GEORGIA PROFESSIONAL LAND SURVEYOR No. 3148 BENJAMIN L. DRERUP

GRAPHIC SCALE 1"=30'
0' 30' 60' 90'

REVISIONS

DRAWING DATE: 12/22/2021 | LAST FIELD WORK: 11/26/2021
MANAGER: BLD | CAD: BV | CREW CHIEF: JHF
JOB NUMBER: HAL-10-1 | FILE: 5908LightsFerry BDRY.pro

SHEET 1 OF 1

Sec. 34.7. - Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the Governing Body in the decision-making process.

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

a. Yes, this proposal will be suitable to adjacent and nearby property. The goal is for this complement existing and newly constructed houses in the Downtown Flowery Branch area.

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.

a. No, currently the property is blighted, vacant and potentially hazardous. Our proposal would bring the property up to par with the surrounding properties.

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.

a. Yes, the property could be used under the existing zoning. We do not believe that it has a reasonable economic use as currently zoned.

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

a. No

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.

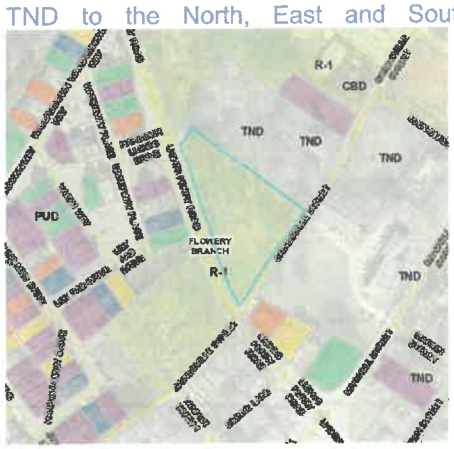
a. The proposal conforms to the comprehensive plan, the character area map and the future land use plan map. The current zoning of the property does not conform to any of those plans/maps.

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

a. No

(g) Existing use(s) and zoning of the subject property and nearby properties.

a. TND to the North, East and South. PUD to the West. R1 to the South.



(h) **Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.**

   a. The value cannot be discerned. However, the structures have been vacant for a number of years.

(i) **Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.**

   a. The proposed zoning map amendment will not be a deterrent to the value or improvement of development to the adjacent properties. The property would conform and create consistency with the surrounding properties and coincide with other similar developments in the downtown area.

(j) **The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.**

   a. The property is currently surrounded by the proposed zoning of TND.

(k) **Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.**

   a. The proposed zoning will reinforce the character of the zoning district and character area

(l) **The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.**

   a. The proposed development will not have a negative impact on the environment.

(m) **The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.**

   a. The overall zoning scheme and Zoning Ordinance protects the value and use of property and those that of surrounding property. It also can provide a guide for the future land use and the vision the City has for a particular area. This proposal will protect and appreciate the value of nearby property while following the vision that the city has for this particular district.

(Ord. No. 348-18, § 1 (Exh. A), 9-6-2018)

12/28/2021

5908 Lights Ferry Rd

Detailed description of request:

We are requesting a zoning map amendment for our property from R1 to TND. Our goal is to build a similar single family product as what is currently being built in the surrounding area. Our request will create seven new single family lots on 1.92 acres of land. Each lot will have one single family residence with a detached garage. The approximate square footage of each house will be 3,000 square feet.

The reason for requesting this zoning is for the continuation of the redevelopment already occurring in the downtown area. The current use and zoning district does not conform to the City's future land use and character map.

Adjoining Property Owners:

North:

SGK Development LLC
PO Box 846
Carnesville, Ga 30521

Other sides of property are City ROW

Authorization to Inspect Property

Lights Ferry Partners, LLC hereby authorizes the City of Flowery Branch staff and/or City Council to inspect the property located at 5908 Lights Ferry Rd in Flowery Branch, Ga for the purpose of a requested zoning map amendment.

______________________________, CEO

Member

5908 Lights Ferry Rd

Proposed Finish and Housing Style Examples

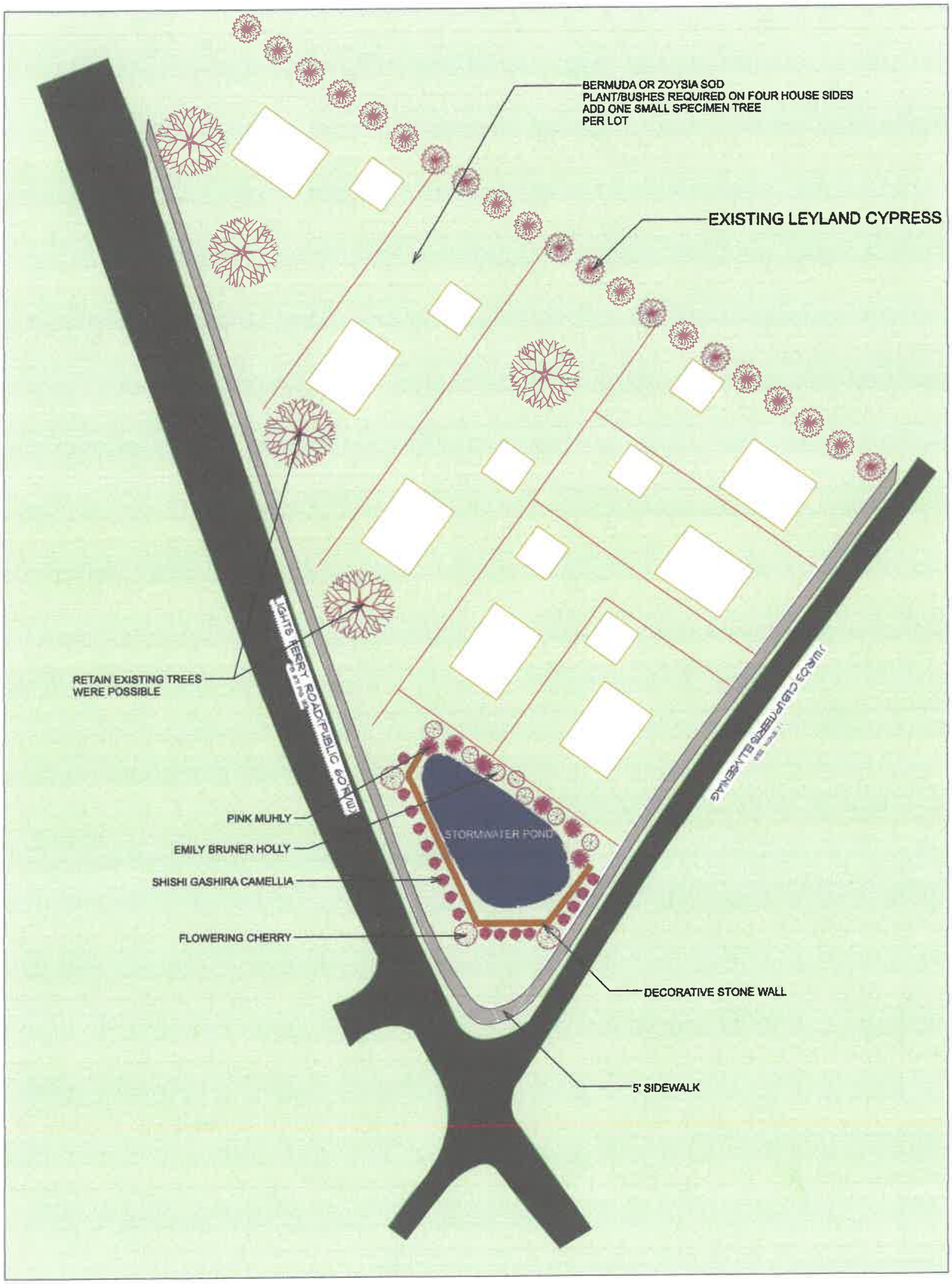
Exterior Features:

- Brick or Stone Water Table and Accents
- Wooden Timber or Decorative Columns
- 5" Reveal on any lap siding
- Large Porches with Metal Roofs
- Detached Garages
- Predominately Gabled Roofs
- Greater than 8/12 Roof Pitches
- Exterior Fireplaces
- Cohesive fencing around yards






5908 LIGHTS FERRY LANDSCAPE PROPOSAL FOR ZONING MAP AMENDEMENT
ASSUMES REQUIREMENT FOR STORMWATER POND AND OTHER ROW REQUIREMENTS



Flowery Branch

REZONING ADDITIONAL INFORMATION REQUIREMENT

Date: 01-11-2022

Address of Request:
5908 Lights Ferry Road

Tax Map # 08112 027019 Current Zoning: R1

Please submit an analysis of the proposed project including:

SEE PAGE 4 AND 5 FOR ANALYSIS

1. Value of improvements upon complete build out.
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased).
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased).
4. Anticipated total square footage (heated) to be built in the requested number of units.
5. Total acreage developed with units.
6. Total acreage for right of way and roads.
7. Total acreage of open space/common area (include plan for maintenance of open space/common area).
8. Acreage required for buffer and watershed protection.
   - Does the buffer comply with the current City ordinance?
   - Do individual property lines for lots extend into the buffer?
   - Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose?

Flowery Branch

9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail)
10. Please identify all amenities and total number of acres they incorporate by complete description.
11. Number of street lights and separation table as proposed on your site plan.
12. Will Technology Development be included in this development?
13. List the total linear feet and cubic yards for sidewalks.
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans?
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues?
16. Does the proposal provide for utilization of "reuse" water? Is this depicted on the plans? Do the plans provide for storage of "reuse" water?
17. What is the total capacity for daily Wastewater Management?
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development?
19. Has a slope and grade study been done on this development? Does the study reflect density placement?
20. Please identify what public safety needs are being considered for the project?
21. Has the Hall County School System been notified of the proposed density for this project?
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development.

Flowery Branch

23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at www.flowerybanchga.org

CITY STAFF ONLY

Permit Issued By: ______________________________

Date: ____________ Total Fee: ______________________________

12/28/2021

<u>REZONING ADDITIONAL INFORMATION REQUIREMENT</u>

5908 Lights Ferry Rd
Flowery Branch, Ga 30542

1. **Value of improvements upon complete build out**
    a. **There will be 7 single family detached houses each valued at approximately $650,000. Total value of all improvements is estimated at $4,550,000.**
2. **Property tax valuation based upon existing millage rate**
    a. **Existing millage rate for the City is 3.264**
    b. **Existing millage rate for the County is 27.24**
    c. **Calculated at 40% of value, City property taxes would be estimated at $5,940.48**
    d. **Calculated at 40% of value, County property taxes would be estimated at $49,576.80**
3. **Schedule of the total build out**
    a.

	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12	MONTH 13	MONTH 14	MONTH 15	MONTH 16
EROSION CONTROL AND STABILIZATION																
DEMOLITION																
GRADING																
STORMWATER INFRASTRUCTURE																
SEWER INFRASTRUCTURE																
POWER INFRASTRUCTURE																
ROW IMPROVEMENTS																
HOUSE CONSTRUCTION																

4. **Anticipated total heated square footage to be built in the requested number of units**
    a. **Average housing unit will have 3000 heated square feet**
    b. **Total square footage of all units will be approximately 21,000 square feet**
5. **Total acreage developed with units**
    a. **1.923 Acres**
6. **Total acreage for right of way and roads**
    a. **0**
7. **Total acreage of open space/common area**
    a. **0**
8. **Acreage required for buffer and watershed protection**
    a. **Does the buffer comply with current City ordinance?**
        i. **There are no proposed buffers**
    b. **Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose?**
        i. **There is an area that is proposed as a "Pond Lot". This lot has been set aside to potentially handle the water quantity and quality requirements set forth in the City Development Code and may ultimately serve the surrounding community. This parcel could be managed by covenants placed on the new lots or dedicated and then managed by the City. We would like clarification on this.**
9. **Does your proposal consider Multi Transportation alternatives?**
    a. **No**

10. **Please identify all amenities and total number of acres they incorporate by complete description.**
    a. **No amenities**
11. **Number of street lights and separation table as proposed on your site plan**
    a. **We have no plans for street lights**
12. **Will Technology Development be included in the development?**
    a. **No**
13. **List the total linear feet and cubic yards for sidewalks**
    a. **Approximately 840 linear feet of sidewalks**
14. **Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans?**
    a. **A portion of the Development has been set aside for storm water controls. A full hydrology report and engineered drawings will be needed to determine all appropriate controls.**
15. **Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues?**
    a. **No, we do not believe this projects meets the threshold to warrant a traffic study**
16. **Does the proposal provide for utilization of "reuse" water?**
    a. **No**
17. **What is the total capacity for daily Wastewater Management?**
    a. **Unknown**
18. **What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development?**
    a. **Unknown**
    b. **All water fixtures will comply with Federal, State and Local ordinances**
19. **Has a slope and grade study been done on this development? Does the study reflect density placement?**
    a. **No**
20. **Please identify what public safety needs are being considered for the project?**
    a. **None**
21. **Has the Hall County School System been notified of the proposed density for this project?**
    a. **No**
22. **Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development**
    a. **Private covenants will only be filed if necessary. Architectural guidelines will be follow all City Ordinances**

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Second Reading for Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
Per the executed employment agreement with the new city manager, the city must provide eligibility for immediate vesting in the Defined Benefit Plan. Because of this requirement, an amendment to our plan documents is needed.

GMEBS attorneys have prepared the attached amendment for review and approval. Once executed by our Mayor and Council, GMEBS will finalize the execution of the plan amendment for the effective date of March 3, 2022.

Per the cover letter attached, "The amendment to the Plan provides for immediate vesting for the city manager employed in such a position on March 3, 2022 (see p. 29). To give effect to this amendment, we have also drafted the Adoption Agreement to provide for normal retirement at age 65 with no service requirement for said city manager (see pp. 14-15)."

FACTS AND ISSUES:
The approval of Ordinance 661 - GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment, is required to abide by the executed City Manager employment agreement dated 11/15/2021.

OPTIONS:
1. Approve the GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment as presented.
2. Provide alternative amendments.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$3600 from contingency for the remaining of FY2022 (this adjustment request will be submitted with the city manager's quarterly adjustment)

RECOMMENDATION:
Approve Second Reading of Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment

SAMPLE MOTION:

I make a motion to approve the second reading of Ordinance 661 for GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment as presented.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Defined Benefit Plan Amendment - #2.pdf
- Flower Branch Cover Letter 1 20 22.pdf
- Flowery Branch AA 1 20 22.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Second Reading of Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment

DATE: January 25, 2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: March 3, 2022

PURPOSE: Consider Approval of Second Reading of Ordinance 661 for GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment.

HISTORY: Per the executed employment agreement with the new city manager, the city must provide eligibility for immediate vesting in the Defined Benefit Plan. Because of this requirement, an amendment to our plan documents is needed.

GMEBS attorneys have prepared the attached amendment for review and approval. Once executed by our Mayor and Council, GMEBS will finalize the execution of the plan amendment for the effective date of March 3, 2022.

Per the cover letter attached, "The amendment to the Plan provides for immediate vesting for the city manager employed in such a position on March 3, 2022 (see p. 29). To give effect to this amendment, we have also drafted the Adoption Agreement to provide for normal retirement at age 65 with no service requirement for said city manager (see pp. 14-15)."

FACTS AND ISSUES: The approval of Ordinance 661 - GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment, is required to abide by the executed City Manager employment agreement dated 11/15/2021.

OPTIONS:
1. Approve the GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment as presented.
2. Provide alternative amendments.

RECOMMENDED SAMPLE MOTION: I make a motion to approve the second reading of Ordinance 661 for GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment as presented.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

January 20, 2022

TRANSMITTED VIA E-MAIL
(alisha@flowerybranchga.org)

Ms. Alisha Gamble
Finance Officer
City of Flowery Branch
P.O. Box 757
Flowery Branch, GA 30542-0013

RE: City of Flowery Branch Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Provide for Normal Retirement at Age 65 with No Service Requirement and Immediate Vesting for City Manager

Dear Ms. Gamble:

Enclosed please find a draft amended Adoption Agreement for the City of Flowery Branch's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan provides for immediate vesting for the city manager employed in such position on March 3, 2022 (see p. 29). To give effect to this amendment, we have also drafted the Adoption Agreement to provide for normal retirement at age 65 with no service requirement for said city manager (see pp. 14-15).

The Adoption Agreement provides that the amendment will become effective on March 3, 2022. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

If the draft Adoption Agreement is accepted as drafted, please have the designated representatives sign and date the document and return it by email to Ms. Gina Gresham at rgresham@gacities.com.

We will then countersign the original and return the fully executed Adoption Agreement to you. Please note that GMEBS will not sign an Adoption Agreement that has been edited by the city. If changes are needed to the draft document, please let us know before approving the document.

Please feel free to contact me at 678-686-6236 or cdorsey@gacities.com if you have any questions.

Sincerely,

Caroline Dorsey

Caroline Dorsey
Associate General Counsel

Encl.

