



**City of Flowery Branch
City Council Meeting
Thursday, April 04, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS:

NEW BUSINESS -WORK SESSION:

- Presentation of Potential Funding Source for WRF Expansion
- Consideration of proposals by Georgia Safe Sidewalks to repair sidewalks in Sterling on the Lake.
[ES - Safe Sidewalks in Sterling.pdf](#)
[Pods A-B-C-D-E and H.pdf](#)
[Flowery Branch Sterling Pods B & C Proposal 031724.pdf](#)
[Flowery Branch Sterling Pods D & E Proposal 031724.pdf](#)
[Flowery Branch Sterling Pod H Proposal 032224.pdf](#)
[Building Dates approx.pdf](#)
- Consider the First Reading of Ordinance 710 GMEBS Restated Defined Benefit Retirement Plan Adoption Agreement
[Executive Summary Ordinance 710 GMEBS Restated Adoption Agreement 2023.pdf](#)
[Flowery Branch Cover Memo 3 20 2024.pdf](#)
[Georgia Opinion Letter Defined Benefit Plan Third Cycle \(2020 Cumulative List\) \(4877-9792-2173.v1\) \(002\).pdf](#)
[Summary of Amendments 9 15 2023.pdf](#)
[Flowery Branch Adoption Agreement 3 20 2024.pdf](#)
[Georgia Amendment 1 to DB Basic Plan Document.pdf](#)
[Georgia GMEBS DB Pre-Approved Basic Plan Document for Third 6-Year Cycle \(Final\).pdf](#)

DEPARTMENT REPORTS: - a. City Manager Report

- b. City Clerk Report
- c. Department of Fun Report
- d. Finance Department Report
- e. Human Resources Report
- f. Planning Department Report
- g. Police Department Report
- h. Public Works & Utilities Report
- i. Attorney Report
- j. Council Report

ADJOURNMENT WORK SESSION:**VOTING SESSION AGENDA****CALL VOTING SESSION TO ORDER:****PUBLIC COMMENTS:** - Please limit to two minutes**CONSENT AGENDA:**

- Consider March 21, 2024 City Council Meeting Minutes
[Unofficial March 21, 2024 City Council Meeting Minutes.pdf](#)
- Consider March 21, 2024 Executive Session Minutes

UNFINISHED BUSINESS - VOTING SESSION:

- Consider the Second Reading of Ordinance 709, Adoption of the City of Flowery Branch Zoning Map.
[FlBr_OfficialZoningMap_Mar2024.pdf](#)
[Replacement of Official Zoning Map 1 18 24.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consideration of proposals by Georgia Safe Sidewalks to repair sidewalks in Sterling on the Lake.
[ES - Safe Sidewalks in Sterling.pdf](#)
[Pods A-B-C-D-E and H.pdf](#)
[Flowery Branch Sterling Pods B & C Proposal 031724.pdf](#)
[Flowery Branch Sterling Pods D & E Proposal 031724.pdf](#)
[Flowery Branch Sterling Pod H Proposal 032224.pdf](#)
[Building Dates approx.pdf](#)
- Consider the First Reading of Ordinance 710 GMEBS Restated Defined Benefit Retirement Plan Adoption Agreement
[Executive Summary Ordinance 710 GMEBS Restated Adoption Agreement 2023.pdf](#)
[Flowery Branch Cover Memo 3 20 2024.pdf](#)
[Georgia Opinion Letter Defined Benefit Plan Third Cycle \(2020 Cumulative List\) \(4877-9792-2173.v1\) \(002\).pdf](#)
[Summary of Amendments 9 15 2023.pdf](#)
[Flowery Branch Adoption Agreement 3 20 2024.pdf](#)
[Georgia Amendment 1 to DB Basic Plan Document.pdf](#)
[Georgia GMEBS DB Pre-Approved Basic Plan Document for Third 6-Year Cycle \(Final\).pdf](#)
- Consider the First Reading of Ordinance 711, an Annexation Request submitted by Mr. Carson Smith.

[Annexation Application.pdf](#)
[Variance Application.pdf](#)
[letter to county.pdf](#)
[letter to schools.pdf](#)
[Site Map of Property to Annexed and Rezoned.pdf](#)
[Staff Report 6300 Jones Rd.pdf](#)

[Ordinance 711 Annexation to Carson Smith at 6700 Jones Rd TB edits 3 28 24.pdf](#)

- Consider the First Reading of Ordinance 712, a Rezoning Request submitted by Mr. Carson Smith.

[Rezoning Application.pdf](#)

[Variance Application.pdf](#)

[letter to county.pdf](#)

[letter to schools.pdf](#)

[Site Map of Property to Annexed and Rezoned.pdf](#)

[Staff Report 6300 Jones Rd.pdf](#)

[Ordinance 712 Rezoning to Carson Smith at 6700 Jones Rd TB edits.pdf](#)

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: Presentation of Potential Funding Source for WRF Expansion

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

Previously, the city heard a presentation from Stifel about the potential of revenue bonds as a funding source for the WRF Expansion project. At that time, the city had received bids for the project and the low bid was \$52M. The city was seeking the funds as a value engineering effort was occurring to try to reduce costs of the low bid. The value engineering effort was not successful, the city then chose to issue an RFP for a construction manager at risk (CMAR), and the process started again utilizing some of the old plans, but had new components with the design of the plant and the processes to be used to treat water.

FACTS AND ISSUES:

Recently, during a presentation from the engineer and CMAR, it was shown that the new estimate was approximately \$45M. Efforts are ongoing to reduce costs from that number, but the time has come to look at other potential funding sources. The city already had a loan secured from GEFA (Georgia Environmental Finance Authority) for \$23.3M of which approximately \$20M is still available. Funding will need to be secured for the additional \$20-25M prior to issuing a Notice to Proceed (NTP) on the new plant which is currently scheduled for June 2024.

GEFA has also changed their rules on extending loans to local governments. The current maximum amount of a loan is \$12M. Funding options would have been explored anyway to determine what was best for the city and its ratepayers, but this requires another funding option besides GEFA.

OPTIONS:

Discussion only. No action to be taken.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Receive presentation of potential funding source of revenue bonds for the new wastewater treatment plant or water reclamation facility (WRF).

SAMPLE MOTION:

Discussion only. No action to be taken.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

-



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of proposals by Georgia Safe Sidewalks to repair sidewalks in Sterling on the Lake.

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

Previously, the city staff approved a quote for the repair of sidewalks throughout “Pod A” in Sterling on the Lake.

FACTS AND ISSUES:

There are several sidewalks through the city, and as a part of our sidewalk repair program, quotes were requested for the next, oldest pods in Sterling on the Lake. The city has sought quotes from Georgia Safe Sidewalks as the preparation for the quotes is free although very detailed. The city has been pleased with the professional services provided by Georgia Safe Sidewalks.

The quotes are as follows:

Pods B and C - \$48,935

Pods D and E - \$32,380

Pod H - \$12,920

As shown on the attachments, there is extensive work to be done throughout each of the pods B – E and H. Funding for this is in the Sidewalk Program in SPLOST VIII.

OPTIONS:

- 1) Accept the quote from Georgia Safe Sidewalks for all three pods and authorize the mayor or city manager to sign the quote for a purchase order to be let.
- 2) Accept the quote for one to three pods and authorize the mayor or city manager to sign the quote for a purchase order to be let.
- 3) Do not accept any of the quotes presented.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$94,235 - SPLOST

RECOMMENDATION:

Request council approval of three separate quotes for sidewalk repairs in three pods in Sterling on the Lake.

SAMPLE MOTION:

I move to approve the quotes from Georgia Safe Sidewalks in an amount not to exceed \$94,235 and authorize the mayor or city manager to sign the documents accepting the quote.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Safe Sidewalks in Sterling.pdf](#)
- [Pods A-B-C-D-E and H.pdf](#)
- [Flowery Branch Sterling Pods B & C Proposal 031724.pdf](#)
- [Flowery Branch Sterling Pods D & E Proposal 031724.pdf](#)
- [Flowery Branch Sterling Pod H Proposal 032224.pdf](#)
- [Building Dates approx.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consideration of proposals by Georgia Safe Sidewalks to repair sidewalks in Sterling on the Lake.

DATE: April 4, 2024

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**
☐ **STATUS REPORT**
☐ **OTHER**

BUDGET INFORMATION:
ANNUAL- \$94,235
CAPITAL-

COUNCIL ACTION REQUESTED ON: April 4, 2024

PURPOSE: The purpose of this item is to request council approval of three separate quotes for sidewalk repairs in three pods in Sterling on the Lake.

HISTORY: Previously, the city staff approved a quote for the repair of sidewalks throughout “Pod A” in Sterling on the Lake.

FACTS AND ISSUES: There are several sidewalks through the city, and as a part of our sidewalk repair program, quotes were requested for the next, oldest pods in Sterling on the Lake. The city has sought quotes from Georgia Safe Sidewalks as the preparation for the quotes is free although very detailed. The city has been pleased with the professional services provided by Georgia Safe Sidewalks.

The quotes are as follows:
Pods B and C - \$48,935
Pods D and E - \$32,380
Pod H - \$12,920

As shown on the attachments, there is extensive work to be done throughout each of the pods B –

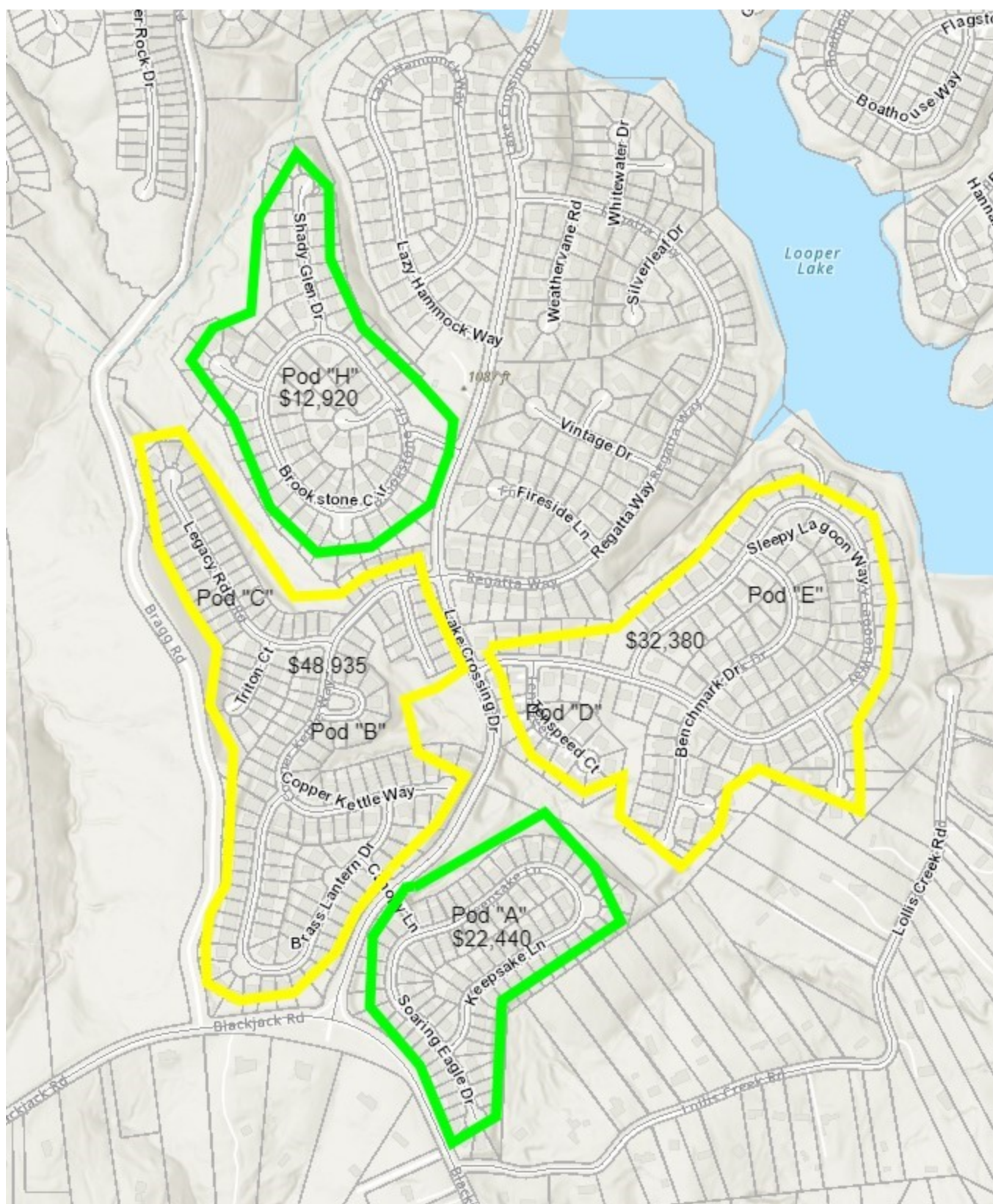
E and H. Funding for this is in the Sidewalk Program in SPLOST VIII.

OPTIONS: 1) Accept the quote from Georgia Safe Sidewalks for all three pods and authorize the mayor or city manager to sign the quote for a purchase order to be let.
2) Accept the quote for one to three pods and authorize the mayor or city manager to sign the quote for a purchase order to be let.
3) Do not accept any of the quotes presented.

RECOMMENDED SAMPLE MOTION: I move to approve the quotes from Georgia Safe Sidewalks in an amount not to exceed \$94,235 and authorize the mayor or city manager to sign the documents accepting the quote.

DEPARTMENT: Administration

Prepared by: Tonya Parrish





Sidewalk Inspection Summary And Repair Proposal



City of Flowery Branch
Sterling: Pods B & C
March 17, 2024





Inspection Results

Following is a summary of a visual inspection of walkways conducted by Georgia Safe Sidewalks. This summary identifies defects we have identified in your walkways and provides an offer to remove vertical displacements using our horizontal saw-cutting procedure. The vertical displacements we have identified in your walkways represent a safety risk to pedestrians and a liability risk to the property owner. The American's with Disabilities Act places responsibility to maintain safe access to pedestrians and sets very specific guidelines in regards to the repair of uneven walkways.

ADA Issues: Our inspection has identified 497 pedestrian safety issues in your walkways that can be considered violations of ADA guidelines.

This inspection and summary is based upon our personal knowledge of ADA Guidelines. It is intended to be as comprehensive as possible, but in no way guarantees full compliance. Issues may exist of which we are not aware or did not observe. Our specialty is identifying vertical displacements.

Vertical Displacements: 399 (80%) of the ADA violations identified in this risk assessment are vertical displacements that can be removed with our repair process.

Potential Savings: Using Georgia Safe Sidewalks to remove the vertical displacements identified in this risk assessment will improve pedestrian safety and compliance with ADA at a savings of approximately \$168,000 versus traditional methods such as demolition and replacement.



Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

This is What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite mapping technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a detailed summary identifying locations for issues that cannot be remedied with our repair process.





Policies & Support Materials

Sole Source versus Bidding: Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to “bid” a project, then this proposal should **not** be considered as our official bid. If you want a project bid, then **you** will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for your sidewalk maintenance responsibilities to Georgia Safe Sidewalks.

Safety & Insurance: Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

Warranty on Service: No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our guarantee for our repair is as follows:

- All displacements will be removed to a 0” height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.
- There will be no damage to surrounding landscaping, utilities or personal property.



ADA Guidelines for Trip Hazards:

Georgia Safe Sidewalks strives to meet compliance with ADA guidelines on each and every trip hazard repair that we make. Those guidelines are as follows:

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.

Vertical Change in Level

TECHNICAL CHAPTER 3: BUILDING BLOCKS

303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.

Examples of ADA Violations according to these Guidelines

Large (1-3/4" high)



Medium (7/8" high)



Small (1/2" high)





2024 Pricing Policy

Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the vertical displacement measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2") + Height on low side (1/4")}}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

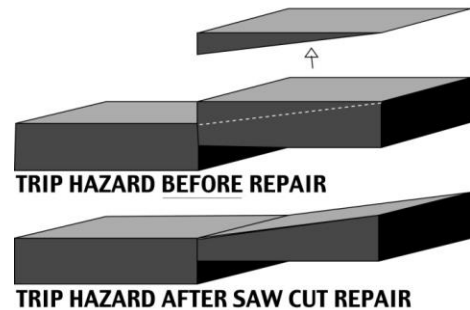
Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

Pricing & Volume Discounts:

- ✚ Our pricing is based upon project size. Price discounts vary depending upon the size of your project.

Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is \$1,000. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is \$2,000.



Sole Source:

Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk trip hazards as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for trip hazard removal using the equipment and methods described in these patent numbers within the state of Georgia.

Payment Terms: All invoices are due **15-days** from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks' work.

Inspection Fees: This proposal may have been created after an inspection was completed and paid for by the customer. In the event the customer has paid a fee for their original inspection, they have 6-months to approve the full project offer in order to receive a rebate on the original inspection.

Additional Charges:

- Credit card payments are acceptable with an additional fee equal to 3% added to each invoice.
- Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.
- If the customer requires custom insurance certificates with a vendor registration fee, a \$200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.
- If required to "register" with a vendor management company, a fee of \$200 will be added to the invoice to cover the registration fee requirement.

6

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Offer Summary

The maps and tables on the following pages provide a general location for the vertical displacements that we identified and summarize their severity. Due to limited accuracy with GPS technology this information should only be used for general locations.

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee. This option has already been discounted by 6%.

Price: \$48,935

Days to Complete: ~ 9 days

Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. This option has already been discounted by 6%.

Price: \$36,775

Days to Complete: ~ 7 days

Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements. This option has already been discounted by 4%.

Price: \$17,130

Days to Complete: ~ 3 days

Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount they can afford, and an area to begin by providing us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

Our minimum is \$1,000

Projects above \$5,000 are discounted by 2%

Projects above \$10,000 are discounted by 4%

Projects above \$25,000 are discounted by 6%

Projects above \$50,000 are discounted by 8%

Projects above \$100,000 are discounted by 10%

7

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months. Operating costs increase with time, and sidewalk conditions change over time.

- ✚ After 6-months, the prices provided in this quotation will be increased by 5%.
- ✚ If unable to make a decision within 12 months, no problem, the proposal will still be valid, but the prices shown will be increased by 10%.
- ✚ If still unable to make a decision after 2 years, we still want your business. We will honor this proposal for as long as 24-months but the pricing shown at that point will be increased by an additional 10%.

In the event that we are asked to return to a property/community to re-inspect it, the 2nd inspection will be conducted at a cost of \$300 per pedestrian mile.

Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 90 trip hazards or 120 inch-feet in a single day depending upon their size and location.

First Available Start Date: July 29th

Our business has grown in popularity enough that we carry a steady 3-month backlog throughout the year. Uncertain business conditions and the fact that our employees are trained, skilled tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.



Terminology

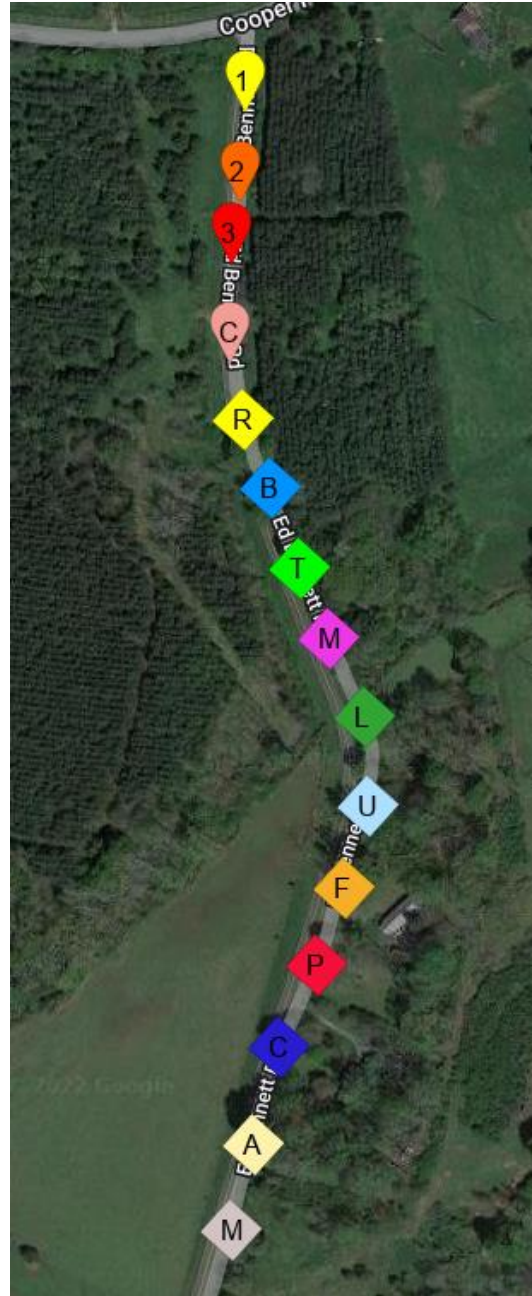
The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼" and less than 2" in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.

Repairs we can make that are included in this repair offer:

- A yellow balloon identifies a small vertical displacement estimated to be between ¼" and ½" high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8" and 1" high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8" and 2" high.
- A pink balloon identifies a curb cut that we can make.

Repairs beyond our services, issues that require another source and is not included in this repair offer:

- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair. The sidewalk
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2" high and requires new concrete instead of a repair.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It can be buried sidewalk, or overgrown sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk or uneven with the walking surface.
- An orange diamond identifies a wide gap in the walkway that needs filled.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the storm runoff catch basin.
- A pale-yellow diamond identifies an issue/problem with an ADA ramp.
- A gray diamond is a miscellaneous sidewalk problem or comment.



9

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Full Area Inspected



10

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Repair Options

Full Project Offer

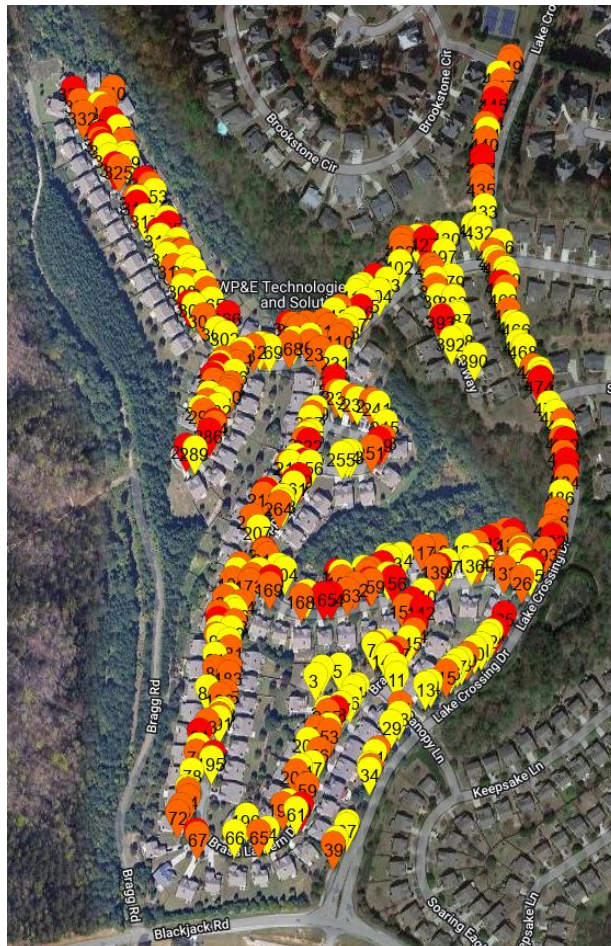
This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee.

Price: \$48,935

Days to Complete: ~ 9 days

	Small Hazards 1/4" to 1/2"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	184	148	67		
				Total # of Hazards	399
				Curbing (ft)	0 ft

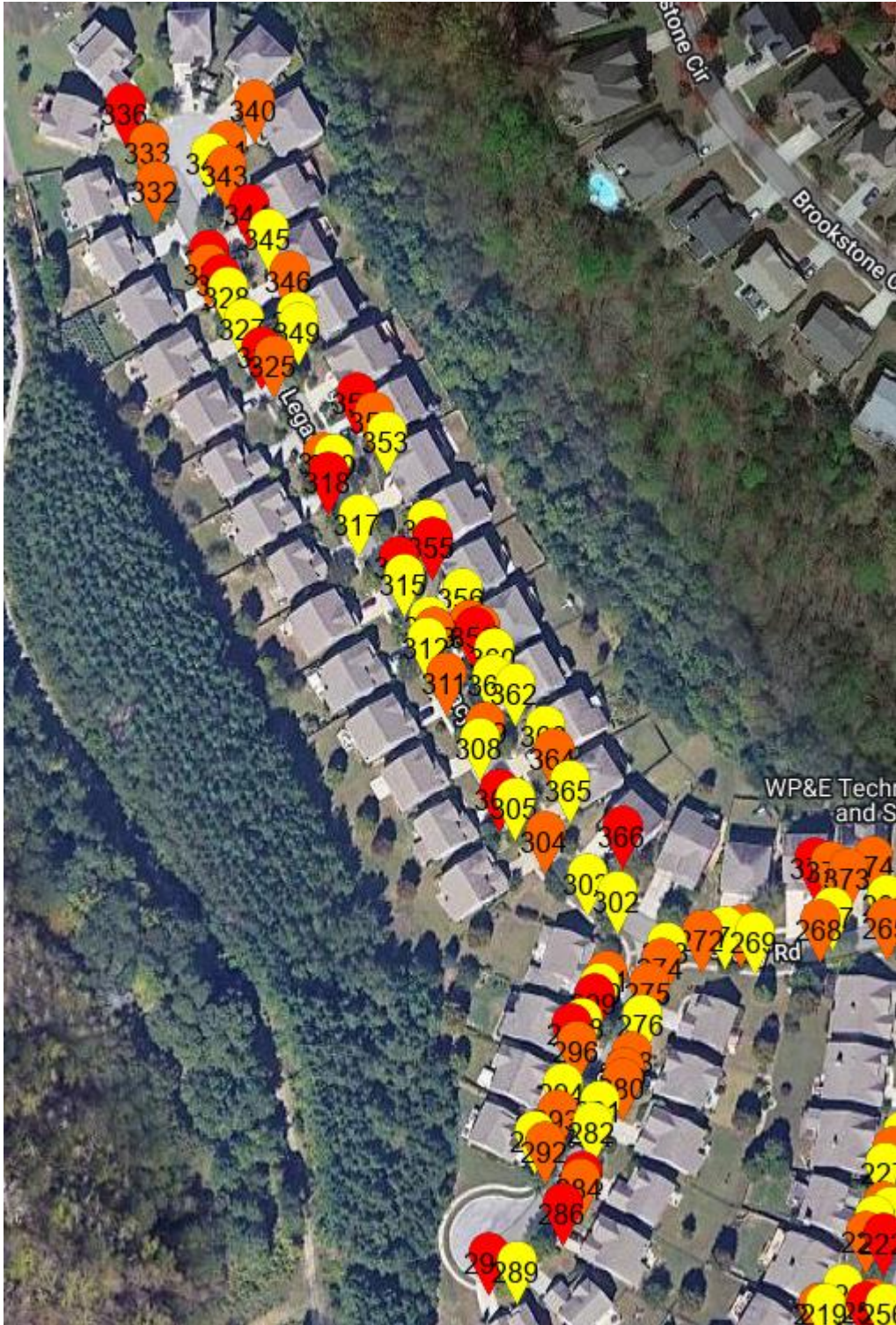
The map below shows all trip & fall hazards identified in our survey that can be removed with our repair process.

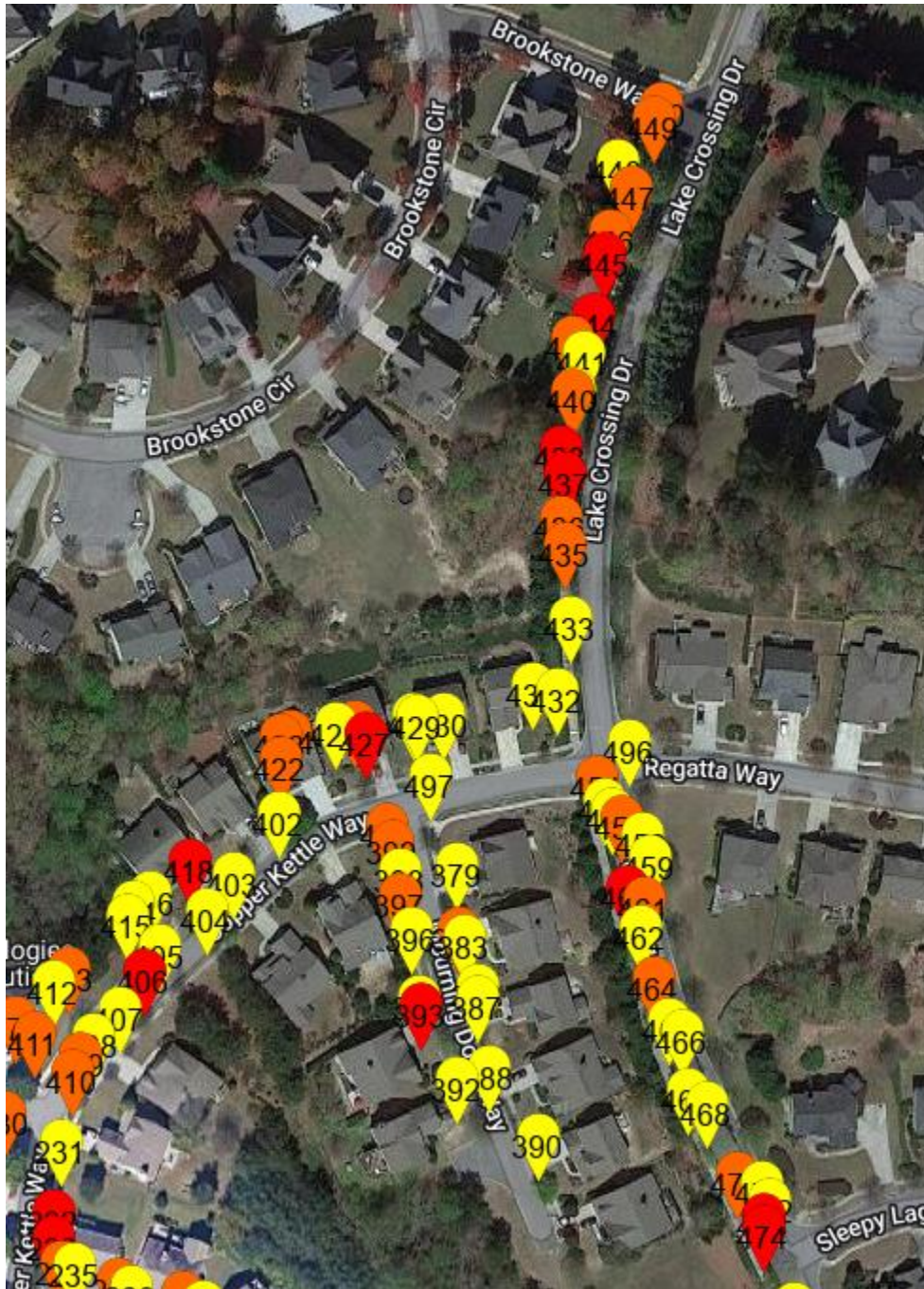


11

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.











Partial Project A Offer (Medium & Large)

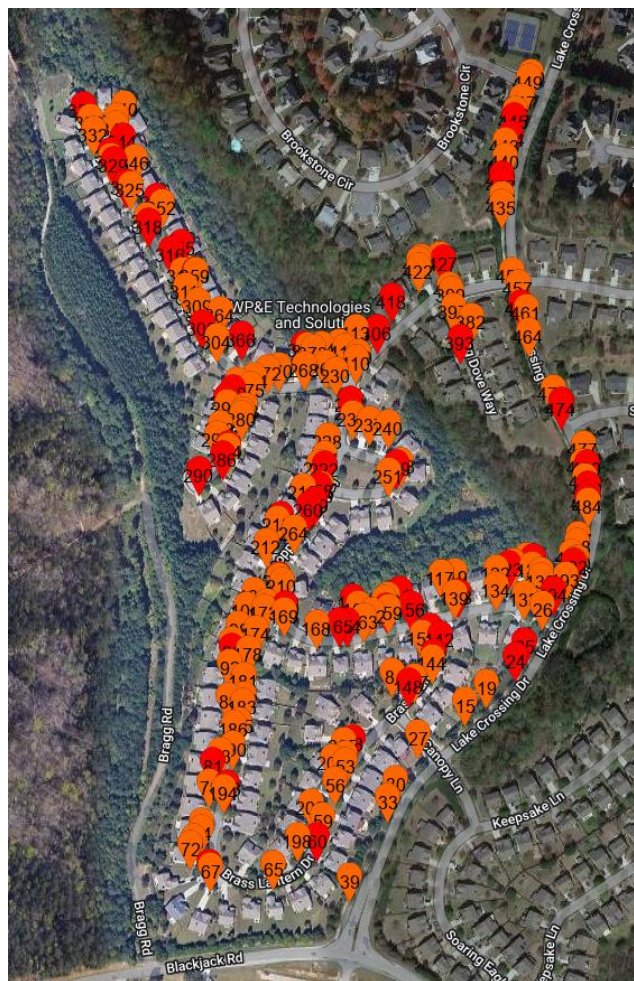
This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. Smaller hazards will remain in the walkways.

Price: \$36,775

Days to Complete: ~ 7 days

	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	148	67		
			Total # of Hazards	215

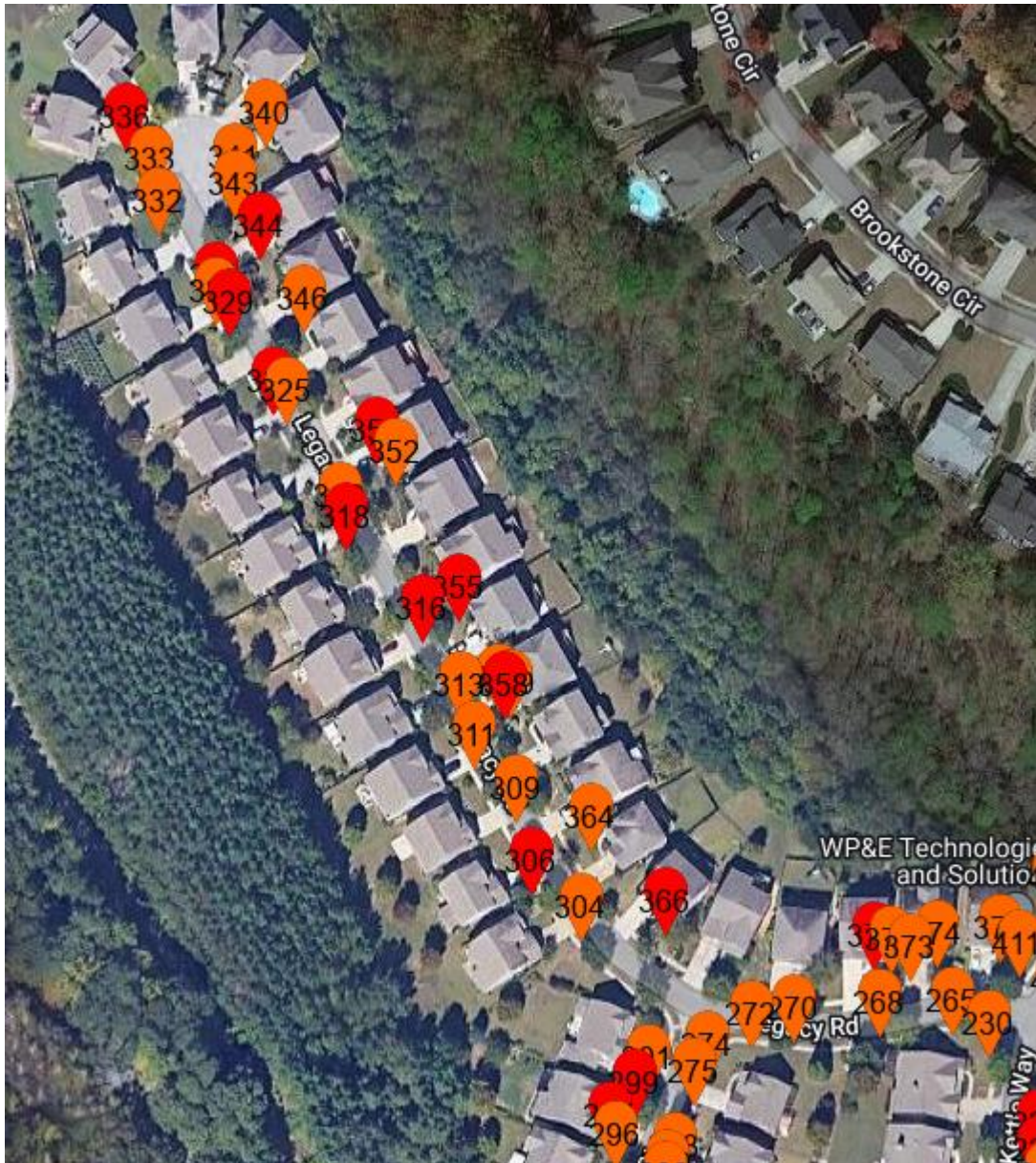
The maps below show the location of the medium sized vertical displacements identified in our survey followed by the smaller displacements identified in our survey. The maps of the smaller displacements show what will be left behind if a full project is not approved.

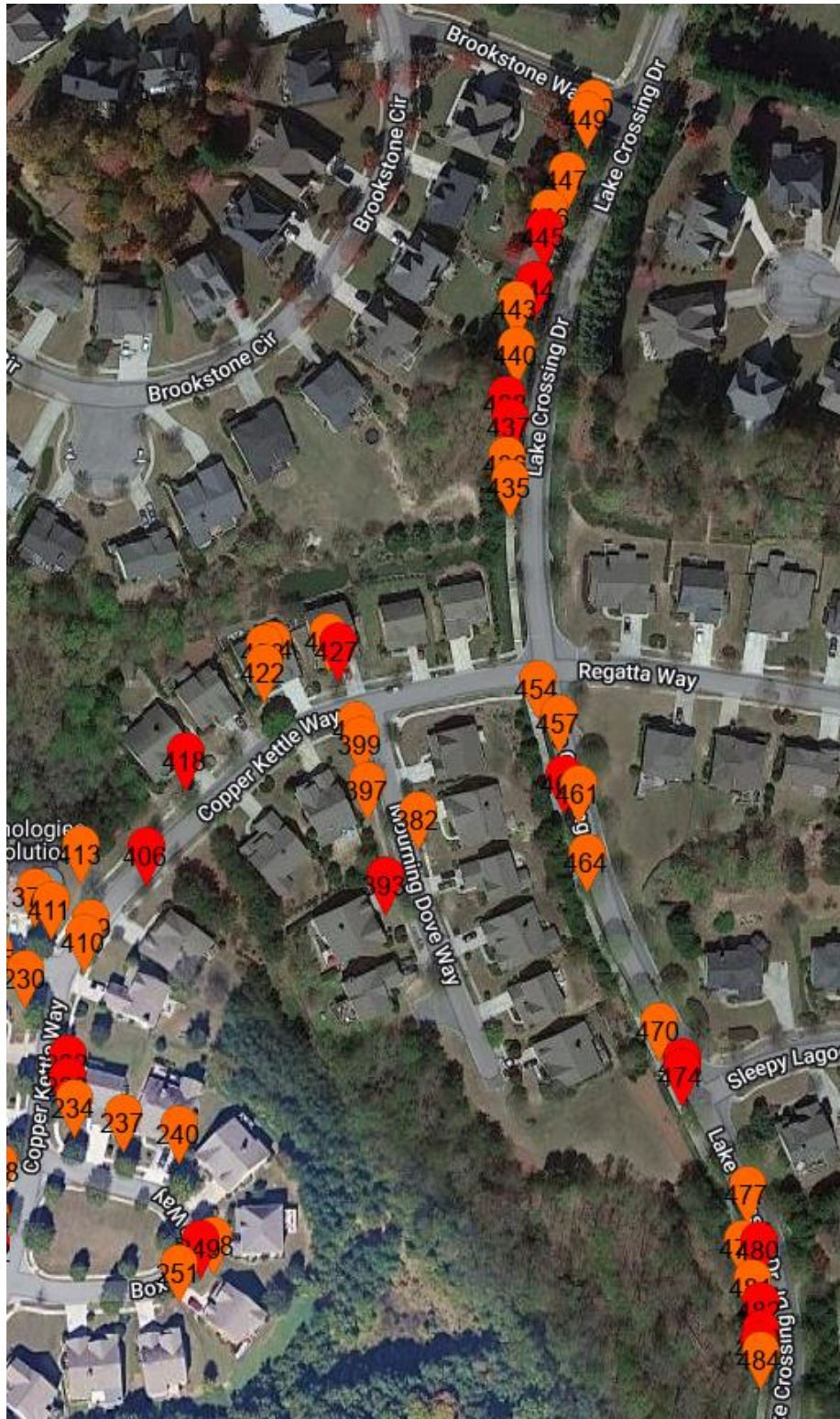


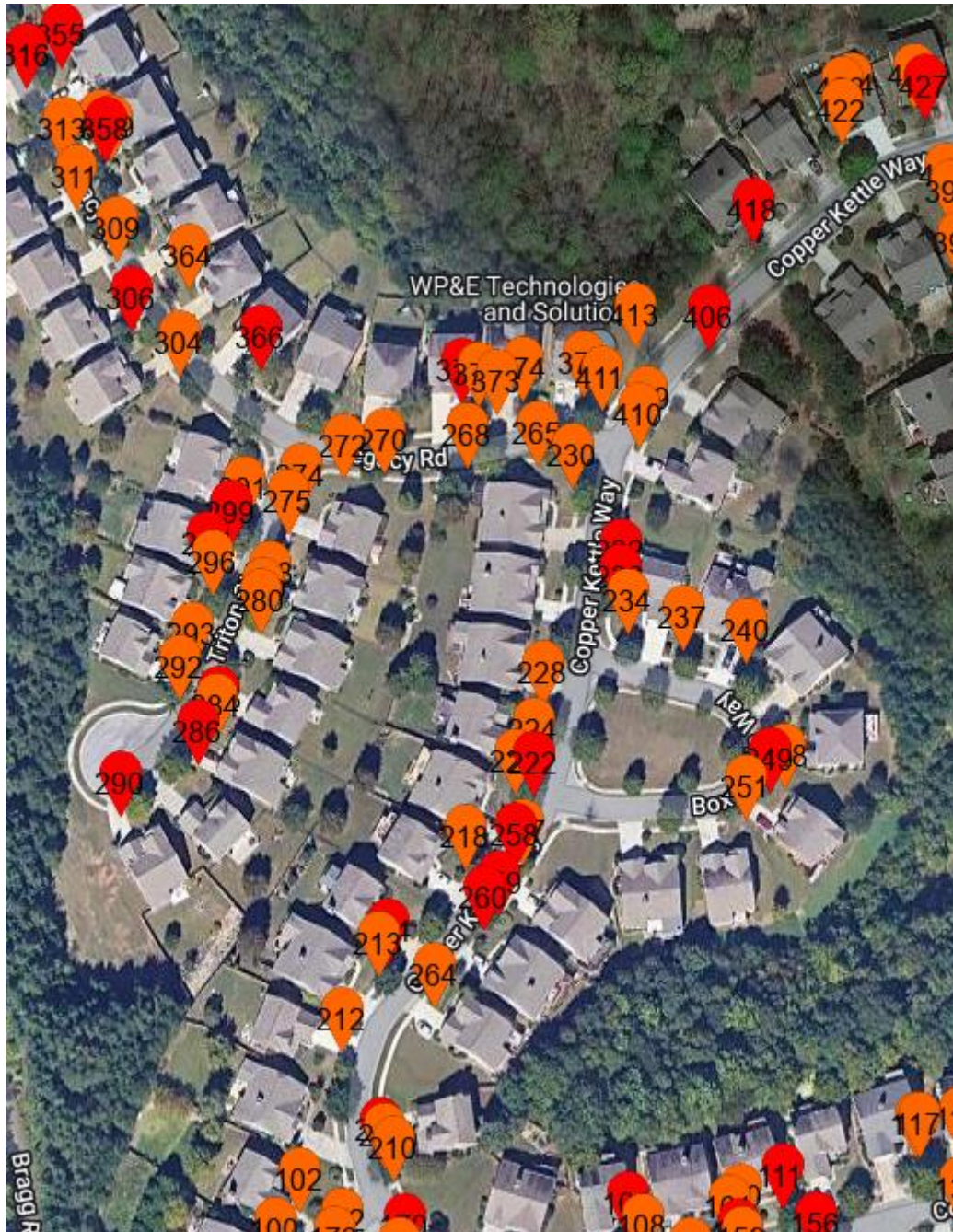
16

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



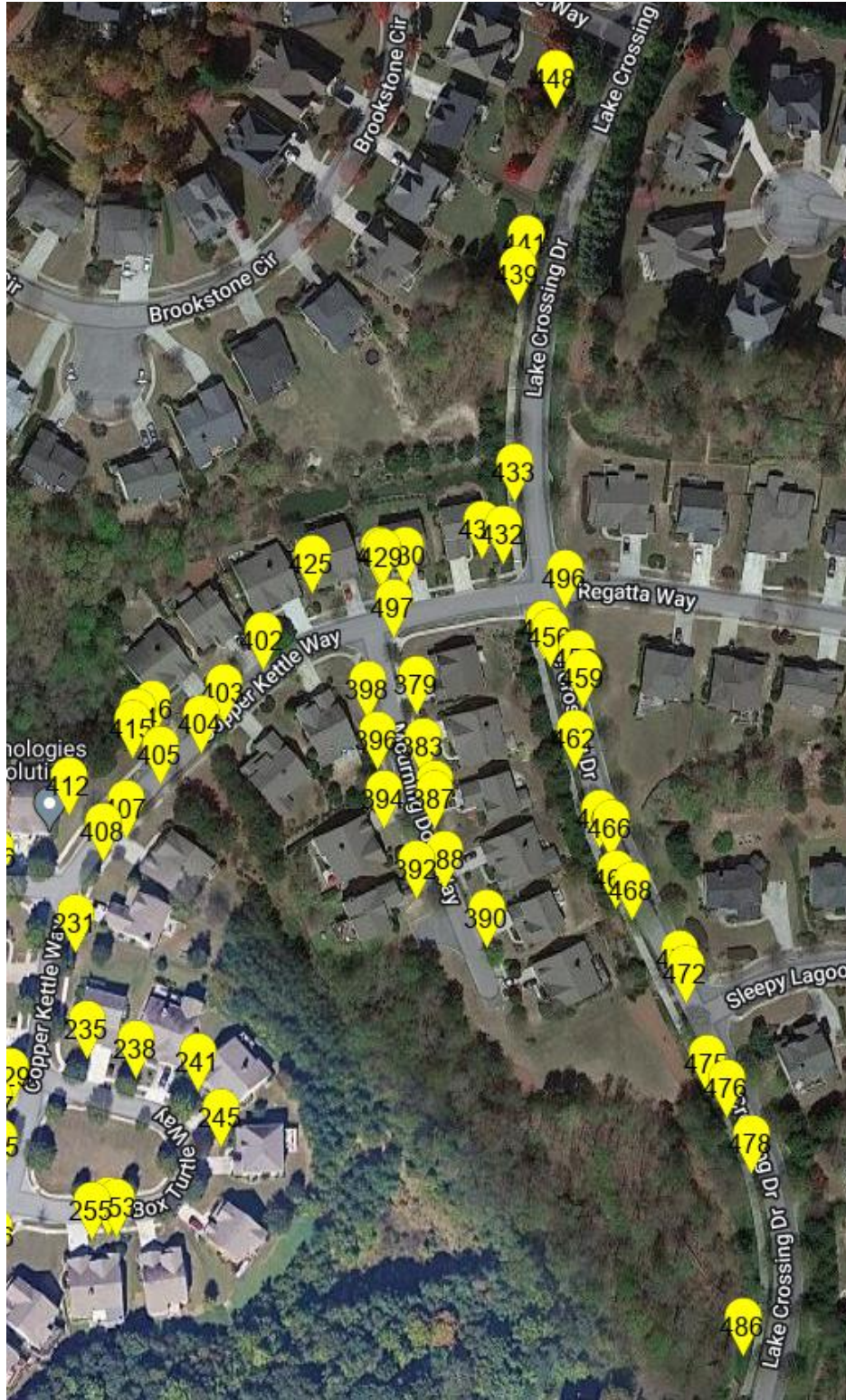


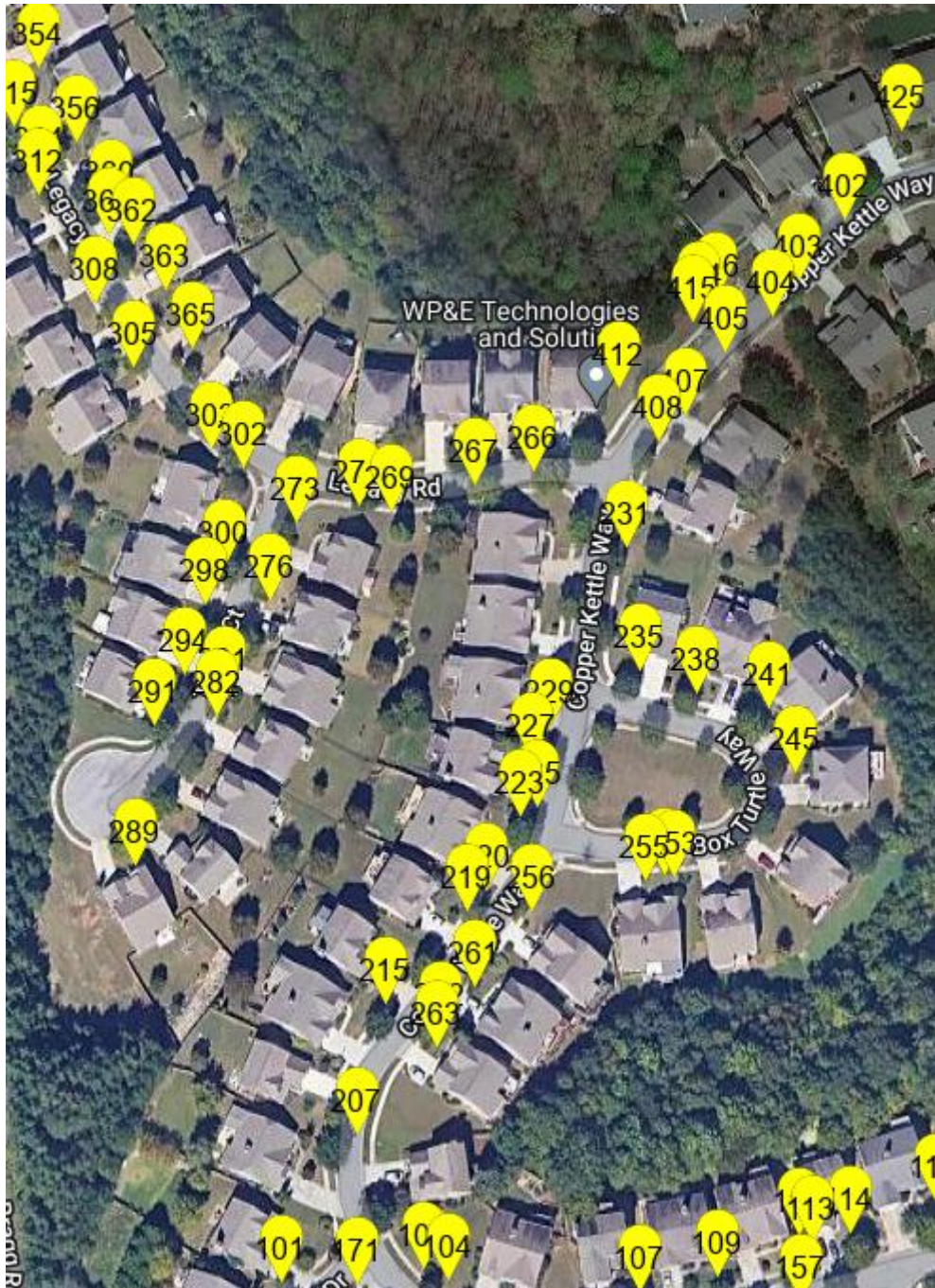
















Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements.

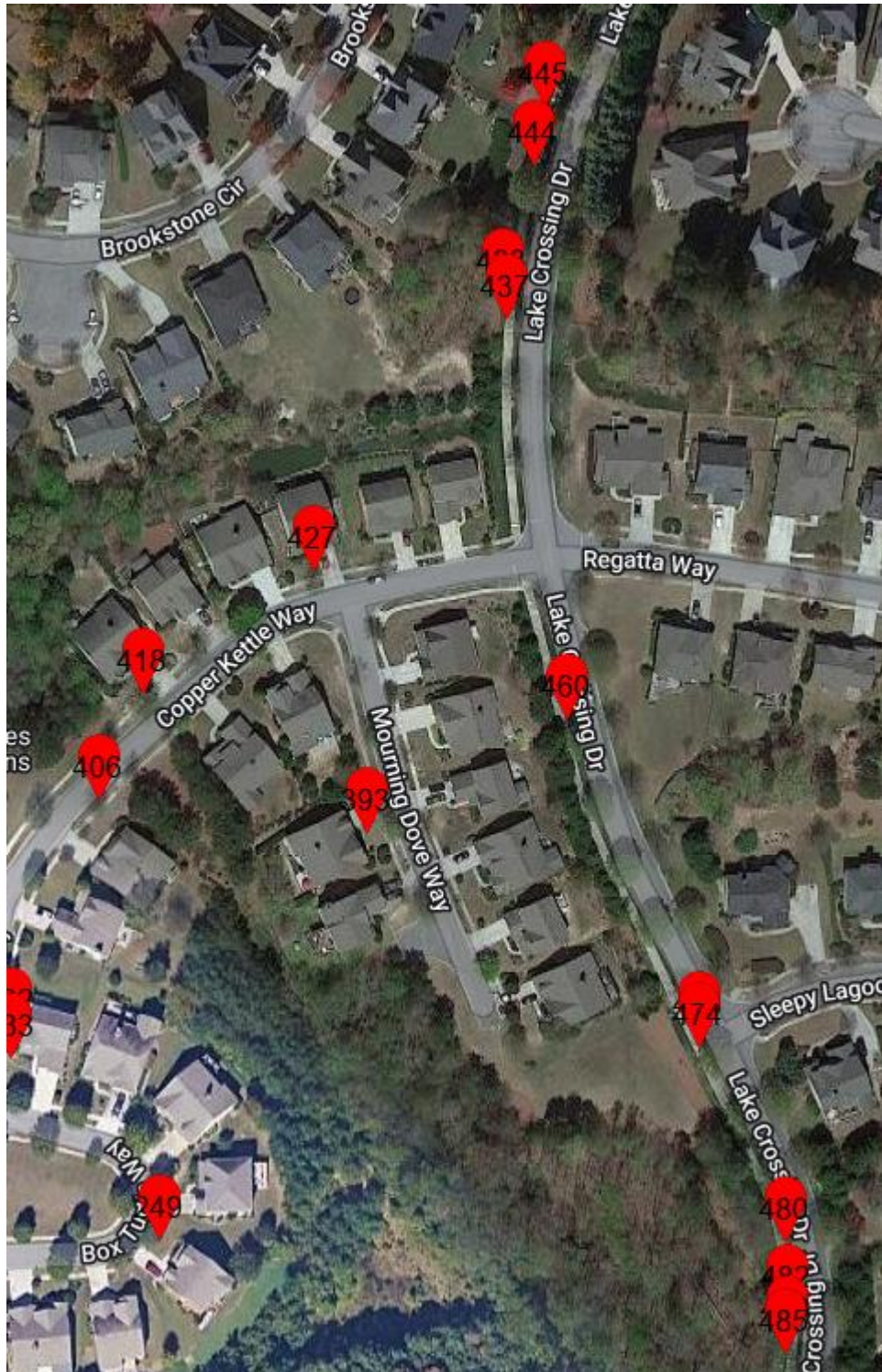
Price: \$17,130

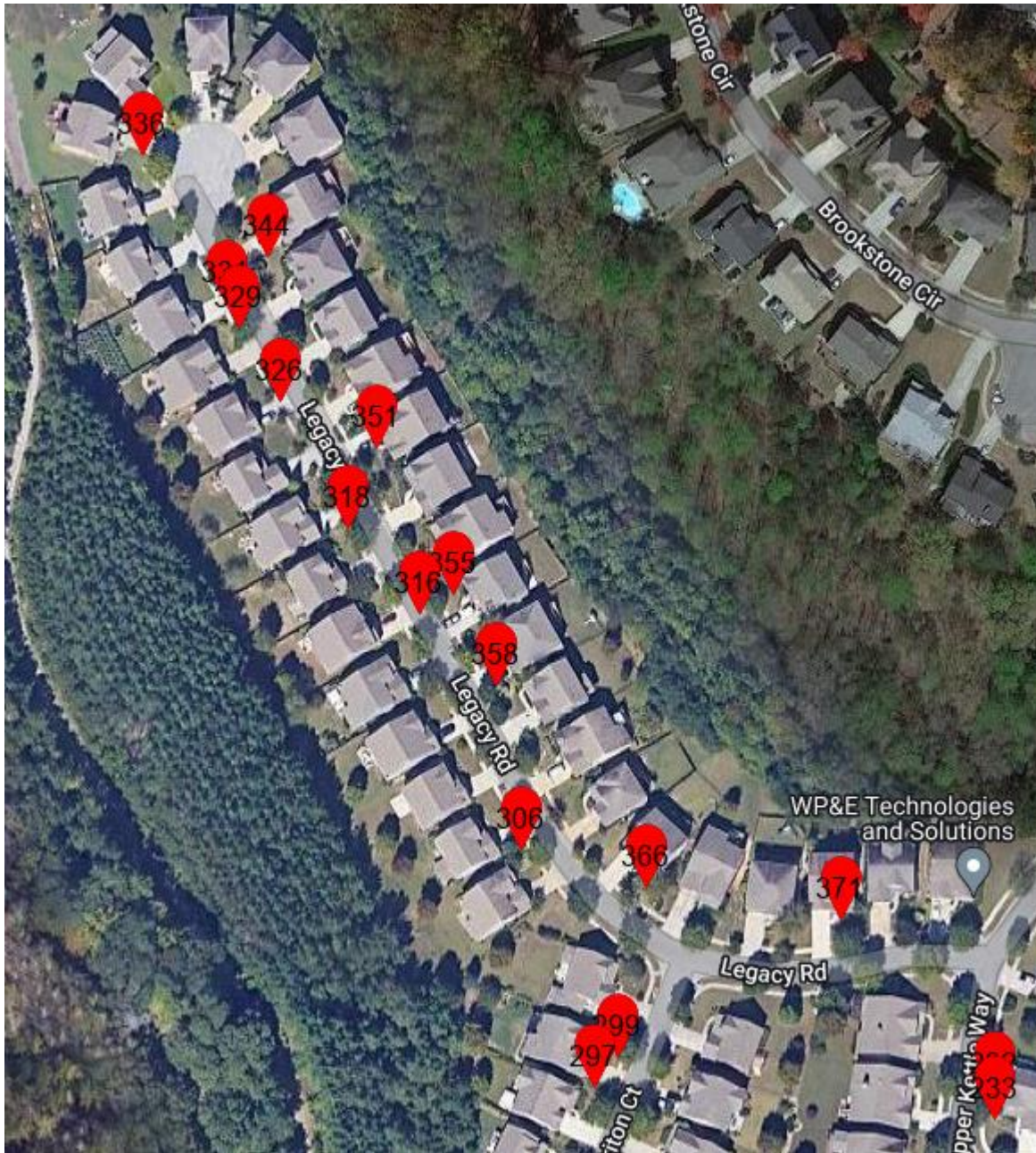
Days to Complete: ~ 3 days

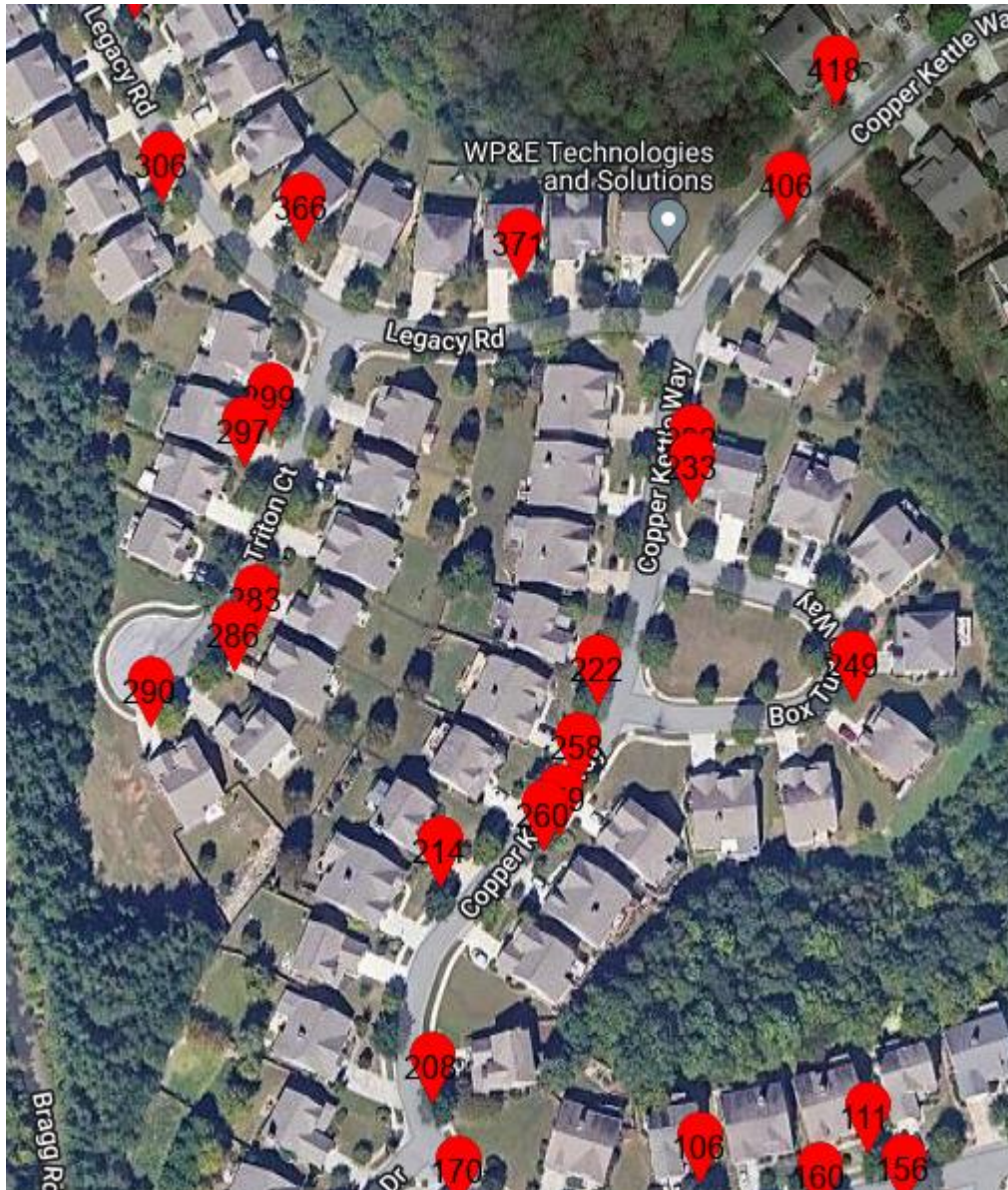
	Large Hazards 1-1/8" to 2"		
# of Hazards	67		
		Total # of Hazards	67

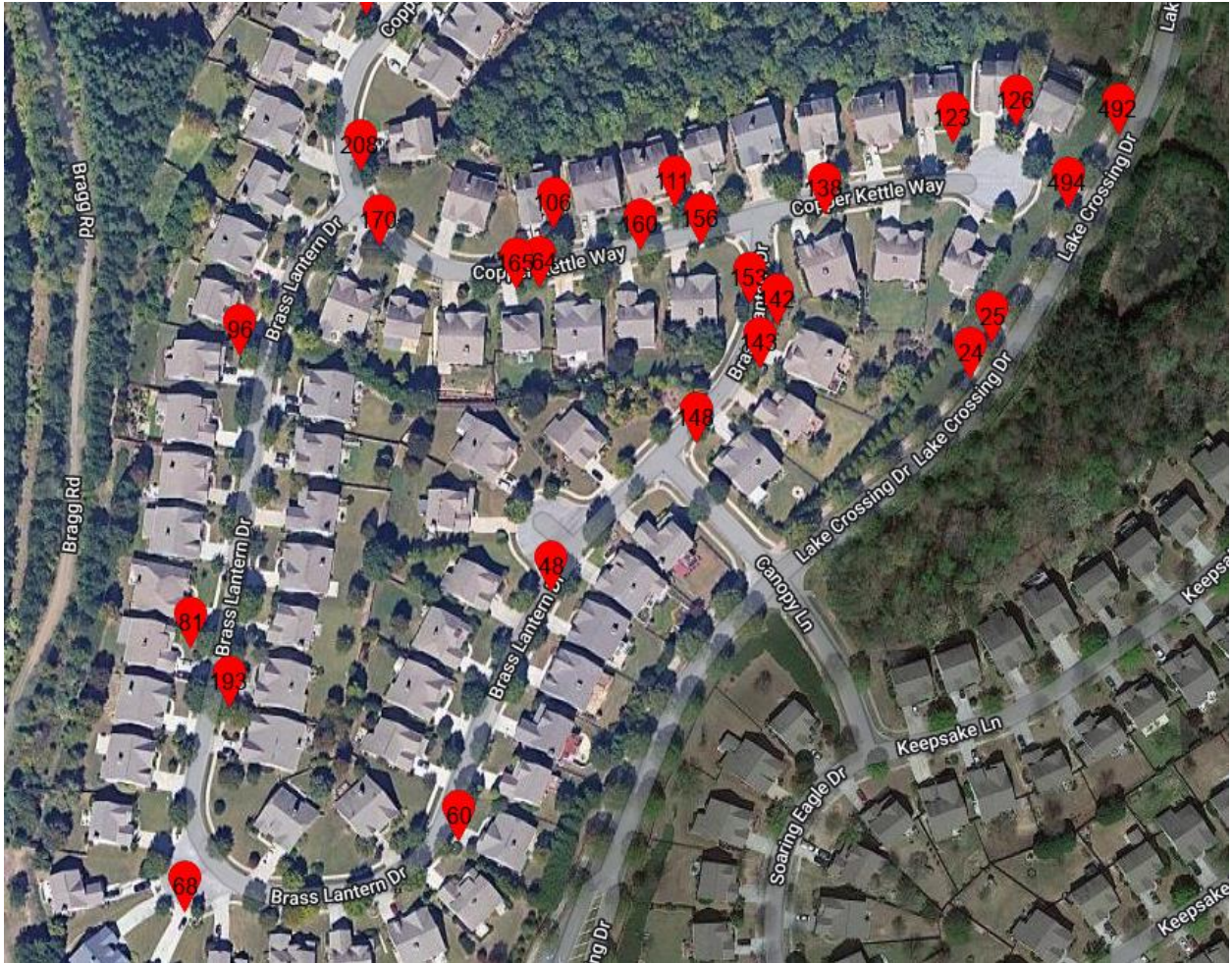
The map below shows the approximate location of the large vertical displacements identified in our survey.







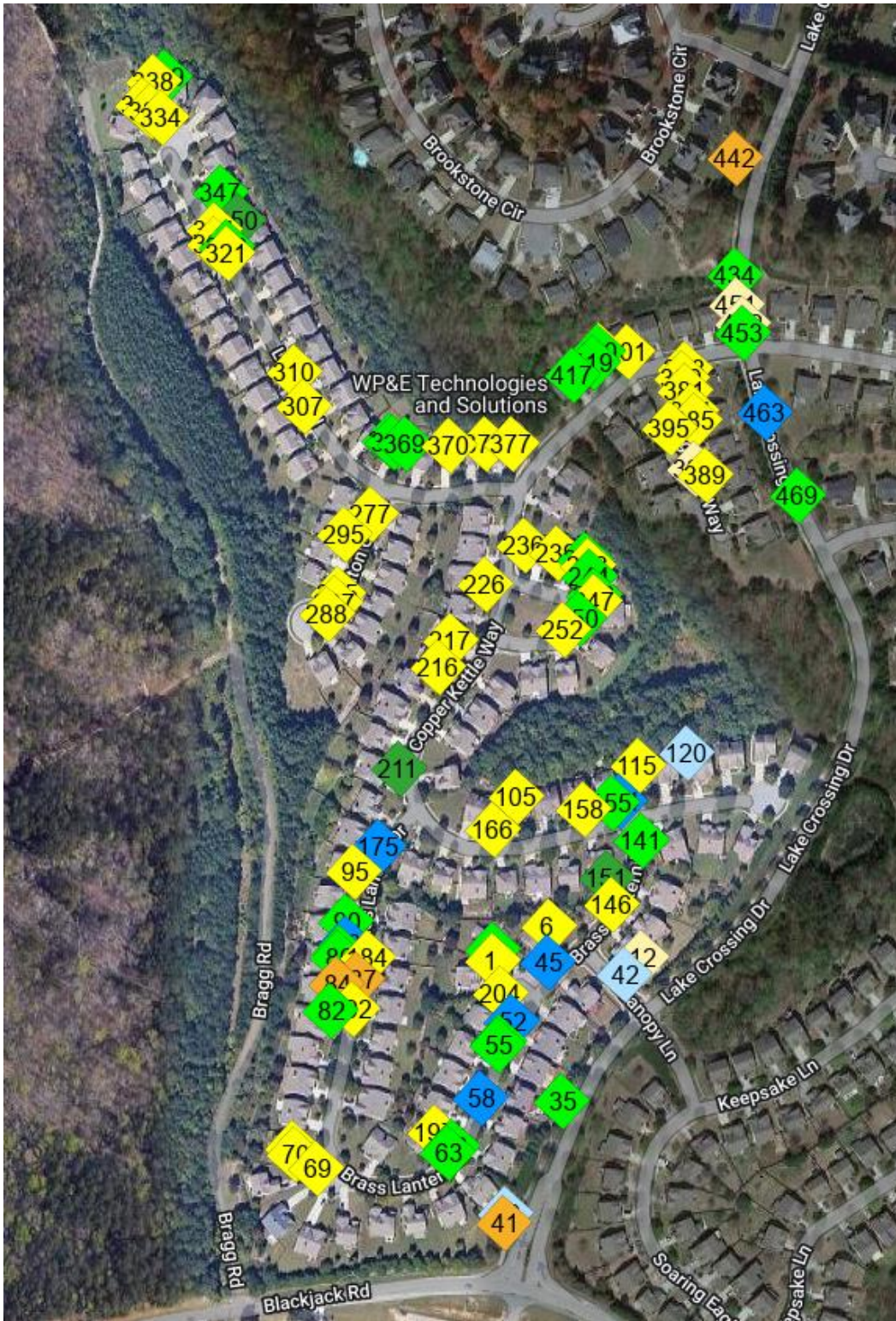






Non-Cut Issues – Repair not Possible by Georgia Safe Sidewalks

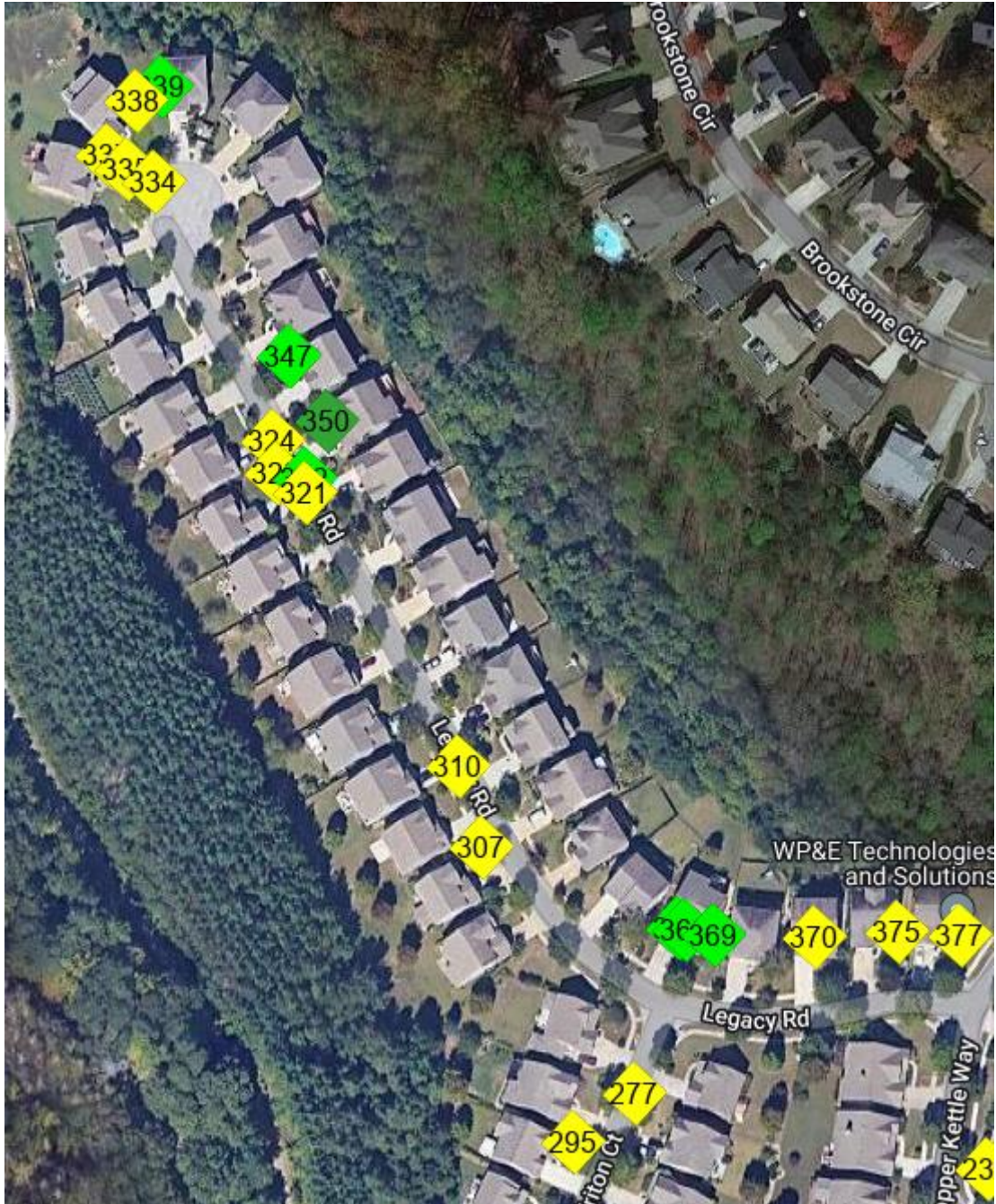
The maps below show areas identified in our survey where our repair process will not correct the issue. These areas need to be dealt with either by a concrete company, general contractor, or your in-house staff.

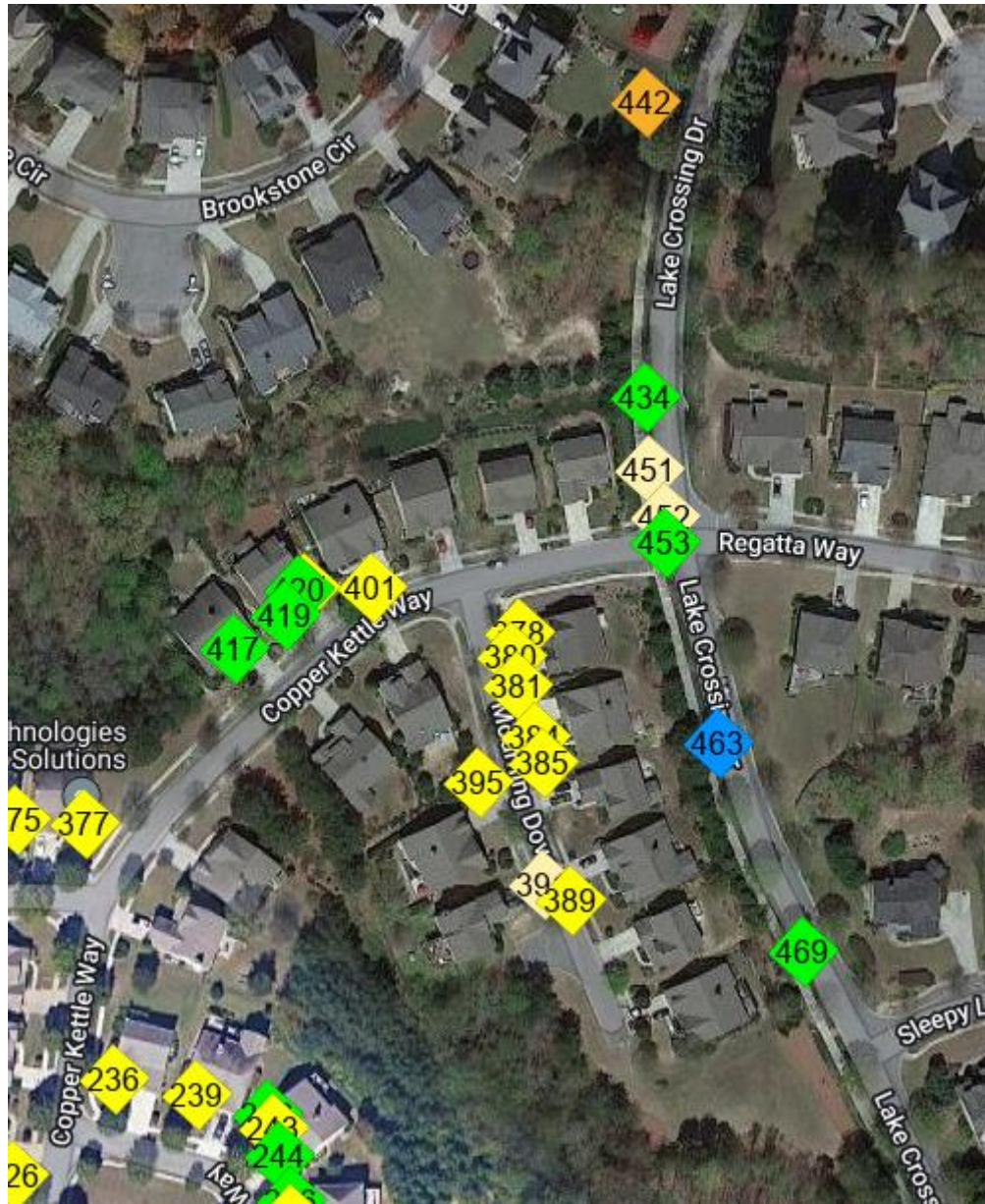


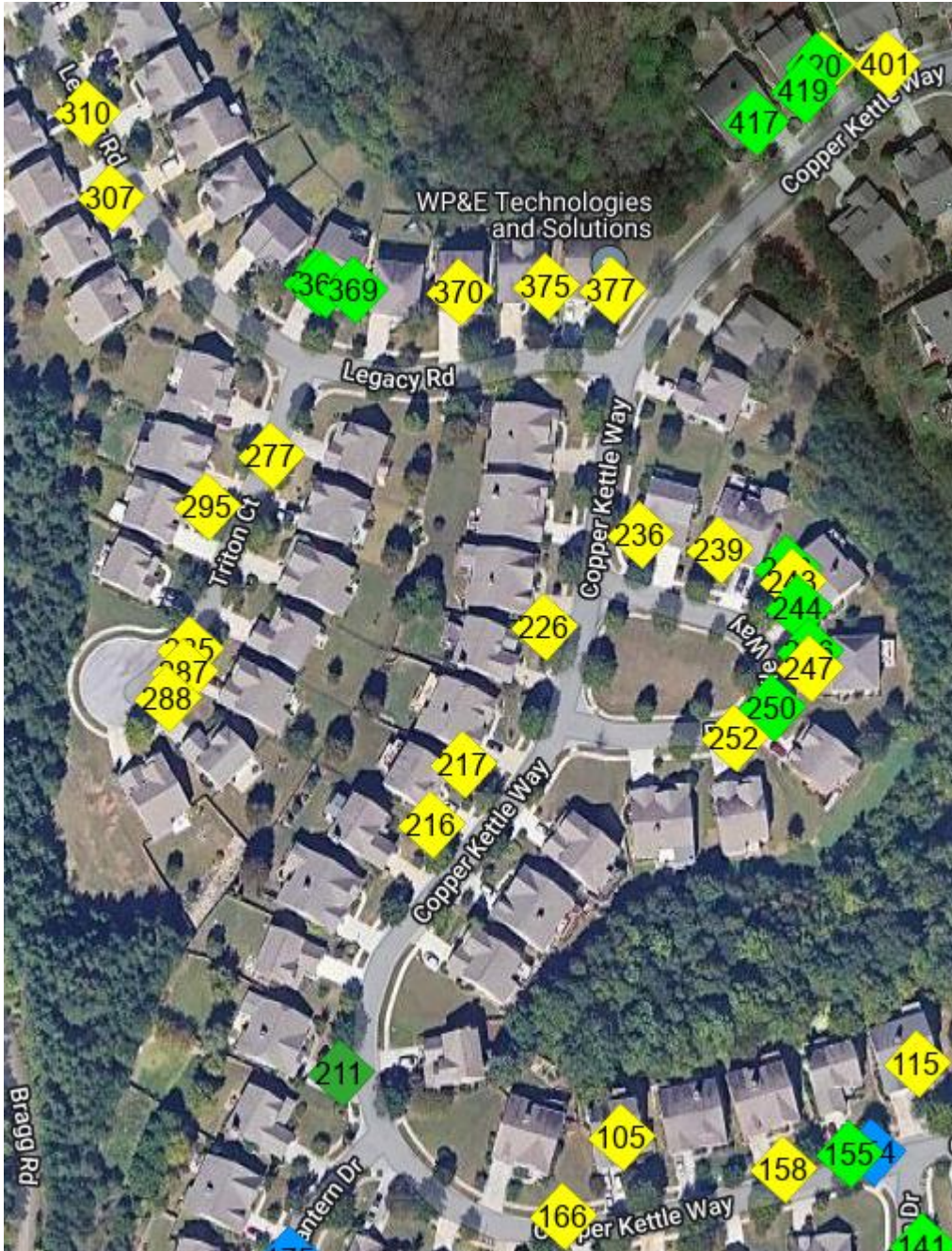
33

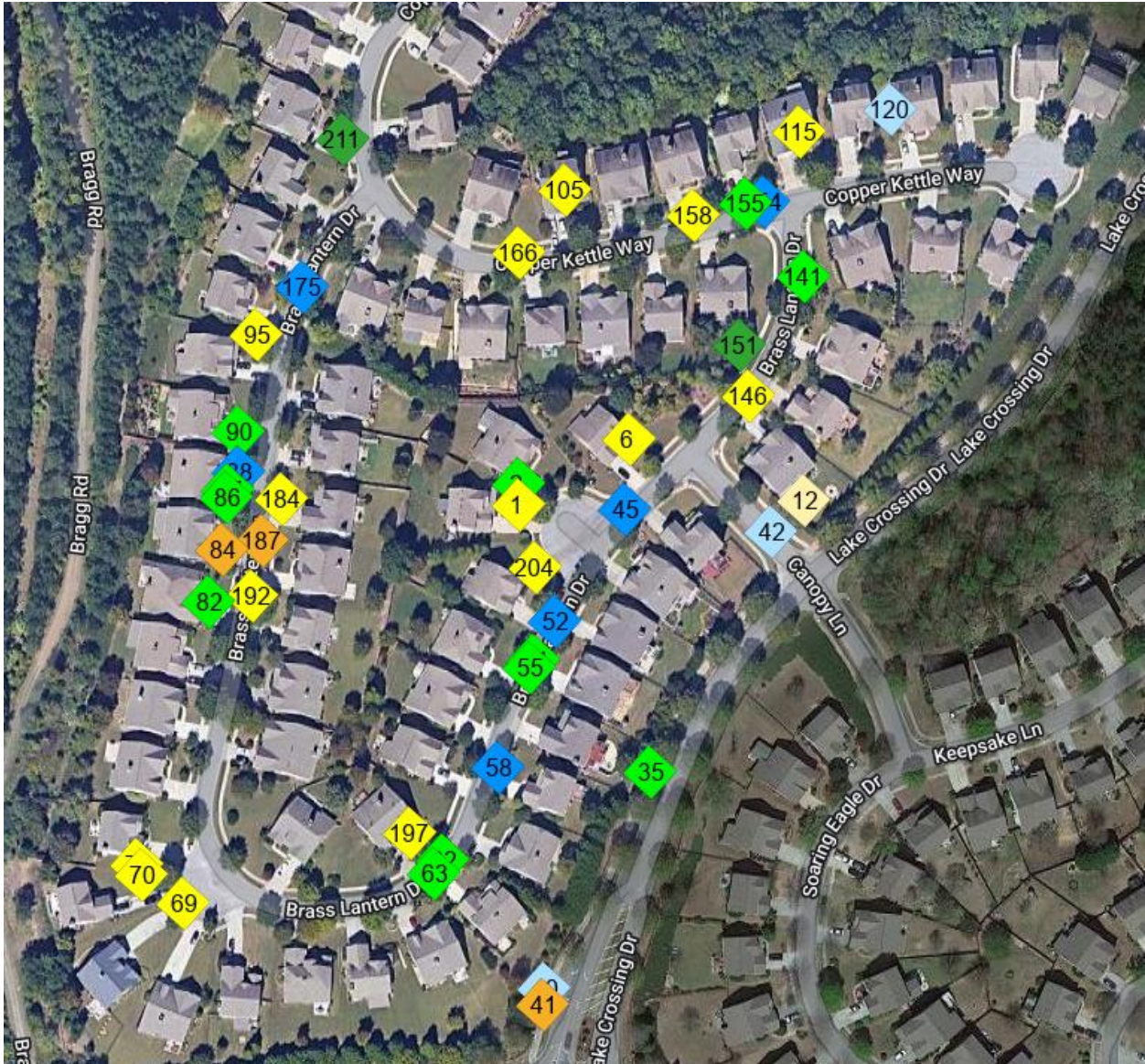
P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.











Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Replace at driveway	167	Small	333	Medium
2	Too big	168	Medium	334	Replace at driveway
3	Small	169	Medium	335	Replace at driveway
4	Small	170	Large	336	Large
5	Small	171	Small	337	Replace at driveway
6	Replace at driveway	172	Medium	338	Replace at driveway
7	Small	173	Medium	339	Too big
8	Medium	174	Medium	340	Medium
9	Small	175	Broken	341	Medium
10	Small	176	Small	342	Small
11	Small	177	Small	343	Medium
12	Improve ADA ramp	178	Medium	344	Large
13	Small	179	Small	345	Small
14	Small	180	Small	346	Medium
15	Medium	181	Medium	347	Too big
16	Small	182	Medium	348	Small
17	Small	183	Medium	349	Small
18	Small	184	Replace at driveway	350	Cut back shrubs
19	Medium	185	Medium	351	Large
20	Small	186	Medium	352	Medium
21	Small	187	Fill chipped joint	353	Small
22	Small	188	Small	354	Small
23	Small	189	Small	355	Large
24	Large	190	Medium	356	Small
25	Large	191	Small	357	Medium
26	Medium	192	Replace at driveway	358	Large
27	Medium	193	Large	359	Medium
28	Small	194	Medium	360	Small
29	Small	195	Small	361	Small
30	Medium	196	Small	362	Small
31	Small	197	Replace at driveway	363	Small
32	Small	198	Medium	364	Medium
33	Medium	199	Small	365	Small



34	Small	200	Medium	366	Large
35	Too big	201	Small	367	Too big
36	Small	202	Small	368	Too big
37	Small	203	Medium	369	Too big
38	Small	204	Replace at driveway	370	Replace at driveway
39	Medium	205	Medium	371	Large
40	Non-compliant Utility	206	Small	372	Medium
41	Fill chipped joint	207	Small	373	Medium
42	Uneven Utility	208	Large	374	Medium
43	Small	209	Medium	375	Replace at driveway
44	Small	210	Medium	376	Medium
45	Broken	211	Cut back shrubs	377	Replace
46	Small	212	Medium	378	Replace at driveway
47	Small	213	Medium	379	Small
48	Large	214	Large	380	Replace at driveway
49	Medium	215	Small	381	Replace at driveway
50	Small	216	Replace at driveway	382	Medium
51	Medium	217	Replace at driveway	383	Small
52	Broken	218	Medium	384	Replace at driveway
53	Medium	219	Small	385	Replace at driveway
54	Too big	220	Small	386	Small
55	Too big	221	Medium	387	Small
56	Medium	222	Large	388	Small
57	Small	223	Small	389	Replace at driveway
58	Broken	224	Medium	390	Small
59	Medium	225	Small	391	Improve ADA ramp
60	Large	226	Replace at driveway	392	Small
61	Small	227	Small	393	Large
62	Too big	228	Medium	394	Small
63	Too big	229	Small	395	Replace at driveway
64	Small	230	Medium	396	Small
65	Medium	231	Small	397	Medium
66	Small	232	Large	398	Small
67	Medium	233	Large	399	Medium
68	Large	234	Medium	400	Medium
69	Replace at driveway	235	Small	401	Replace at driveway
70	Replace at driveway	236	Replace at driveway	402	Small



71	Replace at driveway	237	Medium	403	Small
72	Medium	238	Small	404	Small
73	Medium	239	Replace at driveway	405	Small
74	Medium	240	Medium	406	Large
75	Medium	241	Small	407	Small
76	Small	242	Too big	408	Small
77	Small	243	Replace at driveway	409	Medium
78	Small	244	Too big	410	Medium
79	Medium	245	Small	411	Medium
80	Small	246	Too big	412	Small
81	Large	247	Replace at driveway	413	Medium
82	Too big	248	Medium	414	Small
83	Medium	249	Large	415	Small
84	Fill chipped joint	250	Too big	416	Small
85	Small	251	Medium	417	Too big
86	Too big	252	Replace at driveway	418	Large
87	Too big	253	Small	419	Too big
88	Broken	254	Small	420	Too big
89	Medium	255	Small	421	Replace at driveway
90	Too big	256	Small	422	Medium
91	Small	257	Medium	423	Medium
92	Medium	258	Large	424	Medium
93	Small	259	Large	425	Small
94	Small	260	Large	426	Medium
95	Replace at driveway	261	Small	427	Large
96	Large	262	Small	428	Small
97	Medium	263	Small	429	Small
98	Medium	264	Medium	430	Small
99	Small	265	Medium	431	Small
100	Medium	266	Small	432	Small
101	Small	267	Small	433	Small
102	Medium	268	Medium	434	Too big
103	Small	269	Small	435	Medium
104	Small	270	Medium	436	Medium
105	Replace at driveway	271	Small	437	Large
106	Large	272	Medium	438	Large
107	Small	273	Small	439	Small



108	Medium	274	Medium	440	Medium
109	Small	275	Medium	441	Small
110	Medium	276	Small	442	Fill chipped joint
111	Large	277	Replace at driveway	443	Medium
112	Small	278	Medium	444	Large
113	Small	279	Medium	445	Large
114	Small	280	Medium	446	Medium
115	Replace at driveway	281	Small	447	Medium
116	Medium	282	Small	448	Small
117	Medium	283	Large	449	Medium
118	Small	284	Medium	450	Medium
119	Medium	285	Replace at driveway	451	Improve ADA ramp
120	Remove wood	286	Large	452	Improve ADA ramp
121	Small	287	Replace at driveway	453	Too big
122	Medium	288	Replace at driveway	454	Medium
123	Large	289	Small	455	Small
124	Medium	290	Large	456	Small
125	Medium	291	Small	457	Medium
126	Large	292	Medium	458	Small
127	Medium	293	Medium	459	Small
128	Medium	294	Small	460	Large
129	Small	295	Replace at driveway	461	Medium
130	Medium	296	Medium	462	Small
131	Small	297	Large	463	Broken
132	Small	298	Small	464	Medium
133	Medium	299	Large	465	Small
134	Medium	300	Small	466	Small
135	Small	301	Medium	467	Small
136	Small	302	Small	468	Small
137	Small	303	Small	469	Too big
138	Large	304	Medium	470	Medium
139	Medium	305	Small	471	Small
140	Small	306	Large	472	Small
141	Too big	307	Replace at driveway	473	Large
142	Large	308	Small	474	Large
143	Large	309	Medium	475	Small
144	Medium	310	Replace at driveway	476	Small



145	Small	311	Medium	477	Medium
146	Replace at driveway	312	Small	478	Small
147	Medium	313	Medium	479	Medium
148	Large	314	Small	480	Large
149	Small	315	Small	481	Medium
150	Small	316	Large	482	Large
151	Cut back shrubs	317	Small	483	Large
152	Medium	318	Large	484	Medium
153	Large	319	Medium	485	Large
154	Broken	320	Small	486	Small
155	Too big	321	Replace at driveway	487	Medium
156	Large	322	Too big	488	Medium
157	Small	323	Replace at driveway	489	Medium
158	Replace at driveway	324	Replace at driveway	490	Medium
159	Medium	325	Medium	491	Medium
160	Large	326	Large	492	Large
161	Medium	327	Small	493	Medium
162	Medium	328	Small	494	Large
163	Medium	329	Large	495	Small
164	Large	330	Medium	496	Small
165	Large	331	Large	497	Small
166	Replace at driveway	332	Medium		



The photo to the left shows a displacement in which the driveway apron is higher than the adjacent sidewalk. We have been asked not to cut driveway aprons in this community; therefore, we have tagged these issues as “replace at driveway”. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a displacement that is too big to remove with our process. It is over 2" high. Cutting away the high concrete will leave a slab that is too thin and susceptible to breaking. This sidewalk panel should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



There is a displacement in this next photo tagged as "Improve ADA ramp". We cannot cut the sidewalk due to the truncated pad. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a utility issue. The drain grate in the sidewalk does not meet ADA design guidelines. Consideration should be given to replacing it. Because we are not a utility contractor, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows concrete chipped away from a joint between panels that can or should be filled. We do not provide this type of work because most of our customers can do it less expensively with their own staff and materials purchased locally.



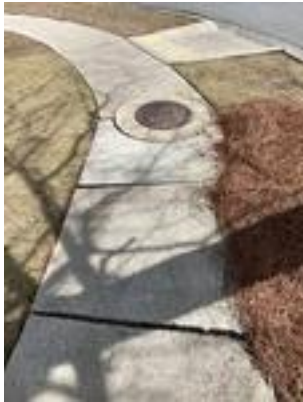
This next photo shows broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



There is a piece of wood in the photo to the left that has been installed by “someone” for some purpose. We are not sure why, but it is creating a potential trip & fall hazard and should be removed. This is not included in this repair offer.



This next photo shows a landscaping issue. The shrubs should be cut back to fully open the sidewalk to pedestrians. This is not work we provide since it is normally the responsibility of the property owner. It is not included in this repair offer.



The photo to the left shows a stretch of sidewalk that should be replaced with new concrete. There are too many issues included the utility in the sidewalk that make replacement a better option. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows another example of an ADA ramp that should be improved. The displacement at the curb is too large and broken for our repair process. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



Competitive Analysis

Versus Demolition & Replacement

Our biggest advantages over removal & replacement is cost and time.

Georgia Safe Sidewalks has 16 years of history removing vertical displacements for organizations throughout Georgia. Our average cost throughout our history to remove a vertical displacement is \$65 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at \$2.60 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between \$20 and \$25 per square foot. Costs associated with removal and replacement include:

- ✚ Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- ✚ Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- ✚ Disposal costs for waste concrete at landfills.
- ✚ Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

Estimated Concrete “not” Removed: 10,900 square feet

Estimated Savings: \$168,000

Additional Benefits over Demolition & Replacement

- ✚ Small crew means less disruption to the community during production.
- ✚ Small equipment means no risk of damage to property landscaping, irrigation systems, utilities, and personal property.
- ✚ No threat of vandalism to wet concrete.
- ✚ Faster production means less disruption to the community.
- ✚ Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- ✚ Small equipment means less greenhouse gas emissions into the environment.



Versus Grinding & Scarifying

These photos are of typical grinds on sidewalks in Georgia.

The photos at right show the uneven, unprofessional appearance of sidewalk repair by a grinder or scarifier. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. They show how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.



Additional Benefits over Grinding

- ✚ Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- ✚ GASS removes the entire trip hazard each and every time.
- ✚ GASS guarantees an ADA compliant repair.
- ✚ GASS is priced equal to or lower than grinding. Most grinding companies charge \$15-\$20 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to \$3-\$4 per square foot.



OSHA Certification

You need to be careful if you are doing your own grinding and asking employees to do this type of work. First, to grind a sidewalk you must utilize equipment that will minimize dust. The equipment being used must include dust abatement.

Second, your employee or contractor performing this work must be wearing the recommended safety gear to work in a dusty environment. Third, any employee of yours, or your vendor must be certified by a physician for permission to work while wearing this safety equipment. If you send an employee to rent a grinder to repair sidewalks without this certification, you are in violation of OSHA regulations and can be fined or held liable in future years for any health issues to that employee.

All employees at Georgia Safe Sidewalks have been physician certified and meet OSHA requirements.

"Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder."



VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED

PART 1. GENERAL

Date: This Agreement made this _____ day of _____, 20____

1.1 Contractor

Georgia Safe Sidewalks
PO Box 336
Nicholson, GA 30565
Office: 770-722-2534
Email: Todd@GASafeSidewalks.com
Contractor's Representative: Todd Fulk

1.2 Client (herein called "Client") _____

Project Address Location:

On Site Contact Phone: _____

On Site Contact Email: _____

1.3 Project. Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated _____. Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated _____. All concrete shall be disposed of as required by law.



PART 3. PAYMENT/AUTHORIZATION

3.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.

B. The Client shall pay the Contractor the amount not to exceed \$_____ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.

C. Other terms: N/A

3.2 LEGAL

A. **Authorization.** By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.

B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

Client: _____

By: _____
Signature & Title

Printed Name

Date: _____

Georgia Safe Sidewalks

By: _____
Signature & Title

Printed Name

Date: _____



Sidewalk Inspection Summary And Repair Proposal



City of Flowery Branch
Sterling Pods D & E
March 17, 2024





Inspection Results

Following is a summary of a visual inspection of walkways conducted by Georgia Safe Sidewalks. This summary identifies defects we have identified in your walkways and provides an offer to remove vertical displacements using our horizontal saw-cutting procedure. The vertical displacements we have identified in your walkways represent a safety risk to pedestrians and a liability risk to the property owner. The American's with Disabilities Act places responsibility to maintain safe access to pedestrians and sets very specific guidelines in regards to the repair of uneven walkways.

ADA Issues: Our inspection has identified 373 pedestrian safety issues in your walkways that can be considered violations of ADA guidelines.

This inspection and summary is based upon our personal knowledge of ADA Guidelines. It is intended to be as comprehensive as possible, but in no way guarantees full compliance. Issues may exist of which we are not aware or did not observe. Our specialty is identifying vertical displacements.

Vertical Displacements: 323 (87%) of the ADA violations identified in this risk assessment are vertical displacements that can be removed with our repair process.

Potential Savings: Using Georgia Safe Sidewalks to remove the vertical displacements identified in this risk assessment will improve pedestrian safety and compliance with ADA at a savings of approximately \$82,000 versus traditional methods such as demolition and replacement.



Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

This is What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite mapping technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a detailed summary identifying locations for issues that cannot be remedied with our repair process.





Policies & Support Materials

Sole Source versus Bidding: Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to “bid” a project, then this proposal should **not** be considered as our official bid. If you want a project bid, then **you** will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for your sidewalk maintenance responsibilities to Georgia Safe Sidewalks.

Safety & Insurance: Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

Warranty on Service: No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our guarantee for our repair is as follows:

- All displacements will be removed to a 0” height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.
- There will be no damage to surrounding landscaping, utilities or personal property.



ADA Guidelines for Trip Hazards:

Georgia Safe Sidewalks strives to meet compliance with ADA guidelines on each and every trip hazard repair that we make. Those guidelines are as follows:

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.

Vertical Change in Level

TECHNICAL CHAPTER 3: BUILDING BLOCKS

303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.

Examples of ADA Violations according to these Guidelines

Large (1-3/4" high)



Medium (7/8" high)



Small (1/2" high)





2024 Pricing Policy

Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the vertical displacement measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2") + Height on low side (1/4")}}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

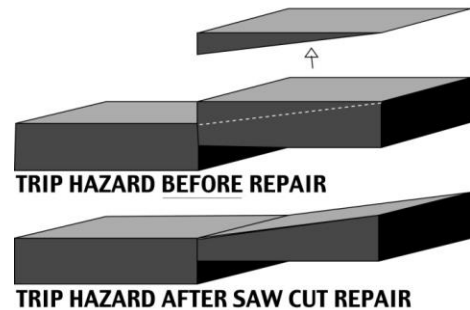
Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

Pricing & Volume Discounts:

- ✚ Our pricing is based upon project size. Price discounts vary depending upon the size of your project.

Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is \$1,000. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is \$2,000.



Sole Source:

Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk trip hazards as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for trip hazard removal using the equipment and methods described in these patent numbers within the state of Georgia.

Payment Terms: All invoices are due **15-days** from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks' work.

Inspection Fees: This proposal may have been created after an inspection was completed and paid for by the customer. In the event the customer has paid a fee for their original inspection, they have 6-months to approve the full project offer in order to receive a rebate on the original inspection.

Additional Charges:

- Credit card payments are acceptable with an additional fee equal to 3% added to each invoice.
- Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.
- If the customer requires custom insurance certificates with a vendor registration fee, a \$200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.
- If required to "register" with a vendor management company, a fee of \$200 will be added to the invoice to cover the registration fee requirement.

6

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Offer Summary

The maps and tables on the following pages provide a general location for the vertical displacements that we identified and summarize their severity. Due to limited accuracy with GPS technology this information should only be used for general locations.

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee. This option has already been discounted by 6%.

Price: \$32,380

Days to Complete: ~ 6 days

Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. This option has already been discounted by 4%.

Price: \$23,390

Days to Complete: ~ 4 days

Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements. This option has already been discounted by 4%.

Price: \$13,685

Days to Complete: ~ 3 days

Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount they can afford, and an area to begin by providing us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

Our minimum is \$1,000

Projects above \$5,000 are discounted by 2%

Projects above \$10,000 are discounted by 4%

Projects above \$25,000 are discounted by 6%

Projects above \$50,000 are discounted by 8%

Projects above \$100,000 are discounted by 10%



Because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months. Operating costs increase with time, and sidewalk conditions change over time.

- ✚ After 6-months, the prices provided in this quotation will be increased by 5%.
- ✚ If unable to make a decision within 12 months, no problem, the proposal will still be valid, but the prices shown will be increased by 10%.
- ✚ If still unable to make a decision after 2 years, we still want your business. We will honor this proposal for as long as 24-months but the pricing shown at that point will be increased by an additional 10%.

In the event that we are asked to return to a property/community to re-inspect it, the 2nd inspection will be conducted at a cost of \$300 per pedestrian mile.

Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 90 trip hazards or 120 inch-feet in a single day depending upon their size and location.

First Available Start Date: July 29th

Our business has grown in popularity enough that we carry a steady 3-month backlog throughout the year. Uncertain business conditions and the fact that our employees are trained, skilled tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.



Terminology

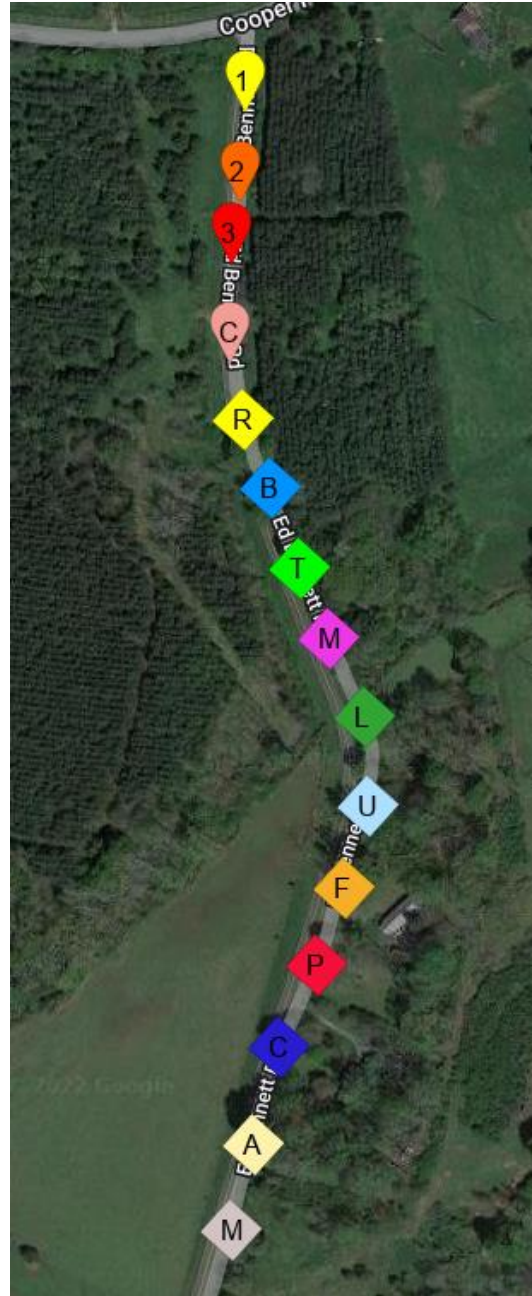
The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼" and less than 2" in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.

Repairs we can make that are included in this repair offer:

- A yellow balloon identifies a small vertical displacement estimated to be between ¼" and ½" high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8" and 1" high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8" and 2" high.
- A pink balloon identifies a curb cut that we can make.

Repairs beyond our services, issues that require another source and is not included in this repair offer:

- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair. The sidewalk
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2" high and requires new concrete instead of a repair.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It can be buried sidewalk, or overgrown sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk or uneven with the walking surface.
- An orange diamond identifies a wide gap in the walkway that needs filled.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the storm runoff catch basin.
- A pale-yellow diamond identifies an issue/problem with an ADA ramp.
- A gray diamond is a miscellaneous sidewalk problem or comment.



9

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Full Area Inspected





Repair Options

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee.

Price: \$32,380

Days to Complete: ~ 6 days

	Small Hazards 1/4" to 1/2"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	180	84	59		
				Total # of Hazards	323
				Curbing (ft)	0 ft

The map below shows all trip & fall hazards identified in our survey that can be removed with our repair process.

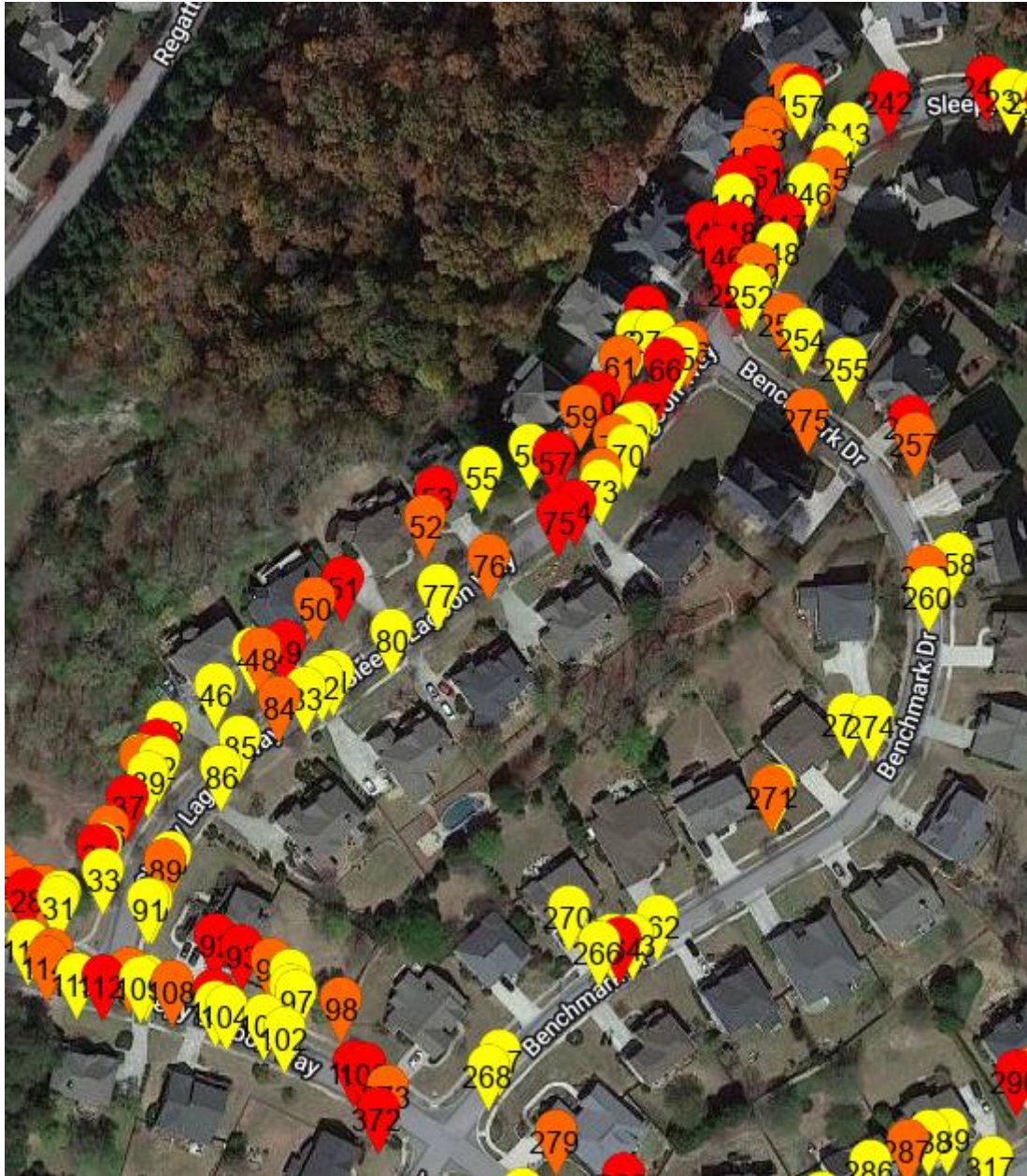


11

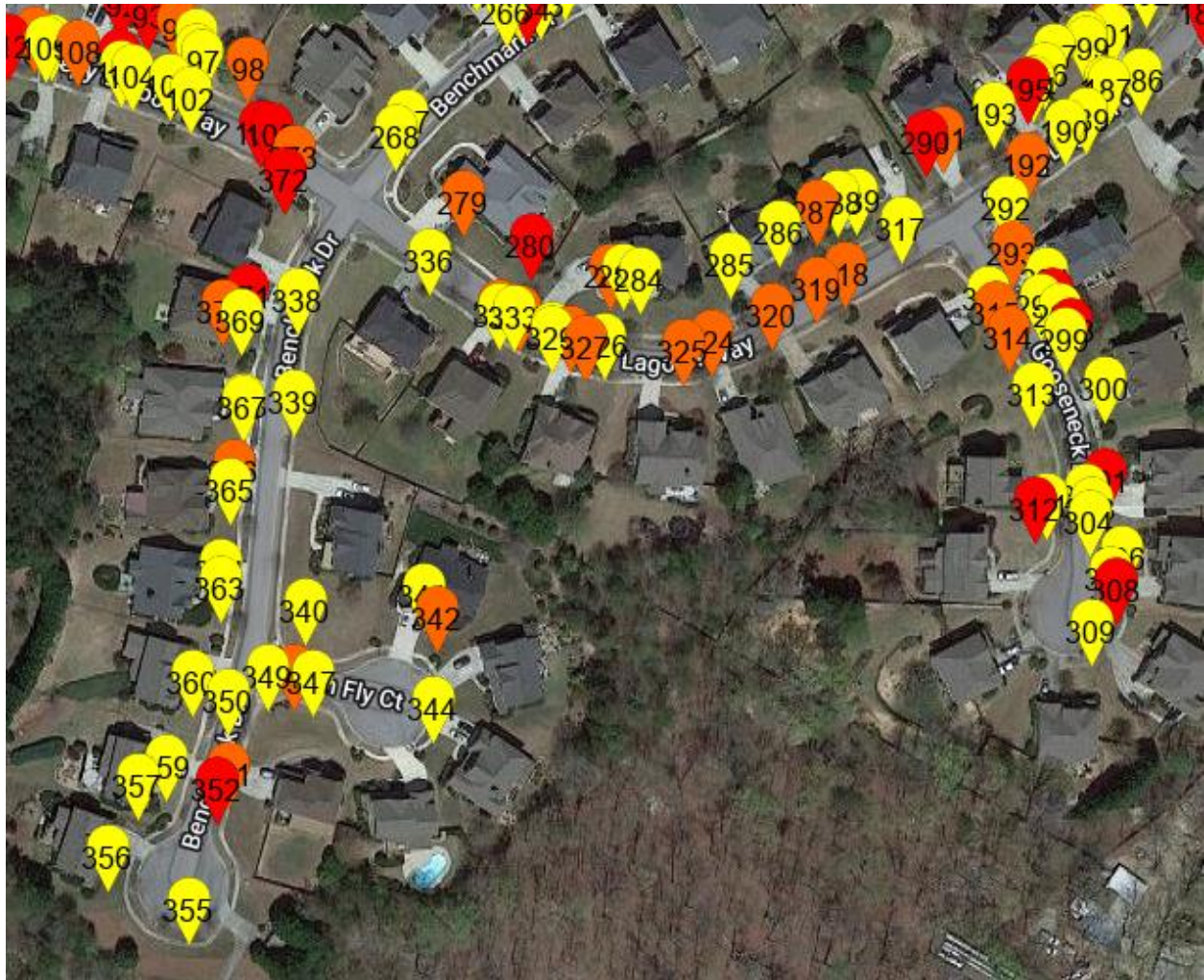
P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.











Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. Smaller hazards will remain in the walkways.

Price: \$23,390

Days to Complete: ~ 4 days

	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	84	59		
			Total # of Hazards	143

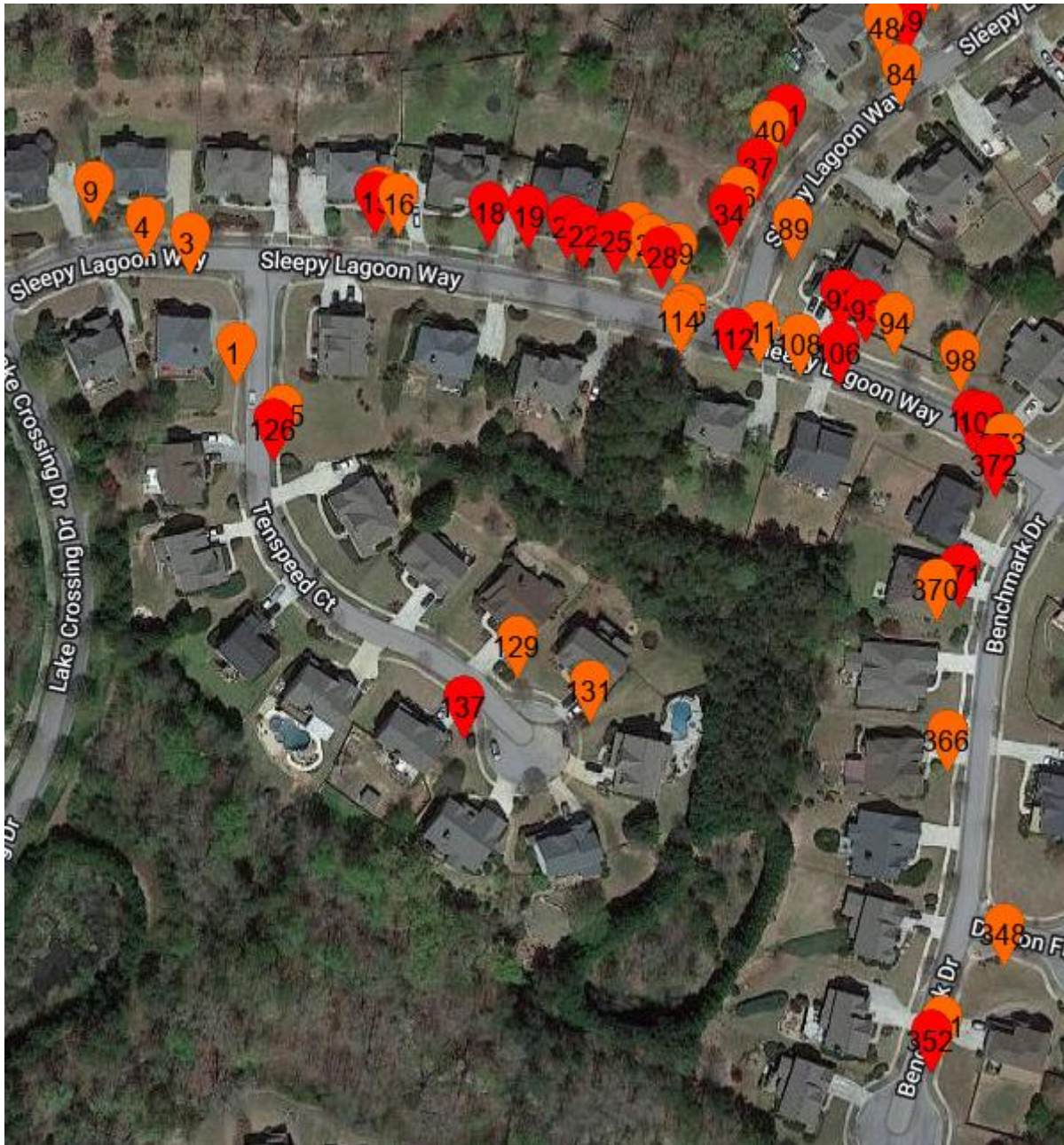
The maps below show the location of the medium sized vertical displacements identified in our survey followed by the smaller displacements identified in our survey. The maps of the smaller displacements show what will be left behind if a full project is not approved.

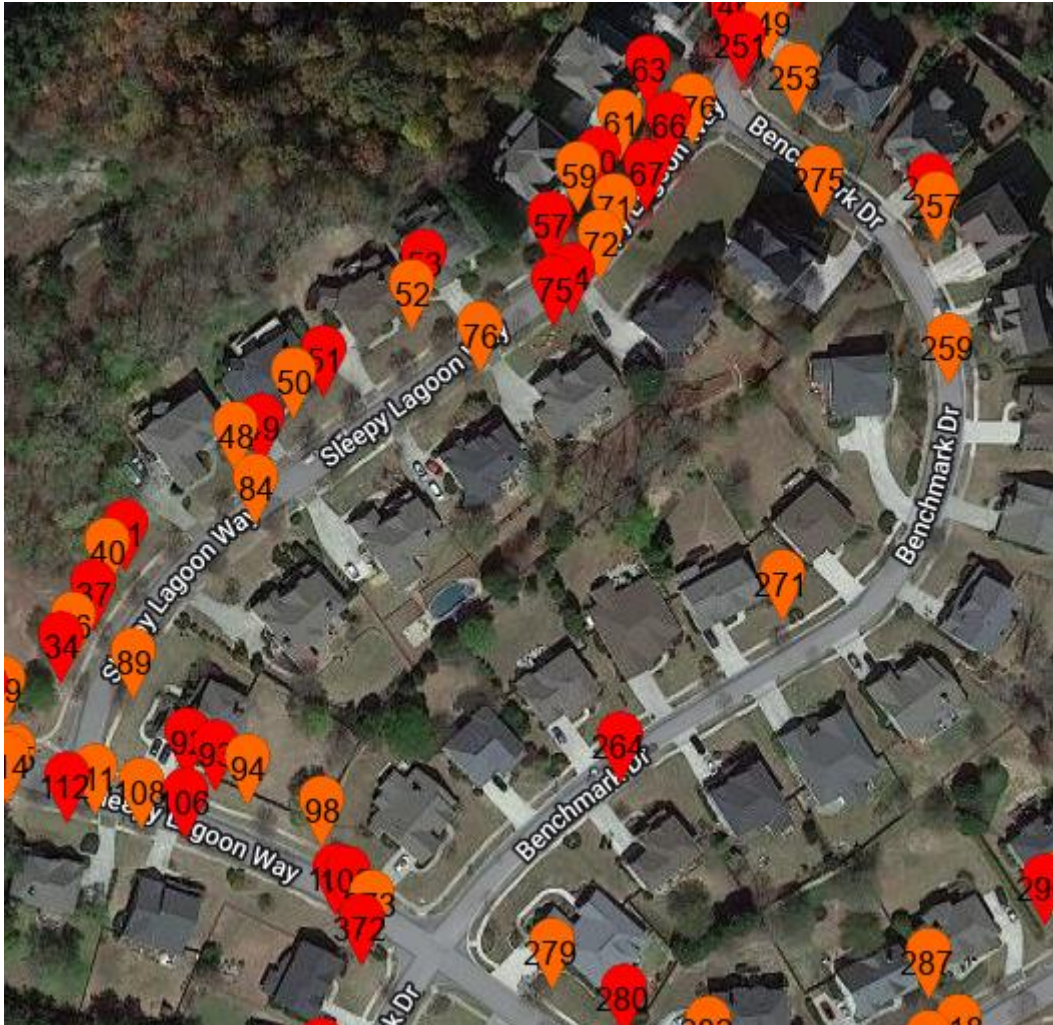


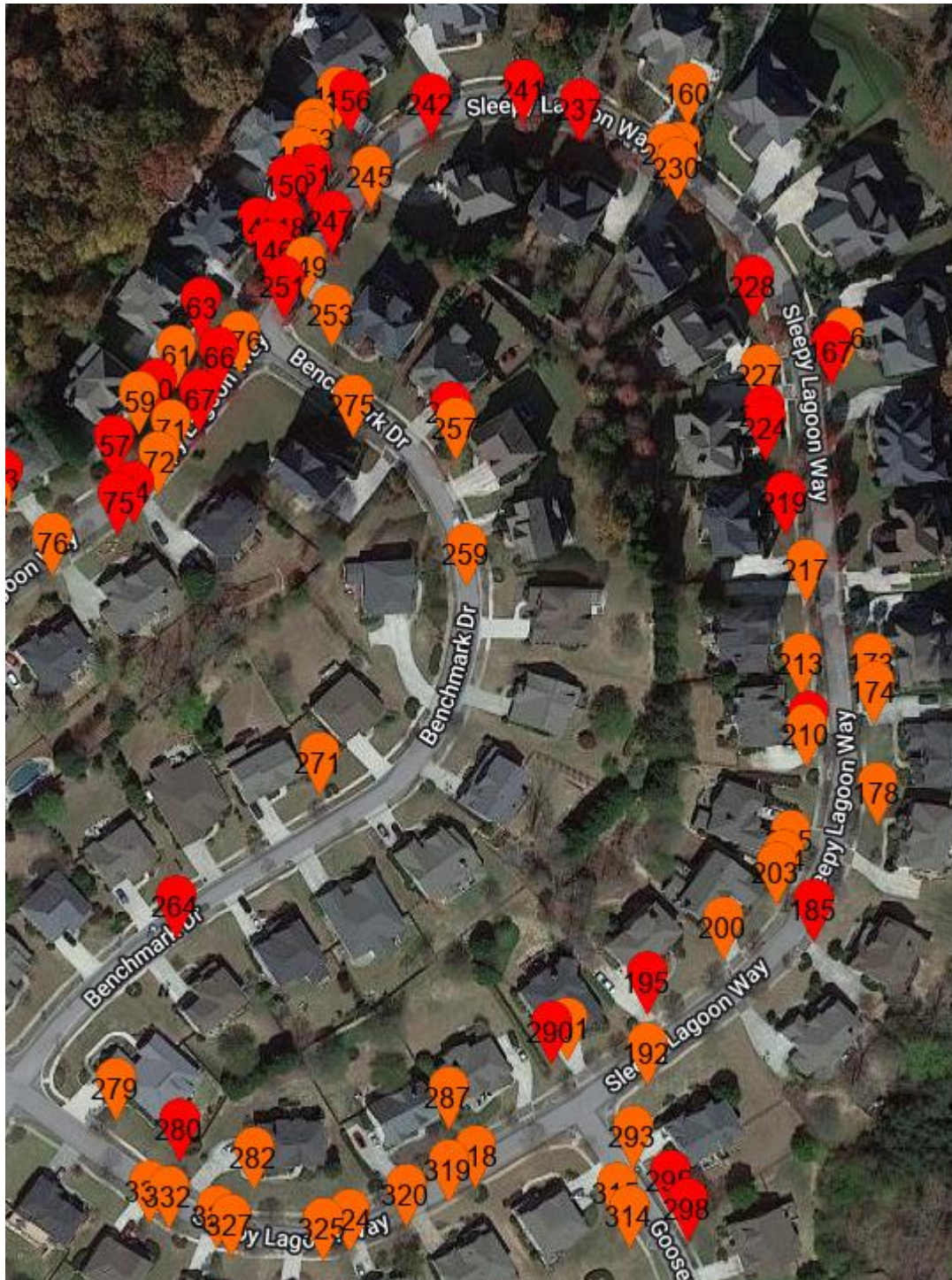
16

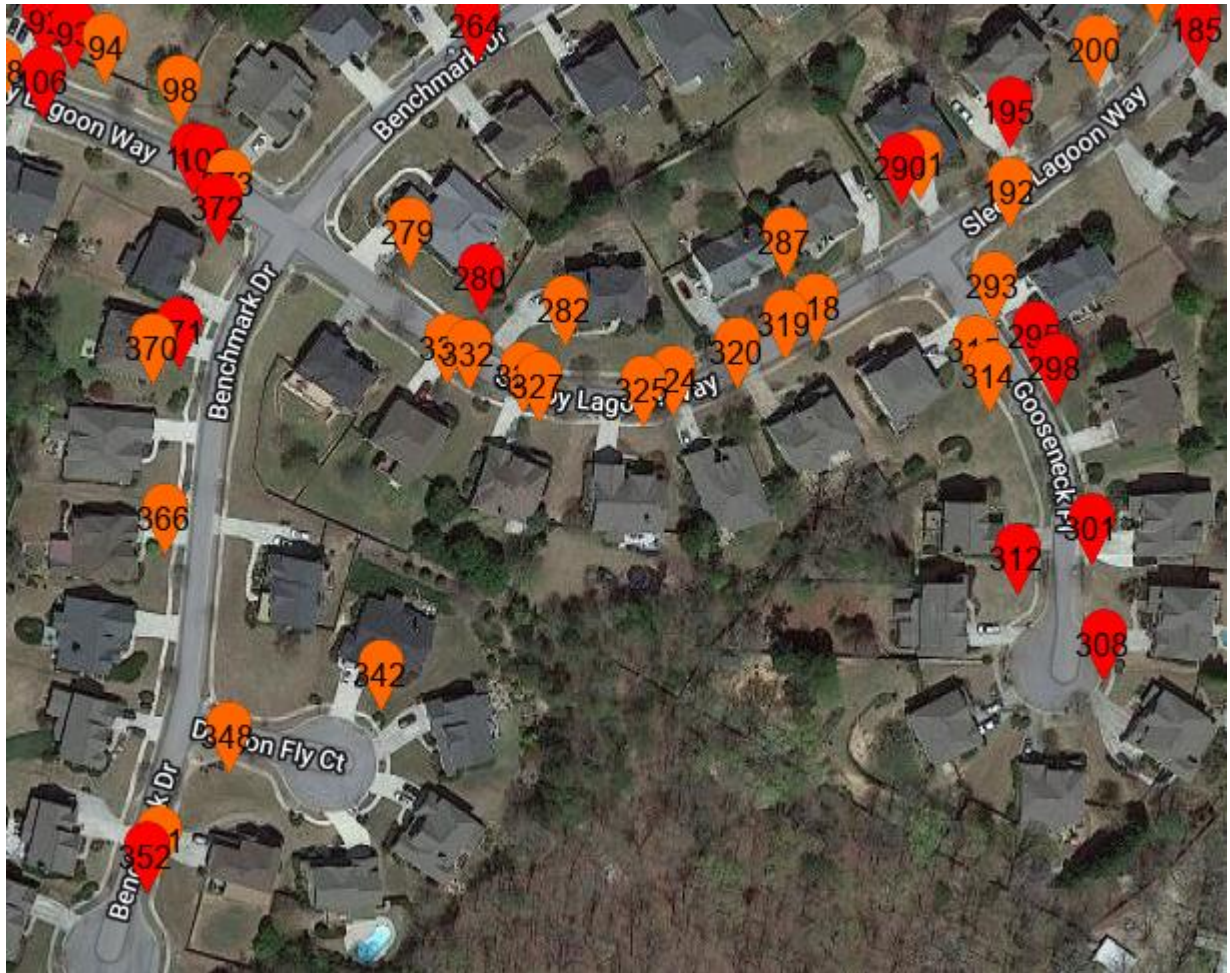
P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.

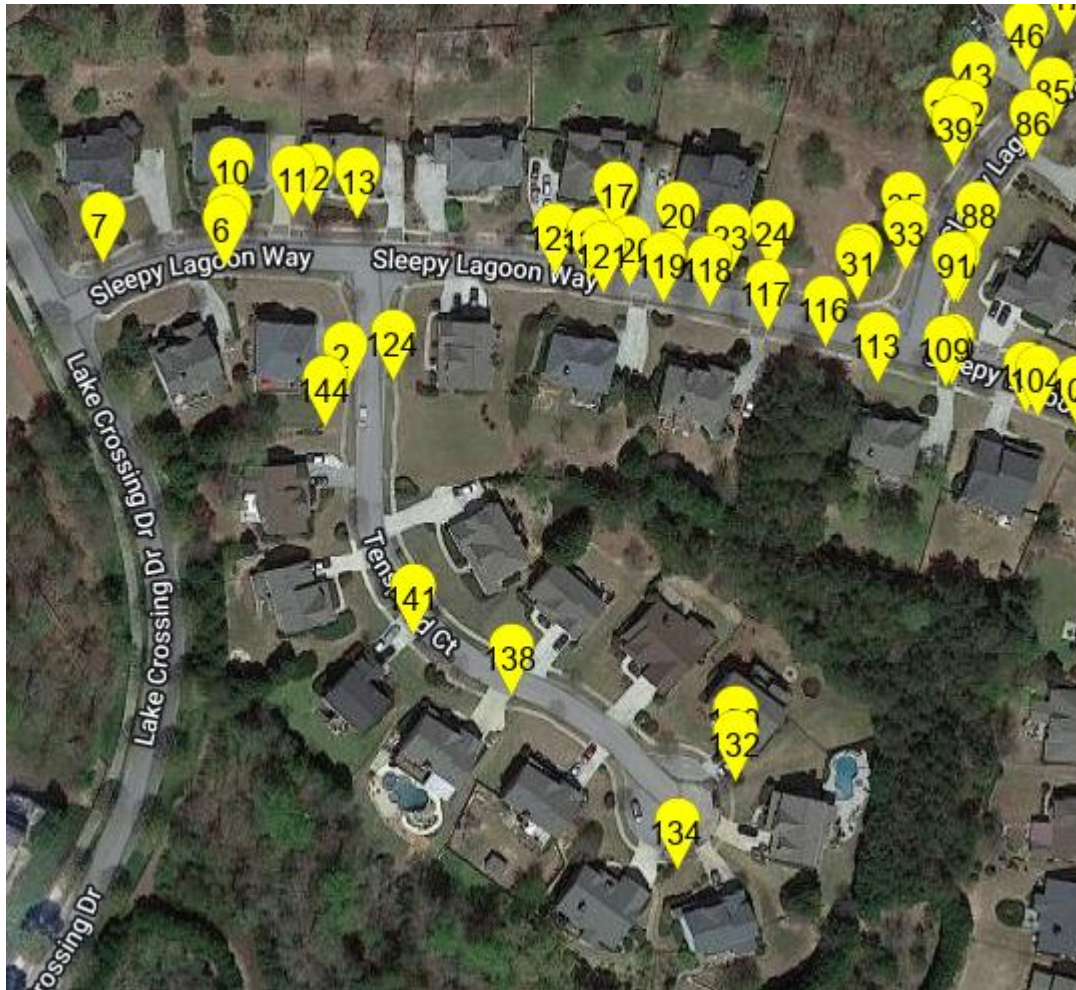


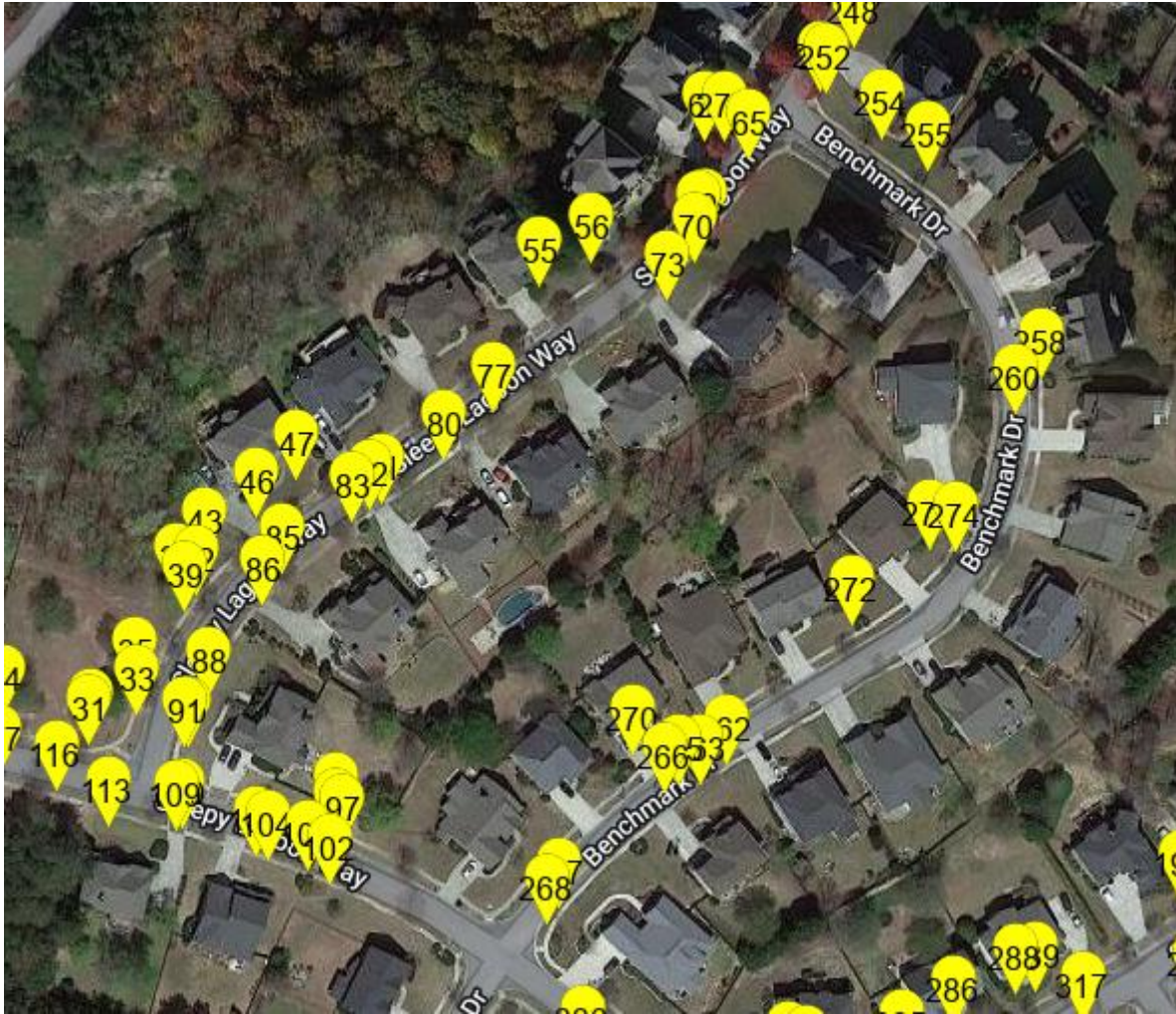


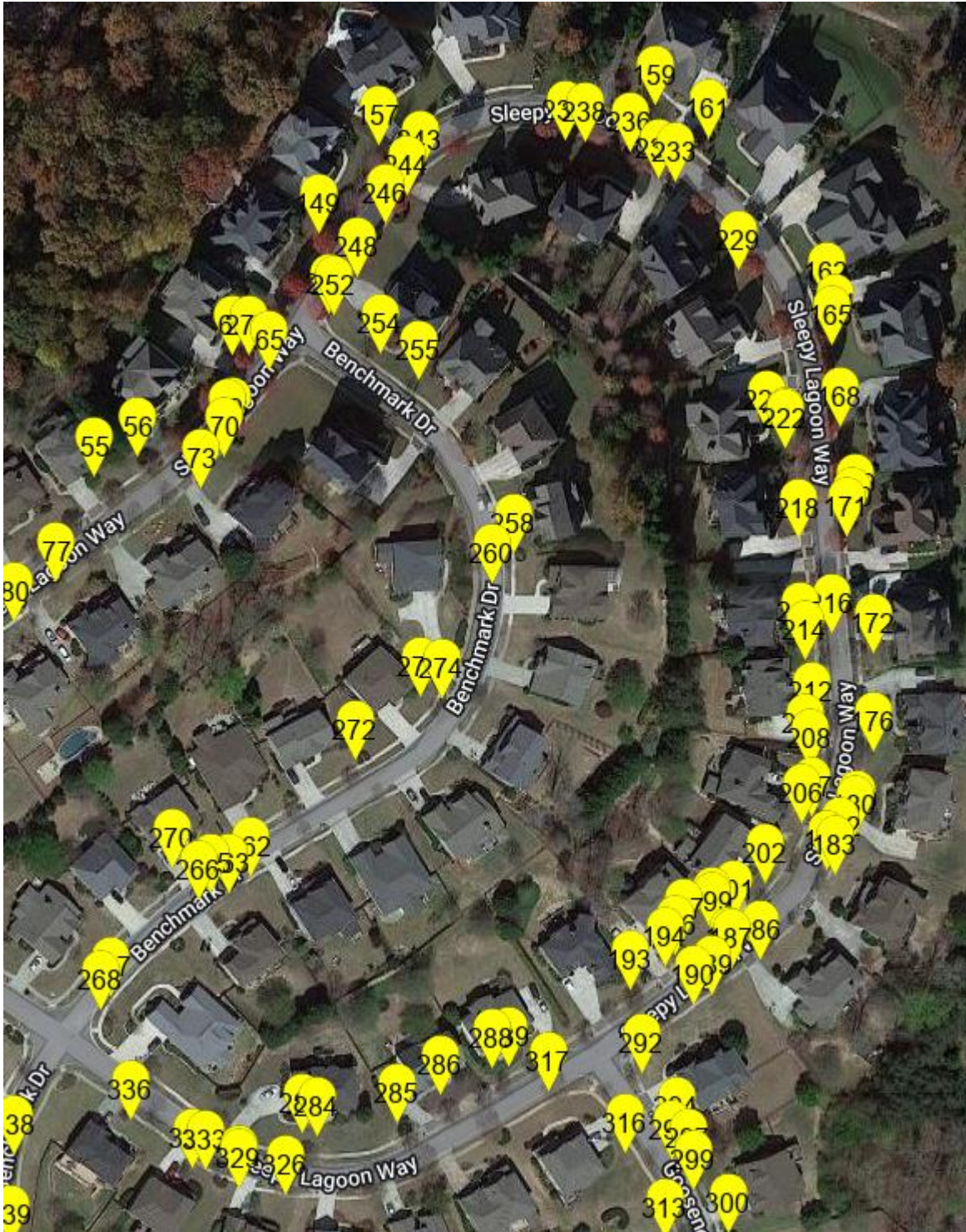


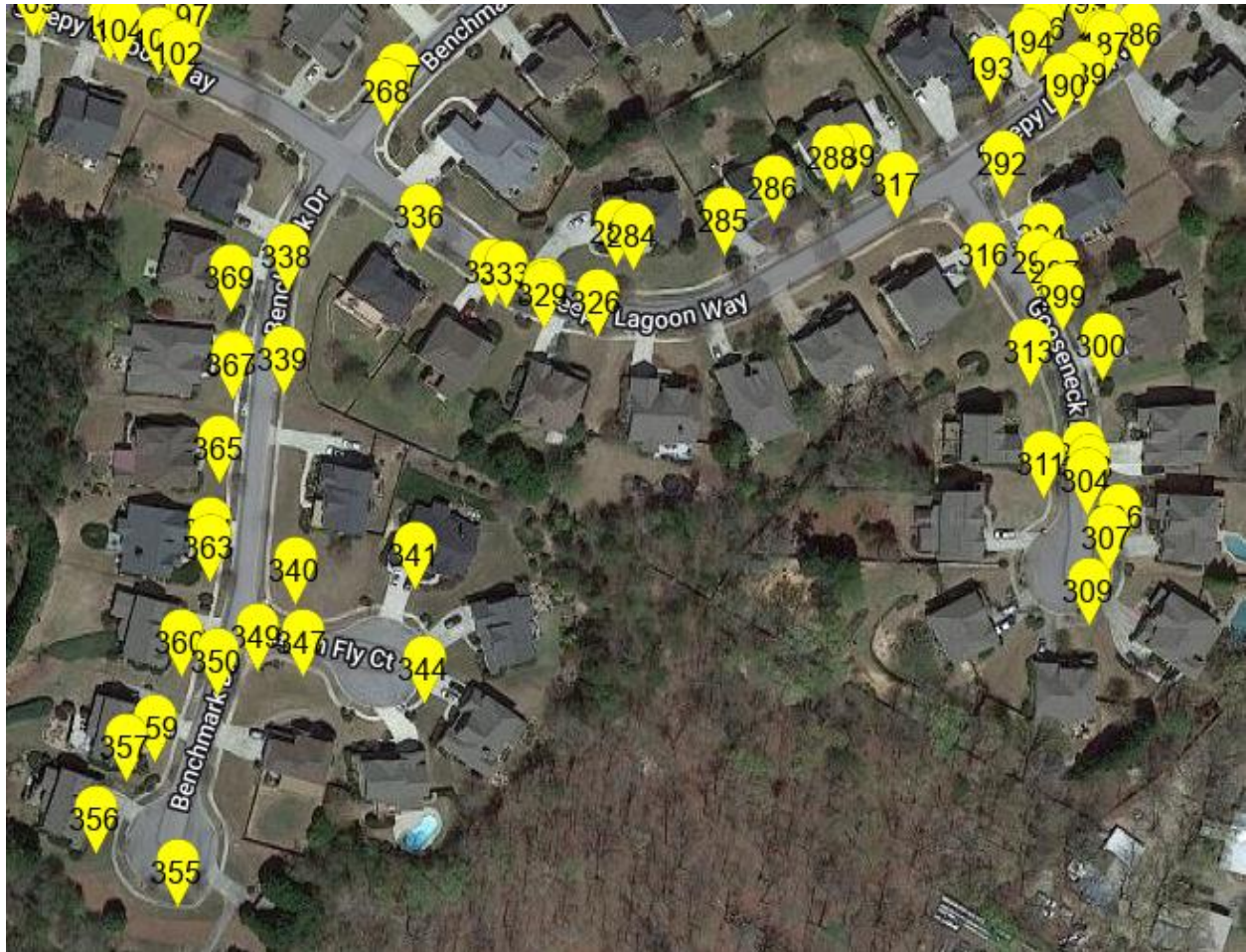














Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements.

Price: \$13,685

Days to Complete: ~ 3 days

	Large Hazards 1-1/8" to 2"		
# of Hazards	59		
		Total # of Hazards	59

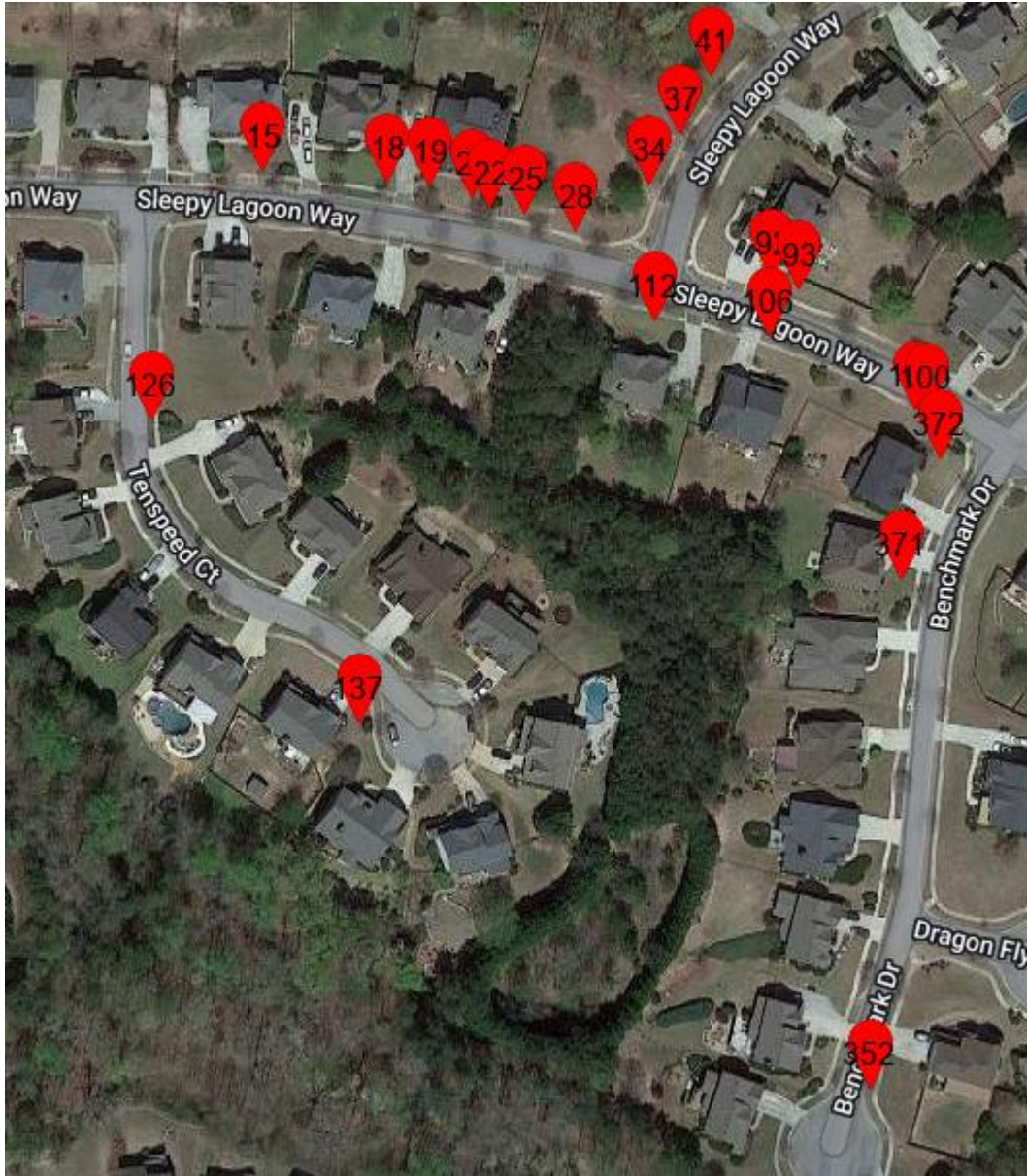
The map below shows the approximate location of the large vertical displacements identified in our survey.

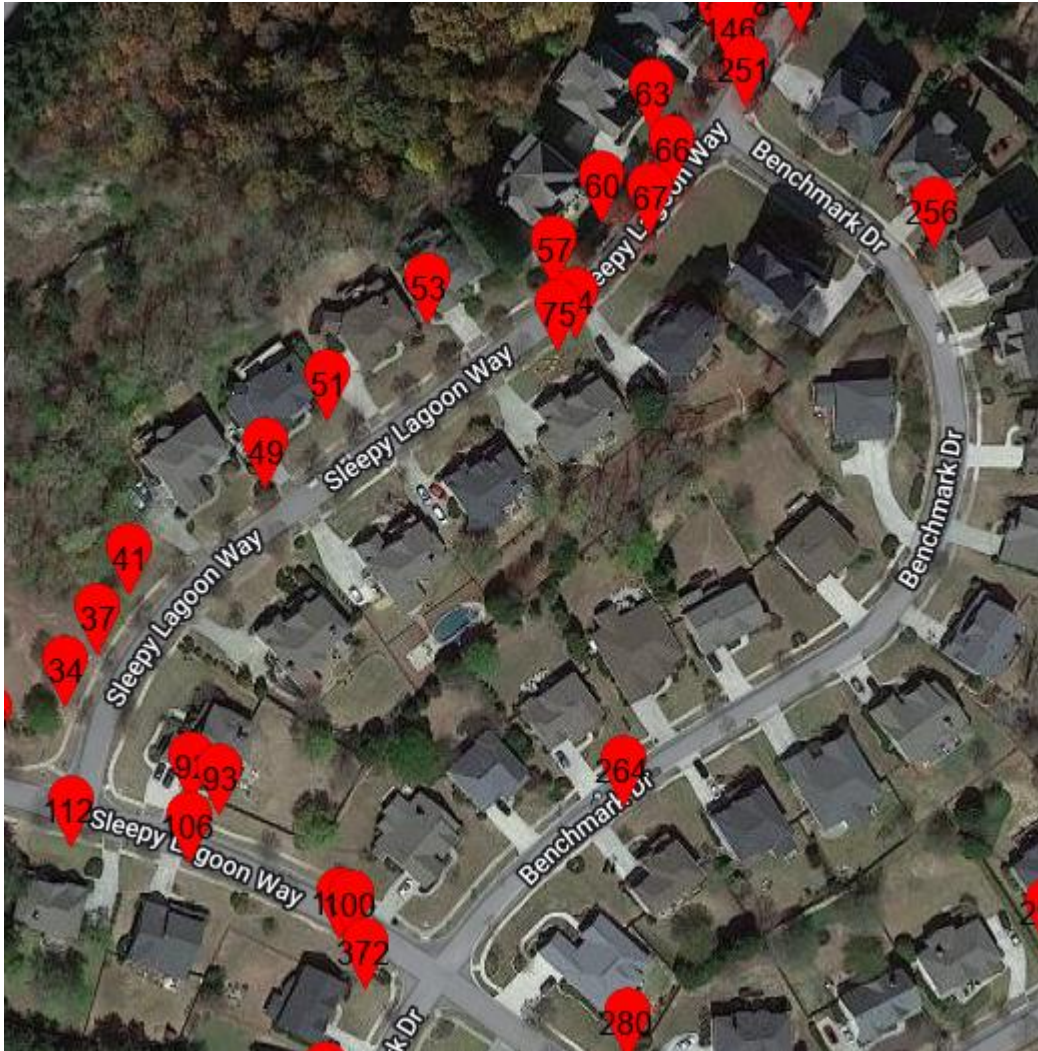


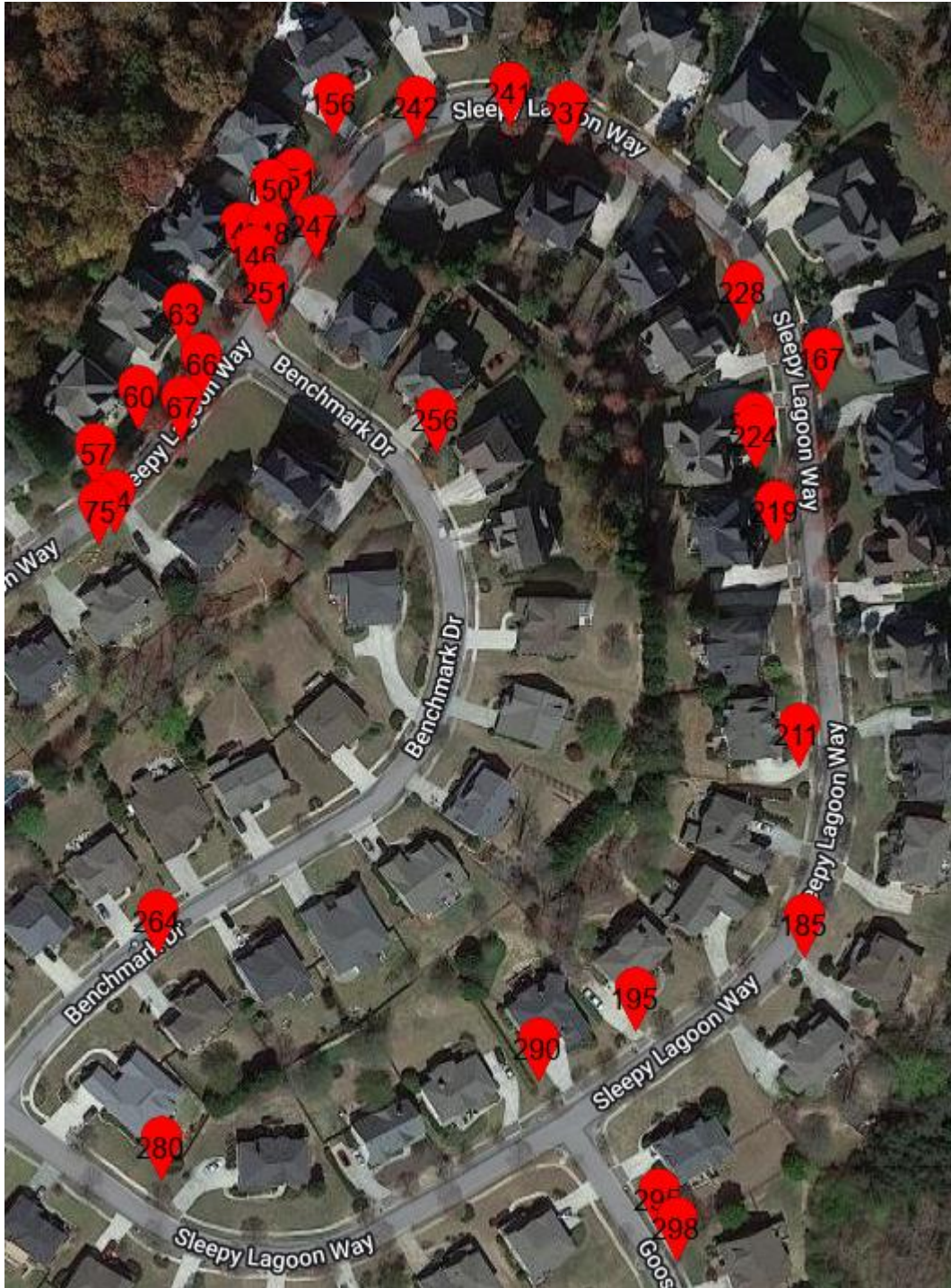
26

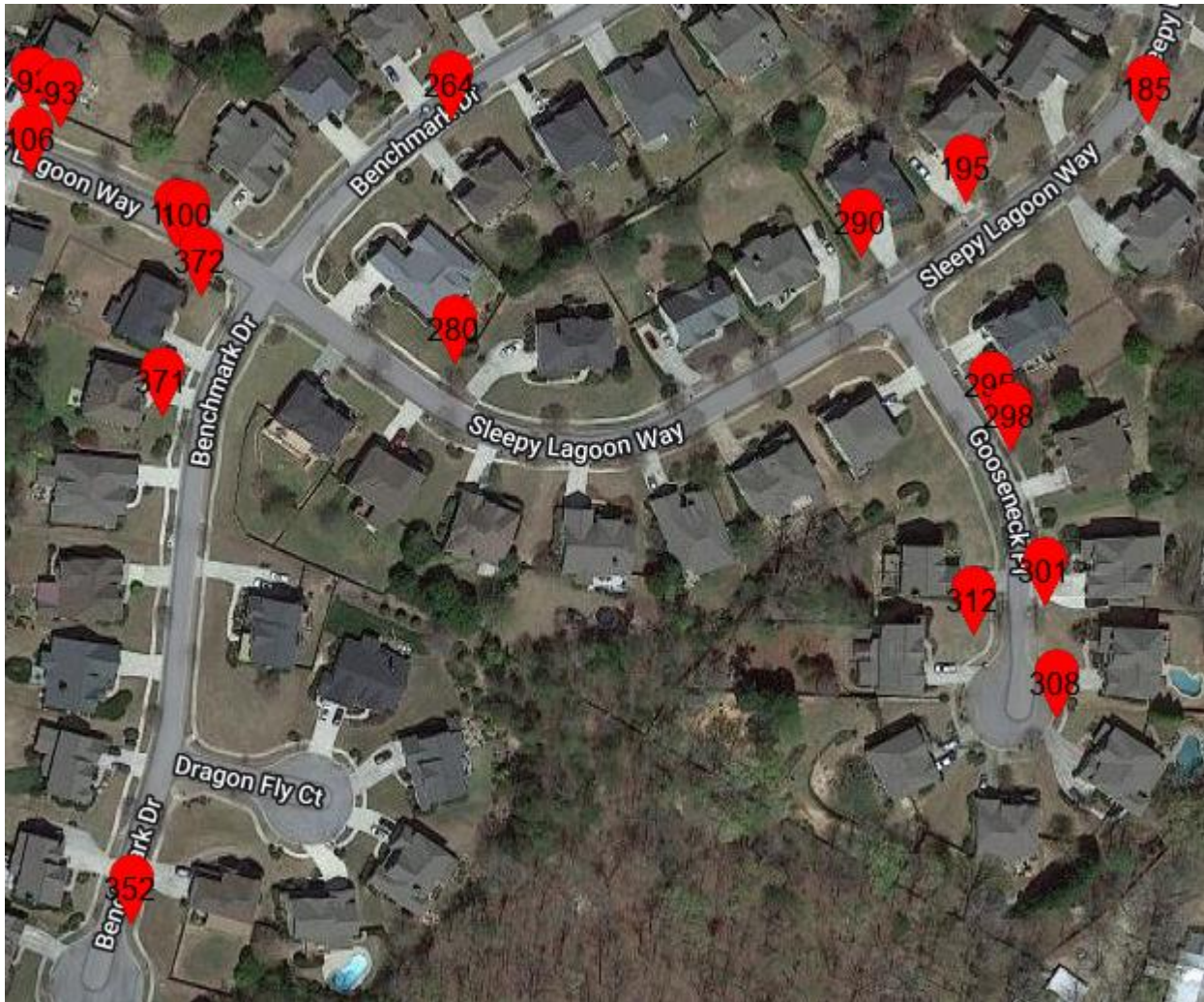
P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.





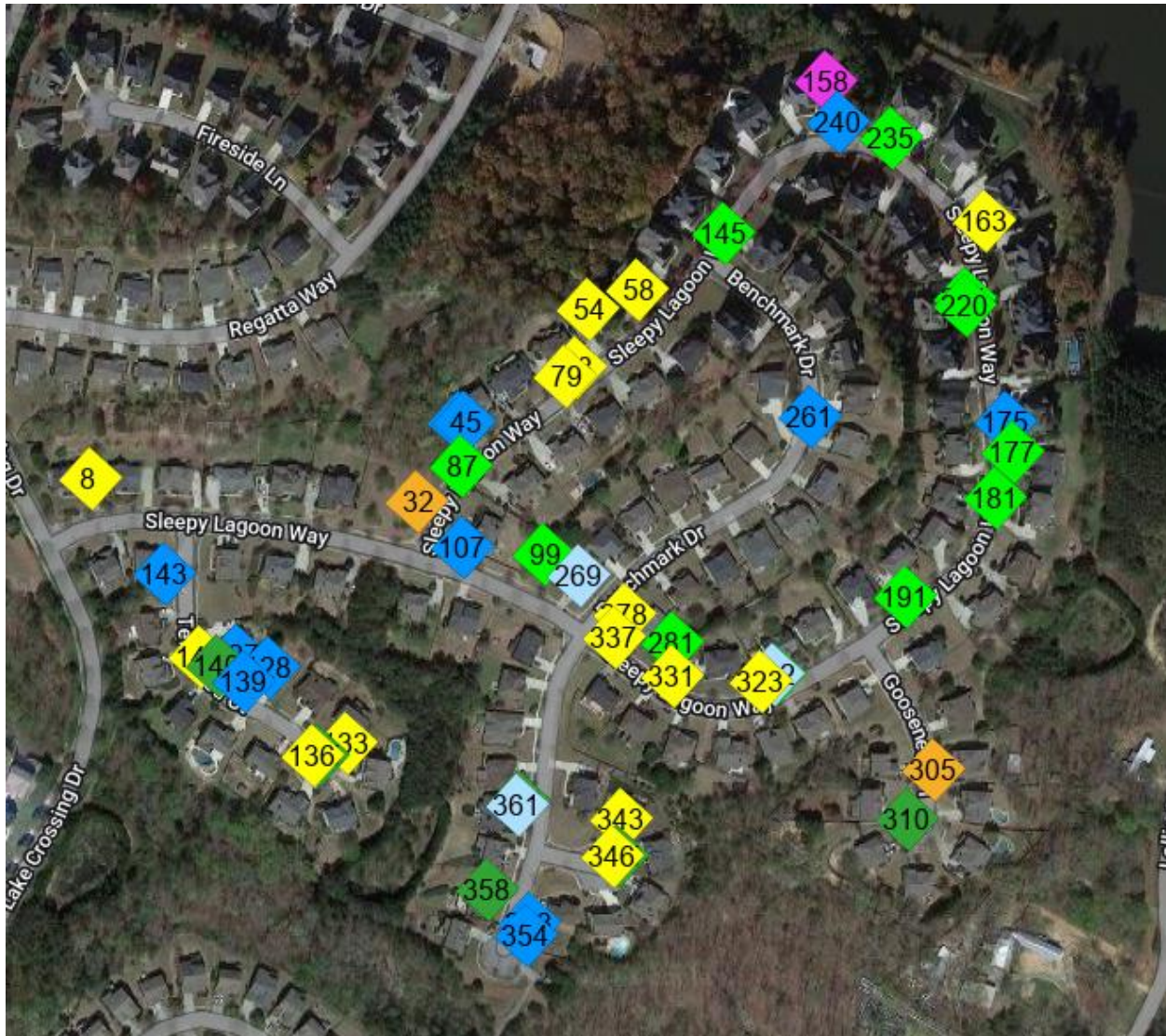


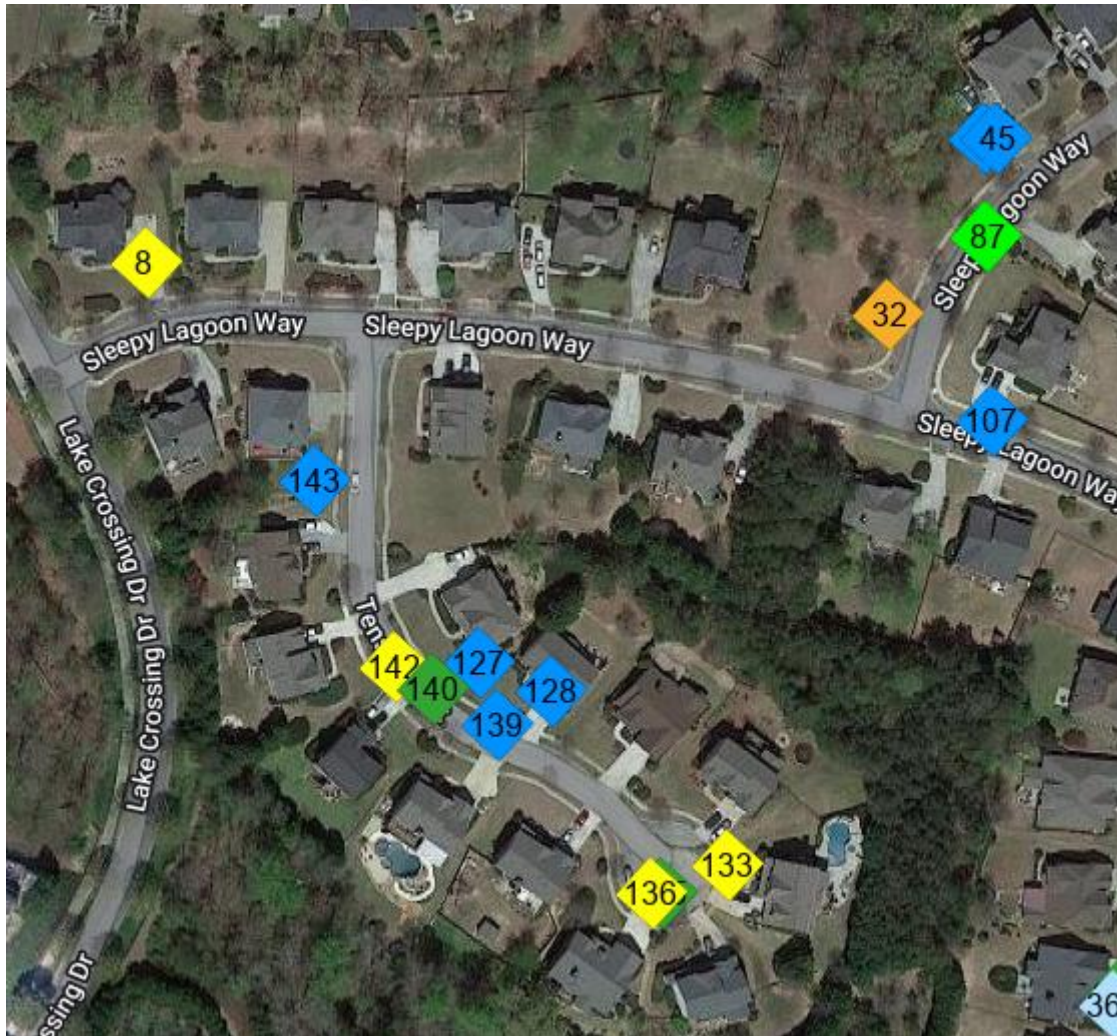


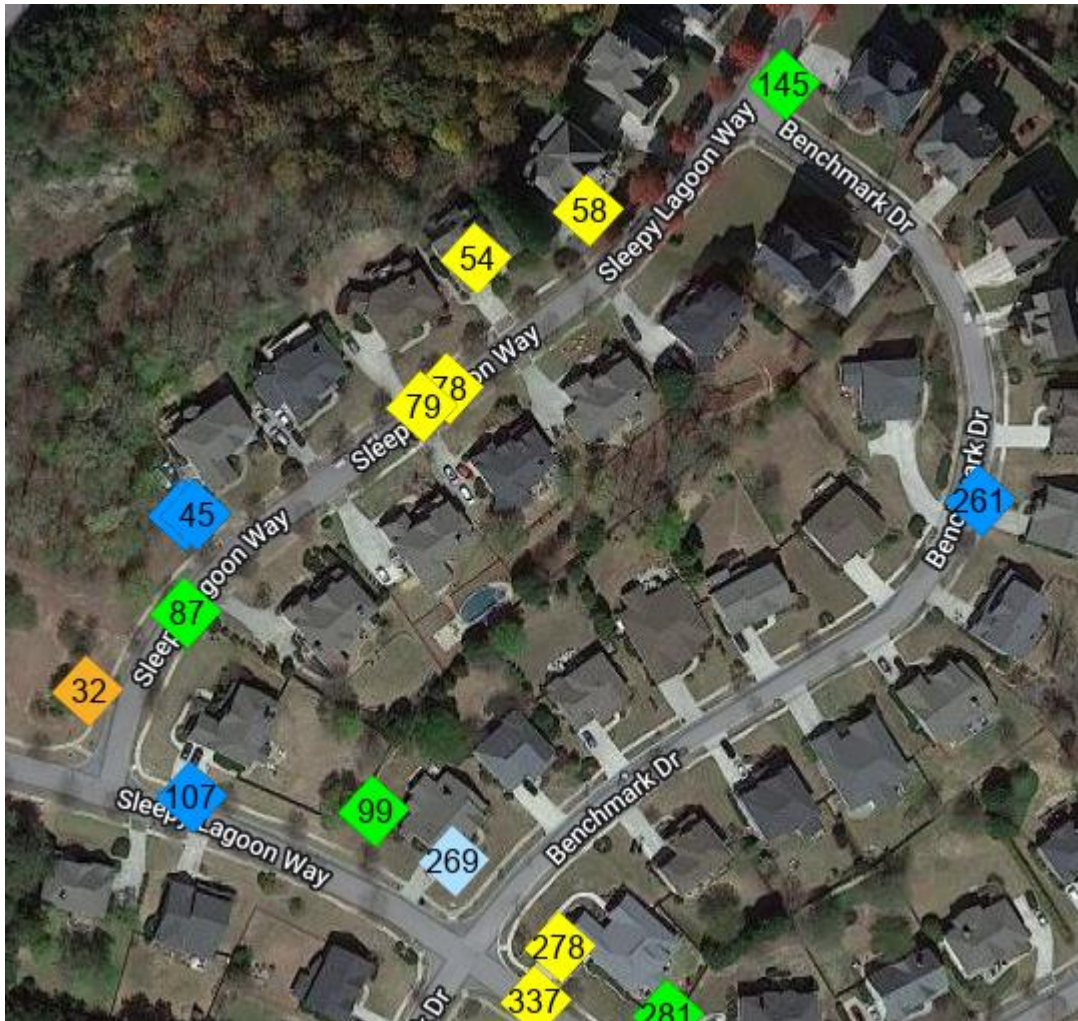


Non-Cut Issues – Repair not Possible by Georgia Safe Sidewalks

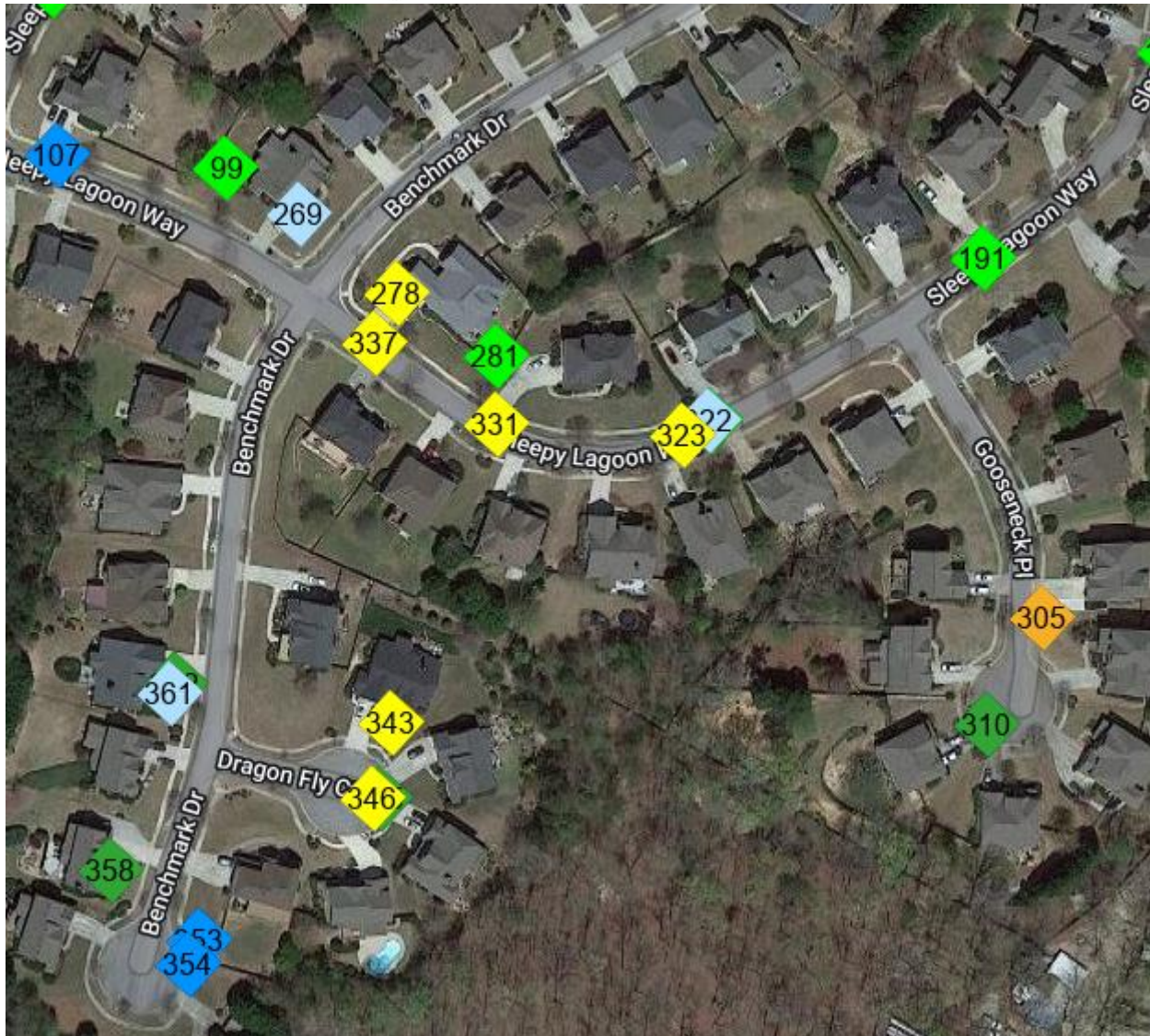
The maps below show areas identified in our survey where our repair process will not correct the issue. These areas need to be dealt with either by a concrete company, general contractor, or your in-house staff.













Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Medium	126	Large	250	Small
2	Small	127	Broken	251	Large
3	Medium	128	Broken	252	Small
4	Medium	129	Medium	253	Medium
5	Small	130	Small	254	Small
6	Small	131	Medium	255	Small
7	Small	132	Small	256	Large
8	Replace at driveway	133	Replace at driveway	257	Medium
9	Medium	134	Small	258	Small
10	Small	135	Cut back shrubs	259	Medium
11	Small	136	Replace at driveway	260	Small
12	Small	137	Large	261	Broken
13	Small	138	Small	262	Small
14	Medium	139	Broken	263	Small
15	Large	140	Cut back shrubs	264	Large
16	Medium	141	Small	265	Small
17	Small	142	Replace at driveway	266	Small
18	Large	143	Broken	267	Small
19	Large	144	Small	268	Small
20	Small	145	Too big	269	Uneven utility
21	Large	146	Large	270	Small
22	Large	147	Large	271	Medium
23	Small	148	Large	272	Small
24	Small	149	Small	273	Small
25	Large	150	Large	274	Small
26	Medium	151	Large	275	Medium
27	Medium	152	Medium	276	Medium
28	Large	153	Medium	277	Small
29	Medium	154	Medium	278	Replace at driveway
30	Small	155	Medium	279	Medium
31	Small	156	Large	280	Large
32	Fill chipped joint	157	Small	281	Too big
33	Small	158	Missing	282	Medium



34	Large	159	Small	283	Small
35	Small	160	Medium	284	Small
36	Medium	161	Small	285	Small
37	Large	162	Small	286	Small
38	Small	163	Replace at driveway	287	Medium
39	Small	164	Small	288	Small
40	Medium	165	Small	289	Small
41	Large	166	Medium	290	Large
42	Small	167	Large	291	Medium
43	Small	168	Small	292	Small
44	Broken	169	Small	293	Medium
45	Broken	170	Small	294	Small
46	Small	171	Small	295	Large
47	Small	172	Small	296	Small
48	Medium	173	Medium	297	Small
49	Large	174	Medium	298	Large
50	Medium	175	Broken	299	Small
51	Large	176	Small	300	Small
52	Medium	177	Too big	301	Large
53	Large	178	Medium	302	Small
54	Replace at driveway	179	Small	303	Small
55	Small	180	Small	304	Small
56	Small	181	Too big	305	Fill chipped joint
57	Large	182	Small	306	Small
58	Replace at driveway	183	Small	307	Small
59	Medium	184	Small	308	Large
60	Large	185	Large	309	Small
61	Medium	186	Small	310	Cut back shrubs
62	Small	187	Small	311	Small
63	Large	188	Small	312	Large
64	Medium	189	Small	313	Small
65	Small	190	Small	314	Medium
66	Large	191	Too big	315	Medium
67	Large	192	Medium	316	Small
68	Small	193	Small	317	Small
69	Small	194	Small	318	Medium
70	Small	195	Large	319	Medium



71	Medium	196	Small	320	Medium
72	Medium	197	Small	321	Too big
73	Small	198	Small	322	Uneven utility
74	Large	199	Small	323	Replace at driveway
75	Large	200	Medium	324	Medium
76	Medium	201	Small	325	Medium
77	Small	202	Small	326	Small
78	Replace	203	Medium	327	Medium
79	Replace at driveway	204	Medium	328	Medium
80	Small	205	Medium	329	Small
81	Small	206	Small	330	Small
82	Small	207	Small	331	Replace at driveway
83	Small	208	Small	332	Medium
84	Medium	209	Small	333	Small
85	Small	210	Medium	334	Small
86	Small	211	Large	335	Medium
87	Too big	212	Small	336	Small
88	Small	213	Medium	337	Replace at driveway
89	Medium	214	Small	338	Small
90	Small	215	Small	339	Small
91	Small	216	Small	340	Small
92	Large	217	Medium	341	Small
93	Large	218	Small	342	Medium
94	Medium	219	Large	343	Replace at driveway
95	Small	220	Too big	344	Small
96	Small	221	Too big	345	Cut back shrubs
97	Small	222	Small	346	Replace at driveway
98	Medium	223	Small	347	Small
99	Too big	224	Large	348	Medium
100	Large	225	Large	349	Small
101	Large	226	Small	350	Small
102	Small	227	Medium	351	Medium
103	Small	228	Large	352	Large
104	Small	229	Small	353	Broken
105	Small	230	Medium	354	Broken
106	Large	231	Medium	355	Small
107	Broken	232	Medium	356	Small



108	Medium	233	Small	357	Small
109	Small	234	Small	358	Cut back shrubs
110	Small	235	Too big	359	Small
111	Medium	236	Small	360	Small
112	Large	237	Large	361	Uneven utility
113	Small	238	Small	362	Cut back shrubs
114	Medium	239	Small	363	Small
115	Medium	240	Broken	364	Small
116	Small	241	Large	365	Small
117	Small	242	Large	366	Medium
118	Small	243	Small	367	Small
119	Small	244	Small	368	Small
120	Small	245	Medium	369	Small
121	Small	246	Small	370	Medium
122	Small	247	Large	371	Large
123	Small	248	Small	372	Large
124	Small	249	Medium	373	Medium
125	Medium				



The photo to the left shows a vertical displacement in which the driveway apron is higher than the adjacent sidewalk. Because we have been asked to not cut driveway aprons, this issue has been tagged "replace at driveway". Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



This next photo shows concrete chipped out of a joint between panels. It can or should be filled. We do not provide this type of work because most of our customers can do it less expensively with their own staff and materials purchased locally.



The photo to the left shows broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



This next photo shows buckled sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a displacement that is too big to remove with our process. It is over 2" high. Removing the high concrete will leave a slab that is too thin and susceptible to breaking. This sidewalk panel should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a landscaping issue. The shrubs should be cut back to fully open the sidewalk to pedestrians. We do not provide this type of work since it is normally the responsibility of the property owner. This is not included in this repair offer.



This next photo shows sidewalk that is missing. New sidewalk should be added to complete the walkway. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows an uneven utility. It should be flush with the walking surface. Because we are not a utility or general contractor, this is not an issue we can resolve. It is not included in this repair offer.



Competitive Analysis

Versus Demolition & Replacement

Our biggest advantages over removal & replacement is cost and time.

Georgia Safe Sidewalks has 16 years of history removing vertical displacements for organizations throughout Georgia. Our average cost throughout our history to remove a vertical displacement is \$65 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at \$2.60 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between \$20 and \$25 per square foot. Costs associated with removal and replacement include:

- ✚ Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- ✚ Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- ✚ Disposal costs for waste concrete at landfills.
- ✚ Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

Estimated Concrete “not” Removed: 5,700 square feet

Estimated Savings: \$82,000

Additional Benefits over Demolition & Replacement

- ✚ Small crew means less disruption to the community during production.
- ✚ Small equipment means no risk of damage to property landscaping, irrigation systems, utilities, and personal property.
- ✚ No threat of vandalism to wet concrete.
- ✚ Faster production means less disruption to the community.
- ✚ Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- ✚ Small equipment means less greenhouse gas emissions into the environment.



Versus Grinding & Scarifying

These photos are of typical grinds on sidewalks in Georgia.

The photos at right show the uneven, unprofessional appearance of sidewalk repair by a grinder or scarifier. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. They show how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.



Additional Benefits over Grinding

- ✚ Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- ✚ GASS removes the entire trip hazard each and every time.
- ✚ GASS guarantees an ADA compliant repair.
- ✚ GASS is priced equal to or lower than grinding. Most grinding companies charge \$15-\$20 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to \$3-\$4 per square foot.



OSHA Certification

You need to be careful if you are doing your own grinding and asking employees to do this type of work. First, to grind a sidewalk you must utilize equipment that will minimize dust. The equipment being used must include dust abatement.

Second, your employee or contractor performing this work must be wearing the recommended safety gear to work in a dusty environment. Third, any employee of yours, or your vendor must be certified by a physician for permission to work while wearing this safety equipment. If you send an employee to rent a grinder to repair sidewalks without this certification, you are in violation of OSHA regulations and can be fined or held liable in future years for any health issues to that employee.

All employees at Georgia Safe Sidewalks have been physician certified and meet OSHA requirements.

"Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder."



VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED

PART 1. GENERAL

Date: This Agreement made this _____ day of _____, 20____

1.1 Contractor

Georgia Safe Sidewalks
PO Box 336
Nicholson, GA 30565
Office: 770-722-2534
Email: Todd@GASafeSidewalks.com
Contractor's Representative: Todd Fulk

1.2 Client (herein called "Client") _____

Project Address Location:

On Site Contact Phone: _____

On Site Contact Email: _____

1.3 Project. Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated _____. Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated _____. All concrete shall be disposed of as required by law.



PART 3. PAYMENT/AUTHORIZATION

3.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.

B. The Client shall pay the Contractor the amount not to exceed \$_____ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.

C. Other terms: N/A

3.2 LEGAL

A. **Authorization.** By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.

B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

Client: _____

By: _____
Signature & Title

Printed Name

Date: _____

Georgia Safe Sidewalks

By: _____
Signature & Title

Printed Name

Date: _____



Sidewalk Inspection Summary And Repair Proposal



City of Flowery
Sterling Pod H
March 22, 2024





Inspection Results

Following is a summary of a visual inspection of walkways conducted by Georgia Safe Sidewalks. This summary identifies defects we have identified in your walkways and provides an offer to remove vertical displacements using our horizontal saw-cutting procedure. The vertical displacements we have identified in your walkways represent a safety risk to pedestrians and a liability risk to the property owner. The American's with Disabilities Act places responsibility to maintain safe access to pedestrians and sets very specific guidelines in regards to the repair of uneven walkways.

ADA Issues: Our inspection has identified 152 pedestrian safety issues in your walkways that can be considered violations of ADA guidelines.

This inspection and summary is based upon our personal knowledge of ADA Guidelines. It is intended to be as comprehensive as possible, but in no way guarantees full compliance. Issues may exist of which we are not aware or did not observe. Our specialty is identifying vertical displacements.

Vertical Displacements: 132 (87%) of the ADA violations identified in this risk assessment are vertical displacements that can be removed with our repair process.

Potential Savings: Using Georgia Safe Sidewalks to remove the vertical displacements identified in this risk assessment will improve pedestrian safety and compliance with ADA at a savings of approximately \$37,400 versus traditional methods such as demolition and replacement.



Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

This is What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite mapping technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a detailed summary identifying locations for issues that cannot be remedied with our repair process.





Policies & Support Materials

Sole Source versus Bidding: Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to “bid” a project, then this proposal should **not** be considered as our official bid. If you want a project bid, then **you** will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for your sidewalk maintenance responsibilities to Georgia Safe Sidewalks.

Safety & Insurance: Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

Warranty on Service: No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our guarantee for our repair is as follows:

- All displacements will be removed to a 0” height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.
- There will be no damage to surrounding landscaping, utilities or personal property.



ADA Guidelines for Trip Hazards:

Georgia Safe Sidewalks strives to meet compliance with ADA guidelines on each and every trip hazard repair that we make. Those guidelines are as follows:

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of $\frac{1}{4}$ inch (6.4 mm) high maximum shall be permitted to be vertical.

Vertical Change in Level

TECHNICAL CHAPTER 3: BUILDING BLOCKS

303.3 Beveled. Changes in level between $\frac{1}{4}$ inch (6.4 mm) high minimum and $\frac{1}{2}$ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than $\frac{1}{2}$ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding $\frac{1}{2}$ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.

Examples of ADA Violations according to these Guidelines

Large (1-3/4" high)



Medium (7/8" high)



Small (1/2" high)





2024 Pricing Policy

Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the vertical displacement measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2") + Height on low side (1/4")}}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

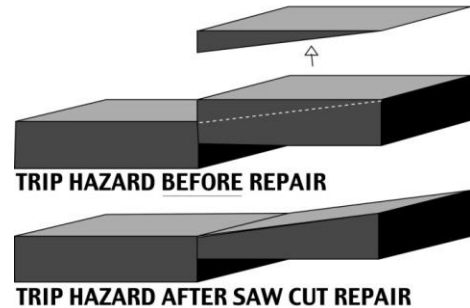
Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

Pricing & Volume Discounts:

- ✚ Our pricing is based upon project size. Price discounts vary depending upon the size of your project.

Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is \$1,000. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is \$2,000.



Sole Source:

Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk trip hazards as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for trip hazard removal using the equipment and methods described in these patent numbers within the state of Georgia.

Payment Terms: All invoices are due **15-days** from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks' work.

Inspection Fees: This proposal may have been created after an inspection was completed and paid for by the customer. In the event the customer has paid a fee for their original inspection, they have 6-months to approve the full project offer in order to receive a rebate on the original inspection.

Additional Charges:

- Credit card payments are acceptable with an additional fee equal to 3% added to each invoice.
- Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.
- If the customer requires custom insurance certificates with a vendor registration fee, a \$200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.
- If required to "register" with a vendor management company, a fee of \$200 will be added to the invoice to cover the registration fee requirement.

6

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Offer Summary

The maps and tables on the following pages provide a general location for the vertical displacements that we identified and summarize their severity. Due to limited accuracy with GPS technology this information should only be used for general locations.

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee. This option has already been discounted by 4%.

Price: \$12,920

Days to Complete: ~ 3 days

Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. This option has already been discounted by 2%.

Price: \$9,040

Days to Complete: ~ 2 days

Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements.

Price: \$3,750

Days to Complete: ~ 1 day

Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount they can afford, and an area to begin by providing us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

Our minimum is \$1,000

Projects above \$5,000 are discounted by 2%

Projects above \$10,000 are discounted by 4%

Projects above \$25,000 are discounted by 6%

Projects above \$50,000 are discounted by 8%

Projects above \$100,000 are discounted by 10%



Because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months. Operating costs increase with time, and sidewalk conditions change over time.

- ✚ After 6-months, the prices provided in this quotation will be increased by 5%.
- ✚ If unable to make a decision within 12 months, no problem, the proposal will still be valid, but the prices shown will be increased by 10%.
- ✚ If still unable to make a decision after 2 years, we still want your business. We will honor this proposal for as long as 24-months but the pricing shown at that point will be increased by an additional 10%.

In the event that we are asked to return to a property/community to re-inspect it, the 2nd inspection will be conducted at a cost of \$300 per pedestrian mile.

Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 90 trip hazards or 120 inch-feet in a single day depending upon their size and location.

First Available Start Date: August 19th

Our business has grown in popularity enough that we carry a steady 3-month backlog throughout the year. Uncertain business conditions and the fact that our employees are trained, skilled tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.



Terminology

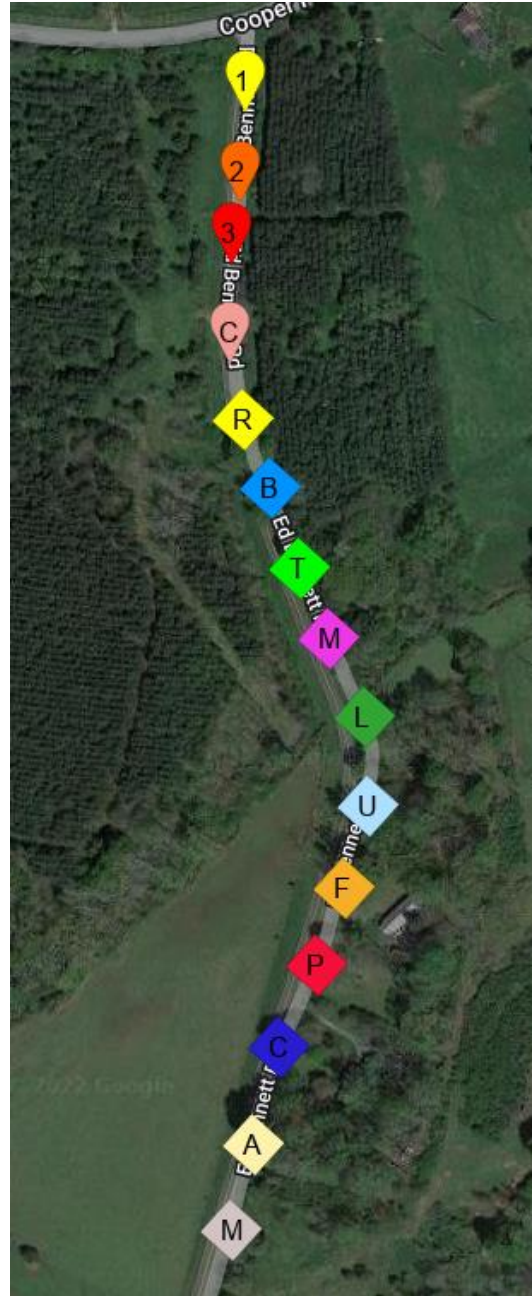
The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼" and less than 2" in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.

Repairs we can make that are included in this repair offer:

- A yellow balloon identifies a small vertical displacement estimated to be between ¼" and ½" high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8" and 1" high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8" and 2" high.
- A pink balloon identifies a curb cut that we can make.

Repairs beyond our services, issues that require another source and is not included in this repair offer:

- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair. The sidewalk
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2" high and requires new concrete instead of a repair.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It can be buried sidewalk, or overgrown sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk or uneven with the walking surface.
- An orange diamond identifies a wide gap in the walkway that needs filled.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the storm runoff catch basin.
- A pale-yellow diamond identifies an issue/problem with an ADA ramp.
- A gray diamond is a miscellaneous sidewalk problem or comment.



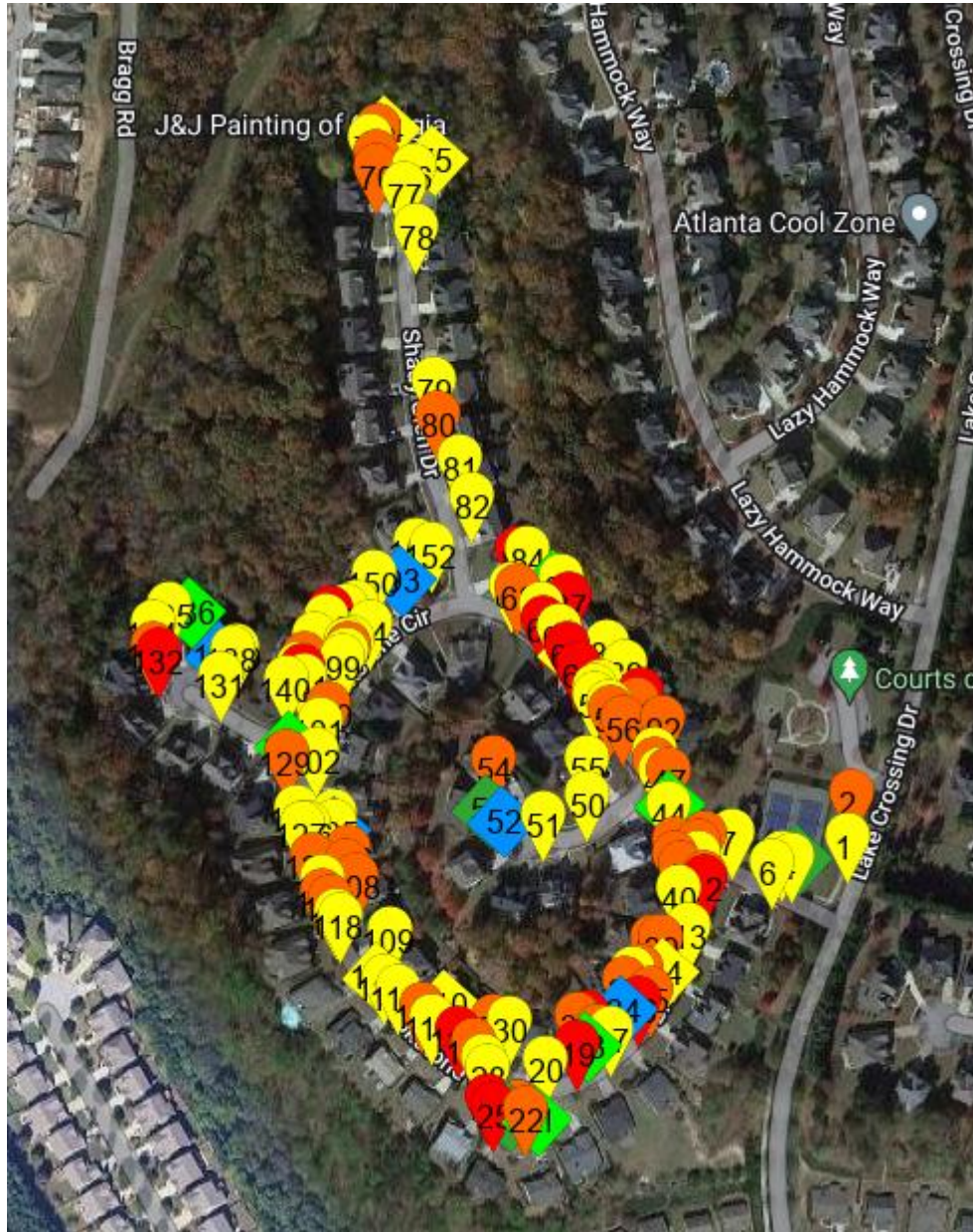
9

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Full Area Inspected





Repair Options

Full Project Offer

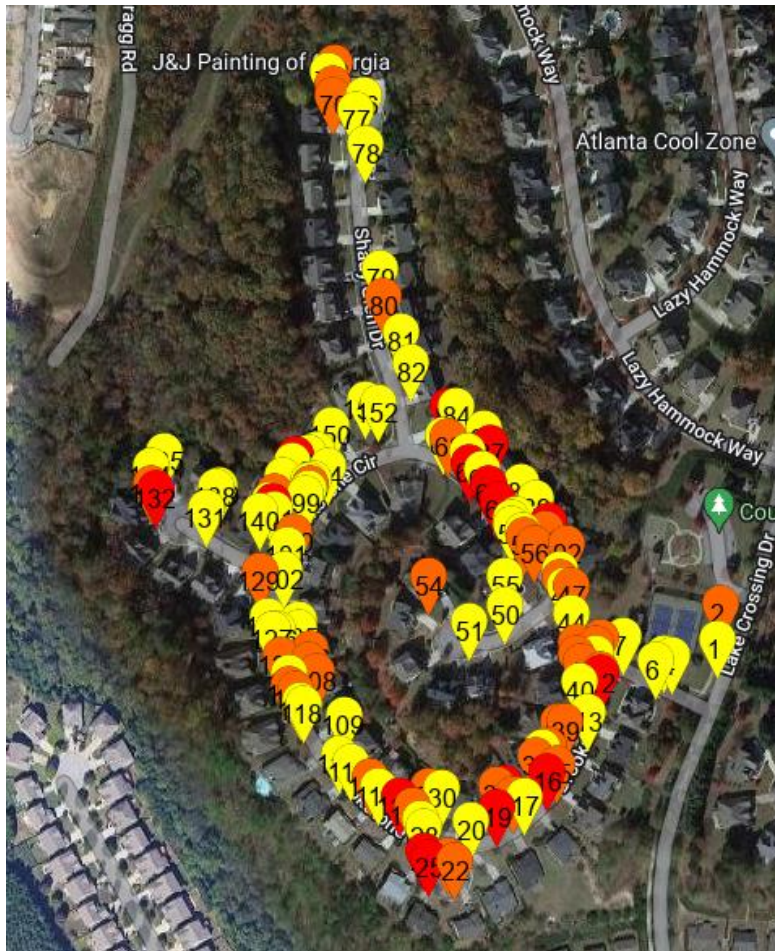
This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee.