C: Mr. Ron Bennett, City Attorney, City of Flowery Branch (w/encl.)
Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
Ms. Gwin Hall, Senior Associate General Counsel

<u>GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM</u>

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

<u>City of Flowery Branch</u>

Ordinance #661

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

TABLE OF CONTENTS

PAGE

I. **AN ORDINANCE** #661

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Flowery Branch, 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 Flowery Branch, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Flowery Branch, 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 36

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 Flowery Branch, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 757, Flowery Branch, GA 30542-0013**
Phone: **(770) 967-6371**
Facsimile: **(770) 967-6481**

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: **P.O. Box 757, Flowery Branch, GA 30542-0013**
Phone: **(770) 967-6371**
Facsimile: **(770) 967-6481**

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:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Finance Director**
Address: **P.O. Box 757, Flowery Branch, GA 30542-0013**
Phone: **(770) 967-6371**
Facsimile: **(770) 967-6481**

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))**: **<u>This is an amendment to establish a Normal Retirement qualification of age 65 with no minimum Service requirement and immediate Vesting, both of which will apply only to the City Manager in such position on March 3, 2022 (see pp. 14-15 and 29).</u>**

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 **March 3, 2022** **(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 **February 20, 2020** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **November 1, 2014** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **November 1, 2014** **(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)**: **July1.**

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)**: ____.

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): ______________________________________.

(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)**: ____**.**

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))** : ____.

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: **40 hours/week** (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 **6** 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))**: **<u>Participants who were employed as of November 1, 2014, will be entitled to receive up to five (5) years of credit (at no cost to the Participant) for their Service with the City of Flowery Branch prior to November 1, 2014, which will be counted for all purposes under the Plan (i.e., meeting the minimum Service requirements for participation and Vesting under the Plan, meeting the minimum Service requirements for Retirement and death benefit eligibility under the Plan, and computing the amount of Retirement or death benefits under the Plan).</u>**

☐ 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))**: _______.

(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. <u>Prior Military Service</u>

<u>Note</u>: 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. <u>Prior Governmental Service</u>

<u>Note</u>: 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. <u>Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)</u>

(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.

<u>Important Note</u>: 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 ____ 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)**: **<u>The Eligible Regular Employee employed in the position of City Manager on March 3, 2022</u>**.

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

☒ Attainment of age **<u>65</u>** **(insert number)**

☐ Completion of _________ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, 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) <u>Elected or Appointed Members of Governing Authority</u>

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 _________ **(insert number)**

☐ Completion of _________ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, 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)**: ____.

<u>Exceptions</u>: 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 _________ **(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):_________________________________.

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 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))**: ____.

(3) ☐ **Rule of _______ (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 ______ **(insert number)**

☐ Must not satisfy any minimum age requirement

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, 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)**: _______________.

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))**: ____.

(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 <u>for Public Safety Employees Only</u>**.

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 (<u>i.e.</u>, 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)**: _____.

☐ (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) <u>Covered Compensation (complete only if Split Formula(s) is checked above):</u>

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) <u>Final Average Earnings</u>

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 **<u>36</u> (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) <u>Formula for Elected or Appointed Members of the Governing Authority</u>

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).

☐ $_________ **(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. <u>Monthly Early Retirement Benefit Amount</u>

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

Number of Years Before [Age ___ (Insert Normal Retirement Age)] (check as applicable)	**Percentage of Normal Retirement Benefit* (complete as applicable)**
☐ 0	1.000
☐ 1	0.___
☐ 2	0.___
☐ 3	0.___
☐ 4	0.___
☐ 5	0.___
☐ 6	0.___
☐ 7	0.___
☐ 8	0.___
☐ 9	0.___
☐ 10	0.___
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 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. <u>Cost Of Living Adjustment</u>

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)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%

9	%
10	%

<u>Exceptions</u>: 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)**: **<u>The Eligible Regular Employee employed in the position of the City Manager on March 3, 2022</u>.**

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))**: **<u>No Vesting schedule (immediate Vesting)</u>.**

B. <u>Elected or Appointed Members of the Governing Authority</u>

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. <u>In-Service Death Benefit</u>

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 ______ 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 (½) ☐ ___________ **(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.)**

<u>Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit</u>. 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) **<u>Exceptions</u>:** 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. <u>Terminated Vested Death Benefit</u>

(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) <u>Exceptions</u>: 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 _____ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named)**: ____________________.

[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.

<u>Section 2</u>. 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.

<u>Section 3</u>. The effective date of this Ordinance shall be March 3, 2022.

<u>Section 4</u>. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Flowery Branch, Georgia this _______ day of ____________________, 20_____.

Attest: CITY OF FLOWERY BRANCH, 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

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Termination of Leasing Agreement with Oakhurst Realty Partners, LLC

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
The leasing agreement was signed on October 12, 2020 for the Leasing Agent to lease 5318 Railroad Avenue (1,450 square feet), Flowery Branch, GA and the mixed-use development commercial property (5,892 square feet) on Main Street, Flowery Branch, GA.

FACTS AND ISSUES:
As of March 3, 2022 there are no leases on any of the ground floor commercial properties at the Main Street location, nor is there a lease on 5318 Railroad Avenue. Per the lease agreement, a 60-day written notice is required to terminate the lease agreement, and, "for a period of twelve (12) full calendar months thereafter, if Owner [City of Flowery Branch] leases any of the Property to a tenant which Owner became aware of due to Leasing Agent's efforts or that Owner brought to Leasing Agent to work on its behalf during the term of this Agreement, Owner shall recognize Leasing Agent as the procuring cause of such transaction and shall pay Leasing Agent a commission as outlined above."

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
N/A

RECOMMENDATION:
Approval

SAMPLE MOTION:
I recommend termination of the Leasing Agreement with Oakhurst Realty Partners, LLC and direct staff to provide written correspondence to Oakhurst Realty Partners, LLC of such.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Termination of Leasing Agreement Oakhurst.doc
- 2020_10_12_Signed Listing Agreement.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Termination of Leasing Agreement with Oakhurst Realty Partners, LLC.

DATE: March 3, 2022

BUDGET INFORMATION:
ANNUAL- No change
CAPITAL- No change

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: March 3, 2022

PURPOSE: Termination of Leasing Agreement with Oakhurst Realty Partners, LLC (Leasing Agent).

HISTORY: The leasing agreement was signed on October 12, 2020 for the Leasing Agent to lease 5318 Railroad Avenue (1,450 square feet), Flowery Branch, GA and the mixed-use development commercial property (5,892 square feet) on Main Street, Flowery Branch, GA.

FACTS AND ISSUES: As of March 3, 2022 there are no leases on any of the ground floor commercial properties at the Main Street location, nor is there a lease on 5318 Railroad Avenue. Per the lease agreement, a 60-day written notice is required to terminate the lease agreement, and, "for a period of twelve (12) full calendar months thereafter, if Owner [City of Flowery Branch] leases any of the Property to a tenant which Owner became aware of due to Leasing Agent's efforts or that Owner brought to Leasing Agent to work on its behalf during the term of this Agreement, Owner shall recognize Leasing Agent as the procuring cause of such transaction and shall pay Leasing Agent a commission as outlined above."

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I recommend termination of the Leasing Agreement with Oakhurst Realty Partners, LLC and direct staff to provide written correspondence to Oakhurst Realty Partners, LLC of such.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

LEASING AGREEMENT

THIS LEASING AGREEMENT (this "Agreement") is made and entered into this 12th day of October, 2020 by and between **OAKHURST REALTY PARTNERS, LLC**, a Georgia limited liability company ("Leasing Agent"), and **CITY OF FLOWERY BRANCH, a political body corporate and politic of the State of Georgia** ("Owner").

WITNESSETH

WHEREAS, Owner is the owner of an existing building at 5518 Railroad Avenue as illustrated in Exhibit "A" which is approximately 1,450 square feet and of a to be constructed ground floor retail condominium in a mixed-use development commercial property located at ___ Main Street, Flowery Branch, GA 30542 which will total approximately 5,892 square feet as further identified on Exhibit "A" attached hereto (the "Property"), and Owner desires to retain the services of Leasing Agent for the leasing of the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Owner hereby employs Leasing Agent exclusively to lease the Property, and Leasing Agent hereby agrees to lease the Property for and on behalf of Owner, for the term and on the conditions hereinafter set forth:

1. Term. The initial term of this Agreement shall expire one (1) year after the Property receives its certificate of occupancy. Thereafter, this Agreement shall automatically renew, for additional one (1) year periods, unless earlier terminated as hereinafter provided.

2. Property Leasing. Owner hereby retains Leasing Agent during the term of this Agreement as Owner's exclusive leasing agent in connection with the Property. Leasing Agent shall use commercially reasonable efforts to lease space at the Property to desirable tenants at the highest possible net effective rents. Leasing Agent shall perform its leasing responsibilities hereunder in accordance with commercially reasonable standards and practices. Without limiting the generality of the foregoing, Leasing Agent's responsibilities as leasing agent shall include the following:

(a) Conduct such advertising, marketing and promotion of the Property as is necessary for the successful leasing of the Property;

(b) Diligently investigate and pursue all prospective tenants and conduct such canvassing and other solicitations as are necessary in connection with the leasing of the Property;

(c) Direct and conduct lease negotiations; and

(d) Use all reasonable efforts to obtain and keep desirable tenants for the Property.

Owner shall reimburse Leasing Agent for all out-of-pocket expenses related to leasing the Property including without limitation, signage, costs of postage, telephone, mailings, presentations, reports, leasing plans, descriptive brochures and other forms of advertising related to leasing of the Property; all expenses must be approved by Owner before the expense is incurred.

3. Leasing Fees. In consideration of the leasing services to be rendered by Leasing Agent throughout the term of this Agreement, Leasing Agent shall receive leasing fees as follows:

(i) Fees:

a. Rate for *Direct New Lease or Expansion of an Existing Lease*: Four percent (4%) of the base rent payable by the tenant during the initial term of the lease or during any expansion period. Notwithstanding the forgoing, the minimum commission payable by Owner to Broker will equal $4.00 per square foot.

b. Rate for *Co-Brokered New Lease or Expansion of an Existing Lease*: Three percent (3%) of the base rent payable by the tenant during the initial term of the lease or during any expansion period, exclusive of outside broker commissions. Notwithstanding the forgoing, the minimum commission payable by Owner to Broker will equal $3.00 per square foot.

c. *Direct Renewal/Option Lease Rate:* Three percent (3%) of the base rent payable by the tenant during the renewal term of the lease.

d. *Co-brokered Renewal/Option Lease Rate:* Two percent (2%) of the base rent payable by the tenant during the renewal term of the lease, exclusive of outside broker commissions.

e. *Tenant Broker Commissions*: Owner shall be responsible for paying any tenant broker directly in addition to commissions paid to Leasing Agent hereunder.

(ii) Payment Schedule of Leasing Fees:

a. For new leases, fifty percent (50%) upon execution of lease and fifty percent (50%) upon the earlier of (i) the rent commencement or (ii) tenant opening for business.

b. For renewals, exercise of options or expansions of existing leases, full payment upon execution of documents by Owner.

(iii) Upon Expiration or Termination of Agreement

Owner hereby agrees that in the event that this Agreement is terminated by Owner as provided in Section 5 below or otherwise expires, then for a period of twelve (12) full calendar months thereafter, if Owner leases any of the Property to a tenant which Owner became aware of due to Leasing Agent's efforts or that Owner brought to Leasing Agent to work on its behalf during the term of this Agreement, Owner shall recognize Leasing Agent as the procuring cause of such transaction and shall pay Leasing Agent a commission as outlined above. This provision shall survive the termination or expiration of this Agreement.

4. Termination.

(a) Events of Termination. This Agreement may be terminated prior to the expiration date set forth in Section 1, above, on the following terms and conditions:

(i) Owner shall have the right to terminate this Agreement in the event that Leasing Agent fails to keep, observe or perform any covenant, agreement, term or provision of this Agreement, to be kept, observed, or performed by Leasing Agent, and such default continues for a period of ninety (90) days after written notice thereof by Owner to Leasing Agent;

(ii) In the event that the Property is sold to a party which is not affiliated with Owner, Owner shall have the right to terminate this Agreement with thirty (30) days prior written notice to Leasing Agent; and

(iii) After the initial term of this Agreement, either party may terminate this Agreement for any reason by providing at least sixty (60) days written notice to the other party.

(b) Obligations Upon Termination. Upon the expiration or termination of this Agreement, Leasing Agent shall deliver to Owner all keys and any original contracts relating to the Property, and such other accountings, papers and records as Owner shall request pertaining to the Property;

5. Relationship of Parties. The parties do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms upon which Leasing Agent shall lease the Property for and on behalf of Owner.

6. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity and enforcement of this Agreement.

7. Notice. All notices, demands, requests, or other communications required or permitted hereunder shall be deemed delivered and received, when personally delivered or when deposited in the United States Mail (certified or registered, return receipt requested, postage prepaid) or delivered by courier or overnight delivery and addressed to the respective parties at the address specified below, or at such other address as they shall each specify in a notice addressed and mailed as hereinabove set forth:

To Owner:

City of Flowery Branch
Attention: Bill Andrew
5410 W. Pine Street
Flowery Branch, GA 30542
Email: bill@flowerybranchga.org

To Broker:

Oakhurst Realty Partners, LLC
Attention: A. Barton Lester
3016 N. Decatur Road
Scottdale, Georgia 30079
Email: blester@oakrep.com

Rejection or failure to claim delivery of any such notices, requests, consents and other communications hereunder, or any refusal to accept any such notices, requests, consents and other communications hereunder, or the inability to deliver any such notices, requests, consents and other communications hereunder because of changed address of which no notice was given, shall be deemed to be receipt of the notice, request, consent and other communication hereunder, sent as of the date of attempted delivery.

8. Entire Agreement. This document represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, representations and covenants, oral or written. Amendments to this Agreement must be in writing and signed by all parties hereto.

9. Time of the Essence. Time is of the essence of this Agreement.

10. Authority. By execution hereof, each party hereto represents that it has the right, power and authority to enter into this Agreement in accordance with the terms and conditions hereof, and the person executing this Agreement on behalf of each party hereto represents that he has the right, power and authority to enter into this Agreement on behalf of such party and that this Agreement is binding upon and effective against such party.

11. Save Harmless. Owner and Leasing Agent agree that Leasing Agent shall have no control over the operation or maintenance of the property and facilities located thereon and Leasing Agent shall not be held liable or responsible for any claims except for those resulting from a breach of this contract or the gross negligence or willful misconduct of Leasing Agent. Owner shall not be held liable or responsible with respect to any loss, damage, cost, expense, liability or claims resulting from the gross negligence or willful misconduct of Leasing Agent. It is expressly understood and agreed that the foregoing provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement. If either party hereto is a partnership, trust, corporation or limited liability company, no general or limited partner of such partnership nor trustee or beneficiary of any trust nor shareholder of any corporation, nor member or Leasing Agent of any limited liability company, shall be personally liable to any other party.

12. Hazardous Material. Owner shall defend, indemnify and hold harmless Leasing Agent from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or assert against, Leasing Agent for, with respect to, or as a direct emission or release from, the Property into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (defined below) which exists on, under or at the Property at any time during the term of

this Agreement, and from time to time, (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Statutes); and the foregoing provisions of the undertakings and indemnification set out shall survive the termination of this Agreement. For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, the "Statutes"), or any other hazardous, toxic or dangerous waste, substance or material.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but in the event any such provision should be held invalid or unenforceable, the remaining provisions hereof shall be not be affected thereby.

[Signatures contained on following page]

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the day and year first above written.

LEASING AGENT:

OAKHURST REALTY PARTNERS LLC,
a Georgia limited liability company

By: ____________________________

Name: A. Barton Lester

Title: Qualifying Broker

Georgia Firm # H-60748

OWNER:

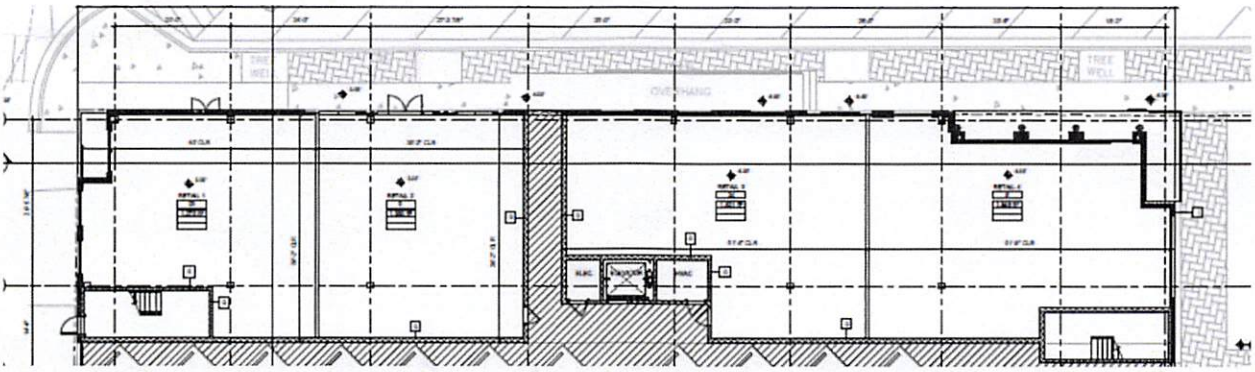
CITY OF FLOWERY BRANCH,
a political body corporate and politic of the State of Georgia

By: ____________________________

Name: James Miller

Title: Mayor

Exhibit "A"



5318 Railroad Avenue, Flowery Branch, Georgia, being approximately 1450 square feet.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant Interim Improvements Project in the amount of $869,900

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
With the growth in population, there has also been growth in the amount of wastewater being treated. The current plant is reaching capacity and a plant expansion is being designed. The expansion project for the wastewater treatment plant invitation to bids is scheduled be let in April, 2022. Until the expansion project is completed, an interim improvement is needed to increase residence time for wastewater at the plant. This interim improvement project project will bring existing idled tanks on the plant site into use to increase residence time to improve ammonia treatment residence time.