Price: \$12,920

Days to Complete: ~ 2-3 days

	Small Hazards 1/4" to 1/2"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	74	41	17		
				Total # of Hazards	132
				Curbing (ft)	0 ft

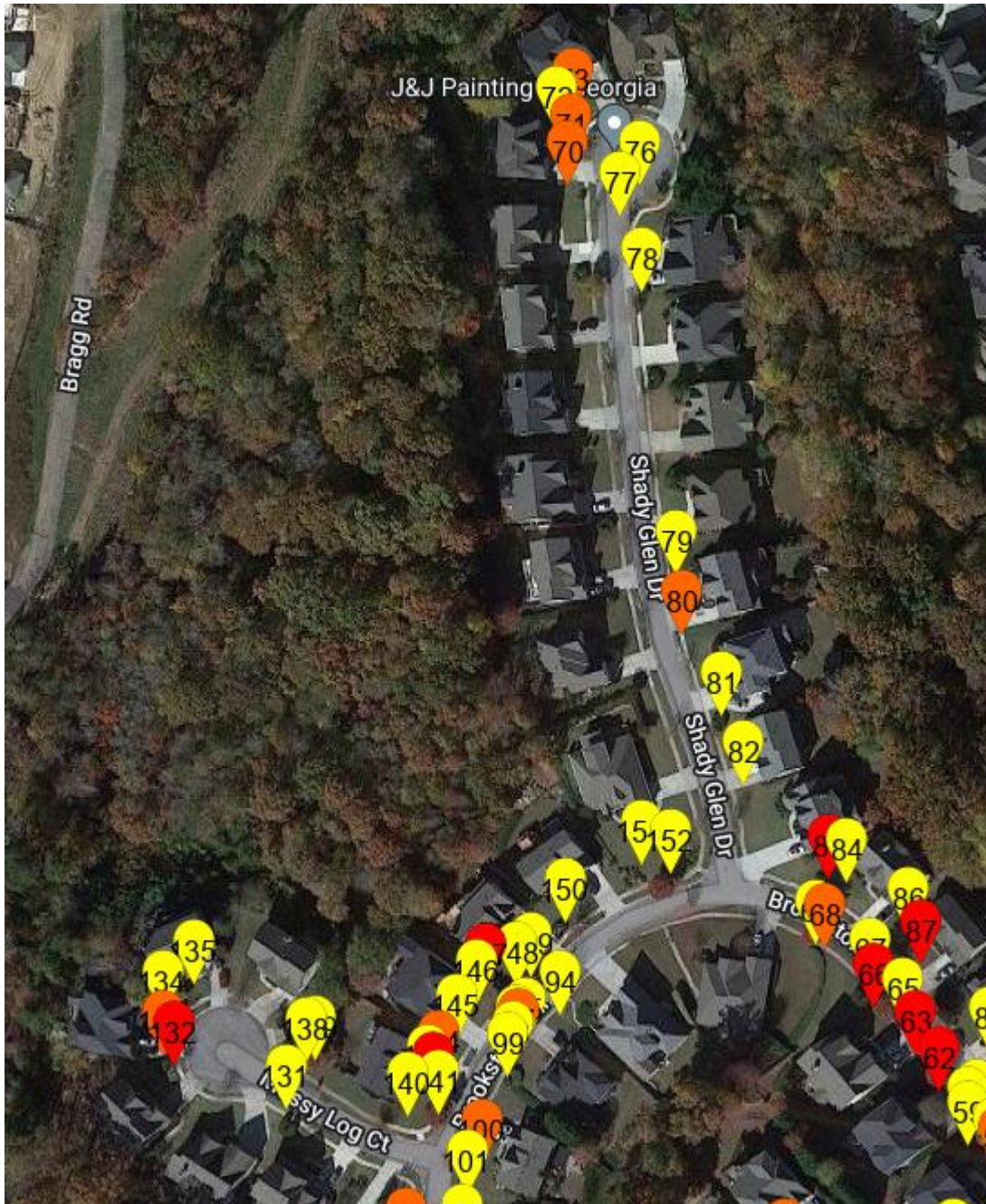
The map below shows all trip & fall hazards identified in our survey that can be removed with our repair process.

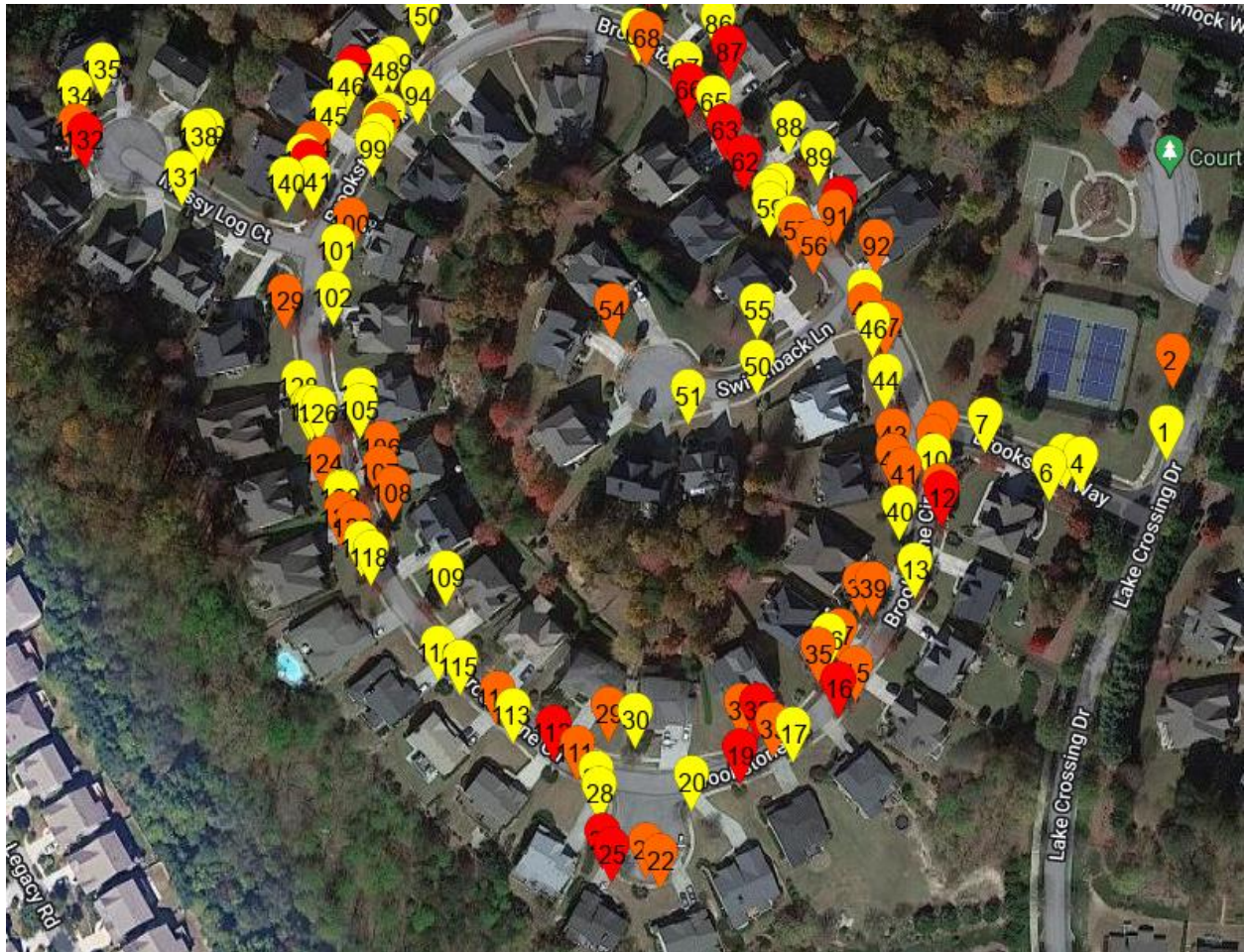


11

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.







Partial Project A Offer (Medium & Large)

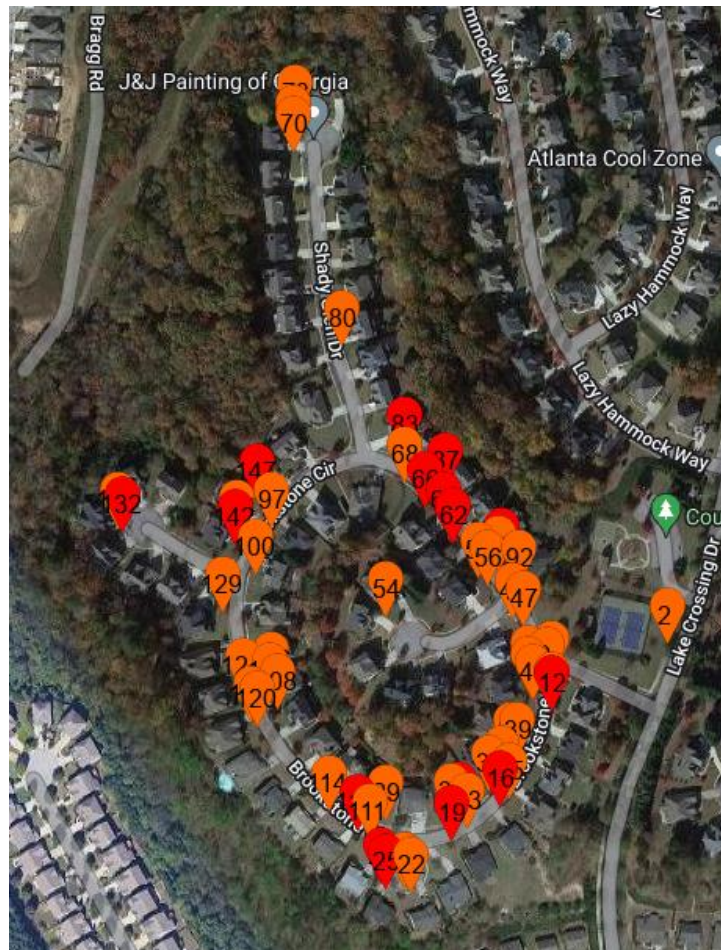
This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. Smaller hazards will remain in the walkways.

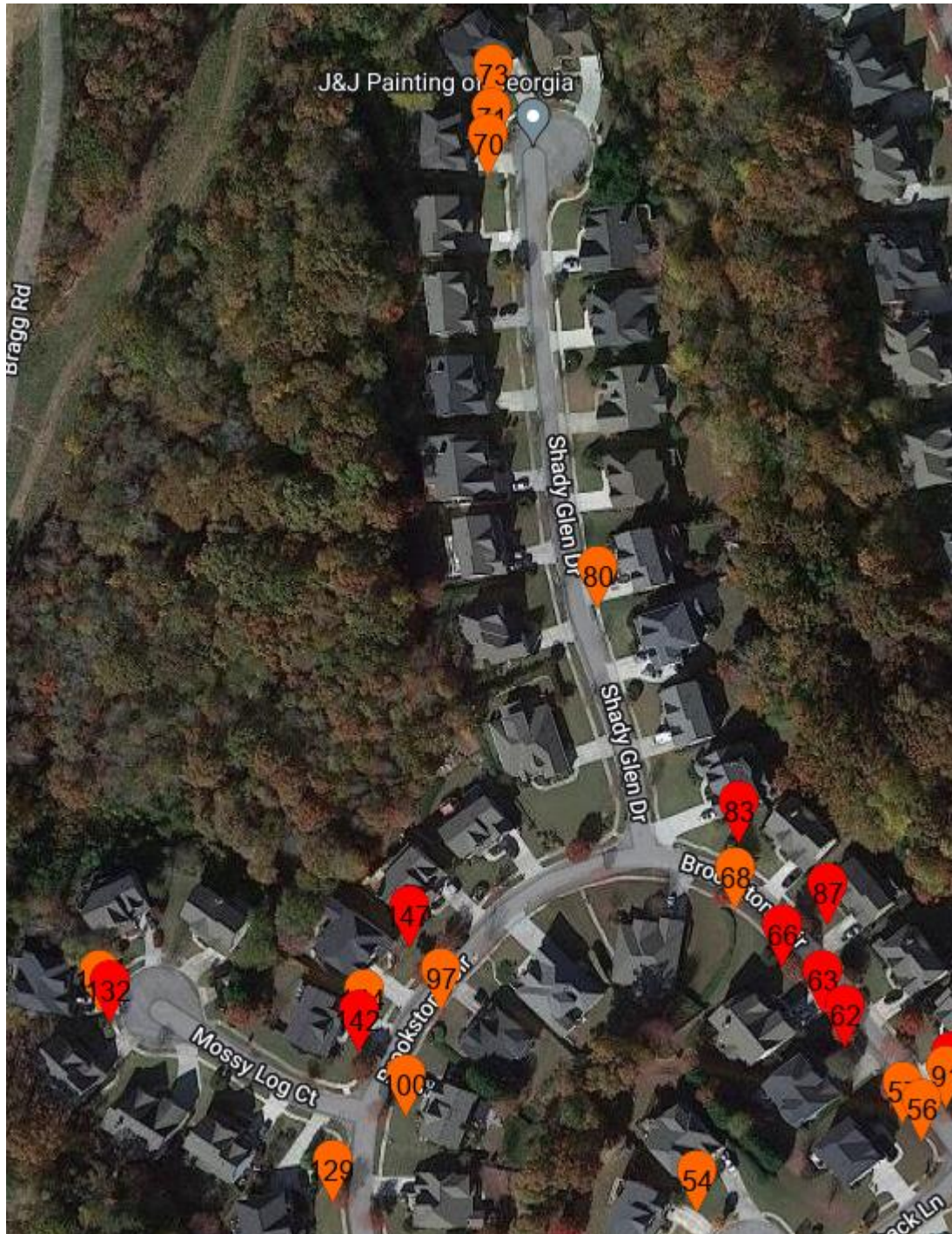
Price: \$9,040

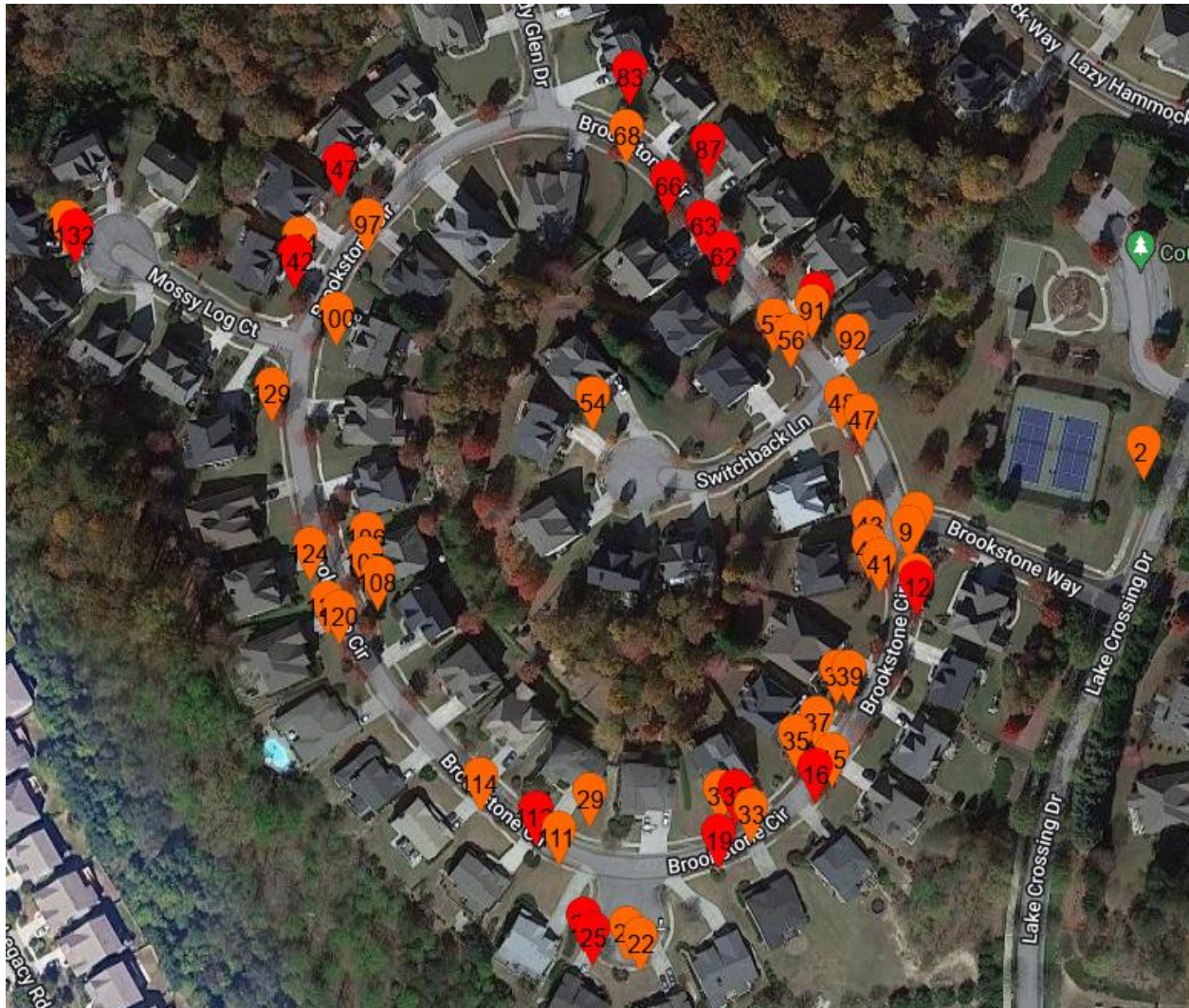
Days to Complete: ~ 2 days

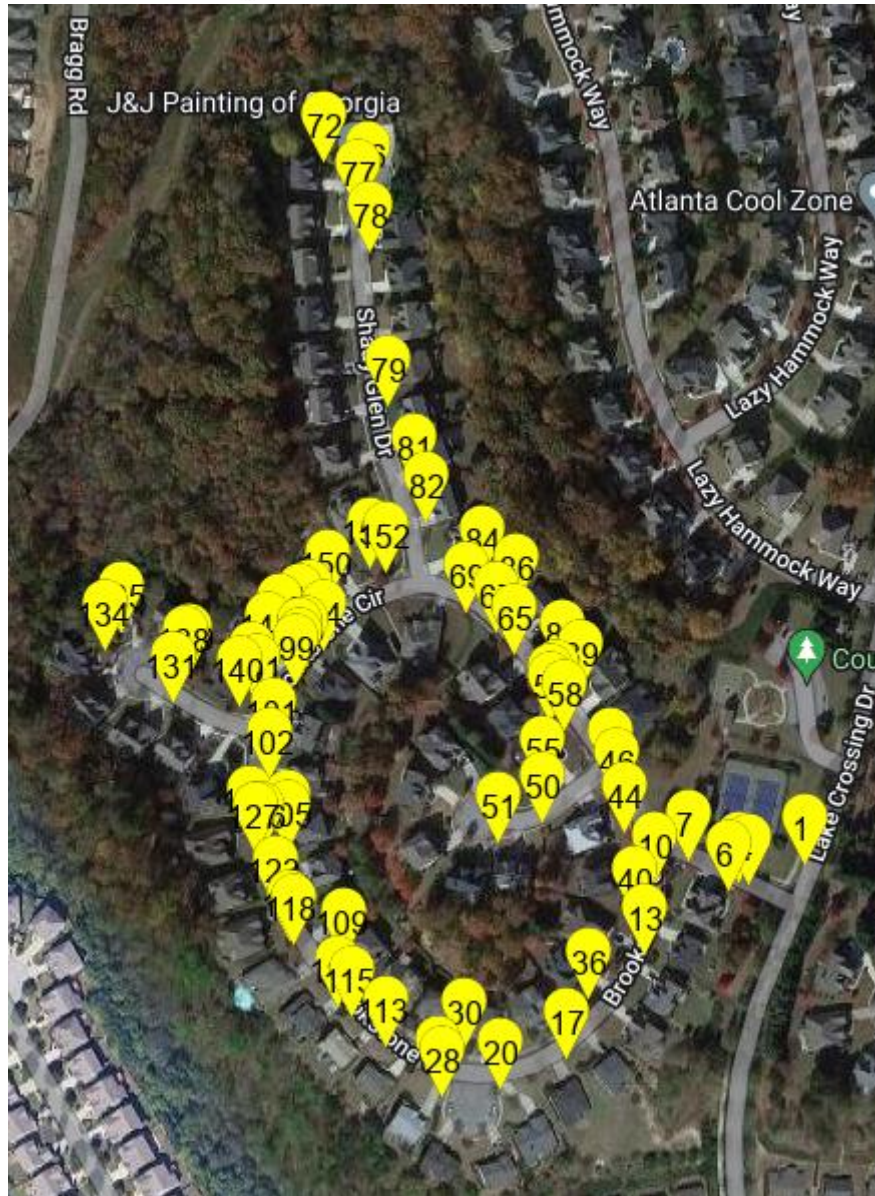
	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	41	17		
			Total # of Hazards	58

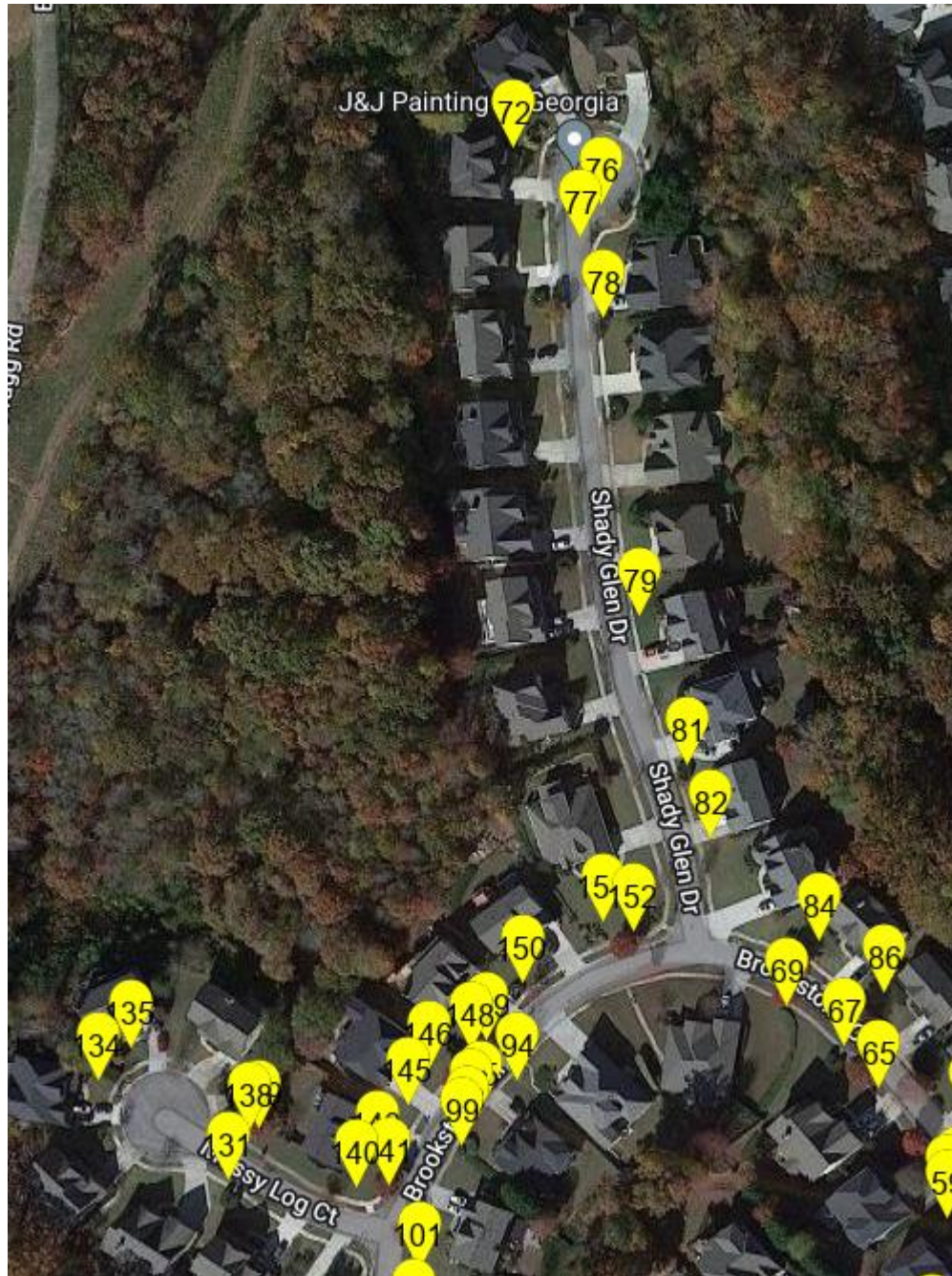
The maps below show the location of the medium sized vertical displacements identified in our survey followed by the smaller displacements identified in our survey. The maps of the smaller displacements show what will be left behind if a full project is not approved.















Partial Project B Offer (Large only)

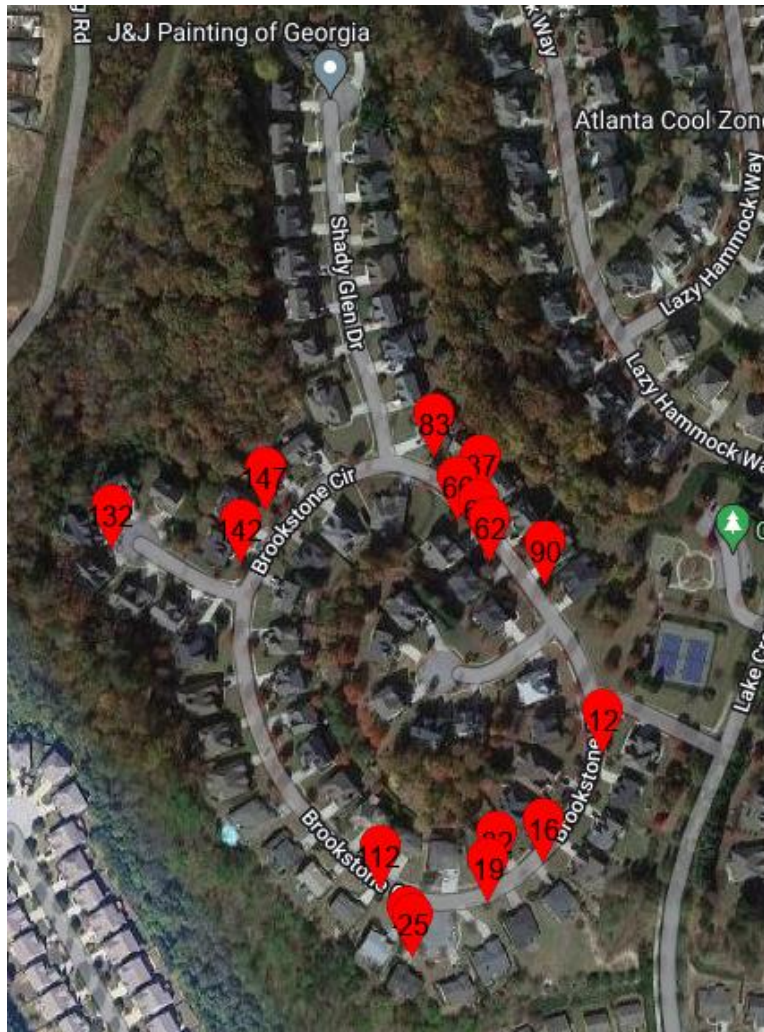
This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements.

Price: \$3,750

Days to Complete: ~ 1 day

	Large Hazards 1-1/8" to 2"		
# of Hazards	17		
		Total # of Hazards	17

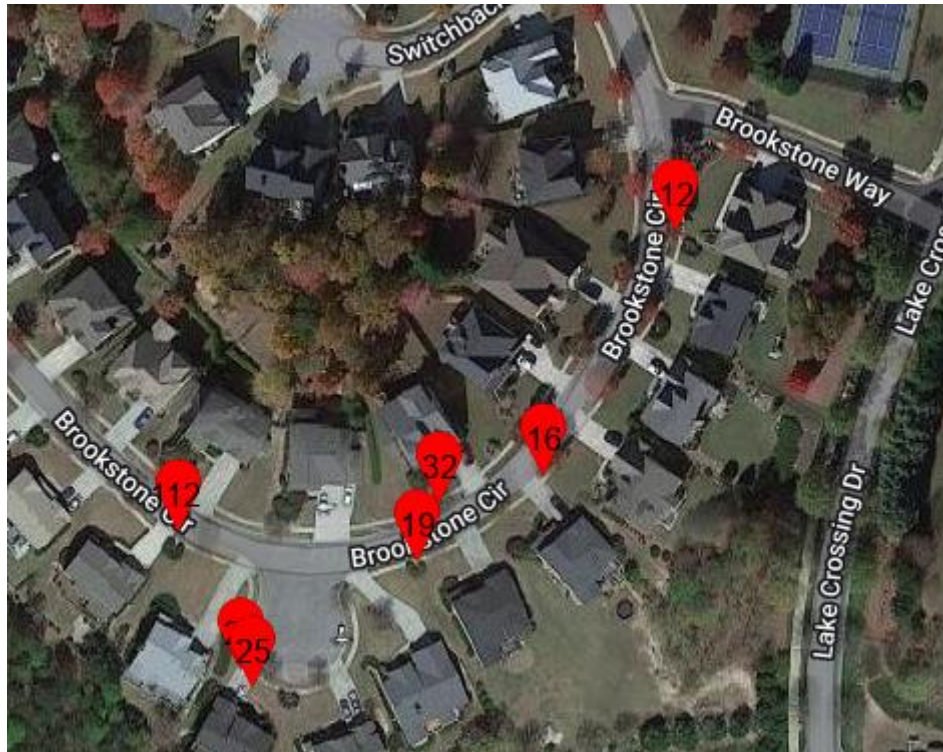
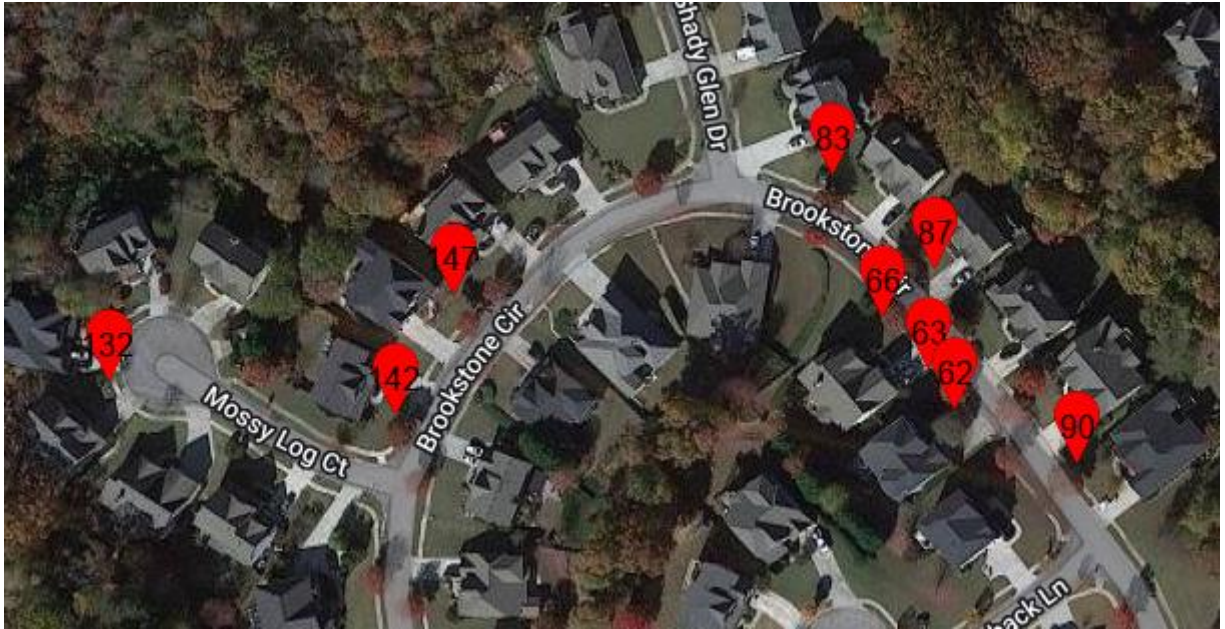
The map below shows the approximate location of the large vertical displacements identified in our survey.



20

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

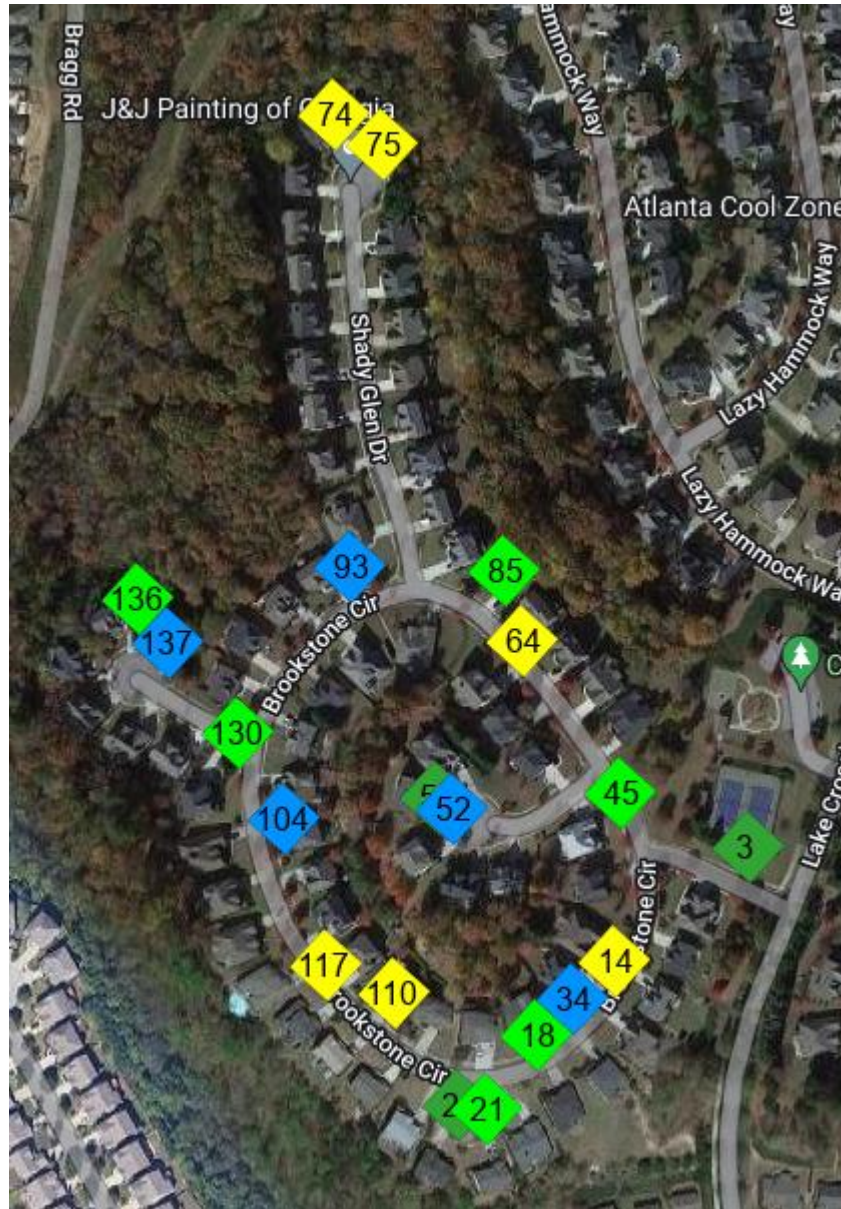
The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.

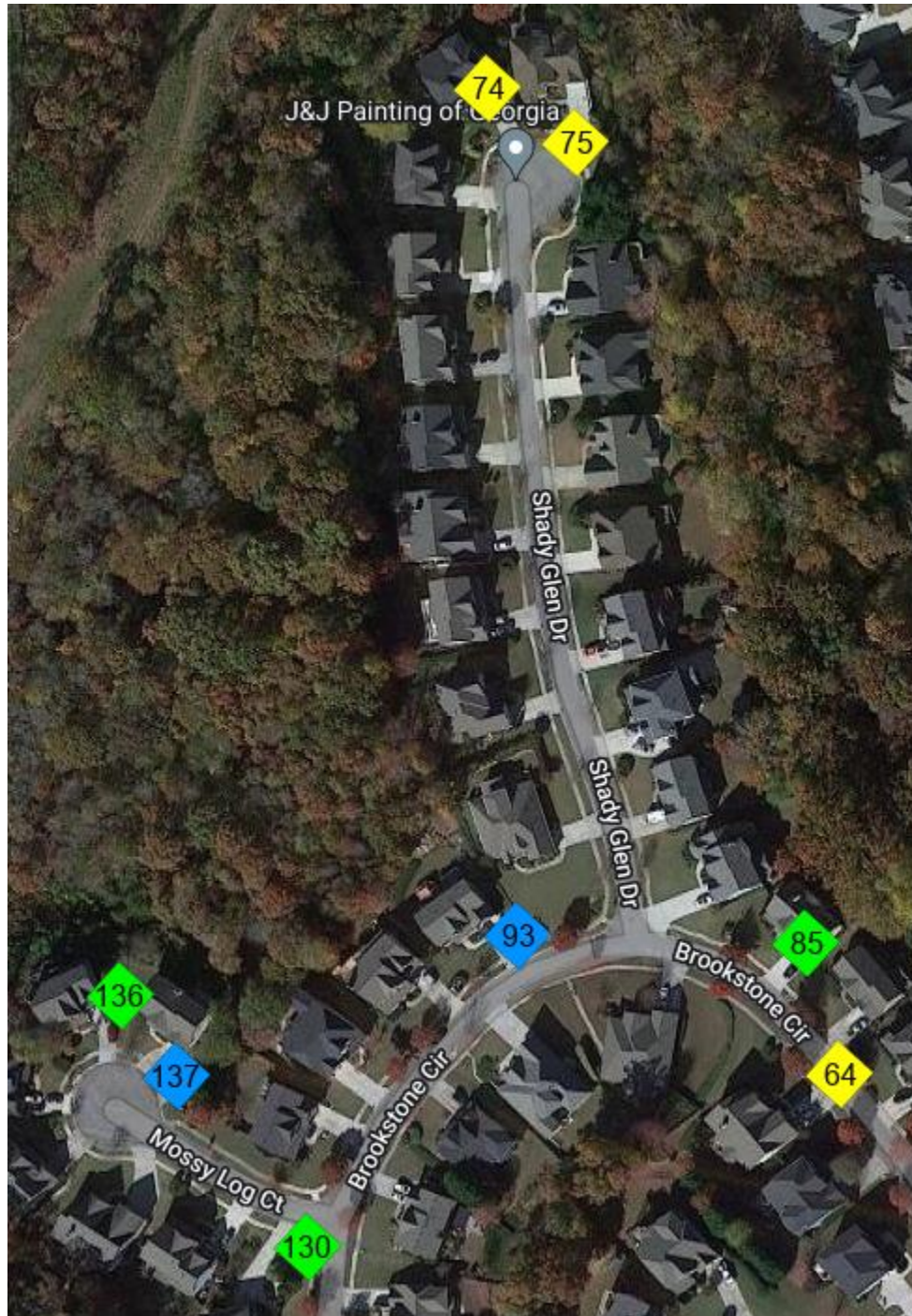


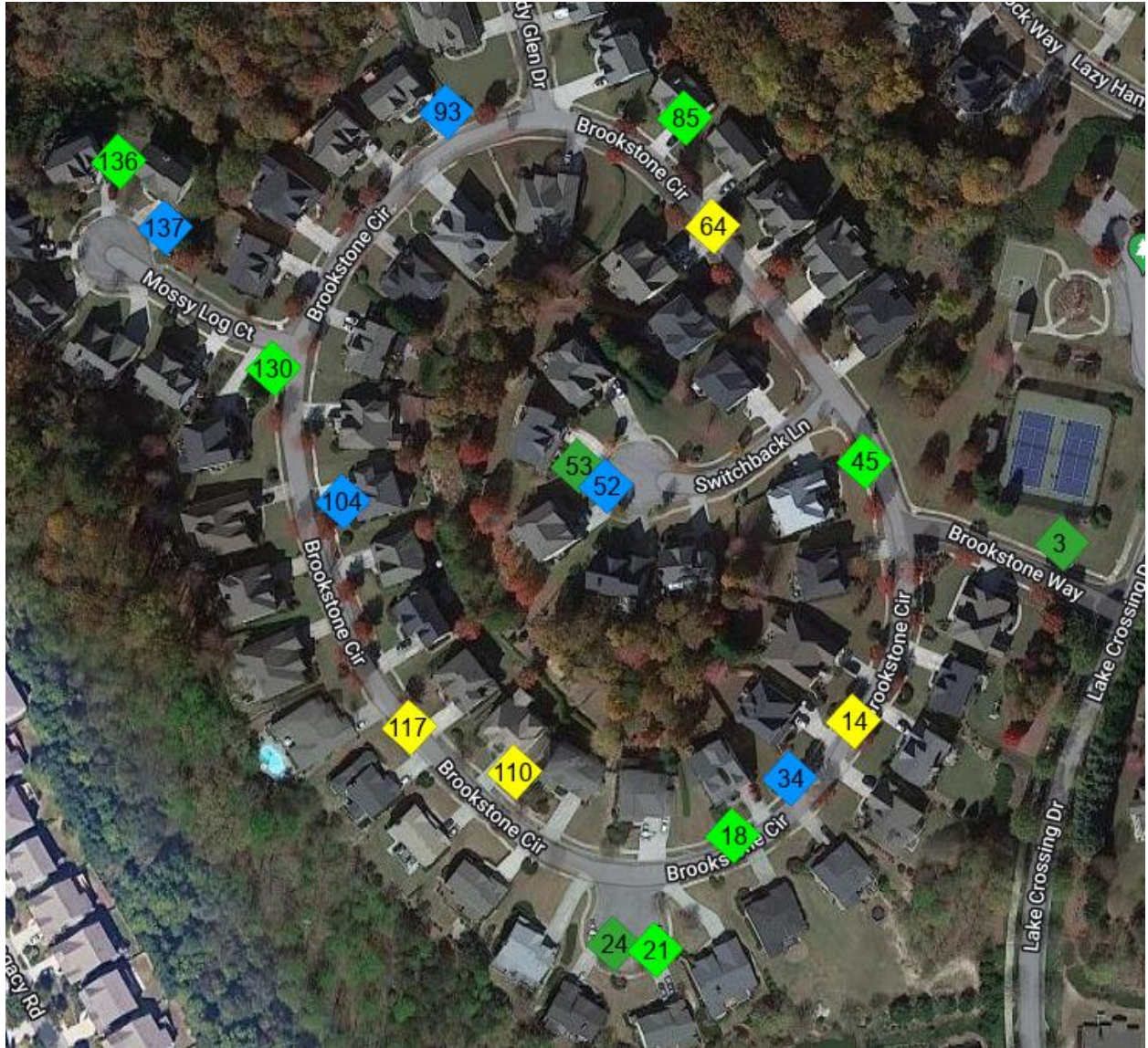


Non-Cut Issues – Repair not Possible by Georgia Safe Sidewalks

The maps below show areas identified in our survey where our repair process will not correct the issue. These areas need to be dealt with either by a concrete company, general contractor, or your in-house staff.









Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Small	52	Broken	103	Small
2	Medium	53	Cut back shrubs	104	Broken
3	Sidewalk buried	54	Medium	105	Small
4	Small	55	Small	106	Medium
5	Small	56	Medium	107	Medium
6	Small	57	Medium	108	Medium
7	Small	58	Small	109	Small
8	Medium	59	Small	110	Replace
9	Medium	60	Small	111	Medium
10	Small	61	Small	112	Large
11	Medium	62	Large	113	Small
12	Large	63	Large	114	Medium
13	Small	64	Replace at driveway	115	Small
14	Replace	65	Small	116	Small
15	Medium	66	Large	117	Replace at driveway
16	Large	67	Small	118	Small
17	Small	68	Medium	119	Small
18	Too big	69	Small	120	Medium
19	Large	70	Medium	121	Medium
20	Small	71	Medium	122	Small
21	Too big	72	Small	123	Small
22	Medium	73	Medium	124	Medium
23	Medium	74	Replace at driveway	125	Small
24	Cut back shrubs	75	Replace at driveway	126	Small
25	Large	76	Small	127	Small
26	Large	77	Small	128	Small
27	Small	78	Small	129	Medium
28	Small	79	Small	130	Too big
29	Medium	80	Medium	131	Small
30	Small	81	Small	132	Large
31	Medium	82	Small	133	Medium
32	Large	83	Large	134	Small
33	Medium	84	Small	135	Small



34	Broken	85	Too big	136	Too big
35	Medium	86	Small	137	Broken
36	Small	87	Large	138	Small
37	Medium	88	Small	139	Small
38	Medium	89	Small	140	Small
39	Medium	90	Large	141	Small
40	Small	91	Medium	142	Large
41	Medium	92	Medium	143	Small
42	Medium	93	Broken	144	Medium
43	Medium	94	Small	145	Small
44	Small	95	Small	146	Small
45	Too big	96	Small	147	Large
46	Small	97	Medium	148	Small
47	Medium	98	Small	149	Small
48	Medium	99	Small	150	Small
49	Small	100	Medium	151	Small
50	Small	101	Small	152	Small
51	Small	102	Small		



The photo to the left shows sidewalk that is buried under pine straw. It should be dug out to widen the pedestrian pathway. This is not work we provide since it is normally the responsibility of the property owner. It is not included in this repair offer.



This next photo shows a stretch of sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a displacement that is too big for our repair process. It is over 2" and the slab is too thin. Cutting away the high concrete will leave a slab that is too thin and susceptible to break. This sidewalk should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



This next photo shows another landscaping issue. The shrubs should be cut back to fully open the sidewalk to pedestrians. This is not work we provide since it is normally the responsibility of the property owner. It is not included in this repair offer.



The photo to the left shows broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows an example of a "driveway cut" that is included in this repair offer. We will cut the driveway apron where it is higher than the adjacent sidewalk to create a flush joint between the two surfaces. We will only make this type of repair if the displacement is 1" or smaller, and if the property owner has NOT invested in a decorative driveway surface.



Competitive Analysis

Versus Demolition & Replacement

Our biggest advantages over removal & replacement is cost and time.

Georgia Safe Sidewalks has 16 years of history removing vertical displacements for organizations throughout Georgia. Our average cost throughout our history to remove a vertical displacement is \$65 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at \$2.60 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between \$20 and \$25 per square foot. Costs associated with removal and replacement include:

- ✚ Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- ✚ Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- ✚ Disposal costs for waste concrete at landfills.
- ✚ Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

Estimated Concrete “not” Removed: 2,600 square feet

Estimated Savings: \$37,400

Additional Benefits over Demolition & Replacement

- ✚ Small crew means less disruption to the community during production.
- ✚ Small equipment means no risk of damage to property landscaping, irrigation systems, utilities, and personal property.
- ✚ No threat of vandalism to wet concrete.
- ✚ Faster production means less disruption to the community.
- ✚ Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- ✚ Small equipment means less greenhouse gas emissions into the environment.



Versus Grinding & Scarifying

These photos are of typical grinds on sidewalks in Georgia.

The photos at right show the uneven, unprofessional appearance of sidewalk repair by a grinder or scarifier. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. They show how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.



Additional Benefits over Grinding

- ✚ Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- ✚ GASS removes the entire trip hazard each and every time.
- ✚ GASS guarantees an ADA compliant repair.
- ✚ GASS is priced equal to or lower than grinding. Most grinding companies charge \$15-\$20 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to \$3-\$4 per square foot.



OSHA Certification

You need to be careful if you are doing your own grinding and asking employees to do this type of work. First, to grind a sidewalk you must utilize equipment that will minimize dust. The equipment being used must include dust abatement.

Second, your employee or contractor performing this work must be wearing the recommended safety gear to work in a dusty environment. Third, any employee of yours, or your vendor must be certified by a physician for permission to work while wearing this safety equipment. If you send an employee to rent a grinder to repair sidewalks without this certification, you are in violation of OSHA regulations and can be fined or held liable in future years for any health issues to that employee.

All employees at Georgia Safe Sidewalks have been physician certified and meet OSHA requirements.

"Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder."



VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED

PART 1. GENERAL

Date: This Agreement made this _____ day of _____, 20____

1.1 Contractor

Georgia Safe Sidewalks
PO Box 336
Nicholson, GA 30565
Office: 770-722-2534
Email: Todd@GASafeSidewalks.com
Contractor's Representative: Todd Fulk

1.2 Client (herein called "Client") _____

Project Address Location:

On Site Contact Phone: _____

On Site Contact Email: _____

1.3 Project. Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated _____. Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated _____. All concrete shall be disposed of as required by law.



PART 3. PAYMENT/AUTHORIZATION

3.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.

B. The Client shall pay the Contractor the amount not to exceed \$_____ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.

C. Other terms: N/A

3.2 LEGAL

A. **Authorization.** By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.

B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

Client: _____

By: _____
Signature & Title

Printed Name

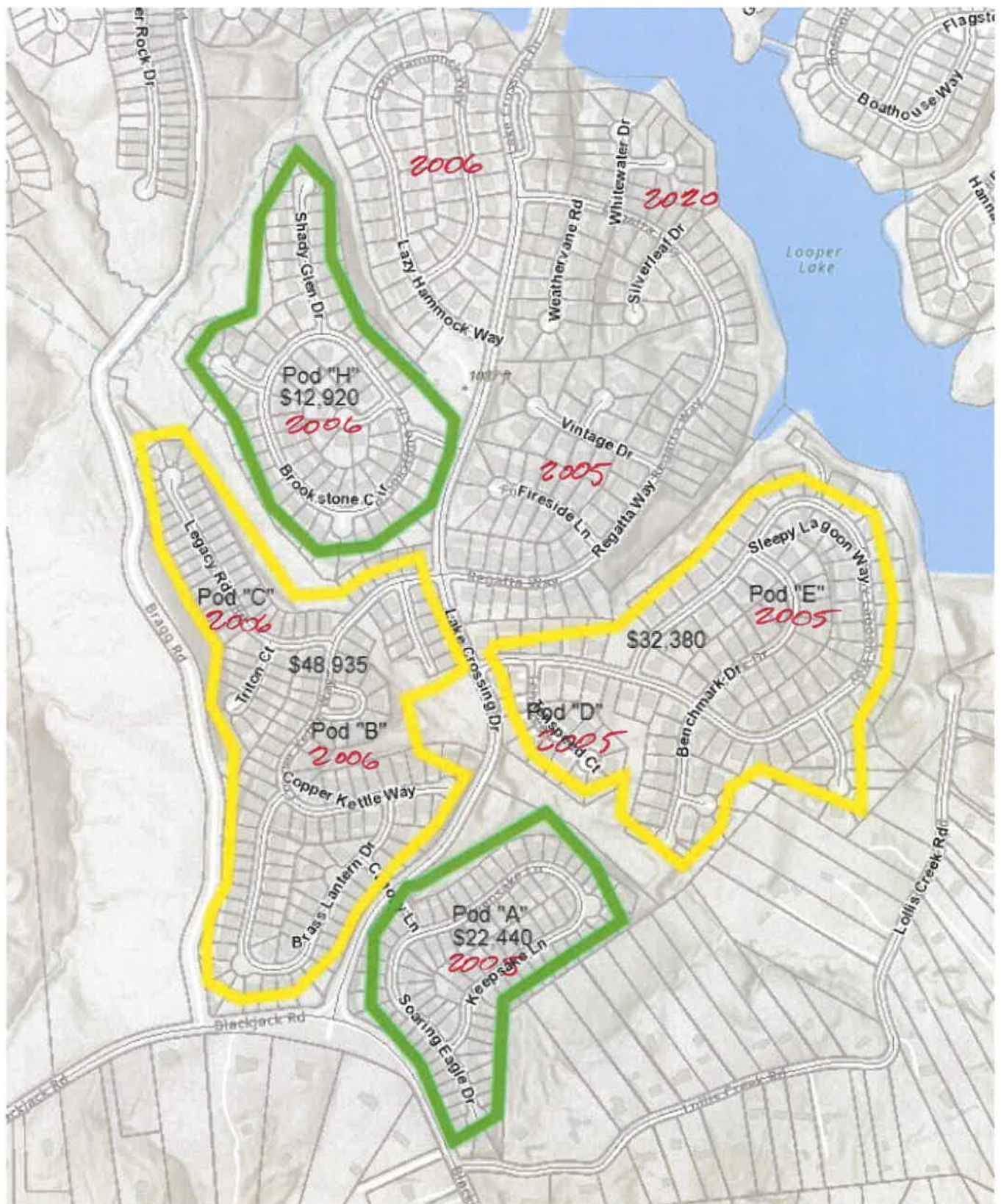
Date: _____

Georgia Safe Sidewalks

By: _____
Signature & Title

Printed Name

Date: _____





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading of Ordinance 710 GMEBS Restated Defined Benefit Retirement Plan Adoption Agreement

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

The City of Flowery Branch previously adopted the Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”), which is comprised of the Basic Plan document and Adoption Agreement. The Plan is considered a “qualified plan” under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan’s tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter (“IRS opinion letter”) for the restated plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

FACTS AND ISSUES:

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved Adoption Agreement. Attached is a copy of the Master Plan and Amendment 1 received from GMEBS, a Summary of Key Amendments that have been made to the Plan since it was last approved by the IRS in 2023, as well as a restated Adoption Agreement.

Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance. The City does not need to adopt the Basic Plan Document or Amendment 1. All plan documents and summary of amendments are attached for reference.

If the draft document is acceptable, the City will need to execute where indicated (p. 37) and return the entire Adoption Agreement no later than May 20, 2024.

OPTIONS:

1. Approve the GMEBS; City of Flowery Branch Restated Defined Benefit Retirement Plan Adoption Agreement as presented.
2. Provide alternative amendments.

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

No

AMOUNT AND SOURCE OF FUNDS:

Funding not involved

RECOMMENDATION:

Approve the first reading of Ordinance 710 GMEBS Restated Defined Benefit Retirement Plan Adoption Agreement as presented.

SAMPLE MOTION:

I make a motion to approve the first reading of Ordinance 710 for GMEBS; City of Flowery Branch Restated Defined Benefit Retirement Plan Adoption Agreement as presented.

COLLABORATING DEPARTMENT:

DEPARTMENT: Human Resources

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Ordinance 710 GMEBS Restated Adoption Agreement 2023.pdf](#)
- [Flowery Branch Cover Memo 3 20 2024.pdf](#)
- [Georgia Opinion Letter Defined Benefit Plan Third Cycle \(2020 Cumulative List\) \(4877-9792-2173.v1\) \(002\).pdf](#)
- [Summary of Amendments 9 15 2023.pdf](#)
- [Flowery Branch Adoption Agreement 3 20 2024.pdf](#)
- [Georgia Amendment 1 to DB Basic Plan Document.pdf](#)
- [Georgia GMEBS DB Pre-Approved Basic Plan Document for Third 6-Year Cycle \(Final\).pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**



SUBJECT: Consideration of First Reading of Ordinance 710: GMEBS; City of Flowerly Branch Restated Defined Benefit Retirement Plan Adoption Agreement

DATE: March 24, 2024

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: April 4, 2024

PURPOSE: To Consider Approval of First Reading of Ordinance 710 for GMEBS; City of Flowerly Branch Restated Defined Benefit Retirement Plan Adoption Agreement.

HISTORY: The City of Flowerly Branch previously adopted the Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”), which is comprised of the Basic Plan document and Adoption Agreement. The Plan is considered a “qualified plan” under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan’s tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter (“IRS opinion letter”) for the restated plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

FACTS AND ISSUES:

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved Adoption Agreement. Attached is a copy of the Master Plan and Amendment 1 received from GMEBS, a Summary of Key Amendments that have been made to the Plan since it was last approved by the IRS in 2023, as well as a restated Adoption Agreement.

Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance. The City does not need to adopt the Basic Plan Document or Amendment 1. All plan documents and summary of amendments are attached for reference.

If the draft document is acceptable, the City will need to execute where indicated (p. 37) and return the entire Adoption Agreement no later than May 20, 2024.



OPTIONS:

1. Approve the GMEBS; City of Flowery Branch Restated Defined Benefit Retirement Plan Adoption Agreement as presented.
2. Provide alternative amendments.

RECOMMENDED SAMPLE MOTION: I make a motion to approve the first reading of Ordinance 710 for GMEBS; City of Flowery Branch Restated Defined Benefit Retirement Plan Adoption Agreement as presented.

DEPARTMENT: Human Resources

Prepared by: Krystle Hightower



**RISK MANAGEMENT AND
EMPLOYEE BENEFITS
SERVICES**

BOARD OF TRUSTEES

Chair
Marcia Hampton
City Manager, Douglasville

Vice-Chair
Shelly Berryhill
Commissioner, Hawkinsville

Secretary-Treasurer
Larry H. Hanson
CEO and Executive Director

Trustees:

Chris Hobby
City Manager, Bainbridge

Jason Holt
Mayor, Fitzgerald

Meg Kelsey
Asst. City Manager, Newnan

Jessica O'Connor
City Manager, Griffin

W.D. Palmer, III
Councilmember, Camilla

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

Julie Smith
Mayor, Tifton

JoAnne Taylor
Mayor, Dahlonaga

Albert Thurman
Mayor, Powder Springs

Rebecca L. Tydings
City Attorney, Centerville

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

EXECUTIVE STAFF

Randy Logan
Deputy Executive Director

March 20, 2024

MEMORANDUM VIA E-MAIL
(khightower@flowerybranchga.org)

TO: Ms. Krystle Hightower
Human Resources Director

FROM: Mr. Kevin Jeselnik
Assistant General Counsel

SUBJECT: **Action Required: Georgia Municipal Employees Benefit System
Defined Benefit Retirement Plan Restatement**

The city of Flowery Branch previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Basic Plan Document and Adoption Agreement. The Plan is considered a "qualified plan" under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved Adoption Agreement. To that end, we have completed the attached Adoption Agreement to include the benefit and eligibility provisions that you currently have in place.

If the draft document is acceptable, please have the designated representatives sign and date where indicated (p. 37). Next, please scan and email the document to Gina Gresham at rgresham@gacities.com no later than **May 20, 2024**. We will then countersign it and return an electronic copy to you. Please note, GMEBS will not execute documents that have been edited by the city. If the Adoption Agreement requires revisions, please let us know before adopting it.

Ms. Krystle Hightower

March 20, 2024

Page 2

The draft Adoption Agreement will take effect on the date of its approval by the governing authority. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

We have also attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If you have any questions about the information provided in this letter or require further information, please contact Gina Gresham.

Encl.

C: Mr. Ted Baggett, City Attorney, City of Flowery Branch (w/ encl.)

Ms. Marinetty Bienvenu, Director, Retirement Quality Assurance (w/o encl.)

Ms. Michelle Warner, Director, GMEBS Retirement and DC Programs (w/o encl.)

Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
Employee Plans

August 31, 2023

Ice Miller

Attn: Lisa Erb Harrison

One American Square, Suite 2900

Indianapolis, In. 46282-0200

Re: Application for opinion letter

Dear Ms. Harrison:

The enclosed letter is being sent to you under the provisions of a power of attorney currently on file with the Internal Revenue Service.

If you have any questions, please contact Janell Hayes, badge number 1000203103, by phone at (513) 975-6319.

Sincerely,

Aimee Beimesche

Aimee Beimesche

Manager Pre-approved Plans Program

Enclosure:
Letter to taxpayer

GEORGIA MUNICIPAL ASSOCIATION INC
201 PRYOR STREET SW
ATLANTA, GA 30303

Date:
08/31/2023
Employer ID number:
58-0907810
Case number:
202200321
File folder number:
FFN: 317E0630001-001
Letter Serial number:
Q705465a
Plan number:
01-001
Plan description:
Non-Standardized Pre-Approved Defined
Benefit Plan
Date of submission:
06/30/2022
Person to contact:
Name: Janell Hayes
ID number: 1000203103
Telephone: 513-975-6319
Hours: 10:00 a.m. to 5:00 p.m.
EST. Mon-Fri

Dear Applicant:

In our opinion, the form of the plan shown above is acceptable for employers to use for their employees' benefit under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2020 Cumulative List of Notice 2020-14, 2020-13 Internal Revenue Bulletin (I.R.B.) 555. Our opinion relates only to the acceptability of the form of the plan under the IRC. We didn't consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- . A copy of this letter
- . A copy of the approved plan
- . Copies of any subsequent amendments including their dates of adoption
- . Direct contact information including address and telephone number of the plan provider

Our opinion of the plan's form acceptability is a determination of the plan's qualification as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2023-4, 2023-01 I.R.B. 162 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2023-4 to determine if an adopting employer is eligible to submit a determination letter application and, if so, how. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC Sections 401(a)(4), 401(a)(26), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan.

Our opinion doesn't apply to:

- . Treasury Regulations (Treas. Reg.) Section 1.401(a)-1(b)(2) requirements where the normal retirement age under the employer's plan is below 62.
- . Proposed Treas. Reg. 1.401(a)-1(b)(2) requirements where the employer's plan is a governmental plan and its normal retirement age doesn't satisfy one of the safe harbors under the proposed regulations.

Our opinion doesn't constitute a determination:

- . That the plan is an IRC Section 414(d) governmental plan. Nor is this a ruling as to the tax treatment of contributions that are picked up by the governmental employing unit per IRC Section 414(h)(2).
- . That the plan is an IRC Section 414(e) church plan.

A non-electing church plan may not rely on our opinion for rules governing pre-Employee Retirement Income Security Act (ERISA) participation and coverage.

Our opinion applies to the requirements of IRC Sections 410(b) and 401(a)(26) (other than the 401(a)(26) requirements that apply to a prior benefit structure) if 100% of all non-excludable employees benefit under the plan.

Employers who choose a safe harbor benefit formula and a safe harbor compensation definition may also rely on this opinion letter for the non-discriminatory amounts requirement under IRC Section 401(a)(4).

If this plan provides for voluntary employee contributions subject to IRC Section 401(m), the employer may rely on the opinion letter for the form of the nondiscrimination test of IRC Section 401(m)(2) if the employer uses a safe harbor compensation definition.

Except as provided in Section 5.18(2) of Rev. Proc. 2017-41, an employer who adopts a cash balance plan cannot rely on an opinion letter for the requirements of IRC Section 411(b)(1) where the cash balance formula uses a structure of principal credits that increase with age, service, or other measure during a participant's employment.

This opinion letter doesn't cover any provisions in trust or custodial account documents:

- . Trusts or custodial account documents can't contain a provision that the provisions of the trust override the provisions of the plan.
- . This plan's provisions override any conflicting provision in the trust or custodial account documents used with the plan.
- . An adopting employer may not rely on this letter to the extent a trust or custodial account's provisions in a separate part of the plan override or conflict with the plan document provisions.
- . This letter does not constitute a ruling or determination as to the exempt status of related trusts or custodial accounts under IRC Section 501(a).

An employer who adopts this plan may not rely on this letter when the employer:

- . Uses the plan to amend or restate a plan which wasn't previously qualified.
- . Adopts it before the opinion letter is issued.
- . Doesn't correctly complete the adoption agreement or other elective provisions in the plan.
- . Made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41.

Our opinion doesn't:

- . Apply to what is contained in any applicable documents referenced outside the plan or adoption agreement, such as a collective bargaining agreement.
- . Consider issues under ERISA Title I, which are administered by the Department of Labor.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you, the pre-approved plan provider, have questions about your case, you can:

- . Call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting employers with questions about the plan should contact you.
- . Write to us - provide your telephone number and the best time to call if we need more information.

Whether you call or write, reference the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep a copy of this letter for your records.

Sincerely,

A handwritten signature in dark ink, appearing to read "Daniel Dragoo". The signature is fluid and cursive, with the first name "Daniel" and last name "Dragoo" clearly distinguishable.

Daniel Dragoo
Director, EP Rulings & Agreements

cc: ICE MILLER LLP
ATTENTION: LISA ERB HARRISON
ONE AMERICAN SQUARE, SUITE 2900
INDIANAPOLIS, IN 46282

**SUMMARY OF KEY AMENDMENTS
TO THE RESTATED
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN**

I. GENERAL OVERVIEW

On August 31, 2023, the IRS issued a favorable opinion letter for the Amended and Restated Third Six-Year Cycle Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE BASIC PLAN DOCUMENT

Participating employers have already been apprised of the content of all amendments adopted by the Board before August 31, 2023. However, during its review, the IRS required GMEBS to include additional amendments in the restated Plan documents. The following information summarizes those amendments, as well as Amendment 1 to the Basic Plan Document, which was approved by the Board of Trustees on September 22, 2023.

- ❖ **Change from “Master Plan Document” to “Basic Plan Document”** – The IRS changed its terminology for pre-approved plan documents from “Master Plan document” to Basic Plan Document.”
- ❖ **Removal of Outdated Language** – GMEBS amended the Plan for administrative purposes to move provisions that were no longer in effect or no longer applicable.
- ❖ **Minimum Age Limits for In-Service Distribution** – As a general rule, employees or elected officials may not draw retirement benefits while employed. The Basic Plan document states that if a plan allows in-service distribution, a participant must be at least age 62, or satisfy certain “safe harbor” age and service combinations established in IRS regulations, to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees (or that satisfies certain IRS “safe harbor” age and service qualifications that apply to public safety employees), public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. Though Congress amended federal law in 2019 to allow plans to set normal retirement ages at a minimum age of 59 ½, the IRS’s opinion letter for the DB Plan specified it would not apply to plans that allowed in-service distribution at ages younger than 62 (or 50 for public safety employees) or that did not satisfy one of the IRS’s safe harbors for in-service distribution. **As in prior restatements, GMEBS plans that currently have in-service distribution provisions that don’t meet these requirements will have the opportunity to file for separate IRS approval of these provisions.** “In-service distribution” means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A “bona fide

SUMMARY OF KEY AMENDMENTS

separation from service” is a separation from service of at least six months with no expectation of returning to service.

- ❖ **Removal of Public Employment Related Crime Provisions** – At the request of the IRS, GMEBS removed language concerning the reduction or forfeiture of a participant’s benefits following a final conviction of a public employment related crime from the Basic Plan Document. State laws requiring a reduction in or forfeiture of retirement benefits if a participant is convicted of a public employment related crime still apply but are no longer mentioned in the Plan documents.
- ❖ **Clarification of Process for Locating an Individual Owed Benefits** – As required by the IRS, the restated Basic Plan Document details the steps an employer offering benefits under the DB Plan must take to locate an individual to whom benefits are owed under the Plan. These steps include searching Plan-related and publicly available records or directories for alternative contact information; sending certified mail to the individual’s last known mailing address and reaching out through appropriate means for address or contact information (such as email addresses and phone numbers) available to the employer; and using either a commercial locator service, a credit reporting agency or internet search tools to find the individual.
- ❖ **Federal Tax Law Updates** – The Basic Plan Document contains several federal tax law updates, including allowing rollovers to SIMPLE IRAs in certain situations, updating mortality table language relating to annual benefit limits, and allowing employers to amend the plan as necessary to satisfy Section 415 of the Internal Revenue Code, even if doing so impacts benefits.
- ❖ **Voting Representative; Trustees** – GMEBS updated language in the Basic Plan Document designating employers’ voting representative for GMEBS purposes to be consistent with the GMEBS Bylaws. The language provides that, unless otherwise directed by an employer’s chief executive, a GMEBS trustee will be considered his or her employer’s designated voting representative. For all other employers, the chief executive or administrative officer will be the employer’s voting representative.
- ❖ **Use of Trust Fund Assets** – The Basic Plan Document stipulates that trust fund assets can be used to pay reasonable fees, taxes and expenses of the Plan and Trust.
- ❖ **Reversion of Assets in Event of Plan Termination** – Per the request of the IRS, GMEBS amended the Basic Plan Document to state that, in the event an employer’s plan is terminated, excess trust fund assets remaining after paying all vested accrued benefits to all participants can only revert to the employer if the excess was due to an actuarial error.
- ❖ **Added Language to Adoption Agreement Regarding Compliance with Federal Law when an Employer Has More than One Defined Benefit Retirement Plan** – Per the request of the IRS, the Adoption Agreement contains a new Section 15(G) concerning Section 415(b) of the Internal Revenue Code, when an employer has more than one defined benefit retirement plan. This provision will be blank in most GMEBS employers’ Adoption Agreements.

SUMMARY OF KEY AMENDMENTS

- ❖ **Adjusted Minimum Ages for Commencement of Required Minimum Contributions** – The SECURE Act of 2019 and 2022’s SECURE 2.0 raised the age at which participants have to start drawing retirement benefits. These changes were not included in the restated Basic Plan Document reviewed by the IRS. However, on September 23, 2023, the Board of Trustees of GMEBS adopted Amendment 1 to the Restated Plan to implement these updates. Currently, a terminated vested participant must retire no later than the April 1 following the date the participant turns 73. Starting in 2033, a terminated vested participant must retire no later than the April 1 following the date the participant turns 75.

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Flowery Branch

Ordinance 710

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN	
ADOPTION AGREEMENT	2
1. ADMINISTRATOR	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE	3
6. TYPE OF ADOPTION	3
7. EFFECTIVE DATE.....	3
8. PLAN YEAR	5
9. CLASSES OF ELIGIBLE EMPLOYEES.....	5
A. Eligible Regular Employees	5
B. Elected or Appointed Members of the Governing Authority	5
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees)	6
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN	7
13. CREDITED SERVICE	7
A. Credited Past Service with Adopting Employer	8
B. Prior Military Service	9
C. Prior Governmental Service.....	10
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	12
14. RETIREMENT ELIGIBILITY.....	14
A. Early Retirement Qualifications	14
B. Normal Retirement Qualifications.....	14
C. Alternative Normal Retirement Qualifications	16
D. Disability Benefit Qualifications	20
15. RETIREMENT BENEFIT COMPUTATION.....	21
A. Maximum Total Credited Service.....	21
B. Monthly Normal Retirement Benefit Amount.....	21
C. Monthly Early Retirement Benefit Amount	24
D. Monthly Late Retirement Benefit Amount (check one):	25
E. Monthly Disability Benefit Amount	25
F. Minimum/Maximum Benefit For Elected Officials	26
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	27

A.	Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)	27
B.	Cost Of Living Adjustment.....	28
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING	29
A.	Eligible Regular Employees	29
B.	Elected or Appointed Members of the Governing Authority	30
18.	PRE-RETIREMENT DEATH BENEFITS	30
A.	In-Service Death Benefit.....	30
B.	Terminated Vested Death Benefit.....	32
19.	EMPLOYEE CONTRIBUTIONS	32
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT	33
21.	TERMINATION OF THE ADOPTION AGREEMENT	34
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS	34

I. AN ORDINANCE

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) Basic 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) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

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

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Flowery Branch, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **5410 Pine Street, Flowery Branch, GA 30542**
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 Basic Plan Document)

Name: **City Manager**
Address: **5410 Pine Street, Flowery Branch, GA 30542**
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 the Basic Plan Document]

Position:

Position:

Position:

Position:

Position:

Pension Committee Secretary: **Human Resources Director**

Address: **5410 Pine Street, Flowery Branch, GA 30542**

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 the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - ☐ 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)**): _____

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic 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 Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); 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 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan

Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 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 but not earlier than the first day of the current Plan Year in which the Plan is adopted).

- (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 Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be ____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).** 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 Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **September 1, 2023** **(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**): July 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document'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 Basic Plan Document 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 Basic Plan Document'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 Basic Plan Document, 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 Basic Plan Document. 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, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee 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 Basic Plan Document).
- ☐ 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):** **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).**
- ☐ 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 returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming 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 returning 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, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee 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 Basic Plan Document 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 Basic Plan Document. 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 Basic Plan Document, 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 Basic Plan Document.

(1) Credit for Prior Governmental Service.

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

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

- ☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

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

(5) Payment for Prior Governmental Service Credit.

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
 - ☐ The Participant must pay ____% of the actuarial cost of the service credit.
 - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

- ☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of _____ 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 Basic Plan Document; 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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):** The Eligible Regular Employee employed in the position of City Manager on March 3, 2022.

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

- ☒ Attainment of age **65 (insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

(2) Elected or Appointed Members of Governing Authority

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

- ☐ Attainment of age _____ **(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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

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

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

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

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 the Participant 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant satisfies the qualifications for this alternative normal retirement benefit.

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

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

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

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 Basic Plan Document 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 Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

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)): The number of years of Total Credited Service which may be used to calculate a benefit is limited to 30 years for all Eligible Regular Employees. Notwithstanding the foregoing, the number of years of Total Credited Service which may be used to calculate a benefit shall not be limited with respect to calculation of benefits using the 2.0% alternative flat percentage formula below, only for those Eligible Regular Employees who were in Service as of August 1, 2023, Terminate on or after September 1, 2023, are not thereafter reemployed, and have more than 37.5 years of Total Credited Service with the City (including Credited Service granted pursuant to Section 13(A)(1) of the Adoption Agreement).

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.** 2.5% (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. 2.0% (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): Eligible Regular Employees who have at least 37.5 years of Total Credited Service with the City (including Credited Service granted pursuant to Section 13(A)(1) of the Adoption Agreement), and Terminate on or after September 1, 2023, and are not thereafter reemployed.**

- ☐ (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 Basic Plan Document. 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 Basic Plan Document. 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 Basic Plan Document. 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 (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

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 Basic Plan Document 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

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (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 the Participant's 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 Basic Plan Document; 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 Basic Plan Document.

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 the Participant's 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 the Participant's 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 the Participant's 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.)

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)):** _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

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 Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document 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 the Participant's 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 the Participant's 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 Basic Plan Document for as long as the Participant remains employed.
- ☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. 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 Basic Plan Document 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 the Participant's 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 the Participant's 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 Basic Plan Document 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 Basic Plan Document. However, the Participant may begin receiving benefits after satisfying 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 Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

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 Basic Plan Document.

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 Basic Plan Document. 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 Basic Plan Document, 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 the Participant's 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**):

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

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

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): **The Eligible Regular Employee employed in the position of City Manager on March 3, 2022.**

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). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): **No Vesting schedule (immediate Vesting).**

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's 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). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, 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 the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. 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 Basic Plan Document.
- ☐ 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 ($\frac{1}{2}$) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

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

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

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

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

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

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, 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 the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- ☐ **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 pre-approved plan 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 pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, 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 Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Basic 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 Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. 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), Basic 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 opinion 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 pre-approved plan provider 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 pre-approved plan provider 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 Provider 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 pre-approved plan as described in Revenue Procedure 2017-41; 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 opinion letter, the Provider'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 pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document 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 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 the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

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

**RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM**

**APPROVAL OF AMENDMENT 1 TO THE THIRD CYCLE
RESTATED GMEBS DEFINED BENEFIT RETIREMENT PLAN
(APPROVED BY THE IRS AUGUST 31, 2023)**

WHEREAS, the Board of Trustees (“Board”) of the Georgia Municipal Employees Benefit System (“GMEBS”) previously adopted the GMEBS Defined Benefit Retirement Plan (“Plan”), which received a favorable advisory letter from the Internal Revenue Service (“IRS”) on March 30, 2018, and was most recently amended by the Board on December 2, 2022, through the Board’s approval of Amendment 4 to the Restated GMEBS Defined Benefit Retirement Plan;

WHEREAS, the Board periodically updates and restates the Plan with the IRS to ensure the qualified status of the Plan under Section 401(a) of the Internal Revenue Code;

WHEREAS, GMEBS most recently submitted the Plan to the IRS for restatement purposes on June 29, 2022;

WHEREAS, on August 31, 2023, the IRS issued a favorable opinion letter for the Plan;

WHEREAS, under the IRS’s practices and procedures relating to plan restatements, certain amendments the Board had previously made to the Plan to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions, were not included in the Plan documents submitted to the IRS for restatement purposes;

WHEREAS, the Board has reserved the right to amend the Plan on behalf of Adopting Employers to retain the qualified status of the Plan in Section 18.02 of the Basic Plan Document;
and

WHEREAS, the Trustees now wish to amend the newly restated Plan (“Third Cycle Restated GMEBS Defined Benefit Retirement Plan”) to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions.

NOW, THEREFORE BE IT RESOLVED, this Amendment 1 is hereby adopted to amend the Basic Plan Document effective as set forth herein:

1. Section 10.01(b), concerning distribution rules imposed by federal law, are amended to update the age for a Participant’s required beginning date, as follows:

(a) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches the applicable age or (ii) the calendar year in which the Participant Retires. For purposes of this Section, “applicable age” (as defined under Code Section 401(a)(9)(C)(v)) means:

- (1) Age seventy and one-half (70 ½) (for a Participant who was born on or before June 30, 1949);
- (2) Age seventy-two (72) (for a Participant who was born on or after July 1, 1949, but before 1951); or
- (3) Age seventy-three (73) or the otherwise applicable age under Section 401(a)(9)(C)(v) of the Internal Revenue Code (for a Participant who was born in 1951 or later).

2. Section 10.01(c)(1), concerning distribution rules imposed by federal law, are amended to update the Participant’s age for the purpose of distributions to his or her surviving spouse when said surviving spouse is the sole Designated Beneficiary, as follows:

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the applicable age, if later.

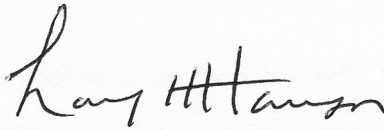
RESOLVED FURTHER by the Board that the appropriate officers and employees of GMA or the Administrator are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolutions on behalf of the Board, including but not limited to making non-substantive modifications to Plan documents as necessary, and that all prior actions taken in effectuating the Restated Plan documents and cooperation with IRS requests and directives are hereby ratified and confirmed in all respects.

RESOLVED FURTHER that the amendments herein shall take effect October 1, 2023.

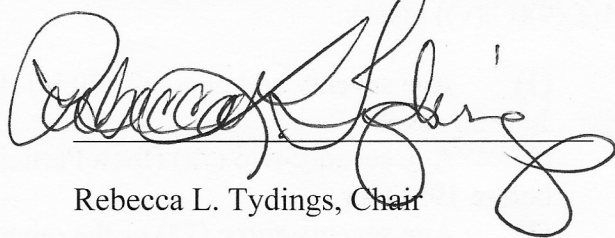
The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 22 day of September, 2023.

Attest:

Georgia Municipal Employees Benefit System



Larry Hanson, Secretary-Treasurer



Rebecca L. Tydings, Chair

Adopted by the Board of Trustees at the meeting held on September 22, 2023.

**GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM**

**BASIC DEFINED BENEFIT RETIREMENT PLAN
DOCUMENT**

AMENDED AND RESTATED

Third Six-Year Cycle, 2020 Cumulative List

**Administered by:
Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. PURPOSE OF PLAN	1
ARTICLE II. DEFINITIONS	2
Section 2.01. "Accrued Benefit"	3
Section 2.02. "Actuarial Equivalent"	3
Section 2.03. "Actuary"	3
Section 2.04. "Addendum"	3
Section 2.05. "Adjustment Date"	3
Section 2.06. "Administrator"	3
Section 2.07. "Adopting Employer"	3
Section 2.08. "Adoption Agreement"	3
Section 2.09. "Applicable Form"	4
Section 2.10. "Board of Trustees" or "Board"	4
Section 2.11. "Bona Fide Separation from Service"	4
Section 2.12. "Child" or "Children"	4
Section 2.13. "Code"	5
Section 2.14. "Code Section 415(d) Cost of Living Adjustment"	5
Section 2.15. "Contract"	5
Section 2.16. "Contributions"	5
Section 2.17. "Cost of Living Base Figure"	5
Section 2.18. "Covered Compensation AIME"	6
Section 2.19. "Covered Compensation Dynamic Break Point"	6
Section 2.20. "Covered Compensation Table Break Point"	6
Section 2.21. "Current Average Cost-of-Living Index Figure"	7
Section 2.22. "Default Beneficiary"	7
Section 2.23. "Disability"	7
Section 2.24. "Disability Retirement Date"	9
Section 2.25. "Early Retirement Date"	10
Section 2.26. "Earnings"	10
Section 2.27. "Effective Date"	11
Section 2.28. "Eligible Employee"	11
Section 2.29. "Eligible Regular Employee"	11
Section 2.30. "Employee"	11
Section 2.31. "Employer"	11
Section 2.32. "Enrollment Date"	12
Section 2.33. "FMLA"	12
Section 2.34. "Firefighter"	12
Section 2.35. "Final Average Earnings"	12
Section 2.36. "Governing Authority"	13
Section 2.37. "In-Service Distribution"	13
Section 2.38. "Ineligible Employee"	13
Section 2.39. "Interest"	13

Section 2.40.	"Investment Fund" or "GMEBS Retirement Trust Fund"	14
Section 2.41.	"Late Retirement Date"	14
Section 2.42.	"Military Service"	14
Section 2.43.	"Monthly Retirement Benefit"	14
Section 2.44.	"Municipal Legal Officer"	14
Section 2.45.	"Normal Retirement Date" or "Alternative Normal Retirement Date"	14
Section 2.46.	"Participant" or "Participating Employee"	15
Section 2.47.	"Pension Committee"	15
Section 2.48.	"Plan"	15
Section 2.49.	"Plan Representative"	15
Section 2.50.	"Plan Year"	15
Section 2.51.	"Police Officer"	15
Section 2.52.	"Post-Retirement Beneficiary"	16
Section 2.53.	"Primary Pre-Retirement Beneficiary"	16
Section 2.54.	"Provider"	16
Section 2.55.	"Regular Employee"	16
Section 2.56.	"Resolution"	16
Section 2.57.	"Retired Participant"	16
Section 2.58.	"Retirement" or "Retires"	16
Section 2.59.	"Retirement System," "System," or "GMEBS"	16
Section 2.60.	"Secondary Pre-Retirement Beneficiary"	16
Section 2.61.	"Section"	17
Section 2.62.	"Spouse"	17
Section 2.63.	"Terminated Vested Participant"	17
Section 2.64.	"Termination," "Terminate Employment," "Termination of Employment," or "Terminated"	17
Section 2.65.	"Trust Fund"	18
Section 2.66.	"Vested," "Vesting," "Vested Right," or "Vested Benefit"	18
ARTICLE III.	SERVICE	18
Section 3.01.	"Current Credited Service"	18
Section 3.02.	"USERRA Military Service Credit"	19
Section 3.03.	"Credited Past Service"	22
Section 3.04.	"Prior Governmental Service"	22
Section 3.05.	"Prior Military Service"	22
Section 3.06.	"Service"	22
Section 3.07.	"Total Credited Service"	23
ARTICLE IV.	ELIGIBILITY, QUALIFICATION AND PARTICIPATION	24
Section 4.01.	Classes of Eligible Employees	24
Section 4.02.	Qualifications for Participation	24
Section 4.03.	Establishing Participation in the Plan	29
Section 4.04.	Change in Employment Status	31
Section 4.05.	Participant Leaves of Absence	32
Section 4.06.	Non-Vested Participant Breaks in Service	33

ARTICLE V.	RETIREMENT ELIGIBILITY	36
ARTICLE VI.	RETIREMENT BENEFITS	37
Section 6.01.	Normal Retirement Benefit.....	37
Section 6.02.	Early Retirement Benefit	38
Section 6.03.	Late Retirement Benefit.....	39
Section 6.04.	Disability Benefit.....	40
Section 6.05.	Cost of Living Adjustment	44
Section 6.06.	In-Service Distribution; Suspension of Benefits Following Return to Service	45
ARTICLE VII.	OPTIONAL FORMS OF RETIREMENT INCOME.....	59
Section 7.01.	Standard Benefit Payment Form; Other Payment Options.....	59
Section 7.02.	Designation of Post-Retirement Beneficiary	60
Section 7.03.	Description of Options.....	60
Section 7.04.	Cancellation of Election	64
Section 7.05.	Rule for Small Benefits	64
Section 7.06.	Distributions	65
Section 7.07.	Compliance with Internal Revenue Section 401(a)(9)	65
Section 7.08.	Compliance with Internal Revenue Section 415	65
ARTICLE VIII.	DEATH BENEFITS	66
Section 8.01.	Death in Service Prior to Retirement.....	66
Section 8.02.	Actuarial Reserve In-Service Death Benefit.....	66
Section 8.03.	Auto A In-Service Death Benefit	67
Section 8.04.	Designation of Beneficiary	70
Section 8.05.	Change of Beneficiary	71
Section 8.06.	Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.....	71
Section 8.07.	Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary	72
Section 8.08.	Terminated Vested Death Benefits	73
Section 8.09.	Terminated Vested Auto A Death Benefit.....	74
Section 8.10.	Accrued Retirement Benefit	77
Section 8.11.	Designation of Terminated Vested Pre-Retirement Beneficiary	79
Section 8.12.	Participant Death After Retirement Benefit Commencement	79
ARTICLE IX.	TERMINATION BEFORE RETIREMENT; VESTING.....	81
Section 9.01.	Vesting Requirement for Deferred Retirement Benefit.....	81
Section 9.02.	Termination of Tenure of Office Before Retirement.....	82
Section 9.03.	Immediate Vesting in Disability Retirement.. ..	83
Section 9.04.	Involuntary Termination Without Cause.....	83
Section 9.05.	Portability between Adopting Employers.....	84

Section 9.06.	Forfeiture of Benefits for Certain Crimes.....	85
Section 9.07.	Forfeitures.....	86
ARTICLE X.	DISTRIBUTION AND ROLLOVER RULES.....	89
Section 10.01.	Distribution Rules Imposed by Federal Law	89
Section 10.02.	Rollover of Distributions	93
Section 10.03.	Acceptance of Eligible Rollover Distributions.....	95
Section 10.04.	Acceptance of Trustee-to-Trustee Transfers	96
ARTICLE XI.	LIMITATIONS ON BENEFITS	96
Section 11.01.	Effective Date	96
Section 11.02.	Limitation on Annual Benefit.....	96
Section 11.03.	Limitation on Annual Additions	106
Section 11.04.	Code Section 415(e) Limits	109
Section 11.05.	Limitations on Service Credit Purchases	109
Section 11.06.	Interpretation of this Article	113
ARTICLE XII.	ACTUARIAL EQUIVALENT CONVERSION TABLES.....	113
Section 12.01.	Early Retirement Reduction Table	113
Section 12.02.	Option B Tables.....	114
Section 12.03.	Option C Table	117
Section 12.04.	Life Annuity Factors to be Used in Computing Actuarial Reserve Death Benefit.....	118
Section 12.05.	Late Retirement Actuarial Increase Factors	119
Section 12.06.	"Offset Calculations"; Other Annuity Forms.....	120
Section 12.07.	Lump Sum Payments.....	122
ARTICLE XIII.	CONTRIBUTIONS	122
Section 13.01.	Adopting Employer Contributions	122
Section 13.02.	Employee Contributions	123
Section 13.03.	Withdrawal of Employee Contributions.....	123
Section 13.04.	Cessation of Contributions Without Penalty	126
Section 13.05.	Continued Contributions During Leave of Absence	126
Section 13.06.	Return of Contributions Upon Failure to Exhaust.....	126
ARTICLE XIV.	PENSION COMMITTEE.....	129
Section 14.01.	Creation and Composition	129
Section 14.02.	Responsibilities.....	129
Section 14.03.	Secretary	132
Section 14.04.	Legal Assistance	132
Section 14.05.	Plan Representative	132
ARTICLE XV.	BOARD OF TRUSTEES	133
Section 15.01.	Definitions	133
Section 15.02.	Powers.....	133
Section 15.03.	Composition and Election.....	133

Section 15.04.	Officers	133
Section 15.05.	Notice of Elections	133
Section 15.06.	Voting	134
Section 15.07.	Voting Representative for the Adopting Employer	134
Section 15.08.	Qualified Public Accountant.....	134
Section 15.09.	Fiduciary Insurance	135
ARTICLE XVI.	GMEBS TRUST AGREEMENT	135
Section 16.01.	General Provisions.....	135
Section 16.02.	Group Trust Participation	135
ARTICLE XVII.	CLAIMS AND LITIGATION.....	136
Section 17.01.	Disputes	136
Section 17.02.	Disputes involving Federal or State Law Compliance	137
Section 17.03.	Failure to Act	137
ARTICLE XVIII.	AMENDMENT AND TERMINATION	137
Section 18.01.	Amendment of the Plan by an Adopting Employer.....	137
Section 18.02.	Amendment of Plan by GMEBS	138
Section 18.03.	Termination by Adopting Employer.....	140
Section 18.04.	Amendment of the Plan to Transfer Assets; Termination of Contract	143
Section 18.05.	Involuntary Termination.....	147
Section 18.06.	Termination of the Basic Plan Document by the Board	151
ARTICLE XIX.	NON-ALIENATION OF BENEFITS	151
ARTICLE XX.	MISCELLANEOUS	152
Section 20.01.	Construction.....	152
Section 20.02.	Non-Diversion	154
Section 20.03.	Legally Incompetent; Power of Attorney	154
Section 20.04.	Benefits Supported Only by Trust Fund.....	155
Section 20.05.	Non-Discrimination	155
Section 20.06.	Limitation of Liability; Legal Actions.....	155
Section 20.07.	Claims	156
Section 20.08.	Errors in Benefits.....	156
Section 20.09.	Notice.....	161
Section 20.10.	Right of Recovery.....	161
Section 20.11.	Evidence of Action	161
Section 20.12.	Reliance	162
Section 20.13.	Information to Administrator.....	162
Section 20.14.	Participant Data to Administrator.....	162
Section 20.15.	Treatment of Vacated Court Orders	162
Section 20.16.	Entire Plan	163

APPENDIX – REFERENCED SECTIONS OF O.C.G.A.

BASIC PLAN DOCUMENT

ARTICLE I.

PURPOSE OF PLAN

The Georgia Municipal Employees Retirement System Plan ("Plan") is hereby amended and restated for the Third Six-Year Cycle, in compliance with the 2020 Cumulative List, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System. The Plan is a governmental qualified defined benefit plan under Internal Revenue Code Sections 401(a) and 414(d) and is intended to be adopted by Employers in Georgia.

The Plan is intended to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); as well as the additional guidance included in the 2020 Cumulative List under Internal Revenue Service ("IRS") Notice 2020-14 to the extent applicable to the Plan. Except as otherwise specifically provided herein, the Plan establishes the rights and obligations with respect to individuals who are Employees on and after such dates, as applicable, and to transactions under the Plan on and after such dates, as applicable. Except as otherwise specifically provided herein, the rights and benefits, if any, of individuals who are not Employees on or after such dates, as applicable, shall be determined in accordance with the terms and provisions of the Plan that were in effect on the date that their employment terminated.

Any Municipal Corporation accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate Ordinance of the Governing Authority adopting the Plan. Any other Employer accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate resolution or ordinance (as applicable) of the Governing Authority adopting the Plan. With the

consent of the Board, such organization shall become an Adopting Employer hereunder, as of the specified date, and shall be subject to the terms and provisions of the Plan as then in effect and thereafter amended.

The Plan document consists of this Basic Plan Document, the Adoption Agreement, and any Addendum of each Employer and any amendments to the Basic Plan Document, the Adoption Agreement, and any Addendum. The Plan, generally effective as of the date set forth in the Adoption Agreement for each Employer, except as otherwise specifically provided herein, is established for the purpose of providing retirement and other benefits to Participants.

This Plan is intended to be a pre-approved plan, to be used with a completed Adoption Agreement.

ARTICLE II.

DEFINITIONS

This Article covers all generally applicable definitions used in this Plan, except for definitions related to service, which are in Article III. Except as otherwise provided in the Employer's Adoption Agreement or any Addendum, the definition of terms contained in this Article II and Article III shall govern the meaning of such terms used in the Adoption Agreement. When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows, unless a different meaning is plainly required by the content:

Section 2.01. **"Accrued Benefit"** shall mean, as of any date, the Normal Retirement benefit payable to a Participant at the Participant's Normal Retirement Date computed in accordance with the provisions of Article VI and the Adoption Agreement, based upon the Participant's Total Credited Service and Final Average Earnings (if applicable) as of the date that the Participant's Accrued Benefit is being determined.

Section 2.02. **"Actuarial Equivalent"** shall mean a benefit of approximately equal value when computed on the basis of the actuarial assumptions contained in Article XII.

Section 2.03. **"Actuary"** shall mean an individual, or firm, appointed or approved by the Board of Trustees to perform actuarial calculations necessary in the funding of the Plan.

Section 2.04. **"Addendum"** means any Addendum to an Adoption Agreement submitted to the IRS for review under the pre-approved program and entered into by an Adopting Employer.

Section 2.05. **"Adjustment Date"** means January 1 or such other date in a calendar year on which a Cost of Living Adjustment is applied to a Retired Participant's or Post-Retirement Beneficiary's benefit pursuant to an Adopting Employer's Adoption Agreement or any Addendum thereto.

Section 2.06. **"Administrator"** shall mean the Georgia Municipal Employees Benefit System or its designee.

Section 2.07. **"Adopting Employer"** shall mean an Employer who adopts this Plan through the adoption of the Adoption Agreement.

Section 2.08. **"Adoption Agreement"** shall mean the Adoption Agreement adopted by an Adopting Employer, which Adoption Agreement contains certain terms of the Plan, and

whenever applicable shall include any Addendum amending provisions of the Adoption Agreement.

Section 2.09. **"Applicable Form"** shall mean the appropriate form as designated and furnished by the Administrator to make the election or provide the notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator may prescribe an oral, electronic, or telephonic form in lieu of or in addition to a written form.

Section 2.10. **"Board of Trustees"** or **"Board"** shall mean the Board of Trustees of the Georgia Municipal Employees Benefit System.

Section 2.11. **"Bona Fide Separation from Service"** shall mean, with respect to a Participant who Terminates employment on or after September 26, 2014, the Participant Terminated Employment with the Participant's Adopting Employer without an agreement for re-employment and did not return to service with the Adopting Employer as an Eligible Employee, Ineligible Employee, or independent contractor or in any other capacity, except as described below, for at least six (6) calendar months after the date of said Termination of Employment, provided that the Employer shall be required to provide any information to GMEBS necessary to verify an Employee's Bona Fide Separation from Service. A Bona Fide Separation from Service shall alternatively mean that an Eligible Employee Terminated Employment with the Adopting Employer and returned to service with the Adopting Employer as an elected or appointed member of the Governing Authority, even if such Employee did not incur a six (6) month break in service prior to becoming an elected or appointed member of the Governing Authority.

Section 2.12. **"Child"** or **"Children"** shall mean any natural or adopted child of the Participant or Terminated Vested Participant, as applicable, who is younger than age twenty-two

(22) as of the date of the Participant's or Terminated Vested Participant's death. The term "adopted child" shall include any child who is legally adopted by the Participant and any child who is a member of the Participant's household if placed with the Participant by an authorized placement agency for legal adoption by the Participant. The term "child" does not include a foster child.

Section 2.13. **"Code"** shall mean the Internal Revenue Code of 1986, as applicable to governmental plans, as amended from time to time, and the Internal Revenue Code of 1954, as applicable to governmental plans.

Section 2.14. **"Code Section 415(d) Cost of Living Adjustment"** shall mean the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) for any applicable year.

Section 2.15. **"Contract"** shall mean the entire contents of the Ordinance or Resolution adopting this Plan, the Employer's Adoption Agreement and any Addendum thereto, the Basic Plan Document, the GMEBS Trust Agreement, and any amendments made hereafter.

Section 2.16. **"Contributions"** shall mean payments made by Employers (and Employees, if applicable) to GMEBS to provide the benefits specified in the Plan.

Section 2.17. **"Cost of Living Base Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is 14 months prior to the month of the Adjustment Date used to determine the Current Cost-of-Living Index Figure. However, if a Participant or Beneficiary has been drawing benefits for less than twelve (12) months, the Cost-of-Living Base

Figure shall mean the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two (2) months prior to the month when benefit payments commenced.

Section 2.18. "Covered Compensation AIME." shall mean the portion of the Average Indexed Monthly Earnings (A.I.M.E.), annualized, as defined by the December 1977 amendments to the federal Old-Age, Survivors, and Disability Insurance (O.A.S.D.I.), not subject to the fifteen percent (15%) benefit rate as defined in the amendments and as adjusted to the year of termination of employment as provided for in said amendments.

Section 2.19. "Covered Compensation Dynamic Break Point" shall mean, for any calendar year, the average of the maximum amount of earnings for which taxes are payable under the Social Security Act during the period of calendar years: (1) beginning with the later of 1959 or the calendar year thirty-five (35) years before the year for which Social Security Covered Compensation is being computed, and (2) ending with the calendar year preceding the year for which Social Security Compensation is being computed. The amount of Covered Compensation for a Participant shall be determined as of the date of the Participant's most recent Termination or the Participant's date of death, whichever is applicable.

Section 2.20. "Covered Compensation Table Break Point" shall mean the amount listed in the table below, opposite the year of birth of the Participant:

Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount
1903 or earlier	\$4,944	1916	\$6,432	1929	\$6,900
1904	5,160	1917	6,480	1930	6,984

1905	5,352	1918	6,528	1931	7,080
1906	5,520	1919	6,576	1932	7,176
1907	5,652	1920	6,612	1933	7,260
1908	5,784	1921	6,660	1934	7,332
1909	5,892	1922	6,696	1935	7,416
1910	6,000	1923	6,720	1936	7,500
1911	6,084	1924	6,756	1937	7,572
1912	6,168	1925	6,792	1938	7,656
1913	6,240	1926	6,816	1939	7,728
1914	6,312	1927	6,840	1940	7,764
1915	6,372	1928	6,864	1941	7,800
				or later	

Section 2.21. "Current Average Cost-of-Living Index Figure" shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) that was most recently issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two months prior to the month of the Adjustment Date.

Section 2.22. "Default Beneficiary" shall mean, with respect to a Participant who dies prior to July 1, 2015, the person(s) or entity to whom a pre-retirement death benefit is payable in the absence of a beneficiary designation by the Participant or in the event there is no designated Primary or Secondary Pre-Retirement Beneficiary to whom a pre-retirement death benefit is payable, determined in accordance with and subject to Section 8.06.

Section 2.23. "Disability" shall mean, with respect to those Adopting Employers who elect in the Adoption Agreement to provide disability retirement benefits and unless otherwise provided in an Addendum to the Adoption Agreement, the following:

(a) A physical or mental disability of a Participant who because of such disability becomes entitled to receive disability insurance benefits under the Federal Social Security Act, as amended, provided that the following conditions are satisfied:

(1) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer, as evidenced by a Social Security Administration (SSA) disability award submitted with the Participant's disability retirement application, reflecting a disability onset date on or before the Participant's Termination date; provided, however, that in the event a Participant has filed more than one disability application with the SSA and the SSA disability award reflects a disability onset date after the Participant's Termination date, and where due to SSA administrative res judicata rules the disability onset date reflected in the SSA disability award immediately follows the date that a prior SSA disability award was denied, then the Administrator may consider other documents submitted with the Participant's application for a SSA disability award to determine the disability onset date if the Participant provides such documents to the Administrator and the Administrator deems such documents sufficient to establish that the disability onset date is on or before the Participant's Termination date;

(2) In no event will the disability onset date be earlier than the latest disability onset date alleged by the Participant in the Participant's SSA disability application(s); and

(3) The Participant's disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs; or

(b) A Participant who is not disabled in accordance with the definition under subsection (a) above solely because the Participant lacks the quarters of Social Security coverage required under the Federal Social Security Act, as amended, shall qualify for Disability if the Pension Committee determines that the Participant is permanently disabled on the basis of

a certificate signed by at least two (2) physicians, (one physician selected and paid by the disabled Participant and one selected and paid by the Employer) stating that:

(1) The Participant is permanently disabled as defined in Internal Revenue Code Section 72(m); and

(2) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer; and

(3) Such disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs.

(c) Neither the Adopting Employer nor the Administrator is required to independently investigate or confirm the cause(es) of a Participant's disability.

Section 2.24. "Disability Retirement Date" shall mean, with respect to those Adopting Employers who elect to provide Disability retirement benefits in the Adoption Agreement and with respect to Participants who Terminate Employment due to Disability, the first day of the first calendar month coinciding with or next following: (a) the date on which a Participant becomes entitled to receive a monthly disability insurance benefit under the Federal Social Security Act, as amended; (b) the date on which the Participant's Disability is determined by the Pension Committee to have commenced, in the case of Disability determinations made by the Pension Committee pursuant to Section 2.23(b); or (c) the date determined in accordance with the provisions of an Employer's General Addendum, as applicable. However, in no event will the Disability Retirement Date be earlier than the first day of the calendar month coinciding with or next following the date of the Participant's Termination of Employment as a result of Disability.

Section 2.25. "Early Retirement Date" shall mean the first day of the month coinciding with or next following the day a Participant qualifies for Early Retirement as specified in the Adoption Agreement, as of which the Participant actually Retires.

Section 2.26. "Earnings" shall mean, unless otherwise specified by the Employer in an Addendum to the Adoption Agreement, the total gross earnings paid to a Participant by the Employer, as reflected in the Employer's payroll records and shall include salary, wages, bonuses, overtime, and compensation for unused sick, vacation, paid-time-off, personal, or any other paid leave. Earnings shall not be reduced for compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), or contributions picked-up under Code Section 414(h) during the Plan Year. Unless otherwise specified in an Addendum to the Adoption Agreement, Earnings shall not include perquisites or allowances for a car or house rent, or compensation for severance pay.

For any Plan Year beginning after December 31, 2001, the annual earnings of a Participant for any year taken into account under the Plan shall not exceed Two Hundred Thousand Dollars (\$200,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)(B)). Notwithstanding the provisions of this paragraph, in determining benefit accruals in Plan Years beginning after December 31, 2001, the limit hereunder for determination periods beginning before January 1, 2002, shall be Two Hundred Thousand Dollars (\$200,000).

Annual earnings means Earnings during the Plan Year or such other consecutive twelve (12) month period over which Earnings are otherwise determined under the Plan (the determination period). The Cost of Living Adjustment for a calendar year applies to annual earnings for the determination period that begins with or within such a calendar year. If a short

Plan Year occurs, the annual earnings limit is an amount equal to the otherwise applicable annual earnings limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is twelve (12).

Section 2.27. **"Effective Date"** shall mean the original effective date of the Adopting Employer's GMEBS-administered defined benefit plan as specified in the Adoption Agreement.

Section 2.28. **"Eligible Employee"** shall mean any Employee who is designated as an Eligible Employee in the Adoption Agreement and who satisfies any eligibility conditions applicable to the class of Eligible Employees to which the Employee belongs.

Section 2.29. **"Eligible Regular Employee"** shall mean any Regular Employee who satisfies the minimum hour and other eligibility conditions applicable to Regular Employees in the Employer's Adoption Agreement.

Section 2.30. **"Employee"** shall mean any person who is regularly employed in the services of the Employer as an employee and shall include elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement. However, notwithstanding any other provision of the Plan to the contrary, the term "Employee" does not include: (a) an individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Employer which constitutes income from sources within the United States within the meaning of Code Section 861(a)(3); (b) a leased employee; or (c) any person treated in good faith by an Employer as an independent contractor, regardless of whether such person is later determined to be a common law employee for tax purposes.

Section 2.31. **"Employer"** shall mean an Employer as defined in O.C.G.A. § 47-5-2(9) (a copy of which is included in the Appendix hereto). No employer which is not

permitted to participate in a qualified governmental pension plan as defined in Code Section 401(a) and 414(d) shall be permitted to participate in this Plan.

Section 2.32. **"Enrollment Date"** shall mean the date that an Eligible Employee first becomes a Participant under this Plan.

Section 2.33. **"FMLA"** shall mean the Family and Medical Leave Act of 1993, as amended from time to time.

Section 2.34. **"Firefighter"** shall mean an Eligible Regular Employee of the Adopting Employer who is either certified as a firefighter pursuant to O.C.G.A. § 25-4-2(4) (a copy of which is included in the Appendix hereto) or who would otherwise be required to be certified as a firefighter but who is exempt pursuant to O.C.G.A. § 25-4-12 (a copy of which is included in the Appendix hereto).

Section 2.35. **"Final Average Earnings"** shall mean, unless otherwise elected in an Addendum to the Adoption Agreement, the arithmetic monthly average of the Earnings paid to a Participant by the Adopting Employer for a specified number of consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by twelve (12). In computing Final Average Earnings, Earnings shall include, if applicable and authorized by the Adopting Employer in an Addendum to the Adoption Agreement, severance payments made prior to, on or after the Participant's Termination Date. The number of months to be used in determining Final Average Earnings shall be designated by the Adopting Employer in the Adoption Agreement or an Addendum thereto. The Administrator shall prescribe a formula for the determination of Final Average Earnings. Calculation of Final Average Earnings shall be subject to the following:

(a) If a Participant terminates employment or is on an unpaid leave of absence and later returns to employment with the Employer, the period(s) prior to and following such absence from employment shall be considered consecutive.

(b) If a Participant has not completed the number of consecutive months of Credited Service necessary to compute Final Average Earnings under this Section as of the date of such Participant's most recent Termination preceding Retirement, then Final Average Earnings shall be determined by dividing total Earnings for the Participant's entire period of Credited Service by such Participant's total number of months of Credited Service and multiplying the quotient by twelve (12). In computing the number of months of Credited Service for this purpose, incomplete months of Credited Service shall be converted to fractional equivalents of months and included in the computation.

Section 2.36. **"Governing Authority"** shall mean the entity named in the Adoption Agreement which is authorized to act for the Adopting Employer.

Section 2.37. **"In-Service Distribution"** shall mean commencement of benefits to a Participant who has satisfied the requirements for Retirement prior to the Participant's Termination of Employment or continuation of benefits to a Retired Participant who returns to service without first completing a Bona Fide Separation from Service.

Section 2.38. **"Ineligible Employee"** shall mean an Employee of the Adopting Employer who is not an Eligible Employee.

Section 2.39. **"Interest"** shall mean a pro rata share of any and all interest, dividends, and capital gains or losses earned on the invested or reinvested funds of the GMEBS Investment Fund.

Section 2.40. **"Investment Fund"** or **"GMEBS Retirement Trust Fund"** shall mean the total amounts of all Contributions plus Interest, invested or uninvested, held by the Board of Trustees in the GMEBS Retirement Trust Fund for all GMEBS Employers and their Employees where applicable.

Section 2.41. **"Late Retirement Date"** shall mean the first day of the month coinciding with or next following the day the Participant qualifies for Late Retirement, as specified in Section 6.03, as of which the Participant actually retires. The Plan shall not provide for a maximum retirement age.

Section 2.42. **"Military Service"** shall mean, unless otherwise specified in the Adoption Agreement, service performed while on active duty in the Armed Forces of the United States if the Participant was granted an honorable discharge. Except as otherwise required by federal or state law, Military Service shall not include service which is credited toward retirement under any other local, state, or federal retirement or pension plan.

Section 2.43. **"Monthly Retirement Benefit"** shall mean the monthly benefit as provided in Article VI or any optional benefit payable in lieu thereof as provided in Article VII.

Section 2.44. **"Municipal Legal Officer"** shall mean, with respect to those Employers who elect to include municipal legal officers as Eligible Employees, only those municipal legal officers specifically designated in the Adoption Agreement for inclusion as Eligible Employees, provided that such officer otherwise meets the Basic Plan Document's definition of Employee.

Section 2.45. **"Normal Retirement Date"** or **"Alternative Normal Retirement Date"** shall mean the first day of the month coinciding with or next following the date the Participant qualifies for Normal Retirement as specified in the Employer's Adoption Agreement.

An Employer may also establish alternative Normal Retirement qualifications in the Adoption Agreement. In such case, the Participant's Alternative Normal Retirement Date shall mean the first day of the month coinciding with or next following the date the Participant meets the alternative Normal Retirement qualifications.

Section 2.46. **"Participant"** or **"Participating Employee"** shall mean any Eligible Employee who is or may become eligible to receive a benefit of any type from the Plan and who has commenced participation in the Plan under Article IV.

Section 2.47. **"Pension Committee"** shall mean the committee named in the Adoption Agreement to represent the Adopting Employer in the administration of the Plan.

Section 2.48. **"Plan"** shall mean the provisions of this Basic Plan Document, along with the Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), setting forth the Employees to be covered, the benefits to be provided, and the conditions of retirement, and all amendments thereto which may hereafter be made.

Section 2.49. **"Plan Representative"** shall mean the Plan Representative designated in the Employer's Adoption Agreement. The Plan Representative must have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

Section 2.50. **"Plan Year"** shall mean a twelve (12) consecutive month period specified as such in the Adoption Agreement.

Section 2.51. **"Police Officer"** shall mean an Eligible Regular Employee employed by the Adopting Employer's Police Department who is either certified or registered as a peace officer pursuant to O.C.G.A. § 35-8-2(8) (a copy of which is included in the Appendix hereto).

Section 2.52. **"Post-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a post-retirement survivor benefit in accordance with and subject to the provisions of Article VII and Section 8.12.

Section 2.53. **"Primary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on an Applicable Form, to receive a pre-retirement death benefit, in accordance with and subject to the provisions of Article VIII.

Section 2.54. **"Provider"** means the Georgia Municipal Association, Inc. who is the pre-approved plan provider sponsoring the Plan on behalf of GMEBS.

Section 2.55. **"Regular Employee"** shall mean any Employee, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, who is regularly employed in the services of the Adopting Employer.

Section 2.56. **"Resolution"** shall mean a resolution duly adopted by an Employer.

Section 2.57. **"Retired Participant"** shall mean any Participant who has Terminated Employment with the Employer and who is receiving a benefit provided under the Plan.

Section 2.58. **"Retirement"** or **"Retires"** shall mean withdrawal from Service with a retirement allowance granted under the provisions of the Plan.

Section 2.59. **"Retirement System," "System," or "GMEBS"** shall mean the Georgia Municipal Employees Benefit System created by O.C.G.A. Section 47-5-1 et seq. (a copy of which is included in the Appendix hereto).

Section 2.60. **"Secondary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a pre-retirement death benefit in the event the Primary Pre-Retirement Beneficiary does not survive the Participant, in accordance with and subject to the provisions of Article VIII.

Section 2.61. **"Section"** shall mean, when not preceded by the word Code or ERISA, a section of the Basic Plan Document.

Section 2.62. **"Spouse"** shall mean, notwithstanding any other provision in an Adopting Employer's Adoption Agreement or Addendum to the contrary, (i) effective on or after September 16, 2013, to the extent required by federal law, and (ii) effective on or after September 26, 2014, for all purposes, a person who, as of the date of the Participant's, Retired Participant's or Terminated Vested Participant's death, as applicable, is lawfully joined with the Participant or Terminated Vested Participant in a marriage which is recognized under the laws of any state or foreign jurisdiction, whether opposite-sex or same-sex and regardless of whether or not the spouse resides in the state or foreign jurisdiction in which such marriage occurred.

Section 2.63. **"Terminated Vested Participant"** shall mean any Participant who has Terminated Employment with the Adopting Employer and who has a Vested Benefit under any provision of the Adopting Employer's Plan but is not yet a Retired Participant.

Section 2.64. **"Termination," "Terminate Employment," "Termination of Employment," or "Terminated"** shall mean a severance of employment with the Employer, including Retirement, resignation or discharge, lapse of recall rights after layoff, death, or vacation of office by a Regular Employee, an elected or appointed member of the Governing Authority or a Municipal Legal Officer. Provided, however, that Termination shall not include: (i) absence from active employment which is not treated by the Adopting Employer as a Termination of Employment; (ii) absence due to military service to the extent required under USERRA and Code Section 414(u)(8)(A), (iii) absence due to leave which qualifies as family or medical leave under the FMLA, to the extent required under the FMLA; or (iv) absence due to an authorized leave of absence for any reason if approved by the Adopting Employer. Unless

otherwise required by law or unless the terms of the leave otherwise specify, if an Employee on an authorized leave of absence fails to return to active employment upon expiration of the leave of absence, the Employee will be considered terminated as of the date immediately preceding the approved leave period.

Section 2.65. **"Trust Fund"** mean the total amounts, invested or uninvested, held at any time by the Board in trust for the Employer under the GMEBS Trust Agreement, a separate document for the establishment and administration of the Trust Fund.

Section 2.66. **"Vested," "Vesting," "Vested Right," or "Vested Benefit"** shall mean the rights of a Terminated Vested Participant as specified in Article IX.

ARTICLE III.

SERVICE

Section 3.01. **"Current Credited Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer from the Participant's Enrollment Date to the Participant's Termination, which are credited as Current Credited Service for purposes of meeting the Plan's requirements for vesting, retirement and death benefit eligibility, and/or for purposes of computing the amount of benefits payable under the Plan, determined in accordance with and subject to any limitations established in the Basic Plan Document and the Employer's Adoption Agreement or Addendum. Current Credited Service shall include unused paid time off which the Employer elects to treat as Current Credited Service for a Terminated Vested Participant for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement; provided, however, that leave conversions will be permitted only if (i) the leave is for unused accrued paid time off for vacation and/or sick leave or for comparable paid-time-off under an established leave policy without regard to whether the leave is due to illness or incapacity, (ii) the leave policy qualifies as a bona fide sick

and/or vacation leave plan for purposes of Code Section 409A and Treasury Regulation § 1.409A-1(a)(5), (iii) the Plan provides for service credit for an Employee's unused paid time off, provided that the eligibility requirements for participation in the Plan do not permit an Employee to become a Participant only in the Plan Year in which the Employee terminates employment, (iv) the conversion is automatic, the employee has no right to request a cash payment for the leave, and no such payment is made, (v) the unused paid time off is converted to service credit under a formula specified in the Adoption Agreement and which satisfies the definitely determinable standard of Treasury Regulation § 1.401-1(b)(1)(i), (vi) the Adopting Employer's Plan otherwise provides for service credit unrelated to the conversion of any Employee's unused paid time off, and (vii) the Participant's annual benefit, as adjusted by the leave conversion, does not exceed the limit under Code Section 415(b).

Section 3.02. "USERRA Military Service Credit."

(a) USERRA Military Service Credit. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). Code Section 414(u) provides that: (i) individuals reemployed under the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") must be treated as not having incurred a break in Service because of qualified military service, (ii) periods of qualified military service must be counted for vesting and benefit accrual purposes, except that periods of qualified military service must not be counted for benefit accrual purposes where the individual would have been required to make Employee Contributions under the Adopting Employer's Plan if the individual had remained continuously employed by the Adopting Employer during said period of qualified military service and the individual fails to make-up said Employee Contributions as provided herein,

(iii) make-up of Employee Contributions up to the maximum the individual would have been required to make if continuously employed must be allowed, in one lump sum payment or in installments, during the period beginning on reemployment and lasting for the lesser of three (3) times the period of qualified military service or five (5) years, (iv) any Employer Contributions contingent on make-up Employee Contributions must be made by the Employer, if and to the extent the individual contributes make-up Employee Contributions as provided herein, (v) earnings are not required to be credited unless and until the Employee contributes make-up contributions, (vi) make-up Contributions are based on compensation the individual would have received during the period of qualified military service (if not reasonably certain, compensation for the 12 month period (or, if shorter, the period of employment) immediately preceding qualified military service can be used), and (vii) make-up Contributions are subject to the limitations of Code Sections 402(g), 415, and 404(a) for the year to which the contribution relates, not the year in which the contribution is made.

(b) Ordered Military Leave under Georgia Law. To the extent not provided under subsection (a), the Plan will grant Credited Service for a period of "ordered" military service in accordance with and subject to the requirements of O.C.G.A. § 38-2-279(f) (a copy of which is included in the Appendix hereto) to a Participant who was an Eligible Employee when such ordered military service commenced, if and to the extent that the Participant (or in case of the Participant's death during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate) makes up any required Employee Contributions as provided herein. To obtain Credited Service for the period of ordered military service, the Participant must make-up the required Employee Contributions in one lump sum payment or in installments during a period that begins upon commencement of

such ordered military service and ends no later than five (5) years after the period of military service ends. If the Participant dies during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate must make up the required Employee Contributions no later than one (1) year following proof of the Participant's death. The amount of Employee Contributions required to be made to receive Credited Service for a period of military service shall be determined in the same manner as provided under USERRA and HEART and subsection (a) above.

(c) Effective with respect to deaths occurring on or after January 1, 2007, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by Code Section 401(a)(37), survivors of the Participant are entitled to any additional benefits that the Plan would provide if the Participant had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Participant's death while employed. In any event, a deceased Participant's period of qualified military service must be counted for vesting purposes.

(d) Beginning January 1, 2009, to the extent required by Code Sections 3401(h) and 414(u)(2), an individual receiving differential wage payments (while the individual is performing qualified military service (as defined in chapter 43 of title 38, United States Code)) from an Employer shall be treated as employed by that Employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Code Section 415(c). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

(e) Effective with respect to deaths occurring on or after January 1, 2009, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United

States Code), to the extent permitted by Code Section 414(u)(8), for benefit accrual and vesting purposes, the Participant will be treated as having returned to employment on the day before the death and as having terminated on the date of death. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Section 3.03. **"Credited Past Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer prior to the Participant's Enrollment Date which are treated as Credited Past Service under the Employer's Adoption Agreement for purposes of meeting the Plan's requirements for participation, vesting, retirement and death benefit eligibility, and/or or for purposes of computing the amount of benefits payable under the Plan, subject to any limitations established in the Basic Plan Document, Adoption Agreement or Addendum.

Section 3.04. **"Prior Governmental Service"** shall mean government service preceding the Eligible Employee's employment or reemployment date with the Adopting Employer, usually for an entity other than the Adopting Employer, which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement

Section 3.05. **"Prior Military Service"** shall mean Military Service not covered by Section 3.02 which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement.

Section 3.06. **"Service"** shall mean regular service rendered as an Eligible Employee of the Adopting Employer. Service may include absence from active employment with the Adopting Employer under conditions which are not treated by the Employer as a Termination of Employment, subject to Article IV concerning leaves of absence and any other conditions or

limitations specified in the Basic Plan Document, Adoption Agreement or Addendum. For those Employers who elect in the Adoption Agreement to include elected or appointed members of the Governing Authority or Municipal Legal Officers as Eligible Employees, Service also means any tenure of office held by an elected or appointed member of the Governing Authority or a Municipal Legal Officer, provided that such tenure of office does not include any calendar period during which any elected or appointed member of the Governing Authority or Municipal Legal Officer is also in the regular service of the Employer as an Eligible Employee in another capacity. No Participant may receive credit for more than one (1) year of Service in any twelve (12) month period.

Section 3.07. "Total Credited Service" shall mean the sum of the Participant's Current Credited Service, Credited Past Service, Prior Military Service, and Prior Governmental Service, as specified in this Article and covered per the Employer's Adoption Agreement, subject to any limitations imposed under the Basic Plan Document or the Employer's Adoption Agreement or Addendum. The term Total Credited Service includes any Service required to be included in Total Credited Service by USERRA, or any other applicable federal or state law. Full months of Total Credited Service shall be treated as fractions of one (1) year. Partial months shall not be included in the calculation. The Employer may specify in the Adoption Agreement a maximum number of years that may be included as Total Credited Service. If an Employer elects in its Adoption Agreement to require Employee Contributions, Total Credited Service shall not include any period of time for which the Employee is required but fails to make such Employee Contributions to the Plan. If a Participant has received a cash single sum payment of the present value of the Participant's Plan benefit pursuant to Section 7.05 of the Basic Plan Document upon or following termination with an Adopting Employer and

subsequently returns to Service with such Adopting Employer, the Participant's prior Credited Service with the Adopting Employer for which the cash single sum payment was paid shall be counted for purposes of meeting the Plan's requirements for participation, vesting, and retirement and death benefit eligibility but shall not be counted as Credited Service for purposes of benefit computation.

An Employee excluded from participation because of age shall receive credit for all Service as required by law.

ARTICLE IV.

ELIGIBILITY, QUALIFICATION AND PARTICIPATION

Section 4.01. Classes of Eligible Employees. The Employer shall designate in the Adoption Agreement the class(es) of Employees which are eligible to participate in the Plan. Provided, however, that if a person does not meet the definition of "Employee" contained in Article II, such person may not be included in any Eligible Employee class.

Section 4.02. Qualifications for Participation.

(a) **Minimum Service Requirement.** With respect to each class of Eligible Regular Employees, the Employer may specify in the Adoption Agreement a minimum number of work hours per week and/or a minimum number of work months per year which are required to be scheduled in order to establish and maintain the Employee's status as an Eligible Regular Employee. It shall be the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied. In determining whether said requirements are satisfied, the following rules shall apply:

(1) If an Employee is otherwise includable in an Eligible Regular Employee class but does not meet the minimum service requirements established by the Employer for said class pursuant to subsection (a) above, the Employee shall not be considered an

Eligible Employee, unless and until such requirements are satisfied. If an Eligible Regular Employee who has not yet become a Participant no longer meets said minimum service requirement but remains an Employee of the Employer, such Employee shall no longer be considered an Eligible Regular Employee, unless and until the Employee again satisfies the minimum requirement.

(2) No period of employment during which an Employee fails to satisfy the Employer's minimum service requirement and no leave of absence granted to such Employee shall be counted in determining whether any waiting period for participation established by the Employer pursuant to subsection (b) below has been satisfied. However, provided the Employee remains continuously employed by the Employer, such periods shall not be considered a break in Service under subsection (c)(1) below for purposes of satisfying said waiting period.

(b) Waiting Period. Effective January 1, 2015 with respect to Eligible Regular Employees in service with the Adopting Employer on or after said date, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, effective January 1, 2015, 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. Notwithstanding subsection 20.01(f) of the Basic Plan Document, in the event that an Adopting Employer has specified in an Addendum to the Adoption Agreement in effect immediately prior to January 1, 2015 that any class or classes of Eligible Employees shall be subject to a waiting period before participating in the Plan, such provision shall no longer be effective on or after January 1, 2015.

(c) Prior to January 1, 2015, unless otherwise specified by the Adopting Employer in an Addendum to the Adoption Agreement, Eligible Regular Employees were required to complete one (1) year of continuous, uninterrupted service with the Adopting Employer in order to commence participation in the Plan. In determining whether an applicable waiting period was satisfied, the following rules shall apply:

(1) Breaks in Service. If an Eligible Regular Employee has a break in service prior to satisfying the waiting period for participation and later becomes reemployed by the Adopting Employer, such Employee shall be required to again satisfy the waiting period in order to be eligible to participate in the Plan. Service rendered prior to said break in service shall not be taken into account in determining whether the waiting period has been satisfied.

(2) Employed on Effective Date; Waiting Period Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan and has completed a period of continuous, uninterrupted service as an Eligible Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be considered to have satisfied the waiting period and shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the Effective Date of the Plan.

(3) Employed on Effective Date; Waiting Period Not Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan but has not completed a period of continuous, uninterrupted service as an Eligible Regular Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be eligible to commence

participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(4) Employed After the Effective Date. If an Eligible Regular Employee is initially employed by the Adopting Employer after the Effective Date of the Plan, said Employee shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(5) Treatment of Leaves of Absence. For purposes of determining whether the waiting period for participation has been satisfied, service shall include any period of absence from employment which is required to be taken into account for such purpose under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to an Eligible Regular Employee by the Adopting Employer shall be counted as Credited Service for purposes of determining whether the waiting period for participation has been satisfied. However, unless otherwise required by law or unless the terms of the leave otherwise specify, if an Eligible Regular Employee on an authorized leave of absence fails to return to active employment or office upon expiration of the leave of absence, the Eligible Regular Employee shall be considered to have incurred a break in service for purposes of meeting the waiting period for participation as of the date preceding the approved leave period.

(6) Treatment of Service as an Ineligible Employee. If an Employee of the Adopting Employer who is not an Eligible Employee becomes an Eligible Regular Employee while remaining continuously employed by the Adopting Employer, said Eligible Employee shall become eligible to commence participation on the first day of the month immediately following or coinciding with the date the Employee meets the eligibility requirements for participation under this Article. For purposes of satisfying any waiting period imposed by the Adopting Employer, and unless otherwise specified in the Adoption Agreement, the Eligible Regular Employee's prior period of employment as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee provided that during said prior period of service as an Ineligible Employee, the Employee satisfied any minimum service requirement established by the Employer pursuant to Section 4.02(a). Unless otherwise specified in the Adoption Agreement, if an Eligible Regular Employee becomes an Ineligible Employee prior to satisfying the waiting period for participation in the Plan, said Employee's service as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee for purposes of satisfying said waiting period, provided that the Ineligible Employee satisfies the applicable minimum service requirements established for Eligible Employees pursuant to Section 4.02(a). However, in no event will an Ineligible Employee be permitted to become a Participant in the Plan unless and until said Employee has satisfied the waiting period and has again become an Eligible Employee. For purposes of satisfying the waiting period, leaves of absence granted to an Ineligible Employee shall be treated in the same manner as leaves of absence for Eligible Regular Employees under paragraph (5) above.

(7) Prior Participation in Another GMEBS Plan. An Eligible Regular Employee who is hired after the Effective Date of the Plan shall be eligible to become a Participant on the first day of the month immediately following or coinciding with the date on which the Employee is employed by the Adopting Employer, regardless of any waiting period requirement established by the Employer, provided that: (i) said Employee's immediate prior employment was with another Adopting Employer in the GMEBS; (ii) said Employee was a Participant in the previous Adopting Employer's GMEBS retirement plan; and (iii) said Employee satisfies any minimum service requirement established by the Adopting Employer pursuant to Section 4.02(a) for the Employee's class.

Section 4.03. Establishing Participation in the Plan.

(a) Mandatory vs. Optional Participation. Participation in the Plan shall be considered mandatory for all classes of Eligible Employees unless, with respect to a particular class, the Employer specifies in the Adoption Agreement that participation is optional for members of said class.

(b) Mandatory Participation. If participation is mandatory for a class of Eligible Employees, then, except as otherwise provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan as of the date they are employed, provided that they satisfy the Adopting Employer's eligibility requirements for participation. With respect to Eligible Employees initially employed or reemployed prior to January 1, 2015, if participation is mandatory for a class of Eligible Employees, then except as provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan on the first day of the month immediately following or coinciding with the date they satisfy the applicable waiting

period and any other eligibility requirements for participation; provided, however, that any Eligible Employee who was employed prior to January 1, 2015, was subject to a waiting period before participating in the Plan, and had not satisfied such waiting period prior to January 1, 2015 shall commence participation in the Plan effective January 1, 2015. Eligible Employees shall provide to the Pension Committee on an Applicable Form such participation enrollment information as shall be required by the Pension Committee, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. Notwithstanding an Eligible Employee's failure to complete the Applicable Form, the Eligible Employee shall become a Participant as specified in the Adoption Agreement.

(c) Optional Participation. The Employer may specify in the Adoption Agreement that participation is optional for certain classes of Eligible Employees, including but not limited to Employees in the following categories: elected or appointed members of the Governing Authority, Municipal Legal Officers, City Manager, and Department Heads. If participation is optional for an Eligible Employee, then the Eligible Employee may elect to become a Participant at the Eligible Employee's option by filing with the Pension Committee, on an Applicable Form, such information as shall be required to enroll in the Plan, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. The election to participate must be made within 120 days after the later of: the date the Eligible Employee commences employment with the Adopting Employer, the date the Eligible Employee is elected or appointed to office, or the date participation in the Plan is first permitted for members of a class to which the Eligible Employee belongs. The election to participate shall be irrevocable, and the failure to make an election within the 120-day time limit specified above shall be deemed an irrevocable election not to participate in the Plan. If Employee contributions are required under the

Adopting Employer's Plan, then Eligible Employees who apply for participation within the 120 day period may be required to make retroactive contributions in order to receive credit under the Plan for creditable Service prior the date they apply to participate in the Plan.

(d) Participation in the Plan shall not give any Eligible Employee the right to be retained in the employ of the Adopting Employer nor, upon dismissal, to have any right or interest in the Trust Fund other than as herein provided.

(e) Notwithstanding anything in this Section 4.03 to the contrary, if within 120 days following the date on which an Employee is first employed or first takes office with an Adopting Employer, the Employee enters into a written agreement or employment contract with the Adopting Employer pursuant to which the Employee agrees that the Employee will not participate in the Plan, the Employee shall be ineligible to participate in the Plan regardless of whether the Employee otherwise satisfies the eligibility requirements for participation in the Plan. The Employer shall notify the Administrator if and when an Employee has entered into such an agreement with the Employer and provide such information to the Administrator as necessary to confirm the existence of said agreement. A subsequent change in the terms of said agreement will not make the Employee eligible to participate in the Plan unless the Adopting Employer amends its Adoption Agreement to specifically require participation by said Employee.

Section 4.04. Change in Employment Status.

(a) Transfer to Ineligible Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee, said Employee shall cease to accrue benefits under the Plan for any purpose and the Employee's interest under the Plan, if any, shall be only such as existed immediately before the Employee became an Ineligible Employee, unless and until the

Employee again becomes a Participant. In no event will the Employee's service or earnings as an Ineligible Employee be taken into account for purposes of meeting the Plan's minimum service requirements for vesting, retirement eligibility, death benefit eligibility, or for purposes of computing the amount of any benefit payable under the Plan. However, said period of service as an Ineligible Employee shall not be considered a break in Service under Section 4.06, provided the Ineligible Employee remains continuously employed by the Adopting Employer. If the Ineligible Employee does not again become a Participant prior to Retirement or Termination of Employment, the Employee's Vested Benefit, if any, shall be paid as provided in Article IX.

(b) Transfer Back to Eligible Status. If an Ineligible Employee described in subsection (a) above remains continuously employed by the Adopting Employer and has another change in employment status such that the Employee again becomes a Participant, the Employee shall thereafter be entitled to accrue benefits in accordance with the terms of the Plan as in effect as of the date of the subsequent change in employment status. In no event, however, shall such a Participant receive a greater benefit under the Plan than that which the Participant would have received had the Participant not had a change in employment status.

Section 4.05. Participant Leaves of Absence.

(a) USERRA, FMLA Leave – Notwithstanding any provision of this Plan to the contrary, if any period of absence is required to be counted under USERRA, the FMLA or any other applicable federal or state law as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, or for purposes of meeting the Plan's minimum service requirements for vesting, retirement or death benefit eligibility, then said period of absence shall be counted as such in accordance with and subject to the requirements of such law.

(b) Other Leaves of Absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to a Participant by the Adopting Employer will be counted as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and benefit eligibility. However, if the Participant does not return to active employment upon expiration of the authorized leave period, then subsection (c) shall apply.

(c) Failure to Return to Service. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment with the Employer upon expiration of a leave of absence, the Participant's interest under the Plan, if any, including the Participant's Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and any minimum service requirements for retirement or death benefit eligibility, will be limited to that accrued as of the date preceding the approved leave period.

(d) Unused Leave. The Adopting Employer may elect in the Adoption Agreement to credit certain unused leave at termination or retirement for which the Participant is not paid as Credited Service, subject to the terms and limits specified in the Basic Plan Document, Adoption Agreement or Addendum.

Section 4.06. Non-Vested Participant Breaks in Service.

Except as otherwise provided in the Adoption Agreement, this Section shall apply only to Participants who are Eligible Regular Employees. If a non-vested Participant experiences a break in service, the Participant's Current Credited Service shall not include any Service rendered

prior to the break in service, unless the Participant returns to employment with the Adopting Employer and performs the lesser of: service equal to the break in service, or service equal to one (1) year. The following limitations shall apply in administering the break in service rule:

(a) Absence of Less Than One (1) Year. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer within one (1) year after said termination, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(b) Interim Employment with Another GMEBS Employer. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer after having spent the interim period in the continuous employment of another Employer in the GMEBS, the Participant shall not be deemed to have incurred a break in Service. The time the Participant was absent may be taken into account for purposes of determining whether the Participant has met the minimum service requirements for vesting and retirement eligibility under the Adopting Employer's Plan, as provided by and subject to the provisions of Section 9.05 concerning portability. However, in no event shall the time the Participant was absent from the Adopting Employer be taken into account for the purpose of computing the amount of any benefit payable under the Adopting Employer's Plan.

(c) Treatment of Leaves of Absence. No leave of absence or other period of absence from employment shall be considered a break in Service if it is not permitted to be treated as such under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, any other authorized leave of absence granted to a Participant shall not be deemed a break in Service, provided the Participant

was regularly employed by the Employer immediately prior to the Participant's leave of absence and the Participant is reemployed by the Employer upon expiration of the leave of absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment upon expiration of the approved leave period, the Participant will be considered to have incurred a break in Service under this Section as of the date immediately preceding the approved leave period.

(d) Transfer to Ineligible Employee Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee pursuant to Section 4.04, the period of time spent as an Ineligible Employee shall not be considered a break in Service under this Section, provided the Participant remains employed by the Adopting Employer. Unless otherwise specified by the Adopting Employer, leaves of absence granted to an Ineligible Employee will not be considered a break in Service under this Section, provided the Ineligible Employee returns to active employment with the Employer upon expiration of the approved leave period and the requirements of subsection (c) are otherwise satisfied with respect to such leave of absence.

(e) Graduated Vesting. If the Adopting Employer has established a graduated vesting schedule in the Adoption Agreement, and a Participant who is partially vested Terminates Employment with the Adopting Employer and subsequently returns to employment with the Adopting Employer, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(f) Repeated Breaks in Service. If a non-vested Participant has a break in Service, returns to employment with the Adopting Employer, and experiences one or more additional

breaks in Service prior to satisfying the one (1) year Service requirement necessary to work off the initial break, then the Participant's Current Credited Service shall not include any Service rendered prior to the most recent break in Service, unless upon the Participant's return to employment with the Employer following the most recent break in Service the Participant performs Service for a period of at least one (1) year.

ARTICLE V.

RETIREMENT ELIGIBILITY

(a) The Retirement prerequisites of a Participant under this Plan are contingent upon the type of Retirement offered by the Employer in the Adoption Agreement and selected by the Participant: that is, Normal Retirement, Alternative Normal Retirement, Early Retirement, Late Retirement, or Disability Retirement, as applicable. The provision of an Alternative Normal Retirement benefit or the designation of an Alternative Normal Retirement Date in the Adoption Agreement shall not be construed to establish an Alternative Normal Retirement Age or Alternative Normal Retirement Date for purposes of the definition of Accrued Benefit under Section 2.01, for purposes of computing death benefits under Article VIII, or for purposes of applying the actuarial equivalent conversion provisions of Article XII. The minimum age and service requirements and other prerequisites associated with each type of Retirement for each class of Eligible Employees shall be as specified in the pertinent sections of the Adoption Agreement. Except as otherwise provided in the Basic Plan Document, Adoption Agreement or Addendum with respect to In-Service Distributions for those who remain in service after they qualify for Normal Retirement or Alternative Normal Retirement, receipt of Retirement benefits shall also be contingent upon Termination of Employment.

(b) Provided a Participant is otherwise eligible to receive a Retirement benefit under the Plan, Retirement is contingent upon the satisfactory completion of the Applicable Form provided for such purpose and the acceptance of the Applicable Form by the Pension Committee.

(c) Retirement applications shall be prepared and submitted at such time as to reach the office of GMEBS no earlier than ninety (90) days and no later than thirty (30) days prior to a Participant's effective Retirement Date. A Participant's effective Retirement date shall be the first day of the month coinciding with or following the date the Participant has satisfied all of the prerequisites for Retirement as specified in this Article V, and actually Retires.

ARTICLE VI.

RETIREMENT BENEFITS

Section 6.01. Normal Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), shall receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the Participant's lifetime. Normal Retirement benefits (not including Alternative Normal Retirement benefits or the In-Service Distribution of Normal or Alternative Normal Retirement benefits) shall be paid retroactively to the first day of the month following the month in which the Participant's Termination occurs (or, if the Participant's Termination occurs on the first of the month, the first day of the month in which the Participant's Termination occurs) or if later, the first day of the month in which the Participant's Normal Retirement Date occurs. The amount of the Monthly Retirement Benefit shall be determined based upon the applicable benefit formula specified in the Adoption Agreement and in effect at the Participant's Termination. If the Participant elects a form of benefit payment other than the standard form, the

amount of the Monthly Retirement Benefit will be adjusted in accordance with and subject to the terms of the option elected (see Section 7.01).

(b) No interest shall be paid on the retroactive payment of Normal Retirement benefits.

Section 6.02. Early Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Early Retirement Date and before the Participant's Normal Retirement Date or Alternative Normal Retirement Date, may receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant. The amount of such Monthly Retirement Benefit shall be computed in the same manner as for a Normal Retirement benefit, but reduced on an Actuarially Equivalent basis in accordance with the actuarial table contained in Section 12.01. An Adopting Employer may adopt in the Adoption Agreement an alternative early retirement actuarial reduction table for one or more classes of Eligible Employees, provided the adoption of such table satisfies the requirements of Code Section 401(a)(25).

(b) Provided the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who is otherwise eligible for an Early Retirement benefit may apply for and receive an Early Retirement benefit (i) while a Disability Retirement benefit determination is pending, or (ii) while waiting for an approved Disability Retirement benefit to commence. Upon a determination that the Participant is entitled to receive a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit (if greater), retroactive to the Disability Retirement Date, provided that the requirements of Section

6.04(b) relating to making application for retroactive payments of Disability Retirement benefits are met. If said requirements are not met but the Participant otherwise qualifies for a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit as of the first day of the month coinciding with or following the date that the Participant submits documentation sufficient to confirm the Participant's eligibility for a Disability Retirement benefit, as described in Section 6.04(c). However, no change in the form of benefit payment or designation of the Post-Retirement Beneficiary may be made, and no Post-Retirement Beneficiary may be named if one had not been previously named.

(c) Early Retirement benefits shall be paid retroactively to a date (first day of the month) designated on the Participant's retirement application, provided that such date may be no earlier than the later of: 1) four (4) full calendar months prior to the date of the Pension Committee Secretary's execution of the Participant's retirement application; or 2) the Participant's Early Retirement Date. No interest shall be paid on the retroactive payment of Early Retirement benefits.

Section 6.03. Late Retirement Benefit.

(a) A Participant may Retire from the active Service of the Adopting Employer on the first day of any month after the Participant's Normal Retirement Date, in which case the Participant shall receive a Late Retirement benefit. For purposes of this provision and except as otherwise provided in an Employer's Adoption Agreement or Addendum, a Participant will be treated as having Retired from the active service of the Adopting Employer if the Participant submits a GMEBS retirement application no later than thirty-one (31) days after the Participant's Termination of Employment and said application is approved by GMEBS. The Late Retirement benefit shall be calculated in the same manner as the Normal Retirement benefit. However, the

Employer may elect in the Adoption Agreement or Addendum thereto to provide for an increased Late Retirement benefit, in which case the Late Retirement Benefit shall be calculated in the same manner as the Normal Retirement Benefit, but increased as provided in the Adoption Agreement or Addendum, as applicable.

Section 6.04. Disability Benefit.

(a) Where the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who becomes Disabled and Terminates Employment due to Disability and is otherwise entitled to receive a Disability Retirement benefit, shall receive such benefit in accordance with and subject to the requirements of this Section.

(b) Requirements for Payment as of Disability Retirement Date - Disability Retirement benefit payments shall be payable during a Participant's Disability as of the first day of the month coinciding with or next following, and may be paid retroactively to, the Participant's Disability Retirement Date, provided the following requirements are satisfied:

(1) Application for Disability Award Must Be Filed Within 1 Year After Termination — No later than one (1) year after the Participant's Termination of Employment due to Disability, the Participant must file an application for a federal Social Security Administration (SSA) disability award or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee; and

(2) GMEBS Retirement Application Form and Disability Award Must Be Submitted Within 1 Year of Termination, or if Later, Within 6 Months After Date of Disability Award; Proof of Application for Disability Award Before Expiration of 1 Year Following Termination Due to Disability — The Participant must submit the following to the Pension Committee Secretary within one (1) year after the Participant's Termination

of Employment due to Disability or within six (6) months after the date of such award or determination, whichever is later:

- (i) the Participant's GMEBS Retirement Application Form;
- (ii) the SSA Disability Award (or, if applicable under Section 2.23, the Pension Committee determination of Disability) reflecting a disability onset date on or before the Participant's Termination date; and
- (iii) documentation the Administrator deems sufficient to establish that the Participant filed an application for a federal SSA disability award (or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee) before the expiration of one (1) year following Termination of employment due to Disability. Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(3) Special Rule in Case of Disability Award on Subsequent SSA Disability Application - In the event that a Participant's application for a SSA disability award is denied, the Participant must make any subsequent application for a SSA disability award within six (6) months following such denial becoming final, must allege in the subsequent SSA application a disability onset date that is on or before the Participant's Termination date, and where the Participant is subsequently granted a SSA disability award, the Participant must submit the following to the Pension Committee Secretary

within six (6) months after the date of such favorable award, or if later, one (1) year after the Participant's Termination of Employment:

(i) a GMEBS retirement application form;

(ii) the Participant's SSA disability award reflecting a disability onset date on or before the Participant's Termination date or reflecting a disability onset date that immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) but the Participant's actual Disability onset date was on or before the Participant's Termination date as provided under Section 2.23; and

(iii) documentation the Administrator deems sufficient to establish that within six (6) months after the SSA's denial of the Participant's initial application for a disability award, the Participant filed a subsequent application for a SSA disability award in accordance with this subsection 6.04(b)(3). Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(c) Prospective Payment Following Retirement Application — If the Participant who has Terminated Employment due to Disability is otherwise eligible to receive a Disability Retirement benefit and except as otherwise permitted under subsection 6.04(b) above with respect to payment of Disability Retirement benefits retroactive to the Participant's Disability Retirement Date, Disability Retirement benefits shall be payable as of the first day of the month

following or coinciding with the date of acceptance of the Participant's completed GMEBS retirement application form by the Pension Committee, provided such application includes: (1) a Social Security Administration (SSA) disability award reflecting a disability onset date on or before the Participant's Termination date; or (2) if applicable under Section 2.23, a Pension Committee determination of Disability reflecting a Disability onset date on or before the Participant's Termination date; or (3) where the Participant has received a SSA disability award in response to a subsequent SSA disability application as provided under Section 2.23, documentation which the Administrator deems sufficient to establish that the disability onset date reflected in the SSA disability award immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) and that the Participant's actual Disability onset date was on or before the Participant's Termination date. In no event shall Disability Retirement benefits be payable before the Participant's Disability Retirement Date.

(d) Amount of Disability Retirement Benefit - The amount of the monthly Disability Retirement benefit shall be determined as provided in the Adoption Agreement. The Adopting Employer may elect in the Adoption Agreement to specify another method for calculation of the benefit, and require an offset against the monthly Disability Retirement benefit for other types of payments received by the Participant. The Participant shall receive the monthly Disability Retirement benefit provided in this Section, or any other Monthly Retirement Benefit granted under the Plan for which the Participant is eligible if such benefit is greater than the aforesaid monthly Disability Retirement benefit. However, under no circumstances shall any Retired Participant be entitled at one time to more than one type of Retirement benefit granted under the Plan.

(e) No interest shall be paid on the retroactive payment of Disability benefits.

(f) Where an Employer has executed or executes a General Addendum to the Employer's Adoption Agreement which contains provisions on payment of Disability Retirement benefits that conflict with the procedures or time limitations established in this Section 6.04, said provisions of the General Addendum shall govern to the extent they conflict with this Section 6.04.

Section 6.05. Cost of Living Adjustment.

(a) An Employer may elect in the Adoption Agreement to provide for a variable annual cost-of-living adjustment in the amount of Monthly Retirement Benefits payable under the Plan to Participants or their Beneficiaries. In such event, the amount of benefits payable under the Plan shall be adjusted as provided in this Section, except as otherwise provided in the Employer's Adoption Agreement.

(b) The Current Average Cost-of-Living Index Figure as defined in Section 2.21 shall be ascertained as of the Adopting Employer's Adjustment Date in each year.

(c) Each Monthly Retirement Benefit then being received by Participants who terminate after the date specified in the Adoption Agreement and their Beneficiaries shall thereupon be adjusted as follows:

(1) Each Monthly Retirement Benefit shall be increased by the percentage that the Current Average Cost-of-Living Index Figure increased over each recipient's Cost-of-Living Base Figure, as defined in Section 2.17. If the Current Average Cost-of-Living Index Figure is less than the Cost-of-Living Base Figure, no reduction in the Monthly Retirement Benefit, shall be effected. Increased benefits are payable on the Adjustment Date.

(2) Notwithstanding the foregoing provisions, no increase in the amount of a Monthly Retirement Benefit due to changes in the Current Average Cost-of-Living Index Figure effective at any annual Adjustment Date shall be in excess of a certain percentage of the amount of the Monthly Retirement Benefit payable immediately prior to each Participant's or Beneficiary's applicable adjustment date. Said percentage limit shall be designated by the Employer in the Adoption Agreement.

(d) An Adopting Employer may implement one-time or ad-hoc cost-of-living adjustments by adopting an Addendum to the Adoption Agreement to effect said increase.

(e) In lieu of the variable cost-of-living adjustment referred to in subsections (a)-(c) above, the Employer may elect in the Adoption Agreement to provide for a fixed annual cost-of-living adjustment, subject to any limitations imposed by the Internal Revenue Code or regulations issued thereunder.

Section 6.06. In-Service Distribution; Suspension of Benefits Following Return to Service.

(a) **General Rules.**

(1) Unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, a Participant shall be required to Terminate Employment with an Adopting Employer prior to commencing Early, Normal or Alternative Normal Retirement benefits under such Employer's GMEBS Plan. Likewise, unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, if a Retired Participant returns to service as an Eligible Employee with an Adopting Employer from whose Trust Fund the Retired Participant is receiving a Monthly

Retirement Benefit, said Monthly Retirement Benefit shall be suspended as of the date of said return to service.

(2) Re-Computation of Benefit in Case of Suspension. In any case where the payment of a Participant's Retirement benefit shall have been suspended, the Retirement benefit payable on the Participant's re-retirement (whether before or after the Participant's Normal Retirement Date) shall be the benefit computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of the Participant's subsequent re-retirement, but reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the Participant's previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's Re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's return to service with the Adopting Employer. A Retired Participant who is reemployed as an Eligible Employee shall not be authorized to change the form of benefit payment on the Participant's subsequent re-retirement, or to change the Post-Retirement Beneficiary, or to name a Post-Retirement Beneficiary if one had not been previously named. For the purposes of this Section, any such Participant's Credited Service subsequent to reemployment by the Employer as an Eligible Employee shall commence as of the date of the Participant's reemployment as an Eligible Employee.

(3) Minimum Age Parameters for In-Service Distribution. In order to commence or continue receiving Normal or Alternative Normal Retirement benefits without a Bona Fide Separation from Service, if permitted under the Employer's Plan, a Participant shall be required to satisfy the following minimum age and other requirements:

(A) For a Participant who is not a "public safety employee" at the time the Participant applies for Normal or Alternative Normal Retirement benefits (and a Participant who is a public safety employee at the time the Participant applies for Normal or Alternative Normal Retirement benefits unless subparagraph 6.06(a)(3)(B) below applies), the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution.

(B) For a Participant who is a "public safety employee" in the service of the Employer at the time the Participant applies for Normal or Alternative Normal Retirement benefits, the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution; provided, however, that if the Adopting Employer's Plan provides for a Normal Retirement Age or Alternative Normal Retirement Age which applies only to public safety employees and which is at least age fifty (50) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement), the Participant may receive an In-Service Distribution as long as the Participant is at least such age. For purposes of this subparagraph (B),

"public safety employees" are employees of the Adopting Employer who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of the Adopting Employer.

(C) Notwithstanding any provision to the contrary, effective for Employees hired during Plan Years beginning on or after the later of: January 1, 2017; or the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the Plan will comply with the final Normal Retirement age regulations applicable to governmental plans established in Treas. Reg. 1.401(a) – 1, as amended.

(b) Exception to General Rule; In-Service Distribution for Eligible Employees; Continuation of Retirement Benefits Following Return to Service as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Absent Termination or Bona Fide Separation from Service Upon Qualifying for Normal Retirement. Notwithstanding the general rules described in subsection 6.06(a)(1), an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit In-Service Distribution to Participants (or certain classes of Participants) who have satisfied the eligibility requirements for Normal Retirement or Alternative Normal Retirement, as applicable, under the Adopting Employer's Plan while remaining Eligible Employees under the Plan, in accordance with and subject to the requirements of this paragraph. An Employer may elect in the Adoption Agreement or any Addendum thereto to permit Participants or certain classes of Participants who have (i) satisfied the qualifications for Normal Retirement or

Alternative Normal Retirement, as applicable, (ii) satisfied the minimum age parameters set forth in subparagraph 6.06(a)(3), and (iii) applied for such Retirement benefits on the Applicable Form to apply for and begin receiving their Retirement benefit as an In-Service Distribution while in service as an Eligible Employee even though they have not yet Terminated Employment with the Employer or to continue receiving Normal or Alternative Normal Retirement benefits following a return to Service as an Eligible Employee without first incurring a Bona Fide Separation from Service.

(2) Exception to General Rule; Continuing to Draw Early, Normal or Alternative Normal Retirement Benefits After Returning to Service as Eligible Employee Following a Bona Fide Separation from Service. Notwithstanding the requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any addendum thereto to permit Retired Participants or certain classes of Retired Participants who return to service as Eligible Employees following a Bona Fide Separation from Service to continue receiving Early, Normal or Alternative Normal Retirement benefits following such return to service, regardless of the Participant's age, in accordance with and subject to the following requirements:

(A) Reemployment as Eligible Employee after Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants to continue receiving Retirement benefits if they return to service with the Adopting Employer as an Eligible Employee on or after their Normal Retirement Date or

Alternative Normal Retirement Date, as applicable, and after a Bona Fide Separation from Service. If the Employer has made such an election in the Adoption Agreement or Addendum, then Retired Participants who are designated in the Adoption Agreement or Addendum as eligible to continue receiving Retirement benefits following their return to service as an Eligible Employee may continue to receive their Monthly Retirement Benefit if they return to service with the Adopting Employer as an Eligible Employee after a Bona Fide Separation from Service and on or after their Normal Retirement Date or Alternative Normal Retirement Date, as applicable.

(B) Reemployment as Eligible Employee Before Normal Retirement Date.

(i) Suspension of Early Retirement Benefits until Normal Retirement Date; Resumption of Benefits upon Attainment of Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to provide that, with respect to Retired Participants or certain classes of Retired Participants, if such a Retired Participant returns to Service as an Eligible Employee before the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), and after a Bona Fide Separation from Service, and remains employed until the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), the Participant may apply for and receive a Monthly Retirement Benefit on or after the Normal Retirement

Date (or Alternative Normal Retirement Date, as applicable), notwithstanding continued service with the Employer, provided that the Participant satisfies the minimum age parameters for an In-Service Distribution pursuant to Section 6.06(a)(3). Said Monthly Retirement Benefit shall be computed in accordance with this Article, based upon the Participant's Total Credited Service and Final Average Earnings, if applicable, through the date the Participant recommences receipt of a Monthly Retirement Benefit pursuant to this subsection. However, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, said Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefit payments received, determined as of the date the Participant recommences receipt of a Monthly Retirement Benefit, and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting Monthly Retirement Benefit be less than the Participant's benefit payable immediately prior to said suspension.

(ii) Exception to General Rule; Continuation of Early Retirement Benefits Upon Return to Service as Eligible Employee Following Bona Fide Separation from Service. Notwithstanding the

requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants who are receiving an Early Retirement benefit to continue receiving said benefit if they return to Service with the Employer after a Bona Fide Separation from Service as an Eligible Employee at any time on or after their Early Retirement Date but before their Normal Retirement Date (or Alternative Normal Retirement Date, as applicable). If the Employer has made such an election, and if a Retired Participant belongs to a class for which such continuation of benefit payments is permitted, then upon the Retired Participant's return to service with the Employer as an Eligible Employee after the Early Retirement Date and after a Bona Fide Separation from Service (or at least a six-month separation from Service, as applicable), the Retired Participant may continue to receive a Monthly Retirement Benefit during the period of reemployment.

(3) A Participant who receives an In-Service Distribution of Retirement benefits while serving as an Eligible Employee or who receives Retirement Benefits following a return to service as an Eligible Employee shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent termination of employment, or to name a Post-Retirement Beneficiary if one had not been previously named.

(4) With respect to Participants described in Section 6.06(b)(1) and (2) above, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon said Participants' subsequent termination of employment or vacation of office, as applicable, their Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of their aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such termination of employment or vacation of office, but it shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(c) Exception to General Rule; In-Service Distribution for Individuals Who Are Not Eligible Employees; Continuation of Retirement Benefits Following Return to Service in a Capacity Other Than as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Prior to Termination. Notwithstanding the general rule in Section 6.06(a)(1) and except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, regardless of whether an Employer elects to permit active Participants to receive In-Service Distributions while serving as Eligible Employees under the Plan pursuant to paragraph 6.06(b)(1) above, an individual who is in service with the Adopting Employer, who previously accrued a benefit as an Eligible Employee under the Plan but who is not currently an Eligible Employee under the Plan,

may commence receipt of Retirement benefits while still in service with the Adopting Employer provided that such individual (i) has satisfied the Adopting Employer's qualifications for Early Retirement, Normal Retirement or Alternative Normal Retirement; (ii) has satisfied the minimum age and other applicable requirements established in subparagraph 6.06(a)(3) above; and (iii) applies for such Retirement benefit on the Applicable Form.

(2) Continued Receipt of Retirement Benefits Upon Return to Service in a Capacity Other Than as an Eligible Employee. Except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, an Adopting Employer may engage any Retired Participant receiving benefits hereunder in a capacity other than as an Eligible Employee and such engagement shall not terminate or suspend such benefits. Effective with respect to Retired Participants who return to service in a capacity other than as an Eligible Employee, in order to continue receiving benefits after returning to service, the Retired Participant (i) must have had a Bona Fide Separation from Service prior to returning to service in a capacity other than as an Eligible Employee under the Plan; or (ii) must satisfy the minimum age parameters established in subparagraph 6.06(a)(3) above.

(3) An individual who receives Retirement benefits while in the service of the Adopting Employer pursuant to paragraphs 6.06(c)(1) and (2) above shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent Termination of Employment, or to name a Post-Retirement Beneficiary if one had not been previously named. An individual who commences or continues receiving benefits while in the service of the Adopting

Employer in a capacity other than as an Eligible Employee pursuant to paragraph 6.06(c)(1) or 6.06(c)(2) shall not accrue benefits or service credit for any purpose under the Plan during the individual's period of continued service with the Adopting Employer during which the individual is not an Eligible Employee.

(4) In the event that an individual described in paragraph 6.06(c)(1) or (2) subsequently becomes an Eligible Employee under the Plan, the provisions applicable to In-Service Distribution to Eligible Employees or to Retired Participants who return to Service with the Adopting Employer as an Eligible Employee, as applicable, under subsection 6.06(b) above and the Adopting Employer's Adoption Agreement or Addendum shall apply with respect to such individual. Except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon such a Participant's subsequent Termination of Employment or vacation of office, as applicable, the Participant's Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such Termination of Employment or vacation of office. However, this Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(d) Death in Service After Retirement. If a Retired Participant who returns to service with an Adopting Employer as an Eligible Employee or an active Participant commences Retirement benefits while remaining in service as an Eligible Employee and dies during the period of continuous employment or during the period of reemployment, as applicable, and before re-retirement, then the Participant's Post-Retirement Beneficiary, if any, shall be entitled to receive the monthly post-retirement survivor benefit payable, if any, taking into account any additional Credited Service accrued prior to the date of the Participant's death in-service. Such post-retirement survivor benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said Participant's death. In no event shall the resulting post-retirement survivor benefit (after any actuarial reduction provided for in the preceding sentence) be less than the benefit that would have been payable to such Post-Retirement Beneficiary had the Participant not been employed as an Eligible Employee on or after the Participant's Retirement Date. This provision shall not be interpreted to permit payment to a Pre-Retirement Beneficiary in the event of a Retired Participant's death during reemployment.

(e) Suspension of Disability Benefits.

(1) Any Disability Retirement Benefit payable under the Plan to any Participant shall be suspended as of the first day of the month coinciding with or following the date the Participant's Disability ceases. A Participant's Disability shall be considered to have ceased upon the earliest of the following dates: (1) with respect to Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the date as of which the Social Security Administration determines that the Participant is no longer disabled; or (2) with

respect to Participants whose entitlement to a Disability benefit is based upon a determination by the Pension Committee, the date as of which the Pension Committee determines that the Participant is no longer disabled as defined under Code Section 72(m), based upon an examination by a physician chosen by the Pension Committee. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Participant shall be required to notify the Pension Committee Secretary within sixty (60) days after the Participant receives notice that the Social Security Administration has determined that the Participant is no longer disabled. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Pension Committee shall have the right to require the Participant to prove at any time, as a condition for continued receipt of Disability benefits under the Plan, continued eligibility for receipt of disability insurance benefits under the Federal Social Security Act, as amended. With respect to Participants whose entitlement to a Disability benefit is based upon a determination of Disability by the Pension Committee, the Pension Committee shall have the right to require, as a condition for continued receipt of Disability benefits, that the Participant be examined at any time by a physician chosen by the Pension Committee. In the event that any Participant fails or refuses to submit to a physical examination or to obtain and provide other information requested by the Pension Committee to confirm continuation of a Disability, then the Participant's Disability benefits shall be suspended as of the first day of the month following expiration of the ninety (90) day period following the Pension Committee's request for such examination or information, unless the Pension Committee

determines in its discretion that the failure to comply within ninety (90) days was due to circumstances beyond the Participant's control, in which case the ninety (90) day time limit may be extended by the Pension Committee and suspension may be deferred as determined by the Pension Committee.

(2) Notwithstanding any provision of this subsection 6.06(e) to the contrary, and except as otherwise provided in an Employer's Adoption Agreement or Addendum thereto, in the event that a Participant, who shall have retired or been retired for Disability, returns to service as an Eligible Regular Employee or becomes an Eligible Regular Employee of said Employer, the Participant's Disability Retirement benefit shall be suspended as of the date of such return to or commencement of service as an Eligible Regular Employee.

(3) Nothing in paragraph 6.06(e)(2) shall be construed to require the suspension of a Participant's Disability Retirement benefit upon the Participant's return to service as an elected or appointed member of the Governing Authority after the commencement of such benefit unless and until the Participant is determined to no longer have a Disability, or unless suspension of a Participant's Disability Retirement benefits is otherwise required under subparagraph 6.06(e)(1).

(f) Suspension of Disability Benefit; Right to Other Benefits.

(1) In any case where the payment of a Participant's Disability Retirement benefit is suspended, regardless of whether the Participant returns to service with the Employer, the period of absence from employment due to such Disability shall not be counted as Credited Service. Any Participant who shall have Retired or been Retired for Disability and who has been or shall be subsequently declared ineligible for a Disability

Retirement benefit because of the cessation of said Disability, or as otherwise provided pursuant to subsection 6.06(e) above, shall have a right to any benefit afforded under any other provision of this Plan to which the Participant or the Participant's beneficiary might otherwise be entitled. In such case, any Disability Retirement payments made prior to the required suspension date shall be retained by the Retiree and disregarded in computing any other benefit payable under the Plan.

(2) Notwithstanding the foregoing, nothing herein shall be construed to allow a Retired Participant who shall have Retired or been Retired due to Disability, who returns to service with the Employer, and who subsequently re-retires to elect a different benefit payment form or name a new post-retirement beneficiary upon re-retirement.

(3) Unless otherwise provided in an Employer's Adoption Agreement or in an Addendum thereto, in the event that a Retired Participant who is receiving a Disability Retirement benefit returns to service as an elected or appointed member of the Governing Authority, and the Participant's Disability Retirement benefit is not suspended, any Disability Retirement payments made prior to the Participant's return to service or during such period(s) of service as an elected or appointed member of the Governing Authority following such return shall be retained by the Participant and disregarded in computing any other benefit payable under the Plan upon the Participant's subsequent vacation of office.

ARTICLE VII.

OPTIONAL FORMS OF RETIREMENT INCOME

Section 7.01. Standard Benefit Payment Form; Other Payment Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, a Participant may elect, or may revoke a previous election and make a new election, at any time prior to the

Participant's effective Retirement Date, to have Retirement benefits payable under the standard benefit payment option or under one of the other benefit payment options set forth in Section 7.03. The standard benefit payment option is a monthly retirement benefit payable to the Participant during the Participant's lifetime only. At the death of the Participant all payments will cease and no further benefits will be payable to the estate of the Participant or other persons, except as otherwise provided in Subsection 8.12(b). The standard benefit payment form is referred to in the Basic Plan Document as Option A. The benefit shall be paid in accordance with and subject to the terms of the benefit payment option elected. Election of any option shall be made by the Participant in writing on the Applicable Form, and shall be subject to approval by GMEBS.

Section 7.02. Designation of Post-Retirement Beneficiary. With respect to retirement applications received by GMEBS on or after July 1, 2011, if the Participant elects Option B (Joint and Survivor Option with Pop-Up) or Option C (Period Certain and Life Option.) in Section 7.03, the Participant shall designate a Post-Retirement Beneficiary to receive a survivor benefit in accordance with and subject to the terms of such Option. Designation of a Post-Retirement Beneficiary may be revoked or changed by the Participant by submitting a new completed Retirement Application at any time prior to the Participant's effective Retirement date. Only the last such designation of a Post-Retirement Beneficiary shall have effect, and any new designation of a Post-Retirement Beneficiary shall invalidate, supersede, and revoke any prior designation.

Section 7.03. Description of Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, the amount of any optional benefit set forth below shall be the Actuarial Equivalent of the amount of the standard benefit that would otherwise be

payable to the Participant under Section 7.01 (monthly retirement benefit payable to the Participant during the Participant's lifetime only, referred to as "OPTION A").

(a) OPTION B: Joint and Survivor Option with Pop-Up. A retirement benefit computed and paid in the same manner as Option A above, but with a decrease in the retirement benefit to account for the survivor benefit and the pop-up benefit provided under this Option B. If the Participant elects Option B, then the Participant will receive a decreased retirement benefit which shall be payable during the lifetime of the Participant. If the Participant's designated Post-Retirement Beneficiary should survive the Participant (except as provided in subsections (1) and (2) below with respect to the Post-Retirement Beneficiary's death before the Participant or the divorce of the Participant and Post-Retirement Beneficiary) the benefit shall continue to be paid to the Post-Retirement Beneficiary after the Participant's death during the lifetime of the Post-Retirement Beneficiary in the same amount (100%) or in such smaller amount (75%, 50%, or 25%), as the Participant has designated on the retirement application. This option shall be known as Option B. The Participant's retirement benefit under Option B shall be calculated in accordance with Section 12.02(a) or Section 12.02(b), whichever is applicable.

(1) Death of Post-Retirement Beneficiary Before Participant — In the event that the Participant's Post-Retirement Beneficiary dies before the Participant and after Retirement benefit payments have commenced, and provided the Participant furnishes GMEBS with proper proof of the Beneficiary's death within one (1) year after such death, the requirement for a reduction in the Participant's monthly retirement benefit on account of the Participant's election of Option B shall no longer apply (resulting in an increase, or "pop-up", in the Participant's monthly retirement benefit), effective as of the first day of the month following the Post-Retirement Beneficiary's death. Effective with respect to

monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit shall be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI, had the Participant elected Option A. However, if the Participant fails to furnish the Plan with proper proof of the Post-Retirement Beneficiary's death within the one (1) year period referred to above, then said change in monthly retirement benefit shall not become effective until the first day of the month following the date such proof is submitted to GMEBS. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons.

(2) Divorce of Participant and Post-Retirement Beneficiary—If the Participant designates the Participant's Spouse as Post-Retirement Beneficiary and provides GMEBS with proof that GMEBS in its sole discretion deems sufficient to establish that the Post-Retirement Beneficiary is the Participant's Spouse as of the Participant's effective retirement date, and if the Participant and the Post-Retirement Beneficiary become divorced after retirement benefit payments have commenced, then the Participant is permitted but not required to request a "pop-up" in the Participant's monthly retirement benefit, in accordance with and subject to the requirements of this subsection (2). A Participant who requests a pop-up pursuant to this subsection (2) will be bound by the provisions of this subsection and any other terms and conditions for receipt of said pop-up as set forth in an Applicable Form provided by GMEBS for such purpose. Such Participant shall furnish proof to GMEBS which GMEBS in its sole discretion deems sufficient to confirm the Participant's divorce from the Post-Retirement Beneficiary and

the Participant's eligibility for the pop-up benefit provided herein, which may include but may not be limited to a court-certified copy of a valid divorce decree. In the event that the conditions of this subsection (2) are satisfied, the requirement for a reduction in the Participant's monthly retirement benefit on account of the election of Option B will no longer apply; provided, however, that GMEBS may deny the Participant's application for the pop-up in the event that GMEBS, in its sole discretion, determines that such denial is prudent or necessary based on the terms of the applicable divorce decree. Any change in the monthly retirement benefit resulting from the pop-up, if approved by GMEBS, will be effective as of the first day of the month following GMEBS' receipt of said Applicable Form completed by the Participant, and after GMEBS' receipt of said proof evidencing divorce. Effective with respect to monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit will be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI had the Participant elected Option A. On and after said date, the Participant's Post-Retirement Beneficiary will not be eligible to receive any survivor benefits following the Participant's death, notwithstanding any prior designation made by the Participant or the later remarriage of the Participant and the Post-Retirement Beneficiary. All payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons. This provision shall not be construed to permit a Participant to change the form of benefit payment, to change the Post-Retirement Beneficiary after the Participant's effective Retirement date, or to name a new Post-Retirement Beneficiary following the Participant's divorce from the Post-Retirement Beneficiary. Nor shall this provision be construed to require or permit payment of all or

a portion of a Participant's retirement benefit to a former spouse pursuant to a domestic relations order.

(b) OPTION C: Period Certain and Life Option. A decreased benefit payable monthly to the Participant during the Participant's lifetime and, in the event of the Participant's death within a period of specified years, either five (5), ten (10), fifteen (15), or twenty (20) years after benefit commencement, the same monthly amount shall be payable for the balance of such period to the Post-Retirement Beneficiary designated by the Participant. If the Post-Retirement Beneficiary survives the Participant but dies before the end of such period, any unpaid monthly amounts that would have otherwise been payable to the Post-Retirement Beneficiary for the remainder of said period following the Post-Retirement Beneficiary's death shall be paid to the Post-Retirement Beneficiary's estate. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons except as provided in Article VIII. This option shall be known as Option C. The Retirement benefit under Option C shall be calculated in accordance with Section 12.03.

Section 7.04. Cancellation of Election. The election by a Participant of any option in this Article VII shall be null and void if either the Participant or the Participant's designated Post-Retirement Beneficiary dies before the Participant's effective Retirement date.

Section 7.05. Rule for Small Benefits.

(a) Effective January 1, 2002, the present value of a Plan benefit shall be distributed in a cash single sum payment to the Participant, Terminated Vested Participant, or Pre-Retirement Beneficiary, as applicable, if the present value of said Plan benefit payable to the

recipient does not exceed Five Thousand Dollars (\$5,000) on the date of distribution. The present value of said Plan benefit shall be determined in accordance with Article XII.

(b) Effective for distributions commencing on or after March 28, 2005, if a distribution to be made under subsection (a) is greater than One Thousand Dollars (\$1,000), is an eligible rollover distribution, and the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

(c) Notwithstanding the provisions of subsections (a) and (b), effective on and after July 1, 2007, no distribution will be made under this Section unless and until the recipient of the distribution makes an election to either have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or to receive the distribution directly in cash.

Section 7.06. Distributions.

(a) Distributions payable as of any date shall be made on or as soon as administratively feasible after that date.

(b) In a contributory plan, interest shall be paid on any refund of employee contributions only as specified in the Adoption Agreement.

Section 7.07. Compliance with Internal Revenue Section 401(a)(9). All distributions shall be made in compliance with Article X.

Section 7.08. Compliance with Internal Revenue Section 415. All benefit options must comply with the limitations of Code Section 415, pursuant to Article XI and as applicable to governmental plans.

ARTICLE VIII.

DEATH BENEFITS

Section 8.01. **Death in Service Prior to Retirement.** In the event a Participant's employment or term of office is Terminated by reason of death prior to Retirement, there shall be paid to the Pre-Retirement Beneficiary the in-service death benefit elected by the Employer in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided under this Article.

Section 8.02. **Actuarial Reserve In-Service Death Benefit.** An Employer may elect in the Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum service and other eligibility requirements a Participant must satisfy in order to be entitled to receive such benefit. Provided a Participant satisfies such requirements, then in the event the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.07(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit. In calculating the Normal Retirement benefit under the provisions of this Section, the following assumptions shall be used:

(a) The Participant's age at the time of death is equal to the Normal Retirement Age as specified by the Employer in the Adoption Agreement, or the Participant's attained age if said attained age is greater than the Normal Retirement Age; and

(b) The Participant's Total Credited Service shall include the amount of Total Credited Service accrued prior to the date of the Participant's death. The Employer may elect in the Adoption Agreement to include additional imputed Credited Service in the calculation, but in

no event shall the amount of Total Credited Service used in the calculation exceed the sum of actual service performed plus ten (10) calendar years. The death benefit under this Section shall be calculated using the factors contained in Section 12.04.

(c) With respect to those Adopting Employers who have elected in their Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit, an Eligible Regular Employee must have at least one (1) year of Credited Service with the Adopting Employer to be eligible for the Actuarial Reserve In-Service Death Benefit; provided, however, that this one (1) year minimum shall not apply with respect to an Eligible Regular Employee whose immediate prior employment was with another GMEBS Adopting Employer and who had at least one (1) year of Credited Service with such prior GMEBS Adopting Employer. The one (1) year minimum and the exceptions thereto described in this subsection 8.02(c) shall not supersede eligibility conditions specified in an Adopting Employer's Adoption Agreement or Addendum thereto which specify a requirement of more or less than one (1) year of Credited Service with the Adopting Employer and/or other minimum age or service requirements that are inconsistent with this Section 8.02 to be eligible for the Actuarial Reserve In-Service Death Benefit. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum thereto, elected or appointed members of the Governing Authority shall not be subject to a minimum Service requirement to be eligible for the Actuarial Reserve In-Service Death Benefit.

Section 8.03. Auto A In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Auto A in-service death benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Participant must satisfy in order to be entitled to such benefit. Provided a Participant satisfies such requirements, then in the event that

the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.06(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit, as follows:

(a) Monthly Death Benefit Payable to Spouse. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is the Participant's Spouse, then the lifetime monthly death benefit payable to said Spouse shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death. Alternatively, the Spouse may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as defined in the Employer's Adoption Agreement. A Spouse shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is not the Spouse of the Participant, then the lifetime monthly death benefit payable to said Beneficiary shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death.

(b) Computation of Monthly Death Benefits. Benefits under this Section shall be computed as of the date of the Participant's death, based upon the applicable benefit formula in effect on said date, as follows:

(1) Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if benefit payments commence to a Pre-

Retirement Beneficiary before the Participant would have attained Early Retirement Age, then the monthly death benefit payable to said beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Participant, assuming the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until Normal Retirement Age as defined in the Adoption Agreement; and (iii) elected to retire upon attaining Normal Retirement Age with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(2) Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement and a Spouse who is eligible to receive the in-service death benefit hereunder defers payment until a date which is on or after the date the Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse Beneficiary's selected benefit commencement date; and, (iii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(3) Participant Death After Early Retirement Age; Payment Upon Death. If the Participant dies after attaining Early Retirement Age as defined in the Employer's

Adoption Agreement, and if benefit payments commence to a Pre-Retirement Beneficiary on the first day of the month coinciding with or immediately following the date of the Participant's death, then the monthly death benefit payable to said Pre-Retirement Beneficiary shall be the monthly benefit that would have otherwise been payable to the Participant, assuming the Participant: (i) retired on the date of death, and (ii) elected the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(4) Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Participant dies after attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if a Spouse who is eligible to receive the Auto A in-service death benefit hereunder defers payment in accordance with this Section, then the monthly benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse beneficiary's selected commencement date, and (ii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

Section 8.04. Designation of Beneficiary. Unless otherwise provided in the Adoption Agreement or an Addendum thereto, a Participant may designate, on an Applicable Form provided for that purpose, one person as Primary Pre-Retirement Beneficiary. If the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement and if as of the date of the Participant's death the Participant has

satisfied the minimum service and other eligibility requirements to be entitled to an in-service pre-retirement death benefit, said Primary Pre-Retirement Beneficiary shall receive the monthly pre-retirement death benefit elected by the Employer in the Adoption Agreement, provided the Primary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days in accordance with O.C.G.A. § 47-1-15 (a copy of which is included in the Appendix hereto). The Participant may additionally designate, on an Applicable Form provided for that purpose, one person as Secondary Pre-Retirement Beneficiary. The monthly death benefit otherwise payable to the Primary Pre-Retirement Beneficiary hereunder shall be payable to the Participant's designated Secondary Pre-Retirement Beneficiary in the event that: (1) the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement; (2) the Primary Pre-Retirement Beneficiary does not survive the Participant by at least thirty-two (32) days; and (3) the Secondary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days.

Section 8.05. Change of Beneficiary. Designation of a Primary or Secondary Pre-Retirement Beneficiary may be changed by the Participant in writing on an Applicable Form provided for that purpose at any time prior to Retirement. Only the last such designation prior to Retirement shall have effect and any new designation of a Primary or Secondary Pre-Retirement Beneficiary invalidates, supersedes, and revokes any prior designation.

Section 8.06. Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or

Secondary Pre-Retirement Beneficiary to whom the Auto A in-service pre-retirement death benefit is payable under this Article, then the Auto A in-service pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection. In such case, the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the Auto A in-service death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had Terminated Employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of said benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.07. Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, with respect to the Actuarial Reserve in-service death benefit only, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the death benefit is payable, then the Actuarial Reserve in-service pre-retirement death benefit shall be paid to the Participant's

surviving Spouse in accordance with this Section, in which case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the death benefit is payable, then the Actuarial Equivalent of the Participant's vested Accrued Retirement Benefit shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such Actuarial Equivalent shall be determined as if the Participant had terminated employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of benefits under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.08. Terminated Vested Death Benefits. If the Employer elects in the Adoption Agreement to provide a death benefit for Terminated Vested Participants or for certain classes of Terminated Vested Participants, then in the event such a Terminated Vested Participant dies before the effective Retirement Date, there shall be paid to the Pre-Retirement Beneficiary the terminated vested death benefit specified in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided in this Article. Notwithstanding any provision to the contrary, effective October 1, 2016, an Adopting Employer that had not previously elected in its Adoption Agreement or Addendum thereto to provide a Terminated Vested death benefit to one or more classes of Participants shall be deemed to have elected by default to provide the Terminated Vested Auto A Death Benefit to such class or classes of Participants who terminate employment on or after such date.

Section 8.09. Terminated Vested Auto A Death Benefit. The Employer may elect in the Adoption Agreement to provide the Auto A Death Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to said Participant's effective Retirement date, the Participant's Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this Section. If the Terminated Vested Participant's Pre-Retirement Beneficiary is the Terminated Vested Participant's Spouse, then the lifetime monthly death benefit payable to the Spouse Beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Alternatively, the Spouse Beneficiary may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as determined under the Employer's Adoption Agreement. A Spouse designated as beneficiary shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary is not the Spouse of the Terminated Vested Participant, then the lifetime monthly death benefit payable to the beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Benefits under this Section shall be computed as follows:

(a) Terminated Vested Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary before the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant survived until Normal Retirement Age; and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(b) Terminated Vested Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement and a Spouse designated as beneficiary defers payment until a date which is on or after the date the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected benefit commencement date; and, (ii) the Terminated Vested Participant elected on such date to retire with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(c) Terminated Vested Participant Death After Early Retirement Age; Payment Upon Death. If the Terminated Vested Participant dies after attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death, then the monthly death benefit payable to the beneficiary shall be the monthly benefit that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant retired on the date of death, and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(d) Terminated Vested Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Terminated Vested Participant dies after attaining Early Retirement Age, and if a Spouse designated as beneficiary defers payment in accordance with this Section, then the monthly benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected commencement date, and (ii) the Terminated Vested Participant elected to retire on such date with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(e) Auto A Terminated Vested Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary. Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-

Retirement Beneficiary to whom the terminated vested Auto A death benefit is payable under this Article, then said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this Section, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section 8.09(e), the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the terminated vested Auto A death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefit under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(f) Calculation of Benefits. Benefits under this Section shall be calculated taking into account only the Participant's Total Credited Service and Final Average Earnings (where applicable) as of the date of the Participant's Termination of Employment with Adopting Employer, and the applicable benefit formula in effect on the date of said Termination.

Section 8.10. Accrued Retirement Benefit.

An Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate the minimum service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated

Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Vested Participant's Accrued Benefit, determined as of the date of the Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom said pre-retirement death benefit is payable, said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom the benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefits under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.11. Designation of Terminated Vested Pre-Retirement Beneficiary. The Primary and Secondary Pre-Retirement Beneficiary designated by the Participant to receive in-service death benefits under Section 8.04 shall automatically be considered the Participant's Primary and Secondary Pre-Retirement Beneficiary for purposes of payment of terminated vested pre-retirement death benefits, if any, under the Employer's Plan. If the Participant changes said beneficiary designation in accordance with Section 8.05, the Participant's designation under this Section shall be considered changed as well to reflect the new designation. In the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom a terminated vested pre-retirement death benefit is payable upon the Participant's death, then the terminated vested pre-retirement death benefit otherwise payable, if any, shall be paid to the Participant's surviving Spouse in accordance with and subject to the applicable provisions of this Article, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom a death benefit is payable, the death benefit shall be payable to the Participant's estate in accordance with and subject to the applicable provisions of this Article.

Section 8.12. Participant Death After Retirement Benefit Commencement. With respect to retirement applications received by GMEBS on or after July 1, 2011, upon the death of a Retired Participant subsequent to Retirement, there shall be payable to the Participant's designated Post-Retirement Beneficiary, a benefit to be determined as follows:

(a) If the Participant has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, or if the Participant has

elected a form of payment that does permit such designation (Option B or C) and the Participant's designated Post-Retirement Beneficiary does not survive the Participant, no further payment of any kind whatsoever shall be made at the death of the Participant, except as provided in subsection (b) below.

(b) Except as otherwise provided in an Addendum to the Adopting Employer's Adoption Agreement, in the event that a Retired Participant who has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, dies after Retirement benefit payments have commenced but before the Retired Participant has received at least thirty-six (36) monthly Retirement benefit payments, a one-time lump sum death benefit shall become payable which shall be equal to the amount of the Participant's initial Retirement benefit (determined as of the date such monthly Retirement benefit commenced) multiplied by thirty-six (36); provided, however, that the total amount of such lump-sum death benefit shall be reduced by the aggregate amount of Retirement benefits paid to such Retired Participant. The one-time lump sum death benefit shall be payable to the Retired Participant's surviving Spouse. In such case, the Participant's surviving Spouse shall be considered the designated beneficiary under the Plan for purposes of this subsection (b). In the event that: (1) such Retired Participant does not have a Spouse at the time of the Retired Participant's death; or (2) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not survive the Retired Participant by at least thirty-two (32) days; or (3) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not within six (6) months following the Retired Participant's death provide the Administrator with documentation which the Administrator deems sufficient to verify that she said individual was the Retired Participant's Spouse at the time

of the Retired Participant's death, the lump-sum death benefit described in this subsection 8.12(b) shall be paid to the estate of the Retired Participant. The lump sum death benefit described in this subsection 8.12(b) shall not be considered part of the standard benefit payment form (Option A) for purposes of determining actuarial equivalence. The lump sum death benefit paid pursuant to this subsection 8.12(b) shall be included in determining the sum of all benefits paid to the Participant for purposes of determining the amount of any refund of Employee Contributions payable under Section 13.06. For purposes of this subsection, the term "surviving" shall mean surviving the Retired Participant by at least thirty-two (32) days.

(c) If the Participant has elected a form of payment that permits designation of a Post-Retirement Beneficiary (Option B or C) as provided in Article VII, and the Participant's designated Post-Retirement Beneficiary survives him, benefits shall be payable to the Post-Retirement Beneficiary as provided by the option elected, commencing the month following the Participant's last benefit payment month.

ARTICLE IX.

TERMINATION BEFORE RETIREMENT; VESTING

Section 9.01. Vesting Requirement for Deferred Retirement Benefit. An Employer may establish different vesting requirements for different classes of Eligible Employees in the Adoption Agreement. A Participant whose employment is terminated for any reason other than death or Retirement shall be entitled to a Vested right in the Accrued Benefit only if the Participant meets the Qualifications for a deferred Vested Retirement benefit specified in the Adoption Agreement. Payment of such Vested Retirement Benefit shall commence on the first day of the month in which the effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant, unless the Participant elects an optional form of benefit payment under Article VII. The amount of such Monthly Retirement

Benefit shall be computed in the manner prescribed for Normal or Early Retirement in Article VI, as applicable, but based upon the Participant's Final Average Earnings (if applicable) and Total Credited Service up to the Participant's date of Termination of Employment with the Adopting Employer. Unless otherwise provided in the Adoption Agreement or in an Addendum thereto, in the event that an Eligible Regular Employee terminates employment with an Adopting Employer and returns to service with such Adopting Employer as an elected or appointed member of the Governing Authority, the portion of the monthly benefit attributable to Credited Service as an Eligible Regular Employee shall be computed based upon Credited Service as an Eligible Regular Employee and the benefit formula in effect as of the latest termination of employment as an Eligible Regular Employee. Likewise, in the event that an elected or appointed member of the Governing Authority vacates such office and returns to service with the Adopting Employer as an Eligible Regular Employee, the portion of the monthly benefit attributable to Credited Service as an elected or appointed member of the Governing Authority shall be computed based upon Credited Service as an elected or appointed member of the Governing Authority and the benefit formula in effect as of such individual's latest vacation of such office. Notwithstanding any other provision of the Plan to the contrary, if a Participant has satisfied the requirements for Normal Retirement as of the Participant's date of Termination, the Participant shall be one hundred percent (100%) Vested in the Normal Retirement benefit.

Section 9.02. Termination of Tenure of Office Before Retirement. Unless otherwise specified by the Employer in the Adoption Agreement, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer, and who vacates office for any reason other than death or Retirement shall be entitled to a Vested right in the portion of said Participant's Accrued Benefit attributable to the Participant's Credited Service as

an elected or appointed member of the Governing Authority only if said Participant meets the qualifications for a deferred Vested benefit applicable to elected or appointed members of the Governing Authority and Municipal Legal Officers as specified in the Adoption Agreement. Unless otherwise specified in the Employer's Adoption Agreement or Addendum thereto, if a Participant has Credited Service both as an elected or appointed member of the Governing Authority or a Municipal Legal Officer and as an Eligible Regular Employee of the Adopting Employer, the Participant's combined Total Credited Service shall be taken into account in determining whether the Participant has satisfied the minimum service requirements for vesting under the Plan and the minimum service requirements for benefit eligibility under the Plan that are applicable to Eligible Regular Employees, Municipal Legal Officers, and/or elected or appointed members of the Governing Authority, as applicable.

Section 9.03. Immediate Vesting in Disability Retirement Benefit. If the Employer elects in the Adoption Agreement to provide Disability benefits, and unless otherwise specified in the Adoption Agreement, a Participant who is Disabled and otherwise meets the Plan's eligibility requirements for payment of a Disability Retirement Benefit shall be considered 100% Vested in such benefit.

Section 9.04. Involuntary Termination Without Cause. Notwithstanding any more restrictive vesting requirement imposed by the Employer in the Adoption Agreement, a Participant whose employment is terminated involuntarily and without cause shall be entitled to a one hundred percent (100%) Vested Benefit if said Participant has completed five (5) years of Total Credited Service. For the purpose of this condition, "cause" for dismissal shall mean negligence or inefficiency in performing the duties of the position held, unfitness to perform

assigned duties, insubordination, or misconduct reflecting discredit on the Adopting Employer or upon the Governing Authority.

Section 9.05. Portability between Adopting Employers.

(a) This Section applies to a Participant, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, whose employment is terminated either voluntarily or involuntarily after participation in the Plan, provided that with respect to a Participant who terminates employment on or after January 1, 2015, such Participant has at least one (1) year of Credited Service with the Employer. This one (1) year minimum shall not apply with respect to a Participant,

(1) whose immediate prior employment was with another GMEBS Employer, and under whose Plan in effect prior to January 1, 2015, the Participant was subject to a waiting period and the Participant had satisfied such waiting period prior to the Participant's Termination of Employment with such prior GMEBS Employer, or

(2) (A) who is not described in paragraph 9.05(a)(1) above, and whose Employer's Plan contained an Addendum provision which was in effect prior to January 1, 2015, which provided for a waiting period of less than one (1) year to commence participation in the Plan, and (B) who was employed with said Employer prior to January 1, 2015 and satisfied such time limitation prior to Termination. With respect to an Employee described in this paragraph 9.05(a)(2), this Section shall become applicable to such Employee once the Employee has satisfied such waiting period.

(b) Subject to any limitations or conditions contained in the Employer's Adoption Agreement, in determining whether a Participant has satisfied the minimum service requirements for Vesting and the minimum service requirements for Retirement and, for Participants who

terminate on or after September 26, 2014, pre-retirement death benefit eligibility, under the Adoption Agreement of any GMEBS Adopting Employer, the Participant's Total Credited Service with all other of the Participant's past and future Adopting Employers shall be taken into account. In no event, however, shall service with one GMEBS Employer be used to calculate the benefit amount due the Participant from another GMEBS Employer. Prior to January 1, 2015, except as otherwise provided in Section 4.02(c)(7) concerning immediate participation for Participants who transfer from one GMEBS Adopting Employer to another, service with one GMEBS Adopting Employer may not be used to establish participation in another Adopting Employer's plan.

Section 9.06. Forfeiture of Benefits for Certain Crimes.

(a) Survivor benefits or refunds otherwise payable to a person upon the death of a Participant, Terminated Vested Participant, Retired Participant, or beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a Participant, Terminated Vested Participant, Retired Participant, or beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. § 47-1-24 (a copy of which is included in the Appendix hereto). The terms of said code section are incorporated herein by reference, including any future amendments thereto.

(b) If the Adopting Employer receives information that a beneficiary has been convicted of any crime referenced in this Section which could potentially result in reduction or forfeiture of benefits, the Adopting Employer shall notify the Administrator when it receives notice of such conviction.

Section 9.07. Forfeitures.

(a) If the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, beneficiary or surviving Spouse to whom a payment (e.g., a payment of Retirement, Disability or Death benefits) is due and provide such information to the Administrator within a period of six (6) months from the later of: 1) the date on which the Administrator became aware that such payment became due and payable, or 2) the date on which the Administrator became unable to continue processing payments to the Participant, beneficiary or surviving Spouse due to changes in such individual's bank account, address, or other necessary information, the Administrator shall direct that the payment and all remaining payments, if any, otherwise due to the Participant, beneficiary or surviving Spouse be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture. Likewise, if the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, surviving Spouse or estate, as applicable, to whom a return of Employee Contributions due pursuant to Section 13.03 or Section 13.06 of this Basic Plan Document or pursuant to the Adopting Employer's Adoption Agreement or an Addendum thereto and provide such information to the Administrator within a period of six (6) months from such Participant's Termination of Employment (for non-vested Participants and for vested Participants whose Employee Contributions are required to be refunded following termination provided a refund to vested Participants does not result in forfeiture of Credited Service under the Plan), a vested Participant's request for a return of contributions, or, in a case of failure to exhaust, the date of a Participant's death, the Administrator shall direct that the return of Employee Contributions otherwise due to the Participant, surviving Spouse or estate, as applicable, be cancelled on the

records of the Plan and the amount thereof be treated as a forfeiture and placed in the Employer's GMEBS Trust Fund.

(b) In the event that a payment (e.g., a return of Employee Contributions, or a payment of Retirement, Disability or Death benefits) is due to the estate of a Participant or beneficiary but the Administrator is unable to process such payment due to the absence of said estate or lack of information needed to process payment to said estate, or, following the expiration of six (6) months after the date on which the payment is issued the payment remains outstanding, the Administrator shall so notify the Adopting Employer. The Adopting Employer shall attempt to locate documents establishing such estate, a correct address or bank account or other necessary information to process such payment. If the Adopting Employer is unable to ascertain such documentation or information within six (6) months after receiving notice from the Administrator of the outstanding payment, the Administrator shall direct that the payment be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture.

(c) Notwithstanding the foregoing provisions of this Section, if a Participant, beneficiary or surviving Spouse whose whereabouts or payment information is unknown and whose benefits are forfeited pursuant to this Section subsequently claims such benefits on the Applicable Form, such forfeited benefit shall be reinstated and shall be paid retroactively, without interest, to the date of the first cancelled payment. Likewise, if the executor of an estate to which a payment was forfeited pursuant to paragraph (b) above subsequently claims such benefits on the Applicable Form, the forfeited benefit shall be reinstated and shall be paid, without interest, to the estate.

(d) Forfeitures arising from the inability to determine the whereabouts of or payment information for a Participant, beneficiary or surviving Spouse, or arising from Termination of

Employment, withdrawal or any other reason may not be applied to increase the benefits any individual would otherwise receive under the Plan. Forfeitures will remain Trust assets, and as such, may be used to reduce an Adopting Employer's contribution.

(e) Notwithstanding any provision to the contrary, in the event that a return of Employee Contributions otherwise due to a Participant, to a surviving Spouse, to the estate of a Participant or of a Pre-Retirement or Post-Retirement Beneficiary, or to another individual or estate, as applicable, is cancelled on the records of the Plan and the amount thereof is treated as a forfeiture pursuant to this Section 9.07, including subsection (c), interest on such Employee Contributions shall cease to accrue as of the date on which the Administrator directs that the return of Employee Contributions be cancelled.

(f) An Adopting Employer shall take the following actions to locate any Participant, beneficiary or surviving Spouse to whom benefits are owed, consistent with IRS Revenue Procedure 2021-30 (or subsequent updated guidance):

(1) Search Plan and related Plan, Adopting Employer, and publicly-available records or directories for alternative contact information.

(2) A mailing via U. S. Postal Service certified mail to the last known mailing address, and contact through appropriate means for any address or contact information (including email addresses and telephone numbers) available to the Adopting Employer.

(3) Use of at least one of the following search methods: (i) a commercial locator service, (ii) a credit reporting agency, or (iii) internet search tools for locating individuals.

ARTICLE X.

DISTRIBUTION AND ROLLOVER RULES

Section 10.01. Distribution Rules Imposed by Federal Law. Notwithstanding any provision of this Plan to the contrary, any distribution under the Plan shall be made in accordance with Code Section 401(a)(9) and the Treasury regulations promulgated thereunder, including the incidental benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules:

(a) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the Final Regulations under Code Section 401(a)(9) that were issued on April 17, 2002, and June 15, 2004, notwithstanding any provision of the Plan to the contrary. GMEBS is coordinating the compliance with the Final Regulations to comply with the good faith reasonable standard of Pension Protection Act of 2006 Section 823.

(b) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy and one-half (70½), or (ii) the calendar year in which the Participant Retires.

(c) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or

by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½), if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the designated beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (c), other than (c)(1), will apply as if the surviving spouse were the Participant.

If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under this subsection (c)), the date distributions are considered to begin is the date distributions actually commence.

(d) The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (c)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(e) Any additional benefits accruing to the Participant in a calendar year after the first distribution year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the applicable table set forth in the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain

annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(g) Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under applicable simple life table set forth in the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the applicable single life table as set forth in the Treasury Regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the applicable joint life table set forth in the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(h) A Participant or beneficiary eligible for benefits from an Adopting Employer's Plan must complete and return the Applicable Form provided for such purpose in order to commence distribution of benefits. Any excise tax under Code Section 4974 that results from a failure to timely apply for distribution of benefits under the Plan shall be the responsibility of the Participant or beneficiary, as applicable.

Section 10.02. Rollover of Distributions. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Section:

(a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income; or (iv) any other distributions which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of Code Section 402(g) or 415. Effective January 1, 2002, an Eligible Rollover Distribution also includes a distribution to a surviving spouse. Effective January 1, 2002, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee Contributions that are not includible in gross income. However, such portion may be transferred only to a (1) traditional individual retirement account or annuity described in IRC 408(a) or (b) (a "traditional IRA") or a Roth individual retirement account or annuity described in IRC 408(A) (a "Roth IRA"), or (2) to a qualified defined contribution defined benefit or annuity plan described in IRC 401(a) or 403(a) or to an annuity contract described in IRC 403(b), if such plan or contract provides for

separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) An "Eligible Retirement Plan" is any one of the following that accepts the Distributee's Eligible Rollover Distribution: (i) a traditional IRA; (ii) a Roth IRA; (iii) an annuity plan described in Code Section 403(a); or (iv) a qualified defined benefit or defined contribution plan described in Code Section 401(a). Effective for distributions made after December 31, 2001, an Eligible Retirement Plan will also include an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A) that agrees to separately account for amounts transferred into that plan; or an annuity plan described in Code Section 403(b); effective for distributions made after December 31, 2007, an Eligible Retirement Plan will also include a Roth IRA described in Code Section 408A; and effective for distributions made after December 18, 2015, an Eligible Retirement Plan will also include a SIMPLE IRA as described in Code Section 408(p), provided that the rollover contribution is made after the two-year period beginning on the date the Distributee first participated in any qualified salary reduction arrangement maintained by the Distributee's employer under Code Section 408(p)(2), as described in Code Section 72(t)(6). The portion of an Eligible Rollover Distribution that is not includible in gross income may be transferred only to an individual retirement account or individual retirement annuity described in Code Sections 408(a) or 408(b), a qualified defined contribution plan described in Code Section 401(a), a qualified plan described in Code Section 403(a), or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred, including separately

accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) A "Distributee" includes an employee or former employee. A Distributee also includes the employee's or former employee's surviving spouse. A Distributee also includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may only make a direct rollover of the distribution to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution, and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Notwithstanding subsection (a), if an Eligible Rollover Distribution is expected to total less than Two Hundred Dollars (\$200) during a year, such payment may not be directly rolled over.

Section 10.03. Acceptance of Eligible Rollover Distributions. To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, for the purpose of purchasing Credited Service or repaying withdrawn Employee Contributions (including any Contributions made to purchase prior service credit, as applicable) as permitted under the Plan and the Employer's Adoption Agreement (i) a Participant may contribute to the Plan as a rollover contribution a qualified rollover amount from a qualified plan under Code Section 401(a), an annuity plan under Code Section 403(a), an individual retirement account or annuity under Code Sections 408(a) or (b), a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b), that is includible in

taxable income; or (ii) a Participant may make a direct rollover to the Plan of a qualified rollover amount from a qualified plan under Code Section 401(a) consisting of after-tax employee contributions that is not includible in taxable income provided that such amount will be separately accounted for under the Plan; provided, further, that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. Such rollovers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

Section 10.04. Acceptance of Trustee-to-Trustee Transfers. A Participant may make a direct trustee-to-trustee transfer from another Code Section 401(a) qualified retirement plan, a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b) for the purchase of permissive service credit, as defined in Code Section 415(n)(3)(A) and as permitted under the Plan and the Employer's Adoption Agreement, or for a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3), as permitted under the Plan and the Employer's Adoption Agreement. Such transfers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

ARTICLE XI.

LIMITATIONS ON BENEFITS

Section 11.01. Effective Date. The Plan shall be administered so as to comply with this Article for limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

Section 11.02. Limitation on Annual Benefit.

(a) In no event shall the aggregate annual benefit for a calendar year (the "limitation year") provided under this Plan and all other defined benefit plans (without regard to whether the

plan has terminated) of the Employer for any Participant exceed an amount equal to One Hundred Sixty Thousand Dollars (\$160,000) as adjusted pursuant to Code Section 415(d)(1)(A).

(b) Adjustment for Benefits Commencing Before Age 62.

(1) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the retirement income benefit commencement date (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of

participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without applying the limitations of this Article.

(3) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the determination as to whether the One Hundred Sixty Thousand Dollars (\$160,000) limitation has been satisfied shall be made by reducing the One Hundred Sixty Thousand Dollars (\$160,000) limitation so that such limitation (as so reduced) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a One Hundred Sixty Thousand Dollars (\$160,000) annual benefit beginning at age sixty-two (62). The age reduced dollar limit shall be the lesser of the equivalent amount computed using the actuarial table in Section 12.01 of the Plan for actuarial equivalence for early retirement benefits, and the amount computed using five percent (5%) interest and the applicable mortality table (to the extent that the mortality decrement is used prior to age sixty-two (62)).

(c) Adjustment for Benefits Commencing After Age 65.

(1) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date

is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that retirement income benefit commencement date as specified in Section 11.02(e)(2)(B) of the Plan (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age

sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(3) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (i) the actuarial increase factors specified in Section 12.05 of the Plan; or (ii) a five percent (5%) interest rate assumption and the applicable mortality table as specified in Section 11.02(e)(2)(B) of the Plan.

(d) Notwithstanding the other requirements of this section, in adjusting the dollar limitation for the Participant's retirement income benefit commencement date under subsection (b) or (c), as applicable, no adjustment shall be made to the One Hundred Sixty Thousand Dollar (\$160,000) limitation to reflect the probability of a Participant's death between the retirement income benefit commencement date and age sixty-two (62), or between age sixty-five (65) and the retirement income benefit commencement date, as applicable, if benefits are not forfeited

upon the death of the Participant prior to the retirement income benefit commencement. To the extent benefits are forfeited upon death before the retirement income benefit commencement date, such an adjustment shall be made. Furthermore, notwithstanding the requirements of this section, the adjustments provided for in subsections (b) and (c) shall not apply (i) in the event the Participant's benefit is based on at least fifteen (15) years of service as a full-time employee of any police or fire department or on fifteen (15) years of military service, or (ii) in the case of pre-retirement disability benefits or pre-retirement death benefits.

(e) Adjustment for Form Not Subject to Code Section 417(e)(3). For distributions made in any form other than a straight life annuity or a qualified joint and survivor annuity to which Code Section 417(e)(3) does not apply [generally, a monthly benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarial equivalent of such benefit.

(1) For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity for purposes of applying the limitations under Code Section 415(b) to benefits is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial equivalence for the particular form of benefit payable, and

(B) the equivalent annual benefit computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal

Revenue Service guidance (the mortality table specified in Revenue Ruling 98-1 prior to 2003 or Revenue Ruling 2001-62 on or after January 1, 2003).

(2) For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same retirement income benefit commencement date as the Participant's form of benefit; and

(B) the annual amount of the straight life annuity commencing at the same retirement income benefit commencement date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal Revenue Service guidance (the mortality table specified in Revenue Ruling 2001-62 on or after January 1, 2003) and, for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Internal Revenue Service Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)).