FACTS AND ISSUES:
The city contracted with Black and Veatch to design interim improvements to the plant to increase wastewater treatment residence time and handle more capacity. This project and bid results are the results of that effort.

This project is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, project costs will be paid with grant funding through the American Rescue Plan Act of 2021.

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$869,900 American Rescue Plan Act of 2021 funding

RECOMMENDATION:
Approve Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant Interim Improvements Project in the amount of $869,900

SAMPLE MOTION:
I make a motion to approve Resolution 22-003, awarding the wastewater treatment plant interim improvement project contract to Archer Western in the amount of $869,900, authorizing the City Manager to sign the contract subject to approval by the city attorney, and and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Resolution 22-003 Executive Summary - WWTP Interim Project Award.pdf
- 22-003 Award of Contract to Archer Western.pdf
- FB WWTP Interim Improvements - Award Recommendation.pdf
- Arther Western - Form of Agreement.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Approval of Resolution 22-003: Wastewater Treatment Plant Interim Project Award

DATE: 2/24/2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $869,900

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: Awarding a contract to Archer Western for interim improvements to the wastewater treatment plant.

PURPOSE: Upgrade the wastewater treatment plant to handle more wastewater and improve ammonia treatment residence time.

HISTORY: With the growth in population, there has also been growth in the amount of wastewater being treated. The current plant is reaching capacity and a plant expansion is being designed. The expansion project for the wastewater treatment plant invitation to bid is scheduled be let in April, 2022. Until the expansion project is completed, an interim improvement is needed to increase residence time for wastewater at the plant. This interim improvement project will bring existing idled tanks on the plant site into use to increase residence time to improve ammonia treatment residence time.

FACTS AND ISSUES: The city contracted with Black and Veatch to design interim improvements to the plant to increase wastewater treatment residence time and handle more capacity. This project and bid results are the results of that effort.

This project is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, project costs will be paid with grant funding through the American Rescue Plan Act of 2021.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 22-003, awarding the wastewater treatment plant interim improvement project contract to Archer Western in the amount of $869,900, authorizing the City Manager to sign the contract subject to approval by the city attorney, and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

DEPARTMENT: Administration and Wastewater

PREPARED BY: City Manager

RESOLUTION 22-003

AWARD OF CONTRACT TO ARCHER WESTERN FOR THE WASTEWATER TREATMENT PLANT INTERIM IMPROVEMENTS PROJECT

WHEREAS, the City of Flowery Branch owns and operates a water and wastewater system which includes a Wastewater Treatment Plant; and

WHEREAS, the Wastewater Treatment Plant is in need of interim improvements until the plant expansion project is complete; and

WHEREAS, the City of Flowery Branch received four qualified bids ranging from $1,049,900 to $2,029,117, with Archer Western qualifying as the preferred low bidder; and

WHEREAS, the City has the option to deduct Alternate B $180,000 from the Arther Western's bid for the monthly lease of blowers; and

WHEREAS, the total expenditure for this contract shall not exceed $869,900 which includes a contingency of $100,000; and

WHEREAS, that said expenditure shall be from Fund 230 – American Rescue Plan Act of 2021 as a qualified expense of the Clean Water State Revolving Fund (CWSRF).

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch to authorize the award of a contract to Archer Western in the amount of $869,900, and authorize the City Manager to sign the contract subject to the approval of the City Attorney.

BE IT FURTHERMORE RESOLVED that this budget amendment is hereby adopted.

SO RESOLVED this 3rd day of March 2022.

Attest: ______________________________
Edward R. Asbridge, Mayor

____
Shelia R. Cooper, City Clerk

Approved as to form:

____
E. Ronald Bennett, Jr., City Attorney

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

February 22, 2022

Ms. Tonya Parrish, City Manager
City of Flowery Branch, GA
5410 West Pine Street
Flowery Branch, GA 30452

VIA EMAIL

RE: Flowery Branch WWTP – Interim Improvements
Award Recommendation Letter

Dear Ms. Parrish:

On February 17, 2022, the city received and opened the bids for the Wastewater Treatment Plant Interim Improvements project. The results are as follows:

No.	Contractor Name	Base Bid	Deductive Alt A	Deductive Alt B
1	IHC Construction Company	$ 1,417,000.00	$ 1,900.00	$ 6,200.00
2	WWIS, LLC	$ 2,029,117.15	$ -	$ -
3	Southern Champion Construction, Inc.	$ 1,347,055.00	$ 25,000.00	$ 160,000.00
4	Archer Western	$ 1,049,900.00	$ 3,400.00	$ 180,000.00

Archer Western is the low bidder. They have experience constructing wastewater treatment plant projects, including projects for the Cities of Cartersville and Cumming, Cobb County-Marietta Water Authority, and Fulton County DPW.

The base bid includes all work shown in the contract documents, while the deductive alternates, if accepted, reduce the base bid. Deductive alternate A deals with the installation of rented blower equipment, while deductive alternate B is the cost of blower rental over a 24-month period[1].

The city can rent the blowers directly from the vendor at a price of $2,900 per month per blower, or a total of $139,200 over 24 months. Accepting deductive alternate B would bring the contract price to $869,900 and save the city $40,800. We recommend rejecting deductive alternate A, as we think it best to have only one contractor active on a construction site to prevent conflicts.

[1] The bid from IHC Construction expressed Deductive Alternate B in monthly terms. Archer Western and Southern Champion Construction's are lump sum values.

3011 Sutton Gate Dr.
Suite 130
Suwanee, GA 30024
770.831.9000 TEL
CPLTeam.com

Accordingly, we recommend the city award Archer Western the contract and accept deductive alternate B, which brings the contract price to $869,900. Further, we recommend the city council authorize staff to rent blowers directly from the blower vendor in an amount not to exceed $2,900 per month.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

DocuSigned by:
DA066B7A3BD341A...

Rich Edinger, P.E.
Vice President

cc: file

Section 00 52 13

AGREEMENT

This Agreement is by and between **City of Flowery Branch** (“Owner”) and ____ (“Contractor”).

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

2.01. The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

This project consists of interim improvements at the Flowery Branch WRF to maximize capacity at the plant pending installation of a new facility.

ARTICLE 2 – WORK.

2.01. Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 3 – ENGINEER.

3.01. The Project improvements have been designed by Black & Veatch Corporation, 6 Concourse Parkway, Suite 1600, Atlanta, GA 30328, who is referred to in the Contract Documents as Engineer. Engineer is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02. Contract Times.

A. The Contract Times shall be as indicated in Contractor's Bid. The Work shall be substantially completed within the number of days indicated in the Contractor's Bid after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of days indicated in Contractor's Bid after the date when the Contract Times commence to run.

4.03. Liquidated Damages.

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the following amounts for each day that expires after such time until the Work is completed and ready for final payment.

Item	Liquidated Damages, Per day
Substantial Completion of the Work	$_ _ _ _**400** _ _ _ _ _ _ _ _ _
Completion of all Work	$_ _ _ _**200**_ _ _ _ _ __ _ _ _

A. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

B. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

ARTICLE 5 – CONTRACT PRICE.

5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount tabulated as follows:

Lump Sum Evaluated Base Bid Price	$_______________
Alternate A (deduct)	*$_______________*
Alternate B (deduct)	*$_______________*
Contingency Allowance	***$ 100,000***

Total Contract Price: ___________________________ ($____________)
(words) ***(figures)***

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02. Progress Payments; Retainage.

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in Division 1, General Requirements.

B. Prior to Substantial Completion, Owner will retain from progress payments, less the aggregate of payments previously made and less such amounts as Engineer shall determine or Owner may withhold in accordance with Paragraph 15.01.C of the General Conditions, an amount equal to the following percentages:

1. Until the Work is 50 percent completed, retainage will be 10 percent of Work completed.

2. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage on account of Work subsequently completed.

3. Retainage will be 10 percent of the cost of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01.B.1 of the General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

4. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

5. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

6. Consent of the Surety shall be obtained before any retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

6.03. Final Payment.

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

ARTICLE 7 – INTEREST - Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

8.01. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) safety precautions and programs incident thereto.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

A. The Contract Documents consist of the following:

1. This Agreement

2. Bonds:

    a. Performance bond

    b. Payment bond

3. General Conditions

4. Supplementary Conditions

5. Specifications as listed in the table of contents.

6. Drawings (not attached but incorporated by reference) consisting of **14** sheets, with each sheet bearing the following general title:

7. Addenda

8. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid.

    b. Notice to Proceed.

9. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

    a. Work Change Directives.

    b. Change Orders.

    c. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02. Assignment of Contract.

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03. Successors and Assigns.

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on ______________________________ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
______________________________	______________________________
By:___________________________	By:___________________________
Title:_________________________	Title:_________________________ *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)*
Attest:________________________	Attest:________________________
Title:_________________________	Title:_________________________
Address for giving notices:	Address for giving notices:
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
Approved as to Form	***Contractor's License No.*** _____
______________________________	***Expiration Date***______________
______________________________ ***Attorney for Owner***	

End of Section

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Resolution 22-004: Declaration that an Emergency Exists and Approval of Wastewater Treatment Plant Interim Project – Blower Rental

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
Residence time for ammonia treatment has been falling. This project will bring existing idled tanks on the plant site into use to increase said residence time to improve ammonia treatment. As the plant treats more and more wastewater, and as temperatures rise in the Spring and Summer months, ammonia will be more of an issue. By installing more blowers, these issues will be minimized.

FACTS AND ISSUES:
The city contracted with Black and Veatch to design interim improvements to the plant to increase ammonia treatment residence time. Archer Western, the preferred low bidder for the construction of the interim improvements proposed a Deductive Alternate B for blower rental for 24 months of $180,000. Aerzen will rent blowers directly to the City for 24 months at a total cost of $139,200. Renting blowers directly from Aerzen will save the city $40,800 over having the contractor pay for the rental.

The blower rental is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, this expense will be paid with grant funding through the American Rescue Plan Act of 2021.

Per the city's purchasing policy this qualifies as an emergency purchase as there exists a threat to public health, safety or welfare or to the soundness and integrity of public property or the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time. The blowers were included as a part of this solicitation, but as stated above we are requesting a deduct so we can procure them separately as this will be more cost efficient. However, time is of the essence as blowers help take chemicals out of the wastewater as a part of the treatment process. One of the chemicals present is ammonia, and as the temperatures rise in the next few months, the density of the air will cause more of an issue which will cause a noticeable smell if the wastewater is not aerated with these blowers. The presence of too much ammonia will also cause permit violations with EPD. It is imperative that we get the blowers rented and installed as soon as possible.

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$139,200 total ($5,800 monthly over 24 months) - American Rescue Plan Act of 2021 Fund 230

RECOMMENDATION:
Approve authorization for staff to execute the necessary paperwork to rent blowers for improvements to the wastewater treatment plant.

SAMPLE MOTION:
I make a motion to approve Resolution 22-004, authorizing the City Manager to sign a rental agreement with Aerzen, subject to approval by the City Attorney, and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

COLLABORATING DEPARTMENT:
Water/Wastewater

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS
- Resolution 22-004 -Executive Summary - Rental of Blowers WWTP.pdf
- FB WWTP Interim Improvements - Award Recommendation.pdf
- 22-004 Declaration that an Emergency Exists and Approval of Wastewater Treatement Plant Interim Project - Blower Rental.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 22-004: Approval of Wastewater Treatment Plant Interim Project – Blower Rental

DATE: 2/24/2022

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $139,200

COUNCIL ACTION REQUESTED ON: Authorizing the City Manager to execute an emergency agreement to rent blowers for improvements to the wastewater treatment plant.

PURPOSE: By accepting Deductive Alternate B of the WWTP Interim Improvements Project bid proposal from Archer Western, the City can save $40,800 on renting the necessary blower equipment for use in the project immediately.

HISTORY: Residence time for ammonia treatment has been falling. This project will bring existing idled tanks on the plant site into use to increase said residence time to improve ammonia treatment. As the plant treats more and more wastewater, and as temperatures rise in the Spring and Summer months, ammonia will be more of an issue. By installing more blowers, these issues will be minimized.

FACTS AND ISSUES: The city contracted with Black and Veatch to design interim improvements to the plant to increase ammonia treatment residence time. Archer Western, the preferred low bidder for the construction of the interim improvements proposed a Deductive Alternate B for blower rental for 24 months of $180,000. Aerzen will rent blowers directly to the City for 24 months at a total cost of $139,200. Renting blowers directly from Aerzen will save the city $40,800 over having the contractor pay for the rental.

The blower rental is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, this expense will be paid with grant funding through the American Rescue Plan Act of 2021.

Per the city's purchasing policy this qualifies as an emergency purchase as there exists a threat to public health, safety or welfare or to the soundness and integrity of public property or the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time. The blowers were included as a part of this solicitation, but as stated above we are requesting a deduct so we can procure them separately as this will be more cost efficient. However, time is of the essence as blowers help take chemicals out of the wastewater as a part of the treatment process. One of the chemicals present is ammonia, and as the temperatures rise in the next few months, the density of the air will cause more of an issue which will cause a noticeable smell if the wastewater is not aerated with these blowers. The presence of too much ammonia will also cause permit violations with EPD. It is imperative that we get the blowers rented and installed as soon as possible.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 22-004, authorizing the City Manager to sign an emergency rental agreement with Aerzen, subject to approval by the City Attorney, and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

DEPARTMENT: Administration and Wastewater

Prepared by: City Manager

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

February 22, 2022

Ms. Tonya Parrish, City Manager
City of Flowery Branch, GA
5410 West Pine Street
Flowery Branch, GA 30452

VIA EMAIL

RE: Flowery Branch WWTP – Interim Improvements
Award Recommendation Letter

Dear Ms. Parrish:

On February 17, 2022, the city received and opened the bids for the Wastewater Treatment Plant Interim Improvements project. The results are as follows:

No.	Contractor Name	Base Bid	Deductive Alt A	Deductive Alt B
1	IHC Construction Company	$ 1,417,000.00	$ 1,900.00	$ 6,200.00
2	WWIS, LLC	$ 2,029,117.15	$ -	$ -
3	Southern Champion Construction, Inc.	$ 1,347,055.00	$ 25,000.00	$ 160,000.00
4	Archer Western	$ 1,049,900.00	$ 3,400.00	$ 180,000.00

Archer Western is the low bidder. They have experience constructing wastewater treatment plant projects, including projects for the Cities of Cartersville and Cumming, Cobb County-Marietta Water Authority, and Fulton County DPW.

The base bid includes all work shown in the contract documents, while the deductive alternates, if accepted, reduce the base bid. Deductive alternate A deals with the installation of rented blower equipment, while deductive alternate B is the cost of blower rental over a 24-month period[1].

The city can rent the blowers directly from the vendor at a price of $2,900 per month per blower, or a total of $139,200 over 24 months. Accepting deductive alternate B would bring the contract price to $869,900 and save the city $40,800. We recommend rejecting deductive alternate A, as we think it best to have only one contractor active on a construction site to prevent conflicts.

[1] The bid from IHC Construction expressed Deductive Alternate B in monthly terms. Archer Western and Southern Champion Construction's are lump sum values.

3011 Sutton Gate Dr.
Suite 130
Suwanee, GA 30024
770.831.9000 TEL
CPLTeam.com

Accordingly, we recommend the city award Archer Western the contract and accept deductive alternate B, which brings the contract price to $869,900. Further, we recommend the city council authorize staff to rent blowers directly from the blower vendor in an amount not to exceed $2,900 per month.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

DocuSigned by:

DA066B7A3BD341A...

Rich Edinger, P.E.
Vice President

cc: file

RESOLUTION 22-004

DECLARATION THAT AN EMERGENCY EXISTS AND APPROVAL WASTEWATER TREATMENT PLANT INTERIM IMPROVEMENTS PROJECT – BLOWER RENTAL

WHEREAS, the City of Flowery Branch owns and operates a water and wastewater system which includes a Wastewater Treatment Plant; and

WHEREAS, the Wastewater Treatment Plant is in need of interim improvements until the plant expansion project is complete; and

WHEREAS, Archer Western's bid proposal was deemed the preferred low bid for construction for the interim improvements project; and

WHEREAS, Archer Westerns bid proposal included a Deductive Alternate B at a cost of $180,000 for the rental of blowers for 24 months: and

WHEREAS, the City can rent blowers directly from Aerzen for 24 months at a cost of $132,900 for an interim improvement cost savings of $40,800; and

WHEREAS, the total expenditure for the blower rental through Aerzen shall not exceed $139,200 ($5,800 monthly for 24 months for two blowers); and

WHEREAS, there exists and emergency per the city's purchasing policy as there exists an emergency constituting a threat to public health, safety or welfare or to the soundness and integrity of public property or the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time; and

WHEREAS, the said expenditure shall be from fund 230 – American Rescue Plan Act of 2021 as a qualified expense of the Clean Water State Revolving Fund (CWSRF).

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch finds that the immediate need to effectively remove ammonia from waste water by aerating same with additional blowers constitute an emergency per the City's purchasing policy and authorizes the City Manager to execute an agreement with Aerzen to rent blowers for emergency improvements to the wastewater treatment plant, subject to approval by the City Attorney. The amount shall not exceed $139,200, and funding allocation will be through fund 230- The American Rescue Plan Act of 2021.

BE IT FURTHERMORE RESOLVED that this budget amendment is hereby adopted.

SO RESOLVED this 3rd day of March 2022.

Attest: __________________________________

Edward R. Asbridge, Mayor

____

Shelia R. Cooper, City Clerk

Approved as to form:

____

E. Ronald Bennett, Jr., City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Approving Task Order FBR22001 - Well System Development Studies by Infratec Consultants, Inc.