(f) Adjustment for Form Subject to Code Section 417(e)(3). As required by final Treasury Regulations, for distributions made in any form to which Code Section 417(e)(3) applies [generally, a lump sum benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarially equivalent straight life annuity benefit which is the greatest of (or the reduced limitation applicable at the retirement income benefit

commencement date which is the "least of" when adjusted in accordance with the following assumptions):

(1) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using a five and five-tenths percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62) and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)); or

(3) the annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable computed using the applicable interest rate for the distribution under Internal Revenue Service guidance (the 30-year Treasury rate prior to January 1, 2008, using the rate in effect for the month prior to retirement; on and after January 1, 2008, using the rate in effect for the first day of the plan year with a one-year

stabilization period; and on and after January 1, 2015, using the rate in effect for the September prior to the plan year of distribution with a one-year stabilization period) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)), divided by one and five-one-hundredths (1.05). However, effective for benefits commencing during limitation years beginning after December 31, 2008, this paragraph (3) does not apply to a Plan maintained by an eligible employer as defined under Code Section 408(p)(2)(C)(i) (generally, an Employer that had no more than one hundred (100) employees who received at least Five Thousand Dollars (\$5,000) of compensation from the Employer during the preceding year).

(g) Limitations on benefits under this Article shall not apply where the total annual benefits payable to a Participant under this Plan and all other qualified defined benefit plans (whether or not terminated) of the Employer do not exceed Ten Thousand Dollars (\$10,000) in the aggregate. This minimum limitation is not applicable for a Participant whose Employer maintains or has maintained a defined contribution plan in which such Participant participated.

(h) The Ten Thousand Dollars (\$10,000) minimum limitation, if provided, must be reduced where a Participant has less than ten (10) years of service with the Employer at the time the Participant begins to receive retirement benefits under the Plan, and the maximum dollar

limitation must be reduced where a Participant has less than ten (10) years of participation when retirement benefits under the Plan commence. These adjustments are made by multiplying the applicable limitations by the appropriate fraction:

(A) For the Ten Thousand Dollars (\$10,000) minimum limitation – Years of service with the employer as of and including, the current limitation year divided by ten (10); or

(B) For the maximum dollar limitation – Years of participation with the employer as of and including, the current limitation year divided by ten (10).

(i) For purposes of applying the limits under Code Section 415(b) (Limit), the following will apply:

(1) prior to any limitation year beginning on or after July 1, 2007, adjustments under Section 6.05, will be taken into consideration when determining a Participant's applicable Limit;

(2) for any limitation year beginning on or after July 1, 2007:

(A) a Participant's applicable Limit will be applied to the Participant's annual benefit in the Participant's first limitation year without regard to any automatic cost of living adjustments under Section 6.05;

(B) to the extent the Participant's benefit equals or exceeds the Limit, the Participant will no longer be eligible for cost of living adjustments under Section 6.05 until such time as the benefit plus the accumulated adjustments under Section 6.05 are less than the Limit;

(C) thereafter, in any subsequent limitation year, a Participant's annual benefit, including any automatic cost of living increases under Section 6.05, shall

be tested under the then applicable benefit Limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(D) in no event shall a Participant's benefit payable under the Plan in any limitation year be greater than the Limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder. If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity, then the preceding provisions are applied by reducing the Code Section 415(b) limit applicable at the annuity starting date to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit.

Section 11.03. Limitation on Annual Additions.

(a) Effective beginning on and after January 1, 2002, to the extent required under Code Section 415(c), in no event shall the "annual addition" for a Participant for any calendar year (the "limitation year"), exceed the lesser of:

(1) Forty Thousand Dollars (\$40,000)), as adjusted for increases in the cost of living under Code Section 415(d); or

(2) One hundred percent (100%) of the "compensation" of such Participant received from an Adopting Employer during the limitation year.

(b) For purposes of this Section, "compensation" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on

the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, for limitation years beginning after December 31, 1997, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the Adopting Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125 or 457, but shall exclude Employee contributions picked up under Code Section 414(h)(2). For limitations years beginning after December 31, 2000, compensation shall also include any amount deferred by the Adopting Employer at the election of the Employee which is not includable in the gross income of the Employee by reason of Code Section 132(f)(4). For limitation years beginning on or after July 1, 2007, the following types of payments, if paid by the later of (i) two and one-half (2½) months following a Participant's Termination of Employment, or (ii) the last day of the limitation year that includes the Participant's Termination of Employment, will be included as compensation for purposes of this Section: payments that, absent a Termination of Employment, would have been paid to the Participant while the Participant continued in employment and that are regular compensation for services rendered, and payments of accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. Any payments not described in the preceding sentence are not considered compensation if paid after severance from employment, even if they are paid within two and one-half (2½) months following severance from employment, except for payments to the individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the

Employer rather than entering qualified military service. An Employee who is in qualified military service (within the meaning of Code Section 414(u)(1)) shall be treated as receiving compensation from the Employer during such period of qualified military service equal to (i) the compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service). For limitation years beginning on or after July 1, 2007, a Participant's compensation for purposes of this Section shall not exceed the annual limit under Code Section 401(a)(17).

(c) For purposes of this Section, "annual addition" means the sum of the following amounts credited to a Participant's accounts for the limitation year under this Plan and any other plan maintained by an Employer: (i) employer contributions; (ii) employee contributions; (iii) forfeitures; and (iv) allocations under a simplified employee pension plan. Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by an Employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in

Code Section 419(e), maintained by an Employer are treated as annual additions to a defined contribution plan.

(d) If the annual addition for a Participant under the Plan would be greater than the annual addition for such Participant as limited by subsection (a), then the excess shall be corrected as permitted under the IRS Employee Plans Compliance Resolution System (currently set forth in Revenue Procedure 2008-50).

Section 11.04. Code Section 415(e) Limits. For limitation years beginning on and after January 1, 2000, any benefit limitations applied pursuant to Code Section 415(e) shall no longer apply for employees or former employees who are Participants with an accrued benefit under the Plan on or after January 1, 2000.

Section 11.05. Limitations on Service Credit Purchases.

(a) Notwithstanding any other provision of law to the contrary, if an Adopting Employer adopts an Addendum to the Adoption Agreement that provides for service credit purchases, the Administrator may modify a request by a Participant to make an Employee Contribution if the amount of the Contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Administrator may establish a periodic payment plan for the Participant to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to paragraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Administrator may either reduce the Employee Contribution to an amount within the limits of that section or refuse the Participant's Contribution.

(b) Effective for any permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Participant makes one (1) or more contributions to purchase permissive service credit under an Adopting Employer's Plan, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such Contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such Contributions as annual additions for purposes of Code Section 415(c).

(3) For purposes of applying paragraph (1), the Plan will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this paragraph (3), and for purposes of applying paragraph (2), the Plan will not fail to meet the percentage limitation under Code Section 415(c)(1)(B) solely by reason of this subsection (b).

(4) For purposes of this subsection (b) the term "permissive service credit" means service credit—

(A) recognized by the Plan for purposes of calculating a Participant's benefit under the Plan,

(B) which such Participant has not received under the Plan, and

(C) which such Participant may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may include service credit for periods for which there is no

performance of service, and, notwithstanding subparagraph (B), may include service credited in order to provide an increased benefit for service credit which a Participant is receiving under the Plan.

(5) The Plan will fail to meet the requirements of this subsection (b) if—

(A) more than five (5) years of nonqualified service credit are taken into account for purposes of this paragraph (5), or

(B) any nonqualified service credit is taken into account under this subsection (b) before the Participant has at least five (5) years of participation under the Plan.

(6) For purposes of paragraph (5), effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, the term "nonqualified service credit" means permissive service credit other than that allowed with respect to—

(A) service (including parental, medical, sabbatical, and similar leave) as an employee of the Government of the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Code Section 415(k)(3)),

(B) service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in subparagraph (A)) of an education organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary

education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed,

(C) service as an employee of an association of employees who are described in subparagraph (A), or

(D) military service (other than qualified military service under Code Section 414(u)) recognized by such governmental plan.

In the case of service described in subparagraph (A), (B), or (C), such service will be nonqualified service if recognition of such service would cause a Participant to receive a retirement benefit for the same service under more than one Plan.

(7) In the case of a trustee-to-trustee transfer after December 31, 2001, to which Code Section 403(b)(13)(A) or 457(e)(17)(A) applies (without regard to whether the transfer is made between plans maintained by the same employer)—

(A) the limitations of paragraph (6) will not apply in determining whether the transfer is for the purchase of permissive service credit, and

(B) the distribution rules applicable under federal law to the Plan will apply to such amounts and any benefits attributable to such amounts.

(8) For an eligible Participant, the limitation of Code Section 415(c)(1) shall not be applied to reduce the amount of permissive service credit which may be purchased to an amount less than the amount which was allowed to be purchased under the terms of the Plan as in effect on August 5, 1997. For purposes of this paragraph (8), an eligible Participant is an individual who first became a Participant in the Plan before January 1, 1998.

Section 11.06. Interpretation of this Article.

(a) The annual additions and annual benefit of a Participant shall be adjusted pursuant to this Article so as to produce the maximum annual benefit and maximum annual additions permissible for such Participant.

(b) For purposes of this Section and subject to Code Section 415(f), all defined benefit plans of an Adopting Employer, whether or not terminated, are to be treated as a single defined benefit plan, and all defined contribution plans of an Adopting Employer are to be treated as a single defined contribution plan. However, Adopting Employers shall be considered as separate Employers in accordance with State law. The ability of an Adopting Employer to amend the Adoption Agreement to the extent necessary to satisfy Code Section 415 is provided by and subject to Section 18.01.

ARTICLE XII.

ACTUARIAL EQUIVALENT CONVERSION TABLES

Section 12.01. Early Retirement Reduction Table. Unless otherwise elected in the Adoption Agreement or an Addendum thereto, the following early retirement reduction table is to be used:

<u>Number of Years Before Normal Retirement*</u>	<u>Percentage of Normal Retirement Benefit</u>
0	1.000
1	.933
2	.867
3	.800
4	.733
5	.667
6	.633
7	.600
8	.567
9	.533
10	.500
11	.467

12	.433
13	.400
14	.367
15	.333

*Interpolate for whole months.

Section 12.02. Option B Tables.

(a) Participant Same Age Or Older –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is the same age as or older than the Participant's Beneficiary:

Participant Age - Beneficiary Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
0	0.848	0.881	0.918	0.957
1	0.841	0.876	0.913	0.955
2	0.834	0.870	0.909	0.952
3	0.827	0.864	0.905	0.950
4	0.820	0.859	0.901	0.948
5	0.814	0.853	0.897	0.946
6	0.807	0.848	0.893	0.944
7	0.801	0.843	0.890	0.942
8	0.795	0.838	0.886	0.940
9	0.790	0.833	0.882	0.938
10	0.784	0.829	0.879	0.936
11	0.779	0.824	0.876	0.934
12	0.774	0.820	0.872	0.932
13	0.769	0.816	0.869	0.930
14	0.764	0.812	0.866	0.928
15	0.760	0.808	0.864	0.927
16	0.756	0.805	0.861	0.925
17	0.752	0.801	0.858	0.924
18	0.748	0.798	0.856	0.922
19	0.744	0.795	0.854	0.921
20	0.741	0.792	0.851	0.920
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent Annuity Percentage	Extrapolation Factor
100%	.004
75%	.003
50%	.002
25%	.001

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is the same age or older than the Participant's Beneficiary:

Participant Age – Beneficiary Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
0	.833	.870	.909	.952
1	.826	.864	.905	.950
2	.819	.857	.900	.947
3	.811	.851	.896	.945
4	.804	.845	.891	.943
5	.797	.839	.887	.940
6	.790	.833	.882	.938
7	.783	.828	.878	.935
8	.776	.822	.874	.933
9	.769	.816	.870	.930
10	.763	.811	.866	.928
11	.757	.806	.861	.926
12	.751	.800	.858	.923
13	.745	.795	.854	.921
14	.739	.791	.850	.919
15	.733	.786	.846	.917
16	.728	.781	.843	.915
17	.723	.777	.839	.913
18	.718	.772	.836	.911
19	.713	.768	.833	.909
20	.708	.764	.830	.907
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent

Annuity
Percentage

Extrapolation
Factor

100%	.005
75%	.004
50%	.003
25%	.002

(b) Participant Younger –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

<u>Beneficiary Age - Participant Age</u>	<u>Contingent Annuity Factor</u>			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
1	0.855	0.887	0.922	0.959
2	0.863	0.893	0.926	0.962
3	0.870	0.899	0.930	0.964
4	0.877	0.905	0.935	0.966
5	0.885	0.911	0.939	0.968
6	0.892	0.917	0.943	0.971
7	0.899	0.922	0.947	0.973
8	0.906	0.928	0.951	0.975
9	0.913	0.933	0.955	0.977
10	0.920	0.939	0.958	0.979
11	0.926	0.944	0.962	0.980
12	0.932	0.948	0.965	0.982
13	0.938	0.953	0.968	0.984
14	0.944	0.957	0.971	0.985
15	0.949	0.961	0.974	0.987
16	0.954	0.965	0.977	0.988
17	0.959	0.969	0.979	0.989
18	0.963	0.972	0.981	0.990
19	0.967	0.975	0.983	0.992
20	0.971	0.978	0.985	0.992
21 or more	0.974	0.980	0.987	0.993

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

Beneficiary Age – Participant Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
1	.841	.876	.914	.955
2	.848	.882	.918	.957
3	.856	.888	.922	.960
4	.863	.894	.926	.962
5	.870	.899	.931	.964
6	.877	.905	.935	.966
7	.885	.911	.939	.968
8	.892	.916	.943	.970
9	.898	.922	.947	.973
10	.905	.927	.950	.974
11	.912	.932	.954	.976
12	.918	.937	.957	.978
13	.924	.942	.960	.980
14	.930	.946	.964	.981
15	.935	.951	.967	.983
16	.941	.955	.969	.984
17	.945	.959	.972	.986
18	.950	.962	.974	.987
19	.955	.966	.977	.988
20	.959	.969	.979	.989
21 or more	.960	.970	.980	.990

Section 12.03. Option C Table.

(a) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021:

Period	Factor
5 Years	.985
10 Years	.947
15 Years	.898
20 Years	.846

(b) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

<u>Period</u>	<u>Factor</u>
5 Years	.973
10 Years	.911
15 Years	.842
20 Years	.780

Section 12.04. Life Annuity Factors to be Used in Computing Actuarial Reserve

Death Benefit.

(a) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after April 1, 2021:

Age	Factor	Age	Factor
21	12.7738	43	12.2346
22	12.7581	44	12.1725
23	12.7424	45	12.1045
24	12.7268	46	12.0302
25	12.7112	47	11.9493
26	12.6959	48	11.8616
27	12.6805	49	11.7667
28	12.6653	50	11.6643
29	12.6500	51	11.5536
30	12.6344	52	11.4383
31	12.6184	53	11.3184
32	12.6017	54	11.1942
33	12.5838	55	11.0658
34	12.5644	56	10.9331
35	12.5427	57	10.7963
36	12.5187	58	10.6551
37	12.4917	59	10.5088
38	12.4613	60	10.3561
39	12.4263	61	10.1959
40	12.3865	62	10.0267
41	12.3414	63	9.8470
42	12.2908	64	9.6560
		65	9.4536

(b) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after January 1, 2013 and prior to April 1, 2021:

<u>Age</u>	<u>Factor</u>	<u>Age</u>	<u>Factor</u>
21	12.5773	43	11.4236
22	12.5567	44	11.3274
23	12.5337	45	11.2264
24	12.5082	46	11.1207
25	12.4804	47	11.0102
26	12.4501	48	10.8952
27	12.4170	49	10.7755
28	12.3809	50	10.6509
29	12.3416	51	10.5213
30	12.2994	52	10.3869
31	12.2541	53	10.2479
32	12.2056	54	10.1041
33	12.1535	55	9.9552
34	12.0976	56	9.8010
35	12.0383	57	9.6415
36	11.9754	58	9.4769
37	11.9088	59	9.3076
38	11.8384	60	9.1331
39	11.7640	61	8.9537
40	11.6855	62	8.7698
41	11.6026	63	8.5818
42	11.5154	64	8.3903
		65	8.1958

Section 12.05. Late Retirement Actuarial Increase Factors.

(a) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after April 1, 2021:

<u>Current Age*</u>	<u>Factor</u>
65	1.0000
66	1.1133
67	1.2425
68	1.3904
69	1.5603
70	1.7566

71	1.9843
72	2.2498
73	2.5613
74	2.9285
75	3.3646

*Assumes Normal Retirement at Age 65

(b) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

<u>Current Age*</u>	<u>Factor</u>
65	1.0000
66	1.1317
67	1.2850
68	1.4645
69	1.6755
70	1.9246
71	2.2204
72	2.5734
73	2.9967
74	3.5073
75	4.1274

*Assumes Normal Retirement at Age 65

Figure factor using years and months. Divide difference between next highest age factor and age factor lower, by twelve (12), then multiply by number of months. Add this onto age for years factor to arrive at correct factor. (Round off to 4 decimals). Note: If normal retirement age differs from sixty-five (65), factors must be supplied by Actuary.

Section 12.06. Offset Calculations; Other Annuity Forms. Actuarial equivalence factors and conversion factors for other annuity forms shall be computed by an enrolled Actuary on an actuarially equivalent basis. Actual Participant and Beneficiary ages are used for purposes of Section 6.06. Conversion factors for other annuity forms assume the Participant is retiring at age sixty-five (65).

Effective on or after April 1, 2021, the actuarial equivalence factors for Participants for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for

males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%). Likewise, effective on or after April 1, 2021, the actuarial equivalence factors for Beneficiaries for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%).

Effective January 1, 2018 through March 31, 2021, the actuarial equivalence factors for purposes of Section 6.06 shall be computed using the male RP 2000 Mortality Table set forward two (2) years for Participants and the female RP 2000 Mortality Table set forward one (1) year for Beneficiaries and with interest of seven and one-half percent (7.5%).

Effective January 1, 2018 through March 31, 2021, the conversion factors for other annuity forms are based on the UP 1984 Mortality Table without age setback and with interest of eight percent (8.0%).

Section 12.07. Lump Sum Payments. Effective January 1, 2001, a single sum distribution of benefits payable under Section 7.05, or upon plan termination, or if required for compliance with Code Section 401(a)(9), shall be computed on the basis of the actual age of the Participant and/or Beneficiary at the time of distribution and under the following actuarial assumptions:

(a) **Interest:** The applicable interest rate established by the Internal Revenue Service under Code Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006, as in effect for the month of September preceding the calendar year during which the distribution is paid.

(b) **Mortality:** The applicable mortality table established by the Internal Revenue Service pursuant to IRC Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006.

(c) **Age at Which Payments Begin:** The greater of the Normal Retirement Date or the age at the time of distribution to the Participant and/or Beneficiary.

ARTICLE XIII.

CONTRIBUTIONS

Section 13.01. Adopting Employer Contributions. The Adopting Employer shall make the necessary Contributions to fund the Plan. The amount of these Contributions shall be based upon the actuarial assumptions adopted by the Board of Trustees, the benefits provided in the Plan, and the number of Participants and their respective ages, Earnings, and lengths of Creditable Service and such other factors as the Board of Trustees shall deem appropriate to

assure proper funding of the Plan. Contributions by the Adopting Employer shall be applied as necessary to assure the payment of Accrued Benefits to Participants and Beneficiaries. Employer Contributions received by GMEBS by the last day of any month shall accrue Interest from the first day of the following month.

Section 13.02. Employee Contributions. Participants or certain classes of Participants may be required to make Contributions to the Plan as specified in the Adoption Agreement. Unless otherwise specified by the Adopting Employer, Employee Contributions shall accrue interest at the same rate and in the same manner as Employer Contributions. When elected by the Adopting Employer to be picked up, the Adopting Employer shall pick up and pay contributions in accordance with Code Section 414(h)(2) as follows:

(1) The contributions, although designated as Employee contributions, shall be paid by that Adopting Employer in lieu of contributions by the Employee as elected by the Adopting Employer in the Adoption Agreement, which shall be effective on a prospective basis and constitute written formal action to implement the pick-up, and

(2) The Employee must not be given the option, on or after the effective date of the pick-up, to have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to designated Employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

Section 13.03. Withdrawal of Employee Contributions.

(a) Unless otherwise specified in the Adoption Agreement, if a non-vested Participant's employment is terminated for any reason other than death, the Participant shall request a withdrawal of the Participant's Employee Contributions plus interest, if any.

(b) Unless otherwise specified in the Adoption Agreement, if a vested Participant's employment is terminated for any reason other than death or Retirement, the Participant may request a withdrawal of the Participant's Employee Contributions (including any Contributions made to purchase prior service credit) plus interest, unless the Participant chooses to claim the Participant's vested benefit, in which case the Participant's Employee Contributions shall not be withdrawn.

(c) Upon the Participant's termination, the Pension Committee shall provide notice to the Participant of the opportunity to withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto), and the Participant shall have sixty (60) days after receipt of such notice to submit a request for withdrawal on an Applicable Form provided for that purpose. Failure to make such a request within this sixty (60) day period shall result in the forfeiture of a vested Participant's right to request withdrawal upon termination and shall result in forfeiture of a non-vested Participant's right to the accrual of further interest. Unless otherwise specified in the Adoption Agreement or any Addendum thereto, upon withdrawal of Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) pursuant to this Section, the Participant shall forfeit for the Participant, the Participant's heirs and assigns all the Participant's rights, title, and interest in the Plan, except as provided in subsection (d) below. Employee Contributions shall be returned to the Participant within ninety (90) days of the receipt of the Participant's request. A Participant may not withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) as long as the Participant remains in the employment of the Adopting Employer and the

Participant may not borrow against Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) at any time. A partial withdrawal of Employee Contributions is not permitted. Unless otherwise provided in the Adoption Agreement or any Addendum thereto, if a Participant who has made both mandatory Employee Contributions and Contributions to purchase prior service credit withdraws any of such Contributions, all mandatory Employee Contributions and Contributions to purchase prior service credit shall be withdrawn.

(d) Except as otherwise provided in the Employer's Adoption Agreement or any Addendum thereto, if a Participant withdraws Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) in accordance with this Section, and if such Participant later resumes employment with the Adopting Employer in an Eligible Employee class, then any service credit or benefit amount forfeited by virtue of the withdrawal may be reinstated upon the Participant's reemployment with the Adopting Employer, provided: (1) the Participant repays within six (6) months following the reemployment date and prior to Termination of Employment with the Adopting Employer all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of return of contributions through the date of repayment; and (2) provided the Participant satisfied the break in service rules, as applicable. Repayment of Employee Contributions (including any Contributions made to purchase prior service credit) under this subsection shall be made in a single lump sum, by a rollover or transfer of pre-tax funds described in Sections 10.03 and 10.04 of this Plan, a lump sum payment of after-tax funds,

after-tax payroll deductions, or any other method established by the Board, subject to any limitations included in the Adoption Agreement or any Addendum thereto.

(e) For purposes of this Section, the amount of "interest" shall be determined as of the date that the withdrawal under this Section is made, and the amount of interest shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

Section 13.04. Cessation of Contributions Without Penalty. The Employer may provide in the Adoption Agreement that Participants who have met certain retirement benefit eligibility requirements shall no longer be required to make contributions to the Plan. Effective on or after October 1, 2016, Participants who are receiving an In-Service Distribution or who are otherwise receiving Retirement benefits while employed with the Adopting Employer shall not be required to make contributions to the Plan.

Section 13.05. Continued Contributions During Leave of Absence. Subject to the applicable limits of Code Section 415, if the terms of an authorized leave of absence permit the Participant to continue accumulating Credited Service during said leave of absence, the Participant shall be required to continue making Employee Contributions in the same amount and at the same rate as immediately prior to the commencement of the leave of absence.

Section 13.06. Return of Contributions Upon Failure to Exhaust.

(a) **Death of a Retired Participant.** If a Retired Participant elects the Option A form of benefit payment, and if upon the death of the Participant the sum of all benefits paid to the Participant does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference, less any amounts paid to the Retired Participant's surviving Spouse or to the Retired Participant's estate

pursuant to Section 8.12, shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Retired Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary predeceases the Participant, and 3) upon the death of the Retired Participant, the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary survives the Retired Participant and dies after such Beneficiary has begun receiving survivor benefit payments, and 3) the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee contributions plus interest posted thereon, said lump sum payment shall be paid to the Post-Retirement Beneficiary's designated beneficiary as defined in this subsection (a) or, if there is no such designated beneficiary, to the Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Retired Participant or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(b) In-Service Death of Participant Before Satisfying Pre-Retirement Death Benefit Eligibility Requirements; Death of Terminated Vested Participant Where No Terminated Vested Death Benefit Is Payable. If a Participant dies in the Service of an Adopting Employer before satisfying the eligibility requirements for an in-service death benefit, the Participant's Employee

Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. If a Terminated Vested Participant dies before Retirement and the Plan does not provide for Terminated Vested death benefits to be payable upon the death of such Participant, the Participant's Employee Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Participant and the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(c) Death of a Participant or Terminated Vested Participant After Satisfying Pre-Retirement Death Benefit Eligibility Requirements. The following provision shall apply in the event that a Participant or Terminated Vested Participant who has satisfied the eligibility requirements for a pre-retirement death benefit dies before Retirement, and payments are made to a Pre-Retirement Beneficiary under the Plan. In the event the sum of all pre-retirement benefits paid to a Pre-Retirement Beneficiary(ies) by virtue of the death of a Participant or Terminated Participant, as applicable, does not equal or exceed the amount of the Participant's or Terminated Participant's Employee Contributions plus interest posted thereon, a lump sum payment in the amount of the difference shall be paid to the Pre-Retirement Beneficiary's designated beneficiary as defined in this subsection (c), or if there is no such designated beneficiary, to the estate of the Pre-Retirement Beneficiary (or the designated beneficiary or estate of the last Pre-Retirement Beneficiary receiving payment, as applicable with respect to Plans that permit payment to multiple Pre-Retirement Beneficiaries). For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Pre-

Retirement Beneficiary and the term "surviving" shall mean surviving the Pre-Retirement Beneficiary by at least thirty-two (32) days.

(d) For purposes of this Section, the amount of "interest posted" shall be determined as of the date that the lump sum payment payable under this Section is distributed, and the amount of interest posted shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

ARTICLE XIV.

PENSION COMMITTEE

Section 14.01. Creation and Composition. There shall be a Pension Committee for each Adopting Employer. Unless otherwise specified in the Adoption Agreement, the Pension Committee shall be composed of the following:

For Municipal Corporations:

- (a) City Clerk and City Manager.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Three (3) appointed members of the Governing Authority.

For Other Adopting Employers:

- (a) Executive Director.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Four (4) appointed members of the Governing Authority.

Section 14.02. Responsibilities. The Pension Committee shall have the following responsibilities:

(a) In its dealings with GMEBS or its duly appointed representatives, the Pension Committee shall:

(1) Assure that accurate and complete information is furnished to GMEBS with respect to eligibility for participation, Total Credited Service, Earnings, and Final Average Earnings of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are designated as Eligible Employees in the Adoption Agreement.

(2) Assure the collection and remittance to GMEBS of all required Contributions (including Employee Contributions, if applicable).

(3) Collect, and furnish to GMEBS, in accordance with its rules and regulations, all reports, forms, and other records required or necessary to administer the Plan, including but not limited to completed applications for participation (if applicable), employee elections to participate (if participation is optional for a particular class), employee census reports reflecting information necessary to complete the annual plan valuation, completed pre-retirement beneficiary designation forms, completed leave of absence reports, and completed retirement applications (including disability retirement applications, if the Adopting Employer has elected in its Adoption Agreement to provide disability retirement benefits).

(4) Provide reasonable prior notice to GMEBS of any amendments that the Adopting Employer intends to make to the Adoption Agreement.

(5) Notify GMEBS of the termination of Participating Employees, and, if they are permitted in the Adoption Agreement to participate in the Plan, the vacation of office by elected or appointed members of the Governing Authority and Municipal Legal Officers. Said notification should indicate whether the Employee has been involuntarily

terminated without cause (see Section 9.04 concerning 5-year vesting for Employees involuntarily terminated without cause).

(6) Notify GMEBS when the Adopting Employer learns that an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary has been convicted of a public employment-related crime or other crime which could result in a reduction or forfeiture of benefits (see Section 9.06).

(7) If the Adopting Employer has elected in the Adoption Agreement to provide disability retirement benefits, notify GMEBS of determinations made by the Pension Committee with respect to disability (see Section 2.23(b)) or continuation of disability (see Section 6.06(e)).

(8) Notify GMEBS when the Adopting Employer learns of the death of an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant, or Beneficiary.

(b) In dealing with those persons participating or eligible to participate in the Plan, the Pension Committee shall:

(1) Be responsible for the enrollment of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement.

(2) Handle distribution of all reports, forms, or other plan-related materials to Participants, including but not limited to plan summary booklets and annual participant statements.

(3) Handle disputes between the Adopting Employer and Participants in all matters regarding the Plan and notify GMEBS of same.

(4) Handle and distribute as necessary any notices of eligibility, benefits, available options, and any other notices required by this Plan, Contract, or rules and regulations of GMEBS.

(5) Address Employee inquiries concerning eligibility for participation in the Plan, enrollment, eligibility for retirement, disability, and/or death benefits, benefit payment options, and other terms, conditions, and features of the Plan.

(c) The Pension Committee is not authorized to interpret the Basic Plan Document, or matters of State and federal law as they relate to interpretation of the Basic Plan Document. These matters are reserved for the sole discretion of the Board.

Section 14.03. Secretary. The Adopting Employer shall designate in the Adoption Agreement a Pension Committee Secretary who shall have full authority to represent the Pension Committee in all communications with GMEBS and the Adopting Employer's Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers.

Section 14.04. Legal Assistance. The City Attorney or other attorney appointed by the Governing Authority shall furnish legal advice to the Pension Committee with respect to the Plan and the Committee's assigned responsibilities hereunder.

Section 14.05. Plan Representative. The Adopting Employer shall designate in the Adoption Agreement an individual to serve as Plan Representative. The Plan Representative shall have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

ARTICLE XV.

BOARD OF TRUSTEES

Section 15.01. Definitions. As used in this Article, "Act" refers to the Act of the General Assembly creating the Board of Trustees of the Georgia Municipal Employees Benefit System (O.C.G.A. § 47-5-1 et seq., a copy of which is included in the Appendix hereto), as amended.

Section 15.02. Powers. The powers of the Board of Trustees as fixed by the Act are hereby incorporated as part of the Plan. The Adopting Employer agrees that, in the administration of the Plan, it will comply with all rules and regulations adopted by the Board of Trustees under its authority as granted by the Act.

Section 15.03. Composition and Election. The composition of the Board of Trustees and the election of its members shall be as provided by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.04. Officers. The election of officers by the Board of Trustees shall be conducted as may be prescribed by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.05. Notice of Elections. The Board of Trustees shall provide through its bylaws for the giving of notice of elections, notice of any vacancy on the Board, the method or manner in which votes may be cast, and any other matter necessary or incident to the election of members of the Board. The Board may also provide for a proxy vote, and may determine how, when, and in what manner voting by proxy may be had in accordance with the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.06. Voting. Each Adopting Employer shall be entitled to vote in any election or other matter placed before the membership as provided in the bylaws of the Board of Trustees.

Section 15.07. Voting Representative for the Adopting Employer. Unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, for the purpose of casting the Adopting Employer's vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving, each trustee shall be considered the official representative for the Employer for which the trustee serves as an elected or appointed member of the Governing Authority or Employee. For each other Adopting Employer, unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, the chief executive or chief administrative officer shall be the Adopting Employer's official representative for the purpose of casting its vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving.

Section 15.08. Qualified Public Accountant. The Administrator may engage on behalf of all Participants an independent qualified public accountant to conduct such an examination of any financial statements of the Plan, and of other books and records of the Plan, as the qualified public accountant may deem necessary to enable said accountant to form an opinion as to whether the financial statements and schedules required to be included in the annual report of the Plan are presented fairly in conformity with generally accepted accounting principles as applicable to a governmental plan, applied on a basis consistent with that of the preceding Plan Year and who shall perform such other services for the Plan as the Administrator may require.

Section 15.09. Fiduciary Insurance. The Board of Trustees may purchase fiduciary liability insurance for any of its fiduciaries, or for itself, to cover liability or losses occurring by reason of the act or omission of a fiduciary.

ARTICLE XVI.

GMEBS TRUST AGREEMENT

Section 16.01. General Provisions. The GMEBS Trust Agreement is the separate document for the establishment and administration of the Trust Fund. All contributions under the Plan shall be transferred to the Trust Fund to be held, managed, invested, and distributed as part of the Trust Fund by the Board in accordance with the provisions of the Plan and separate GMEBS Trust Agreement. At no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries shall any part of the corpus or income be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their beneficiaries, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination. In resolving any conflict between provisions of the Plan and provisions of the Trust, the provisions of the Plan shall control.

Section 16.02. Group Trust Participation.

(a) If the investment is otherwise a permitted investment under Chapters 5 and 20 of Title 47 of the O.C.G.A., the Board may, unless otherwise restricted by law, transfer all or any portion of the assets of the Trust to a collective or common group trust, as permitted under Revenue Ruling 81-100, as modified by Revenue Rulings 2004-67 and 2011-1 (or subsequent guidance), that is operated or maintained exclusively for the commingling and collective investment of monies, and in such case the group trust agreement shall be deemed adopted as

part of the GMEBS Defined Benefit Retirement Plan Trust Agreement without further action by the Board.

(b) The separate account maintained by the group trust for an Adopting Employer's Plan pursuant to subsection (a) above shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and beneficiaries of the Adopting Employer's Plan, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for an Adopting Employer's Plan shall be the fair market value of the portion of the group trust held for the Adopting Employer's Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE XVII.

CLAIMS AND LITIGATION

Section 17.01. Disputes. In the event of disagreement between a Participant and the Adopting Employer with respect to any rights, claims, or responsibilities under the Plan which cannot be resolved by the Pension Committee as provided under Article XV, the Participant may make an appeal regarding such rights, claims, or responsibilities to the Governing Authority. In the event that any such rights, claims, or responsibilities result in a suit or other legal action by a Participant or Beneficiary, such action shall be defended in the same manner as other suits against the Adopting Employer. Any legal action on behalf of the Adopting Employer with regard to the Plan shall be first authorized by the Governing Authority and shall be conducted in the manner prescribed by the Governing Authority. GMEBS shall have no responsibility to defend or pursue legal action arising under the Plan.

Section 17.02. Disputes involving Federal or State Law Compliance. In the event there is a dispute involving federal or state law compliance, between a Participant or Beneficiary and the Governing Authority or the Trustees, or between an Adopting Employer and the Trustees, GMEBS is a necessary party to any such dispute, or suit, settlement, or release arising therefrom.

Section 17.03. Failure to Act. GMEBS shall not be responsible for the failure of the Adopting Employers to perform any of their obligations under the Plan, including the duty to remit payments to GMEBS, to provide necessary records concerning Participants and their Earnings to GMEBS, or to perform any other functions required of the Adopting Employers by applicable law, the Basic Plan Document, the Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), the separate GMEBS Trust Agreement, or by the rules and regulations of GMEBS. To the extent permitted under state and federal law, each Adopting Employer shall indemnify and hold GMEBS harmless for any failure to pay, delay in payment or other errors in processing benefits pursuant to this Plan due to the Adopting Employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS for the purpose of administering the Plan.

ARTICLE XVIII.

AMENDMENT AND TERMINATION

Section 18.01. Amendment of the Plan by an Adopting Employer. The Governing Authority shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of its elections in the Adoption Agreement; provided, however, that no such amendment shall:

- (a) Reduce the previously Accrued Benefit of any Participant or Beneficiary; or,
- (b) Authorize or permit any part of the Trust Fund held by the Board to be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries; or,

(c) Operate to deprive any Participant or Beneficiary of any rights or benefits irrevocably Vested in said Participant or Beneficiary under the Plan prior to such amendment, except that the Governing Authority may make any and all changes or modifications to the Adoption Agreement necessary to qualify the Plan or to keep the Plan qualified under the Internal Revenue Code and the regulations thereunder, or any amendment thereto.

Notwithstanding the foregoing, the Adopting Employer may amend the Adoption Agreement to the extent necessary to satisfy Code Section 415.

~~(d)~~ No amendment to an Adoption Agreement shall become effective until approved by the Administrator. In order to be approved by the Administrator, any amendment must comply with all applicable state and federal laws and the Basic Plan Document. If the Administrator does not approve an amendment, the Administrator shall continue to administer the Plan as if such amendment had not been made.

In no event may an Adopting Employer amend the Basic Plan Document or the GMEBS Trust Agreement separate document.

Section 18.02. Amendment of Plan by GMEBS.

(a) It is the intent of the Board that the Basic Plan Document, Adoption Agreement form and Addendum form (collectively referred to for purposes of this Section 18.02 as "Plan") shall be and remain qualified for tax purposes under the Code. The Administrator shall timely submit the Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMEBS Investment Fund.

(b) GMEBS will maintain a record of the Participating Employers, and GMEBS will make reasonable and diligent efforts to ensure that Adopting Employers have actually received and are aware of all Plan amendments and that such Adopting Employers adopt new documents

when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Board or the Provider, as directed by the Board, hereby reserves the right to amend the Plan without the consent of the Adopting Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Board approving such amendment shall be delivered to the Administrator and the Adopting Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Adopting Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) The Provider shall have the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers 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. In any event, any amendment prepared by the Provider and approved by the Board will be provided by the Administrator to Adopting Employers.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective on or after January 1, 2016, for any Adopting Employer as of either:

(1) 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 pre-approved plan, or

(2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments, such Adopting Employer shall execute a resolution to adopt any amendments that are approved by the Board after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Board approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

Section 18.03. Termination by Adopting Employer.

(a) The Adopting Employer expects the Plan to be continued indefinitely but, of necessity, reserves the right to terminate its Plan and Contributions thereunder at any time by action of the Governing Authority, subject to the Administrator's approval. Such termination shall be accomplished by the adoption of an ordinance or resolution (as applicable) by the Governing Authority terminating the Plan. Such ordinance or resolution (as applicable) shall conform to the rules and regulations of the Board governing Plan termination to the extent they are consistent with this provision.

(b) Upon full or partial termination or a complete discontinuance of Employer contributions, all affected Eligible Employees shall be deemed to be Participants, and the Accrued Benefits of such Participants shall be Vested to the extent funded required by federal law. The Pension Committee shall notify Participants, Terminated Vested Participants, Retired Participants, and Beneficiaries of the full termination of the Plan, and shall provide a copy of such notice and the names and addresses of the persons notified to the Administrator.

(c) Upon termination, the Adopting Employer shall provide to the Administrator current Participant information necessary to calculate Accrued Benefits. Upon receipt of such information, the Administrator shall prepare a list of all the Adopting Employer's Participants, Retired Participants, Terminated Vested Participants, and Beneficiaries, showing for each the present value of each individual's Accrued Benefit, as determined by the GMEBS Actuary as of the date of termination.

(d) The Administrator, in accordance with the Board's current rules and regulations, and with generally accepted accounting practices, shall determine the value of the Adopting Employer's Trust Fund as of the termination date. All mandatory Employee Contributions, if any, plus interest, and all Contributions made to purchase service credit, if any, plus any applicable interest, shall be paid from the Trust Fund to the Participants, to the extent of available Trust Fund assets. The Administrator shall then deduct from the Trust Fund a termination fee established by GMEBS for services provided in terminating the Plan. The Administrator, pursuant to the Board's rules and regulations, shall then allocate the remaining assets for distribution of the present value of Accrued Benefits in lump sums to the classes listed below. The benefits of each class shall be satisfied before proceeding to the next class. If at any time the remaining Plan assets would be insufficient to provide the present value of Accrued Benefits for the class in question, the remaining assets shall be applied on a pro rata basis within that class, and all subsequent classes shall receive no benefit. The pro rata allocation referred to above will be determined based upon the comparative value of each class member's Accrued Benefit (present value expressed in a lump sum) when measured against the lump sum present value of Accrued Benefits for the class as a whole.

CLASS A – Retired Participants or Beneficiaries who are receiving payments as of the termination date.

CLASS B – Participants delaying Retirement beyond the Normal Retirement Date.

CLASS C – Participants eligible for Early Retirement.

CLASS D – Other Participants, terminated or active, who have met the requirements for vesting as of the termination date.

CLASS E – All other Participants on a pro rata basis. Payment of benefits to Retired Participants, Beneficiaries, and Participants by the Administrator as a result of a Plan termination shall be limited solely to the assets available in the Trust Fund.

(e) Any reversion of excess assets is only permitted if the excess assets resulted from an erroneous actuarial computation, following the use of acceptable actuarial procedures using reasonable assumptions as to interest and mortality pursuant to Treasury Regulation § 1.401-2(b)(1). In its termination ordinance, the Governing Authority shall instruct the Administrator as to the distribution of excess assets, if any, remaining after the satisfaction of Accrued Benefits for the classes enumerated herein. In the absence of such instructions, any excess assets shall be distributed to the Adopting Employer.

(f) Upon distribution of the assets as specified above, the Adoption Agreement, Basic Plan Document, and the separate GMEBS Trust Agreement shall be regarded as terminated as to that Adopting Employer and no Participant or Beneficiary shall have any further rights or claim herein.

Section 18.04. Amendment of the Plan to Transfer Assets; Termination of Contract.

(a) The Adopting Employer may amend the Adoption Agreement by ordinance or resolution (as applicable) so as to provide for the transfer of assets to a successor trustee and to terminate the existing Contract between the Adopting Employer and the Board. Any such ordinance or resolution shall comply with Section 18.01 and with the requirements of the rules and regulations of the Board regarding amendment and transfer of Plan assets, to the extent they are consistent with this Section.

(b) In addition to other requirements, such ordinance or resolution shall:

(1) Designate a new trustee or trustees to replace the Board;

(2) Establish a month-end termination date, which shall be used for purposes of valuing the Adopting Employer's Trust Fund assets and which shall be fixed by the Administrator, taking into account the time reasonably required to liquidate GMEBS Retirement Trust Fund assets (if necessary) for purposes of the termination and transfer, the impact of the termination on the financial integrity of the Retirement System, and the time reasonably required for GMEBS and the terminating Employer to complete necessary administrative tasks associated with the termination. The termination date will be no earlier than forty-five (45) days after the Adopting Employer provides written notice to the Administrator of its intent to terminate;

(3) Provide that after the established termination date, GMEBS shall have no further responsibility or obligation to administer the terminating Employer's retirement plan, except as otherwise agreed and provided for by GMEBS and the terminating Employer in the ordinance or resolution;

(4) Provide that the value of assets of the Adopting Employer's Trust Fund as of the established termination date shall be determined based upon the value of the Adopting Employer's Trust Fund as reflected in the unaudited financial statements for the GMEBS Retirement Trust Fund as of the established termination date, subject to verification and reconciliation against the most recent GMEBS Retirement Trust Fund audit coinciding with or following the termination date.

(5) Provide for the transfer of assets held in the Adopting Employer's Trust Fund to the successor trustee as follows:

(A) that no transfer shall take place until a successor Code Section 401(a) retirement plan and trust document have been adopted by the Adopting Employer and furnished to GMEBS, together with a current IRS determination letter or an opinion letter from an attorney confirming that the successor retirement plan is tax qualified under Code Section 401(a);

(B) that as soon as reasonably practicable after the established termination date, the Administrator will make an initial transfer to the successor trustee of an amount to be determined by the Administrator in its sole discretion, but in no event more than eighty-five percent (85%) of the value of the Adopting Employer's Trust Fund, as reflected in the then most recently completed unaudited monthly financial statement for the GMEBS Retirement Trust Fund; and that prior to the completion of the initial transfer, the Administrator shall deduct from the Adopting Employer's Trust Fund a termination fee established by GMEBS for services provided in effecting the termination of the Adopting

Employer's participation in GMEBS and the transfer of assets to the successor trustee;

(C) that as soon as reasonably practicable after completion of the GMEBS Retirement Fund unaudited financial statement for the month including the established termination date, the Administrator will make a second transfer to the successor trustee in an amount equal to the remainder of the Adopting Employer's Trust Fund assets, if any; and that in any event distribution of assets to the successor trustee shall be completed within the time limits specified in the separate GMEBS Trust Agreement;

(D) that after the established termination date, any funds remaining in the Adopting Employer's Trust Fund shall not share in the gains or losses of the GMEBS Retirement Trust Fund, notwithstanding any provision of the GMEBS Basic Plan Document or separate GMEBS Trust Agreement to the contrary; and that any investment gains or losses that would otherwise be credited to or debited from the Adopting Employer's Trust Fund after the established termination date shall not be taken into account. Rather, after the established termination date through completion of the transfer of assets, any amount remaining in the Adopting Employer's Trust Fund shall earn interest at the same rate as the GMEBS active cash management account which shall be credited monthly until the transfer of assets is completed; and,

(E) that if the audit of the GMEBS Retirement Trust Fund for the year including the established termination date reflects that the value of the Adopting Employer's Trust Fund on the termination date was understated or overstated in

the unaudited financial statement relied upon, then GMEBS or the Adopting Employer shall remit to the other the amount of any overpayment or underpayment, unless said amount is less than One Thousand Dollars (\$1,000). Such remittance shall be made in a lump sum with interest. Said interest shall be calculated at the same rate as the GMEBS active cash management account and credited monthly as of the last day of each month following the established termination date up until the date of the remittance.

(6) Provide that the assets of the Plan will continue to be held by the successor trustee for the exclusive benefit of Participants and Beneficiaries.

(7) State that the existing retirement rights of Employees, Participants, and Beneficiaries shall not be impaired.

(8) Provide that upon completion of the transfer of assets, the GMEBS Board of Trustees shall have no further fiduciary responsibility for investment of the Adopting Employer's Trust Fund assets or payment of liabilities, and the Adopting Employer's Contract and participation under the separate GMEBS Trust Agreement and Trust Fund shall be considered terminated.

(9) Provide that, to the extent permitted by federal, state or local law, the Adopting Employer agrees to indemnify the Board of Trustees and the Administrator from and against any loss, liability or claim arising out of the Employer's maintenance of the Plan from and after the date of the final transfer of assets.

(10) Provide that the surviving plan must provide each Participant on whose behalf Plan assets are transferred a benefit equal to or greater than the benefit the Participant had accrued, if any, immediately before transfer of assets.

Section 18.05. Involuntary Termination.

(a) The Board may involuntarily terminate the Plan as to an Adopting Employer in the event of any of the following occurrences:

(1) Failure of the Employer to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner;

(2) Failure of the Adopting Employer to provide to GMEBS or respond to requests from GMEBS for information necessary for GMEBS to administer the Plan;

(3) Failure of the Adopting Employer to adequately fund the Plan in accordance with the GMEBS funding policy, or to adopt or abide by a funding action plan approved by the Board;

(4) Receipt of written notice from an Adopting Employer's Governing Authority of its intent to discontinue further Contributions;

(5) Insistence by the Employer on enforcing an amendment to the Adoption Agreement which the Board has disapproved; or

(6) Failure of the Adopting Employer to maintain qualification status under Code Sections 401(a) and 414(d).

(b) The rights, benefits, and entitlements under the Plan of any Participant, including those of the Participant's Beneficiary, any other provision of the Plan notwithstanding, before or after Retirement, death, or other termination of employment shall, upon the failure of the Adopting Employer to pay and to continue to pay its required Contributions, be limited as specified in this Article.

(c) In the event of an involuntary termination, the GMEBS Board may in its sole discretion adopt a resolution providing for: (i) designation of the members of the Employer's Governing Authority as successor trustees for the Plan; (ii) designation of a person or entity other than the Employer's Governing Authority as successor trustee for the Plan; or (iii) outright termination of the Plan and distribution of assets to Participants and Beneficiaries. The specific terms and conditions associated with involuntary termination shall be as provided in the Board resolution. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability arising from the exercise of its discretion as provided herein.

(d) The Administrator shall notify the Governing Authority, Participants, and Beneficiaries in writing of an involuntary termination and the reasons therefor. Said notice shall also fix a termination date. Upon the request of the Administrator, the Employer shall within a reasonable period provide the Administrator with the last known addresses of Participants and Beneficiaries for this purpose. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability for non-compliance with this paragraph arising from the failure of the Employer to provide such information to the Administrator.

(e) The Administrator shall determine the value of the Adopting Employer's Trust Fund as of the termination date in accordance with the procedures described in Section 18.05(b)(4) of this Article. The Board shall deduct from the Trust Fund a termination fee established by GMEBS for services provided in effecting termination of the Adopting Employer's participation in GMEBS.

(f) Successor Trustee.

(1) Governing Authority as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates the members of the Employer's

Governing Authority as successor trustees, the Adopting Employer shall be obligated to furnish GMEBS with a successor retirement plan and related documents as provided in Section 18.04(b)(5)(A). Distribution of assets to the Governing Authority or to a designee specified by the Governing Authority in writing, as successor trustee, shall then occur in accordance with the transfer procedures described in Section 18.04(b)(5). Payment of benefits to Retired Participants and Beneficiaries shall become the responsibility of the Governing Authority, as successor trustees, as of the termination date, except as otherwise provided in the Board's termination resolution.

(2) Other Entity as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates a successor trustee other than the members of the Employer's Governing Authority, distribution of assets to the successor trustee shall occur in accordance with the transfer procedures described in Section 18.04(b)(5) upon the Board's receipt of retirement plan and related documents as described in Section 18.04(b)(5)(A), and any other information reasonably requested by the Board. Payment of benefits to the Retired Participants and Beneficiaries shall become the responsibility of the successor trustee as of the termination date, except as otherwise provided in the Board's termination resolution.

(3) Termination without Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution terminates the Employer's Plan outright, the assets of the Employer's Trust Fund will not be transferred to a successor trustee, but will be distributed to Participants and Beneficiaries in accordance with and subject to the termination provisions of Section 18.03(b)-(f), except as otherwise provided in this subsection. The Employer shall provide current Participant information necessary to

calculate Accrued Benefits as required under Section 18.03(c), within a reasonable period after the Administrator's request for such information. Any excess assets remaining after satisfaction of Accrued Benefits and payment of the termination fee shall be distributed to the Employer.

(g) Freezing of Benefit Accruals. In the event of an Employer's failure to pay required Contributions, the GMEBS Board may by resolution freeze benefit accruals under the Employer's Plan, as an alternative to involuntary termination. If the Board adopts such a resolution, the Employer's Plan must continue to be maintained as a qualified plan and the Employer will be responsible for funding benefits as determined under the frozen Plan's provisions. The Board's resolution to freeze benefit accruals shall specify the extent to which Service and Earnings after the freeze date will or will not be counted for purposes of computing the amount of benefits payable under the Plan, and for purposes of meeting the minimum service requirements for vesting and benefit eligibility under the Plan. The resolution shall also specify the conditions for recommencing benefit accruals under the Plan. The resolution may also provide that, in the event of an Employer's continued failure to pay required Contributions, the Employer's Plan will be terminated outright as of a date certain or upon the Board's adoption of a resolution providing for outright termination, consistent with the provisions of subsection (f)(3).

(h) The Board in its discretion may require an Employer to obtain appropriate IRS approval of the qualified status of the terminating Plan or a successor plan.

(i) In the event that an Adopting Employer fails to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or the separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner,

the Board may in its sole discretion pursue any other legal or equitable means that it deems appropriate, including the filing of a writ of mandamus, to facilitate such compliance.

Section 18.06. Termination of the Basic Plan Document by the Board. The Board reserves the right to completely terminate the Basic Plan Document and the separate GMEBS Trust Agreement. In such an event, the provisions of Section 18.03 shall be applied to each Adopting Employer.

ARTICLE XIX.

NON-ALIENATION OF BENEFITS

(a) None of the benefits, payments, proceeds, or distributions payable under the Plan shall be subject to the claim of any creditor of any Participant or to the claim of any creditor of any Beneficiary hereunder, or to any legal process of levy or attachment by any creditor of any such Participant or Beneficiary; and no such benefits shall be in any manner liable for or subject to the debts, liabilities, engagements, or torts of any Participant or Beneficiary; and neither shall any such Participant or Beneficiary have any right to alienate, commute, anticipate, transfer, encumber, pledge, or assign any of the benefits, payments, proceeds, or distributions under this Plan.

(b) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment to the Adopting Employer or GMEBS on behalf of a Retired Participant for the limited purpose of paying for a contribution or premium for a post retirement benefit offered by the Adopting Employer or GMEBS, if the Retired Participant elects to have such deduction and direct payment made. An election by the Retired Participant for such deduction and direct payment may be revoked at any time.

(c) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment on behalf of a Retired Participant as provided under Section 845(a)(4)(D) of the Pension Protection Act of 2006 in its current form or as amended, and as interpreted by the Internal Revenue Service, for the limited purpose of paying premiums for coverage for an eligible retired public safety officer, the Participant's spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract as defined in Section 7702B(b) of Title 26 of the United States Code, if the Retired Participant elects to have such deduction and direct payment made. An election by a Retired Participant for such deduction and direct payment may be revoked at any time.

ARTICLE XX.

MISCELLANEOUS

Section 20.01. Construction.

(a) Words used in this Plan in the singular or plural shall be construed as being in the plural or singular where appropriate.

(b) The Plan shall be construed, enforced, and administered and the validity thereof determined in accordance with the Code, and, when not inconsistent with the Code, the laws of the State of Georgia and the bylaws of the Board.

(c) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute a qualified governmental retirement plan under the provisions of Code Sections 401 and 414(d) and the Trust as exempt from tax under Code Sections 501 and 115, and (ii) causes the Plan to comply with all applicable requirements of the Code and federal law shall prevail over any different interpretation.

(d) In resolving any conflict between the Plan and any policy or contract issued under the Plan, the provisions of the Plan shall prevail.

(e) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(f) The terms of this Basic Plan Document shall control except as otherwise provided in an Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), as accepted by or on behalf of the GMEBS Board, in which case the terms of the Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement) shall control.

(g) Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(1) as conferring upon any Participant, beneficiary, or any other person a right or claim against the GMEBS Investment Fund, the Trust Fund, the Trustees, the Adopting Employer, or the Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(2) as a contract or Agreement between the Adopting Employer and any Participant or other person;

(3) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Adopting Employer or any Participant or other person to continue or terminate the employment relationship at any time; or

(4) as giving any Participant the right to be retained in the service of the Adopting Employer or to interfere with the right of the Adopting Employer to discharge any Participant or other person at any time.

Section 20.02. Non-Diversion.

(a) The assets of the Plan shall never inure to the benefit of an Adopting Employer and shall be held for the exclusive purposes of providing benefits to Participants in the Plan and their beneficiaries and defraying reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, except in the case of a contribution which is made by an Adopting Employer under a mistake of fact as determined solely by the Administrator. Such contribution shall be returned to the Adopting Employer, upon demand, and shall be reduced for any loss incurred but unadjusted for any gains earned during the time the mistaken contribution was part of the Trust Fund.

(b) Trust assets shall be managed in compliance with Code Section 503(b).

Section 20.03. Legally Incompetent; Power of Attorney. Any Participant, Retired Participant, Terminated Vested Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of such person's estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment, provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under

the Plan. No person may act as an attorney-in-fact for an Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney-in-fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

Section 20.04. Benefits Supported Only by Trust Fund. Any person having any claim under the Plan shall look solely to the assets of the Trust Fund for satisfaction. In no event shall the Adopting Employer, or any of its employees or agents, be liable in their individual capacities to any person whomsoever, under the provisions of the Plan or of the separate GMEBS Trust Agreement.

Section 20.05. Non-Discrimination. The Adopting Employer, through the Pension Committee, shall administer the Plan in a uniform and consistent manner with respect to all Participants.

Section 20.06. Limitation of Liability; Legal Actions.

(a) It is expressly understood and agreed by each Employee who becomes a Participant hereunder that, except for willful neglect or fraud, neither the Adopting Employer, the Plan Representative, nor the Board of Trustees shall be in any way subject to any suit or litigation, or to any legal liability, for any cause or reason or thing whatsoever, in connection with the Plan or its operation, and each such Participant hereby releases the Adopting Employer,

all its employees and agents, the Plan Representative, and the Board of Trustees from any and all liability or obligation.

(b) The Adopting Employer and the Plan Representative shall be the only necessary parties to any action or proceeding involving any rights under the Plan or the proper administration thereof, and no Participant, Beneficiary, or other persons having or claiming to have an interest in the Plan shall be entitled to any notice of process. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have an interest in the Plan.

Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. Any person or a group of persons may serve in more than one (1) fiduciary capacity with respect to the Plan.

Section 20.07. Claims. Any payment to a Participant or Beneficiary, or to their legal representatives, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Plan Representative or the Adopting Employer, either of which may require such Participant, Beneficiary, or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Representative or the Adopting Employer.

Section 20.08. Errors in Benefits.

(a) Effective upon issuance of an Internal Revenue Service favorable opinion letter which covers this provision, notwithstanding any provision in this Section 20.08 to the contrary, any action upon an underpayment or overpayment shall be brought within six (6) years after the

same becomes due and payable. Likewise, GMEBS shall not be required to correct any underpayment or overpayment more than six (6) years after said underpayment or overpayment occurred.

(b) Underpayments. Any underpayments from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative errors shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. Underpayments shall be made up from the Adopting Employer's Trust Fund. Effective with respect to underpayments corrected on or after January 1, 2017, in the event a Retired Participant, Pre-Retirement Beneficiary or Post-Retirement Beneficiary to whom a corrective payment is due dies before such payment is made, said corrective payment shall be paid to such Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's designated beneficiary, as defined in this subsection (b) or, if there is no such designated beneficiary, to the deceased Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of such Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(c) Overpayments. In the event of an overpayment from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative error, the following provisions shall apply:

(1) Corrective Amendment Option. In the event of an overpayment that is due to misapplication of the terms of the Plan, the Adopting Employer may be provided the opportunity to amend its Adoption Agreement (a "Corrective Amendment") in order to provide for such overpayment to be permissible under the terms of the plan, but only if the Corrective Amendment is consistent with the circumstances resulting in the overpayment and with the Basic Plan Document, as determined by the Administrator. The Corrective Amendment may be effective either retroactively only, or both retroactively and prospectively.

(2) Determination of Reasonableness of Collection from Retired Participants or Beneficiaries. In the event that the Adopting Employer does not adopt a Corrective Amendment, or that the circumstances resulting in the overpayment or the Basic Plan Document would not permit such an amendment, the Administrator and the Adopting Employer will consult in making a determination of whether collection of the overpayment (in full or in part) from a Retired Participant or Beneficiary is reasonable under the particular facts and circumstances involved. In their determination, the Administrator and the Adopting Employer shall consider (1) the hardship of collection on the Retired Participant or Beneficiary; (2) any legal impediments to collection; and (3) the potential risk of litigation if collection is pursued, in consultation with the affected Adopting Employer's counsel.

(3) Failure to Reach Agreement on Reasonableness of Collection. If the Administrator and the Adopting Employer cannot reach agreement within six (6) months as to whether collection of an overpayment from a Retired Participant or Beneficiary is

reasonable, the Board shall make this determination, considering the factors outlined above in paragraph (2).

(4) Collection Process. If a determination under this subsection is made that collection from the Retired Participant or Beneficiary is reasonable, the overpayment shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or, effective on and after January 1, 2014, such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. In collecting amounts of the overpayment (in full or in part), the Administrator shall have the discretion to use any of the following options: (i) single sum payments; (ii) installment payments; (iii) actuarial reduction of future Retirement payments; or (iv) deductions from Retirement payments. Retirement payment deductions shall not exceed fifty percent (50%) of the amount of payment from which the deduction is made.

(5) Corrective Payment by Adopting Employer. If full collection of an overpayment is not achieved, either because of a determination that full collection from the Retired Participant or Beneficiary is not reasonable, or because efforts at collection do not result in a full collection of the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any uncollected overpayment, including interest as calculated under paragraph (4) ("corrective contribution"). Any corrective contribution by a Participating Employer must be made at the same time that the next regular employer contribution is due under the Plan. In the event employer contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(6) Alternative Correction Approach. If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

(d) Overpayments Due to Delay in Notification of Death of Participant or Beneficiary.

(1) In the event that GMEBS makes a payment to a Retired Participant or to a beneficiary following the death of such Participant or beneficiary, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover said overpayment for a period of 60 days after receiving notice from the Adopting Employer of the Participant's or beneficiary's death. If after 60 days from the date on which GMEBS receives notice of the Participant's or beneficiary's death, GMEBS is unable to recover the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any such uncollected overpayment, including interest as calculated under paragraph (c)(4) above ("corrective contribution"). Any corrective contribution by an Adopting Employer must be made at the same time that the next regular Employer Contribution is due under the Plan. In the event Employer Contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(2) If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS Board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

Section 20.09. Notice. Any notice given under the Plan shall be sufficient if given to: (1) the Board if addressed to the Administrator at its office; (2) the Adopting Employer if addressed to the address of the Governing Authority indicated in the Adoption Agreement; or (3) a Participant or Beneficiary, when addressed to the Participant at the Participant's address as it appears in the records of the Administrator or the Adopting Employer.

Section 20.10. Right of Recovery. If the Administrator makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator may recover that incorrect payment, whether or not it was made due to the error of the Administrator, from the person to whom it was made, or from any other appropriate party. If any such incorrect payment is made directly to a Participant, the provisions of Section 20.08 apply.

Section 20.11. Evidence of Action. All ordinances, resolutions, forms, orders, requests, documents and instructions provided to the Administrator by an Adopting Employer or by any duly authorized representative (e.g., Plan Representative or Pension Committee Secretary), shall

be in writing and the Administrator shall be fully protected in acting in accordance with such ordinances, resolutions, forms, orders, requests, documents and instructions.

Section 20.12. Reliance. The Administrator or Board shall not incur any liability in acting upon any notice, request, signed letter, telegram, form, or other paper or document believed by the Administrator or Board to be genuine or to be executed or sent by an authorized person.

Section 20.13. Information to Administrator. As a condition precedent to GMEBS's administration of the Plan, the Adopting Employer shall provide current information to the Administrator including but not limited to the name, date of birth, date of employment, Enrollment Date, annual Earnings, leaves of absences, Vesting eligibility, Credited Service and Termination date for each Eligible Employee who is or who is expected to become a Participant under the Plan, together with any other information which the Administrator deems necessary. The information provided by the Adopting Employer to the Administrator shall be conclusive as to all persons.

Section 20.14. Participant Data to Administrator. Each Participant and each Beneficiary of a deceased Participant, as applicable, must provide the Administrator any evidence, data or other information as requested by the Administrator for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant furnishes promptly full, true and complete evidence, data and information when requested by the Administrator. The Administrator shall advise each Participant of the effect of the failure to comply with its request.

Section 20.15. Treatment of Vacated Court Orders. Notwithstanding any provision to the contrary, a period of employment that was compelled by court order which was

subsequently vacated, reversed, or otherwise set aside shall not count as Credited Service under the Plan, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. Likewise, Earnings paid to a Participant during any such period shall not be used to compute the Participant's Final Average Earnings, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. In the event such a Participant Retires before the order compelling the Participant's reinstatement is vacated, reversed, or otherwise set aside, the Participant's Credited Service and Final Average Earnings shall be revised following such reversal, vacation or otherwise setting aside of the Participant's reinstatement, and the Participant's Retirement benefits shall be recalculated and adjusted accordingly, effective the first day of the month following such action. Any overpayments to the Participant resulting from including Credited Service and Earnings from any such period or partial period of employment during which the Participant did not satisfy the eligibility requirements for participation under the Plan shall be corrected in accordance with Section 20.08 of the Basic Plan Document.

Section 20.16. Entire Plan. The Plan document and the documents incorporated by reference herein shall constitute the only legally governing documents for the Plan. No statement by the Trustees, Adopting Employer, or Administrator shall be used in any claim unless in writing, signed by the party against whom the claim is being made.

The terms of the foregoing Basic Defined Benefit Plan Document are hereby adopted and agreed to pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System.

APPENDIX
REFERENCED SECTIONS OF O.C.G.A.

Copies of sections of the Official Code of Georgia Annotated ("O.C.G.A.") referenced herein, as in effect on the date of adoption of this amended and restated Basic Plan Document, are attached hereto and made a part hereof. The Georgia legislature may amend the provisions of the attached O.C.G.A. sections from time to time. Any such amendments by the Georgia legislature are afforded no reliance by the currently issued IRS opinion letter.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider March 21, 2024 City Council Meeting Minutes

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Unofficial March 21, 2024 City Council Meeting Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting
Thursday, March 21, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

Mayor Asbridge called the council meeting to order at 6:03 p.m.

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

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, City Planner Yu Peng, Finance Director Matt Hamby, Human Resources Director Krystle Hightower, Public Works & Utilities Director Bill Whidden, Police Chief Hulsey, Director of Fun Renee Carden, and City Attorney Ted Baggett

Absent: None

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

There was a motion made to approve the agenda as presented.

MOTION: Chris Mundy

SECOND: William McDaniel

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

AWARDS & RECOGNITIONS:

Mayor Asbridge presented Budget Manager Nancy Rodriguez and Human Resources Director Krystle Hightower with the GFOA's Distinguished Budget Presentation Award for its Fiscal Year 2023 budget from the Government Finance Officers Association. This award is presented to those individuals who have been instrumental in their government unit. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards. The City of Flowery Branch has received this award for four consecutive years.

NEW BUSINESS -WORK SESSION:

Discussion Concerning Micro Brewery and Distillery Uses in the Central Business District (CBD).

Josh Roberts presented a discussion regarding a potential microbrewery and distillery use in the Central Business District. Over the past year, Mr. Roberts and his business partner have consulted with over ten Metro Atlanta brewery owners and industry lawyers to develop their business plan. Selling cocktails alongside beer is crucial for success, necessitating both a brewery and distillery license. Unfortunately, the Central Business District does not permit this as allowed use at this time. Their vision is family friendly, offer high quality beer and cocktails, cultivate a vibrant downtown experience, and a collaboration with local food vendor, Nick St. Clair of Antebellum.

Council held a discussion with Mr. Roberts.

Consideration of a Contract for Early Works Package Amendment to the CMAR Contract with Archer Western Construction.

Mr. Chris Carr presented consideration of authorizing a contract modification with Archer Western Construction as the construction manager at risk services for the construction of the Flowery Branch Wastewater Treatment Plant Expansion (WTP) for the early works dewatering and equalization tank modifications.

The City of Flowery Branch engaged Archer Western as the CMAR for the Flowery Branch water reclamation facility (WRF) expansion to expand the WRF. During the design of the WRF expansion additional facility needs were identified as urgent repair/replacement/modification needs. These items related to the dewatering system and equalization tank were moved into an early works construction package as they were not part of the original expansion scope and have a more urgent implementation need.

The construction manager at risk role was originally advertised via a request for proposal (RFP) process and included an interview phase for all proposers. A total of four reputable and experienced firms proposed for the CMAR role. Using the provided proposals, interviews, and contractor provided cost markup sheet the best value CMAR was identified to be Archer Western Construction (AW). AW has worked with the engineering design firm, ESG Engineering, Inc., to get to the 80% Design and GMP milestone which was achieved on March 18th. The current CMAR contract with AW included early phase support with an understanding that amendments would need to be made for the construction support portion of the project. For the early works package the scope of work includes a new dewatering belt filter press, solids conveyors, canopy, concrete paving, and associated electrical work. In addition to the dewatering components, it also includes new aeration and mixing equipment in the Equalization Tank and the associated electrical work. AW has provided a Lump Sum guaranteed maximum price (LS GMP) to complete the early works package. All equipment included in this effort went through a proposal process to select the best value for the City of Flowery Branch. This work will begin

immediately upon contract execution and is scheduled to be finished by the middle of February 2025 due to equipment lead times.

The funding for this project is approximately \$900,000 from American Rescue Plan Act (ARPA) funds and \$1,565,430 from the Water and Wastewater Enterprise Fund's system development charges.

Council held a discussion with Mr. Carr.

Consideration of Awarding the Road Resurfacing Improvements Project Contract to the Low Bidder, Baldwin Paving Company, Inc., in the Amount of \$1,645,269.

City Manager Parrish presented consideration of awarding the road resurfacing improvements project contract to Baldwin Paving Company, Inc. in the amount of \$1,645,269. The City obtained \$193,419 in funding via the Local Maintenance & Improvement Grant (LMIG) grant funding program, which is administered by the Georgia Department of Transportation and provides funding to local governments for the purposes of constructing roadway improvements. To facilitate the selection of roads for paving, the City engaged ESG Engineering to perform a City-wide roadway/pavement assessment through the use of third-party proprietary artificial intelligence technology. After reviewing the results of the assessment, the City identified roads in need of resurfacing based on physical pavement deterioration and criticality/traffic usage. ESG Engineering recommends awarding the project to the lowest bidder, Baldwin Paving Company, Inc., at the low bid price of \$1,645,269.00. However, given the City's \$2.5M budget and the low bidder's pricing, the City may choose to identify additional roads to be included in the project. Should the City choose to do so, those roads may be added to the project via contract change order, though contract time will likely need to be increased to account for the additional work.

Council held a discussion with City Manager Parrish.

Consideration of Awarding a Contract for Construction of a 12" Water Transmission Main to Civil Construction & Utilities, LLC.

City Manager Parrish presented a consideration of awarding a contract for construction of a 12" water transmission main to Civil Construction & Utilities, LLC. Currently there is a network of smaller diameter distribution water mains between the Roberts Drive and Gainesville Street tanks. Installation of a larger transmission main will allow water to move more freely and efficiently between the tanks making them easier to fill and improving water and pressure and flow within the downtown Flowery Branch area. The City issued a solicitation for the bid and received four bids on the water main. Construction is anticipated to be completed approximately six (6) months from the time of award.

DEPARTMENT REPORTS:

Department of Fun Report:

Director Carden noted upcoming events.

Public Works & Utilities Report:

Director Whidden reported that he has hired a new Public Works Manager, Jordan Parham. He also gave an update on the railroad repairs being done by Norfolk Southern.

Attorney Report:

Attorney Baggett reported there is a technical correction in Ordinance 708, Section 2, the language was corrected to read “A conditional use permit to operate a crematory facility” instead of reading “A conditional use permit to operate a self-storage facility.”

Council Report:

Council Member Mundy congratulated the finance department for the budget award.

Council Member Mezzanotte appreciated several different City departments for their hard work. He also congratulated the finance department, and he appreciates their hard work.

Mayor Asbridge noted businesses open on Main Street and events happening in the City.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 6:41 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:41 p.m.

PUBLIC COMMENTS:

Bryan Puckette, 5011 Atlanta Highway, Flowery Branch, Georgia.

Mr. Puckette reported historical details on the Flowery Branch Depot.

Mark Weber, 6114 Stella Light Drive, Flowery Branch, Georgia.

Mr. Weber wanted to speak about zoning ordinances and the law.

CONSENT AGENDA:

Consider March 7, 2024 City Council Meeting Minutes

There was a motion made to approve the consent agenda as presented.

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

UNFINISHED BUSINESS - VOTING SESSION:

Consider Second Reading of Ordinance 706 for an Annexation Request submitted by PR Land Investment.

Clerk Cooper read the caption for Ordinance 706 for an annexation request submitted by PR Land Investment.

There was a motion made to approve the second reading of Ordinance 706 for an annexation request.

MOTION: Joe Anglin
SECOND: Oliver McClellan

Council Member Mezzanotte stated there are too many variances in this development.

AYES: Joe Anglin, Oliver McClellan, Chris Mundy
NAYS: William McDaniel, Joseph Mezzanotte
Motion carried

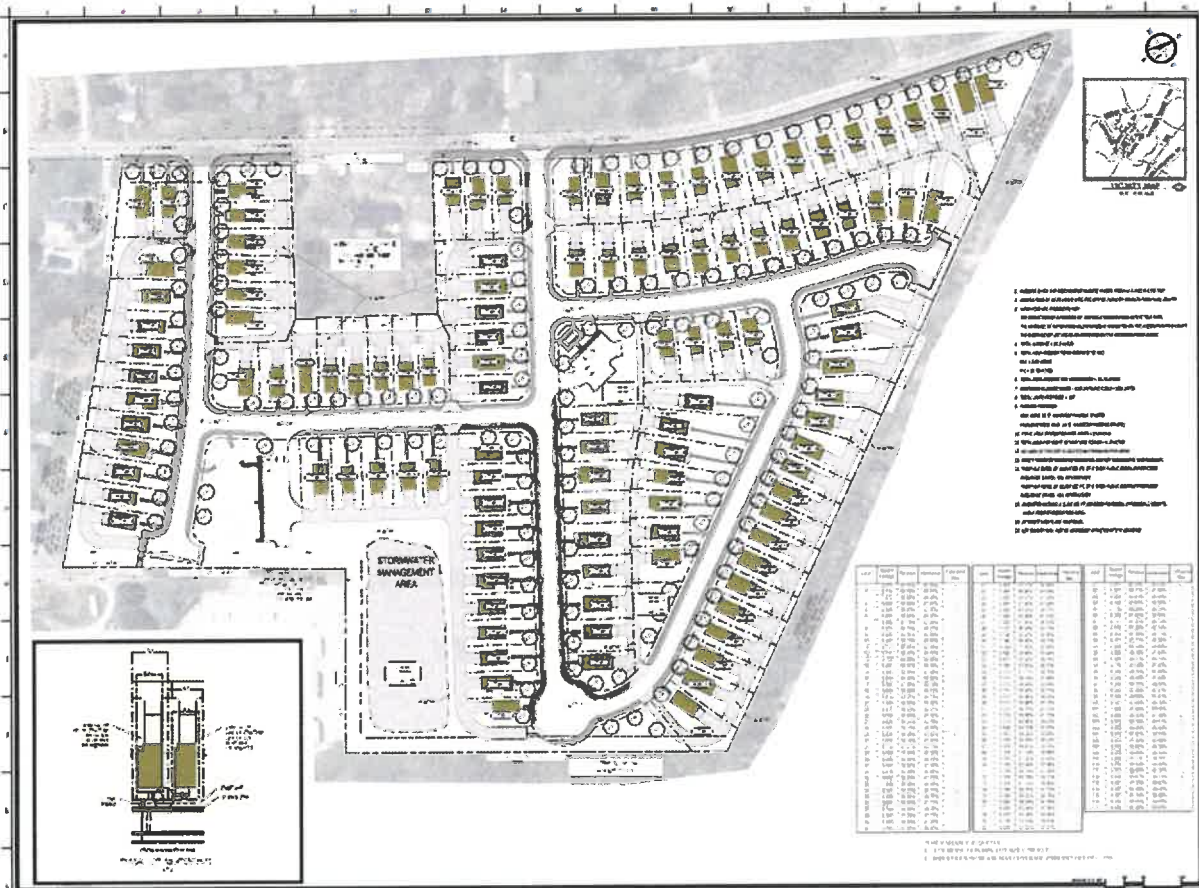
Consider Second Reading of Ordinance 707 for a Rezoning Request submitted by PR Land Investment.

Clerk Cooper read the caption for Ordinance 707 for a rezoning request submitted by PR Land Investment.

There was a motion made to approve the second reading of Ordinance 707 with a few additional amendments from the first reading within the conditions of rezoning. The following notations from the conditions were specifically read into the record:

- 1. The project must not exceed 115 single-family homes.

- 3. C. iv. No fences are allowed in the front yard except for those lots that front Gainesville Street. Those lots shall have four foot, black, aluminum decorative fences which shall be installed by the builder at the time of home construction.
- 3.C.v. All fences located in the rear shall be four foot, black, aluminum, and decorative.
- 8. The use of alternate street standards as provided in Section 1017 of the Subdivision and Land Development Ordinance is hereby approved, including, specifically, the use of one-way alleys where feasible.
- 9. Project shall generally adhere to the plan shown below excepting that the green space including the mail kiosk shall be expanded to include the area currently shown as lots 65 and 66 (generally shown below), resulting in a total of 115 lots.





MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, Chris Mundy
NAYS: William McDaniel, Joseph Mezzanotte
Motion carried

Consider Second Reading of Ordinance 708 for a Conditional Use Permit for a Crematory Addition request submitted by Mr. Kevin Wetzel.

Clerk Cooper read the caption for Ordinance 708 for a Conditional Use Permit for a crematory addition.

There was a motion made to approve the second reading of Ordinance 708 for a conditional use permit for a crematory addition.

MOTION: Chris Mundy

SECOND: Oliver McClellan

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

NEW BUSINESS - VOTING SESSION:

Consider Ordinance 709 - Adoption of the City of Flowery Branch Zoning Map.

Clerk Cooper read the caption for Ordinance 709, adoption of the City of Flowery Branch Zoning Map.

There was a motion made to approve Ordinance 709.

MOTION: Joe Anglin

SECOND: William McDaniel

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

Consideration of a Contract for Early Works Package Amendment to the CMAR Contract with Archer Western Construction.

There was a motion made to approve the Early Works Package guaranteed maximum price (GMP) of \$2,656,430 and approve entering into a contract amendment to the existing CMAR contract with Archer Western Construction.

MOTION: William McDaniel

SECOND: Chris Mundy

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

Consideration of Awarding the Road Resurfacing Improvements Project Contract to the Low Bidder, Baldwin Paving Company, Inc., in the Amount of \$1,645,269.

There was a motion made to approve awarding the Road Resurfacing Improvements Project contract to the lowest bidder, Baldwin Paving Company, Inc., in the amount of \$1,645,269.

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

Consideration of Awarding a Contract for Construction of a 12" Water Transmission Main to Civil Construction & Utilities, LLC.

There was a motion made to award and approve the contract to Civil Construction & Utilities, LLC., for the construction of the 12" water transmission main project for an amount not to exceed \$1,489,500; and to authorize the Mayor to sign the contract subject to the City Attorney's approval.

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

EXECUTIVE SESSION:

There was a motion made to enter executive session for matters related to pending or potential litigation, matters related to the acquisition/disposition of real estate and for matters related to certain personnel issues at 6:57 p.m.

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

There was a motion made to exit executive session at 7:19 p.m.

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

ADJOURNMENT:

There was a motion made to adjourn the meeting at 7:19 p.m.

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

Edward R. Asbridge, Mayor

Date

Shelia Cooper, City Clerk

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

ORDINANCE NO. 706

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, REAL PROPERTY TOTALING 10.73 +/- ACRES OF LAND, OWNED BY KATHY S. TAYLOR, ADMINISTRATOR, IDENTIFIED AS 5170 CHURCH ST, TAX PARCEL 08112 012001 AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Kathy S. Taylor, Administrator, owns the subject parcel of land identified as Parcel Tax Identification No. 08112 012001 as shown on Exhibit "A", and as described on Exhibit "B"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application of Kathy S. Taylor, Administrator, and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Community Agenda for annexation into the City's corporate limits; and

WHEREAS, said parcels of land identified as Parcel Tax Identification No. 08112 012001 is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

WHEREAS, Kathy S. Taylor, Administrator, has submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being annexed, and whereas a survey and complete description of the subject parcels being considered to be annexed, is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of December 7, 2023, 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. RECITALS.

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

SECTION 2. ANNEXATION.

The City Council of Flowery Branch, Georgia, does hereby annex and include within the corporate limits of the City of Flowery Branch, Georgia real parcels of land known as Parcel Tax Identification No. 08112 012001 as shown on Exhibit "A", and as described on Exhibit "B". Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. CERTIFICATION BY THE CITY CLERK

The City Council of Flowery Branch, Georgia, authorizes and directs the City Clerk of Flowery Branch, Georgia to certify this Ordinance and attached Exhibits and have a certified copy of this Ordinance and its Exhibits filed with the Department of Community Affairs and any other public official or agencies as required by law.

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.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be March 21st, 2024.

SECTION 6. REPEALER.

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

Approved this 21st day of March 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Ted C. Baggett, City Attorney

3



Exhibit "B"

Overall Acreage of Property

Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8th District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;
thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;
thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;
thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;
thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;
thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;
thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);
thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;
thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;
thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;

thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;

thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.

Portion of property to be Annexed

Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8th District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

ORDINANCE NO. 707

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING REAL PROPERTY TOTALING 10.73+/- ACRES OF LAND, OWNED BY KATHY S. TAYLOR, ADMINISTRATOR, IDENTIFIED AS 5170 CHURCH ST, TAX PARCEL 08112 012001 AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B"; TO BE REZONED FROM HALL COUNTY AGRICULTURAL RESIDENTIAL (AR III), FLOWERY BRANCH DETACHED SINGLE FAMILY, LOW-DENSITY DISTRICT (R-1) AND FLOWERY BRANCH LIGHT MANUFACTURING AND INDUSTRIAL DISTRICT (M-1) TO FLOWERY BRANCH TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT (TND), AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B", AND AS CONDITIONED ON ATTACHED EXHIBIT "C", PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Kathy S. Taylor, Administrator, owns the subject parcel of land identified as Parcel Tax Identification No. 08112 012001 as shown on Exhibit "A", and as described on Exhibit "B"; and

WHEREAS Kathy S. Taylor, Administrator, has 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 December 7th, 2023 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 Hall County Agricultural Residential (AR III), Flowery Branch Detached Single Family, Low-Density District (R-1) and Flowery Branch Light Manufacturing and Industrial District (M-1) to Flowery Branch 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.

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

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.
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 subject parcels, as shown on Exhibit “A” and as legally described in Exhibit “B”, are hereby rezoned from Hall County Agricultural Residential (AR III), Flowery Branch Detached Single Family, Low-Density District (R-1) and Flowery Branch Light Manufacturing and Industrial District (M-1) to Flowery Branch Traditional Neighborhood Development District (TND) and conditioned as shown on attached Exhibit “C”. Said Exhibits are incorporated.

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.

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

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.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be March 21st, 2024.

SECTION 6. REPEALER.

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

Approved this 21st day of March 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

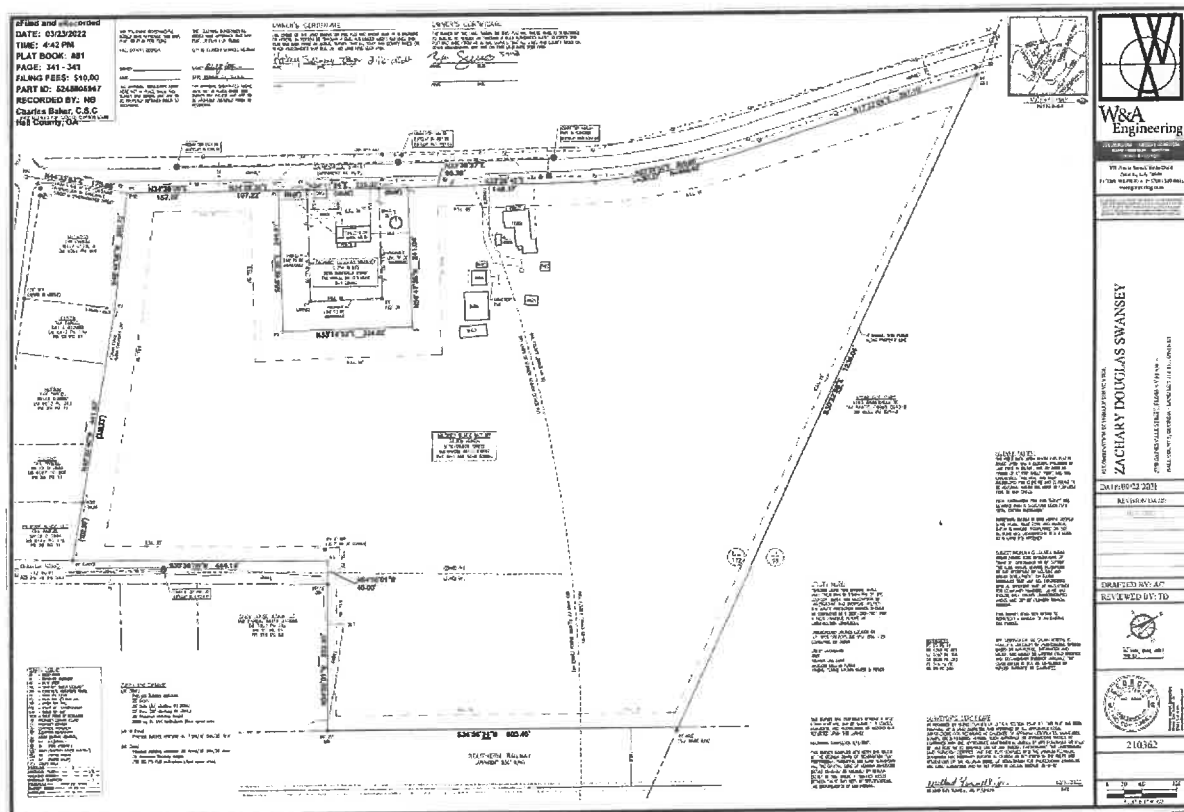
APPROVED AS TO FORM

Ted C. Baggett, City Attorney

11/01/2023
12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

Exhibit "A"



Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

Exhibit "B"

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

Overall Acreage of Property

Survey Legal Description for Parcel 08112 012001:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8th District, Hall County, Georgia, containing 23.302 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street, said pin being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;
thence leaving said right-of-way and following a course bounded by the property now or formerly of Zachary Douglas Swansey, South 56 degrees 49 minutes 50 seconds East with a distance of 244.61 feet to an 1/2" iron pin set;
thence North 33 degrees 16 minutes 52 seconds East with a distance of 244.82 feet to an 1/2" iron pin set;
thence North 56 degrees 47 minutes 35 seconds West with a distance of 241.04 feet to an 1/2" iron pin set on the southerly right-of-way of Gainesville Street;
thence leaving said course and following along said right-of-way, North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;
thence North 33 degrees 25 minutes 45 seconds East with a distance of 148.37 feet to a point;
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 605.45 feet to an 1/2" iron pin found;
thence leaving said course and following a course bounded by the property now or formerly of Show House Design LLC., North 54 degrees 55 minutes 01 seconds West with a distance of 252.65 feet to an 1/2" iron pin found on the Easterly right-of-way of Church Street (40' R/W);
thence leaving said course and following said right-of-way, North 54 degrees 55 minutes 01 seconds West with a distance of 40.00 feet to an 1/2" iron pin set;
thence South 35 degrees 36 minutes 08 seconds West with a distance of 444.19 feet to an 1/2" iron pin found;
thence leaving said right-of-way and following a course bounded by the property now or formerly of FB Ever Ready LLC., North 45 degrees 30 minutes 40 seconds West with a distance of 102.20 feet to an 1/2" iron pin found;

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

thence leaving said course and following a course bounded by the property now or formerly of Coggins to an unspecified point, thence leaving said course and following a course bounded by the property now or formerly of Hutson, North 45 degrees 30 minutes 40 seconds West with a distance of 339.73 feet to an 1/2" iron pin set;

thence leaving said course and following a course bounded by the property now or formerly of Millwood, North 48 degrees 46 minutes 08 seconds West with a distance of 200.72 feet to the TRUE POINT OF BEGINNING.

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

Portion of property to be Annexed

Survey Legal Description for Parcel 08112 012001 Within Zone AR-III:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 112 / 8th District, Hall County, Georgia, containing 10.731 acres of land, more or less, and being more particularly described as:

COMMENCING at a nail at the centerline intersection of Gainesville Street (60' R/W) and Chattahoochee Street, thence North 44 degrees 33 minutes 53 seconds East with a distance of 175.88 feet to an iron pin set on the southerly right-of-way of Gainesville Street;
thence following along said right-of-way, North 34 degrees 39 minutes 58 seconds East with a distance of 157.22 feet to a point;
thence North 34 degrees 26 minutes 30 seconds East with a distance of 107.22 feet to an 1/2" iron pin set;
thence North 34 degrees 11 minutes 24 seconds East with a distance of 225.02 feet to an 1/2" iron pin set;
thence North 33 degrees 36 minutes 27 seconds East with a distance of 98.38 feet to a point;
thence North 33 degrees 25 minutes 43 seconds East with a distance of 13.16 feet to a point within Hall County limits (Zoned AR-III), said point being the TRUE POINT OF BEGINNING.

Thence North 33 degrees 25 minutes 45 seconds East with a distance of 135.22 feet to a point;
thence following along an arc of a curve to the left, said curve having a radius of 1148.40 feet, having a chord bearing of North 25 degrees 26 minutes 55 seconds East and a chord distance of 359.88 feet, and an arc length of 361.37 feet to a point;
thence North 17 degrees 22 minutes 06 seconds East with a distance of 397.10 feet to an iron axle found;
thence leaving said right-of-way and following a course bounded by the property now or formerly of Nedra Ann Jones, South 30 degrees 22 minutes 58 seconds East with a distance of 1236.04 feet to a point on Southern Railway (200' R/W);
thence leaving said course and following along the northerly right-of-way of said railway, South 34 degrees 56 minutes 24 seconds West with a distance of 169.13 feet to a point;
thence leaving said right-of-way and following a course bounded by the City Limits of Flowery Branch (Zoned M1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 58 degrees 25 minutes 06 seconds West and a chord distance of 266.83 feet, and an arc length of 266.94 feet to a point;
thence leaving said course and following a course bounded by the City Limits of Flowery Branch (Zoned R1), along an arc of a curve to the left, said curve having a radius of 2597.33 feet, having a chord bearing of North 69 degrees 02 minutes 48 seconds West and a chord distance of 694.59 feet, and an arc length of 696.68 feet to the TRUE POINT OF BEGINNING.

Exhibit "C"

Approve the request as submitted with the following conditions:

1. Project shall not exceed 115 single-family homes.
2. Variances are permitted and limited to the site plan requested. The development shall adhere to the following requirements as designated by the site plan:
 1. Request is for the rezoning of the subject parcel from AR III (Hall County), M-1 and R-1 to TND
 2. Annexation of 10.73 acres into the City of Flowery Branch from Hall County.
 3. Variances are approved for:
 - The reduction of a portion of sidewalk widths from 8 feet to 5 feet.
 - The increase of impervious allowances as indicated on the accompanying chart (see attachment "A")
 - The decrease of lot areas as indicated on the accompanying chart (see attachment "A")
 - Variation from the requirement that streets "be designed in a grid-like pattern of blocks and interconnecting streets"
 - Minimum landscaped open space
 4. Total acreage = 23.3 acres
 5. Total area request to be rezoned to TND
 - M-1 = 2.64 acres
 - R-1 = 9.93 acres
 - AR III = 10.73 acres (annexed portion)
 6. Total area request for annexation and rezoning to TND = 10.73 acres
 7. Maximum allowed units = $(6.5 \text{ units/ac} \times 23.3) = 151 \text{ units}$
 8. Total units proposed = 115
 9. Parking provided:
 - Mail kiosk 12
 - Pavilion/Pickle ball 14
 10. Amenities include an approximately 1,200 sq. ft. Covered pavilion, 3 pickleball courts and a passive recreation area.
 11. 12 streetlights are proposed, subject to regulations and approval of Georgia Power.
 12. Any major changes to the development will require City Council approval.

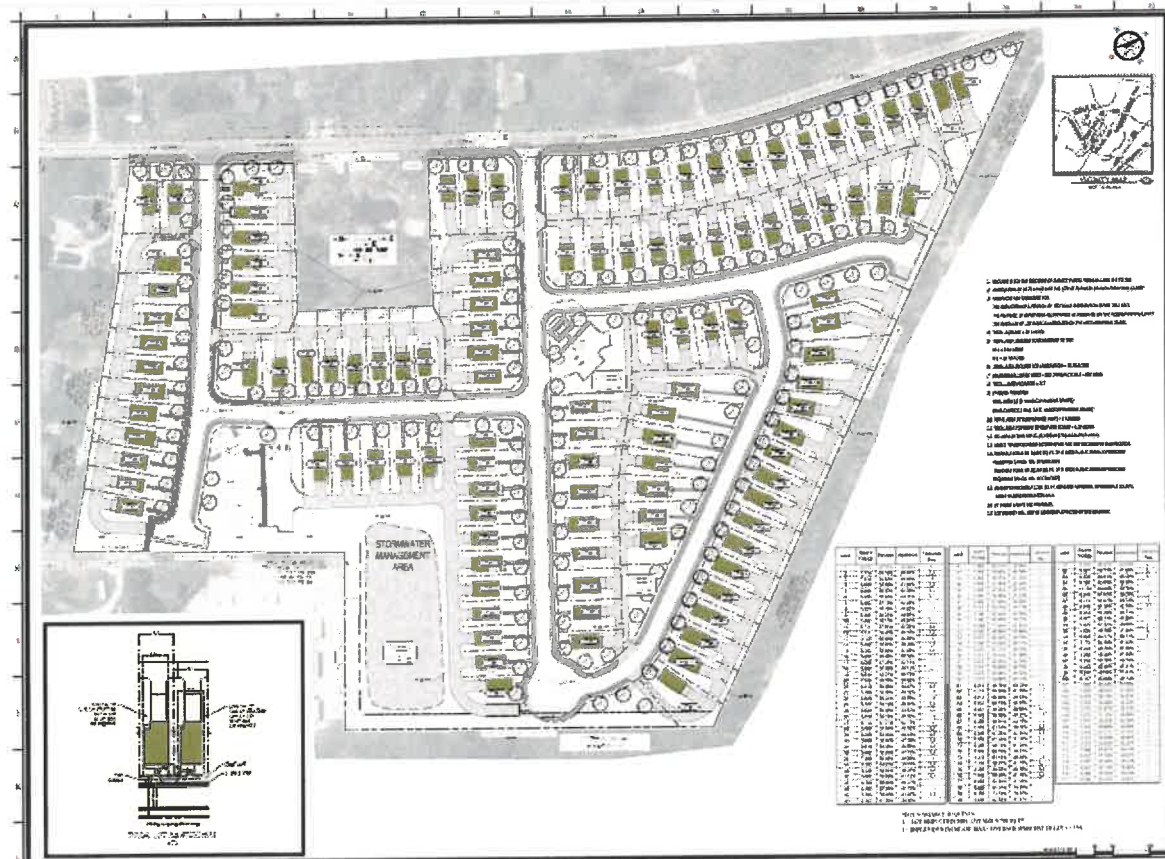
Recognizing that the precise lot configuration and lot numbering will change as a result of condition #9 below and during the design and permitting process due to engineering constraints, for this ordinance, the following shall be classified as major changes:

 - (a) More than 60 lots have impervious surface greater than 45% *[currently 42 on the attached chart and site plan]*
 - (b) The reduction of any lot size below 5,000 square feet
3. A mandatory homeowner's association shall be established.
 - A. Alleys shall be privately owned and maintained by the homeowner's association.

- B. Roads shall be public.
- C. The development shall be fee-simple homes for sale and the homeowner's association covenants must contain the following provisions:
 - i. No more than ten percent (10%) of the total homes may be leased
 - ii. No more than two houses may be owned by one owner in the development and the owner or the owner's immediate family member must reside at one of the two homes
 - iii. A homeowner may apply to the board of directors of the HOA for a "hardship" exception to exceed the 10% lease limit in the event the homeowner can demonstrate the need to lease their home due to extenuating circumstances. A lease permitted under the "hardship" exception shall not exceed one year, after which the owner must reapply for an exception. The granting of hardship exceptions shall be at the discretion of the HOA board of directors.
 - iv. No fences are allowed in the front yard except for those lots that front Gainesville Street. Those lots shall have four foot, black, aluminum decorative fences which shall be installed by the builder at the time of home construction.
 - v. All fences located in the rear shall be four foot, black, aluminum, and decorative.
- 4. Landscaping
 - A. A landscape plan shall be submitted and approved by staff prior to the issuance of a land disturbance permit and shall include:
 - i. A full landscape plan for all common areas;
 - ii. A full plan for all entrance monuments and landscaping
 - iii. A typical lot landscaping design which identifies the type and size of trees and bushes
 - B. Landscaping must meet all currently adopted codes and standards.
- 5. Homes shall meet all TND and current design and architectural requirements with the following conditions and allowed variances.
 - A. All homes shall be a minimum of 1,900 square feet.
 - B. 70% of the homes shall have a minimum width of 28 feet. The minimum width of the remaining 30% of the homes shall be 24 feet to improve aesthetics by allowing greater variety in floor plans and elevations. A plan must be submitted prior to final plat showing how this condition will be met.
 - C. The rear façade of rear-entry homes shall have architectural elements to include the addition of an overhang above the garage, a minimum of two cementitious siding material variations (either horizontal, shake and/or board and batten), or other such elements approved by staff, and a covered patio.
 - D. The exterior facades of the homes shall consist of brick, stone, stacked stone, cementitious shake type and/or Hardi-plank and combinations thereof. No vinyl siding shall be permitted. The elevations should substantially adhere to the rendering pictures submitted by applicant and shown below (see Attachment "B").
 - E. For homes with a side yard adjacent to a street or alley, such side elevation shall include a minimum of two cementitious siding material variations (either horizontal,

F. Four-sided color renderings shall be submitted and approved by staff at the time of initial building permit application.

6. 8' sidewalk is required along Gainesville Street.
7. A fence around the exterior of the property to separate it from the neighbors shall be required. The location and style of said fence shall be approved by staff.
8. The use of alternate street standards as provided in Section 1017 of the Subdivision and Land Development Ordinance is hereby approved, including, specifically, the use of one-way alleys where feasible.
9. Project shall generally adhere to the plan shown below excepting that the green space including the mail kiosk shall be expanded to include the area currently shown as lots 65 and 66 (generally shown below), resulting in a total of 115 lots.



Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024



Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

Lot #	Square Footage	Open Space	Pervious	Impervious	*Variance Req.
1	6,270	4205	67.07%	32.93%	L
2	5,774	3475	60.19%	39.81%	L,I
3	7,572	3825	50.52%	49.48%	I
4	6,098	3542	58.09%	41.91%	L,I
5	5,508	3195	58.00%	42.00%	L,I
6	5,450	3049	55.94%	44.06%	L,I
7	5,460	3153	57.75%	42.25%	L,I
8	5,223	2652	50.78%	49.22%	L,I
9	5,406	2936	54.31%	45.69%	L,I
10	5,482	2914	53.15%	46.85%	L,I
11	5,711	3307	57.91%	42.09%	L,I
12	5,711	3396	59.47%	40.53%	L,I
13	11,727	7515	64.08%	35.92%	I
14	6,462	3936	60.91%	39.09%	L,I
15	5,000	2629	52.58%	47.42%	L,I
16	5,000	2474	49.48%	50.52%	L,I
17	5,000	2363	47.26%	52.74%	L,I
18	5,000	2544	50.88%	49.12%	L,I
19	6,614	2862	43.27%	56.73%	L,I
20	7,243	4822	66.58%	33.42%	
21	5,513	3061	55.53%	44.47%	L,I
22	5,559	3151	56.68%	43.32%	L,I
23	5,628	3165	56.24%	43.76%	L,I
24	5,577	2963	53.13%	46.87%	L,I

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

48	5,127	2883	56.23%	43.77%	L,I
49	5,748	2323	40.42%	59.58%	L,I
50	7,180	4375	60.93%	39.07%	,I
51	10,443	8098	77.55%	22.45%	
52	9,592	4754	49.56%	50.44%	I
53	6,970	4199	60.24%	39.76%	I
54	5,150	2762	53.63%	46.37%	L,I
55	5,213	3191	61.21%	38.79%	L,I
56	5,213	3031	58.14%	41.86%	L,I
57	5,213	2922	56.05%	43.95%	L,I
58	5,213	3101	59.49%	40.51%	L,I
59	5,213	3179	60.98%	39.02%	L,I
60	5,213	2860	54.86%	45.14%	L,I
61	5,213	2960	56.78%	43.22%	L,I
62	5,213	3068	58.85%	41.15%	L,I
63	5,213	3158	60.58%	39.42%	L,I
64	6,634	4254	64.13%	35.87%	L,I
65	5,551	3294	59.34%	40.66%	L,I
66	5,378	3215	59.78%	40.22%	L,I
67	5,378	3055	56.81%	43.19%	L,I
25	5,628	3179	56.48%	43.52%	L,I
26	5,628	3047	54.14%	45.86%	L,I
27	6,710	3172	47.27%	52.73%	I
28	5,000	2884	57.68%	42.32%	L,I
29	5,000	2691	53.82%	46.18%	L,I
30	5,000	2646	52.92%	47.08%	L,I
31	5,518	3001	54.38%	45.62%	L,I
32	5,602	2929	52.28%	47.72%	L,I
33	7,558	3813	50.45%	49.55%	I
34	6,265	4024	64.23%	35.77%	L,I
35	5,338	2879	53.93%	46.07%	L,I
36	5,807	3419	58.88%	41.12%	L,I
37	5,754	3161	54.93%	45.07%	L,I
38	5,363	3072	57.28%	42.72%	L,I
39	5,363	3112	58.03%	41.97%	L,I
40	5,363	3282	61.20%	38.80%	L,I
41	5,363	3379	63.01%	36.99%	L,I
42	5,363	3028	56.46%	43.54%	L,I
43	5,363	3114	58.07%	41.93%	L,I
44	5,363	3060	57.06%	42.94%	L,I
45	5,363	3380	63.03%	36.97%	L,I
46	5,363	3131	58.38%	41.62%	L,I
47	5,363	3306	61.65%	38.35%	L,I

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

68	5,378	3288	61.14%	38.86%	L,I
69	5,378	3076	57.20%	42.80%	L,I
70	5,378	3385	62.94%	37.06%	L,I
71	5,378	3159	58.74%	41.26%	L,I
72	5,378	3269	60.79%	39.21%	L,I
73	5,378	3288	61.14%	38.86%	L,I
74	5,356	3121	58.27%	41.73%	L,I
75	5,356	3172	59.22%	40.78%	L,I
76	5,642	3286	58.24%	41.76%	L,I
77	6,065	3817	62.94%	37.06%	L,I
78	6,825	4439	65.04%	34.96%	
79	8,176	5979	73.13%	26.87%	
80	9,658	5073	52.53%	47.47%	I
81	5,413	2196	40.57%	59.43%	L,I
82	5,027	2921	58.11%	41.89%	L,I
83	5,028	2761	54.91%	45.09%	L,I
84	6,185	3751	60.65%	39.35%	L,I
85	11,754	8140	69.25%	30.75%	
86	8,243	5104	61.92%	38.08%	,I
87	6,711	3441	51.27%	48.73%	I
88	6,576	3765	57.26%	42.74%	L,I
89	6,314	3238	51.29%	48.71%	L,I
90	6,477	3479	53.71%	46.29%	L,I
91	5,025	2569	51.12%	48.88%	L,I
92	5,025	2420	48.16%	51.84%	L,I
93	5,025	2476	49.27%	50.73%	L,I
94	5,175	2695	52.08%	47.92%	L,I
95	5,243	2527	48.20%	51.80%	L,I
96	5,243	2546	48.56%	51.44%	L,I
97	5,243	2659	50.72%	49.28%	L,I
98	5,243	2752	52.49%	47.51%	L,I
99	5,246	2549	48.59%	51.41%	L,I
100	6,167	3136	50.85%	49.15%	L,I
101	7,885	3701	46.94%	53.06%	I
102	5,839	2832	48.50%	51.50%	L,I
103	5,072	2799	55.19%	44.81%	L,I
104	5,072	3017	59.48%	40.52%	L,I
105	5,072	3128	61.67%	38.33%	L,I
106	5,072	2907	57.32%	42.68%	L,I
107	5,072	2821	55.62%	44.38%	L,I
108	5,072	3026	59.66%	40.34%	L,I
109	5,072	2917	57.51%	42.49%	L,I
110	5,072	2817	55.54%	44.46%	L,I
111	5,072	3033	59.80%	40.20%	L,I
112	5,996	3950	65.87%	34.13%	L

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024

113	6,057	2503	41.33%	58.67%	L,I
114	6,057	3754	61.98%	38.02%	L,I
115	6,057	3703	61.14%	38.86%	L,I
116	6,056	3994	65.95%	34.05%	L
117	6,056	3658	60.40%	39.60%	L,I

Attachment B

THE SWEETBRIAR



Plaidmont Residential, in its sole discretion, reserves the right to modify and change these features in order to improve the homes. This is for information only and is not a part of a legal contract and is subject to errors, omissions and change.

PRINT DATE: 03-15-24

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024



FRONT ELEVATION

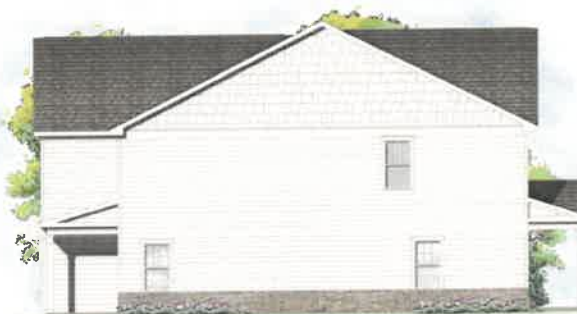
SEDONA - ELEVATION A
COLOR SCHEME #18

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024



REAR ELEVATION



SIDE ELEVATION

SEDONA - ELEVATION A
COLOR SCHEME #18



FRONT ELEVATION

SEDONA - ELEVATION B
COLOR SCHEME #27

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024



REAR ELEVATION



SIDE ELEVATION

SEDONA - ELEVATION B
COLOR SCHEME #27



FRONT ELEVATION

ADDISON - ELEVATION A
COLOR SCHEME #30

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024



REAR ELEVATION



SIDE ELEVATION

ADDISON - ELEVATION A
COLOR SCHEME #30



FRONT ELEVATION

ADDISON - ELEVATION B
COLOR SCHEME #34

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024



REAR ELEVATION



SIDE ELEVATION

ADDISON - ELEVATION B
COLOR SCHEME #34



FRONT ELEVATION

BROOKFIELD - ELEVATION A
COLOR SCHEME #23

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024



REAR ELEVATION



SIDE ELEVATION

BROOKFIELD - ELEVATION A
COLOR SCHEME #23



FRONT ELEVATION

BROOKFIELD - ELEVATION B
COLOR SCHEME #32

Public Hearing Published 11/01/2023
Public Hearing 12/07/2023

First Reading 02/01/2024
Adopted 03/21/2024



REAR ELEVATION



SIDE ELEVATION

BROOKFIELD - ELEVATION B
COLOR SCHEME #32

10.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider March 21, 2024 Executive Session Minutes

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

-



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the Second Reading of Ordinance 709, Adoption of the City of Flowery Branch Zoning Map.

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve second read

SAMPLE MOTION:

I make a motion to adopt ordinance 709.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

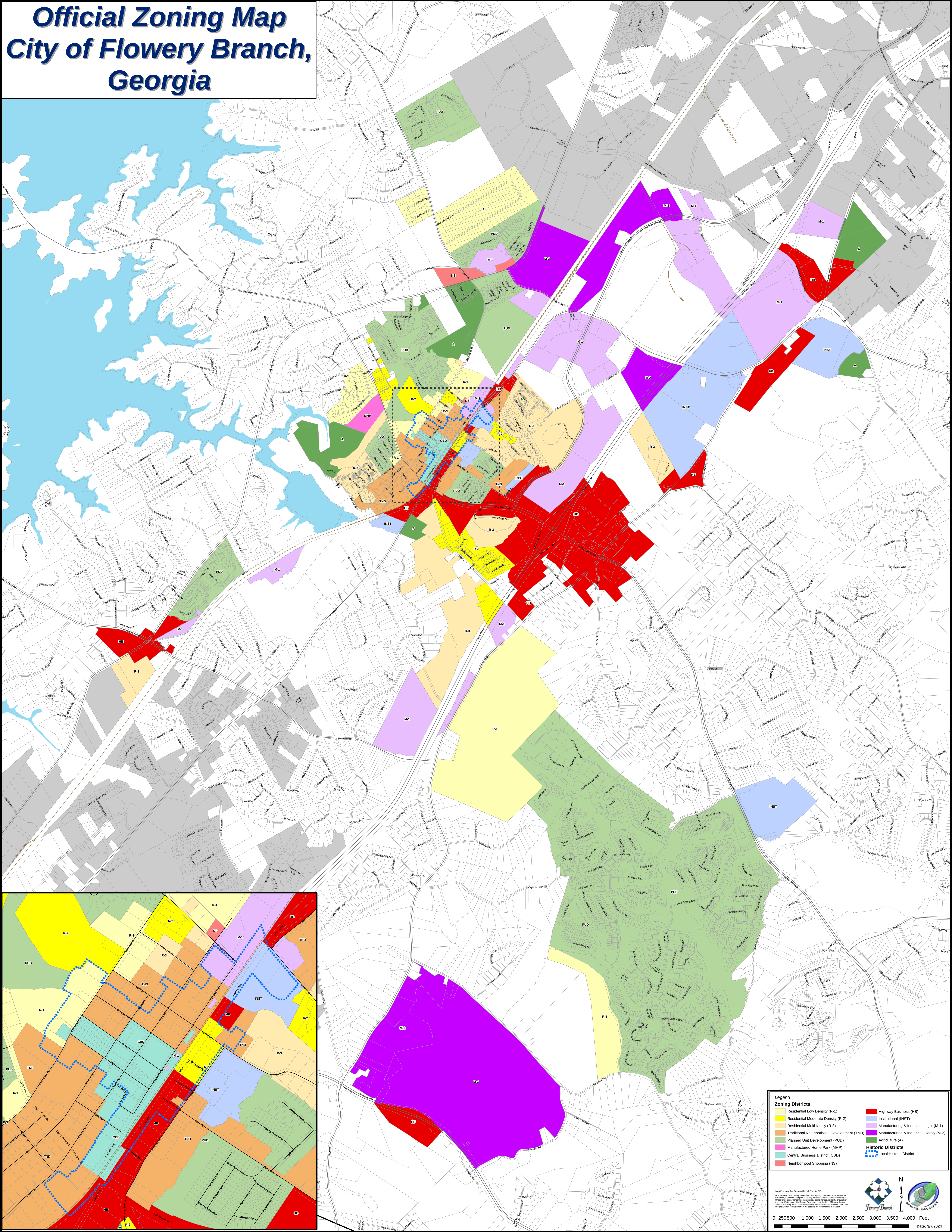
Prepared by: Shelia Cooper

ATTACHMENTS

- [FLBr_OfficialZoningMap_Mar2024.pdf](#)
- [Replacement of Official Zoning Map 1 18 24.pdf](#)

Official Zoning Map

City of Flowery Branch, Georgia



Ordinance No. 709

AN ORDINANCE PURSUANT TO SECTION 3.4 OF THE CITY OF FLOWERY BRANCH ZONING ORDINANCE TO PROVIDE FOR THE ADOPTION AND REPLACEMENT OF AN OFFICIAL ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA

The Council of the City of Flowery Branch hereby ordains that the City of Flowery Branch Zoning Ordinance is amended pursuant to Section 3.4 by adopting a new official zoning map. The map is attached hereto as Exhibit A and incorporated herein by reference. The map bears the legend Official Zoning Map of the City of Flowery Branch, Georgia, April, 2024.

The new official zoning map shall be identified by the signature of the Mayor, attested by the City Clerk, and shall bear the seal of the City under the following words: “This is to certify that this official zoning map supersedes and replaces the previous official zoning map, as amended, as part of the Flowery Branch Zoning Ordinance.” The new official zoning map shall be an attachment to the Flowery Branch zoning ordinance.

The previous official zoning map shall be preserved and maintained in the offices of the Planning Department of the City of Flowery Branch.

Any property that is located within the municipal boundaries of the City of Flowery Branch, Georgia, that is not shown on the official zoning map of the City of Flowery Branch, Georgia, which is adopted pursuant to this ordinance, or that is not shown within a specific zoning classification on the zoning map attached hereto shall be classified as R-1 Residential, Detached, Single-Family Low-Density District. All conditions of zoning that were placed on any land in the City of Flowery Branch, Georgia at the time of any prior zoning of that property, and any conditional use permits and conditions related thereto shall remain in full force and effect.

IT IS SO ORDAINED, this ____ day of April, 2024

Ed Asbridge, Mayor

Attest: _____
Shelia Cooper, City Clerk



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of proposals by Georgia Safe Sidewalks to repair sidewalks in Sterling on the Lake.

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

Previously, the city staff approved a quote for the repair of sidewalks throughout “Pod A” in Sterling on the Lake.

FACTS AND ISSUES:

There are several sidewalks through the city, and as a part of our sidewalk repair program, quotes were requested for the next, oldest pods in Sterling on the Lake. The city has sought quotes from Georgia Safe Sidewalks as the preparation for the quotes is free although very detailed. The city has been pleased with the professional services provided by Georgia Safe Sidewalks.

The quotes are as follows:

Pods B and C - \$48,935

Pods D and E - \$32,380

Pod H - \$12,920

As shown on the attachments, there is extensive work to be done throughout each of the pods B – E and H. Funding for this is in the Sidewalk Program in SPLOST VIII.

OPTIONS:

- 1) Accept the quote from Georgia Safe Sidewalks for all three pods and authorize the mayor or city manager to sign the quote for a purchase order to be let.
- 2) Accept the quote for one to three pods and authorize the mayor or city manager to sign the quote for a purchase order to be let.
- 3) Do not accept any of the quotes presented.

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

Yes

AMOUNT AND SOURCE OF FUNDS:

\$94,235 - SPLOST

RECOMMENDATION:

Request council approval of three separate quotes for sidewalk repairs in three pods in Sterling on the Lake.

SAMPLE MOTION:

I move to approve the quotes from Georgia Safe Sidewalks in an amount not to exceed \$94,235 and authorize the mayor or city manager to sign the documents accepting the quote.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES - Safe Sidewalks in Sterling.pdf](#)
- [Pods A-B-C-D-E and H.pdf](#)
- [Flowery Branch Sterling Pods B & C Proposal 031724.pdf](#)
- [Flowery Branch Sterling Pods D & E Proposal 031724.pdf](#)
- [Flowery Branch Sterling Pod H Proposal 032224.pdf](#)
- [Building Dates approx.pdf](#)



**FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY**

SUBJECT: Consideration of proposals by Georgia Safe Sidewalks to repair sidewalks in Sterling on the Lake.

DATE: April 4, 2024

BUDGET INFORMATION:
ANNUAL- \$94,235
CAPITAL-

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**
☐ **STATUS REPORT**
☐ **OTHER**

COUNCIL ACTION REQUESTED ON: April 4, 2024

PURPOSE: The purpose of this item is to request council approval of three separate quotes for sidewalk repairs in three pods in Sterling on the Lake.

HISTORY: Previously, the city staff approved a quote for the repair of sidewalks throughout “Pod A” in Sterling on the Lake.

FACTS AND ISSUES: There are several sidewalks through the city, and as a part of our sidewalk repair program, quotes were requested for the next, oldest pods in Sterling on the Lake. The city has sought quotes from Georgia Safe Sidewalks as the preparation for the quotes is free although very detailed. The city has been pleased with the professional services provided by Georgia Safe Sidewalks.

The quotes are as follows:
Pods B and C - \$48,935
Pods D and E - \$32,380
Pod H - \$12,920

As shown on the attachments, there is extensive work to be done throughout each of the pods B –

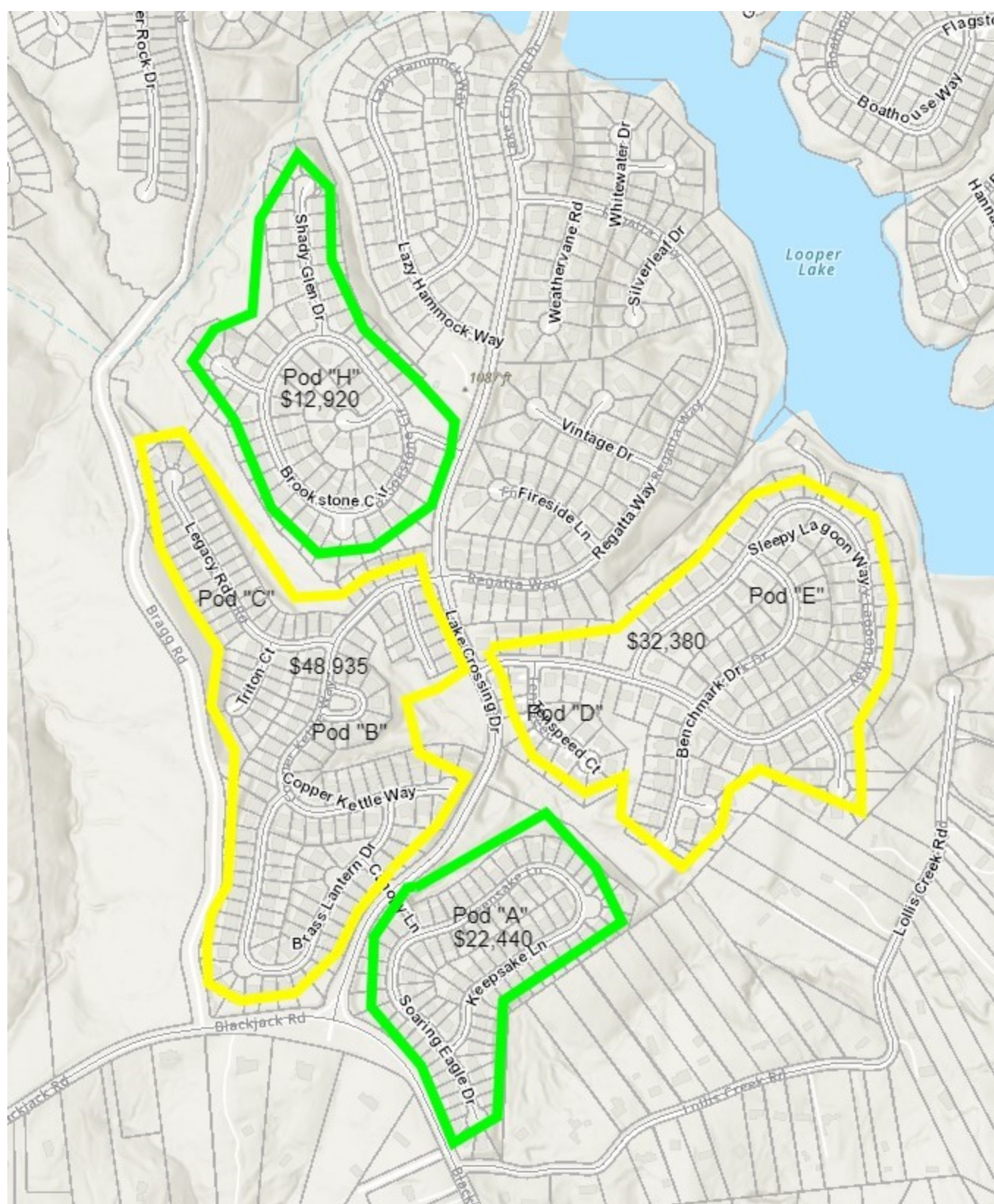
E and H. Funding for this is in the Sidewalk Program in SPLOST VIII.

OPTIONS: 1) Accept the quote from Georgia Safe Sidewalks for all three pods and authorize the mayor or city manager to sign the quote for a purchase order to be let.
2) Accept the quote for one to three pods and authorize the mayor or city manager to sign the quote for a purchase order to be let.
3) Do not accept any of the quotes presented.

RECOMMENDED SAMPLE MOTION: I move to approve the quotes from Georgia Safe Sidewalks in an amount not to exceed \$94,235 and authorize the mayor or city manager to sign the documents accepting the quote.

DEPARTMENT: Administration

Prepared by: Tonya Parrish





Sidewalk Inspection Summary And Repair Proposal



City of Flowery Branch
Sterling: Pods B & C
March 17, 2024





Inspection Results

Following is a summary of a visual inspection of walkways conducted by Georgia Safe Sidewalks. This summary identifies defects we have identified in your walkways and provides an offer to remove vertical displacements using our horizontal saw-cutting procedure. The vertical displacements we have identified in your walkways represent a safety risk to pedestrians and a liability risk to the property owner. The American's with Disabilities Act places responsibility to maintain safe access to pedestrians and sets very specific guidelines in regards to the repair of uneven walkways.

ADA Issues: Our inspection has identified 497 pedestrian safety issues in your walkways that can be considered violations of ADA guidelines.

This inspection and summary is based upon our personal knowledge of ADA Guidelines. It is intended to be as comprehensive as possible, but in no way guarantees full compliance. Issues may exist of which we are not aware or did not observe. Our specialty is identifying vertical displacements.

Vertical Displacements: 399 (80%) of the ADA violations identified in this risk assessment are vertical displacements that can be removed with our repair process.

Potential Savings: Using Georgia Safe Sidewalks to remove the vertical displacements identified in this risk assessment will improve pedestrian safety and compliance with ADA at a savings of approximately \$168,000 versus traditional methods such as demolition and replacement.



Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

This is What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite mapping technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a detailed summary identifying locations for issues that cannot be remedied with our repair process.





Policies & Support Materials

Sole Source versus Bidding: Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to “bid” a project, then this proposal should **not** be considered as our official bid. If you want a project bid, then **you** will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for your sidewalk maintenance responsibilities to Georgia Safe Sidewalks.

Safety & Insurance: Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

Warranty on Service: No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our guarantee for our repair is as follows:

- All displacements will be removed to a 0" height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.
- There will be no damage to surrounding landscaping, utilities or personal property.



ADA Guidelines for Trip Hazards:

Georgia Safe Sidewalks strives to meet compliance with ADA guidelines on each and every trip hazard repair that we make. Those guidelines are as follows:

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.

Vertical Change in Level

TECHNICAL CHAPTER 3: BUILDING BLOCKS

303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.

Examples of ADA Violations according to these Guidelines

Large (1-3/4" high)



Medium (7/8" high)



Small (1/2" high)





2024 Pricing Policy

Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the vertical displacement measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2") + Height on low side (1/4")}}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

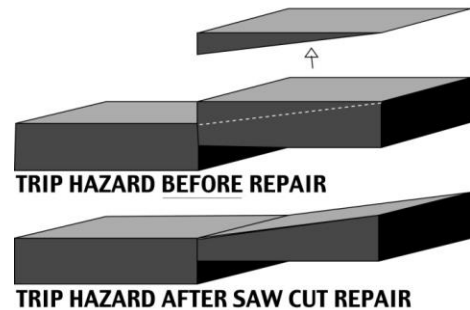
Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

Pricing & Volume Discounts:

- ✚ Our pricing is based upon project size. Price discounts vary depending upon the size of your project.

Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is \$1,000. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is \$2,000.



Sole Source:

Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk trip hazards as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for trip hazard removal using the equipment and methods described in these patent numbers within the state of Georgia.

Payment Terms: All invoices are due **15-days** from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks' work.

Inspection Fees: This proposal may have been created after an inspection was completed and paid for by the customer. In the event the customer has paid a fee for their original inspection, they have 6-months to approve the full project offer in order to receive a rebate on the original inspection.

Additional Charges:

- Credit card payments are acceptable with an additional fee equal to 3% added to each invoice.
- Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.
- If the customer requires custom insurance certificates with a vendor registration fee, a \$200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.
- If required to "register" with a vendor management company, a fee of \$200 will be added to the invoice to cover the registration fee requirement.

6

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Offer Summary

The maps and tables on the following pages provide a general location for the vertical displacements that we identified and summarize their severity. Due to limited accuracy with GPS technology this information should only be used for general locations.

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee. This option has already been discounted by 6%.

Price: \$48,935

Days to Complete: ~ 9 days

Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. This option has already been discounted by 6%.

Price: \$36,775

Days to Complete: ~ 7 days

Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements. This option has already been discounted by 4%.

Price: \$17,130

Days to Complete: ~ 3 days

Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount they can afford, and an area to begin by providing us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

Our minimum is \$1,000

Projects above \$5,000 are discounted by 2%

Projects above \$10,000 are discounted by 4%

Projects above \$25,000 are discounted by 6%

Projects above \$50,000 are discounted by 8%

Projects above \$100,000 are discounted by 10%



Because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months. Operating costs increase with time, and sidewalk conditions change over time.

- ✚ After 6-months, the prices provided in this quotation will be increased by 5%.
- ✚ If unable to make a decision within 12 months, no problem, the proposal will still be valid, but the prices shown will be increased by 10%.
- ✚ If still unable to make a decision after 2 years, we still want your business. We will honor this proposal for as long as 24-months but the pricing shown at that point will be increased by an additional 10%.

In the event that we are asked to return to a property/community to re-inspect it, the 2nd inspection will be conducted at a cost of \$300 per pedestrian mile.

Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 90 trip hazards or 120 inch-feet in a single day depending upon their size and location.

First Available Start Date: July 29th

Our business has grown in popularity enough that we carry a steady 3-month backlog throughout the year. Uncertain business conditions and the fact that our employees are trained, skilled tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.



Terminology

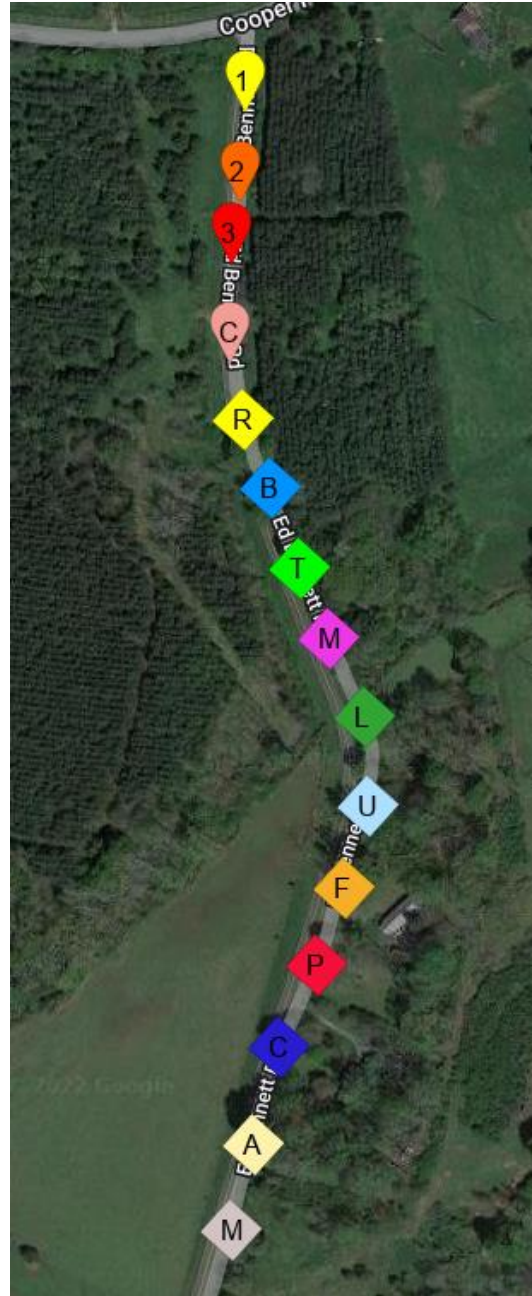
The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼" and less than 2" in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.

Repairs we can make that are included in this repair offer:

- A yellow balloon identifies a small vertical displacement estimated to be between ¼" and ½" high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8" and 1" high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8" and 2" high.
- A pink balloon identifies a curb cut that we can make.

Repairs beyond our services, issues that require another source and is not included in this repair offer:

- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair. The sidewalk
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2" high and requires new concrete instead of a repair.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It can be buried sidewalk, or overgrown sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk or uneven with the walking surface.
- An orange diamond identifies a wide gap in the walkway that needs filled.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the storm runoff catch basin.
- A pale-yellow diamond identifies an issue/problem with an ADA ramp.
- A gray diamond is a miscellaneous sidewalk problem or comment.



9

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Full Area Inspected



10

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Repair Options

Full Project Offer

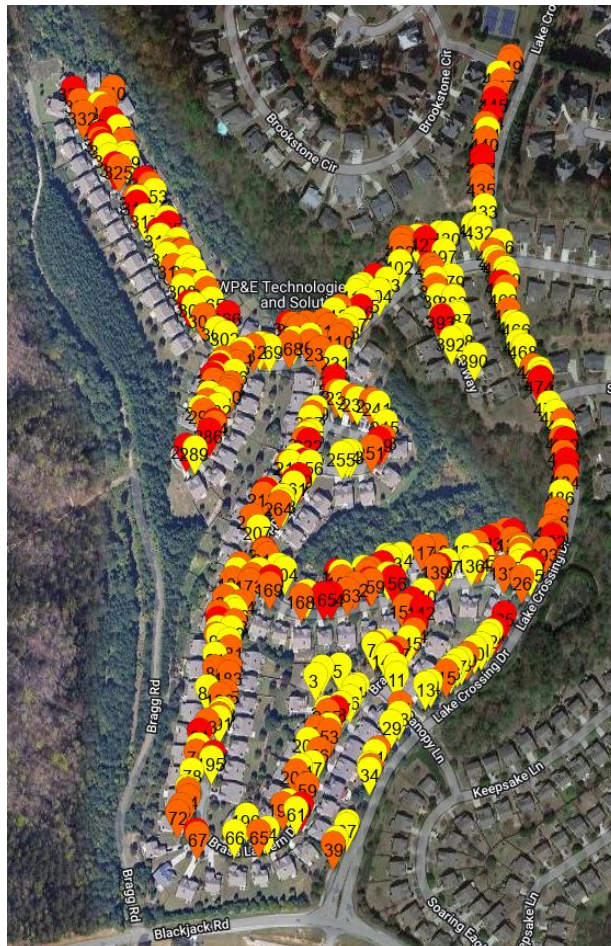
This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee.

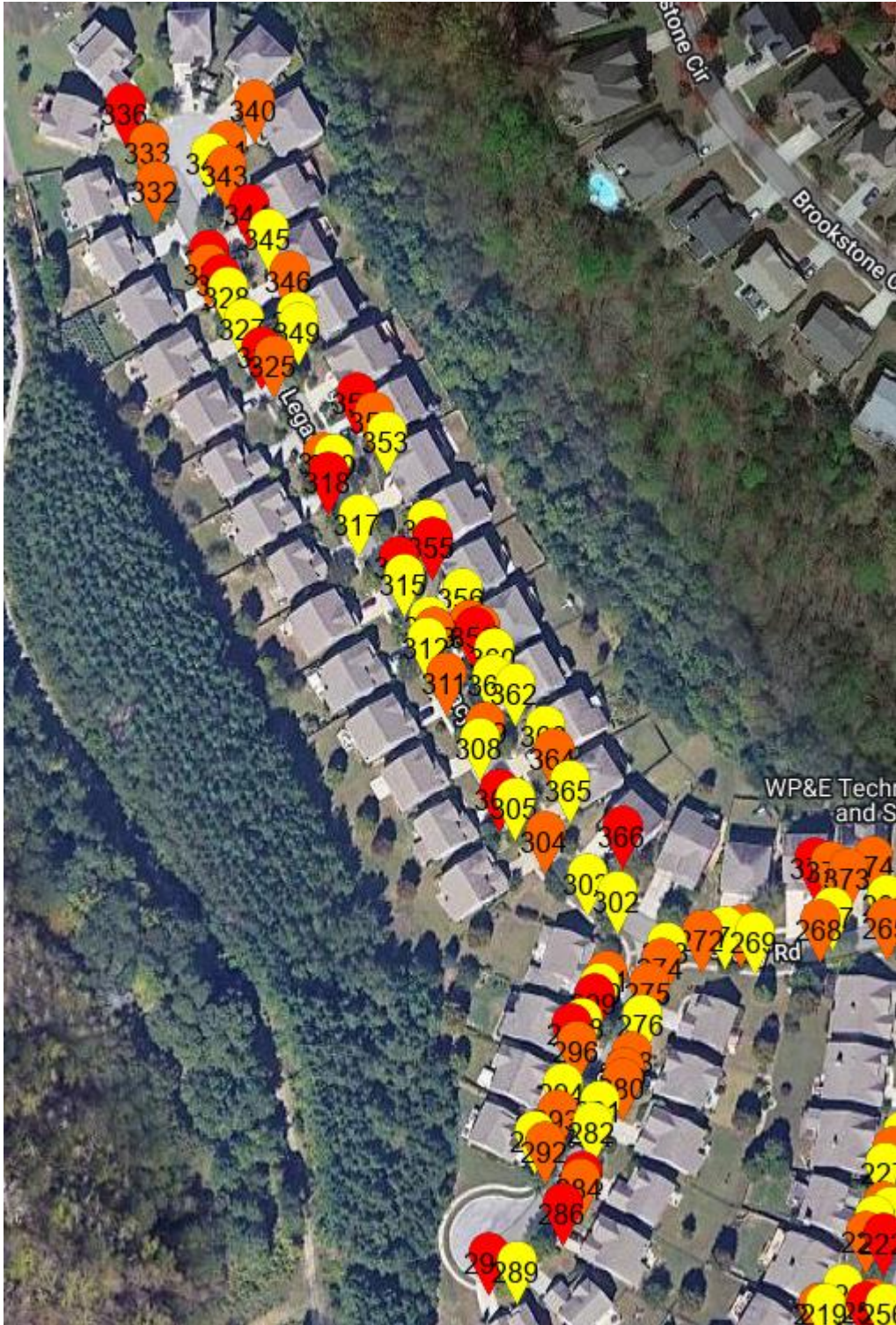
Price: \$48,935

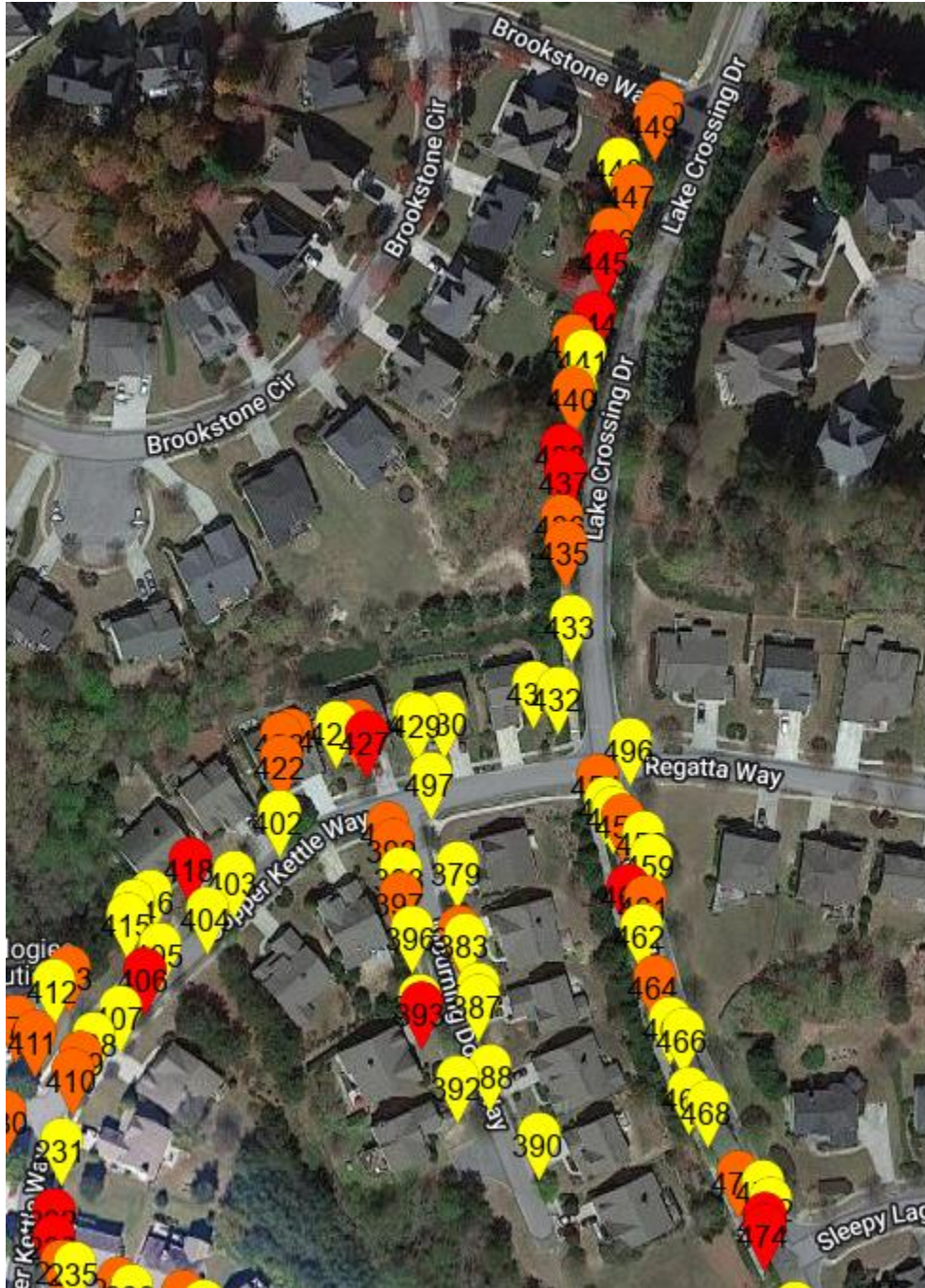
Days to Complete: ~ 9 days

	Small Hazards 1/4" to 1/2"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	184	148	67		
				Total # of Hazards	399
				Curbing (ft)	0 ft

The map below shows all trip & fall hazards identified in our survey that can be removed with our repair process.













Partial Project A Offer (Medium & Large)

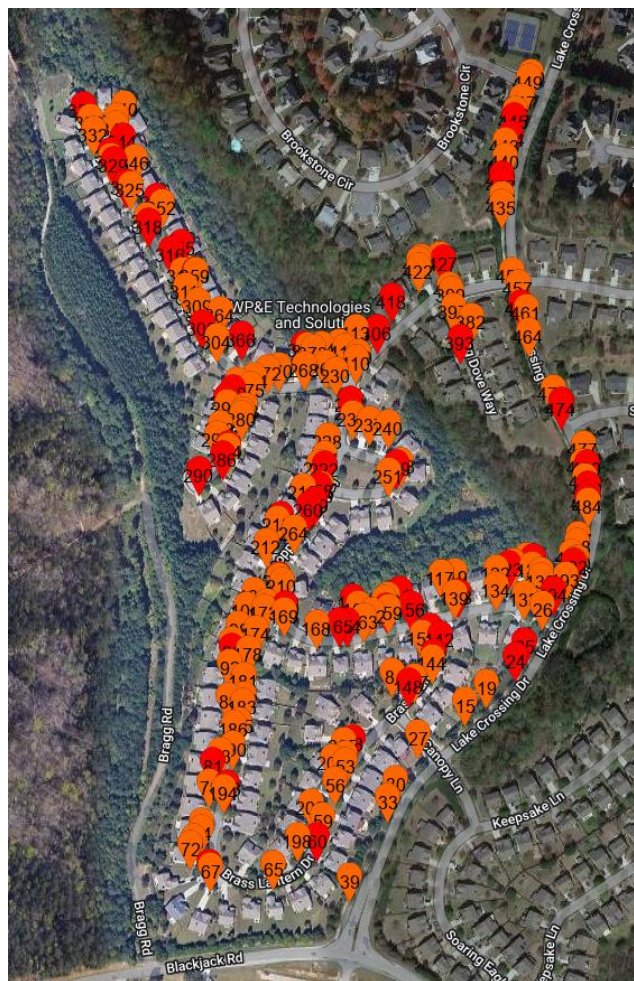
This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. Smaller hazards will remain in the walkways.

Price: \$36,775

Days to Complete: ~ 7 days

	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	148	67		
			Total # of Hazards	215

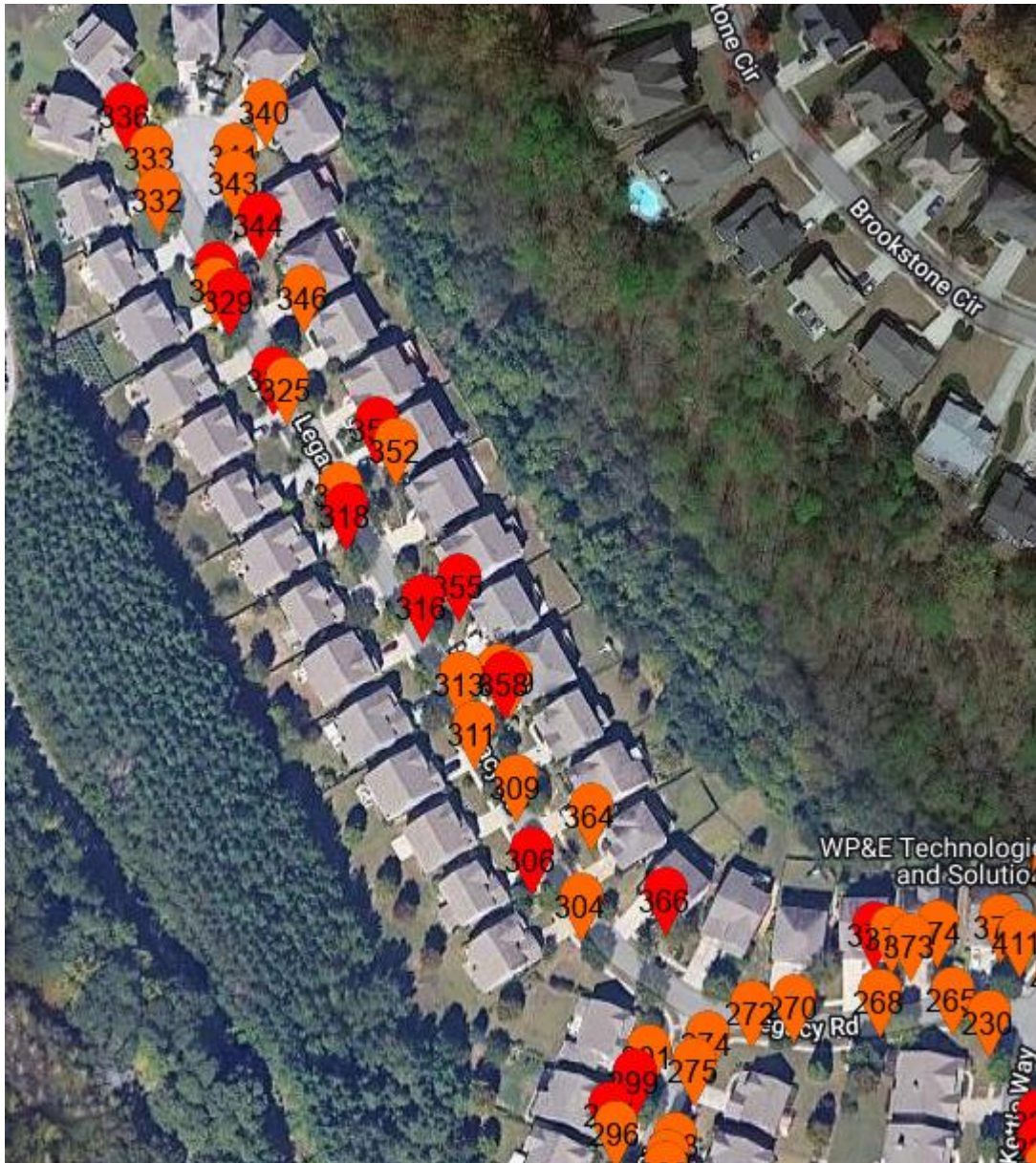
The maps below show the location of the medium sized vertical displacements identified in our survey followed by the smaller displacements identified in our survey. The maps of the smaller displacements show what will be left behind if a full project is not approved.

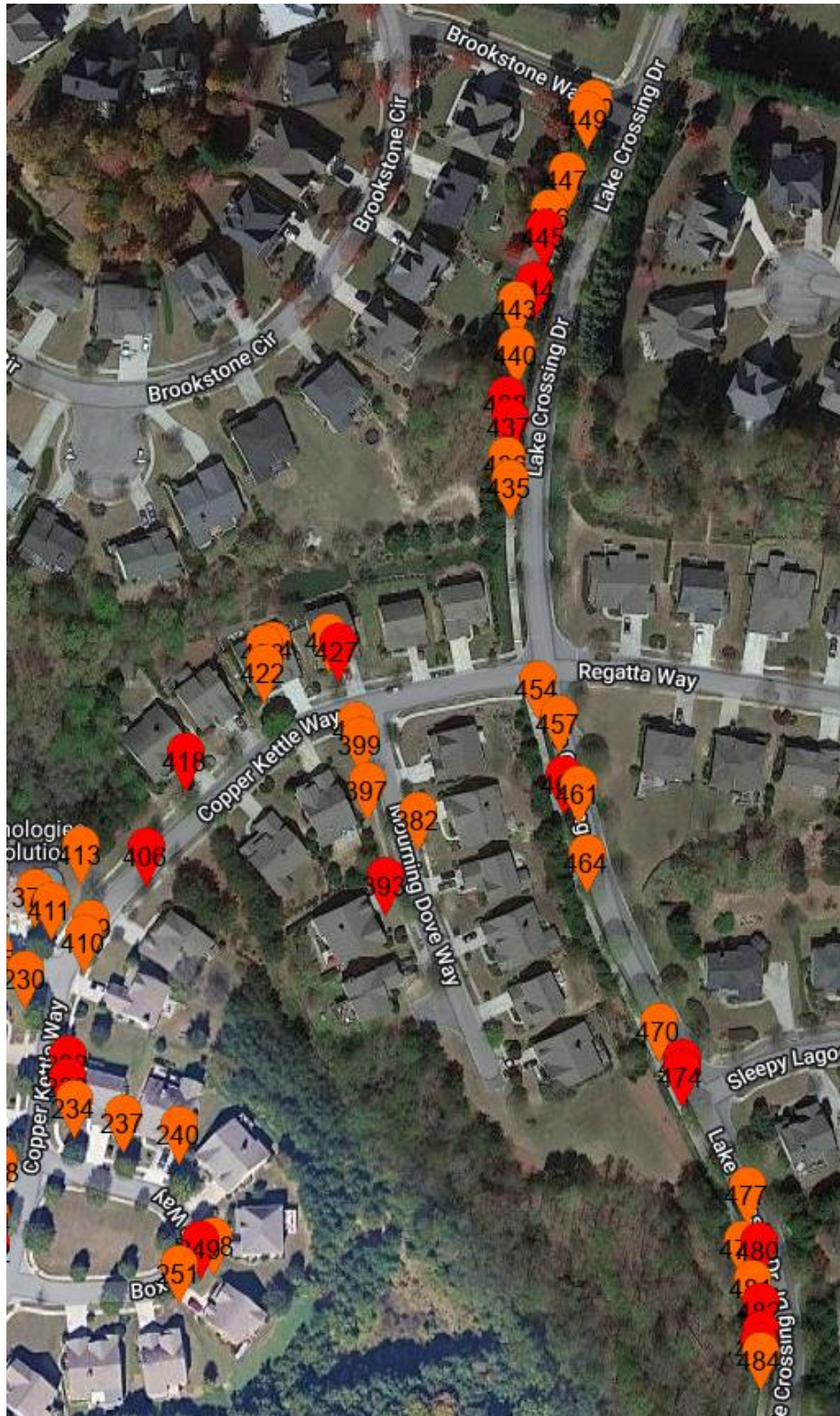


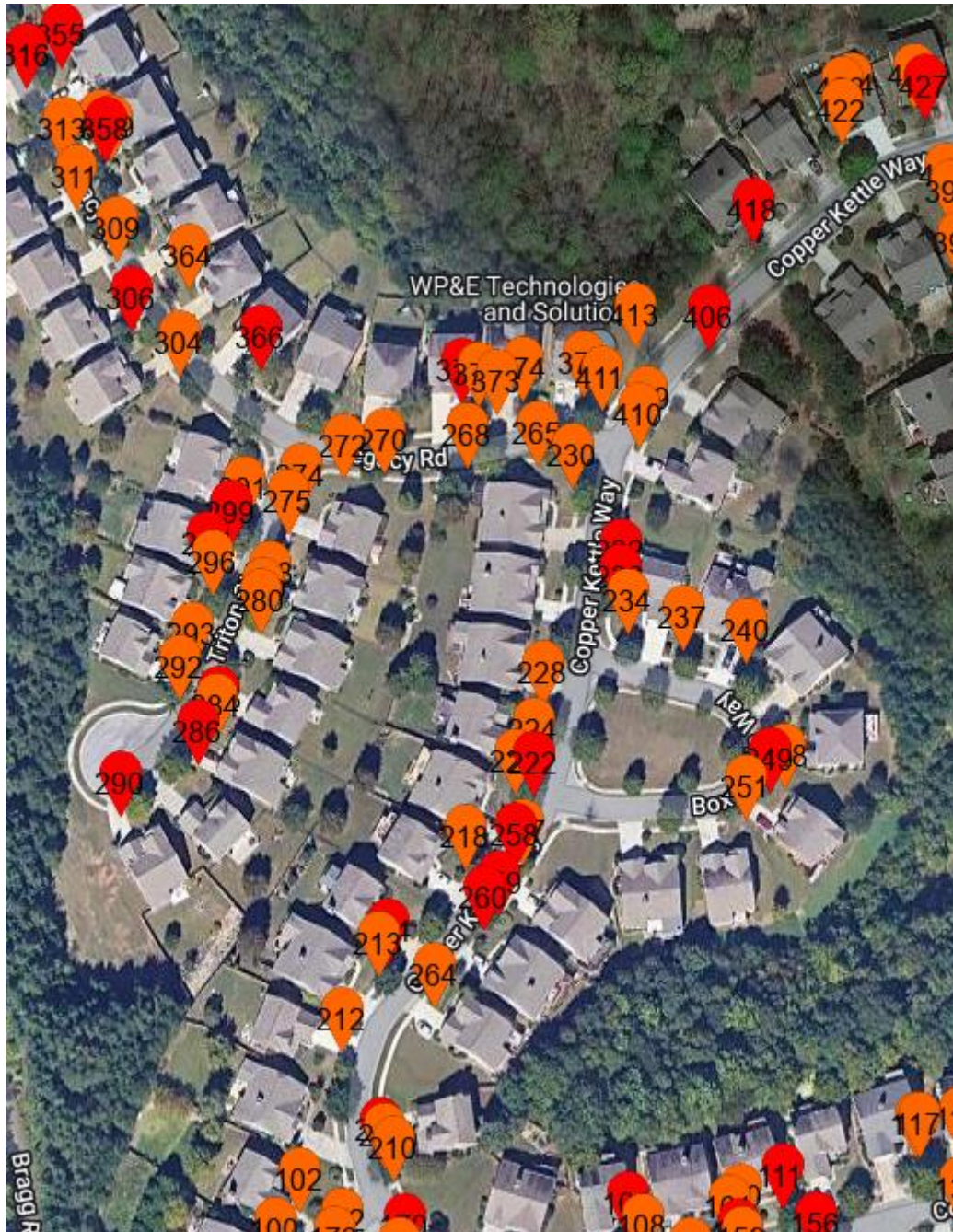
16

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



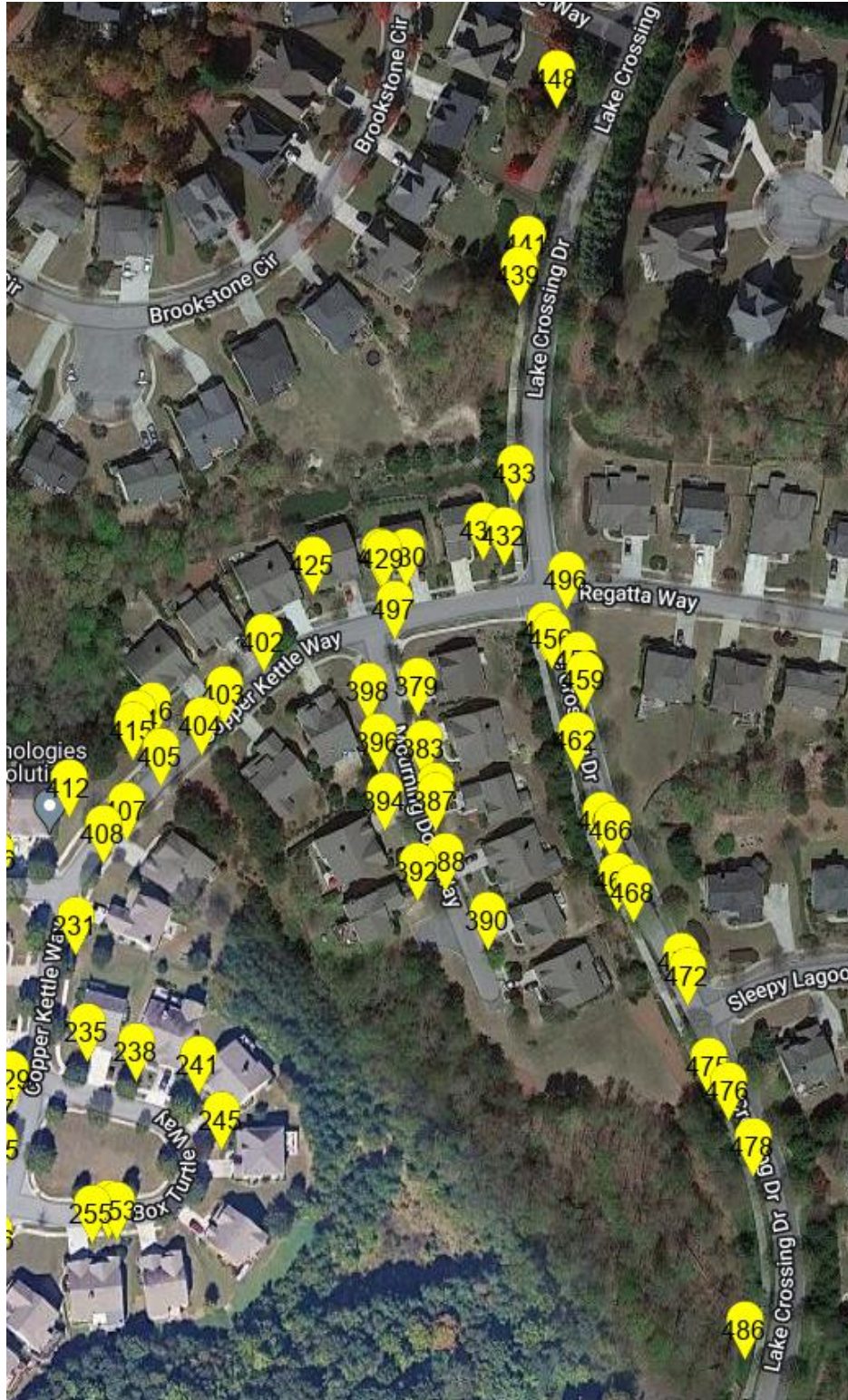


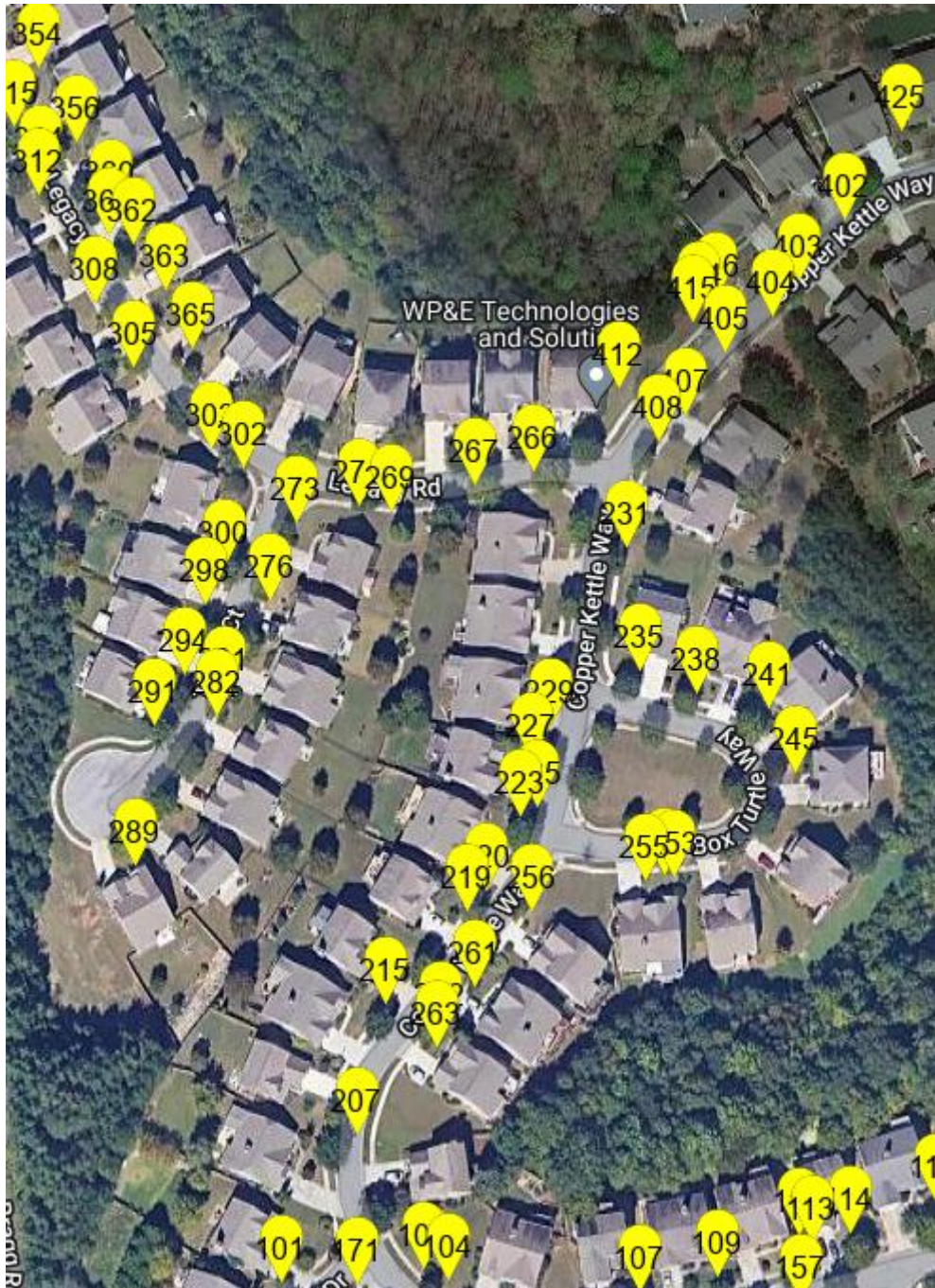
















Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements.

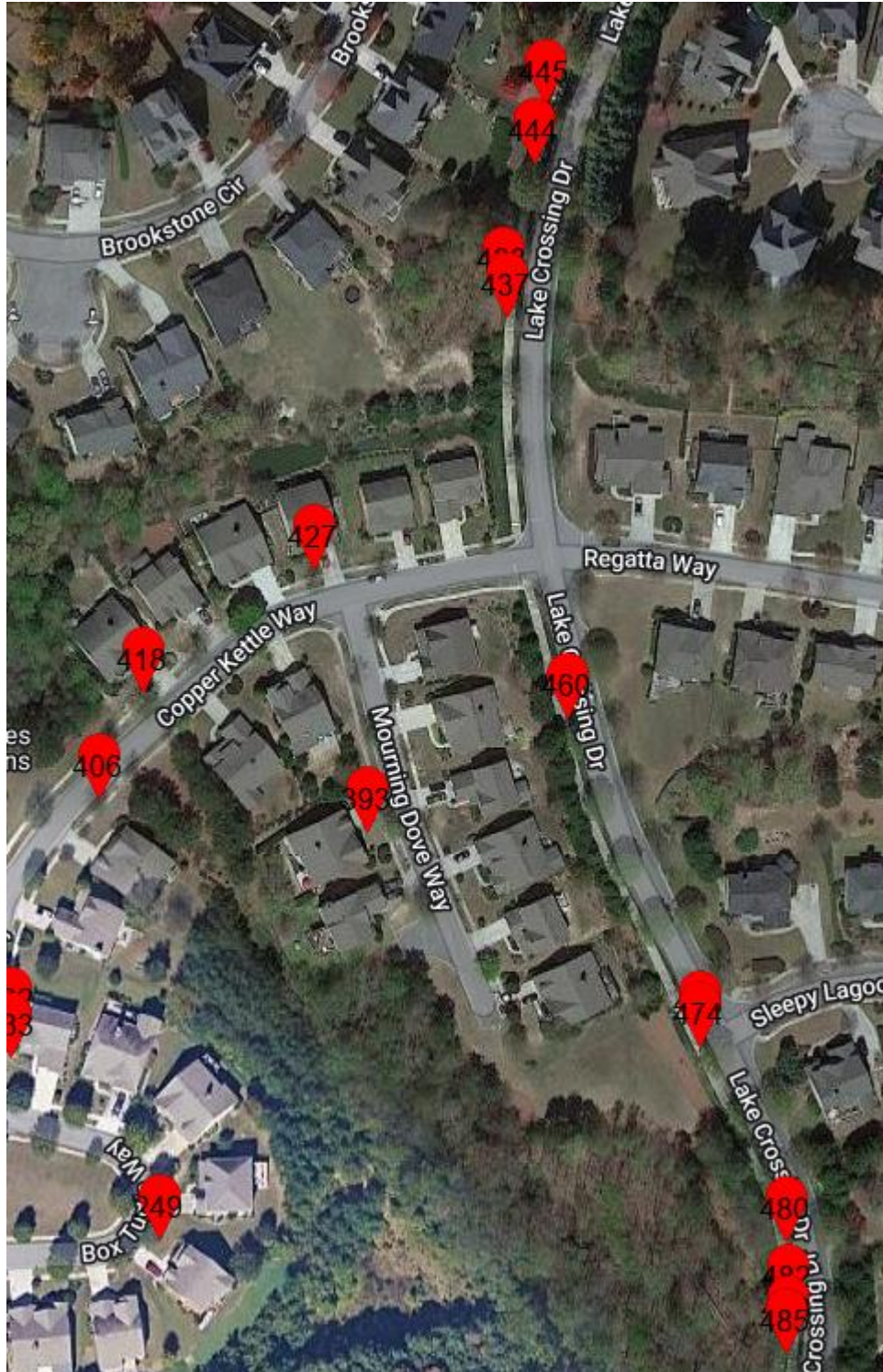
Price: \$17,130

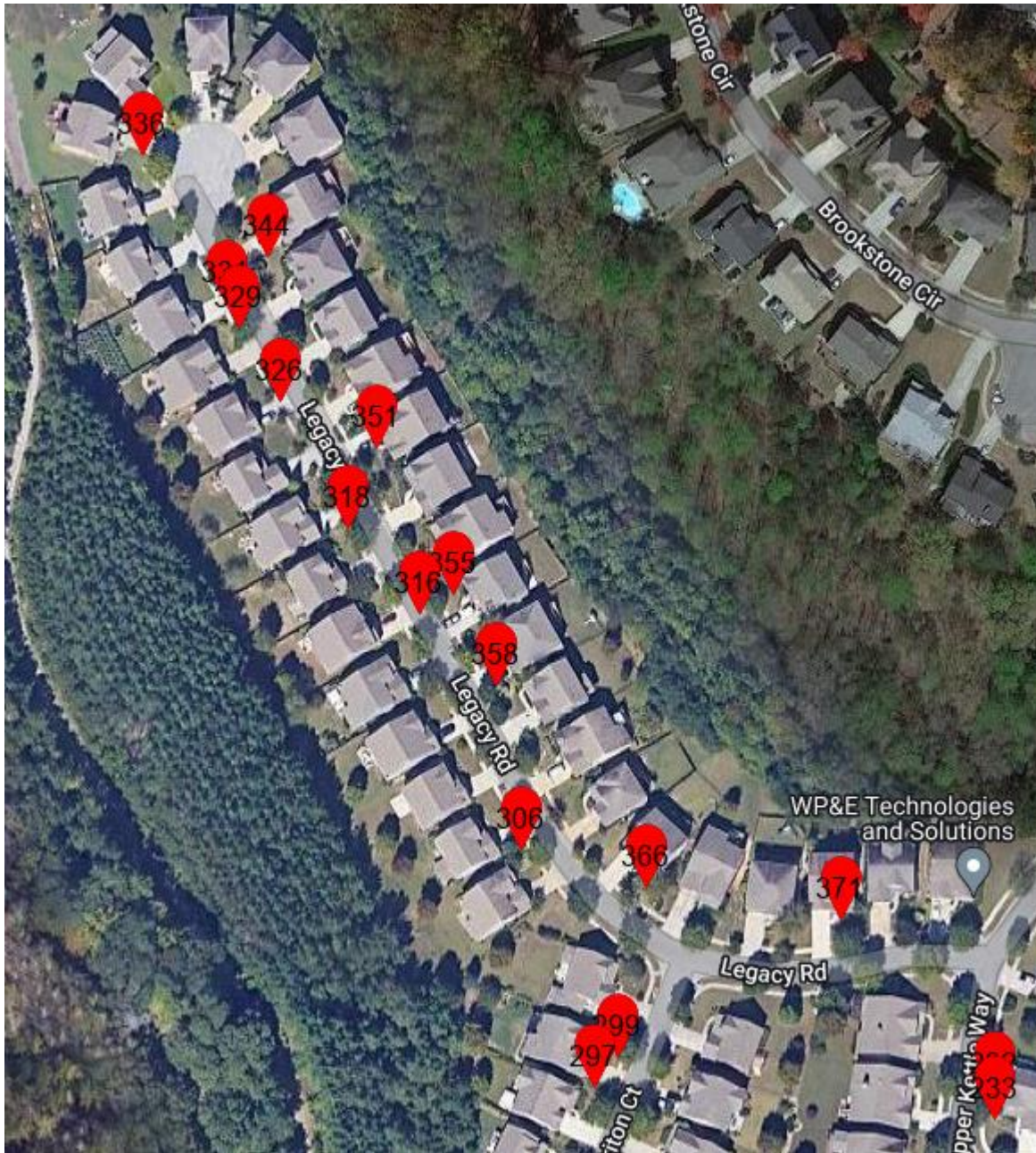
Days to Complete: ~ 3 days

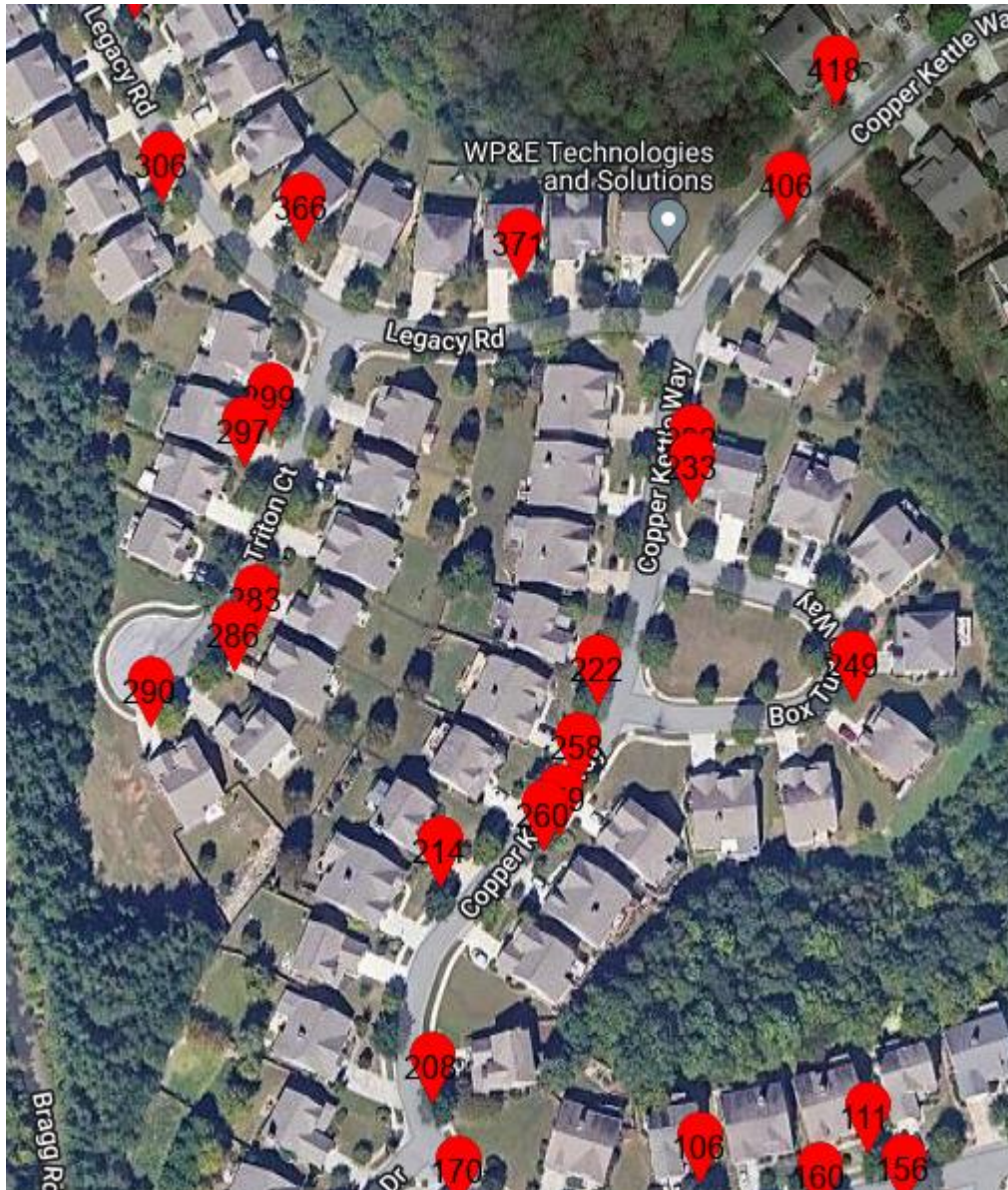
	Large Hazards 1-1/8" to 2"		
# of Hazards	67		
		Total # of Hazards	67

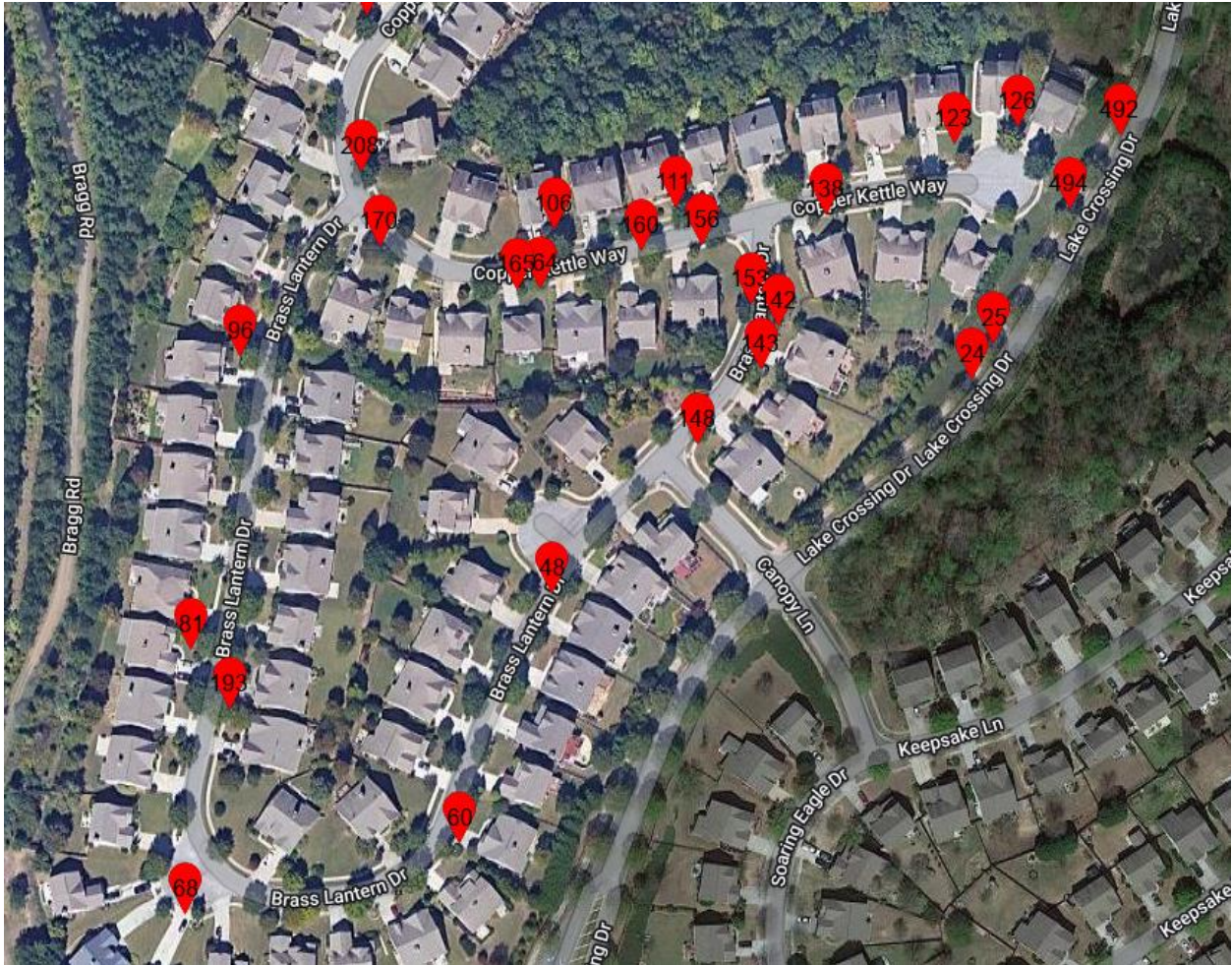
The map below shows the approximate location of the large vertical displacements identified in our survey.







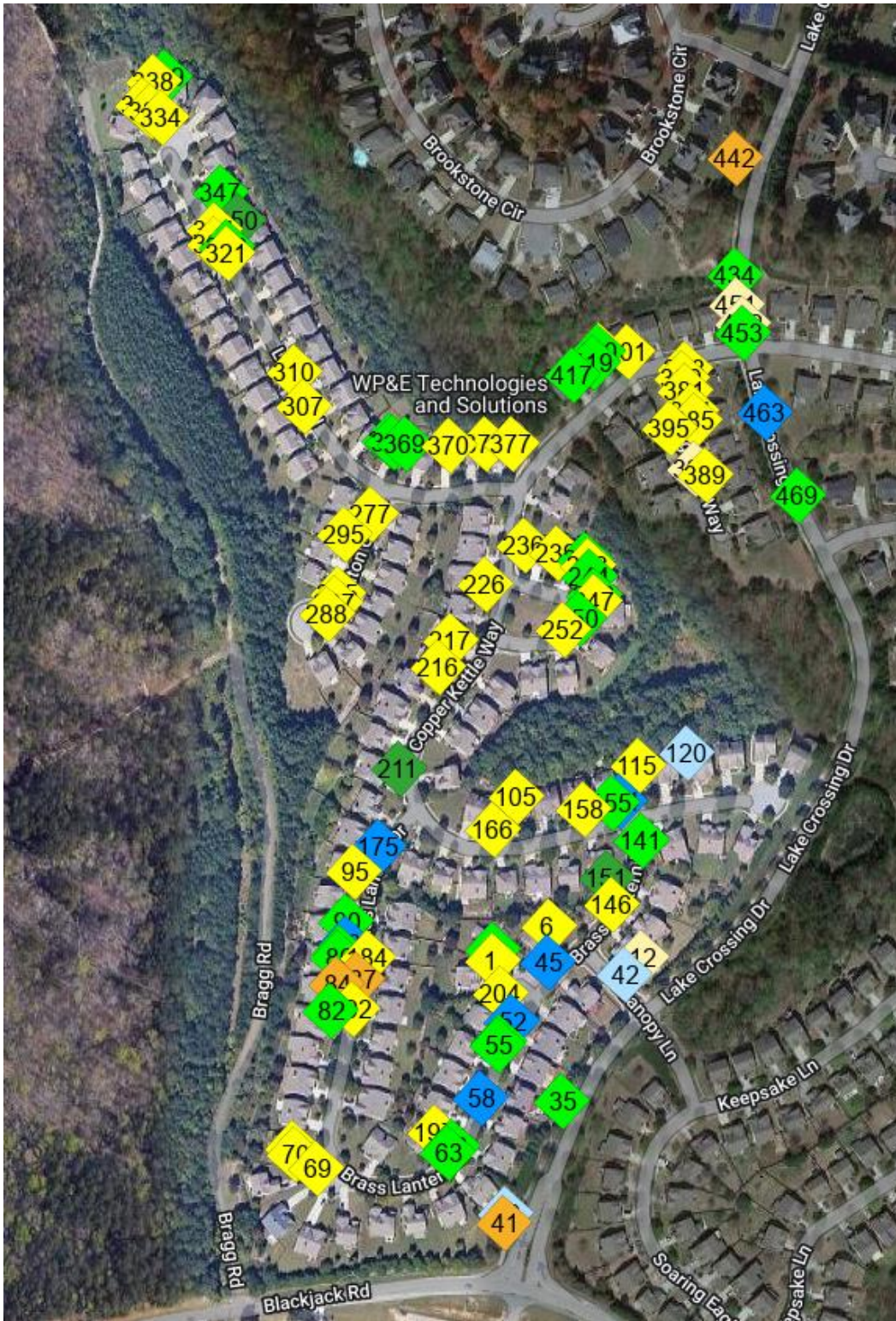


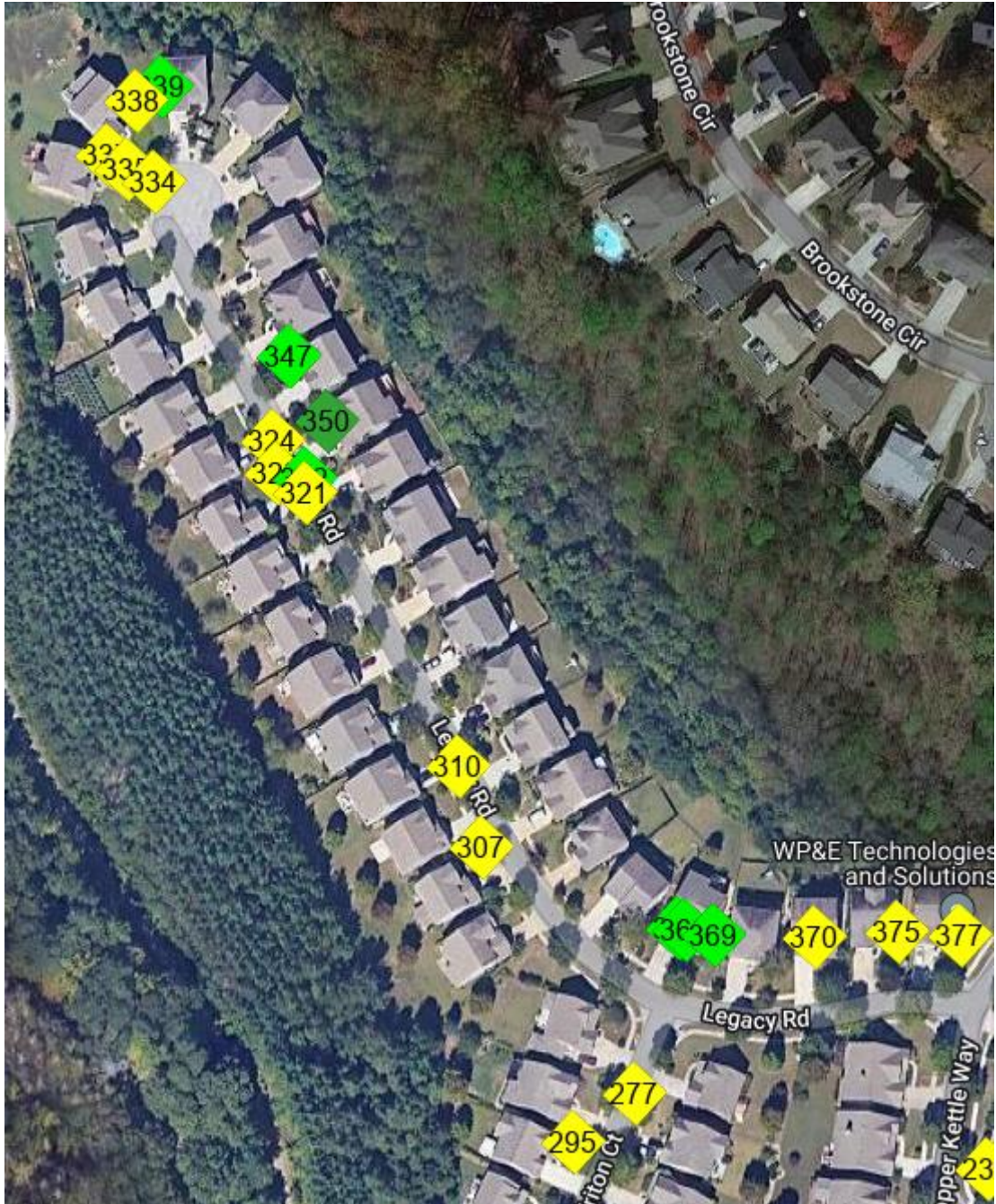


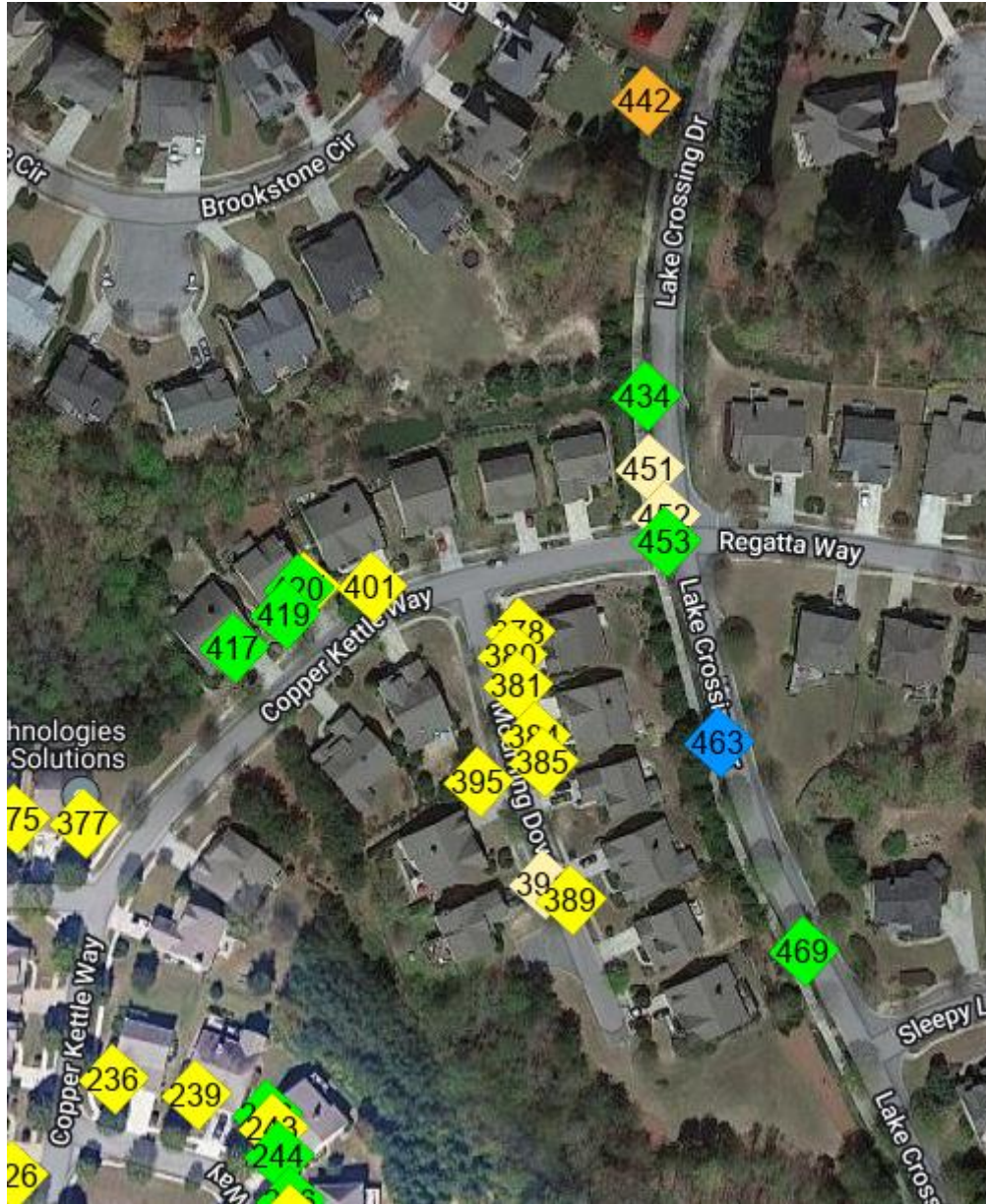


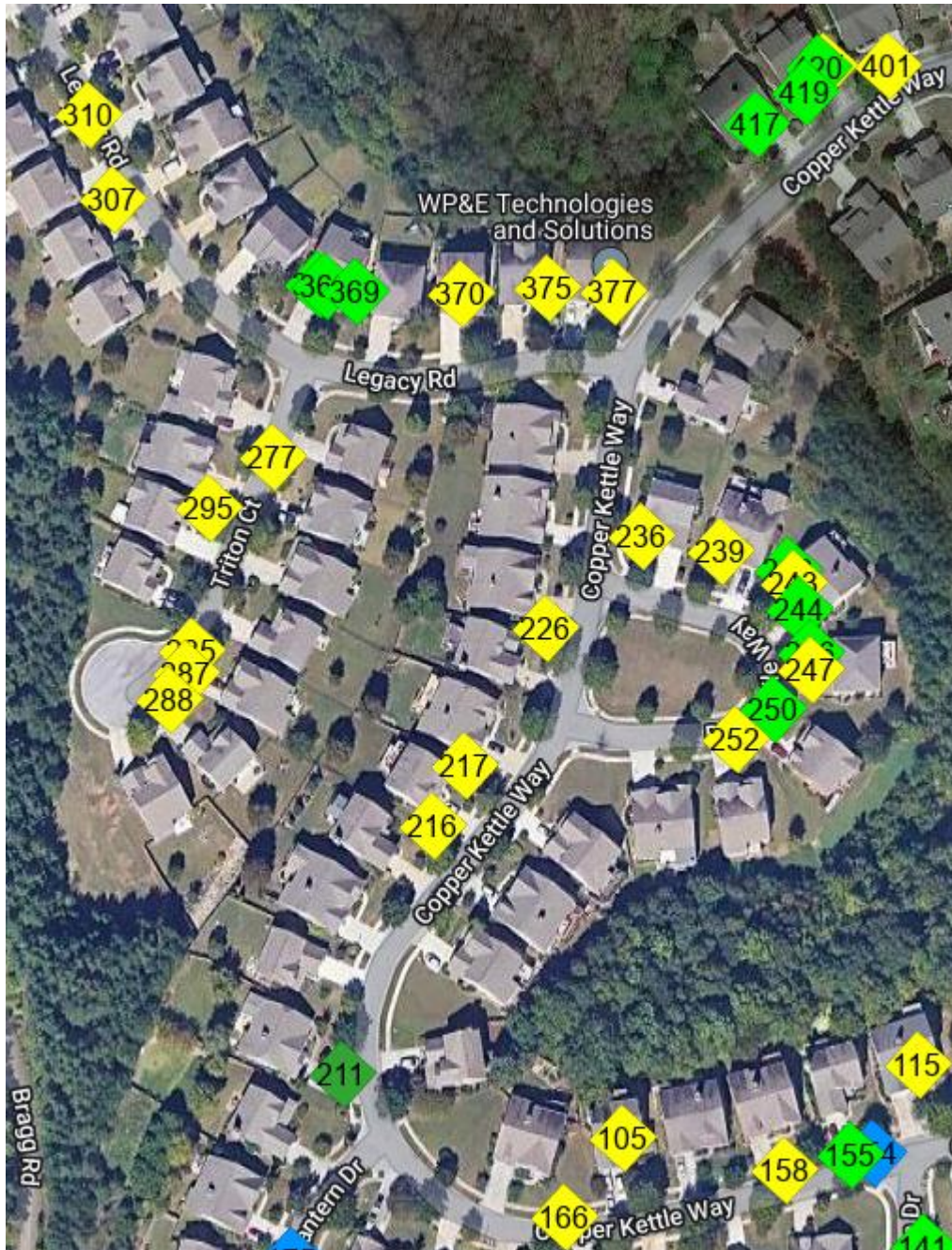
Non-Cut Issues – Repair not Possible by Georgia Safe Sidewalks

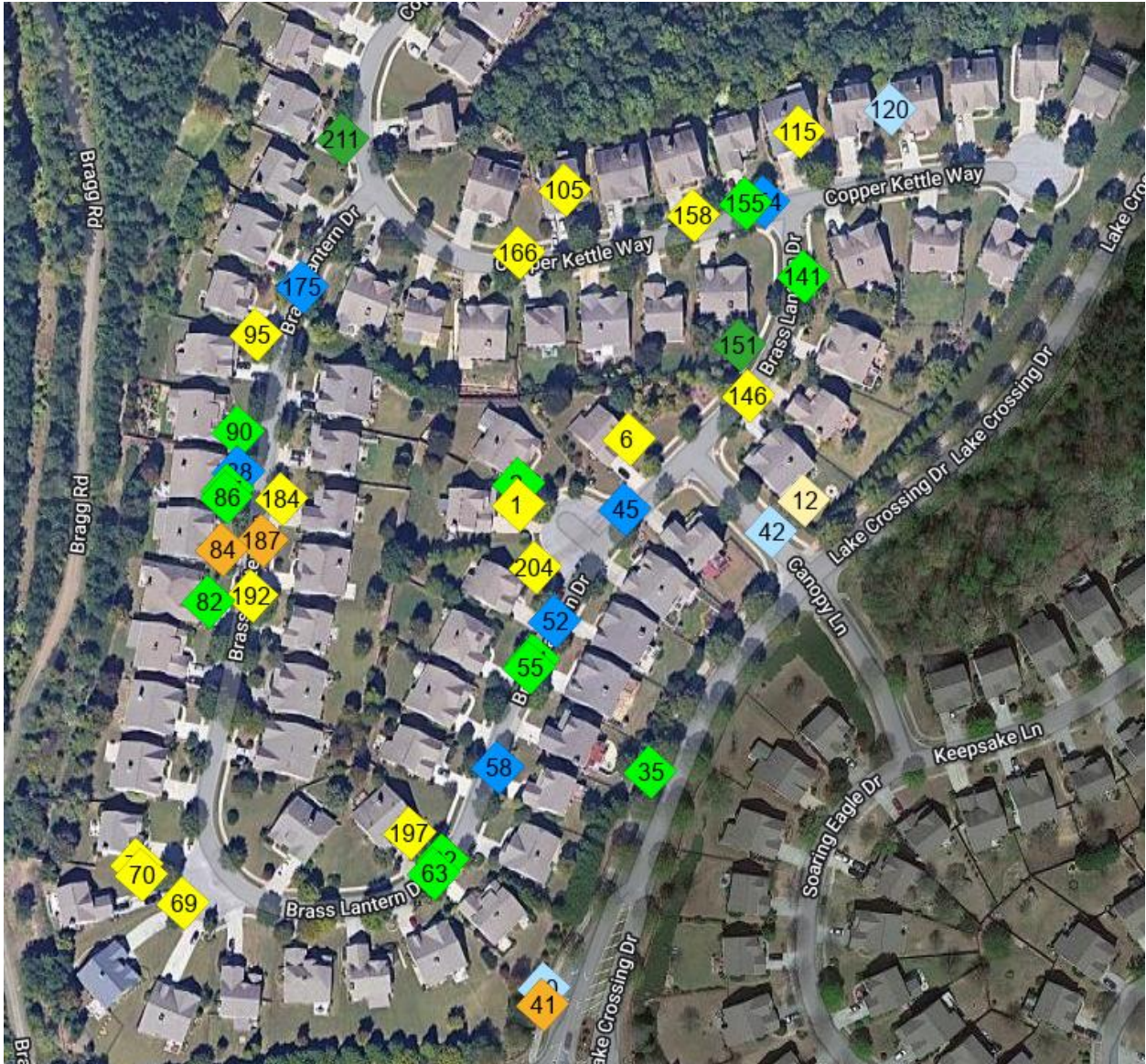
The maps below show areas identified in our survey where our repair process will not correct the issue. These areas need to be dealt with either by a concrete company, general contractor, or your in-house staff.













Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Replace at driveway	167	Small	333	Medium
2	Too big	168	Medium	334	Replace at driveway
3	Small	169	Medium	335	Replace at driveway
4	Small	170	Large	336	Large
5	Small	171	Small	337	Replace at driveway
6	Replace at driveway	172	Medium	338	Replace at driveway
7	Small	173	Medium	339	Too big
8	Medium	174	Medium	340	Medium
9	Small	175	Broken	341	Medium
10	Small	176	Small	342	Small
11	Small	177	Small	343	Medium
12	Improve ADA ramp	178	Medium	344	Large
13	Small	179	Small	345	Small
14	Small	180	Small	346	Medium
15	Medium	181	Medium	347	Too big
16	Small	182	Medium	348	Small
17	Small	183	Medium	349	Small
18	Small	184	Replace at driveway	350	Cut back shrubs
19	Medium	185	Medium	351	Large
20	Small	186	Medium	352	Medium
21	Small	187	Fill chipped joint	353	Small
22	Small	188	Small	354	Small
23	Small	189	Small	355	Large
24	Large	190	Medium	356	Small
25	Large	191	Small	357	Medium
26	Medium	192	Replace at driveway	358	Large
27	Medium	193	Large	359	Medium
28	Small	194	Medium	360	Small
29	Small	195	Small	361	Small
30	Medium	196	Small	362	Small
31	Small	197	Replace at driveway	363	Small
32	Small	198	Medium	364	Medium
33	Medium	199	Small	365	Small



34	Small	200	Medium	366	Large
35	Too big	201	Small	367	Too big
36	Small	202	Small	368	Too big
37	Small	203	Medium	369	Too big
38	Small	204	Replace at driveway	370	Replace at driveway
39	Medium	205	Medium	371	Large
40	Non-compliant Utility	206	Small	372	Medium
41	Fill chipped joint	207	Small	373	Medium
42	Uneven Utility	208	Large	374	Medium
43	Small	209	Medium	375	Replace at driveway
44	Small	210	Medium	376	Medium
45	Broken	211	Cut back shrubs	377	Replace
46	Small	212	Medium	378	Replace at driveway
47	Small	213	Medium	379	Small
48	Large	214	Large	380	Replace at driveway
49	Medium	215	Small	381	Replace at driveway
50	Small	216	Replace at driveway	382	Medium
51	Medium	217	Replace at driveway	383	Small
52	Broken	218	Medium	384	Replace at driveway
53	Medium	219	Small	385	Replace at driveway
54	Too big	220	Small	386	Small
55	Too big	221	Medium	387	Small
56	Medium	222	Large	388	Small
57	Small	223	Small	389	Replace at driveway
58	Broken	224	Medium	390	Small
59	Medium	225	Small	391	Improve ADA ramp
60	Large	226	Replace at driveway	392	Small
61	Small	227	Small	393	Large
62	Too big	228	Medium	394	Small
63	Too big	229	Small	395	Replace at driveway
64	Small	230	Medium	396	Small
65	Medium	231	Small	397	Medium
66	Small	232	Large	398	Small
67	Medium	233	Large	399	Medium
68	Large	234	Medium	400	Medium
69	Replace at driveway	235	Small	401	Replace at driveway
70	Replace at driveway	236	Replace at driveway	402	Small



71	Replace at driveway	237	Medium	403	Small
72	Medium	238	Small	404	Small
73	Medium	239	Replace at driveway	405	Small
74	Medium	240	Medium	406	Large
75	Medium	241	Small	407	Small
76	Small	242	Too big	408	Small
77	Small	243	Replace at driveway	409	Medium
78	Small	244	Too big	410	Medium
79	Medium	245	Small	411	Medium
80	Small	246	Too big	412	Small
81	Large	247	Replace at driveway	413	Medium
82	Too big	248	Medium	414	Small
83	Medium	249	Large	415	Small
84	Fill chipped joint	250	Too big	416	Small
85	Small	251	Medium	417	Too big
86	Too big	252	Replace at driveway	418	Large
87	Too big	253	Small	419	Too big
88	Broken	254	Small	420	Too big
89	Medium	255	Small	421	Replace at driveway
90	Too big	256	Small	422	Medium
91	Small	257	Medium	423	Medium
92	Medium	258	Large	424	Medium
93	Small	259	Large	425	Small
94	Small	260	Large	426	Medium
95	Replace at driveway	261	Small	427	Large
96	Large	262	Small	428	Small
97	Medium	263	Small	429	Small
98	Medium	264	Medium	430	Small
99	Small	265	Medium	431	Small
100	Medium	266	Small	432	Small
101	Small	267	Small	433	Small
102	Medium	268	Medium	434	Too big
103	Small	269	Small	435	Medium
104	Small	270	Medium	436	Medium
105	Replace at driveway	271	Small	437	Large
106	Large	272	Medium	438	Large
107	Small	273	Small	439	Small



108	Medium	274	Medium	440	Medium
109	Small	275	Medium	441	Small
110	Medium	276	Small	442	Fill chipped joint
111	Large	277	Replace at driveway	443	Medium
112	Small	278	Medium	444	Large
113	Small	279	Medium	445	Large
114	Small	280	Medium	446	Medium
115	Replace at driveway	281	Small	447	Medium
116	Medium	282	Small	448	Small
117	Medium	283	Large	449	Medium
118	Small	284	Medium	450	Medium
119	Medium	285	Replace at driveway	451	Improve ADA ramp
120	Remove wood	286	Large	452	Improve ADA ramp
121	Small	287	Replace at driveway	453	Too big
122	Medium	288	Replace at driveway	454	Medium
123	Large	289	Small	455	Small
124	Medium	290	Large	456	Small
125	Medium	291	Small	457	Medium
126	Large	292	Medium	458	Small
127	Medium	293	Medium	459	Small
128	Medium	294	Small	460	Large
129	Small	295	Replace at driveway	461	Medium
130	Medium	296	Medium	462	Small
131	Small	297	Large	463	Broken
132	Small	298	Small	464	Medium
133	Medium	299	Large	465	Small
134	Medium	300	Small	466	Small
135	Small	301	Medium	467	Small
136	Small	302	Small	468	Small
137	Small	303	Small	469	Too big
138	Large	304	Medium	470	Medium
139	Medium	305	Small	471	Small
140	Small	306	Large	472	Small
141	Too big	307	Replace at driveway	473	Large
142	Large	308	Small	474	Large
143	Large	309	Medium	475	Small
144	Medium	310	Replace at driveway	476	Small



145	Small	311	Medium	477	Medium
146	Replace at driveway	312	Small	478	Small
147	Medium	313	Medium	479	Medium
148	Large	314	Small	480	Large
149	Small	315	Small	481	Medium
150	Small	316	Large	482	Large
151	Cut back shrubs	317	Small	483	Large
152	Medium	318	Large	484	Medium
153	Large	319	Medium	485	Large
154	Broken	320	Small	486	Small
155	Too big	321	Replace at driveway	487	Medium
156	Large	322	Too big	488	Medium
157	Small	323	Replace at driveway	489	Medium
158	Replace at driveway	324	Replace at driveway	490	Medium
159	Medium	325	Medium	491	Medium
160	Large	326	Large	492	Large
161	Medium	327	Small	493	Medium
162	Medium	328	Small	494	Large
163	Medium	329	Large	495	Small
164	Large	330	Medium	496	Small
165	Large	331	Large	497	Small
166	Replace at driveway	332	Medium		



The photo to the left shows a displacement in which the driveway apron is higher than the adjacent sidewalk. We have been asked not to cut driveway aprons in this community; therefore, we have tagged these issues as “replace at driveway”. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a displacement that is too big to remove with our process. It is over 2" high. Cutting away the high concrete will leave a slab that is too thin and susceptible to breaking. This sidewalk panel should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



There is a displacement in this next photo tagged as "Improve ADA ramp". We cannot cut the sidewalk due to the truncated pad. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a utility issue. The drain grate in the sidewalk does not meet ADA design guidelines. Consideration should be given to replacing it. Because we are not a utility contractor, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows concrete chipped away from a joint between panels that can or should be filled. We do not provide this type of work because most of our customers can do it less expensively with their own staff and materials purchased locally.