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
This project involves preparing documentation and tests required to obtain approval of two wells for use as water supplies for the City. The City currently operates three wells for supplying water to its water customers. The two larger wells have approximate capacities of 180 gallons per minute (gpm) and 220 gpm. The wells cannot be pumped continuously without decreasing the life of the wells. Additional water supply is required to meet the future needs of the City.

The wells are known locally as the Henderson well and the Waterstone well. The diameters of these wells are 12-inch and 8-inch, respectively. Before these wells can be approved as a water source various tests must be performed. These include water chemistry, microscopic particulate analysis (MPA), and a 48-hour pumping test. The pumping test is to observe the well drawdown at various pumping rates and also to observe the well recovery after pumping is discontinued. The results from this test allow the production capacity of the well to be determined.

The required tests have previously been performed for the Henderson well. All of the results were satisfactory and the well capacity was determined to be approximately 350 gpm. The same tests must now be performed for the Waterstone well.

FACTS AND ISSUES:
The various documents required by Georgia EPD will be prepared by A&S Environmental Services. Their scope of work includes interpreting the chemical and biological data, observing the well pump test and developing an estimated well capacity.

The 48-hour pumping test will be done by Hand Services Company. They will also be responsible for taking the chemical samples and getting the samples to the laboratory with the exception of the gross alpha test. This firm provided similar services for testing of the Henderson well and did excellent work.
Infratec will manage the project for the City. The scope of work will include developing work plans with the subconsultants, coordination with all parties involved in the project, primarily the City, A&S, and Hand Services, monitoring the work as it progresses, including observation of the pumping test, providing Council briefings as needed and generally making sure that the City is satisfied with the work. A&S will be the primary contact with Georgia EPD.

Our goal is to have the project completed by the end of June, 2022. However, we are not completely in control of the schedule. Since we should not do the pump test until we receive approval on the wellhead protection issue and the possible casing thickness issue, we are dependent on Georgia EPD to do their work in a timely way.

The total cost for the work described above will be broken down approximately as follows:

A&S Environmental Services Scope of Work	$12,104	
Hand Services Scope of Work	$21,300	
Project Management – Infratec	$5,400	
TOTAL		$38,804

This project is included in the Wastewater Capital Projects Fund with a current budget of $50,000.

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
Water and Wastewater Capital Projects Fund - $50,000

RECOMMENDATION:
The purpose of this task order is to authorize the engineer to provide engineering services related to the expansion of the City's drinking water well system.

SAMPLE MOTION:
I make a motion authorizing Mayor and Council to approve Task Order FBR22001 – Well System Development Studies to Infratec, Inc. in the amount of $38,804 and authorizing the City Manager to execute all necessary documents.

COLLABORATING DEPARTMENT:
Water/Wastewater

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Task Order FBR22001 -Well System Development Studies.pdf
- Task Order FBR22001 Executive Summary.pdf

TASK ORDER FBR22001

WELL SYSTEM DEVELOPMENT STUDIES

CONTRACT

This Task Order is issued pursuant to the Agreement for Engineering Services between the City of Flowery Branch and Infratec Consultants, Inc. (Infratec) dated February 24, 2017 ("Contract"). Defined terms in this Task Order shall have the meaning given in the Contract and the provisions of the Contract shall govern the performance of work provided hereunder.

PURPOSE

The purpose of this TASK ORDER is to authorize the ENGINEER to provide engineering services related to the expansion of the City's drinking water well system.

SCOPE OF WORK

THE SCOPE OF WORK of this project is to provide engineering and geological services for the expansion and modification of the City's drinking water well system, including:

- Conducting 48-hour aquifer test, water chemistry and MPA test
- Preparation of various documents required by EPD for well approval
- Monitoring and analysis of 48-hour aquifer pumping and recovery test
- Project Management

This Task Order presents our understanding of the project, our proposed scope of work for the project, and our budget and schedule for the project.

PROJECT UNDERSTANDING

This project involves preparing documentation and tests required to obtain approval of two wells for use as water supplies for the City. The City currently operates three wells for supplying water to its water customers. The two larger wells have approximate capacities of 180 gallons per minute (gpm) and 220 gpm. The wells cannot be pumped continuously without decreasing the life of the wells. Additional water supply is required to meet the future needs of the City.

Two wells owned by the State of Georgia are available for purchase. The wells are known locally as the Henderson well and the Waterstone well. The diameters of these wells are 12-inch and 8-inch, respectively. Before these wells can be approved as a water source various tests must be performed. These include water chemistry, microscopic particulate analysis (MPA), and a 48-hour pumping test. The pumping test is to observe the well drawdown at various pumping rates and also to observe the well recovery after pumping is discontinued. The results from this test allow the production capacity of the well to be determined.

The required tests have previously been performed for the Henderson well. All of the results were satisfactory and the well capacity was determined to be approximately 350 gpm. The same tests must now be performed for the Waterstone well.

The various documents required by Georgia EPD will be prepared by A&S Environmental Services. Their scope of work includes interpreting the chemical and biological data, observing the well pump test and developing an estimated well capacity.

The 48-hour pumping test will be done by Hand Services Company. They will also be responsible for taking the chemical samples and getting the samples to the laboratory with the exception of the gross alpha test. This firm provided similar services for testing of the Henderson well and did excellent work.

Budget and Schedule

The cost for the work described above will be broken down approximately as follows:

A&S Environmental Services Scope of Work	$12,104
Hand Services Scope of Work	$21,300
Project Management - Infratec	$5,400
	$38,804

Infratec will manage the project for the City. The scope of work will include developing work plans with the subconsultants, coordination with all parties involved in the project, primarily the City, A&S, and Hand Services, monitoring the work as it progresses, including observation of the pumping test, providing Council briefings as needed and generally making sure that the City is satisfied with the work. A&S will be the primary contact with Georgia EPD.

The work scopes provided by A&S and Hand Services are provided as Attachment A and Attachment B.

Our goal is to have the project completed by the end of June, 2022. However, we are not completely in control of the schedule. Since we should not do the pump test until we receive approval on the wellhead protection issue and the possible casing thickness issue, we are dependent on Georgia EPD to do their work on a timely way.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original.

Date of Council approval:	Recommended:
____________________________	____________________________ City Manager
Infratec Consultants, Inc. ENGINEER	City of Flowery Branch OWNER
BY:	BY:
____________________________ Signature	____________________________ Signature
Robert W. Troxler Typed Name	____________________________ Typed Name
President __________ Title	Mayor City of Flowery Branch Title
____________________________ Date	____________________________ Date
Attest By: ________________________	Attest By: ________________________

Attachment A

A&S Environmental Services Scope of Work and Budget

Gmail

Robert Troxler <rwtroxler@gmail.com>

Revised A&S Cost Estimate

1 message

Bob Atkins <robertlatkins@gmail.com> Tue, Jan 25, 2022 at 1:44 PM
To: Robert Troxler <rwtroxler@gmail.com>, jimmydfb@flowerybranchga.org

Attached is a revised cost estimate.

Thanks!

Flowery Branch Waterstone Cost Estimate001.pdf
347K

A ENVIRONMENTAL SERVICES, INC.
COST ESTIMATE WATERSTONE AQUIFER TEST

Task One - Preparation of letters for approval of existing work on Waterstone and Henderson Wells

Time for preparation of the casing variance request, approval of the well data sheets and wellhead protection application (Includes expenses)	1 LS	$3,000.00		$3,000.00
			Subtotal:	**$3,000.00**

Task Two 48- Hour Aquifer Test with up to 48 hours Recovery per Well

~~72~~ 48 hour Aquifer Test:	1 test(s)	$6,500.00	per test	$6,500.00
Electronic monitoring equipment rental:	1 wells	$300.00	per well	$300.00
Mileage:	186 miles	$0.56	mile	$104.16
Data analysis and reporting:	1 report(s)	$2,000.00	per test	$2,000.00
Gross alpha radiological test			**Subtotal:**	**$8,904.16**
				200.00
			Total:	~~**$11,904.16**~~ 12,104.16

Robert L Atkins
1/25/2022

RWT 02/02/2022
DISCUSSED CHANGES
WITH ATKINS

Gmail

Robert Troxler <rwtroxler@gmail.com>

Gross Alpha

1 message

Bob Atkins <robertlatkins@gmail.com> Tue, Feb 1, 2022 at 5:03 PM
To: Robert Troxler <rwtroxler@gmail.com>, jimmydfb@flowerybranchga.org

Bob,

I did not include the gross alpha cost in the Hand Service Company cost estimate. My cost for the chemistry and shipping fees should not exceed $200.00.

Thanks,

Bob A

Attachment B

Hand Services Scope of Work and Budget

Gmail

Robert Troxler <rwtroxler@gmail.com>

Fwd: Flowery Branch 48 test

1 message

Bob Atkins <robertlatkins@gmail.com>
To: Robert Troxler <rwtroxler@gmail.com>

Mon, Jan 31, 2022 at 2:43 PM

Bob,

Attached is Hand Service Company Cost Estimate to provide equipment, aquifer test, and chemistry.

Any questions, give me a call.

Bob

---------- Forwarded message ---------
From: <wendy@handserviceco.com>
Date: Mon, Jan 31, 2022 at 2:17 PM
Subject: Flowery Branch 48 test
To: Bob Atkins <robertlatkins@gmail.com>

Bob,

See attached. Let me know if you have any questions or need any changes.

Thank you,

Wendy McCormick

Hand Service Co., Inc.

110 Greenbrook Dr.

Hazel Green, Al 35750

256-828-1892

Flowery Branch 48 test.docx
107K

HAND SERVICE COMPANY
256.509.2189 256.828.1892
110 Greenbrook Dr Hazel Green, Al 35750
Sales · Service · Installation

January 31, 2022

Flowery Branch

	48-hour Aquifer Test and Recovery	Qty	Price	Total
1.	Mobilization/demobilization of equipment/materials/crew	1	4,500.00	4,500.00
2.	Set and remove test pump. 500 gpm pump	1	3,000.00	3,000.00
3.	Discharge and piping	1	1,000.00	1,000.00
4.	Generator, testing, and recovery monitoring assist.	50 hrs.	180.00	9,000.00
5.	Water Chemistry Georgia Agricultural Laboratory (EPD Source Water Approval W-33) and MPA Test	1	2,300.00	2,300.00
6.	Per-Diem	4 days	375.00	1,500.00
	Total			**$21,300.00**

Please feel free to give us a call if you have any questions.

Thanks,

Thomas B. Hand

Brad Hand

General Contractor in AL, TN & GA
Fracture Trace Study • Well Drilling • Capacity Testing
Line Shaft Turbine • Submersible • Centrifugal Pumps • Municipal & Industrial

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Approval of Task Order FBR22001, Well System Development Studies by Infratec Consultants Inc.

DATE: 2/22/2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $38,804

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: 3/3/2022

PURPOSE:
The purpose of this task order is to authorize the engineer to provide engineering services related to the expansion of the City's drinking water well system.

HISTORY:
This project involves preparing documentation and tests required to obtain approval of two wells for use as water supplies for the City. The City currently operates three wells for supplying water to its water customers. The two larger wells have approximate capacities of 180 gallons per minute (gpm) and 220 gpm. The wells cannot be pumped continuously without decreasing the life of the wells. Additional water supply is required to meet the future needs of the City.

The wells are known locally as the Henderson well and the Waterstone well. The diameters of these wells are 12-inch and 8-inch, respectively. Before these wells can be approved as a watersource various tests must be performed. These include water chemistry, microscopic particulate analysis (MPA), and a 48-hour pumping test. The pumping test is to observe the well drawdown at various pumping rates and also to observe the well recovery after pumping is discontinued. The results from this test allow the production capacity of the well to be determined.

The required tests have previously been performed for the Henderson well. All of the results were satisfactory and the well capacity was determined to be approximately 350gpm. The same tests must now be performed for the Waterstone well.

FACTS AND ISSUES:
The various documents required by Georgia EPD will be prepared by A&S Environmental Services. Their scope of work includes interpreting the chemical and biological data, observing the well pump test and developing an estimated well capacity.

The 48-hour pumping test will be done by Hand Services Company. They will also be responsible for taking the chemical samples and getting the samples to the laboratory with the exception of the gross alpha test. This firm provided similar services for testing of the Henderson well and did excellent work.

Infratec will manage the project for the City. The scope of work will include developing work plans with the subconsultants, coordination with all parties involved in the project, primarily the City, A&S, and Hand Services, monitoring the work as it progresses, including observation of the pumping test, providing Council briefings as needed and generally making sure that the City is satisfied with the work. A&S will be the primary contact with Georgia EPD.

Our goal is to have the project completed by the end of June, 2022. However, we are not completely in control of the schedule. Since we should not do the pump test until we receive approval on the wellhead protection issue and the possible casing thickness issue, we are dependent on Georgia EPD to do their work in a timely way.

The total cost for the work described above will be broken down approximately as follows:

A&S Environmental Services Scope of Work	$12,104
Hand Services Scope of Work	$21,300
Project Management – Infratec	$5,400
TOTAL	**$38,804**

This project is included in the Wastewater Capital Projects Fund with a current budget of $50,000.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION:
I make a motion authorizing Mayor and Council to approve Task Order FBR22001 – Well System Development Studies to Infratec, Inc. in the amount of $38,804 and authorizing the City Manager to execute all necessary documents.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Resolution 22-005 Opposing HB 1093 and SB 494

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
HB 1093 and SB 494 were introduced in early February as preemption bills. The bills are slightly different but have in common the limitation of a local government's ability exercise its power to zone which currently includes the power to regulate rental uses on residentially zoned or used properties.

FACTS AND ISSUES:
HB 1093 and SB 494 both prohibit a local government from restricting long term rental agreements, which the House defines as "30 days duration" and the Senate defines as "12 months." These bills appear to be intended to ease the ability of developers to purchase property and build residential neighborhoods that are 100% rentals or "build-to-rent" neighborhoods. Both bills would penalize local governments for restricting long term residential rental uses by waiving sovereign immunity up to $1,000,000 and allowing pre-judgment interest on any award of damages. HB 1093 additionally disqualifies local governments from receiving any "financial funds, assistance or grants from the Department of Community Affairs." While SB 494 adds a more onerous penalty of the loss of qualified local government status for 6 months which could impact a wider scope of financial benefits beyond those administered by DCA.

The concern with these bills is the erosion of local government control and autonomy pertaining to the exercise of zoning power. The Georgia Municipal Association is formally opposing the bill, not because of opposition to 100% rentals or "build-to-rent" residential subdivisions, but to preserve local control and autonomy over zoning decisions. The bills have been met with wide opposition from members of the General Assembly and from other municipalities.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval of HB 1093 and SB 494

SAMPLE MOTION:

I make a motion to approve Resolution No.22-005, Opposing HB 1093 and SB 494 and opposing limitations on the City of Flowery Branch's authority to make housing, land use and zoning decisions within its geographical boundaries.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Resolution Opposing Rental Restrictions HB1093 and SB494.docx
- Executive Summary Opposing Rental Restrictions HB1093 and SB 494.doc

RESOLUTION NO. 22-005

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLOWERY BRANCH, GEORGIA, OPPOSING HB 1093 AND SB 494 AND OPPOSING LIMITATIONS ON A MUNICIPALITY'S AUTHORITY TO MAKE HOUSING, LAND USE AND ZONING DECISIONS WITHIN A LOCAL GOVERNMENT'S GEOGRAPHICAL BOUNDARIES

WHEREAS, Mayor and Council for the City of Flowery Branch, Georgia ("City") have reviewed HB 1093 and SB 494 ("Bills"), currently being considered in the Georgia General Assembly; and

WHEREAS, the Bills would prohibit local governments from addressing newly developed corporate rental subdivisions through any regulation, restriction or condition that is not the same for single-family residential areas; and

WHEREAS, the Bills are aimed at allowing unlimited access for corporations to develop "build to rent" subdivisions which vary greatly in price, quality, management and tenant protections; and

WHEREAS, the City opposes the Bills for a number of reasons, including the fact that the Georgia Constitution recognizes zoning and land use decisions are core functions of local governments, and housing is a large component of those decisions; and

WHEREAS, local elected officials are responsible for ensuring affordable, predictable housing options within their respective communities; and

WHEREAS, such housing and land use decisions are best made at the local level through comprehensive planning and citizen input; and

WHEREAS, to ensure vibrant and sustainable communities, local governments require flexibility to decide what is appropriate for their community's neighborhoods; and

WHEREAS, home ownership is a financial asset that historically has been affordable to all economic levels; and

WHEREAS, rising costs in construction, land and materials are pushing the reality of home ownership further from the reach of more and more Americans, particularly young families; and

WHEREAS, home ownership and the growing equity value it provides is a source of capital for families to start businesses, send children to college, build retirement nest eggs, provide financial resources during financial emergencies, offer an asset to provide services such as assisted living or nursing care or cover a myriad other financial and economic resources to weather life challenges; and

WHEREAS, these and other benefits are why preserving opportunities for homeownership has long been a high priority of public policy in the United States; and

WHEREAS, good public policy requires a balance of housing options to meet individual needs; however, the Bills remove local decision making from the type and mix of housing available; and

WHEREAS, the superiority of local determination of the type of housing available in a community is one reason why local governmental control of zoning and land use is enshrined in Georgia's State Constitution; and

WHEREAS, the removal of local oversight and the negating of local policy goals inherent in the Bills allows outside forces to determine the type of housing available in a community with no need to work with existing community stakeholders wishing to have a voice in the process; and

WHEREAS, protecting property rights is an important component of good public policy, but good public policy also takes into consideration the property rights, property values and the neighborhood characteristics that purchasers relied on when investing their lifesavings in their current home;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE Mayor and Council of the City of Flowery Branch, Georgia, that this governing body hereby objects to and opposes any legislation or act limiting a local government's authority to make land-use and zoning decisions within its geographical boundaries; and

BE IT FURTHER HEREBY RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing the City of Flowery Branch, and made available for distribution to the public and the press.