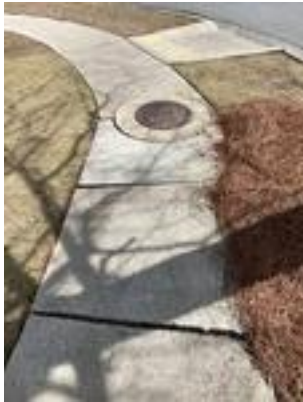
This next photo shows broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



There is a piece of wood in the photo to the left that has been installed by “someone” for some purpose. We are not sure why, but it is creating a potential trip & fall hazard and should be removed. This is not included in this repair offer.



This next photo shows a landscaping issue. The shrubs should be cut back to fully open the sidewalk to pedestrians. This is not work we provide since it is normally the responsibility of the property owner. It is not included in this repair offer.



The photo to the left shows a stretch of sidewalk that should be replaced with new concrete. There are too many issues included the utility in the sidewalk that make replacement a better option. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows another example of an ADA ramp that should be improved. The displacement at the curb is too large and broken for our repair process. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



Competitive Analysis

Versus Demolition & Replacement

Our biggest advantages over removal & replacement is cost and time.

Georgia Safe Sidewalks has 16 years of history removing vertical displacements for organizations throughout Georgia. Our average cost throughout our history to remove a vertical displacement is \$65 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at \$2.60 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between \$20 and \$25 per square foot. Costs associated with removal and replacement include:

- ✚ Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- ✚ Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- ✚ Disposal costs for waste concrete at landfills.
- ✚ Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

Estimated Concrete “not” Removed: 10,900 square feet

Estimated Savings: \$168,000

Additional Benefits over Demolition & Replacement

- ✚ Small crew means less disruption to the community during production.
- ✚ Small equipment means no risk of damage to property landscaping, irrigation systems, utilities, and personal property.
- ✚ No threat of vandalism to wet concrete.
- ✚ Faster production means less disruption to the community.
- ✚ Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- ✚ Small equipment means less greenhouse gas emissions into the environment.



Versus Grinding & Scarifying

These photos are of typical grinds on sidewalks in Georgia.

The photos at right show the uneven, unprofessional appearance of sidewalk repair by a grinder or scarifier. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. They show how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.



Additional Benefits over Grinding

- ✚ Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- ✚ GASS removes the entire trip hazard each and every time.
- ✚ GASS guarantees an ADA compliant repair.
- ✚ GASS is priced equal to or lower than grinding. Most grinding companies charge \$15-\$20 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to \$3-\$4 per square foot.



OSHA Certification

You need to be careful if you are doing your own grinding and asking employees to do this type of work. First, to grind a sidewalk you must utilize equipment that will minimize dust. The equipment being used must include dust abatement.

Second, your employee or contractor performing this work must be wearing the recommended safety gear to work in a dusty environment. Third, any employee of yours, or your vendor must be certified by a physician for permission to work while wearing this safety equipment. If you send an employee to rent a grinder to repair sidewalks without this certification, you are in violation of OSHA regulations and can be fined or held liable in future years for any health issues to that employee.

All employees at Georgia Safe Sidewalks have been physician certified and meet OSHA requirements.

"Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder."



VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED

PART 1. GENERAL

Date: This Agreement made this _____ day of _____, 20____

1.1 Contractor

Georgia Safe Sidewalks
PO Box 336
Nicholson, GA 30565
Office: 770-722-2534
Email: Todd@GASafeSidewalks.com
Contractor's Representative: Todd Fulk

1.2 Client (herein called "Client") _____

Project Address Location:

On Site Contact Phone: _____

On Site Contact Email: _____

1.3 Project. Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated _____. Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated _____. All concrete shall be disposed of as required by law.



PART 3. PAYMENT/AUTHORIZATION

3.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.
- B. The Client shall pay the Contractor the amount not to exceed \$_____ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.
- C. Other terms: N/A

3.2 LEGAL

- A. **Authorization.** By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.
- B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

Client: _____

By: _____
Signature & Title

Printed Name

Date: _____

Georgia Safe Sidewalks

By: _____
Signature & Title

Printed Name

Date: _____



Sidewalk Inspection Summary And Repair Proposal



City of Flowery Branch
Sterling Pods D & E
March 17, 2024





Inspection Results

Following is a summary of a visual inspection of walkways conducted by Georgia Safe Sidewalks. This summary identifies defects we have identified in your walkways and provides an offer to remove vertical displacements using our horizontal saw-cutting procedure. The vertical displacements we have identified in your walkways represent a safety risk to pedestrians and a liability risk to the property owner. The American's with Disabilities Act places responsibility to maintain safe access to pedestrians and sets very specific guidelines in regards to the repair of uneven walkways.

ADA Issues: Our inspection has identified 373 pedestrian safety issues in your walkways that can be considered violations of ADA guidelines.

This inspection and summary is based upon our personal knowledge of ADA Guidelines. It is intended to be as comprehensive as possible, but in no way guarantees full compliance. Issues may exist of which we are not aware or did not observe. Our specialty is identifying vertical displacements.

Vertical Displacements: 323 (87%) of the ADA violations identified in this risk assessment are vertical displacements that can be removed with our repair process.

Potential Savings: Using Georgia Safe Sidewalks to remove the vertical displacements identified in this risk assessment will improve pedestrian safety and compliance with ADA at a savings of approximately \$82,000 versus traditional methods such as demolition and replacement.



Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

This is What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite mapping technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a detailed summary identifying locations for issues that cannot be remedied with our repair process.





Policies & Support Materials

Sole Source versus Bidding: Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to “bid” a project, then this proposal should **not** be considered as our official bid. If you want a project bid, then **you** will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for your sidewalk maintenance responsibilities to Georgia Safe Sidewalks.

Safety & Insurance: Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

Warranty on Service: No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our guarantee for our repair is as follows:

- All displacements will be removed to a 0” height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.
- There will be no damage to surrounding landscaping, utilities or personal property.



ADA Guidelines for Trip Hazards:

Georgia Safe Sidewalks strives to meet compliance with ADA guidelines on each and every trip hazard repair that we make. Those guidelines are as follows:

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.

Vertical Change in Level

TECHNICAL CHAPTER 3: BUILDING BLOCKS

303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.

Examples of ADA Violations according to these Guidelines

Large (1-3/4" high)



Medium (7/8" high)



Small (1/2" high)





2024 Pricing Policy

Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the vertical displacement measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2") + Height on low side (1/4")}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

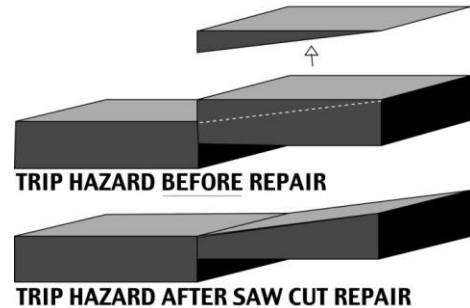
Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

Pricing & Volume Discounts:

- ✚ Our pricing is based upon project size. Price discounts vary depending upon the size of your project.

Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is \$1,000. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is \$2,000.



Sole Source:

Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk trip hazards as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for trip hazard removal using the equipment and methods described in these patent numbers within the state of Georgia.

Payment Terms: All invoices are due **15-days** from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks' work.

Inspection Fees: This proposal may have been created after an inspection was completed and paid for by the customer. In the event the customer has paid a fee for their original inspection, they have 6-months to approve the full project offer in order to receive a rebate on the original inspection.

Additional Charges:

- Credit card payments are acceptable with an additional fee equal to 3% added to each invoice.
- Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.
- If the customer requires custom insurance certificates with a vendor registration fee, a \$200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.
- If required to "register" with a vendor management company, a fee of \$200 will be added to the invoice to cover the registration fee requirement.



Offer Summary

The maps and tables on the following pages provide a general location for the vertical displacements that we identified and summarize their severity. Due to limited accuracy with GPS technology this information should only be used for general locations.

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee. This option has already been discounted by 6%.

Price: \$32,380

Days to Complete: ~ 6 days

Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. This option has already been discounted by 4%.

Price: \$23,390

Days to Complete: ~ 4 days

Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements. This option has already been discounted by 4%.

Price: \$13,685

Days to Complete: ~ 3 days

Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount they can afford, and an area to begin by providing us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

Our minimum is \$1,000

Projects above \$5,000 are discounted by 2%

Projects above \$10,000 are discounted by 4%

Projects above \$25,000 are discounted by 6%

Projects above \$50,000 are discounted by 8%

Projects above \$100,000 are discounted by 10%

7

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months. Operating costs increase with time, and sidewalk conditions change over time.

- ✚ After 6-months, the prices provided in this quotation will be increased by 5%.
- ✚ If unable to make a decision within 12 months, no problem, the proposal will still be valid, but the prices shown will be increased by 10%.
- ✚ If still unable to make a decision after 2 years, we still want your business. We will honor this proposal for as long as 24-months but the pricing shown at that point will be increased by an additional 10%.

In the event that we are asked to return to a property/community to re-inspect it, the 2nd inspection will be conducted at a cost of \$300 per pedestrian mile.

Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 90 trip hazards or 120 inch-feet in a single day depending upon their size and location.

First Available Start Date: July 29th

Our business has grown in popularity enough that we carry a steady 3-month backlog throughout the year. Uncertain business conditions and the fact that our employees are trained, skilled tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.



Terminology

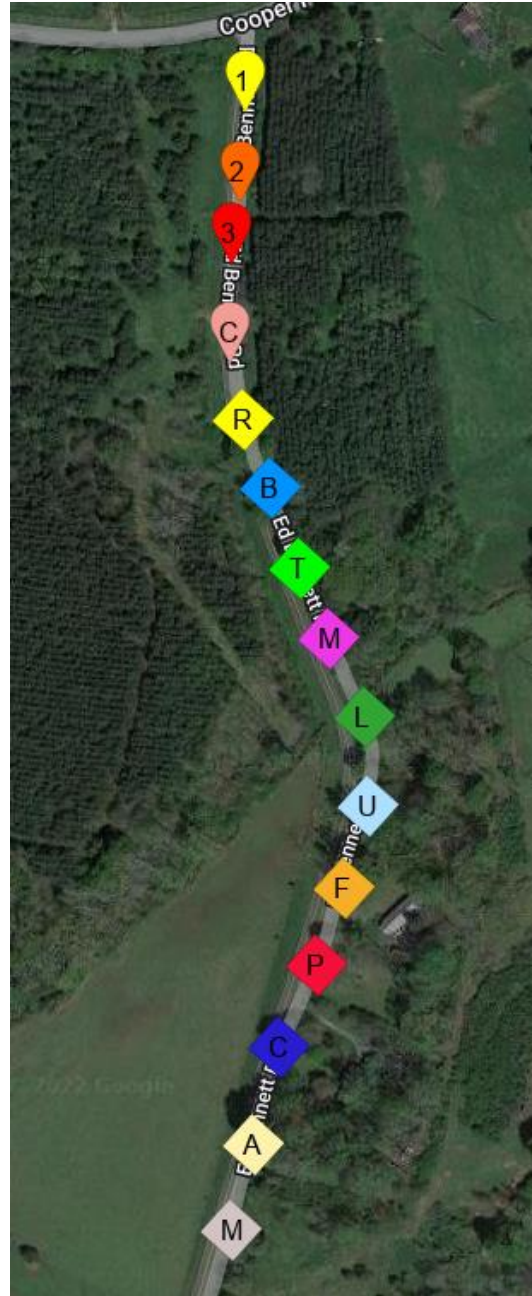
The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼" and less than 2" in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.

Repairs we can make that are included in this repair offer:

- A yellow balloon identifies a small vertical displacement estimated to be between ¼" and ½" high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8" and 1" high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8" and 2" high.
- A pink balloon identifies a curb cut that we can make.

Repairs beyond our services, issues that require another source and is not included in this repair offer:

- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair. The sidewalk
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2" high and requires new concrete instead of a repair.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It can be buried sidewalk, or overgrown sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk or uneven with the walking surface.
- An orange diamond identifies a wide gap in the walkway that needs filled.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the storm runoff catch basin.
- A pale-yellow diamond identifies an issue/problem with an ADA ramp.
- A gray diamond is a miscellaneous sidewalk problem or comment.



9

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Full Area Inspected





Repair Options

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee.

Price: \$32,380

Days to Complete: ~ 6 days

	Small Hazards 1/4" to 1/2"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	180	84	59		
				Total # of Hazards	323
				Curbing (ft)	0 ft

The map below shows all trip & fall hazards identified in our survey that can be removed with our repair process.

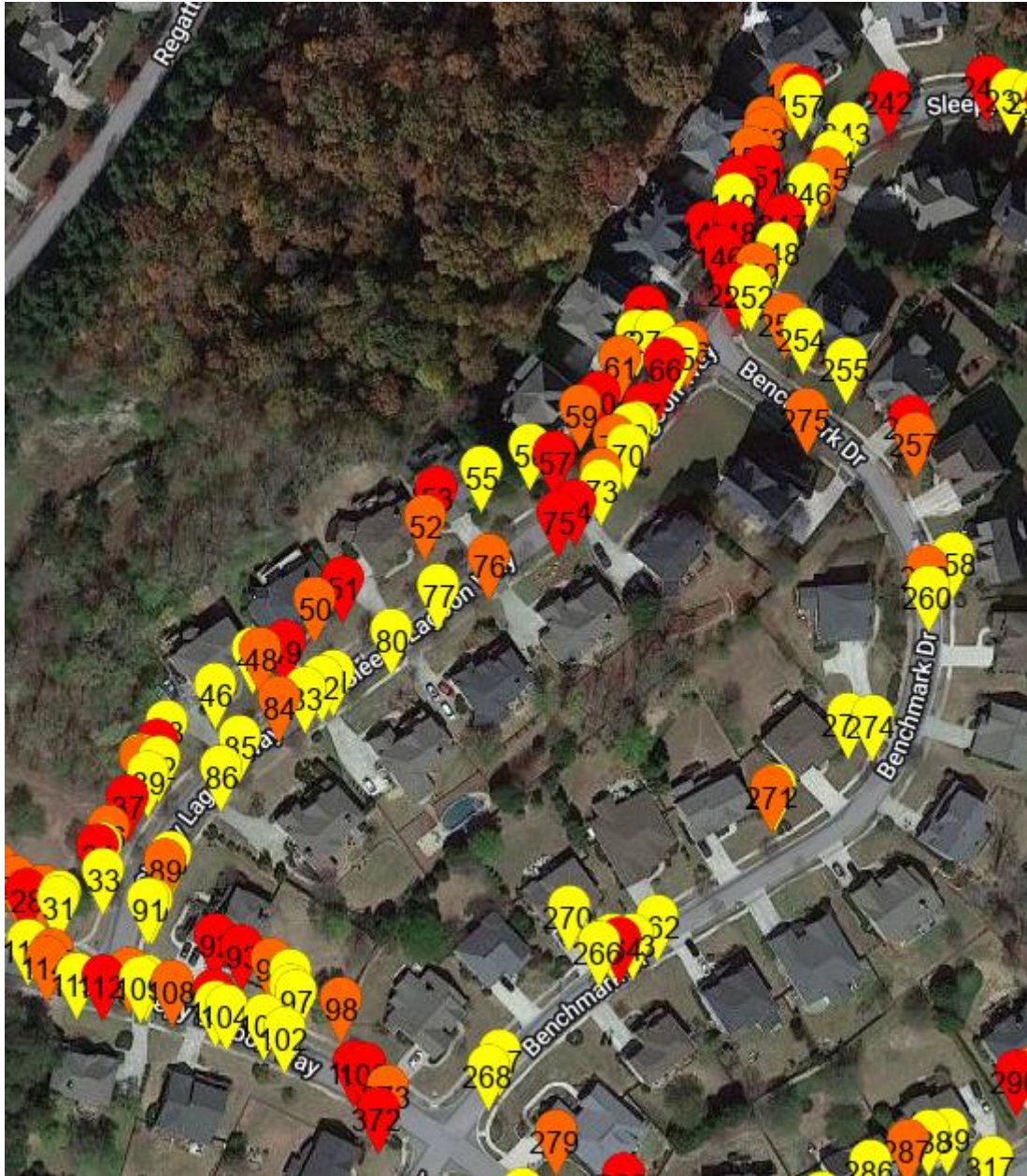


11

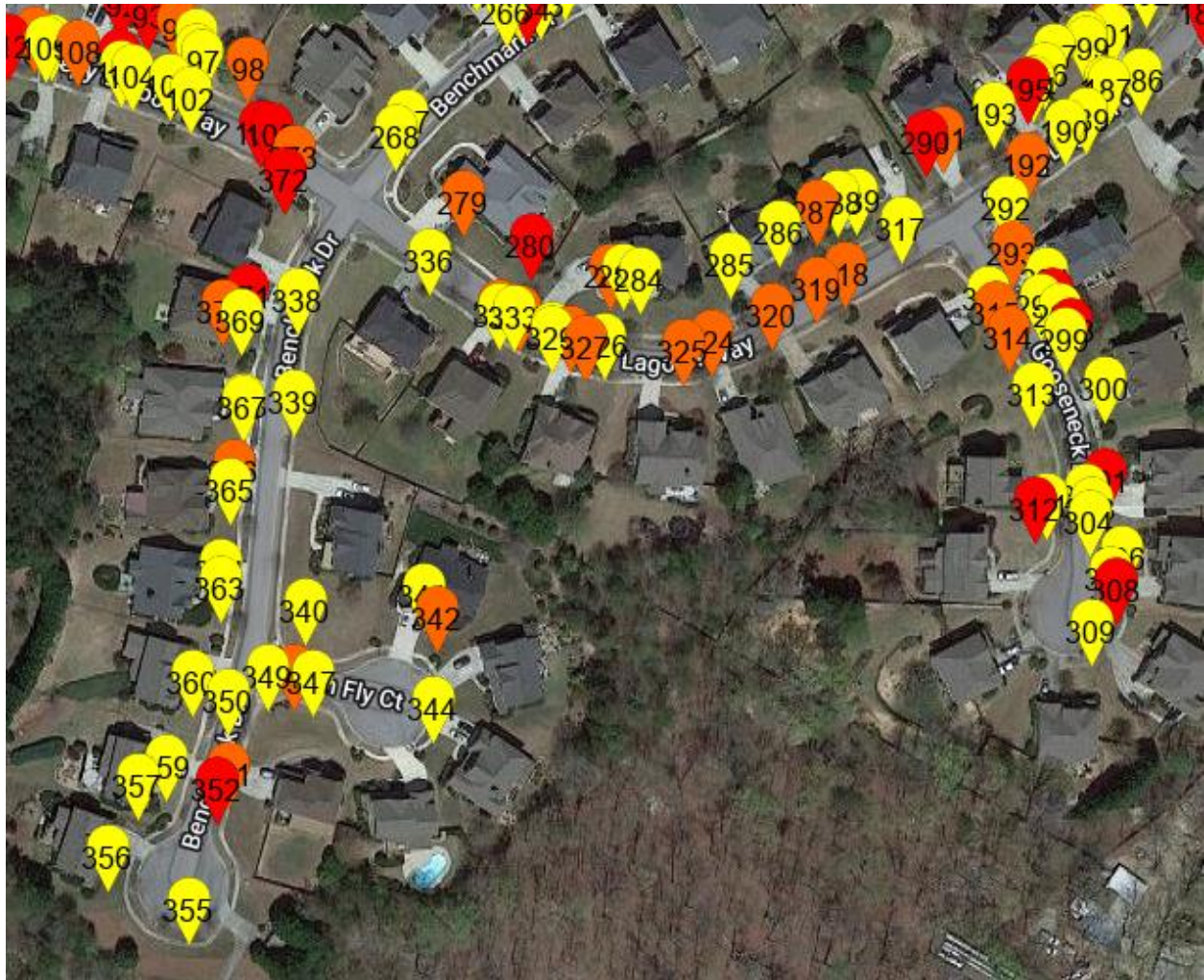
P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.











Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. Smaller hazards will remain in the walkways.

Price: \$23,390

Days to Complete: ~ 4 days

	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	84	59		
			Total # of Hazards	143

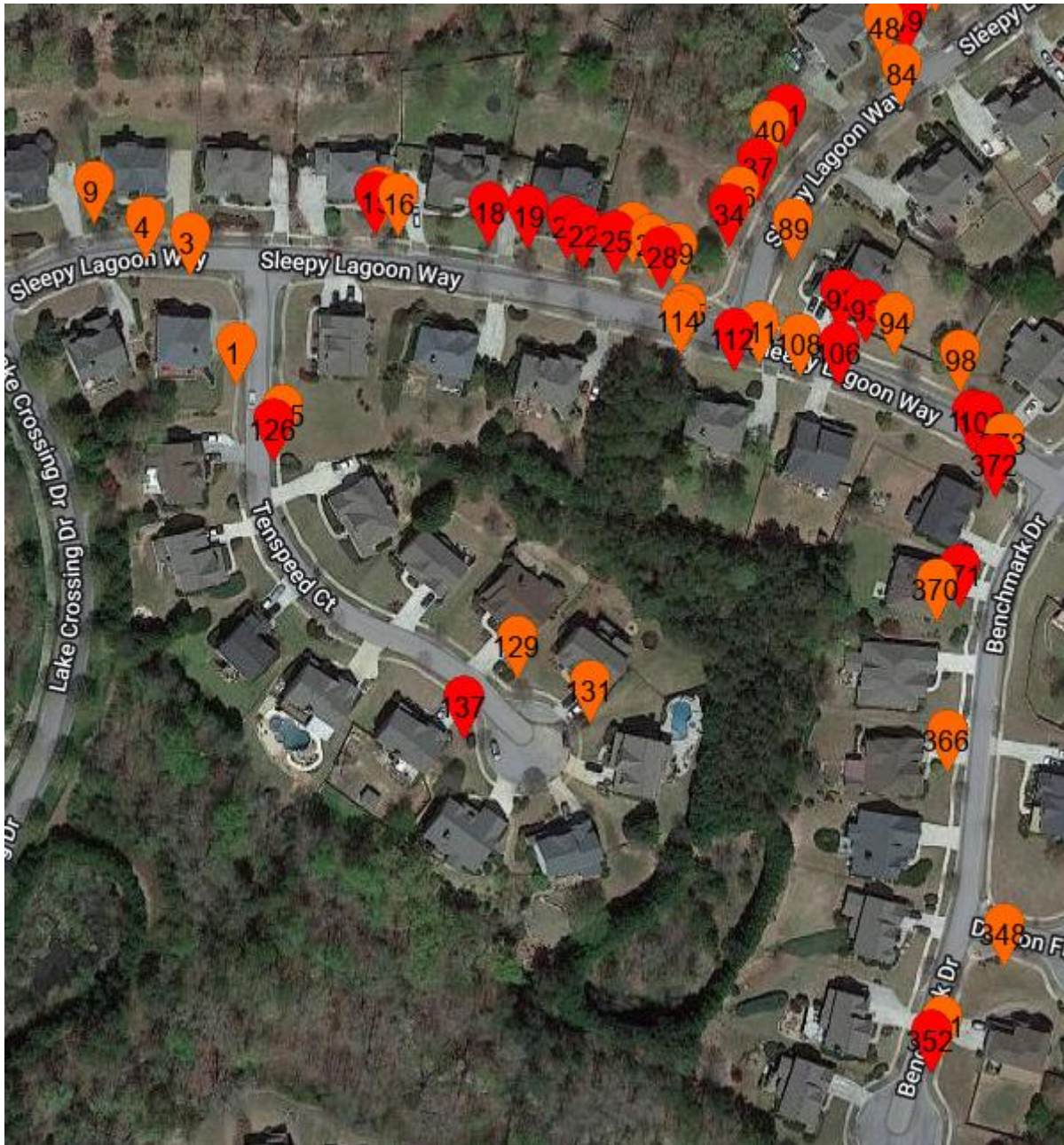
The maps below show the location of the medium sized vertical displacements identified in our survey followed by the smaller displacements identified in our survey. The maps of the smaller displacements show what will be left behind if a full project is not approved.

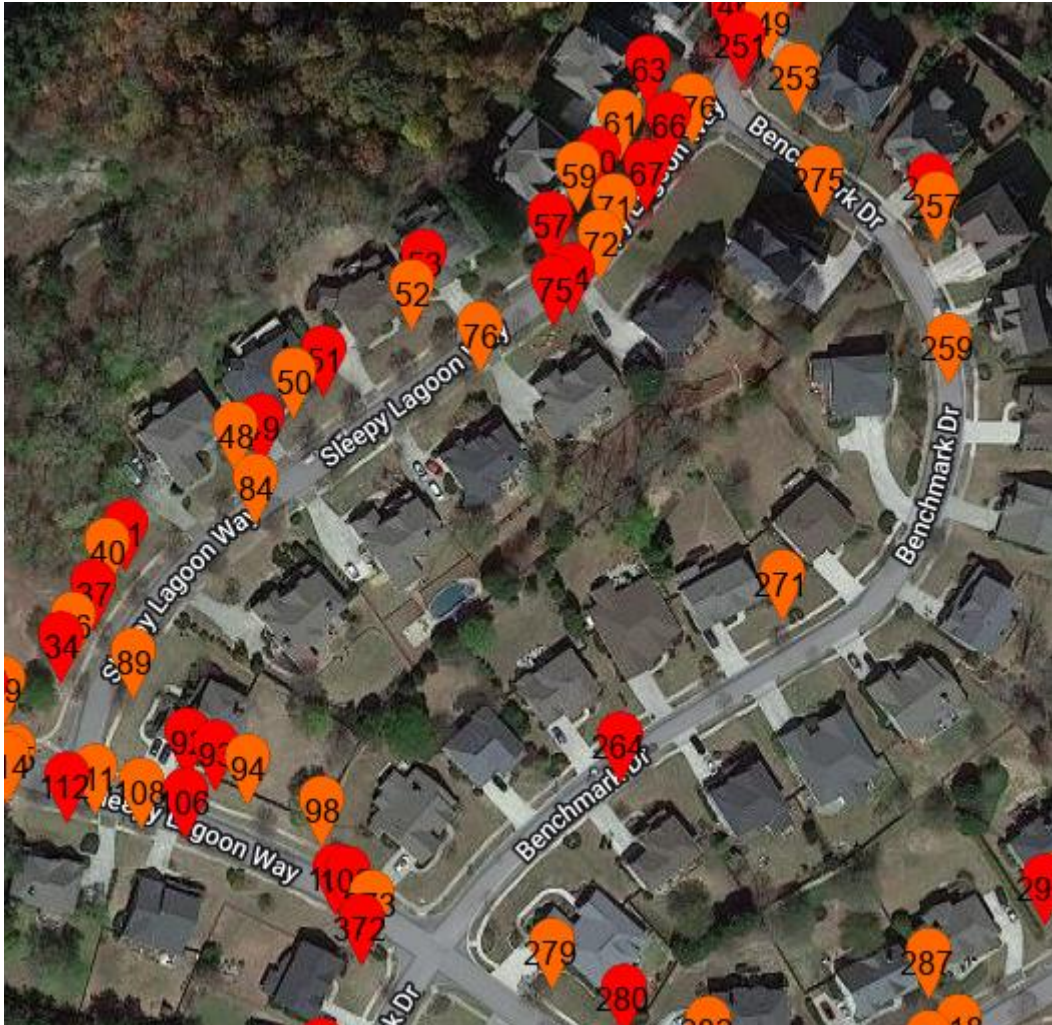


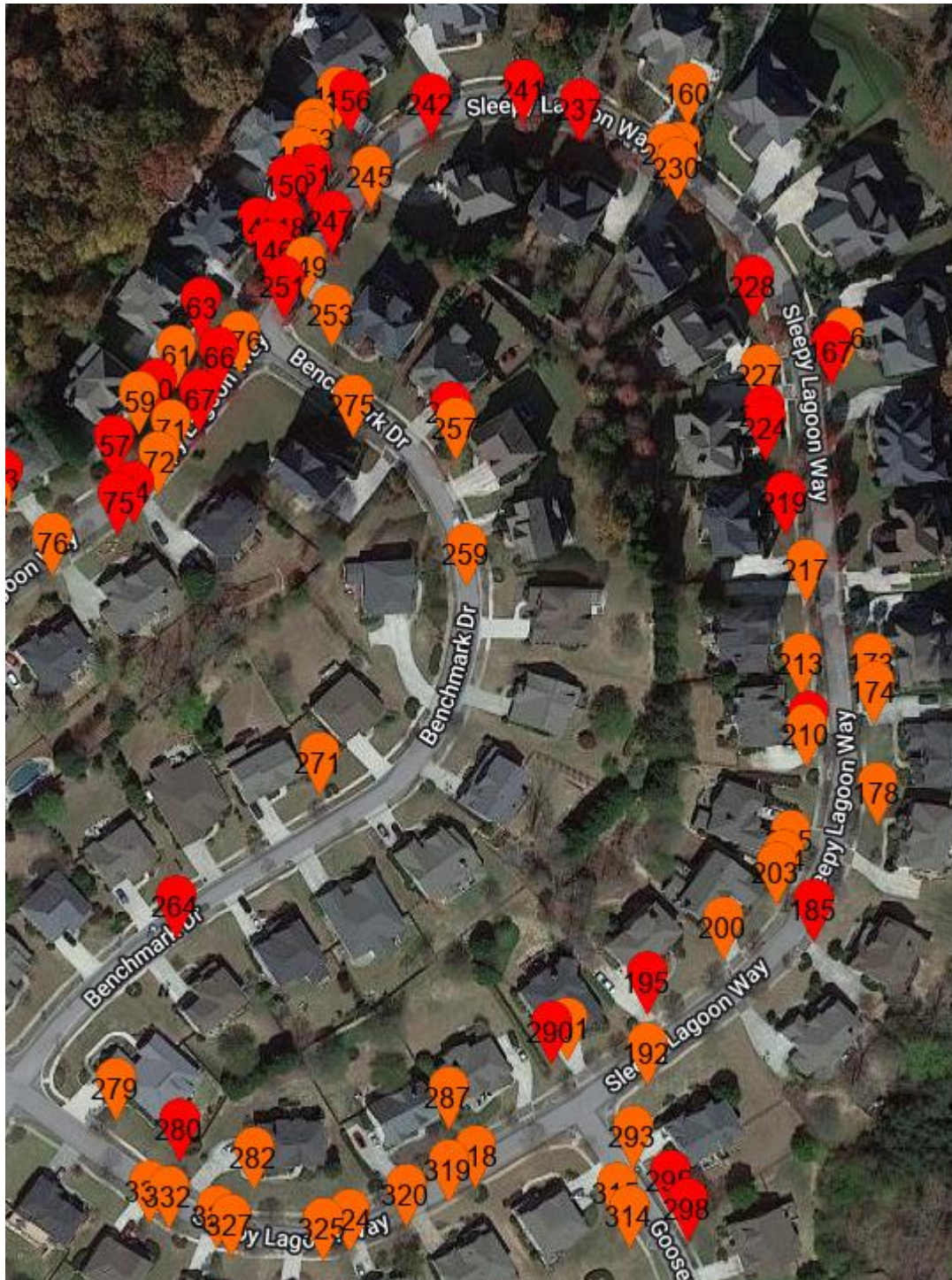
16

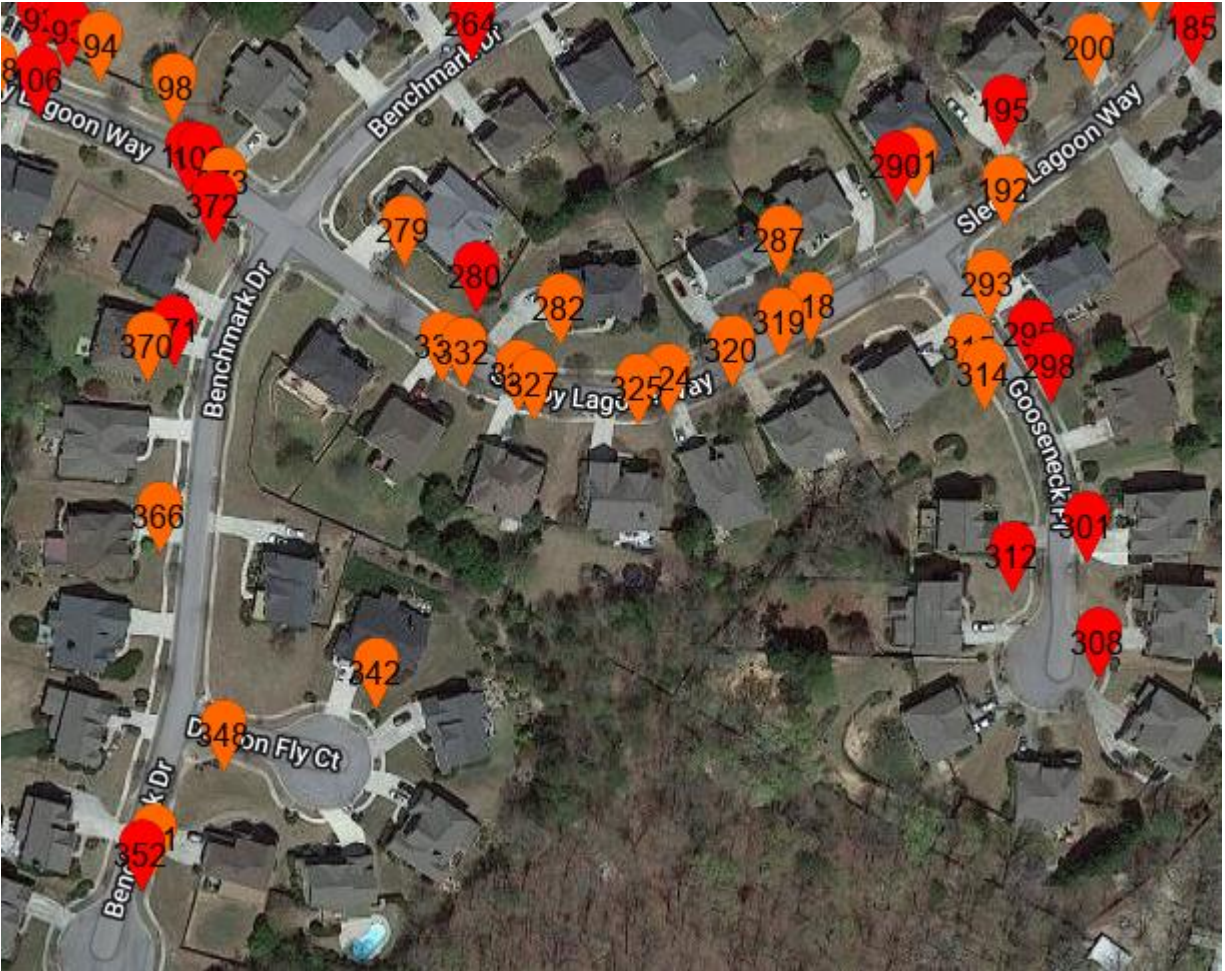
P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



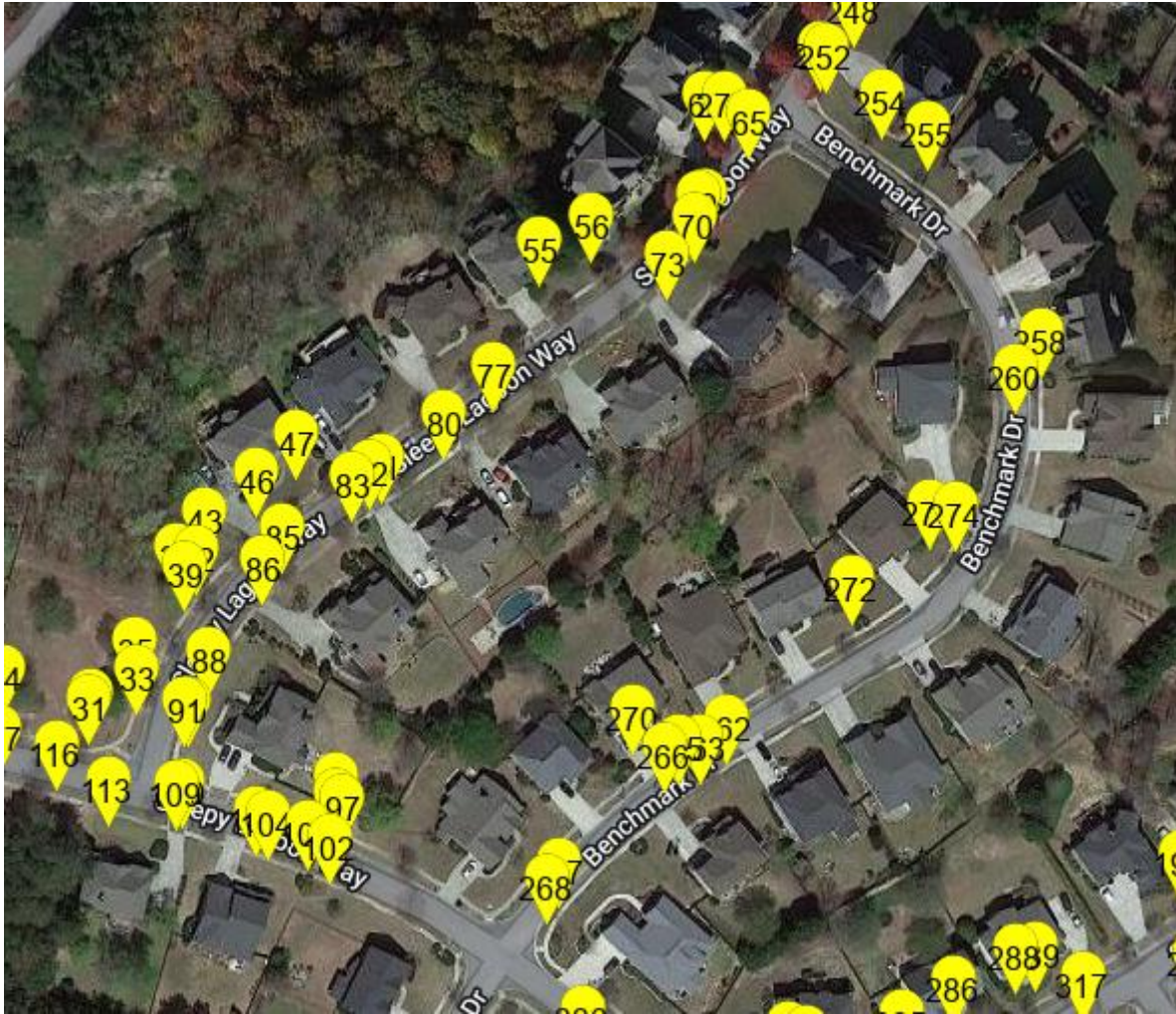


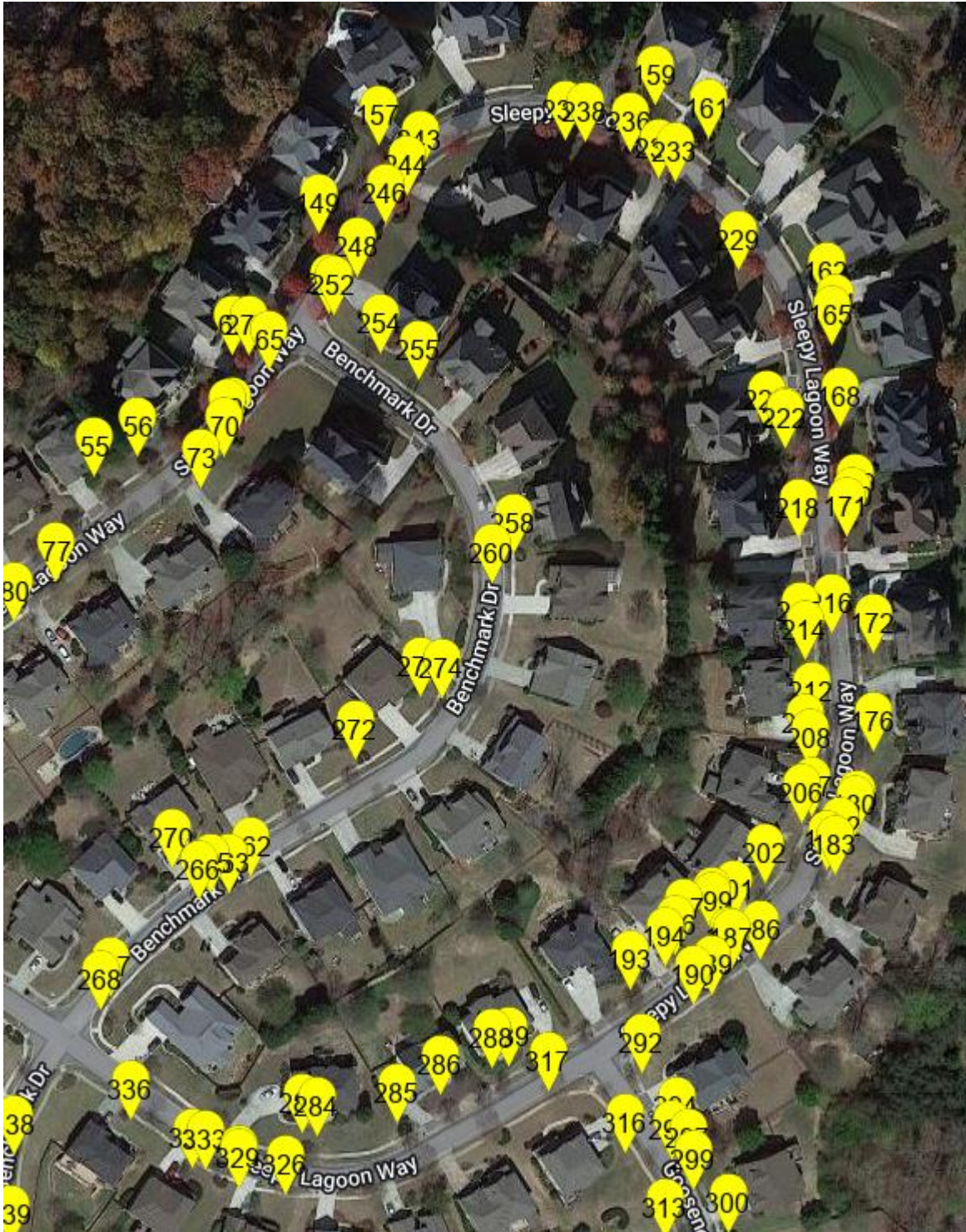


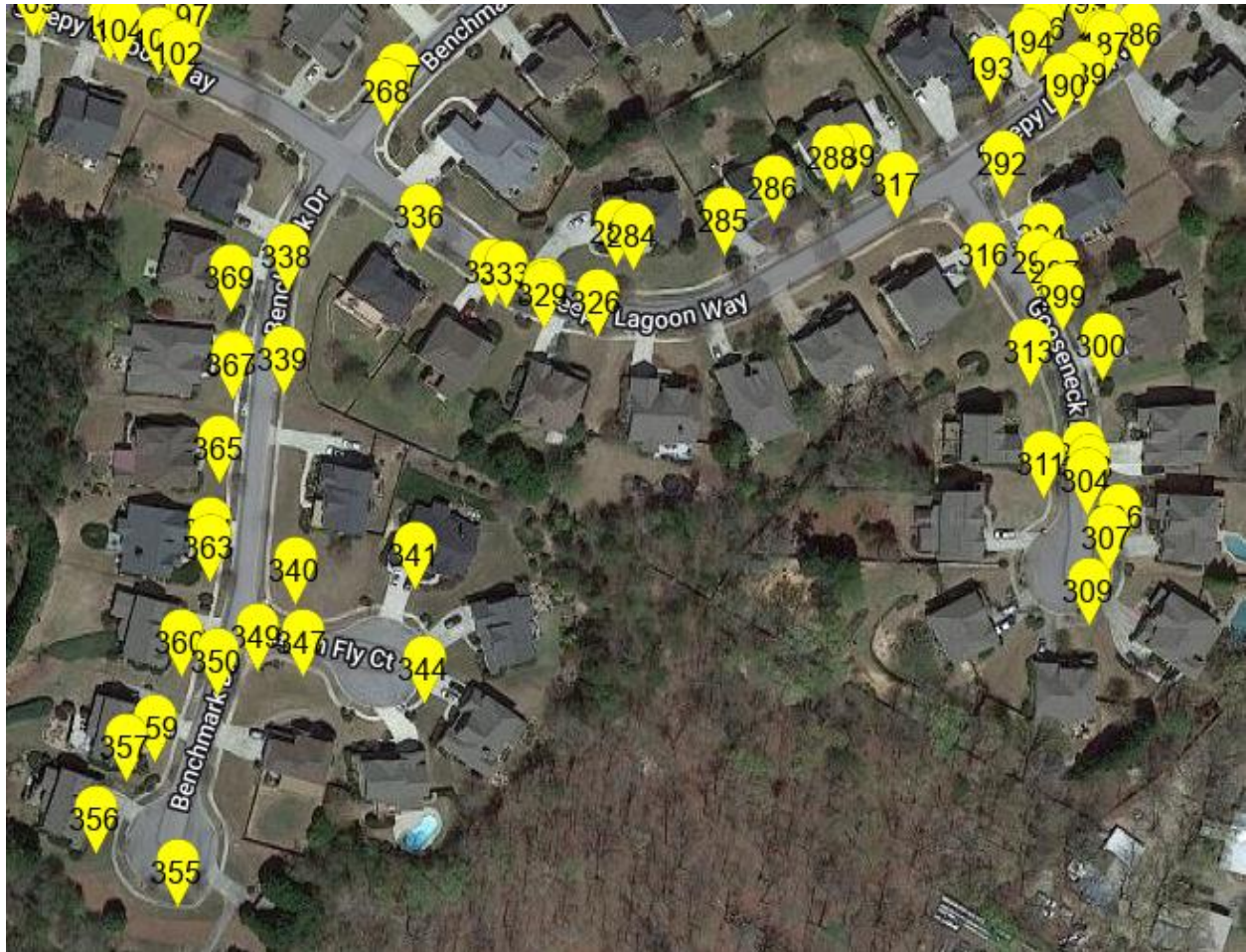














Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements.

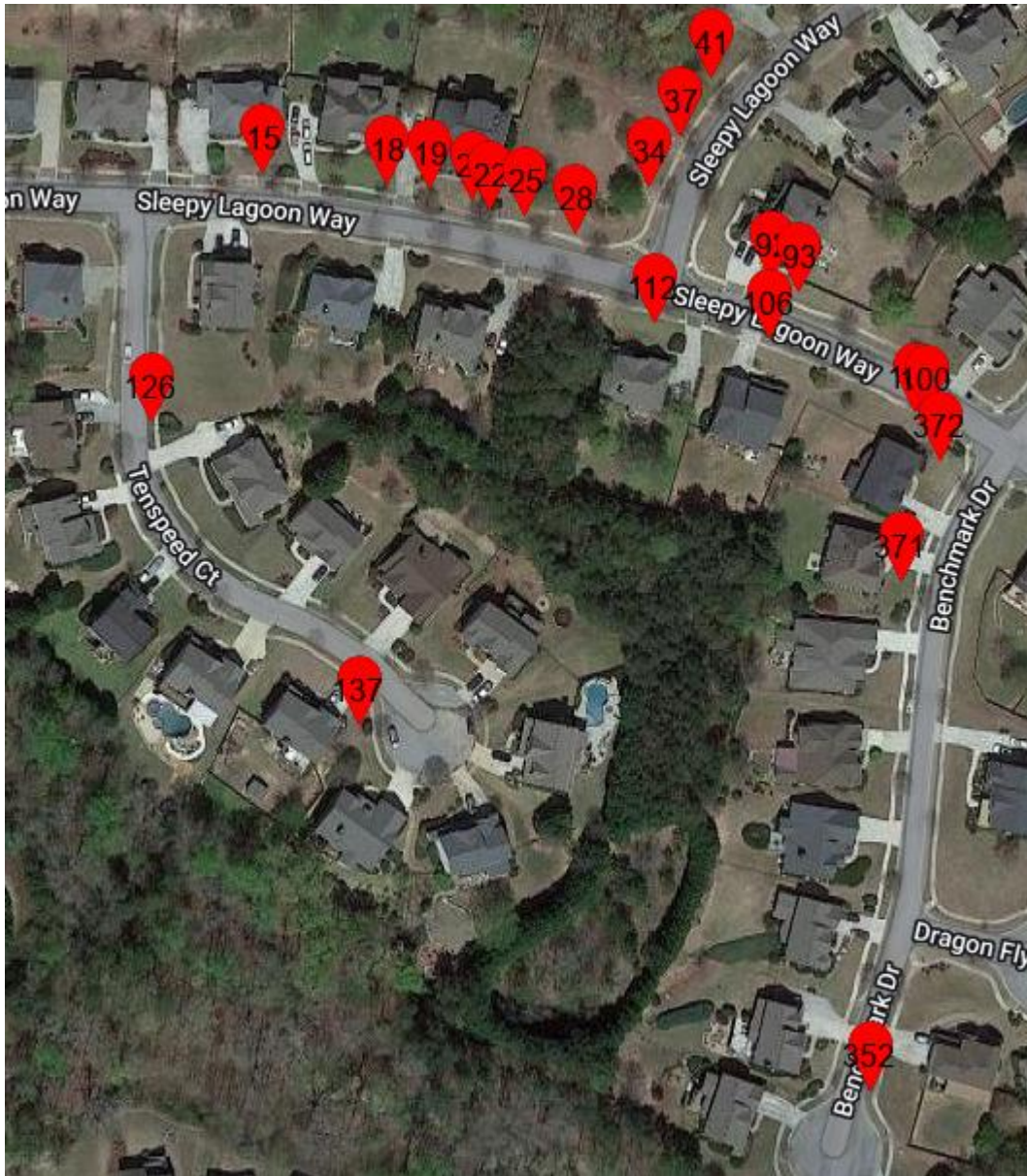
Price: \$13,685

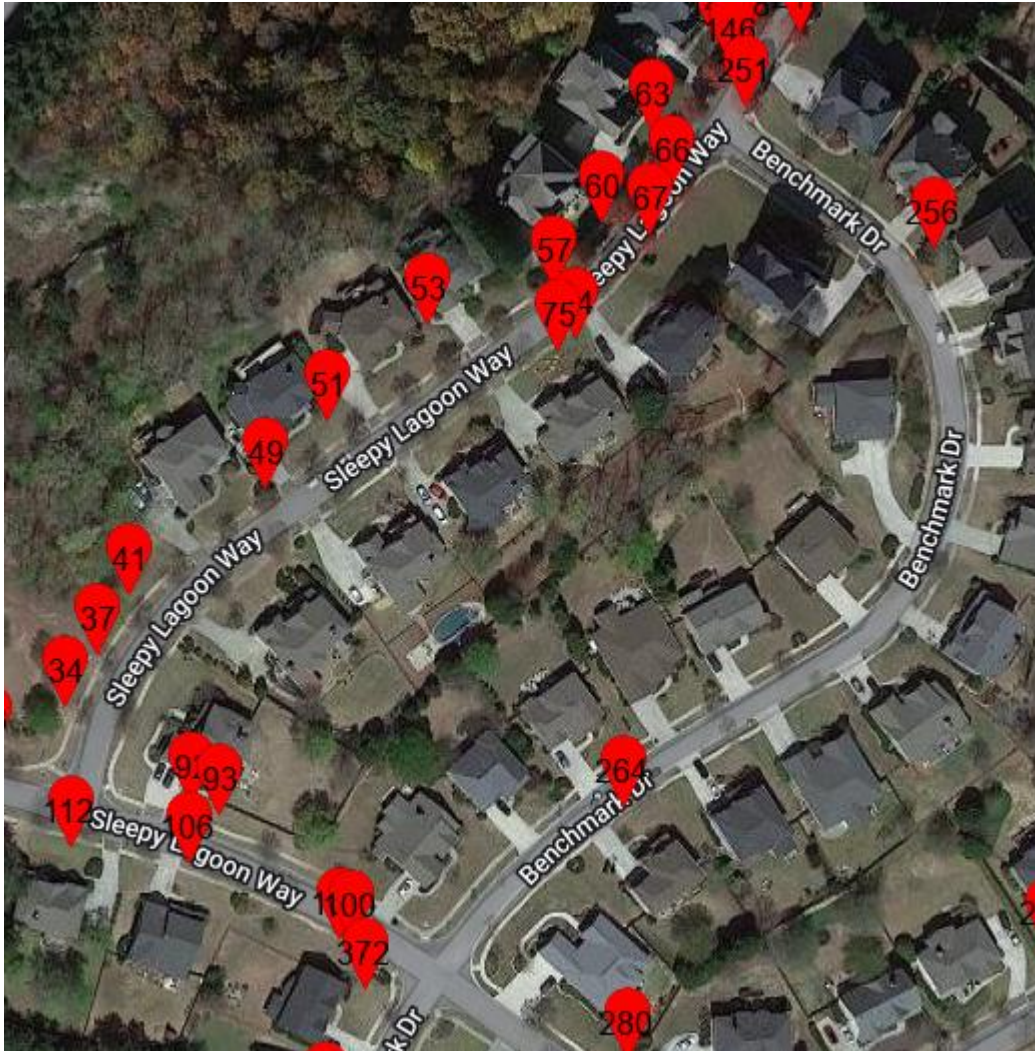
Days to Complete: ~ 3 days

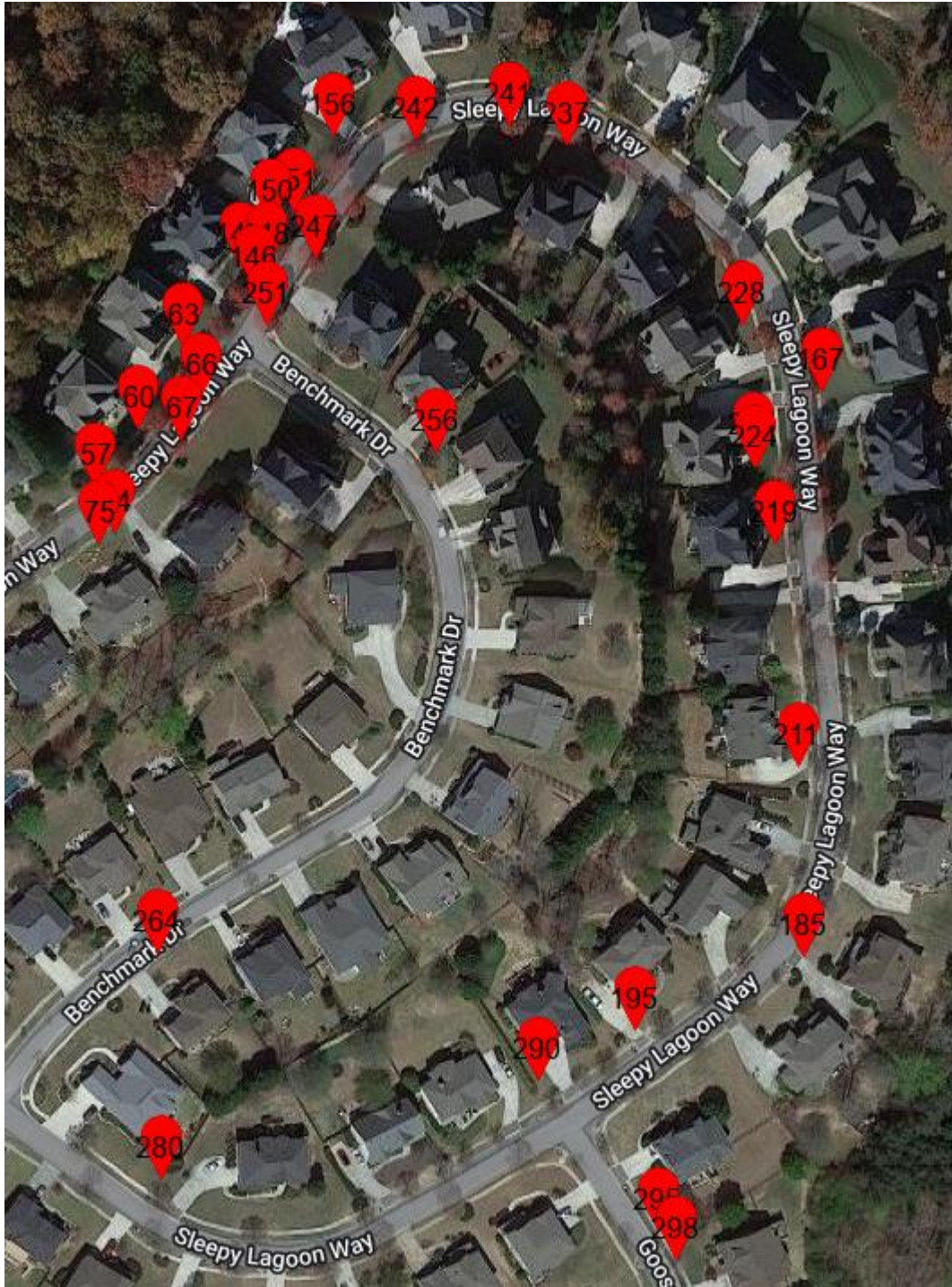
	Large Hazards 1-1/8" to 2"		
# of Hazards	59		
		Total # of Hazards	59

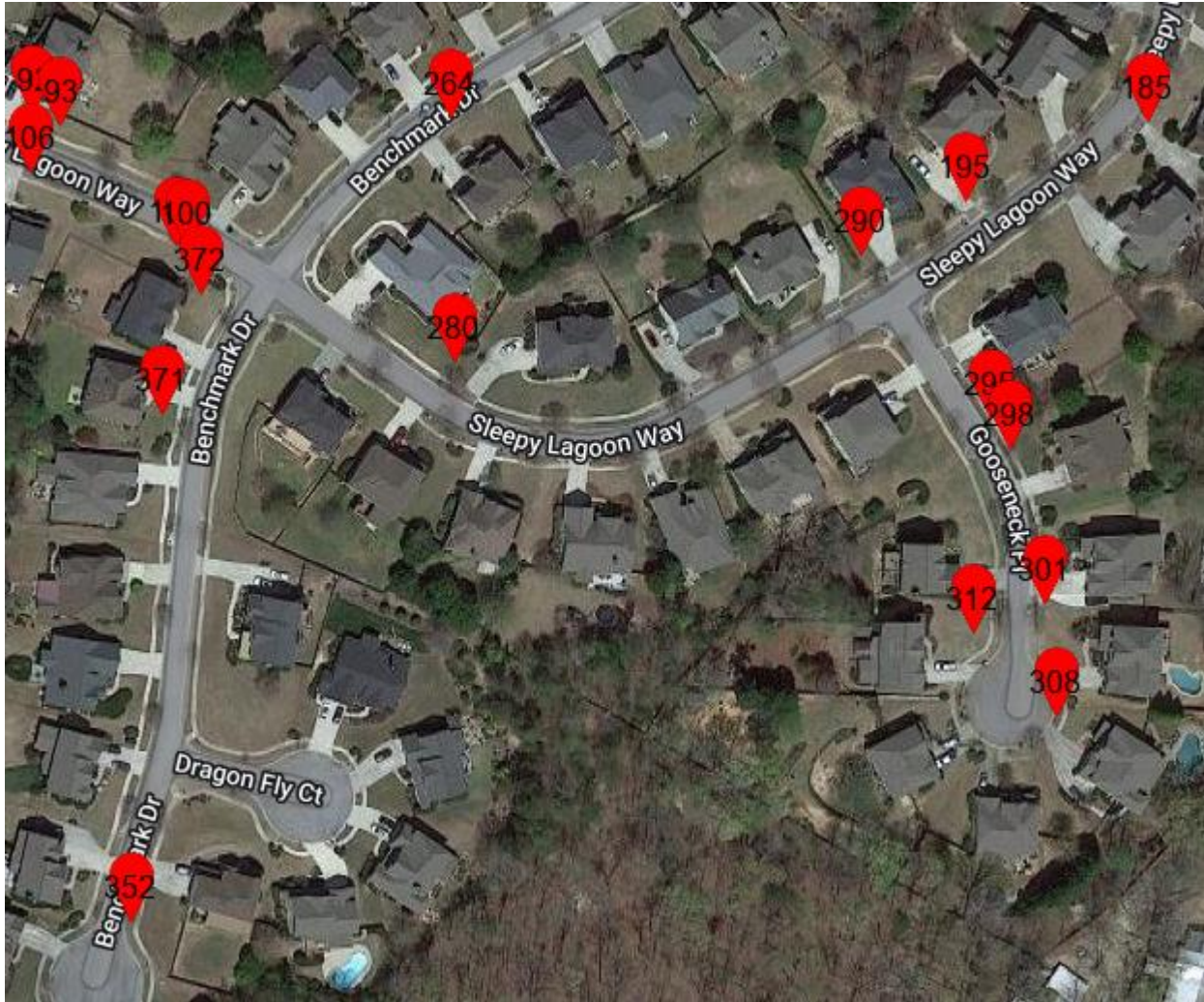
The map below shows the approximate location of the large vertical displacements identified in our survey.

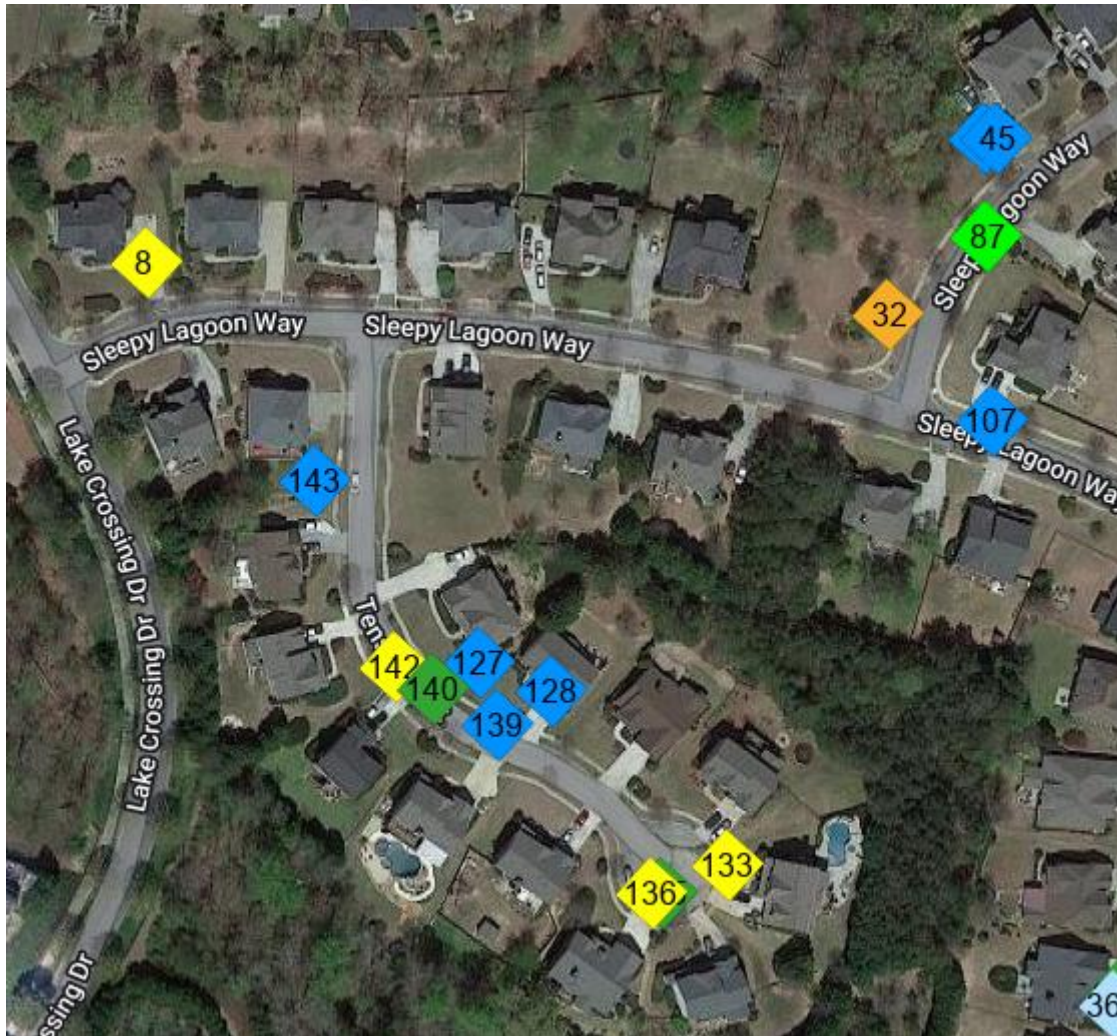


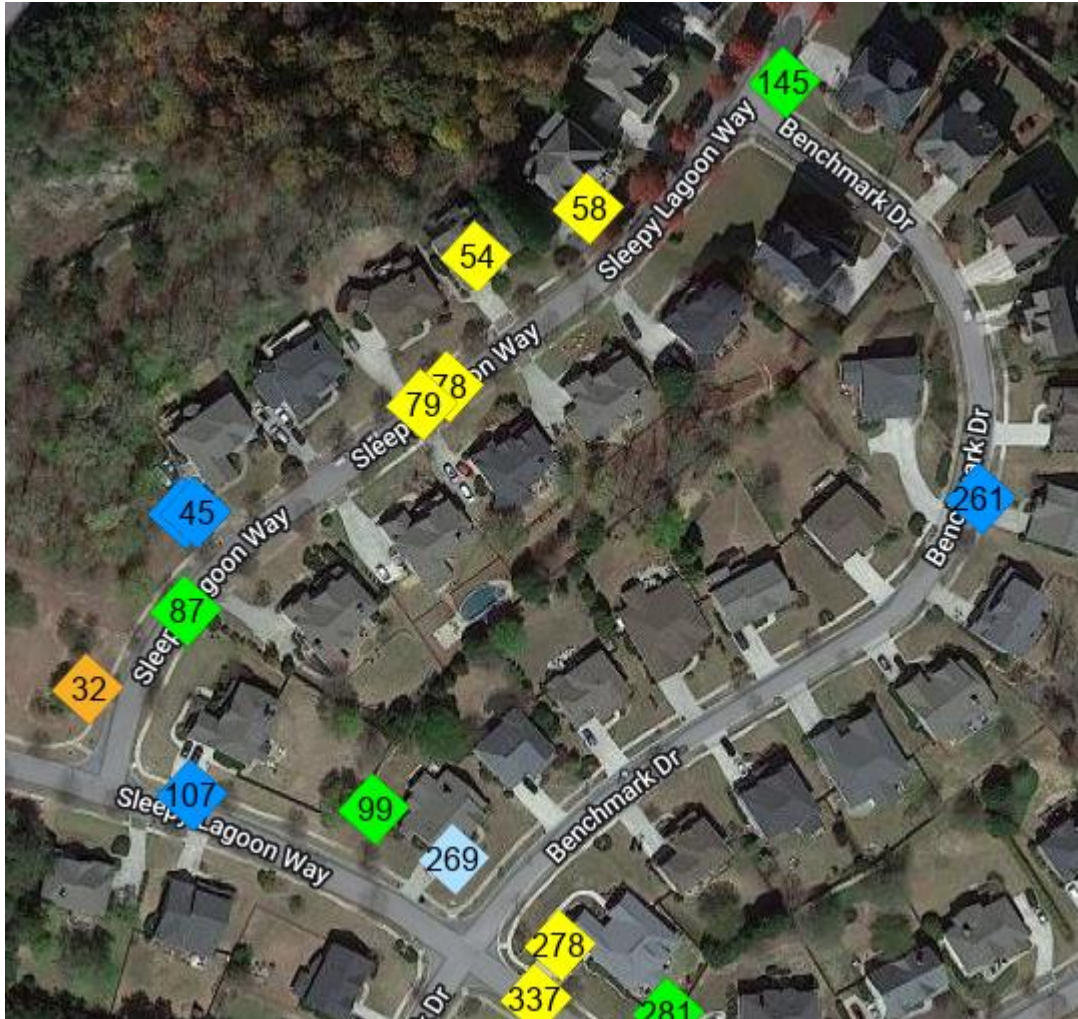




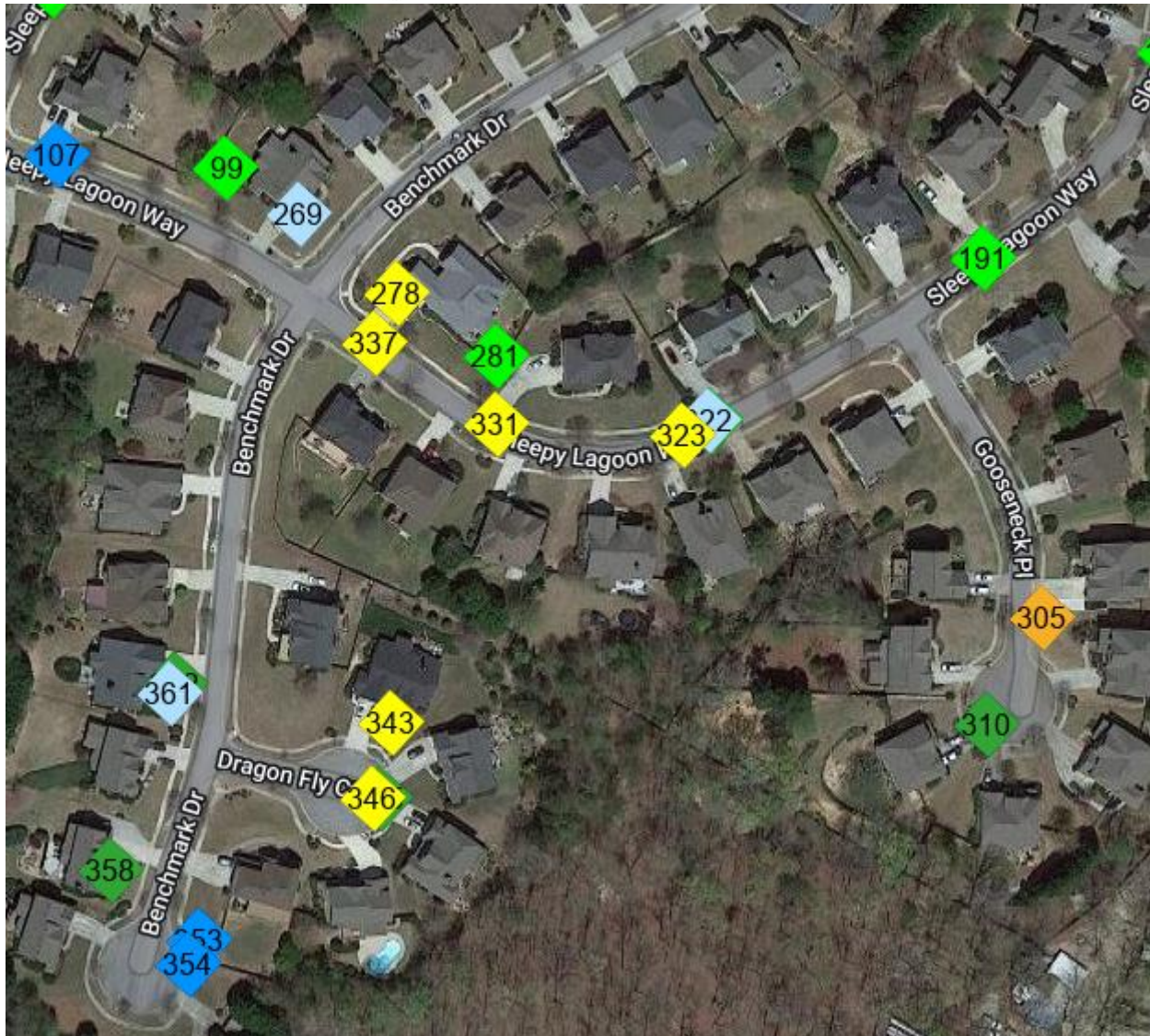














Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Medium	126	Large	250	Small
2	Small	127	Broken	251	Large
3	Medium	128	Broken	252	Small
4	Medium	129	Medium	253	Medium
5	Small	130	Small	254	Small
6	Small	131	Medium	255	Small
7	Small	132	Small	256	Large
8	Replace at driveway	133	Replace at driveway	257	Medium
9	Medium	134	Small	258	Small
10	Small	135	Cut back shrubs	259	Medium
11	Small	136	Replace at driveway	260	Small
12	Small	137	Large	261	Broken
13	Small	138	Small	262	Small
14	Medium	139	Broken	263	Small
15	Large	140	Cut back shrubs	264	Large
16	Medium	141	Small	265	Small
17	Small	142	Replace at driveway	266	Small
18	Large	143	Broken	267	Small
19	Large	144	Small	268	Small
20	Small	145	Too big	269	Uneven utility
21	Large	146	Large	270	Small
22	Large	147	Large	271	Medium
23	Small	148	Large	272	Small
24	Small	149	Small	273	Small
25	Large	150	Large	274	Small
26	Medium	151	Large	275	Medium
27	Medium	152	Medium	276	Medium
28	Large	153	Medium	277	Small
29	Medium	154	Medium	278	Replace at driveway
30	Small	155	Medium	279	Medium
31	Small	156	Large	280	Large
32	Fill chipped joint	157	Small	281	Too big
33	Small	158	Missing	282	Medium



34	Large	159	Small	283	Small
35	Small	160	Medium	284	Small
36	Medium	161	Small	285	Small
37	Large	162	Small	286	Small
38	Small	163	Replace at driveway	287	Medium
39	Small	164	Small	288	Small
40	Medium	165	Small	289	Small
41	Large	166	Medium	290	Large
42	Small	167	Large	291	Medium
43	Small	168	Small	292	Small
44	Broken	169	Small	293	Medium
45	Broken	170	Small	294	Small
46	Small	171	Small	295	Large
47	Small	172	Small	296	Small
48	Medium	173	Medium	297	Small
49	Large	174	Medium	298	Large
50	Medium	175	Broken	299	Small
51	Large	176	Small	300	Small
52	Medium	177	Too big	301	Large
53	Large	178	Medium	302	Small
54	Replace at driveway	179	Small	303	Small
55	Small	180	Small	304	Small
56	Small	181	Too big	305	Fill chipped joint
57	Large	182	Small	306	Small
58	Replace at driveway	183	Small	307	Small
59	Medium	184	Small	308	Large
60	Large	185	Large	309	Small
61	Medium	186	Small	310	Cut back shrubs
62	Small	187	Small	311	Small
63	Large	188	Small	312	Large
64	Medium	189	Small	313	Small
65	Small	190	Small	314	Medium
66	Large	191	Too big	315	Medium
67	Large	192	Medium	316	Small
68	Small	193	Small	317	Small
69	Small	194	Small	318	Medium
70	Small	195	Large	319	Medium



71	Medium	196	Small	320	Medium
72	Medium	197	Small	321	Too big
73	Small	198	Small	322	Uneven utility
74	Large	199	Small	323	Replace at driveway
75	Large	200	Medium	324	Medium
76	Medium	201	Small	325	Medium
77	Small	202	Small	326	Small
78	Replace	203	Medium	327	Medium
79	Replace at driveway	204	Medium	328	Medium
80	Small	205	Medium	329	Small
81	Small	206	Small	330	Small
82	Small	207	Small	331	Replace at driveway
83	Small	208	Small	332	Medium
84	Medium	209	Small	333	Small
85	Small	210	Medium	334	Small
86	Small	211	Large	335	Medium
87	Too big	212	Small	336	Small
88	Small	213	Medium	337	Replace at driveway
89	Medium	214	Small	338	Small
90	Small	215	Small	339	Small
91	Small	216	Small	340	Small
92	Large	217	Medium	341	Small
93	Large	218	Small	342	Medium
94	Medium	219	Large	343	Replace at driveway
95	Small	220	Too big	344	Small
96	Small	221	Too big	345	Cut back shrubs
97	Small	222	Small	346	Replace at driveway
98	Medium	223	Small	347	Small
99	Too big	224	Large	348	Medium
100	Large	225	Large	349	Small
101	Large	226	Small	350	Small
102	Small	227	Medium	351	Medium
103	Small	228	Large	352	Large
104	Small	229	Small	353	Broken
105	Small	230	Medium	354	Broken
106	Large	231	Medium	355	Small
107	Broken	232	Medium	356	Small



108	Medium	233	Small	357	Small
109	Small	234	Small	358	Cut back shrubs
110	Small	235	Too big	359	Small
111	Medium	236	Small	360	Small
112	Large	237	Large	361	Uneven utility
113	Small	238	Small	362	Cut back shrubs
114	Medium	239	Small	363	Small
115	Medium	240	Broken	364	Small
116	Small	241	Large	365	Small
117	Small	242	Large	366	Medium
118	Small	243	Small	367	Small
119	Small	244	Small	368	Small
120	Small	245	Medium	369	Small
121	Small	246	Small	370	Medium
122	Small	247	Large	371	Large
123	Small	248	Small	372	Large
124	Small	249	Medium	373	Medium
125	Medium				



The photo to the left shows a vertical displacement in which the driveway apron is higher than the adjacent sidewalk. Because we have been asked to not cut driveway aprons, this issue has been tagged "replace at driveway". Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



This next photo shows concrete chipped out of a joint between panels. It can or should be filled. We do not provide this type of work because most of our customers can do it less expensively with their own staff and materials purchased locally.



The photo to the left shows broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



This next photo shows buckled sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a displacement that is too big to remove with our process. It is over 2" high. Removing the high concrete will leave a slab that is too thin and susceptible to breaking. This sidewalk panel should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a landscaping issue. The shrubs should be cut back to fully open the sidewalk to pedestrians. We do not provide this type of work since it is normally the responsibility of the property owner. This is not included in this repair offer.



This next photo shows sidewalk that is missing. New sidewalk should be added to complete the walkway. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows an uneven utility. It should be flush with the walking surface. Because we are not a utility or general contractor, this is not an issue we can resolve. It is not included in this repair offer.



Competitive Analysis

Versus Demolition & Replacement

Our biggest advantages over removal & replacement is cost and time.

Georgia Safe Sidewalks has 16 years of history removing vertical displacements for organizations throughout Georgia. Our average cost throughout our history to remove a vertical displacement is \$65 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at \$2.60 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between \$20 and \$25 per square foot. Costs associated with removal and replacement include:

- ✚ Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- ✚ Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- ✚ Disposal costs for waste concrete at landfills.
- ✚ Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

Estimated Concrete “not” Removed: 5,700 square feet

Estimated Savings: \$82,000

Additional Benefits over Demolition & Replacement

- ✚ Small crew means less disruption to the community during production.
- ✚ Small equipment means no risk of damage to property landscaping, irrigation systems, utilities, and personal property.
- ✚ No threat of vandalism to wet concrete.
- ✚ Faster production means less disruption to the community.
- ✚ Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- ✚ Small equipment means less greenhouse gas emissions into the environment.



Versus Grinding & Scarifying

These photos are of typical grinds on sidewalks in Georgia.

The photos at right show the uneven, unprofessional appearance of sidewalk repair by a grinder or scarifier. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. They show how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.



Additional Benefits over Grinding

- ✚ Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- ✚ GASS removes the entire trip hazard each and every time.
- ✚ GASS guarantees an ADA compliant repair.
- ✚ GASS is priced equal to or lower than grinding. Most grinding companies charge \$15-\$20 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to \$3-\$4 per square foot.



OSHA Certification

You need to be careful if you are doing your own grinding and asking employees to do this type of work. First, to grind a sidewalk you must utilize equipment that will minimize dust. The equipment being used must include dust abatement.

Second, your employee or contractor performing this work must be wearing the recommended safety gear to work in a dusty environment. Third, any employee of yours, or your vendor must be certified by a physician for permission to work while wearing this safety equipment. If you send an employee to rent a grinder to repair sidewalks without this certification, you are in violation of OSHA regulations and can be fined or held liable in future years for any health issues to that employee.

All employees at Georgia Safe Sidewalks have been physician certified and meet OSHA requirements.

"Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder."



VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED

PART 1. GENERAL

Date: This Agreement made this _____ day of _____, 20____

1.1 Contractor

Georgia Safe Sidewalks
PO Box 336
Nicholson, GA 30565
Office: 770-722-2534
Email: Todd@GASafeSidewalks.com
Contractor's Representative: Todd Fulk

1.2 Client (herein called "Client") _____

Project Address Location:

On Site Contact Phone: _____

On Site Contact Email: _____

1.3 Project. Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated _____. Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated _____. All concrete shall be disposed of as required by law.



PART 3. PAYMENT/AUTHORIZATION

3.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.

B. The Client shall pay the Contractor the amount not to exceed \$_____ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.

C. Other terms: N/A

3.2 LEGAL

A. **Authorization.** By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.

B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

Client: _____

By: _____
Signature & Title

Printed Name

Date: _____

Georgia Safe Sidewalks

By: _____
Signature & Title

Printed Name

Date: _____



Sidewalk Inspection Summary And Repair Proposal



City of Flowery
Sterling Pod H
March 22, 2024





Inspection Results

Following is a summary of a visual inspection of walkways conducted by Georgia Safe Sidewalks. This summary identifies defects we have identified in your walkways and provides an offer to remove vertical displacements using our horizontal saw-cutting procedure. The vertical displacements we have identified in your walkways represent a safety risk to pedestrians and a liability risk to the property owner. The American's with Disabilities Act places responsibility to maintain safe access to pedestrians and sets very specific guidelines in regards to the repair of uneven walkways.

ADA Issues: Our inspection has identified 152 pedestrian safety issues in your walkways that can be considered violations of ADA guidelines.

This inspection and summary is based upon our personal knowledge of ADA Guidelines. It is intended to be as comprehensive as possible, but in no way guarantees full compliance. Issues may exist of which we are not aware or did not observe. Our specialty is identifying vertical displacements.

Vertical Displacements: 132 (87%) of the ADA violations identified in this risk assessment are vertical displacements that can be removed with our repair process.

Potential Savings: Using Georgia Safe Sidewalks to remove the vertical displacements identified in this risk assessment will improve pedestrian safety and compliance with ADA at a savings of approximately \$37,400 versus traditional methods such as demolition and replacement.



Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

This is What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite mapping technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a detailed summary identifying locations for issues that cannot be remedied with our repair process.





Policies & Support Materials

Sole Source versus Bidding: Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to “bid” a project, then this proposal should **not** be considered as our official bid. If you want a project bid, then **you** will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for your sidewalk maintenance responsibilities to Georgia Safe Sidewalks.

Safety & Insurance: Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

Warranty on Service: No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our guarantee for our repair is as follows:

- All displacements will be removed to a 0” height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.
- There will be no damage to surrounding landscaping, utilities or personal property.



ADA Guidelines for Trip Hazards:

Georgia Safe Sidewalks strives to meet compliance with ADA guidelines on each and every trip hazard repair that we make. Those guidelines are as follows:

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.

Vertical Change in Level

TECHNICAL CHAPTER 3: BUILDING BLOCKS

303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.

Examples of ADA Violations according to these Guidelines

Large (1-3/4" high)



Medium (7/8" high)



Small (1/2" high)





2024 Pricing Policy

Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the vertical displacement measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2") + Height on low side (1/4")}}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

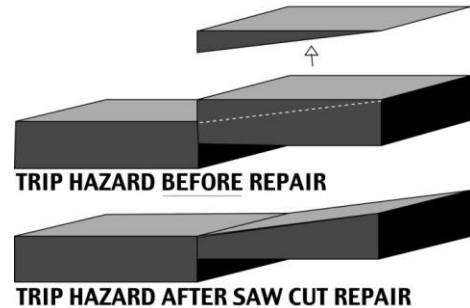
Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

Pricing & Volume Discounts:

- Our pricing is based upon project size. Price discounts vary depending upon the size of your project.

Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is \$1,000. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is \$2,000.



Sole Source:

Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk trip hazards as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for trip hazard removal using the equipment and methods described in these patent numbers within the state of Georgia.

Payment Terms: All invoices are due **15-days** from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks' work.

Inspection Fees: This proposal may have been created after an inspection was completed and paid for by the customer. In the event the customer has paid a fee for their original inspection, they have 6-months to approve the full project offer in order to receive a rebate on the original inspection.

Additional Charges:

- Credit card payments are acceptable with an additional fee equal to 3% added to each invoice.
- Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.
- If the customer requires custom insurance certificates with a vendor registration fee, a \$200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.
- If required to "register" with a vendor management company, a fee of \$200 will be added to the invoice to cover the registration fee requirement.



Offer Summary

The maps and tables on the following pages provide a general location for the vertical displacements that we identified and summarize their severity. Due to limited accuracy with GPS technology this information should only be used for general locations.

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee. This option has already been discounted by 4%.

Price: \$12,920

Days to Complete: ~ 3 days

Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. This option has already been discounted by 2%.

Price: \$9,040

Days to Complete: ~ 2 days

Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements.

Price: \$3,750

Days to Complete: ~ 1 day

Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount they can afford, and an area to begin by providing us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

Our minimum is \$1,000

Projects above \$5,000 are discounted by 2%

Projects above \$10,000 are discounted by 4%

Projects above \$25,000 are discounted by 6%

Projects above \$50,000 are discounted by 8%

Projects above \$100,000 are discounted by 10%



Because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months. Operating costs increase with time, and sidewalk conditions change over time.

- ✚ After 6-months, the prices provided in this quotation will be increased by 5%.
- ✚ If unable to make a decision within 12 months, no problem, the proposal will still be valid, but the prices shown will be increased by 10%.
- ✚ If still unable to make a decision after 2 years, we still want your business. We will honor this proposal for as long as 24-months but the pricing shown at that point will be increased by an additional 10%.

In the event that we are asked to return to a property/community to re-inspect it, the 2nd inspection will be conducted at a cost of \$300 per pedestrian mile.

Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 90 trip hazards or 120 inch-feet in a single day depending upon their size and location.

First Available Start Date: August 19th

Our business has grown in popularity enough that we carry a steady 3-month backlog throughout the year. Uncertain business conditions and the fact that our employees are trained, skilled tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.



Terminology

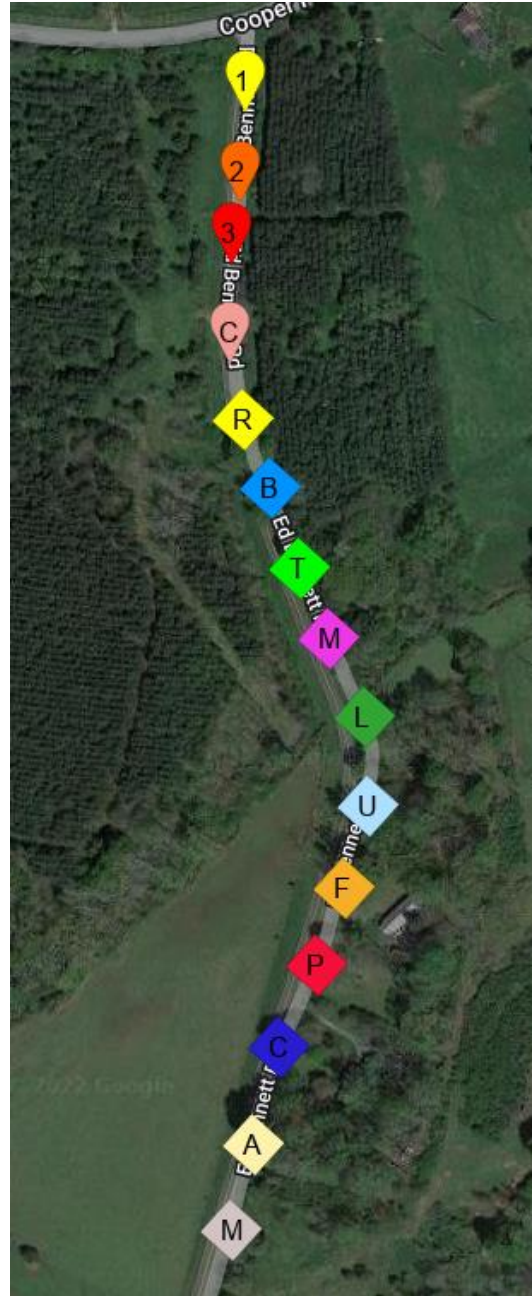
The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼" and less than 2" in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.

Repairs we can make that are included in this repair offer:

- A yellow balloon identifies a small vertical displacement estimated to be between ¼" and ½" high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8" and 1" high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8" and 2" high.
- A pink balloon identifies a curb cut that we can make.

Repairs beyond our services, issues that require another source and is not included in this repair offer:

- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair. The sidewalk
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2" high and requires new concrete instead of a repair.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It can be buried sidewalk, or overgrown sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk or uneven with the walking surface.
- An orange diamond identifies a wide gap in the walkway that needs filled.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the storm runoff catch basin.
- A pale-yellow diamond identifies an issue/problem with an ADA ramp.
- A gray diamond is a miscellaneous sidewalk problem or comment.



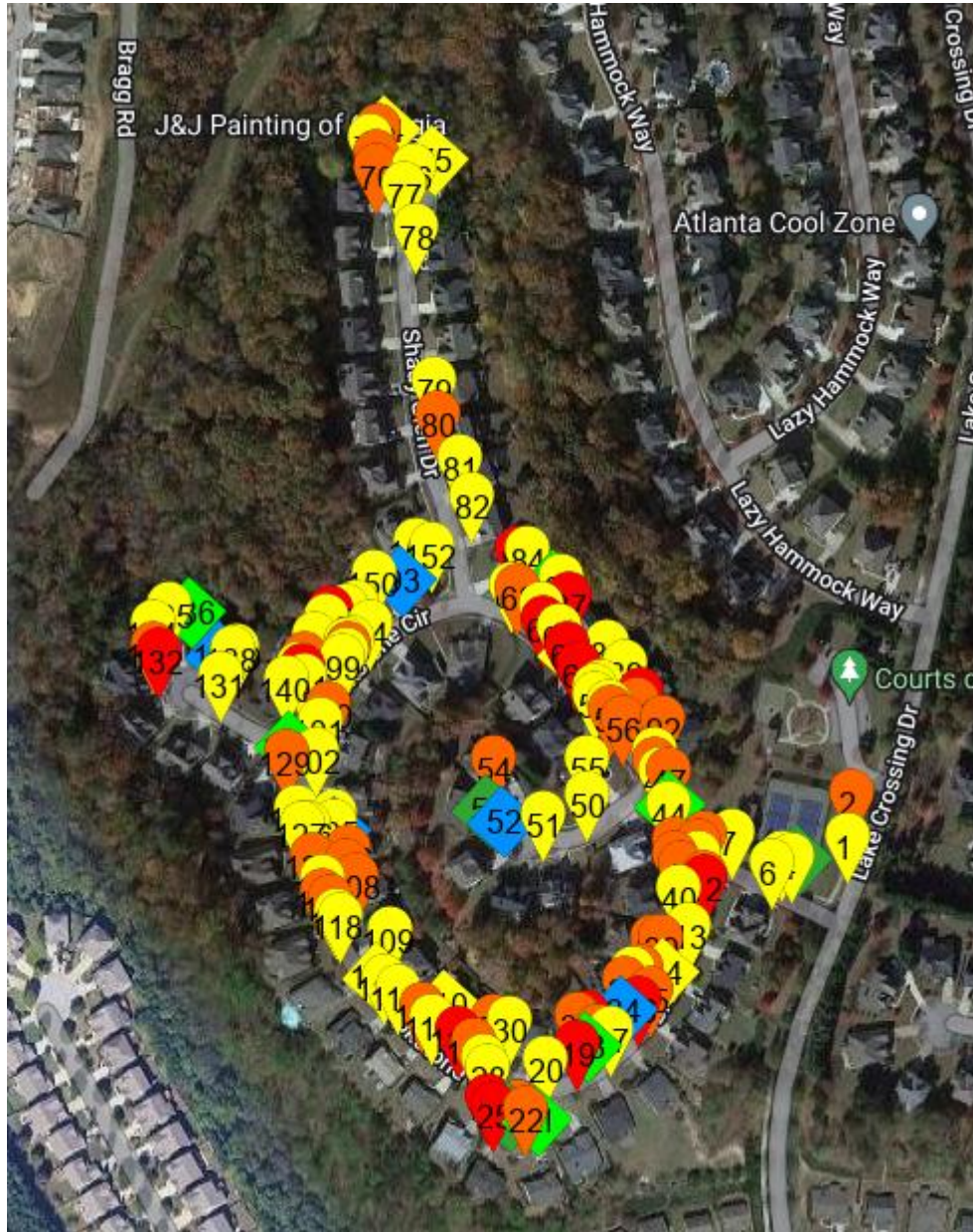
9

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.



Full Area Inspected





Repair Options

Full Project Offer

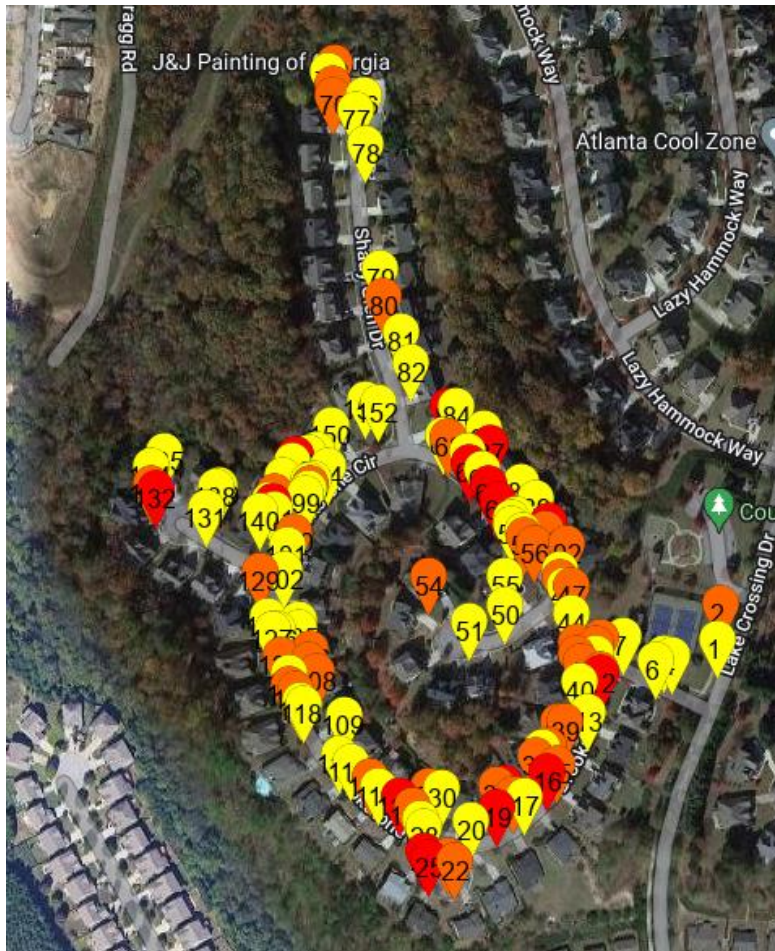
This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee.

Price: \$12,920

Days to Complete: ~ 2-3 days

	Small Hazards 1/4" to 1/2"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	74	41	17		
				Total # of Hazards	132
				Curbing (ft)	0 ft

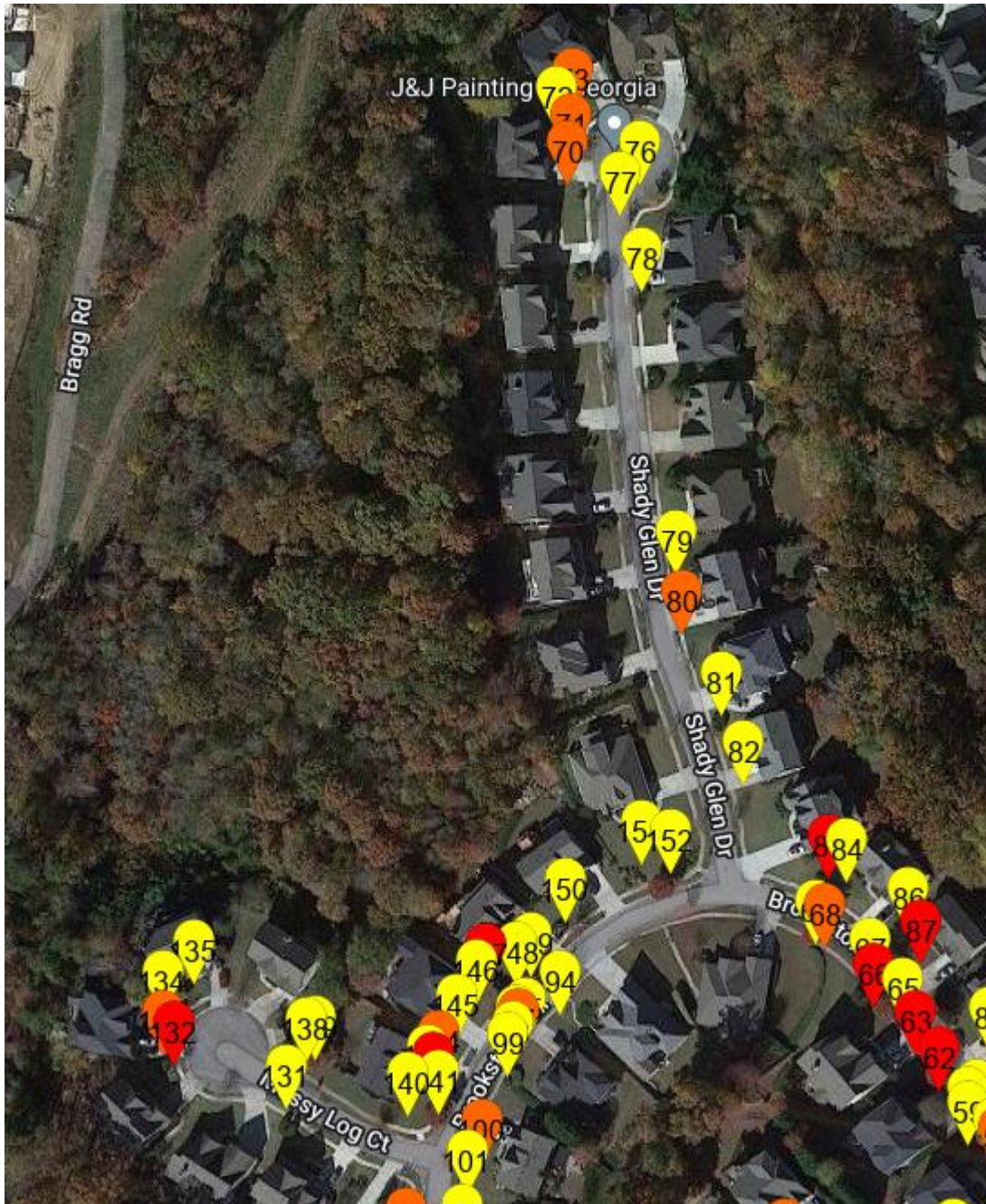
The map below shows all trip & fall hazards identified in our survey that can be removed with our repair process.