SO RESOLVED, this 3rd day of March, 2022.

____
Edward R. Asbridge, Mayor

____
Chris Mundy, Council Member Post 1

____
Vacant, Council Member Post 2

____
William McDaniel, Council Member Post 3

Signatures Continued Next Page

Joe Anglin, Council Member Post 4

Oliver McCellan, Council Member Post 5

ATTEST:

Shelia Cooper, City Clerk

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: CONSIDER RESOLUTION 22-005 OPPOSING HB 1093 AND SB 494

DATE: February 22, 2022

( ) RECOMMENDATION
(X) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION: N/A

COUNCIL ACTION REQUESTED ON: March 3, 2022

PURPOSE: The Mayor and Council became aware of HB 1093 and SB 494 and the limits the bills would place on the City's exercise of zoning power including the regulation of "build to rent" communities. At the direction of the Mayor and Council, the City Attorney drafted the attached resolution opposing these bills.

HISTORY: HB 1093 and SB 494 were introduced in early February as preemption bills. The bills are slightly different but have in common the limitation of a local government's ability exercise its power to zone which currently includes the power to regulate rental uses on residentially zoned or used properties.

FACTS AND ISSUES: HB 1093 and SB 494 both prohibit a local government from restricting long term rental agreements, which the House defines as "30 days duration" and the Senate defines as "12 months." These bills appear to be intended to ease the ability of developers to purchase property and build residential neighborhoods that are 100% rentals or "build-to-rent" neighborhoods. Both bills would penalize local governments for restricting long term residential rental uses by waiving sovereign immunity up to $1,000,000 and allowing pre-judgment interest on any award of damages. HB 1093 additionally disqualifies local governments from receiving any "financial funds, assistance or grants from the Department of Community Affairs." While SB 494 adds a more onerous penalty of the loss of qualified local government status for 6 months which could impact a wider scope of financial benefits beyond those administered by DCA.

The concern with these bills is the erosion of local government control and autonomy pertaining to the exercise of zoning power. The Georgia Municipal Association is formally opposing the bill, not because of opposition to 100% rentals or "build-to-rent" residential subdivisions, but to preserve local control and autonomy over zoning decisions. The bills have been met with wide opposition from members of the General Assembly and from other municipalities.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution No. 22-005 Opposing HB 1093 and SB 494 and opposing limitations on the City of Flowery Branch's authority to make housing, land use and zoning decisions within its geographical boundaries.

DEPARTMENT: Legal

Prepared by: E. Ronald Bennett, Jr., City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Mayor Asbridge Per Diem

COUNCIL MEETING DATE: March 3, 2022

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary Per Diem.pdf
- January 2022 Mayor Per Diem.pdf
- February 2022 Mayor Per Diem.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Mayor Asbridge Per Diem

DATE: January & February 2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON:

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: Consent Agenda

DEPARTMENT: Administration

Prepared by: Shelia Cooper

City of Flowery Branch
Mayor & Council Attendance Sheet Per Diem Pay

Name: Ed Asbridge Month/Year: January 2022

Meeting Date	Description of Meeting
January 11, 2022	New Mayors Meeting, Gainesville
January 24, 2022	South Hall Business Coalition

My signature certifies that I am eligible to be paid for **2** meeting dates, maximum of 5 per month, in accordance with per diem pay as described in Ordinance Number 477. Total of **$100.00** ($50.00 per meeting).

Signature

City of Flowery Branch
Mayor & Council Attendance Sheet Per Diem Pay

Name: Ed Asbridge Month/Year: February 2022

Meeting Date	Description of Meeting
February 8, 2022	Meeting with W. Schofield, Hall County Schools
February 16, 2022	Chamber - Issues Committee – SPLOT VII & VIII
February 17, 2022	Chamber - Business EXPO - Meeting with UGA Small Biz Group
February 24, 2022	Chamber – BOD Meeting

My signature certifies that I am eligible to be paid for 4 meeting dates, maximum of 5 per month, in accordance with per diem pay as described in Ordinance Number 477. Total of **$200.00** ($50.00 per meeting).

Signature

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider February 17, 2022 Council Meeting Minutes

COUNCIL MEETING DATE: March 3, 2022

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:
No motion required - Consent Agenda

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- February 17, 2022 Minutes.pdf

City of Flowery Branch
City Council Meeting Minutes
Thursday, February 17, 2022, 6:00 P.M.
City of Flowery Branch City Hall
5410 W. Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

Mayor Edward Asbridge called the council meeting to order at 6:02 pm.

Present: Mayor Asbridge and Council Members Joe Anglin, Oliver McClellan, William McDaniel, and Chris Mundy.

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Finance Director Alisha Gamble, Planning Director Rich Atkinson, Interim Police Chief Chris Hulsey, and City Attorney Ron Bennett.

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

UNFINISHED BUSINESS - WORK SESSION:

Consideration of a Variance Request submitted by McEver Site, LLC. for relief from the requirements set forth in the City of Flowery Branch Zoning Ordinance; Article 10, Development Requirements and Guidelines section 10.9 (f): Convenience stores shall locate gas pumps behind the principal structure in order to effectively screen the pumps from view of the street.

Planning Director Atkinson presented a variance request submitted by McEver Site, LLC for relief from the requirements set forth in the City of Flowery Branch zoning ordinance. He reminded Mayor and Council that this is not a rezoning but only consideration of relief from having to locate the pumps behind the principal structure. He stressed that this is not about the use of the property but about the placement of the fuel pumps.

Consideration of First Reading of Ordinance: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment

Finance Director Gamble presented this consideration of Ordinance 661; GMEBS-R, City of Flowery Branch Defined Benefit Retirement Plan Amendment. Per the executed employment agreement with the new City Manager, the City must provide eligibility for immediate vesting in the Defined Benefit Plan. Because of this requirement, an amendment to our plan document is required. GMEBS attorneys have prepared an amendment as shown on the agenda for review and approval. Once executed by our Mayor and Council, GMEBS will finalize the execution of the plan amendment for the effective date of March 3, 2022.

NEW BUSINESS -WORK SESSION:

Consider Accepting $36,372 Grant Award from GEMA to Install Generator for the City Hall/Plaza Building.

Finance Director Gamble presented a Grant Award for $36,372 from GEMA to install a generator for the City Hall/Plaza Building. On September 15, 2017, the President declared that a major disaster existed in Georgia resulting from Hurricane Irma. From this declaration, the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) designated a Hazard Mitigation Grant Program. In 2018, our Police Department applied for a generator grant for our City Hall and Plaza building through this program. The City received notification of the award January 10, 2022.

The award details are as follows:

75% Federal Cost Share	$27,279.00
10% State Cost Share	$3,637.00
15% Local Match Cost Share	$5,456.00
TOTAL:	$36,372.00

Staff anticipates costs to be higher than the award mentioned above. Procedures are in place to request additional grant funding if needed. Finance will transfer city local match funds from the Generator project budget in the Local Resources Fund up to $50,000 as needed. This project will be presented in our grants fund, fund 220.

Council Member Mundy asked if we have gotten quotes for the generator and Mrs. Gamble stated that we could not request quotes until we get the Grant documents executed.

DEPARTMENT REPORTS:

Planning Director Report:

Mr. Atkinson stated that he had been interviewing candidates for the Code Enforcement Officer position and he plans to make an offer to one candidate early next week.

Council Report:

Council Member Anglin wanted to thank staff for the cleanup on Chestnut and Church Streets.

Mayor Report:

Mayor Asbridge wanted to thank staff for all the hard work on the Council Meeting Agenda. Mayor Asbridge mentioned there are two candidates that will be on the Special Election ballot, Jennifer Sudderth and Joe Mezzanotte. Early voting will begin February 21st until March 11th, 2022, including two Saturdays, February 26th and March 5th. Hours are 8am to 5 pm. Election Day voting will be 7am to 7pm on March 15th.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 6:16 pm.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:22 pm.

PUBLIC COMMENTS:

Mary Willis, 6219 Spring Lake Drive, Flowery Branch, GA 30542

Ms. Willis is concerned about the proposed variance request submitted by McEver Site, LLC.

Linda Kaminsky, 6230 Spring Lake Drive, Flowery Branch, GA 30542

Ms. Kaminsky is concerned about the proposed variance request submitted by McEver Site, LLC.

CONSENT AGENDA:

- Consider February 3, 2022 Council Meeting Minutes

There was a motion made to approve the consent agenda.

MOTION: Chris Mundy
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Consideration of Ordinance 659, a Variance Request submitted by McEver Site, LLC. for relief from the requirements set forth in the City of Flowery Branch Zoning Ordinance; Article 10, Development Requirements and Guidelines section 10.9 (f): Convenience stores shall locate gas pumps behind the principal structure in order to effectively screen the pumps from view of the street.

Mr. Bennett read the caption for Ordinance 659.

There was a motion made to deny Ordinance 659, a Variance Request submitted by McEver Site, LLC. for relief from the requirements set forth in the City of Flowery Branch Zoning Ordinance; Article 10.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Consider Accepting $36,372 Grant Award from GEMA to Install Generator for the City Hall/Plaza Building.

There was a motion made to approve the $36,372 Grant Award from GEMA to install a generator for the City Hall/Plaza Building.

MOTION: Chris Mundy
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

Consideration of First Reading of Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment

Mr. Bennett read the caption for Ordinance 661.

There was a motion made to approve Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment.

MOTION: Joe Anglin
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was no executive session held.

ADJOURNMENT:

There was a motion made to adjourn at 6:28 pm.

MOTION: Chris Mundy
SECOND: Joe Anglin
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Chris Mundy
NAYS: None
Motion carried

Mayor Ed Asbridge	Date	City Clerk Shelia Cooper

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Second Reading for Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
Per the executed employment agreement with the new city manager, the city must provide eligibility for immediate vesting in the Defined Benefit Plan. Because of this requirement, an amendment to our plan documents is needed.

GMEBS attorneys have prepared the attached amendment for review and approval. Once executed by our Mayor and Council, GMEBS will finalize the execution of the plan amendment for the effective date of March 3, 2022.

Per the cover letter attached, "The amendment to the Plan provides for immediate vesting for the city manager employed in such a position on March 3, 2022 (see p. 29). To give effect to this amendment, we have also drafted the Adoption Agreement to provide for normal retirement at age 65 with no service requirement for said city manager (see pp. 14-15)."

FACTS AND ISSUES:
The approval of Ordinance 661 - GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment, is required to abide by the executed City Manager employment agreement dated 11/15/2021.

OPTIONS:
1. Approve the GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment as presented.
2. Provide alternative amendments.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$3600 from contingency for the remaining of FY2022 (this adjustment request will be submitted with the city manager's quarterly adjustment)

RECOMMENDATION:
Approve Second Reading of Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment

---

SAMPLE MOTION:

I make a motion to approve the second reading of Ordinance 661 for GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment as presented.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Defined Benefit Plan Amendment - #2.pdf
- Flower Branch Cover Letter 1 20 22.pdf
- Flowery Branch AA 1 20 22.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Second Reading of Ordinance 661: GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment

DATE: January 25, 2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: March 3, 2022

PURPOSE: Consider Approval of Second Reading of Ordinance 661 for GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment.

HISTORY: Per the executed employment agreement with the new city manager, the city must provide eligibility for immediate vesting in the Defined Benefit Plan. Because of this requirement, an amendment to our plan documents is needed.

GMEBS attorneys have prepared the attached amendment for review and approval. Once executed by our Mayor and Council, GMEBS will finalize the execution of the plan amendment for the effective date of March 3, 2022.

Per the cover letter attached, "The amendment to the Plan provides for immediate vesting for the city manager employed in such a position on March 3, 2022 (see p. 29). To give effect to this amendment, we have also drafted the Adoption Agreement to provide for normal retirement at age 65 with no service requirement for said city manager (see pp. 14-15)."

FACTS AND ISSUES: The approval of Ordinance 661 - GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment, is required to abide by the executed City Manager employment agreement dated 11/15/2021.

OPTIONS:
1. Approve the GMEBS-R; the City of Flowery Branch Defined Benefit Retirement Plan Amendment as presented.
2. Provide alternative amendments.

RECOMMENDED SAMPLE MOTION: I make a motion to approve the second reading of Ordinance 661 for GMEBS-R; City of Flowery Branch Defined Benefit Retirement Plan Amendment as presented.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

January 20, 2022

TRANSMITTED VIA E-MAIL
(alisha@flowerybranchga.org)

Ms. Alisha Gamble
Finance Officer
City of Flowery Branch
P.O. Box 757
Flowery Branch, GA 30542-0013

RE: City of Flowery Branch Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Provide for Normal Retirement at Age 65 with No Service Requirement and Immediate Vesting for City Manager

Dear Ms. Gamble:

Enclosed please find a draft amended Adoption Agreement for the City of Flowery Branch's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan provides for immediate vesting for the city manager employed in such position on March 3, 2022 (see p. 29). To give effect to this amendment, we have also drafted the Adoption Agreement to provide for normal retirement at age 65 with no service requirement for said city manager (see pp. 14-15).

The Adoption Agreement provides that the amendment will become effective on March 3, 2022. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

If the draft Adoption Agreement is accepted as drafted, please have the designated representatives sign and date the document and return it by email to Ms. Gina Gresham at rgresham@gacities.com.

We will then countersign the original and return the fully executed Adoption Agreement to you. Please note that GMEBS will not sign an Adoption Agreement that has been edited by the city. If changes are needed to the draft document, please let us know before approving the document.

Please feel free to contact me at 678-686-6236 or cdorsey@gacities.com if you have any questions.

Sincerely,

Caroline Dorsey

Caroline Dorsey
Associate General Counsel

Encl.

C: Mr. Ron Bennett, City Attorney, City of Flowery Branch (w/encl.)
Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
Ms. Gwin Hall, Senior Associate General Counsel

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Flowery Branch

Ordinance #661

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

TABLE OF CONTENTS

I. **AN ORDINANCE** #661

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Flowery Branch, 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 Flowery Branch, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Flowery Branch, 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 36

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 Flowery Branch, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 757, Flowery Branch, GA 30542-0013**
Phone: **(770) 967-6371**
Facsimile: **(770) 967-6481**

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: **P.O. Box 757, Flowery Branch, GA 30542-0013**
Phone: **(770) 967-6371**
Facsimile: **(770) 967-6481**

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:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Finance Director**
Address: **P.O. Box 757, Flowery Branch, GA 30542-0013**
Phone: **(770) 967-6371**
Facsimile: **(770) 967-6481**

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))**: **<u>This is an amendment to establish a Normal Retirement qualification of age 65 with no minimum Service requirement and immediate Vesting, both of which will apply only to the City Manager in such position on March 3, 2022 (see pp. 14-15 and 29).</u>**

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 **March 3, 2022** **(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 **February 20, 2020** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **November 1, 2014** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **November 1, 2014** **(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)**: **July1.**

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)**: ____.

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): ____.

(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)**: ____**.**

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))** : ____.

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: **40 hours/week** (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 **<u>6</u>** months per year (regularly scheduled)

<u>Exceptions</u>: 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. <u>Credited Past Service with Adopting Employer</u>

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))**: **<u>Participants who were employed as of November 1, 2014, will be entitled to receive up to five (5) years of credit (at no cost to the Participant) for their Service with the City of Flowery Branch prior to November 1, 2014, which will be counted for all purposes under the Plan (i.e., meeting the minimum Service requirements for participation and Vesting under the Plan, meeting the minimum Service requirements for Retirement and death benefit eligibility under the Plan, and computing the amount of Retirement or death benefits under the Plan).</u>**

☐ 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))**: _______.

(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. <u>Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)</u>

(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.

<u>Important Note</u>: 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 ____ 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. <u>Early Retirement Qualifications</u>

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

☒ Attainment of age **<u>55</u> (insert number)**

☒ Completion of **<u>10</u>** years **(insert number)** of Total Credited Service

<u>Exceptions</u>: 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. <u>Normal Retirement Qualifications</u>

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

(1) <u>Regular Employees</u>

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

☒ Attainment of age **<u>65</u> (insert number)**

☒ Completion of **<u>5</u>** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, 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)**: ______________________________________.

<u>Exceptions</u>: 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)**: **<u>The Eligible Regular Employee employed in the position of City Manager on March 3, 2022</u>**.

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

☒ Attainment of age **<u>65</u>** **(insert number)**

☐ Completion of _________ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, 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) <u>Elected or Appointed Members of Governing Authority</u>

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 _________ **(insert number)**

☐ Completion of _________ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, 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)**: ____.

<u>Exceptions</u>: 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 _________ **(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):________________________________.

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 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))**: ____.

(3) ☐ **Rule of _______ (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 ______ **(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)**: _______________.

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))**: ____.

(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 <u>for Public Safety Employees Only</u>**.

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 (<u>i.e.</u>, 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)**: _____.

☐ (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 **36** **(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).

☐ $_________ **(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

Number of Years Before [Age ___ (Insert Normal Retirement Age)] (check as applicable)	**Percentage of Normal Retirement Benefit*** (complete as applicable)
☐ 0	1.000
☐ 1	0.___
☐ 2	0.___
☐ 3	0.___
☐ 4	0.___
☐ 5	0.___
☐ 6	0.___
☐ 7	0.___
☐ 8	0.___
☐ 9	0.___
☐ 10	0.___
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 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)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%

9	%
10	%

<u>Exceptions</u>: 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)**: **<u>The Eligible Regular Employee employed in the position of the City Manager on March 3, 2022</u>.**

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))**: **<u>No Vesting schedule (immediate Vesting)</u>.**

B. <u>Elected or Appointed Members of the Governing Authority</u>

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. <u>In-Service Death Benefit</u>

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 ______ 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 (½) ☐ ___________ **(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.)**

<u>Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit</u>. 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) **<u>Exceptions</u>:** 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 _____ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named)**: ____________________.

[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.

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 March 3, 2022.

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

Approved by the Mayor and Council of the City of Flowery Branch, Georgia this _______ day of ____________________, 20_____.

Attest: CITY OF FLOWERY BRANCH, 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

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Termination of Leasing Agreement with Oakhurst Realty Partners, LLC

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
The leasing agreement was signed on October 12, 2020 for the Leasing Agent to lease 5318 Railroad Avenue (1,450 square feet), Flowery Branch, GA and the mixed-use development commercial property (5,892 square feet) on Main Street, Flowery Branch, GA.

FACTS AND ISSUES:
As of March 3, 2022 there are no leases on any of the ground floor commercial properties at the Main Street location, nor is there a lease on 5318 Railroad Avenue. Per the lease agreement, a 60-day written notice is required to terminate the lease agreement, and, "for a period of twelve (12) full calendar months thereafter, if Owner [City of Flowery Branch] leases any of the Property to a tenant which Owner became aware of due to Leasing Agent's efforts or that Owner brought to Leasing Agent to work on its behalf during the term of this Agreement, Owner shall recognize Leasing Agent as the procuring cause of such transaction and shall pay Leasing Agent a commission as outlined above."

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
N/A

RECOMMENDATION:
Approval

SAMPLE MOTION:
I recommend termination of the Leasing Agreement with Oakhurst Realty Partners, LLC and direct staff to provide written correspondence to Oakhurst Realty Partners, LLC of such.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Termination of Leasing Agreement Oakhurst.doc
- 2020_10_12_Signed Listing Agreement.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Termination of Leasing Agreement with Oakhurst Realty Partners, LLC.

DATE: March 3, 2022

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL- No change
CAPITAL- No change

COUNCIL ACTION REQUESTED ON: March 3, 2022

PURPOSE: Termination of Leasing Agreement with Oakhurst Realty Partners, LLC (Leasing Agent).

HISTORY: The leasing agreement was signed on October 12, 2020 for the Leasing Agent to lease 5318 Railroad Avenue (1,450 square feet), Flowery Branch, GA and the mixed-use development commercial property (5,892 square feet) on Main Street, Flowery Branch, GA.

FACTS AND ISSUES: As of March 3, 2022 there are no leases on any of the ground floor commercial properties at the Main Street location, nor is there a lease on 5318 Railroad Avenue. Per the lease agreement, a 60-day written notice is required to terminate the lease agreement, and, "for a period of twelve (12) full calendar months thereafter, if Owner [City of Flowery Branch] leases any of the Property to a tenant which Owner became aware of due to Leasing Agent's efforts or that Owner brought to Leasing Agent to work on its behalf during the term of this Agreement, Owner shall recognize Leasing Agent as the procuring cause of such transaction and shall pay Leasing Agent a commission as outlined above."

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I recommend termination of the Leasing Agreement with Oakhurst Realty Partners, LLC and direct staff to provide written correspondence to Oakhurst Realty Partners, LLC of such.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

LEASING AGREEMENT

THIS LEASING AGREEMENT (this "Agreement") is made and entered into this 12th day of October, 2020 by and between **OAKHURST REALTY PARTNERS, LLC**, a Georgia limited liability company ("Leasing Agent"), and **CITY OF FLOWERY BRANCH, a political body corporate and politic of the State of Georgia** ("Owner").

WITNESSETH

WHEREAS, Owner is the owner of an existing building at 5518 Railroad Avenue as illustrated in Exhibit "A" which is approximately 1,450 square feet and of a to be constructed ground floor retail condominium in a mixed-use development commercial property located at ___ Main Street, Flowery Branch, GA 30542 which will total approximately 5,892 square feet as further identified on Exhibit "A" attached hereto (the "Property"), and Owner desires to retain the services of Leasing Agent for the leasing of the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Owner hereby employs Leasing Agent exclusively to lease the Property, and Leasing Agent hereby agrees to lease the Property for and on behalf of Owner, for the term and on the conditions hereinafter set forth:

1. Term. The initial term of this Agreement shall expire one (1) year after the Property receives its certificate of occupancy. Thereafter, this Agreement shall automatically renew, for additional one (1) year periods, unless earlier terminated as hereinafter provided.

2. Property Leasing. Owner hereby retains Leasing Agent during the term of this Agreement as Owner's exclusive leasing agent in connection with the Property. Leasing Agent shall use commercially reasonable efforts to lease space at the Property to desirable tenants at the highest possible net effective rents. Leasing Agent shall perform its leasing responsibilities hereunder in accordance with commercially reasonable standards and practices. Without limiting the generality of the foregoing, Leasing Agent's responsibilities as leasing agent shall include the following:

(a) Conduct such advertising, marketing and promotion of the Property as is necessary for the successful leasing of the Property;

(b) Diligently investigate and pursue all prospective tenants and conduct such canvassing and other solicitations as are necessary in connection with the leasing of the Property;

(c) Direct and conduct lease negotiations; and

(d) Use all reasonable efforts to obtain and keep desirable tenants for the Property.

Owner shall reimburse Leasing Agent for all out-of-pocket expenses related to leasing the Property including without limitation, signage, costs of postage, telephone, mailings, presentations, reports, leasing plans, descriptive brochures and other forms of advertising related to leasing of the Property; all expenses must be approved by Owner before the expense is incurred.

3. Leasing Fees. In consideration of the leasing services to be rendered by Leasing Agent throughout the term of this Agreement, Leasing Agent shall receive leasing fees as follows:

(i) Fees:

a. Rate for *Direct New Lease or Expansion of an Existing Lease*: Four percent (4%) of the base rent payable by the tenant during the initial term of the lease or during any expansion period. Notwithstanding the forgoing, the minimum commission payable by Owner to Broker will equal $4.00 per square foot.

b. Rate for *Co-Brokered New Lease or Expansion of an Existing Lease*: Three percent (3%) of the base rent payable by the tenant during the initial term of the lease or during any expansion period, exclusive of outside broker commissions. Notwithstanding the forgoing, the minimum commission payable by Owner to Broker will equal $3.00 per square foot.

c. *Direct Renewal/Option Lease Rate:* Three percent (3%) of the base rent payable by the tenant during the renewal term of the lease.

d. *Co-brokered Renewal/Option Lease Rate:* Two percent (2%) of the base rent payable by the tenant during the renewal term of the lease, exclusive of outside broker commissions.

e. *Tenant Broker Commissions*: Owner shall be responsible for paying any tenant broker directly in addition to commissions paid to Leasing Agent hereunder.

(ii) Payment Schedule of Leasing Fees:

a. For new leases, fifty percent (50%) upon execution of lease and fifty percent (50%) upon the earlier of (i) the rent commencement or (ii) tenant opening for business.

b. For renewals, exercise of options or expansions of existing leases, full payment upon execution of documents by Owner.

(iii) Upon Expiration or Termination of Agreement

Owner hereby agrees that in the event that this Agreement is terminated by Owner as provided in Section 5 below or otherwise expires, then for a period of twelve (12) full calendar months thereafter, if Owner leases any of the Property to a tenant which Owner became aware of due to Leasing Agent's efforts or that Owner brought to Leasing Agent to work on its behalf during the term of this Agreement, Owner shall recognize Leasing Agent as the procuring cause of such transaction and shall pay Leasing Agent a commission as outlined above. This provision shall survive the termination or expiration of this Agreement.

4. Termination.

(a) Events of Termination. This Agreement may be terminated prior to the expiration date set forth in Section 1, above, on the following terms and conditions:

(i) Owner shall have the right to terminate this Agreement in the event that Leasing Agent fails to keep, observe or perform any covenant, agreement, term or provision of this Agreement, to be kept, observed, or performed by Leasing Agent, and such default continues for a period of ninety (90) days after written notice thereof by Owner to Leasing Agent;

(ii) In the event that the Property is sold to a party which is not affiliated with Owner, Owner shall have the right to terminate this Agreement with thirty (30) days prior written notice to Leasing Agent; and

(iii) After the initial term of this Agreement, either party may terminate this Agreement for any reason by providing at least sixty (60) days written notice to the other party.

(b) Obligations Upon Termination. Upon the expiration or termination of this Agreement, Leasing Agent shall deliver to Owner all keys and any original contracts relating to the Property, and such other accountings, papers and records as Owner shall request pertaining to the Property;

5. Relationship of Parties. The parties do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms upon which Leasing Agent shall lease the Property for and on behalf of Owner.

6. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity and enforcement of this Agreement.

7. Notice. All notices, demands, requests, or other communications required or permitted hereunder shall be deemed delivered and received, when personally delivered or when deposited in the United States Mail (certified or registered, return receipt requested, postage prepaid) or delivered by courier or overnight delivery and addressed to the respective parties at the address specified below, or at such other address as they shall each specify in a notice addressed and mailed as hereinabove set forth:

To Owner:

City of Flowery Branch
Attention: Bill Andrew
5410 W. Pine Street
Flowery Branch, GA 30542
Email: bill@flowerybranchga.org

To Broker:

Oakhurst Realty Partners, LLC
Attention: A. Barton Lester
3016 N. Decatur Road
Scottdale, Georgia 30079
Email: blester@oakrep.com

Rejection or failure to claim delivery of any such notices, requests, consents and other communications hereunder, or any refusal to accept any such notices, requests, consents and other communications hereunder, or the inability to deliver any such notices, requests, consents and other communications hereunder because of changed address of which no notice was given, shall be deemed to be receipt of the notice, request, consent and other communication hereunder, sent as of the date of attempted delivery.

8. Entire Agreement. This document represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, representations and covenants, oral or written. Amendments to this Agreement must be in writing and signed by all parties hereto.

9. Time of the Essence. Time is of the essence of this Agreement.

10. Authority. By execution hereof, each party hereto represents that it has the right, power and authority to enter into this Agreement in accordance with the terms and conditions hereof, and the person executing this Agreement on behalf of each party hereto represents that he has the right, power and authority to enter into this Agreement on behalf of such party and that this Agreement is binding upon and effective against such party.

11. Save Harmless. Owner and Leasing Agent agree that Leasing Agent shall have no control over the operation or maintenance of the property and facilities located thereon and Leasing Agent shall not be held liable or responsible for any claims except for those resulting from a breach of this contract or the gross negligence or willful misconduct of Leasing Agent. Owner shall not be held liable or responsible with respect to any loss, damage, cost, expense, liability or claims resulting from the gross negligence or willful misconduct of Leasing Agent. It is expressly understood and agreed that the foregoing provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement. If either party hereto is a partnership, trust, corporation or limited liability company, no general or limited partner of such partnership nor trustee or beneficiary of any trust nor shareholder of any corporation, nor member or Leasing Agent of any limited liability company, shall be personally liable to any other party.

12. Hazardous Material. Owner shall defend, indemnify and hold harmless Leasing Agent from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or assert against, Leasing Agent for, with respect to, or as a direct emission or release from, the Property into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (defined below) which exists on, under or at the Property at any time during the term of

this Agreement, and from time to time, (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Statutes); and the foregoing provisions of the undertakings and indemnification set out shall survive the termination of this Agreement. For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, the "Statutes"), or any other hazardous, toxic or dangerous waste, substance or material.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but in the event any such provision should be held invalid or unenforceable, the remaining provisions hereof shall be not be affected thereby.

[Signatures contained on following page]

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the day and year first above written.

LEASING AGENT:

OAKHURST REALTY PARTNERS LLC,
a Georgia limited liability company

By: ______________________

Name: A. Barton Lester

Title: Qualifying Broker

Georgia Firm # H-60748

OWNER:

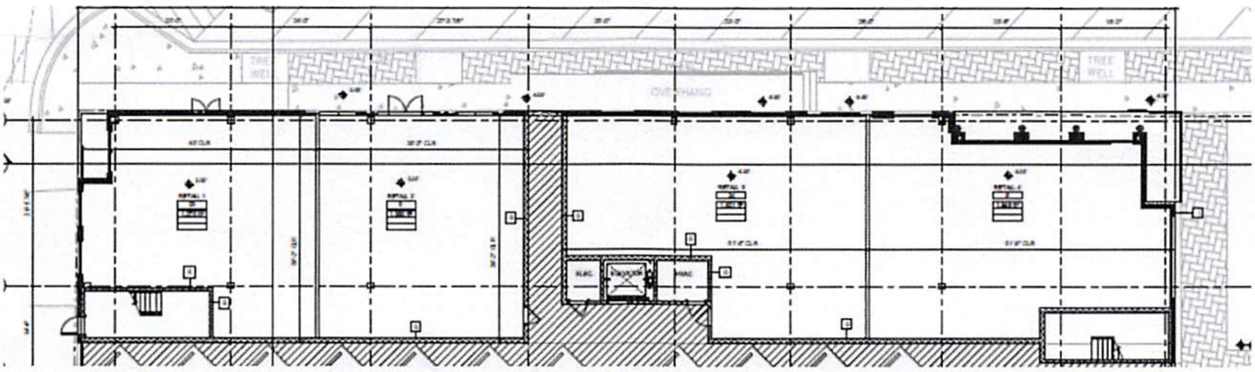
CITY OF FLOWERY BRANCH,
a political body corporate and politic of the State of Georgia

By: ______________________

Name: James Miller

Title: Mayor

Exhibit "A"



5318 Railroad Avenue, Flowery Branch, Georgia, being approximately 1450 square feet.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant Interim Improvements Project in the amount of $869,900

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
With the growth in population, there has also been growth in the amount of wastewater being treated. The current plant is reaching capacity and a plant expansion is being designed. The expansion project for the wastewater treatment plant invitation to bids is scheduled be let in April, 2022. Until the expansion project is completed, an interim improvement is needed to increase residence time for wastewater at the plant. This interim improvement project project will bring existing idled tanks on the plant site into use to increase residence time to improve ammonia treatment residence time.

FACTS AND ISSUES:
The city contracted with Black and Veatch to design interim improvements to the plant to increase wastewater treatment residence time and handle more capacity. This project and bid results are the results of that effort.

This project is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, project costs will be paid with grant funding through the American Rescue Plan Act of 2021.

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$869,900 American Rescue Plan Act of 2021 funding

RECOMMENDATION:
Approve Resolution 22-003: Award of Contract to Archer Western for the Wastewater Treatment Plant Interim Improvements Project in the amount of $869,900

SAMPLE MOTION:
I make a motion to approve Resolution 22-003, awarding the wastewater treatment plant interim improvement project contract to Archer Western in the amount of $869,900, authorizing the City Manager to sign the contract subject to approval by the city attorney, and and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Resolution 22-003 Executive Summary - WWTP Interim Project Award.pdf
- 22-003 Award of Contract to Archer Western.pdf
- FB WWTP Interim Improvements - Award Recommendation.pdf
- Arther Western - Form of Agreement.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Approval of Resolution 22-003: Wastewater Treatment Plant Interim Project Award

DATE: 2/24/2022

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $869,900

COUNCIL ACTION REQUESTED ON: Awarding a contract to Archer Western for interim improvements to the wastewater treatment plant.

PURPOSE: Upgrade the wastewater treatment plant to handle more wastewater and improve ammonia treatment residence time.

HISTORY: With the growth in population, there has also been growth in the amount of wastewater being treated. The current plant is reaching capacity and a plant expansion is being designed. The expansion project for the wastewater treatment plant invitation to bid is scheduled be let in April, 2022. Until the expansion project is completed, an interim improvement is needed to increase residence time for wastewater at the plant. This interim improvement project will bring existing idled tanks on the plant site into use to increase residence time to improve ammonia treatment residence time.

FACTS AND ISSUES: The city contracted with Black and Veatch to design interim improvements to the plant to increase wastewater treatment residence time and handle more capacity. This project and bid results are the results of that effort.

This project is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, project costs will be paid with grant funding through the American Rescue Plan Act of 2021.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 22-003, awarding the wastewater treatment plant interim improvement project contract to Archer Western in the amount of $869,900, authorizing the City Manager to sign the contract subject to approval by the city attorney, and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

DEPARTMENT: Administration and Wastewater

PREPARED BY: City Manager

RESOLUTION 22-003

AWARD OF CONTRACT TO ARCHER WESTERN FOR THE WASTEWATER TREATMENT PLANT INTERIM IMPROVEMENTS PROJECT

WHEREAS, the City of Flowery Branch owns and operates a water and wastewater system which includes a Wastewater Treatment Plant; and

WHEREAS, the Wastewater Treatment Plant is in need of interim improvements until the plant expansion project is complete; and

WHEREAS, the City of Flowery Branch received four qualified bids ranging from $1,049,900 to $2,029,117, with Archer Western qualifying as the preferred low bidder; and

WHEREAS, the City has the option to deduct Alternate B $180,000 from the Arther Western's bid for the monthly lease of blowers; and

WHEREAS, the total expenditure for this contract shall not exceed $869,900 which includes a contingency of $100,000; and

WHEREAS, that said expenditure shall be from Fund 230 – American Rescue Plan Act of 2021 as a qualified expense of the Clean Water State Revolving Fund (CWSRF).

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch to authorize the award of a contract to Archer Western in the amount of $869,900, and authorize the City Manager to sign the contract subject to the approval of the City Attorney.

BE IT FURTHERMORE RESOLVED that this budget amendment is hereby adopted.

SO RESOLVED this 3rd day of March 2022.

Attest:

____
Edward R. Asbridge, Mayor

____
Shelia R. Cooper, City Clerk

Approved as to form:

____
E. Ronald Bennett, Jr., City Attorney

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

February 22, 2022

Ms. Tonya Parrish, City Manager
City of Flowery Branch, GA
5410 West Pine Street
Flowery Branch, GA 30452

VIA EMAIL

RE: Flowery Branch WWTP – Interim Improvements
Award Recommendation Letter

Dear Ms. Parrish:

On February 17, 2022, the city received and opened the bids for the Wastewater Treatment Plant Interim Improvements project. The results are as follows:

No.	Contractor Name	Base Bid	Deductive Alt A	Deductive Alt B
1	IHC Construction Company	$ 1,417,000.00	$ 1,900.00	$ 6,200.00
2	WWIS, LLC	$ 2,029,117.15	$ -	$ -
3	Southern Champion Construction, Inc.	$ 1,347,055.00	$ 25,000.00	$ 160,000.00
4	Archer Western	$ 1,049,900.00	$ 3,400.00	$ 180,000.00

Archer Western is the low bidder. They have experience constructing wastewater treatment plant projects, including projects for the Cities of Cartersville and Cumming, Cobb County-Marietta Water Authority, and Fulton County DPW.

The base bid includes all work shown in the contract documents, while the deductive alternates, if accepted, reduce the base bid. Deductive alternate A deals with the installation of rented blower equipment, while deductive alternate B is the cost of blower rental over a 24-month period[1].

The city can rent the blowers directly from the vendor at a price of $2,900 per month per blower, or a total of $139,200 over 24 months. Accepting deductive alternate B would bring the contract price to $869,900 and save the city $40,800. We recommend rejecting deductive alternate A, as we think it best to have only one contractor active on a construction site to prevent conflicts.

[1] The bid from IHC Construction expressed Deductive Alternate B in monthly terms. Archer Western and Southern Champion Construction's are lump sum values.

3011 Sutton Gate Dr.
Suite 130
Suwanee, GA 30024
770.831.9000 TEL
CPLTeam.com

Accordingly, we recommend the city award Archer Western the contract and accept deductive alternate B, which brings the contract price to $869,900. Further, we recommend the city council authorize staff to rent blowers directly from the blower vendor in an amount not to exceed $2,900 per month.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

DocuSigned by:

DA066B7A3BD341A...

Rich Edinger, P.E.
Vice President

cc: file

Section 00 52 13

AGREEMENT

This Agreement is by and between **City of Flowery Branch** (“Owner”) and ____ (“Contractor”).

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

2.01. The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

This project consists of interim improvements at the Flowery Branch WRF to maximize capacity at the plant pending installation of a new facility.

ARTICLE 2 – WORK.

2.01. Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 3 – ENGINEER.

3.01. The Project improvements have been designed by Black & Veatch Corporation, 6 Concourse Parkway, Suite 1600, Atlanta, GA 30328, who is referred to in the Contract Documents as Engineer. Engineer is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02. Contract Times.

A. The Contract Times shall be as indicated in Contractor's Bid. The Work shall be substantially completed within the number of days indicated in the Contractor's Bid after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of days indicated in Contractor's Bid after the date when the Contract Times commence to run.

4.03. Liquidated Damages.

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the following amounts for each day that expires after such time until the Work is completed and ready for final payment.

Item	Liquidated Damages, Per day
Substantial Completion of the Work	$_ _ _ _**400** _ _ _ _ _ _ _ _ _
Completion of all Work	$_ _ _ _**200**_ _ _ _ _ __ _ _ _

A. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

B. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

ARTICLE 5 – CONTRACT PRICE.

5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount tabulated as follows:

Lump Sum Evaluated Base Bid Price	$_______________
Alternate A (deduct)	*$_______________*
Alternate B (deduct)	*$_______________*
Contingency Allowance	***$ 100,000***

Total Contract Price: ____________________________ ($____________)
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02. Progress Payments; Retainage.

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in Division 1, General Requirements.

B. Prior to Substantial Completion, Owner will retain from progress payments, less the aggregate of payments previously made and less such amounts as Engineer shall determine or Owner may withhold in accordance with Paragraph 15.01.C of the General Conditions, an amount equal to the following percentages:

1. Until the Work is 50 percent completed, retainage will be 10 percent of Work completed.

2. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage on account of Work subsequently completed.

3. Retainage will be 10 percent of the cost of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01.B.1 of the General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

4. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

5. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

6. Consent of the Surety shall be obtained before any retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

6.03. Final Payment.

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

ARTICLE 7 – INTEREST - Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

8.01. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) safety precautions and programs incident thereto.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

A. The Contract Documents consist of the following:

1. This Agreement

2. Bonds:

   a. Performance bond

   b. Payment bond

3. General Conditions

4. Supplementary Conditions

5. Specifications as listed in the table of contents.

6. Drawings (not attached but incorporated by reference) consisting of **14** sheets, with each sheet bearing the following general title:

7. Addenda

8. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid.

   b. Notice to Proceed.

9. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

   a. Work Change Directives.

   b. Change Orders.

   c. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02. Assignment of Contract.

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03. Successors and Assigns.

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on ______________________________ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
______________________________	______________________________
By:__________________________	By:__________________________
Title:________________________	Title:________________________ *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)*
Attest:_______________________	Attest:_______________________
Title:________________________	Title:________________________
Address for giving notices:	Address for giving notices:
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
Approved as to Form	***Contractor's License No. _____***
______________________________	***Expiration Date*** ______________
______________________________ ***Attorney for Owner***	

End of Section

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Resolution 22-004: Declaration that an Emergency Exists and Approval of Wastewater Treatment Plant Interim Project – Blower Rental

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
Residence time for ammonia treatment has been falling. This project will bring existing idled tanks on the plant site into use to increase said residence time to improve ammonia treatment. As the plant treats more and more wastewater, and as temperatures rise in the Spring and Summer months, ammonia will be more of an issue. By installing more blowers, these issues will be minimized.

FACTS AND ISSUES:
The city contracted with Black and Veatch to design interim improvements to the plant to increase ammonia treatment residence time. Archer Western, the preferred low bidder for the construction of the interim improvements proposed a Deductive Alternate B for blower rental for 24 months of $180,000. Aerzen will rent blowers directly to the City for 24 months at a total cost of $139,200. Renting blowers directly from Aerzen will save the city $40,800 over having the contractor pay for the rental.

The blower rental is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, this expense will be paid with grant funding through the American Rescue Plan Act of 2021.

Per the city's purchasing policy this qualifies as an emergency purchase as there exists a threat to public health, safety or welfare or to the soundness and integrity of public property or the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time. The blowers were included as a part of this solicitation, but as stated above we are requesting a deduct so we can procure them separately as this will be more cost efficient. However, time is of the essence as blowers help take chemicals out of the wastewater as a part of the treatment process. One of the chemicals present is ammonia, and as the temperatures rise in the next few months, the density of the air will cause more of an issue which will cause a noticeable smell if the wastewater is not aerated with these blowers. The presence of too much ammonia will also cause permit violations with EPD. It is imperative that we get the blowers rented and installed as soon as possible.

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$139,200 total ($5,800 monthly over 24 months) - American Rescue Plan Act of 2021 Fund 230

RECOMMENDATION:
Approve authorization for staff to execute the necessary paperwork to rent blowers for improvements to the wastewater treatment plant.

SAMPLE MOTION:
I make a motion to approve Resolution 22-004, authorizing the City Manager to sign a rental agreement with Aerzen, subject to approval by the City Attorney, and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

COLLABORATING DEPARTMENT:
Water/Wastewater

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Resolution 22-004 -Executive Summary - Rental of Blowers WWTP.pdf
- FB WWTP Interim Improvements - Award Recommendation.pdf
- 22-004 Declaration that an Emergency Exists and Approval of Wastewater Treatement Plant Interim Project - Blower Rental.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 22-004: Approval of Wastewater Treatment Plant Interim Project – Blower Rental

DATE: 2/24/2022

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $139,200

COUNCIL ACTION REQUESTED ON: Authorizing the City Manager to execute an emergency agreement to rent blowers for improvements to the wastewater treatment plant.

PURPOSE: By accepting Deductive Alternate B of the WWTP Interim Improvements Project bid proposal from Archer Western, the City can save $40,800 on renting the necessary blower equipment for use in the project immediately.

HISTORY: Residence time for ammonia treatment has been falling. This project will bring existing idled tanks on the plant site into use to increase said residence time to improve ammonia treatment. As the plant treats more and more wastewater, and as temperatures rise in the Spring and Summer months, ammonia will be more of an issue. By installing more blowers, these issues will be minimized.

FACTS AND ISSUES: The city contracted with Black and Veatch to design interim improvements to the plant to increase ammonia treatment residence time. Archer Western, the preferred low bidder for the construction of the interim improvements proposed a Deductive Alternate B for blower rental for 24 months of $180,000. Aerzen will rent blowers directly to the City for 24 months at a total cost of $139,200. Renting blowers directly from Aerzen will save the city $40,800 over having the contractor pay for the rental.

The blower rental is an eligible expenditure under the Clean Water State Revolving Fund (CWSRF); therefore, this expense will be paid with grant funding through the American Rescue Plan Act of 2021.

Per the city's purchasing policy this qualifies as an emergency purchase as there exists a threat to public health, safety or welfare or to the soundness and integrity of public property or the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time. The blowers were included as a part of this solicitation, but as stated above we are requesting a deduct so we can procure them separately as this will be more cost efficient. However, time is of the essence as blowers help take chemicals out of the wastewater as a part of the treatment process. One of the chemicals present is ammonia, and as the temperatures rise in the next few months, the density of the air will cause more of an issue which will cause a noticeable smell if the wastewater is not aerated with these blowers. The presence of too much ammonia will also cause permit violations with EPD. It is imperative that we get the blowers rented and installed as soon as possible.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 22-004, authorizing the City Manager to sign an emergency rental agreement with Aerzen, subject to approval by the City Attorney, and authorizing funding from the American Rescue Plan Act of 2021 – Fund 230.

DEPARTMENT: Administration and Wastewater

Prepared by: City Manager

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

February 22, 2022

Ms. Tonya Parrish, City Manager
City of Flowery Branch, GA
5410 West Pine Street
Flowery Branch, GA 30452

VIA EMAIL

RE: Flowery Branch WWTP – Interim Improvements
Award Recommendation Letter

Dear Ms. Parrish:

On February 17, 2022, the city received and opened the bids for the Wastewater Treatment Plant Interim Improvements project. The results are as follows:

No.	Contractor Name	Base Bid	Deductive Alt A	Deductive Alt B
1	IHC Construction Company	$ 1,417,000.00	$ 1,900.00	$ 6,200.00
2	WWIS, LLC	$ 2,029,117.15	$ -	$ -
3	Southern Champion Construction, Inc.	$ 1,347,055.00	$ 25,000.00	$ 160,000.00
4	Archer Western	$ 1,049,900.00	$ 3,400.00	$ 180,000.00

Archer Western is the low bidder. They have experience constructing wastewater treatment plant projects, including projects for the Cities of Cartersville and Cumming, Cobb County-Marietta Water Authority, and Fulton County DPW.

The base bid includes all work shown in the contract documents, while the deductive alternates, if accepted, reduce the base bid. Deductive alternate A deals with the installation of rented blower equipment, while deductive alternate B is the cost of blower rental over a 24-month period[1].

The city can rent the blowers directly from the vendor at a price of $2,900 per month per blower, or a total of $139,200 over 24 months. Accepting deductive alternate B would bring the contract price to $869,900 and save the city $40,800. We recommend rejecting deductive alternate A, as we think it best to have only one contractor active on a construction site to prevent conflicts.

[1] The bid from IHC Construction expressed Deductive Alternate B in monthly terms. Archer Western and Southern Champion Construction's are lump sum values.

Accordingly, we recommend the city award Archer Western the contract and accept deductive alternate B, which brings the contract price to $869,900. Further, we recommend the city council authorize staff to rent blowers directly from the blower vendor in an amount not to exceed $2,900 per month.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

DocuSigned by:
DA066B7A3BD341A...

Rich Edinger, P.E.
Vice President

cc: file

RESOLUTION 22-004

DECLARATION THAT AN EMERGENCY EXISTS AND APPROVAL WASTEWATER TREATMENT PLANT INTERIM IMPROVEMENTS PROJECT – BLOWER RENTAL

WHEREAS, the City of Flowery Branch owns and operates a water and wastewater system which includes a Wastewater Treatment Plant; and

WHEREAS, the Wastewater Treatment Plant is in need of interim improvements until the plant expansion project is complete; and

WHEREAS, Archer Western's bid proposal was deemed the preferred low bid for construction for the interim improvements project; and

WHEREAS, Archer Westerns bid proposal included a Deductive Alternate B at a cost of $180,000 for the rental of blowers for 24 months: and

WHEREAS, the City can rent blowers directly from Aerzen for 24 months at a cost of $132,900 for an interim improvement cost savings of $40,800; and

WHEREAS, the total expenditure for the blower rental through Aerzen shall not exceed $139,200 ($5,800 monthly for 24 months for two blowers); and

WHEREAS, there exists and emergency per the city's purchasing policy as there exists an emergency constituting a threat to public health, safety or welfare or to the soundness and integrity of public property or the delivery of essential services and where the adverse effects of such emergency may worsen materially with the passage of time; and

WHEREAS, the said expenditure shall be from fund 230 – American Rescue Plan Act of 2021 as a qualified expense of the Clean Water State Revolving Fund (CWSRF).

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch finds that the immediate need to effectively remove ammonia from waste water by aerating same with additional blowers constitute an emergency per the City's purchasing policy and authorizes the City Manager to execute an agreement with Aerzen to rent blowers for emergency improvements to the wastewater treatment plant, subject to approval by the City Attorney. The amount shall not exceed $139,200, and funding allocation will be through fund 230- The American Rescue Plan Act of 2021.

BE IT FURTHERMORE RESOLVED that this budget amendment is hereby adopted.

SO RESOLVED this 3rd day of March 2022.

Attest: ______________________________

Edward R. Asbridge, Mayor

____

Shelia R. Cooper, City Clerk

Approved as to form:

____

E. Ronald Bennett, Jr., City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Approving Task Order FBR22001 - Well System Development Studies by Infratec Consultants, Inc.

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
This project involves preparing documentation and tests required to obtain approval of two wells for use as water supplies for the City. The City currently operates three wells for supplying water to its water customers. The two larger wells have approximate capacities of 180 gallons per minute (gpm) and 220 gpm. The wells cannot be pumped continuously without decreasing the life of the wells. Additional water supply is required to meet the future needs of the City.

The wells are known locally as the Henderson well and the Waterstone well. The diameters of these wells are 12-inch and 8-inch, respectively. Before these wells can be approved as a water source various tests must be performed. These include water chemistry, microscopic particulate analysis (MPA), and a 48-hour pumping test. The pumping test is to observe the well drawdown at various pumping rates and also to observe the well recovery after pumping is discontinued. The results from this test allow the production capacity of the well to be determined.

The required tests have previously been performed for the Henderson well. All of the results were satisfactory and the well capacity was determined to be approximately 350 gpm. The same tests must now be performed for the Waterstone well.

FACTS AND ISSUES:
The various documents required by Georgia EPD will be prepared by A&S Environmental Services. Their scope of work includes interpreting the chemical and biological data, observing the well pump test and developing an estimated well capacity.

The 48-hour pumping test will be done by Hand Services Company. They will also be responsible for taking the chemical samples and getting the samples to the laboratory with the exception of the gross alpha test. This firm provided similar services for testing of the Henderson well and did excellent work.
Infratec will manage the project for the City. The scope of work will include developing work plans with the subconsultants, coordination with all parties involved in the project, primarily the City, A&S, and Hand Services, monitoring the work as it progresses, including observation of the pumping test, providing Council briefings as needed and generally making sure that the City is satisfied with the work. A&S will be the primary contact with Georgia EPD.

Our goal is to have the project completed by the end of June, 2022. However, we are not completely in control of the schedule. Since we should not do the pump test until we receive approval on the wellhead protection issue and the possible casing thickness issue, we are dependent on Georgia EPD to do their work in a timely way.

The total cost for the work described above will be broken down approximately as follows:

A&S Environmental Services Scope of Work	$12,104	
Hand Services Scope of Work	$21,300	
Project Management – Infratec	$5,400	
TOTAL		$38,804

This project is included in the Wastewater Capital Projects Fund with a current budget of $50,000.

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
Water and Wastewater Capital Projects Fund - $50,000

RECOMMENDATION:
The purpose of this task order is to authorize the engineer to provide engineering services related to the expansion of the City's drinking water well system.

SAMPLE MOTION:
I make a motion authorizing Mayor and Council to approve Task Order FBR22001 – Well System Development Studies to Infratec, Inc. in the amount of $38,804 and authorizing the City Manager to execute all necessary documents.

COLLABORATING DEPARTMENT:
Water/Wastewater

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS
- Task Order FBR22001 -Well System Development Studies.pdf
- Task Order FBR22001 Executive Summary.pdf

TASK ORDER FBR22001

WELL SYSTEM DEVELOPMENT STUDIES

CONTRACT

This Task Order is issued pursuant to the Agreement for Engineering Services between the City of Flowery Branch and Infratec Consultants, Inc. (Infratec) dated February 24, 2017 ("Contract"). Defined terms in this Task Order shall have the meaning given in the Contract and the provisions of the Contract shall govern the performance of work provided hereunder.

PURPOSE

The purpose of this TASK ORDER is to authorize the ENGINEER to provide engineering services related to the expansion of the City's drinking water well system.

SCOPE OF WORK

THE SCOPE OF WORK of this project is to provide engineering and geological services for the expansion and modification of the City's drinking water well system, including:

- Conducting 48-hour aquifer test, water chemistry and MPA test
- Preparation of various documents required by EPD for well approval
- Monitoring and analysis of 48-hour aquifer pumping and recovery test
- Project Management

This Task Order presents our understanding of the project, our proposed scope of work for the project, and our budget and schedule for the project.

PROJECT UNDERSTANDING

This project involves preparing documentation and tests required to obtain approval of two wells for use as water supplies for the City. The City currently operates three wells for supplying water to its water customers. The two larger wells have approximate capacities of 180 gallons per minute (gpm) and 220 gpm. The wells cannot be pumped continuously without decreasing the life of the wells. Additional water supply is required to meet the future needs of the City.

Two wells owned by the State of Georgia are available for purchase. The wells are known locally as the Henderson well and the Waterstone well. The diameters of these wells are 12-inch and 8-inch, respectively. Before these wells can be approved as a water source various tests must be performed. These include water chemistry, microscopic particulate analysis (MPA), and a 48-hour pumping test. The pumping test is to observe the well drawdown at various pumping rates and also to observe the well recovery after pumping is discontinued. The results from this test allow the production capacity of the well to be determined.

The required tests have previously been performed for the Henderson well. All of the results were satisfactory and the well capacity was determined to be approximately 350 gpm. The same tests must now be performed for the Waterstone well.

The various documents required by Georgia EPD will be prepared by A&S Environmental Services. Their scope of work includes interpreting the chemical and biological data, observing the well pump test and developing an estimated well capacity.

The 48-hour pumping test will be done by Hand Services Company. They will also be responsible for taking the chemical samples and getting the samples to the laboratory with the exception of the gross alpha test. This firm provided similar services for testing of the Henderson well and did excellent work.

Budget and Schedule

The cost for the work described above will be broken down approximately as follows:

A&S Environmental Services Scope of Work	$12,104
Hand Services Scope of Work	$21,300
Project Management - Infratec	$5,400
	$38,804

Infratec will manage the project for the City. The scope of work will include developing work plans with the subconsultants, coordination with all parties involved in the project, primarily the City, A&S, and Hand Services, monitoring the work as it progresses, including observation of the pumping test, providing Council briefings as needed and generally making sure that the City is satisfied with the work. A&S will be the primary contact with Georgia EPD.

The work scopes provided by A&S and Hand Services are provided as Attachment A and Attachment B.

Our goal is to have the project completed by the end of June, 2022. However, we are not completely in control of the schedule. Since we should not do the pump test until we receive approval on the wellhead protection issue and the possible casing thickness issue, we are dependent on Georgia EPD to do their work on a timely way.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original.

Date of Council approval:

____

Recommended:

____
City Manager

Infratec Consultants, Inc.
ENGINEER

BY:

____
Signature

__Robert W. Troxler______________
Typed Name

President ___________
Title

____
Date

Attest
By: ___________________________

City of Flowery Branch
OWNER

BY:

____
Signature

____
Typed Name

Mayor
City of Flowery Branch
Title

____
Date

Attest
By: ___________________________

Attachment A

A&S Environmental Services Scope of Work and Budget

Gmail

Robert Troxler <rwtroxler@gmail.com>

Revised A&S Cost Estimate

1 message

Bob Atkins <robertlatkins@gmail.com> Tue, Jan 25, 2022 at 1:44 PM
To: Robert Troxler <rwtroxler@gmail.com>, jimmydfb@flowerybranchga.org

Attached is a revised cost estimate.

Thanks!

Flowery Branch Waterstone Cost Estimate001.pdf
347K

A ENVIRONMENTAL SERVICES, INC.
COST ESTIMATE WATERSTONE AQUIFER TEST

Task One - Preparation of letters for approval of existing work on Waterstone and Henderson Wells

Time for preparation of the casing variance request, approval of the well data sheets and wellhead protection application (Includes expenses)	1 LS	$3,000.00		$3,000.00
			Subtotal:	**$3,000.00**

Task Two 48- Hour Aquifer Test with up to 48 hours Recovery per Well

48 ~~72~~ hour Aquifer Test:	1 test(s)	$6,500.00	per test	$6,500.00
Electronic monitoring equipment rental:	1 wells	$300.00	per well	$300.00
Mileage:	186 miles	$0.56	mile	$104.16
Data analysis and reporting:	1 report(s)	$2,000.00	per test	$2,000.00
Gross alpha radiological test			**Subtotal:**	**$8,904.16**
				200.00
			Total:	~~**$11,904.16**~~ 12,104.16

Robert L Atkins
1/25/2022

RWT 02/02/2022
DISCUSSED CHANGES
WITH ATKINS

Gmail

Robert Troxler <rwtroxler@gmail.com>

Gross Alpha

1 message

Bob Atkins <robertlatkins@gmail.com> Tue, Feb 1, 2022 at 5:03 PM
To: Robert Troxler <rwtroxler@gmail.com>, jimmydfb@flowerybranchga.org

Bob,

I did not include the gross alpha cost in the Hand Service Company cost estimate. My cost for the chemistry and shipping fees should not exceed $200.00.

Thanks,

Bob A

Attachment B

Hand Services Scope of Work and Budget

Gmail

Robert Troxler <rwtroxler@gmail.com>

Fwd: Flowery Branch 48 test

1 message

Bob Atkins <robertlatkins@gmail.com>
To: Robert Troxler <rwtroxler@gmail.com>

Mon, Jan 31, 2022 at 2:43 PM

Bob,

Attached is Hand Service Company Cost Estimate to provide equipment, aquifer test, and chemistry.

Any questions, give me a call.

Bob

---------- Forwarded message ---------
From: <wendy@handserviceco.com>
Date: Mon, Jan 31, 2022 at 2:17 PM
Subject: Flowery Branch 48 test
To: Bob Atkins <robertlatkins@gmail.com>

Bob,

See attached. Let me know if you have any questions or need any changes.

Thank you,

Wendy McCormick

Hand Service Co., Inc.

110 Greenbrook Dr.

Hazel Green, Al 35750

256-828-1892

Flowery Branch 48 test.docx
107K

HAND SERVICE COMPANY

256.509.2189 256.828.1892

110 Greenbrook Dr Hazel Green, Al 35750

Sales · Service · Installation

January 31, 2022

Flowery Branch

	48-hour Aquifer Test and Recovery	Qty	Price	Total
1.	Mobilization/demobilization of equipment/materials/crew	1	4,500.00	4,500.00
2.	Set and remove test pump. 500 gpm pump	1	3,000.00	3,000.00
3.	Discharge and piping	1	1,000.00	1,000.00
4.	Generator, testing, and recovery monitoring assist.	50 hrs.	180.00	9,000.00
5.	Water Chemistry Georgia Agricultural Laboratory (EPD Source Water Approval W-33) and MPA Test	1	2,300.00	2,300.00
6.	Per-Diem	4 days	375.00	1,500.00
	Total			**$21,300.00**

Please feel free to give us a call if you have any questions.

Thanks,

Brad Hand

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Approval of Task Order FBR22001, Well System Development Studies by Infratec Consultants Inc.

DATE: 2/22/2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $38,804

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: 3/3/2022

PURPOSE:
The purpose of this task order is to authorize the engineer to provide engineering services related to the expansion of the City's drinking water well system.

HISTORY:
This project involves preparing documentation and tests required to obtain approval of two wells for use as water supplies for the City. The City currently operates three wells for supplying water to its water customers. The two larger wells have approximate capacities of 180 gallons per minute (gpm) and 220 gpm. The wells cannot be pumped continuously without decreasing the life of the wells. Additional water supply is required to meet the future needs of the City.

The wells are known locally as the Henderson well and the Waterstone well. The diameters of these wells are 12-inch and 8-inch, respectively. Before these wells can be approved as a water source various tests must be performed. These include water chemistry, microscopic particulate analysis (MPA), and a 48-hour pumping test. The pumping test is to observe the well drawdown at various pumping rates and also to observe the well recovery after pumping is discontinued. The results from this test allow the production capacity of the well to be determined.

The required tests have previously been performed for the Henderson well. All of the results were satisfactory and the well capacity was determined to be approximately 350gpm. The same tests must now be performed for the Waterstone well.

FACTS AND ISSUES:
The various documents required by Georgia EPD will be prepared by A&S Environmental Services. Their scope of work includes interpreting the chemical and biological data, observing the well pump test and developing an estimated well capacity.

The 48-hour pumping test will be done by Hand Services Company. They will also be responsible for taking the chemical samples and getting the samples to the laboratory with the exception of the gross alpha test. This firm provided similar services for testing of the Henderson well and did excellent work.

Infratec will manage the project for the City. The scope of work will include developing work plans with the subconsultants, coordination with all parties involved in the project, primarily the City, A&S, and Hand Services, monitoring the work as it progresses, including observation of the pumping test, providing Council briefings as needed and generally making sure that the City is satisfied with the work. A&S will be the primary contact with Georgia EPD.

Our goal is to have the project completed by the end of June, 2022. However, we are not completely in control of the schedule. Since we should not do the pump test until we receive approval on the wellhead protection issue and the possible casing thickness issue, we are dependent on Georgia EPD to do their work in a timely way.

The total cost for the work described above will be broken down approximately as follows:

A&S Environmental Services Scope of Work	$12,104
Hand Services Scope of Work	$21,300
Project Management – Infratec	$5,400
TOTAL	**$38,804**

This project is included in the Wastewater Capital Projects Fund with a current budget of $50,000.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION:
I make a motion authorizing Mayor and Council to approve Task Order FBR22001 – Well System Development Studies to Infratec, Inc. in the amount of $38,804 and authorizing the City Manager to execute all necessary documents.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Resolution 22-005 Opposing HB 1093 and SB 494

COUNCIL MEETING DATE: March 3, 2022

HISTORY:
HB 1093 and SB 494 were introduced in early February as preemption bills. The bills are slightly different but have in common the limitation of a local government's ability exercise its power to zone which currently includes the power to regulate rental uses on residentially zoned or used properties.

FACTS AND ISSUES:
HB 1093 and SB 494 both prohibit a local government from restricting long term rental agreements, which the House defines as "30 days duration" and the Senate defines as "12 months." These bills appear to be intended to ease the ability of developers to purchase property and build residential neighborhoods that are 100% rentals or "build-to-rent" neighborhoods. Both bills would penalize local governments for restricting long term residential rental uses by waiving sovereign immunity up to $1,000,000 and allowing pre-judgment interest on any award of damages. HB 1093 additionally disqualifies local governments from receiving any "financial funds, assistance or grants from the Department of Community Affairs." While SB 494 adds a more onerous penalty of the loss of qualified local government status for 6 months which could impact a wider scope of financial benefits beyond those administered by DCA.

The concern with these bills is the erosion of local government control and autonomy pertaining to the exercise of zoning power. The Georgia Municipal Association is formally opposing the bill, not because of opposition to 100% rentals or "build-to-rent" residential subdivisions, but to preserve local control and autonomy over zoning decisions. The bills have been met with wide opposition from members of the General Assembly and from other municipalities.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval of HB 1093 and SB 494

SAMPLE MOTION:

I make a motion to approve Resolution No.22-005, Opposing HB 1093 and SB 494 and opposing limitations on the City of Flowery Branch's authority to make housing, land use and zoning decisions within its geographical boundaries.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Resolution Opposing Rental Restrictions HB1093 and SB494.docx
- Executive Summary Opposing Rental Restrictions HB1093 and SB 494.doc

RESOLUTION NO. 22-005

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLOWERY BRANCH, GEORGIA, OPPOSING HB 1093 AND SB 494 AND OPPOSING LIMITATIONS ON A MUNICIPALITY'S AUTHORITY TO MAKE HOUSING, LAND USE AND ZONING DECISIONS WITHIN A LOCAL GOVERNMENT'S GEOGRAPHICAL BOUNDARIES

WHEREAS, Mayor and Council for the City of Flowery Branch, Georgia ("City") have reviewed HB 1093 and SB 494 ("Bills"), currently being considered in the Georgia General Assembly; and

WHEREAS, the Bills would prohibit local governments from addressing newly developed corporate rental subdivisions through any regulation, restriction or condition that is not the same for single-family residential areas; and

WHEREAS, the Bills are aimed at allowing unlimited access for corporations to develop "build to rent" subdivisions which vary greatly in price, quality, management and tenant protections; and

WHEREAS, the City opposes the Bills for a number of reasons, including the fact that the Georgia Constitution recognizes zoning and land use decisions are core functions of local governments, and housing is a large component of those decisions; and

WHEREAS, local elected officials are responsible for ensuring affordable, predictable housing options within their respective communities; and

WHEREAS, such housing and land use decisions are best made at the local level through comprehensive planning and citizen input; and

WHEREAS, to ensure vibrant and sustainable communities, local governments require flexibility to decide what is appropriate for their community's neighborhoods; and

WHEREAS, home ownership is a financial asset that historically has been affordable to all economic levels; and

WHEREAS, rising costs in construction, land and materials are pushing the reality of home ownership further from the reach of more and more Americans, particularly young families; and

WHEREAS, home ownership and the growing equity value it provides is a source of capital for families to start businesses, send children to college, build retirement nest eggs, provide financial resources during financial emergencies, offer an asset to provide services such as assisted living or nursing care or cover a myriad other financial and economic resources to weather life challenges; and

WHEREAS, these and other benefits are why preserving opportunities for homeownership has long been a high priority of public policy in the United States; and

WHEREAS, good public policy requires a balance of housing options to meet individual needs; however, the Bills remove local decision making from the type and mix of housing available; and

WHEREAS, the superiority of local determination of the type of housing available in a community is one reason why local governmental control of zoning and land use is enshrined in Georgia's State Constitution; and

WHEREAS, the removal of local oversight and the negating of local policy goals inherent in the Bills allows outside forces to determine the type of housing available in a community with no need to work with existing community stakeholders wishing to have a voice in the process; and

WHEREAS, protecting property rights is an important component of good public policy, but good public policy also takes into consideration the property rights, property values and the neighborhood characteristics that purchasers relied on when investing their lifesavings in their current home;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE Mayor and Council of the City of Flowery Branch, Georgia, that this governing body hereby objects to and opposes any legislation or act limiting a local government's authority to make land-use and zoning decisions within its geographical boundaries; and

BE IT FURTHER HEREBY RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing the City of Flowery Branch, and made available for distribution to the public and the press.

SO RESOLVED, this 3rd day of March, 2022.

____
Edward R. Asbridge, Mayor

____
Chris Mundy, Council Member Post 1

____
Vacant, Council Member Post 2

____
William McDaniel, Council Member Post 3

Signatures Continued Next Page

Joe Anglin, Council Member Post 4

Oliver McCellan, Council Member Post 5

ATTEST:

Shelia Cooper, City Clerk

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: CONSIDER RESOLUTION 22-005 OPPOSING HB 1093 AND SB 494

DATE: February 22, 2022

BUDGET INFORMATION: N/A

( ) RECOMMENDATION
(X) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: March 3, 2022

PURPOSE: The Mayor and Council became aware of HB 1093 and SB 494 and the limits the bills would place on the City's exercise of zoning power including the regulation of "build to rent" communities. At the direction of the Mayor and Council, the City Attorney drafted the attached resolution opposing these bills.

HISTORY: HB 1093 and SB 494 were introduced in early February as preemption bills. The bills are slightly different but have in common the limitation of a local government's ability exercise its power to zone which currently includes the power to regulate rental uses on residentially zoned or used properties.

FACTS AND ISSUES: HB 1093 and SB 494 both prohibit a local government from restricting long term rental agreements, which the House defines as "30 days duration" and the Senate defines as "12 months." These bills appear to be intended to ease the ability of developers to purchase property and build residential neighborhoods that are 100% rentals or "build-to-rent" neighborhoods. Both bills would penalize local governments for restricting long term residential rental uses by waiving sovereign immunity up to $1,000,000 and allowing pre-judgment interest on any award of damages. HB 1093 additionally disqualifies local governments from receiving any "financial funds, assistance or grants from the Department of Community Affairs." While SB 494 adds a more onerous penalty of the loss of qualified local government status for 6 months which could impact a wider scope of financial benefits beyond those administered by DCA.

The concern with these bills is the erosion of local government control and autonomy pertaining to the exercise of zoning power. The Georgia Municipal Association is formally opposing the bill, not because of opposition to 100% rentals or "build-to-rent" residential subdivisions, but to preserve local control and autonomy over zoning decisions. The bills have been met with wide opposition from members of the General Assembly and from other municipalities.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution No. 22-005 Opposing HB 1093 and SB 494 and opposing limitations on the City of Flowery Branch's authority to make housing, land use and zoning decisions within its geographical boundaries.

DEPARTMENT: Legal

Prepared by: E. Ronald Bennett, Jr., City Attorney