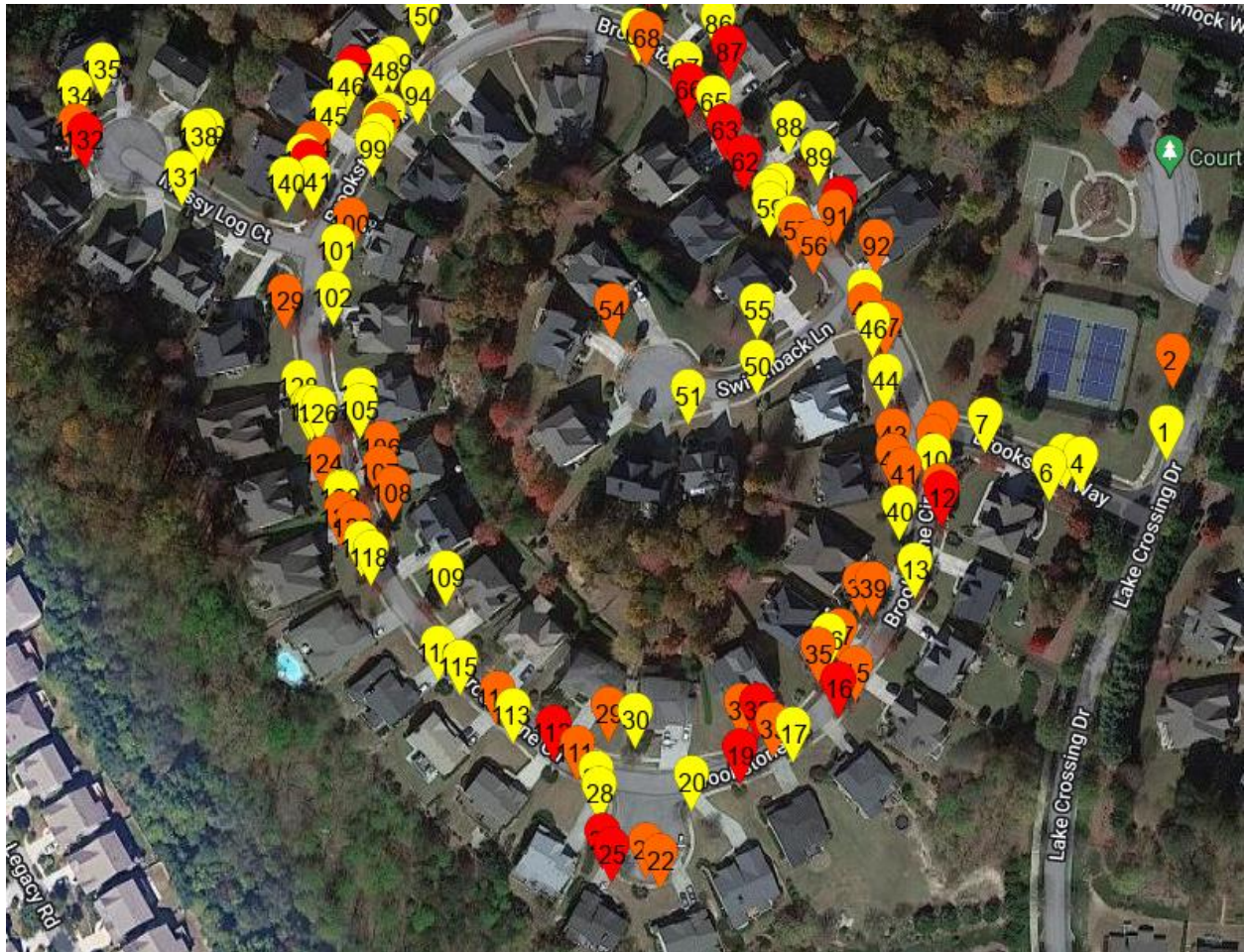


11

P.O. Box 336, Nicholson, GA 30565 : Telephone: 770-722-2534 : todd@gasafesidewalks.com : www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.







Partial Project A Offer (Medium & Large)

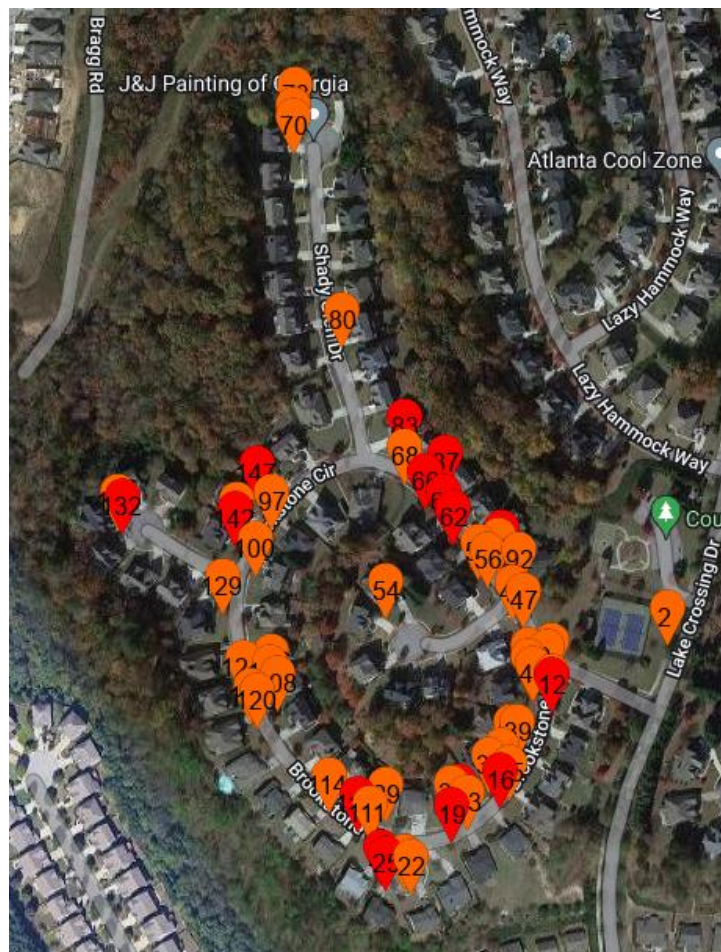
This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. Smaller hazards will remain in the walkways.

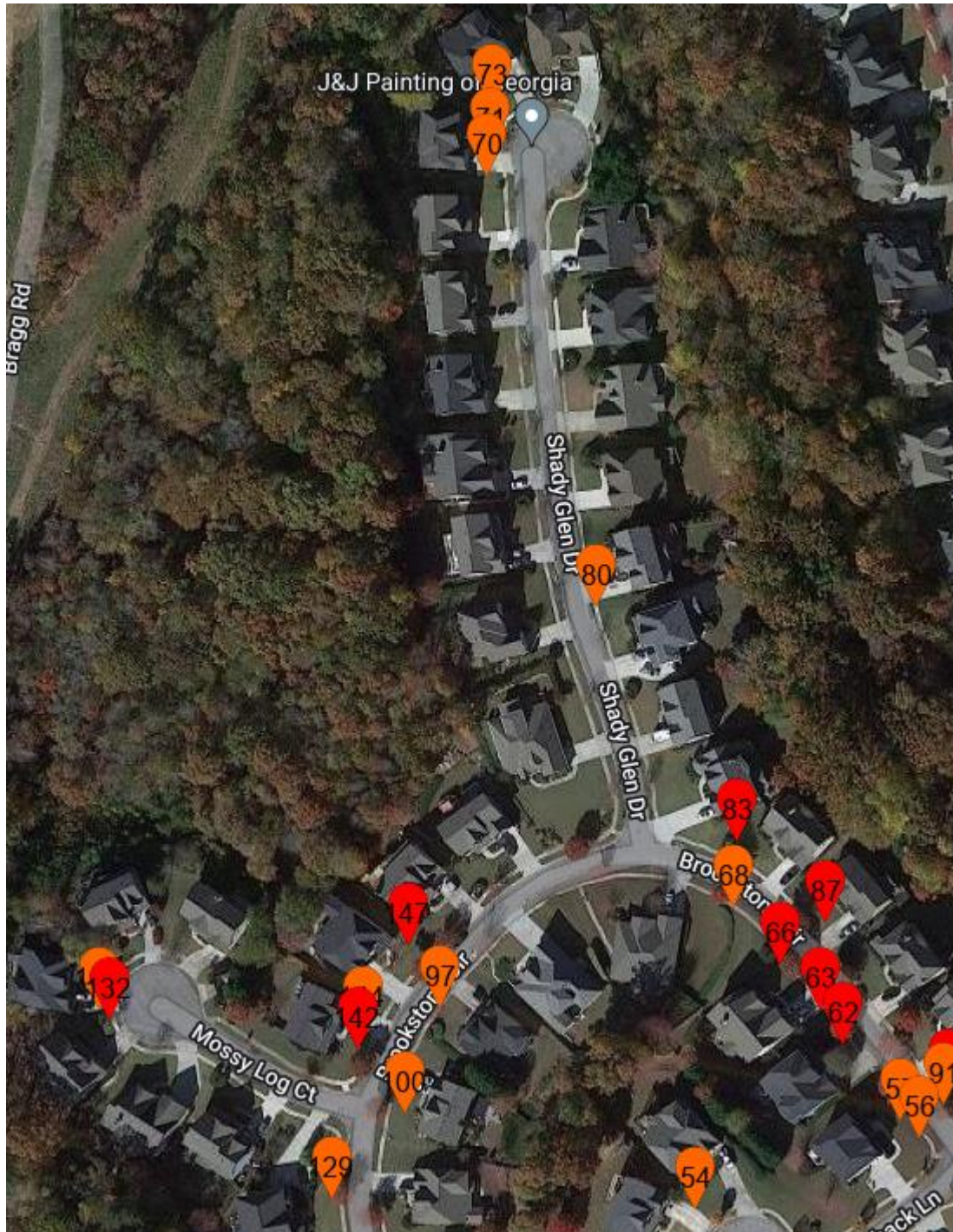
Price: \$9,040

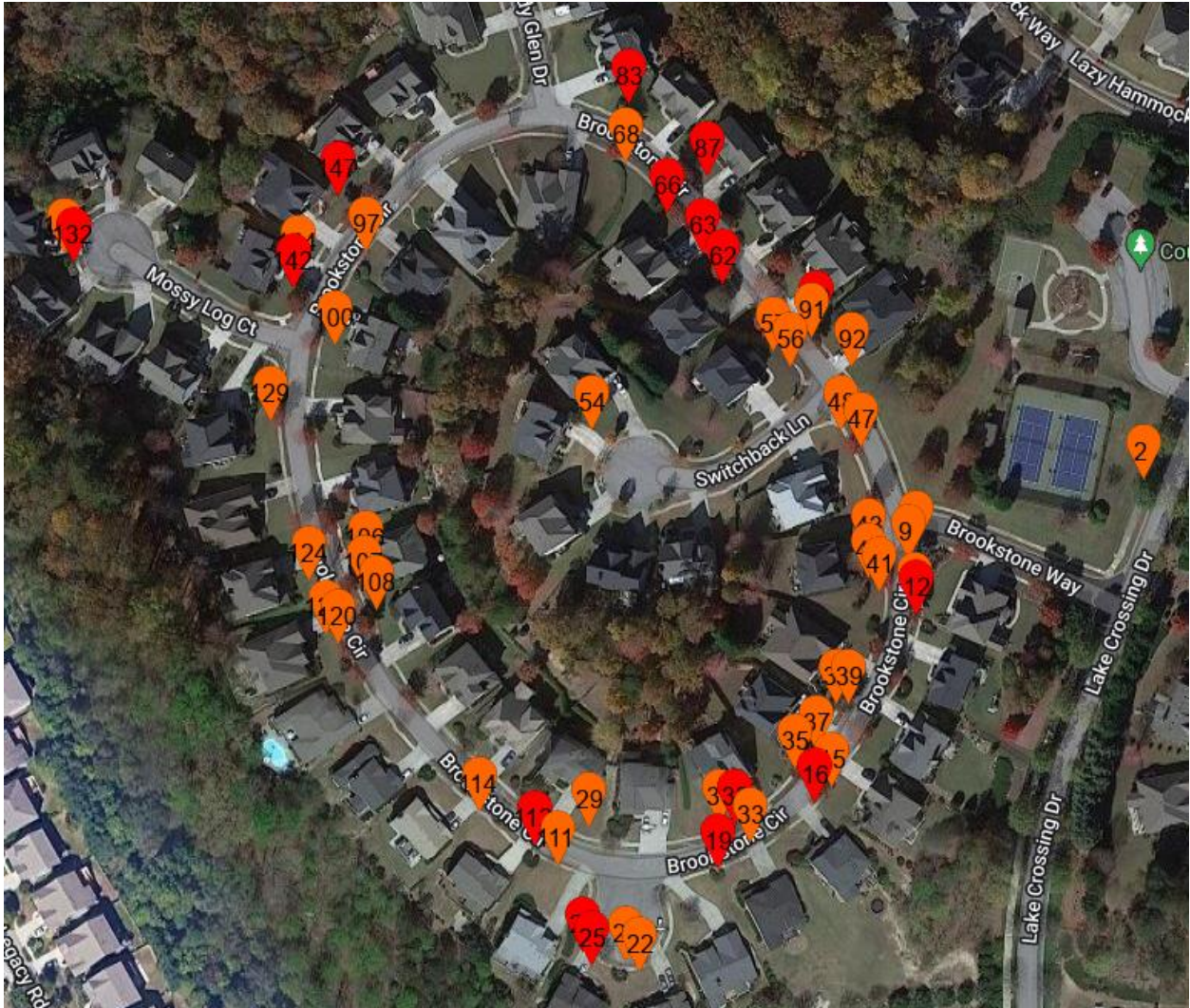
Days to Complete: ~ 2 days

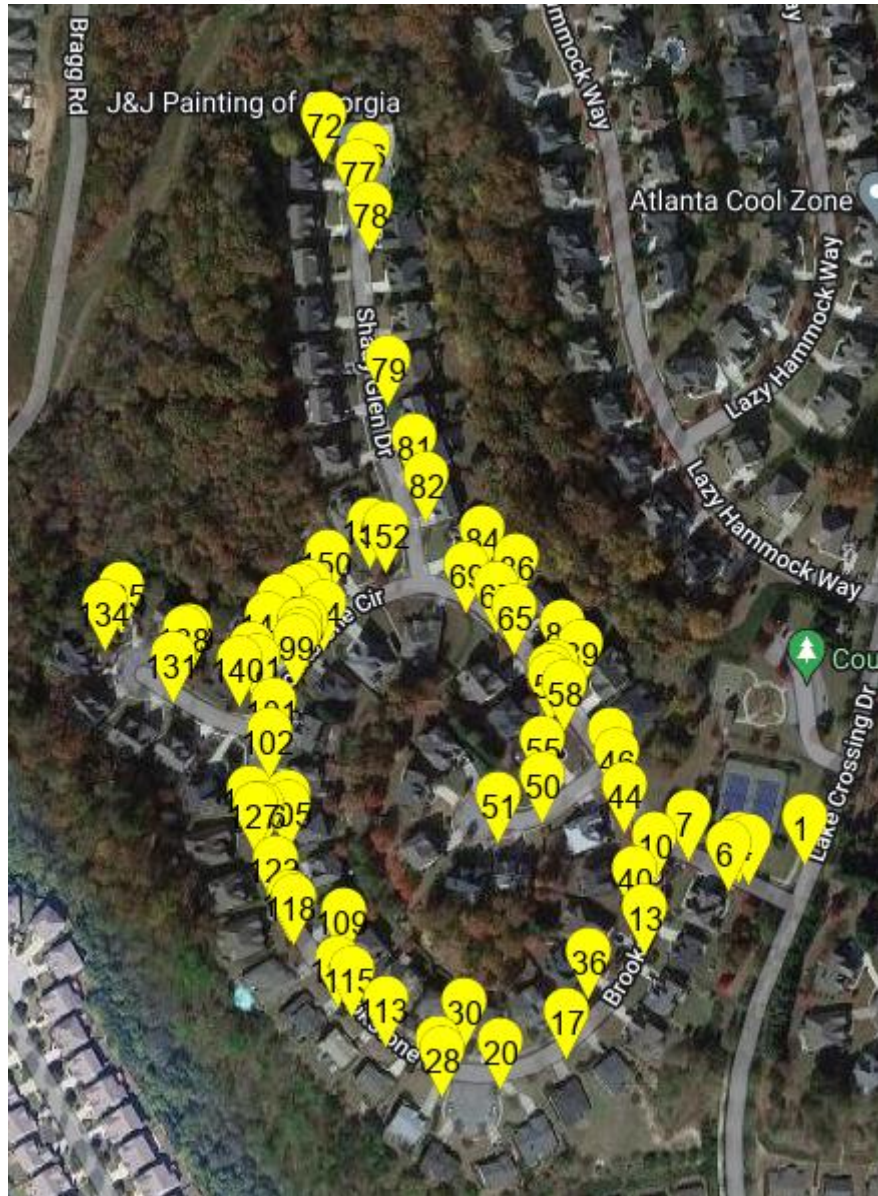
	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	41	17		
			Total # of Hazards	58

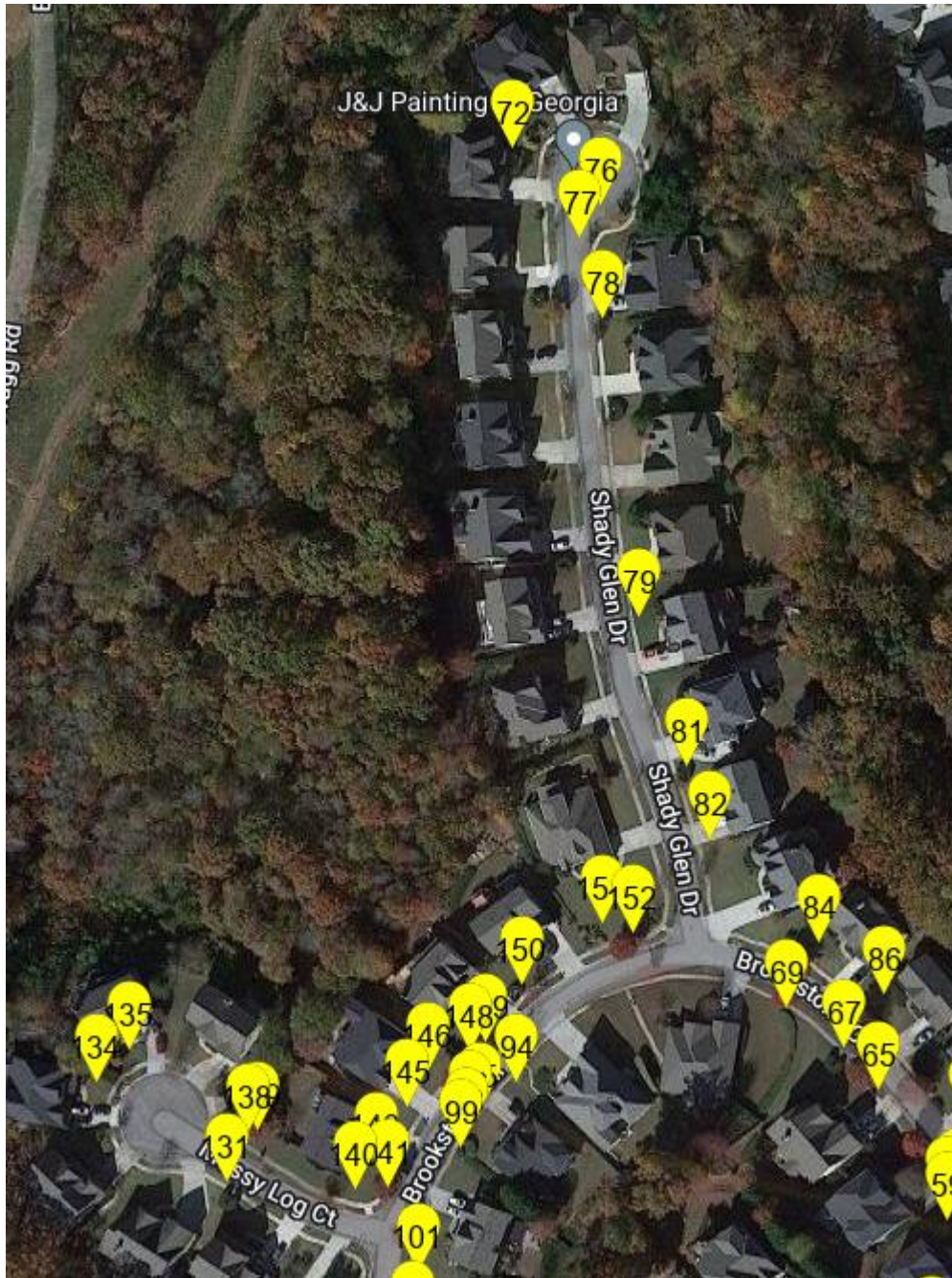
The maps below show the location of the medium sized vertical displacements identified in our survey followed by the smaller displacements identified in our survey. The maps of the smaller displacements show what will be left behind if a full project is not approved.



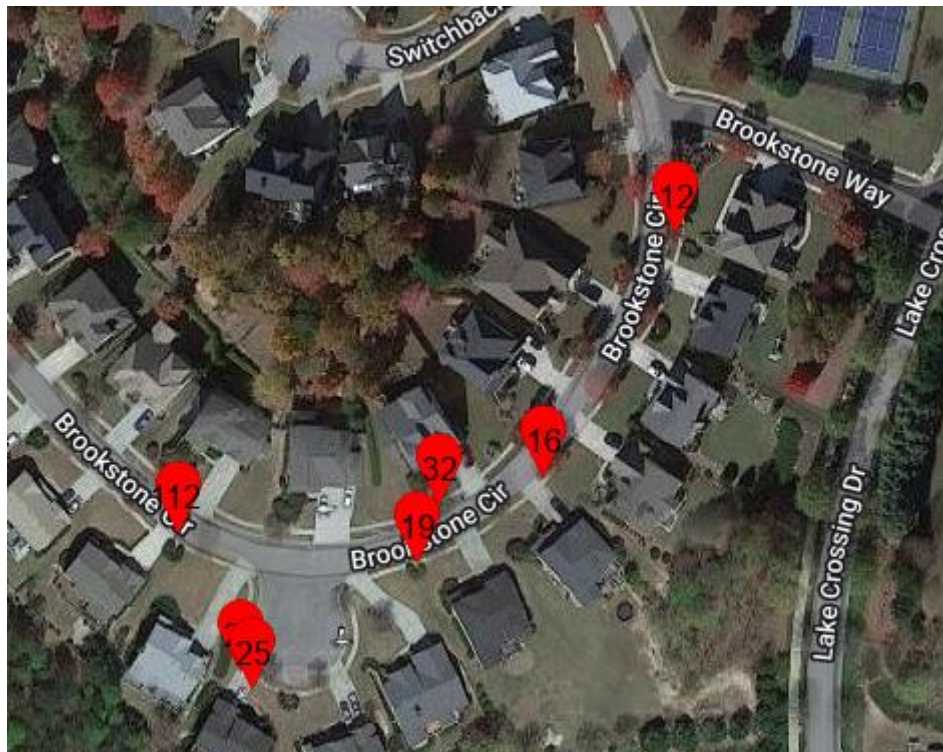
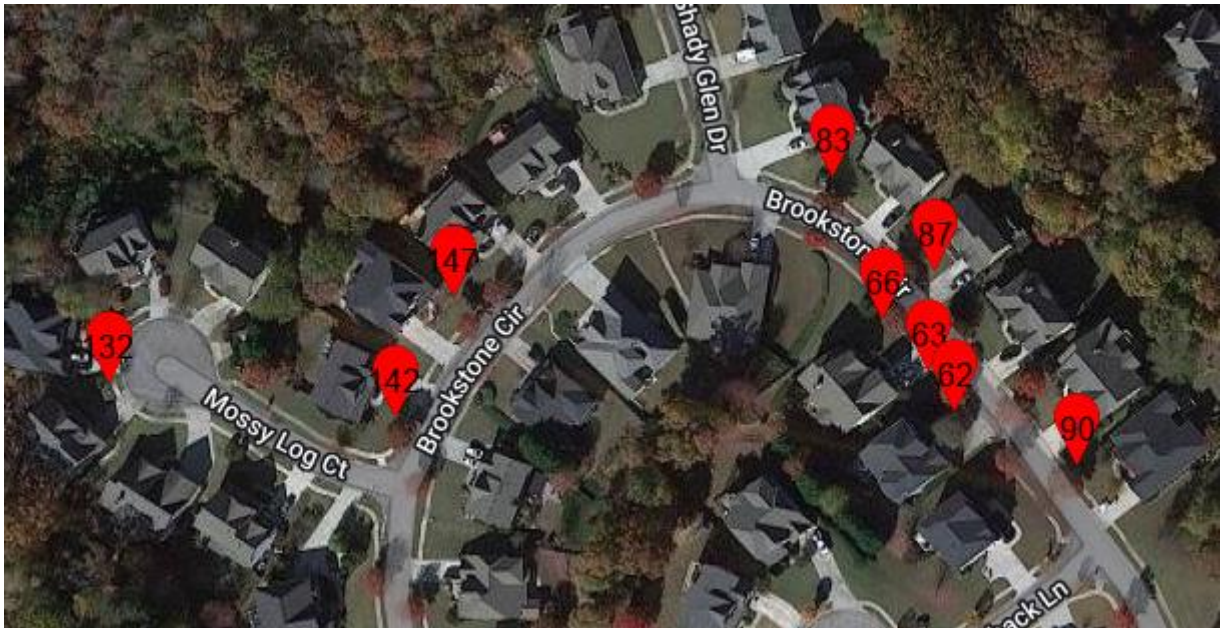








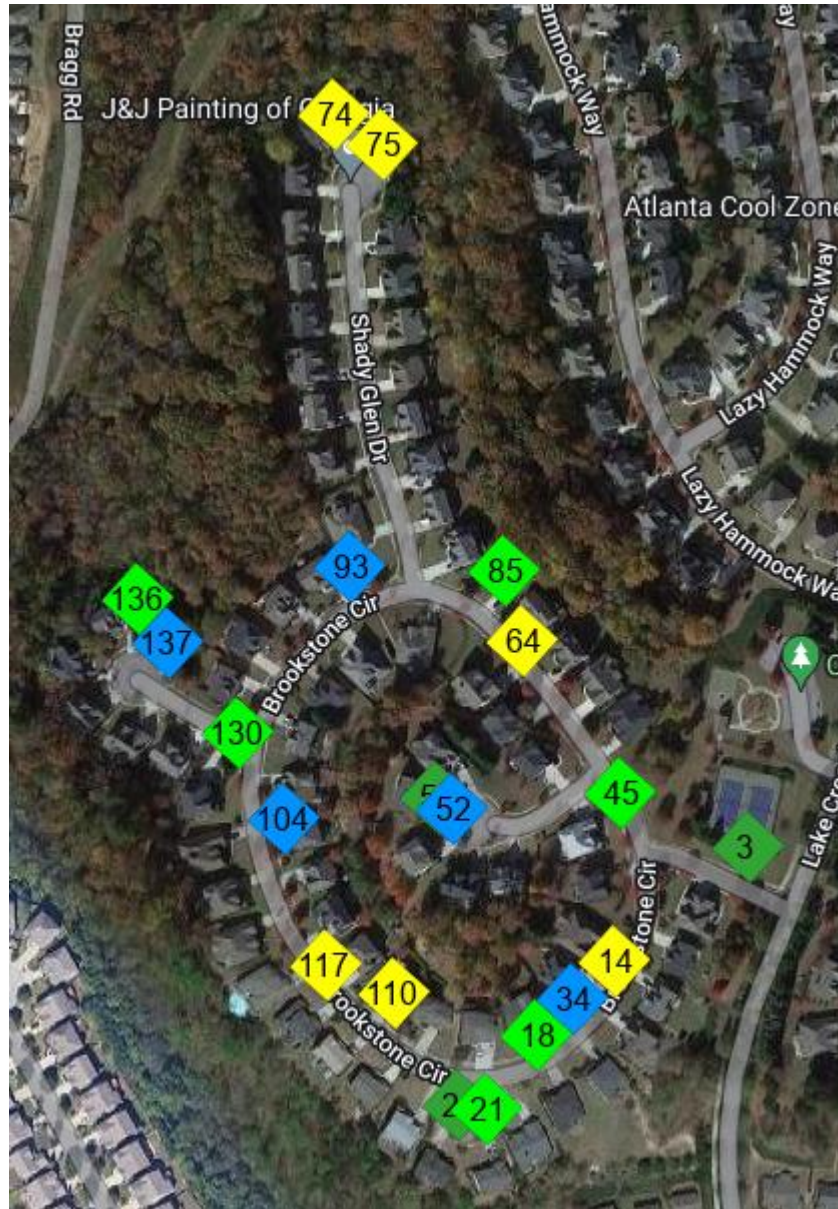


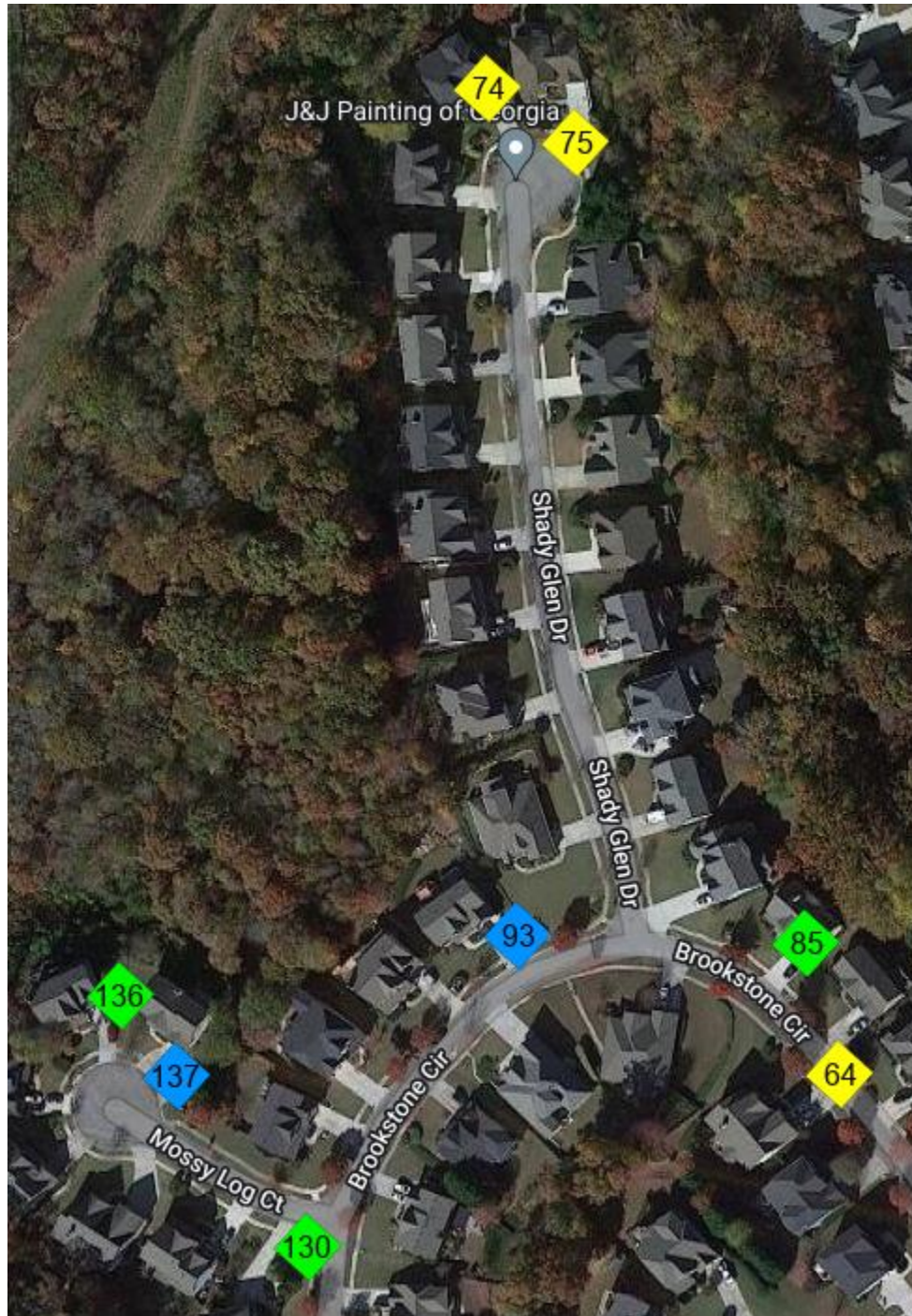




Non-Cut Issues – Repair not Possible by Georgia Safe Sidewalks

The maps below show areas identified in our survey where our repair process will not correct the issue. These areas need to be dealt with either by a concrete company, general contractor, or your in-house staff.









Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Small	52	Broken	103	Small
2	Medium	53	Cut back shrubs	104	Broken
3	Sidewalk buried	54	Medium	105	Small
4	Small	55	Small	106	Medium
5	Small	56	Medium	107	Medium
6	Small	57	Medium	108	Medium
7	Small	58	Small	109	Small
8	Medium	59	Small	110	Replace
9	Medium	60	Small	111	Medium
10	Small	61	Small	112	Large
11	Medium	62	Large	113	Small
12	Large	63	Large	114	Medium
13	Small	64	Replace at driveway	115	Small
14	Replace	65	Small	116	Small
15	Medium	66	Large	117	Replace at driveway
16	Large	67	Small	118	Small
17	Small	68	Medium	119	Small
18	Too big	69	Small	120	Medium
19	Large	70	Medium	121	Medium
20	Small	71	Medium	122	Small
21	Too big	72	Small	123	Small
22	Medium	73	Medium	124	Medium
23	Medium	74	Replace at driveway	125	Small
24	Cut back shrubs	75	Replace at driveway	126	Small
25	Large	76	Small	127	Small
26	Large	77	Small	128	Small
27	Small	78	Small	129	Medium
28	Small	79	Small	130	Too big
29	Medium	80	Medium	131	Small
30	Small	81	Small	132	Large
31	Medium	82	Small	133	Medium
32	Large	83	Large	134	Small
33	Medium	84	Small	135	Small



34	Broken	85	Too big	136	Too big
35	Medium	86	Small	137	Broken
36	Small	87	Large	138	Small
37	Medium	88	Small	139	Small
38	Medium	89	Small	140	Small
39	Medium	90	Large	141	Small
40	Small	91	Medium	142	Large
41	Medium	92	Medium	143	Small
42	Medium	93	Broken	144	Medium
43	Medium	94	Small	145	Small
44	Small	95	Small	146	Small
45	Too big	96	Small	147	Large
46	Small	97	Medium	148	Small
47	Medium	98	Small	149	Small
48	Medium	99	Small	150	Small
49	Small	100	Medium	151	Small
50	Small	101	Small	152	Small
51	Small	102	Small		



The photo to the left shows sidewalk that is buried under pine straw. It should be dug out to widen the pedestrian pathway. This is not work we provide since it is normally the responsibility of the property owner. It is not included in this repair offer.



This next photo shows a stretch of sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows a displacement that is too big for our repair process. It is over 2" and the slab is too thin. Cutting away the high concrete will leave a slab that is too thin and susceptible to break. This sidewalk should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



This next photo shows another landscaping issue. The shrubs should be cut back to fully open the sidewalk to pedestrians. This is not work we provide since it is normally the responsibility of the property owner. It is not included in this repair offer.



The photo to the left shows broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. It is not included in this repair offer.



The photo to the left shows an example of a "driveway cut" that is included in this repair offer. We will cut the driveway apron where it is higher than the adjacent sidewalk to create a flush joint between the two surfaces. We will only make this type of repair if the displacement is 1" or smaller, and if the property owner has NOT invested in a decorative driveway surface.



Competitive Analysis

Versus Demolition & Replacement

Our biggest advantages over removal & replacement is cost and time.

Georgia Safe Sidewalks has 16 years of history removing vertical displacements for organizations throughout Georgia. Our average cost throughout our history to remove a vertical displacement is \$65 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at \$2.60 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between \$20 and \$25 per square foot. Costs associated with removal and replacement include:

- ✚ Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- ✚ Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- ✚ Disposal costs for waste concrete at landfills.
- ✚ Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

Estimated Concrete “not” Removed: 2,600 square feet

Estimated Savings: \$37,400

Additional Benefits over Demolition & Replacement

- ✚ Small crew means less disruption to the community during production.
- ✚ Small equipment means no risk of damage to property landscaping, irrigation systems, utilities, and personal property.
- ✚ No threat of vandalism to wet concrete.
- ✚ Faster production means less disruption to the community.
- ✚ Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- ✚ Small equipment means less greenhouse gas emissions into the environment.



Versus Grinding & Scarifying

These photos are of typical grinds on sidewalks in Georgia.

The photos at right show the uneven, unprofessional appearance of sidewalk repair by a grinder or scarifier. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. They show how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.



Additional Benefits over Grinding

- ✚ Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- ✚ GASS removes the entire trip hazard each and every time.
- ✚ GASS guarantees an ADA compliant repair.
- ✚ GASS is priced equal to or lower than grinding. Most grinding companies charge \$15-\$20 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to \$3-\$4 per square foot.



OSHA Certification

You need to be careful if you are doing your own grinding and asking employees to do this type of work. First, to grind a sidewalk you must utilize equipment that will minimize dust. The equipment being used must include dust abatement.

Second, your employee or contractor performing this work must be wearing the recommended safety gear to work in a dusty environment. Third, any employee of yours, or your vendor must be certified by a physician for permission to work while wearing this safety equipment. If you send an employee to rent a grinder to repair sidewalks without this certification, you are in violation of OSHA regulations and can be fined or held liable in future years for any health issues to that employee.

All employees at Georgia Safe Sidewalks have been physician certified and meet OSHA requirements.

"Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder."



VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED

PART 1. GENERAL

Date: This Agreement made this _____ day of _____, 20____

1.1 Contractor

Georgia Safe Sidewalks
PO Box 336
Nicholson, GA 30565
Office: 770-722-2534
Email: Todd@GASafeSidewalks.com
Contractor's Representative: Todd Fulk

1.2 Client (herein called "Client") _____

Project Address Location:

On Site Contact Phone: _____

On Site Contact Email: _____

1.3 Project. Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated _____. Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated _____. All concrete shall be disposed of as required by law.



PART 3. PAYMENT/AUTHORIZATION

3.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.
- B. The Client shall pay the Contractor the amount not to exceed \$_____ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.
- C. Other terms: N/A

3.2 LEGAL

- A. **Authorization.** By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.
- B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

Client: _____

By: _____
Signature & Title

Printed Name

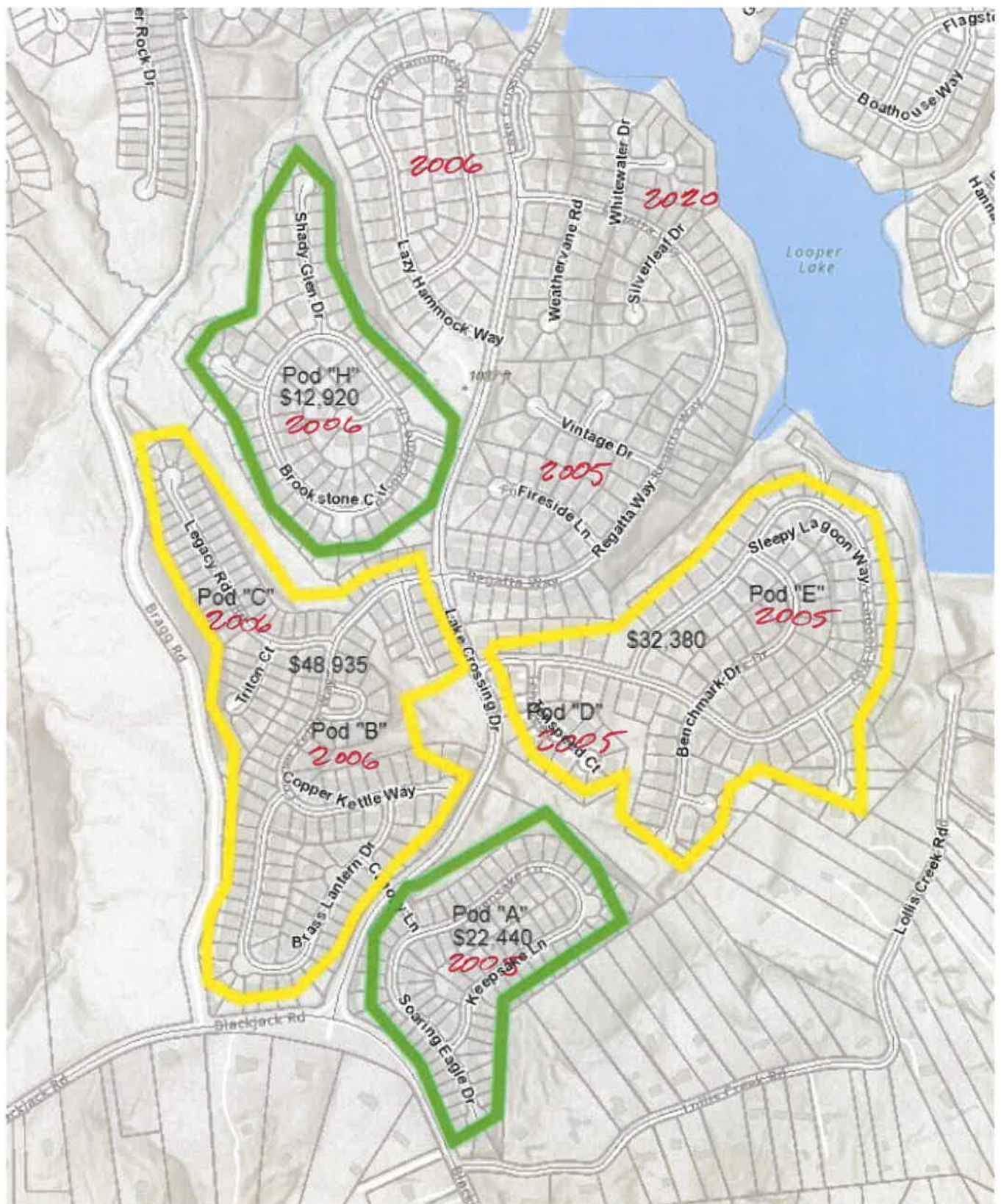
Date: _____

Georgia Safe Sidewalks

By: _____
Signature & Title

Printed Name

Date: _____





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading of Ordinance 710 GMEBS Restated Defined Benefit Retirement Plan Adoption Agreement

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

The City of Flowery Branch previously adopted the Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”), which is comprised of the Basic Plan document and Adoption Agreement. The Plan is considered a “qualified plan” under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan’s tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter (“IRS opinion letter”) for the restated plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

FACTS AND ISSUES:

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved Adoption Agreement. Attached is a copy of the Master Plan and Amendment 1 received from GMEBS, a Summary of Key Amendments that have been made to the Plan since it was last approved by the IRS in 2023, as well as a restated Adoption Agreement.

Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance. The City does not need to adopt the Basic Plan Document or Amendment 1. All plan documents and summary of amendments are attached for reference.

If the draft document is acceptable, the City will need to execute where indicated (p. 37) and return the entire Adoption Agreement no later than May 20, 2024.

OPTIONS:

1. Approve the GMEBS; City of Flowery Branch Restated Defined Benefit Retirement Plan Adoption Agreement as presented.
2. Provide alternative amendments.

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

No

AMOUNT AND SOURCE OF FUNDS:

Funding not involved

RECOMMENDATION:

Approve the first reading of Ordinance 710 GMEBS Restated Defined Benefit Retirement Plan Adoption Agreement as presented.

SAMPLE MOTION:

I make a motion to approve the first reading of Ordinance 710 for GMEBS; City of Flowery Branch Restated Defined Benefit Retirement Plan Adoption Agreement as presented.

COLLABORATING DEPARTMENT:

DEPARTMENT: Human Resources

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary Ordinance 710 GMEBS Restated Adoption Agreement 2023.pdf](#)
- [Flowery Branch Cover Memo 3 20 2024.pdf](#)
- [Georgia Opinion Letter Defined Benefit Plan Third Cycle \(2020 Cumulative List\) \(4877-9792-2173.v1\) \(002\).pdf](#)
- [Summary of Amendments 9 15 2023.pdf](#)
- [Flowery Branch Adoption Agreement 3 20 2024.pdf](#)
- [Georgia Amendment 1 to DB Basic Plan Document.pdf](#)
- [Georgia GMEBS DB Pre-Approved Basic Plan Document for Third 6-Year Cycle \(Final\).pdf](#)



FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY



SUBJECT: Consideration of First Reading of Ordinance 710: GMEBS; City of Flowerly Branch Restated Defined Benefit Retirement Plan Adoption Agreement

DATE: March 24, 2024

(X)RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: April 4, 2024

PURPOSE: To Consider Approval of First Reading of Ordinance 710 for GMEBS; City of Flowerly Branch Restated Defined Benefit Retirement Plan Adoption Agreement.

HISTORY: The City of Flowerly Branch previously adopted the Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”), which is comprised of the Basic Plan document and Adoption Agreement. The Plan is considered a “qualified plan” under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan’s tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter (“IRS opinion letter”) for the restated plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

FACTS AND ISSUES:

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved Adoption Agreement. Attached is a copy of the Master Plan and Amendment 1 received from GMEBS, a Summary of Key Amendments that have been made to the Plan since it was last approved by the IRS in 2023, as well as a restated Adoption Agreement.

Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance. The City does not need to adopt the Basic Plan Document or Amendment 1. All plan documents and summary of amendments are attached for reference.

If the draft document is acceptable, the City will need to execute where indicated (p. 37) and return the entire Adoption Agreement no later than May 20, 2024.



OPTIONS:

1. Approve the GMEBS; City of Flowery Branch Restated Defined Benefit Retirement Plan Adoption Agreement as presented.
2. Provide alternative amendments.

RECOMMENDED SAMPLE MOTION: I make a motion to approve the first reading of Ordinance 710 for GMEBS; City of Flowery Branch Restated Defined Benefit Retirement Plan Adoption Agreement as presented.

DEPARTMENT: Human Resources

Prepared by: Krystle Hightower



RISK MANAGEMENT AND
EMPLOYEE BENEFITS
SERVICES

BOARD OF TRUSTEES

Chair
Marcia Hampton
City Manager, Douglasville

Vice-Chair
Shelly Berryhill
Commissioner, Hawkinsville

Secretary-Treasurer
Larry H. Hanson
CEO and Executive Director

Trustees:

Chris Hobby
City Manager, Bainbridge

Jason Holt
Mayor, Fitzgerald

Meg Kelsey
Asst. City Manager, Newnan

Jessica O'Connor
City Manager, Griffin

W.D. Palmer, III
Councilmember, Camilla

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

Julie Smith
Mayor, Tifton

JoAnne Taylor
Mayor, Dahlonaga

Albert Thurman
Mayor, Powder Springs

Rebecca L. Tydings
City Attorney, Centerville

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

EXECUTIVE STAFF

Randy Logan
Deputy Executive Director

March 20, 2024

MEMORANDUM VIA E-MAIL

(khightower@flowerybranchga.org)

TO: Ms. Krystle Hightower
Human Resources Director

FROM: Mr. Kevin Jeselnik
Assistant General Counsel

SUBJECT: **Action Required: Georgia Municipal Employees Benefit System
Defined Benefit Retirement Plan Restatement**

The city of Flowery Branch previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Basic Plan Document and Adoption Agreement. The Plan is considered a "qualified plan" under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved Adoption Agreement. To that end, we have completed the attached Adoption Agreement to include the benefit and eligibility provisions that you currently have in place.

If the draft document is acceptable, please have the designated representatives sign and date where indicated (p. 37). Next, please scan and email the document to Gina Gresham at rgresham@gacities.com no later than **May 20, 2024**. We will then countersign it and return an electronic copy to you. Please note, GMEBS will not execute documents that have been edited by the city. If the Adoption Agreement requires revisions, please let us know before adopting it.

Ms. Krystle Hightower

March 20, 2024

Page 2

The draft Adoption Agreement will take effect on the date of its approval by the governing authority. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

We have also attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If you have any questions about the information provided in this letter or require further information, please contact Gina Gresham.

Encl.

C: Mr. Ted Baggett, City Attorney, City of Flowery Branch (w/ encl.)

Ms. Marinetty Bienvenu, Director, Retirement Quality Assurance (w/o encl.)

Ms. Michelle Warner, Director, GMEBS Retirement and DC Programs (w/o encl.)

Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
Employee Plans

August 31, 2023

Ice Miller

Attn: Lisa Erb Harrison

One American Square, Suite 2900

Indianapolis, In. 46282-0200

Re: Application for opinion letter

Dear Ms. Harrison:

The enclosed letter is being sent to you under the provisions of a power of attorney currently on file with the Internal Revenue Service.

If you have any questions, please contact Janell Hayes, badge number 1000203103, by phone at (513) 975-6319.

Sincerely,

Aimee Beimesche

Aimee Beimesche

Manager Pre-approved Plans Program

Enclosure:
Letter to taxpayer

GEORGIA MUNICIPAL ASSOCIATION INC
201 PRYOR STREET SW
ATLANTA, GA 30303

Date:
08/31/2023
Employer ID number:
58-0907810
Case number:
202200321
File folder number:
FFN: 317E0630001-001
Letter Serial number:
Q705465a
Plan number:
01-001
Plan description:
Non-Standardized Pre-Approved Defined
Benefit Plan
Date of submission:
06/30/2022
Person to contact:
Name: Janell Hayes
ID number: 1000203103
Telephone: 513-975-6319
Hours: 10:00 a.m. to 5:00 p.m.
EST. Mon-Fri

Dear Applicant:

In our opinion, the form of the plan shown above is acceptable for employers to use for their employees' benefit under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2020 Cumulative List of Notice 2020-14, 2020-13 Internal Revenue Bulletin (I.R.B.) 555. Our opinion relates only to the acceptability of the form of the plan under the IRC. We didn't consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- . A copy of this letter
- . A copy of the approved plan
- . Copies of any subsequent amendments including their dates of adoption
- . Direct contact information including address and telephone number of the plan provider

Our opinion of the plan's form acceptability is a determination of the plan's qualification as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2023-4, 2023-01 I.R.B. 162 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2023-4 to determine if an adopting employer is eligible to submit a determination letter application and, if so, how. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC Sections 401(a)(4), 401(a)(26), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan.

Our opinion doesn't apply to:

- . Treasury Regulations (Treas. Reg.) Section 1.401(a)-1(b)(2) requirements where the normal retirement age under the employer's plan is below 62.
- . Proposed Treas. Reg. 1.401(a)-1(b)(2) requirements where the employer's plan is a governmental plan and its normal retirement age doesn't satisfy one of the safe harbors under the proposed regulations.

Our opinion doesn't constitute a determination:

- . That the plan is an IRC Section 414(d) governmental plan. Nor is this a ruling as to the tax treatment of contributions that are picked up by the governmental employing unit per IRC Section 414(h)(2).
- . That the plan is an IRC Section 414(e) church plan.

A non-electing church plan may not rely on our opinion for rules governing pre-Employee Retirement Income Security Act (ERISA) participation and coverage.

Our opinion applies to the requirements of IRC Sections 410(b) and 401(a)(26) (other than the 401(a)(26) requirements that apply to a prior benefit structure) if 100% of all non-excludable employees benefit under the plan.

Employers who choose a safe harbor benefit formula and a safe harbor compensation definition may also rely on this opinion letter for the non-discriminatory amounts requirement under IRC Section 401(a)(4).

If this plan provides for voluntary employee contributions subject to IRC Section 401(m), the employer may rely on the opinion letter for the form of the nondiscrimination test of IRC Section 401(m)(2) if the employer uses a safe harbor compensation definition.

Except as provided in Section 5.18(2) of Rev. Proc. 2017-41, an employer who adopts a cash balance plan cannot rely on an opinion letter for the requirements of IRC Section 411(b)(1) where the cash balance formula uses a structure of principal credits that increase with age, service, or other measure during a participant's employment.

This opinion letter doesn't cover any provisions in trust or custodial account documents:

- . Trusts or custodial account documents can't contain a provision that the provisions of the trust override the provisions of the plan.
- . This plan's provisions override any conflicting provision in the trust or custodial account documents used with the plan.
- . An adopting employer may not rely on this letter to the extent a trust or custodial account's provisions in a separate part of the plan override or conflict with the plan document provisions.
- . This letter does not constitute a ruling or determination as to the exempt status of related trusts or custodial accounts under IRC Section 501(a).

An employer who adopts this plan may not rely on this letter when the employer:

- . Uses the plan to amend or restate a plan which wasn't previously qualified.
- . Adopts it before the opinion letter is issued.
- . Doesn't correctly complete the adoption agreement or other elective provisions in the plan.
- . Made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41.

Our opinion doesn't:

- . Apply to what is contained in any applicable documents referenced outside the plan or adoption agreement, such as a collective bargaining agreement.
- . Consider issues under ERISA Title I, which are administered by the Department of Labor.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you, the pre-approved plan provider, have questions about your case, you can:

- . Call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting employers with questions about the plan should contact you.
- . Write to us - provide your telephone number and the best time to call if we need more information.

Whether you call or write, reference the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep a copy of this letter for your records.

Sincerely,

A handwritten signature in dark ink, appearing to read "Daniel Dragoo", written in a cursive style.

Daniel Dragoo
Director, EP Rulings & Agreements

cc: ICE MILLER LLP
ATTENTION: LISA ERB HARRISON
ONE AMERICAN SQUARE, SUITE 2900
INDIANAPOLIS, IN 46282

**SUMMARY OF KEY AMENDMENTS
TO THE RESTATED
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN**

I. GENERAL OVERVIEW

On August 31, 2023, the IRS issued a favorable opinion letter for the Amended and Restated Third Six-Year Cycle Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE BASIC PLAN DOCUMENT

Participating employers have already been apprised of the content of all amendments adopted by the Board before August 31, 2023. However, during its review, the IRS required GMEBS to include additional amendments in the restated Plan documents. The following information summarizes those amendments, as well as Amendment 1 to the Basic Plan Document, which was approved by the Board of Trustees on September 22, 2023.

- ❖ **Change from “Master Plan Document” to “Basic Plan Document”** – The IRS changed its terminology for pre-approved plan documents from “Master Plan document” to Basic Plan Document.”
- ❖ **Removal of Outdated Language** – GMEBS amended the Plan for administrative purposes to move provisions that were no longer in effect or no longer applicable.
- ❖ **Minimum Age Limits for In-Service Distribution** – As a general rule, employees or elected officials may not draw retirement benefits while employed. The Basic Plan document states that if a plan allows in-service distribution, a participant must be at least age 62, or satisfy certain “safe harbor” age and service combinations established in IRS regulations, to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees (or that satisfies certain IRS “safe harbor” age and service qualifications that apply to public safety employees), public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. Though Congress amended federal law in 2019 to allow plans to set normal retirement ages at a minimum age of 59 ½, the IRS’s opinion letter for the DB Plan specified it would not apply to plans that allowed in-service distribution at ages younger than 62 (or 50 for public safety employees) or that did not satisfy one of the IRS’s safe harbors for in-service distribution. **As in prior restatements, GMEBS plans that currently have in-service distribution provisions that don’t meet these requirements will have the opportunity to file for separate IRS approval of these provisions.** “In-service distribution” means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A “bona fide

SUMMARY OF KEY AMENDMENTS

separation from service” is a separation from service of at least six months with no expectation of returning to service.

- ❖ **Removal of Public Employment Related Crime Provisions** – At the request of the IRS, GMEBS removed language concerning the reduction or forfeiture of a participant’s benefits following a final conviction of a public employment related crime from the Basic Plan Document. State laws requiring a reduction in or forfeiture of retirement benefits if a participant is convicted of a public employment related crime still apply but are no longer mentioned in the Plan documents.
- ❖ **Clarification of Process for Locating an Individual Owed Benefits** – As required by the IRS, the restated Basic Plan Document details the steps an employer offering benefits under the DB Plan must take to locate an individual to whom benefits are owed under the Plan. These steps include searching Plan-related and publicly available records or directories for alternative contact information; sending certified mail to the individual’s last known mailing address and reaching out through appropriate means for address or contact information (such as email addresses and phone numbers) available to the employer; and using either a commercial locator service, a credit reporting agency or internet search tools to find the individual.
- ❖ **Federal Tax Law Updates** – The Basic Plan Document contains several federal tax law updates, including allowing rollovers to SIMPLE IRAs in certain situations, updating mortality table language relating to annual benefit limits, and allowing employers to amend the plan as necessary to satisfy Section 415 of the Internal Revenue Code, even if doing so impacts benefits.
- ❖ **Voting Representative; Trustees** – GMEBS updated language in the Basic Plan Document designating employers’ voting representative for GMEBS purposes to be consistent with the GMEBS Bylaws. The language provides that, unless otherwise directed by an employer’s chief executive, a GMEBS trustee will be considered his or her employer’s designated voting representative. For all other employers, the chief executive or administrative officer will be the employer’s voting representative.
- ❖ **Use of Trust Fund Assets** – The Basic Plan Document stipulates that trust fund assets can be used to pay reasonable fees, taxes and expenses of the Plan and Trust.
- ❖ **Reversion of Assets in Event of Plan Termination** – Per the request of the IRS, GMEBS amended the Basic Plan Document to state that, in the event an employer’s plan is terminated, excess trust fund assets remaining after paying all vested accrued benefits to all participants can only revert to the employer if the excess was due to an actuarial error.
- ❖ **Added Language to Adoption Agreement Regarding Compliance with Federal Law when an Employer Has More than One Defined Benefit Retirement Plan** – Per the request of the IRS, the Adoption Agreement contains a new Section 15(G) concerning Section 415(b) of the Internal Revenue Code, when an employer has more than one defined benefit retirement plan. This provision will be blank in most GMEBS employers’ Adoption Agreements.

SUMMARY OF KEY AMENDMENTS

- ❖ **Adjusted Minimum Ages for Commencement of Required Minimum Contributions** – The SECURE Act of 2019 and 2022’s SECURE 2.0 raised the age at which participants have to start drawing retirement benefits. These changes were not included in the restated Basic Plan Document reviewed by the IRS. However, on September 23, 2023, the Board of Trustees of GMEBS adopted Amendment 1 to the Restated Plan to implement these updates. Currently, a terminated vested participant must retire no later than the April 1 following the date the participant turns 73. Starting in 2033, a terminated vested participant must retire no later than the April 1 following the date the participant turns 75.

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Flowery Branch

Ordinance 710

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN	
ADOPTION AGREEMENT	2
1. ADMINISTRATOR	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE	3
6. TYPE OF ADOPTION	3
7. EFFECTIVE DATE.....	3
8. PLAN YEAR	5
9. CLASSES OF ELIGIBLE EMPLOYEES.....	5
A. Eligible Regular Employees	5
B. Elected or Appointed Members of the Governing Authority	5
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees)	6
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN	7
13. CREDITED SERVICE	7
A. Credited Past Service with Adopting Employer	8
B. Prior Military Service	9
C. Prior Governmental Service.....	10
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	12
14. RETIREMENT ELIGIBILITY.....	14
A. Early Retirement Qualifications	14
B. Normal Retirement Qualifications.....	14
C. Alternative Normal Retirement Qualifications	16
D. Disability Benefit Qualifications	20
15. RETIREMENT BENEFIT COMPUTATION.....	21
A. Maximum Total Credited Service.....	21
B. Monthly Normal Retirement Benefit Amount.....	21
C. Monthly Early Retirement Benefit Amount	24
D. Monthly Late Retirement Benefit Amount (check one):	25
E. Monthly Disability Benefit Amount	25
F. Minimum/Maximum Benefit For Elected Officials	26
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	27

A.	Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)	27
B.	Cost Of Living Adjustment.....	28
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING	29
A.	Eligible Regular Employees	29
B.	Elected or Appointed Members of the Governing Authority	30
18.	PRE-RETIREMENT DEATH BENEFITS	30
A.	In-Service Death Benefit.....	30
B.	Terminated Vested Death Benefit.....	32
19.	EMPLOYEE CONTRIBUTIONS	32
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT	33
21.	TERMINATION OF THE ADOPTION AGREEMENT	34
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS	34

I. AN ORDINANCE

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) Basic 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) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

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

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Flowery Branch, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **5410 Pine Street, Flowery Branch, GA 30542**
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 Basic Plan Document)

Name: **City Manager**
Address: **5410 Pine Street, Flowery Branch, GA 30542**
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 the Basic Plan Document]

Position:

Position:

Position:

Position:

Position:

Pension Committee Secretary: **Human Resources Director**

Address: **5410 Pine Street, Flowery Branch, GA 30542**

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 the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - ☐ 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)**): _____

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic 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 Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); 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 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan

Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 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 but not earlier than the first day of the current Plan Year in which the Plan is adopted).

- (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 Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be ____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).** 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 Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be the date of its approval by the Governing Authority **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on September 1, 2023 **(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**): July 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document'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 Basic Plan Document 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 Basic Plan Document'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 Basic Plan Document, 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 Basic Plan Document. 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, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee 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 Basic Plan Document).
- ☐ 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))**: **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).**
- ☐ 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 returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming 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 returning 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, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee 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 Basic Plan Document 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 Basic Plan Document. 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 Basic Plan Document, 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 Basic Plan Document.

(1) Credit for Prior Governmental Service.

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

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

- ☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

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

(5) Payment for Prior Governmental Service Credit.

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
 - ☐ The Participant must pay ____% of the actuarial cost of the service credit.
 - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

- ☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of _____ 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 Basic Plan Document; 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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):** The Eligible Regular Employee employed in the position of City Manager on March 3, 2022.

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

- ☒ Attainment of age **65 (insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

(2) Elected or Appointed Members of Governing Authority

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

- ☐ Attainment of age _____ **(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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

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

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

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

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 the Participant 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant satisfies the qualifications for this alternative normal retirement benefit.

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

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

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

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 Basic Plan Document 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 Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

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)): The number of years of Total Credited Service which may be used to calculate a benefit is limited to 30 years for all Eligible Regular Employees. Notwithstanding the foregoing, the number of years of Total Credited Service which may be used to calculate a benefit shall not be limited with respect to calculation of benefits using the 2.0% alternative flat percentage formula below, only for those Eligible Regular Employees who were in Service as of August 1, 2023, Terminate on or after September 1, 2023, are not thereafter reemployed, and have more than 37.5 years of Total Credited Service with the City (including Credited Service granted pursuant to Section 13(A)(1) of the Adoption Agreement).

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.** 2.5% (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. 2.0% (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): Eligible Regular Employees who have at least 37.5 years of Total Credited Service with the City (including Credited Service granted pursuant to Section 13(A)(1) of the Adoption Agreement), and Terminate on or after September 1, 2023, and are not thereafter reemployed.**

- ☐ (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 Basic Plan Document. 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 Basic Plan Document. 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 Basic Plan Document. 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 (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

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 Basic Plan Document 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

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (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 the Participant's 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 Basic Plan Document; 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 Basic Plan Document.

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 the Participant's 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 the Participant's 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 the Participant's 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.)

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)):** _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

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 Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document 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 the Participant's 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 the Participant's 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 Basic Plan Document for as long as the Participant remains employed.
- ☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. 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 Basic Plan Document 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 the Participant's 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 the Participant's 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 Basic Plan Document 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 Basic Plan Document. However, the Participant may begin receiving benefits after satisfying 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 Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

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 Basic Plan Document.

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 Basic Plan Document. 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 Basic Plan Document, 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 the Participant's 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**):

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

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

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): The Eligible Regular Employee employed in the position of City Manager on March 3, 2022.

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). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): **No Vesting schedule (immediate Vesting).**

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's 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). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, 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 the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. 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 Basic Plan Document.
- ☐ 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 ($\frac{1}{2}$) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

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

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

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

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

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

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, 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 the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- ☐ **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 pre-approved plan 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 pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, 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 Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Basic 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 Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. 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), Basic 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 opinion 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 pre-approved plan provider 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 pre-approved plan provider 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 Provider 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 pre-approved plan as described in Revenue Procedure 2017-41; 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 opinion letter, the Provider'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 pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document 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 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 the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

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

**RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM**

**APPROVAL OF AMENDMENT 1 TO THE THIRD CYCLE
RESTATED GMEBS DEFINED BENEFIT RETIREMENT PLAN
(APPROVED BY THE IRS AUGUST 31, 2023)**

WHEREAS, the Board of Trustees (“Board”) of the Georgia Municipal Employees Benefit System (“GMEBS”) previously adopted the GMEBS Defined Benefit Retirement Plan (“Plan”), which received a favorable advisory letter from the Internal Revenue Service (“IRS”) on March 30, 2018, and was most recently amended by the Board on December 2, 2022, through the Board’s approval of Amendment 4 to the Restated GMEBS Defined Benefit Retirement Plan;

WHEREAS, the Board periodically updates and restates the Plan with the IRS to ensure the qualified status of the Plan under Section 401(a) of the Internal Revenue Code;

WHEREAS, GMEBS most recently submitted the Plan to the IRS for restatement purposes on June 29, 2022;

WHEREAS, on August 31, 2023, the IRS issued a favorable opinion letter for the Plan;

WHEREAS, under the IRS’s practices and procedures relating to plan restatements, certain amendments the Board had previously made to the Plan to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions, were not included in the Plan documents submitted to the IRS for restatement purposes;

WHEREAS, the Board has reserved the right to amend the Plan on behalf of Adopting Employers to retain the qualified status of the Plan in Section 18.02 of the Basic Plan Document;
and

WHEREAS, the Trustees now wish to amend the newly restated Plan (“Third Cycle Restated GMEBS Defined Benefit Retirement Plan”) to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions.

NOW, THEREFORE BE IT RESOLVED, this Amendment 1 is hereby adopted to amend the Basic Plan Document effective as set forth herein:

1. Section 10.01(b), concerning distribution rules imposed by federal law, are amended to update the age for a Participant’s required beginning date, as follows:

(a) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches the applicable age or (ii) the calendar year in which the Participant Retires. For purposes of this Section, “applicable age” (as defined under Code Section 401(a)(9)(C)(v)) means:

- (1) Age seventy and one-half (70 ½) (for a Participant who was born on or before June 30, 1949);
- (2) Age seventy-two (72) (for a Participant who was born on or after July 1, 1949, but before 1951); or
- (3) Age seventy-three (73) or the otherwise applicable age under Section 401(a)(9)(C)(v) of the Internal Revenue Code (for a Participant who was born in 1951 or later).

2. Section 10.01(c)(1), concerning distribution rules imposed by federal law, are amended to update the Participant’s age for the purpose of distributions to his or her surviving spouse when said surviving spouse is the sole Designated Beneficiary, as follows:

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the applicable age, if later.

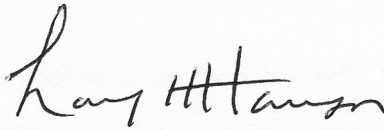
RESOLVED FURTHER by the Board that the appropriate officers and employees of GMA or the Administrator are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolutions on behalf of the Board, including but not limited to making non-substantive modifications to Plan documents as necessary, and that all prior actions taken in effectuating the Restated Plan documents and cooperation with IRS requests and directives are hereby ratified and confirmed in all respects.

RESOLVED FURTHER that the amendments herein shall take effect October 1, 2023.

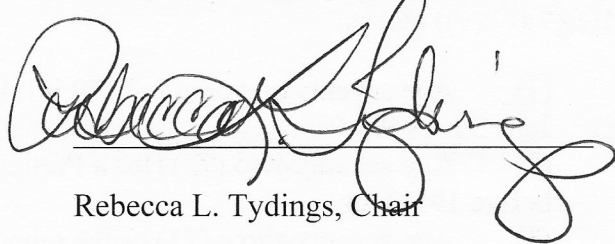
The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 22 day of September, 2023.

Attest:

Georgia Municipal Employees Benefit System



Larry Hanson, Secretary-Treasurer



Rebecca L. Tydings, Chair

Adopted by the Board of Trustees at the meeting held on September 22, 2023.

**GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM**

**BASIC DEFINED BENEFIT RETIREMENT PLAN
DOCUMENT**

AMENDED AND RESTATED

Third Six-Year Cycle, 2020 Cumulative List

**Administered by:
Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. PURPOSE OF PLAN	1
ARTICLE II. DEFINITIONS	2
Section 2.01. "Accrued Benefit"	3
Section 2.02. "Actuarial Equivalent"	3
Section 2.03. "Actuary"	3
Section 2.04. "Addendum"	3
Section 2.05. "Adjustment Date"	3
Section 2.06. "Administrator"	3
Section 2.07. "Adopting Employer"	3
Section 2.08. "Adoption Agreement"	3
Section 2.09. "Applicable Form"	4
Section 2.10. "Board of Trustees" or "Board"	4
Section 2.11. "Bona Fide Separation from Service"	4
Section 2.12. "Child" or "Children"	4
Section 2.13. "Code"	5
Section 2.14. "Code Section 415(d) Cost of Living Adjustment"	5
Section 2.15. "Contract"	5
Section 2.16. "Contributions"	5
Section 2.17. "Cost of Living Base Figure"	5
Section 2.18. "Covered Compensation AIME"	6
Section 2.19. "Covered Compensation Dynamic Break Point"	6
Section 2.20. "Covered Compensation Table Break Point"	6
Section 2.21. "Current Average Cost-of-Living Index Figure"	7
Section 2.22. "Default Beneficiary"	7
Section 2.23. "Disability"	7
Section 2.24. "Disability Retirement Date"	9
Section 2.25. "Early Retirement Date"	10
Section 2.26. "Earnings"	10
Section 2.27. "Effective Date"	11
Section 2.28. "Eligible Employee"	11
Section 2.29. "Eligible Regular Employee"	11
Section 2.30. "Employee"	11
Section 2.31. "Employer"	11
Section 2.32. "Enrollment Date"	12
Section 2.33. "FMLA"	12
Section 2.34. "Firefighter"	12
Section 2.35. "Final Average Earnings"	12
Section 2.36. "Governing Authority"	13
Section 2.37. "In-Service Distribution"	13
Section 2.38. "Ineligible Employee"	13
Section 2.39. "Interest"	13

Section 2.40.	"Investment Fund" or "GMEBS Retirement Trust Fund"	14
Section 2.41.	"Late Retirement Date"	14
Section 2.42.	"Military Service"	14
Section 2.43.	"Monthly Retirement Benefit"	14
Section 2.44.	"Municipal Legal Officer"	14
Section 2.45.	"Normal Retirement Date" or "Alternative Normal Retirement Date"	14
Section 2.46.	"Participant" or "Participating Employee"	15
Section 2.47.	"Pension Committee"	15
Section 2.48.	"Plan"	15
Section 2.49.	"Plan Representative"	15
Section 2.50.	"Plan Year"	15
Section 2.51.	"Police Officer"	15
Section 2.52.	"Post-Retirement Beneficiary"	16
Section 2.53.	"Primary Pre-Retirement Beneficiary"	16
Section 2.54.	"Provider"	16
Section 2.55.	"Regular Employee"	16
Section 2.56.	"Resolution"	16
Section 2.57.	"Retired Participant"	16
Section 2.58.	"Retirement" or "Retires"	16
Section 2.59.	"Retirement System," "System," or "GMEBS"	16
Section 2.60.	"Secondary Pre-Retirement Beneficiary"	16
Section 2.61.	"Section"	17
Section 2.62.	"Spouse"	17
Section 2.63.	"Terminated Vested Participant"	17
Section 2.64.	"Termination," "Terminate Employment," "Termination of Employment," or "Terminated"	17
Section 2.65.	"Trust Fund"	18
Section 2.66.	"Vested," "Vesting," "Vested Right," or "Vested Benefit"	18
ARTICLE III.	SERVICE	18
Section 3.01.	"Current Credited Service"	18
Section 3.02.	"USERRA Military Service Credit"	19
Section 3.03.	"Credited Past Service"	22
Section 3.04.	"Prior Governmental Service"	22
Section 3.05.	"Prior Military Service"	22
Section 3.06.	"Service"	22
Section 3.07.	"Total Credited Service"	23
ARTICLE IV.	ELIGIBILITY, QUALIFICATION AND PARTICIPATION	24
Section 4.01.	Classes of Eligible Employees	24
Section 4.02.	Qualifications for Participation	24
Section 4.03.	Establishing Participation in the Plan	29
Section 4.04.	Change in Employment Status	31
Section 4.05.	Participant Leaves of Absence	32
Section 4.06.	Non-Vested Participant Breaks in Service	33

ARTICLE V.	RETIREMENT ELIGIBILITY	36
ARTICLE VI.	RETIREMENT BENEFITS	37
Section 6.01.	Normal Retirement Benefit.....	37
Section 6.02.	Early Retirement Benefit	38
Section 6.03.	Late Retirement Benefit.....	39
Section 6.04.	Disability Benefit.....	40
Section 6.05.	Cost of Living Adjustment	44
Section 6.06.	In-Service Distribution; Suspension of Benefits Following Return to Service	45
ARTICLE VII.	OPTIONAL FORMS OF RETIREMENT INCOME.....	59
Section 7.01.	Standard Benefit Payment Form; Other Payment Options.....	59
Section 7.02.	Designation of Post-Retirement Beneficiary	60
Section 7.03.	Description of Options.....	60
Section 7.04.	Cancellation of Election	64
Section 7.05.	Rule for Small Benefits	64
Section 7.06.	Distributions	65
Section 7.07.	Compliance with Internal Revenue Section 401(a)(9)	65
Section 7.08.	Compliance with Internal Revenue Section 415	65
ARTICLE VIII.	DEATH BENEFITS	66
Section 8.01.	Death in Service Prior to Retirement.....	66
Section 8.02.	Actuarial Reserve In-Service Death Benefit.....	66
Section 8.03.	Auto A In-Service Death Benefit	67
Section 8.04.	Designation of Beneficiary	70
Section 8.05.	Change of Beneficiary	71
Section 8.06.	Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.....	71
Section 8.07.	Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary	72
Section 8.08.	Terminated Vested Death Benefits	73
Section 8.09.	Terminated Vested Auto A Death Benefit.....	74
Section 8.10.	Accrued Retirement Benefit	77
Section 8.11.	Designation of Terminated Vested Pre-Retirement Beneficiary	79
Section 8.12.	Participant Death After Retirement Benefit Commencement	79
ARTICLE IX.	TERMINATION BEFORE RETIREMENT; VESTING.....	81
Section 9.01.	Vesting Requirement for Deferred Retirement Benefit.....	81
Section 9.02.	Termination of Tenure of Office Before Retirement.....	82
Section 9.03.	Immediate Vesting in Disability Retirement.. ..	83
Section 9.04.	Involuntary Termination Without Cause.....	83
Section 9.05.	Portability between Adopting Employers.....	84

Section 9.06.	Forfeiture of Benefits for Certain Crimes.....	85
Section 9.07.	Forfeitures.....	86
ARTICLE X.	DISTRIBUTION AND ROLLOVER RULES.....	89
Section 10.01.	Distribution Rules Imposed by Federal Law	89
Section 10.02.	Rollover of Distributions	93
Section 10.03.	Acceptance of Eligible Rollover Distributions.....	95
Section 10.04.	Acceptance of Trustee-to-Trustee Transfers	96
ARTICLE XI.	LIMITATIONS ON BENEFITS	96
Section 11.01.	Effective Date	96
Section 11.02.	Limitation on Annual Benefit.....	96
Section 11.03.	Limitation on Annual Additions	106
Section 11.04.	Code Section 415(e) Limits	109
Section 11.05.	Limitations on Service Credit Purchases	109
Section 11.06.	Interpretation of this Article	113
ARTICLE XII.	ACTUARIAL EQUIVALENT CONVERSION TABLES.....	113
Section 12.01.	Early Retirement Reduction Table	113
Section 12.02.	Option B Tables.....	114
Section 12.03.	Option C Table	117
Section 12.04.	Life Annuity Factors to be Used in Computing Actuarial Reserve Death Benefit.....	118
Section 12.05.	Late Retirement Actuarial Increase Factors	119
Section 12.06.	"Offset Calculations"; Other Annuity Forms.....	120
Section 12.07.	Lump Sum Payments.....	122
ARTICLE XIII.	CONTRIBUTIONS	122
Section 13.01.	Adopting Employer Contributions	122
Section 13.02.	Employee Contributions	123
Section 13.03.	Withdrawal of Employee Contributions.....	123
Section 13.04.	Cessation of Contributions Without Penalty	126
Section 13.05.	Continued Contributions During Leave of Absence	126
Section 13.06.	Return of Contributions Upon Failure to Exhaust.....	126
ARTICLE XIV.	PENSION COMMITTEE.....	129
Section 14.01.	Creation and Composition	129
Section 14.02.	Responsibilities.....	129
Section 14.03.	Secretary	132
Section 14.04.	Legal Assistance	132
Section 14.05.	Plan Representative	132
ARTICLE XV.	BOARD OF TRUSTEES	133
Section 15.01.	Definitions	133
Section 15.02.	Powers.....	133
Section 15.03.	Composition and Election.....	133

Section 15.04.	Officers	133
Section 15.05.	Notice of Elections	133
Section 15.06.	Voting	134
Section 15.07.	Voting Representative for the Adopting Employer	134
Section 15.08.	Qualified Public Accountant.....	134
Section 15.09.	Fiduciary Insurance	135
ARTICLE XVI.	GMEBS TRUST AGREEMENT	135
Section 16.01.	General Provisions.....	135
Section 16.02.	Group Trust Participation	135
ARTICLE XVII.	CLAIMS AND LITIGATION.....	136
Section 17.01.	Disputes	136
Section 17.02.	Disputes involving Federal or State Law Compliance	137
Section 17.03.	Failure to Act	137
ARTICLE XVIII.	AMENDMENT AND TERMINATION	137
Section 18.01.	Amendment of the Plan by an Adopting Employer.....	137
Section 18.02.	Amendment of Plan by GMEBS	138
Section 18.03.	Termination by Adopting Employer.....	140
Section 18.04.	Amendment of the Plan to Transfer Assets; Termination of Contract	143
Section 18.05.	Involuntary Termination.....	147
Section 18.06.	Termination of the Basic Plan Document by the Board	151
ARTICLE XIX.	NON-ALIENATION OF BENEFITS	151
ARTICLE XX.	MISCELLANEOUS	152
Section 20.01.	Construction.....	152
Section 20.02.	Non-Diversion	154
Section 20.03.	Legally Incompetent; Power of Attorney	154
Section 20.04.	Benefits Supported Only by Trust Fund.....	155
Section 20.05.	Non-Discrimination	155
Section 20.06.	Limitation of Liability; Legal Actions.....	155
Section 20.07.	Claims	156
Section 20.08.	Errors in Benefits.....	156
Section 20.09.	Notice.....	161
Section 20.10.	Right of Recovery.....	161
Section 20.11.	Evidence of Action	161
Section 20.12.	Reliance	162
Section 20.13.	Information to Administrator.....	162
Section 20.14.	Participant Data to Administrator.....	162
Section 20.15.	Treatment of Vacated Court Orders	162
Section 20.16.	Entire Plan	163

APPENDIX – REFERENCED SECTIONS OF O.C.G.A.

BASIC PLAN DOCUMENT

ARTICLE I.

PURPOSE OF PLAN

The Georgia Municipal Employees Retirement System Plan ("Plan") is hereby amended and restated for the Third Six-Year Cycle, in compliance with the 2020 Cumulative List, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System. The Plan is a governmental qualified defined benefit plan under Internal Revenue Code Sections 401(a) and 414(d) and is intended to be adopted by Employers in Georgia.

The Plan is intended to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); as well as the additional guidance included in the 2020 Cumulative List under Internal Revenue Service ("IRS") Notice 2020-14 to the extent applicable to the Plan. Except as otherwise specifically provided herein, the Plan establishes the rights and obligations with respect to individuals who are Employees on and after such dates, as applicable, and to transactions under the Plan on and after such dates, as applicable. Except as otherwise specifically provided herein, the rights and benefits, if any, of individuals who are not Employees on or after such dates, as applicable, shall be determined in accordance with the terms and provisions of the Plan that were in effect on the date that their employment terminated.

Any Municipal Corporation accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate Ordinance of the Governing Authority adopting the Plan. Any other Employer accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate resolution or ordinance (as applicable) of the Governing Authority adopting the Plan. With the

consent of the Board, such organization shall become an Adopting Employer hereunder, as of the specified date, and shall be subject to the terms and provisions of the Plan as then in effect and thereafter amended.

The Plan document consists of this Basic Plan Document, the Adoption Agreement, and any Addendum of each Employer and any amendments to the Basic Plan Document, the Adoption Agreement, and any Addendum. The Plan, generally effective as of the date set forth in the Adoption Agreement for each Employer, except as otherwise specifically provided herein, is established for the purpose of providing retirement and other benefits to Participants.

This Plan is intended to be a pre-approved plan, to be used with a completed Adoption Agreement.

ARTICLE II.

DEFINITIONS

This Article covers all generally applicable definitions used in this Plan, except for definitions related to service, which are in Article III. Except as otherwise provided in the Employer's Adoption Agreement or any Addendum, the definition of terms contained in this Article II and Article III shall govern the meaning of such terms used in the Adoption Agreement. When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows, unless a different meaning is plainly required by the content:

Section 2.01. **"Accrued Benefit"** shall mean, as of any date, the Normal Retirement benefit payable to a Participant at the Participant's Normal Retirement Date computed in accordance with the provisions of Article VI and the Adoption Agreement, based upon the Participant's Total Credited Service and Final Average Earnings (if applicable) as of the date that the Participant's Accrued Benefit is being determined.

Section 2.02. **"Actuarial Equivalent"** shall mean a benefit of approximately equal value when computed on the basis of the actuarial assumptions contained in Article XII.

Section 2.03. **"Actuary"** shall mean an individual, or firm, appointed or approved by the Board of Trustees to perform actuarial calculations necessary in the funding of the Plan.

Section 2.04. **"Addendum"** means any Addendum to an Adoption Agreement submitted to the IRS for review under the pre-approved program and entered into by an Adopting Employer.

Section 2.05. **"Adjustment Date"** means January 1 or such other date in a calendar year on which a Cost of Living Adjustment is applied to a Retired Participant's or Post-Retirement Beneficiary's benefit pursuant to an Adopting Employer's Adoption Agreement or any Addendum thereto.

Section 2.06. **"Administrator"** shall mean the Georgia Municipal Employees Benefit System or its designee.

Section 2.07. **"Adopting Employer"** shall mean an Employer who adopts this Plan through the adoption of the Adoption Agreement.

Section 2.08. **"Adoption Agreement"** shall mean the Adoption Agreement adopted by an Adopting Employer, which Adoption Agreement contains certain terms of the Plan, and

whenever applicable shall include any Addendum amending provisions of the Adoption Agreement.

Section 2.09. **"Applicable Form"** shall mean the appropriate form as designated and furnished by the Administrator to make the election or provide the notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator may prescribe an oral, electronic, or telephonic form in lieu of or in addition to a written form.

Section 2.10. **"Board of Trustees"** or **"Board"** shall mean the Board of Trustees of the Georgia Municipal Employees Benefit System.

Section 2.11. **"Bona Fide Separation from Service"** shall mean, with respect to a Participant who Terminates employment on or after September 26, 2014, the Participant Terminated Employment with the Participant's Adopting Employer without an agreement for re-employment and did not return to service with the Adopting Employer as an Eligible Employee, Ineligible Employee, or independent contractor or in any other capacity, except as described below, for at least six (6) calendar months after the date of said Termination of Employment, provided that the Employer shall be required to provide any information to GMEBS necessary to verify an Employee's Bona Fide Separation from Service. A Bona Fide Separation from Service shall alternatively mean that an Eligible Employee Terminated Employment with the Adopting Employer and returned to service with the Adopting Employer as an elected or appointed member of the Governing Authority, even if such Employee did not incur a six (6) month break in service prior to becoming an elected or appointed member of the Governing Authority.

Section 2.12. **"Child"** or **"Children"** shall mean any natural or adopted child of the Participant or Terminated Vested Participant, as applicable, who is younger than age twenty-two

(22) as of the date of the Participant's or Terminated Vested Participant's death. The term "adopted child" shall include any child who is legally adopted by the Participant and any child who is a member of the Participant's household if placed with the Participant by an authorized placement agency for legal adoption by the Participant. The term "child" does not include a foster child.

Section 2.13. **"Code"** shall mean the Internal Revenue Code of 1986, as applicable to governmental plans, as amended from time to time, and the Internal Revenue Code of 1954, as applicable to governmental plans.

Section 2.14. **"Code Section 415(d) Cost of Living Adjustment"** shall mean the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) for any applicable year.

Section 2.15. **"Contract"** shall mean the entire contents of the Ordinance or Resolution adopting this Plan, the Employer's Adoption Agreement and any Addendum thereto, the Basic Plan Document, the GMEBS Trust Agreement, and any amendments made hereafter.

Section 2.16. **"Contributions"** shall mean payments made by Employers (and Employees, if applicable) to GMEBS to provide the benefits specified in the Plan.

Section 2.17. **"Cost of Living Base Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is 14 months prior to the month of the Adjustment Date used to determine the Current Cost-of-Living Index Figure. However, if a Participant or Beneficiary has been drawing benefits for less than twelve (12) months, the Cost-of-Living Base

Figure shall mean the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two (2) months prior to the month when benefit payments commenced.

Section 2.18. "Covered Compensation AIME." shall mean the portion of the Average Indexed Monthly Earnings (A.I.M.E.), annualized, as defined by the December 1977 amendments to the federal Old-Age, Survivors, and Disability Insurance (O.A.S.D.I.), not subject to the fifteen percent (15%) benefit rate as defined in the amendments and as adjusted to the year of termination of employment as provided for in said amendments.

Section 2.19. "Covered Compensation Dynamic Break Point" shall mean, for any calendar year, the average of the maximum amount of earnings for which taxes are payable under the Social Security Act during the period of calendar years: (1) beginning with the later of 1959 or the calendar year thirty-five (35) years before the year for which Social Security Covered Compensation is being computed, and (2) ending with the calendar year preceding the year for which Social Security Compensation is being computed. The amount of Covered Compensation for a Participant shall be determined as of the date of the Participant's most recent Termination or the Participant's date of death, whichever is applicable.

Section 2.20. "Covered Compensation Table Break Point" shall mean the amount listed in the table below, opposite the year of birth of the Participant:

Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount
1903 or earlier	\$4,944	1916	\$6,432	1929	\$6,900
1904	5,160	1917	6,480	1930	6,984

1905	5,352	1918	6,528	1931	7,080
1906	5,520	1919	6,576	1932	7,176
1907	5,652	1920	6,612	1933	7,260
1908	5,784	1921	6,660	1934	7,332
1909	5,892	1922	6,696	1935	7,416
1910	6,000	1923	6,720	1936	7,500
1911	6,084	1924	6,756	1937	7,572
1912	6,168	1925	6,792	1938	7,656
1913	6,240	1926	6,816	1939	7,728
1914	6,312	1927	6,840	1940	7,764
1915	6,372	1928	6,864	1941	7,800
				or later	

Section 2.21. "Current Average Cost-of-Living Index Figure" shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) that was most recently issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two months prior to the month of the Adjustment Date.

Section 2.22. "Default Beneficiary" shall mean, with respect to a Participant who dies prior to July 1, 2015, the person(s) or entity to whom a pre-retirement death benefit is payable in the absence of a beneficiary designation by the Participant or in the event there is no designated Primary or Secondary Pre-Retirement Beneficiary to whom a pre-retirement death benefit is payable, determined in accordance with and subject to Section 8.06.

Section 2.23. "Disability" shall mean, with respect to those Adopting Employers who elect in the Adoption Agreement to provide disability retirement benefits and unless otherwise provided in an Addendum to the Adoption Agreement, the following:

(a) A physical or mental disability of a Participant who because of such disability becomes entitled to receive disability insurance benefits under the Federal Social Security Act, as amended, provided that the following conditions are satisfied:

(1) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer, as evidenced by a Social Security Administration (SSA) disability award submitted with the Participant's disability retirement application, reflecting a disability onset date on or before the Participant's Termination date; provided, however, that in the event a Participant has filed more than one disability application with the SSA and the SSA disability award reflects a disability onset date after the Participant's Termination date, and where due to SSA administrative res judicata rules the disability onset date reflected in the SSA disability award immediately follows the date that a prior SSA disability award was denied, then the Administrator may consider other documents submitted with the Participant's application for a SSA disability award to determine the disability onset date if the Participant provides such documents to the Administrator and the Administrator deems such documents sufficient to establish that the disability onset date is on or before the Participant's Termination date;

(2) In no event will the disability onset date be earlier than the latest disability onset date alleged by the Participant in the Participant's SSA disability application(s); and

(3) The Participant's disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs; or

(b) A Participant who is not disabled in accordance with the definition under subsection (a) above solely because the Participant lacks the quarters of Social Security coverage required under the Federal Social Security Act, as amended, shall qualify for Disability if the Pension Committee determines that the Participant is permanently disabled on the basis of

a certificate signed by at least two (2) physicians, (one physician selected and paid by the disabled Participant and one selected and paid by the Employer) stating that:

(1) The Participant is permanently disabled as defined in Internal Revenue Code Section 72(m); and

(2) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer; and

(3) Such disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs.

(c) Neither the Adopting Employer nor the Administrator is required to independently investigate or confirm the cause(es) of a Participant's disability.

Section 2.24. "Disability Retirement Date" shall mean, with respect to those Adopting Employers who elect to provide Disability retirement benefits in the Adoption Agreement and with respect to Participants who Terminate Employment due to Disability, the first day of the first calendar month coinciding with or next following: (a) the date on which a Participant becomes entitled to receive a monthly disability insurance benefit under the Federal Social Security Act, as amended; (b) the date on which the Participant's Disability is determined by the Pension Committee to have commenced, in the case of Disability determinations made by the Pension Committee pursuant to Section 2.23(b); or (c) the date determined in accordance with the provisions of an Employer's General Addendum, as applicable. However, in no event will the Disability Retirement Date be earlier than the first day of the calendar month coinciding with or next following the date of the Participant's Termination of Employment as a result of Disability.

Section 2.25. "Early Retirement Date" shall mean the first day of the month coinciding with or next following the day a Participant qualifies for Early Retirement as specified in the Adoption Agreement, as of which the Participant actually Retires.

Section 2.26. "Earnings" shall mean, unless otherwise specified by the Employer in an Addendum to the Adoption Agreement, the total gross earnings paid to a Participant by the Employer, as reflected in the Employer's payroll records and shall include salary, wages, bonuses, overtime, and compensation for unused sick, vacation, paid-time-off, personal, or any other paid leave. Earnings shall not be reduced for compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), or contributions picked-up under Code Section 414(h) during the Plan Year. Unless otherwise specified in an Addendum to the Adoption Agreement, Earnings shall not include perquisites or allowances for a car or house rent, or compensation for severance pay.

For any Plan Year beginning after December 31, 2001, the annual earnings of a Participant for any year taken into account under the Plan shall not exceed Two Hundred Thousand Dollars (\$200,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)(B)). Notwithstanding the provisions of this paragraph, in determining benefit accruals in Plan Years beginning after December 31, 2001, the limit hereunder for determination periods beginning before January 1, 2002, shall be Two Hundred Thousand Dollars (\$200,000).

Annual earnings means Earnings during the Plan Year or such other consecutive twelve (12) month period over which Earnings are otherwise determined under the Plan (the determination period). The Cost of Living Adjustment for a calendar year applies to annual earnings for the determination period that begins with or within such a calendar year. If a short

Plan Year occurs, the annual earnings limit is an amount equal to the otherwise applicable annual earnings limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is twelve (12).

Section 2.27. **"Effective Date"** shall mean the original effective date of the Adopting Employer's GMEBS-administered defined benefit plan as specified in the Adoption Agreement.

Section 2.28. **"Eligible Employee"** shall mean any Employee who is designated as an Eligible Employee in the Adoption Agreement and who satisfies any eligibility conditions applicable to the class of Eligible Employees to which the Employee belongs.

Section 2.29. **"Eligible Regular Employee"** shall mean any Regular Employee who satisfies the minimum hour and other eligibility conditions applicable to Regular Employees in the Employer's Adoption Agreement.

Section 2.30. **"Employee"** shall mean any person who is regularly employed in the services of the Employer as an employee and shall include elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement. However, notwithstanding any other provision of the Plan to the contrary, the term "Employee" does not include: (a) an individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Employer which constitutes income from sources within the United States within the meaning of Code Section 861(a)(3); (b) a leased employee; or (c) any person treated in good faith by an Employer as an independent contractor, regardless of whether such person is later determined to be a common law employee for tax purposes.

Section 2.31. **"Employer"** shall mean an Employer as defined in O.C.G.A. § 47-5-2(9) (a copy of which is included in the Appendix hereto). No employer which is not

permitted to participate in a qualified governmental pension plan as defined in Code Section 401(a) and 414(d) shall be permitted to participate in this Plan.

Section 2.32. **"Enrollment Date"** shall mean the date that an Eligible Employee first becomes a Participant under this Plan.

Section 2.33. **"FMLA"** shall mean the Family and Medical Leave Act of 1993, as amended from time to time.

Section 2.34. **"Firefighter"** shall mean an Eligible Regular Employee of the Adopting Employer who is either certified as a firefighter pursuant to O.C.G.A. § 25-4-2(4) (a copy of which is included in the Appendix hereto) or who would otherwise be required to be certified as a firefighter but who is exempt pursuant to O.C.G.A. § 25-4-12 (a copy of which is included in the Appendix hereto).

Section 2.35. **"Final Average Earnings"** shall mean, unless otherwise elected in an Addendum to the Adoption Agreement, the arithmetic monthly average of the Earnings paid to a Participant by the Adopting Employer for a specified number of consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by twelve (12). In computing Final Average Earnings, Earnings shall include, if applicable and authorized by the Adopting Employer in an Addendum to the Adoption Agreement, severance payments made prior to, on or after the Participant's Termination Date. The number of months to be used in determining Final Average Earnings shall be designated by the Adopting Employer in the Adoption Agreement or an Addendum thereto. The Administrator shall prescribe a formula for the determination of Final Average Earnings. Calculation of Final Average Earnings shall be subject to the following:

(a) If a Participant terminates employment or is on an unpaid leave of absence and later returns to employment with the Employer, the period(s) prior to and following such absence from employment shall be considered consecutive.

(b) If a Participant has not completed the number of consecutive months of Credited Service necessary to compute Final Average Earnings under this Section as of the date of such Participant's most recent Termination preceding Retirement, then Final Average Earnings shall be determined by dividing total Earnings for the Participant's entire period of Credited Service by such Participant's total number of months of Credited Service and multiplying the quotient by twelve (12). In computing the number of months of Credited Service for this purpose, incomplete months of Credited Service shall be converted to fractional equivalents of months and included in the computation.

Section 2.36. "Governing Authority" shall mean the entity named in the Adoption Agreement which is authorized to act for the Adopting Employer.

Section 2.37. "In-Service Distribution" shall mean commencement of benefits to a Participant who has satisfied the requirements for Retirement prior to the Participant's Termination of Employment or continuation of benefits to a Retired Participant who returns to service without first completing a Bona Fide Separation from Service.

Section 2.38. "Ineligible Employee" shall mean an Employee of the Adopting Employer who is not an Eligible Employee.

Section 2.39. "Interest" shall mean a pro rata share of any and all interest, dividends, and capital gains or losses earned on the invested or reinvested funds of the GMEBS Investment Fund.

Section 2.40. **"Investment Fund"** or **"GMEBS Retirement Trust Fund"** shall mean the total amounts of all Contributions plus Interest, invested or uninvested, held by the Board of Trustees in the GMEBS Retirement Trust Fund for all GMEBS Employers and their Employees where applicable.

Section 2.41. **"Late Retirement Date"** shall mean the first day of the month coinciding with or next following the day the Participant qualifies for Late Retirement, as specified in Section 6.03, as of which the Participant actually retires. The Plan shall not provide for a maximum retirement age.

Section 2.42. **"Military Service"** shall mean, unless otherwise specified in the Adoption Agreement, service performed while on active duty in the Armed Forces of the United States if the Participant was granted an honorable discharge. Except as otherwise required by federal or state law, Military Service shall not include service which is credited toward retirement under any other local, state, or federal retirement or pension plan.

Section 2.43. **"Monthly Retirement Benefit"** shall mean the monthly benefit as provided in Article VI or any optional benefit payable in lieu thereof as provided in Article VII.

Section 2.44. **"Municipal Legal Officer"** shall mean, with respect to those Employers who elect to include municipal legal officers as Eligible Employees, only those municipal legal officers specifically designated in the Adoption Agreement for inclusion as Eligible Employees, provided that such officer otherwise meets the Basic Plan Document's definition of Employee.

Section 2.45. **"Normal Retirement Date"** or **"Alternative Normal Retirement Date"** shall mean the first day of the month coinciding with or next following the date the Participant qualifies for Normal Retirement as specified in the Employer's Adoption Agreement.

An Employer may also establish alternative Normal Retirement qualifications in the Adoption Agreement. In such case, the Participant's Alternative Normal Retirement Date shall mean the first day of the month coinciding with or next following the date the Participant meets the alternative Normal Retirement qualifications.

Section 2.46. **"Participant"** or **"Participating Employee"** shall mean any Eligible Employee who is or may become eligible to receive a benefit of any type from the Plan and who has commenced participation in the Plan under Article IV.

Section 2.47. **"Pension Committee"** shall mean the committee named in the Adoption Agreement to represent the Adopting Employer in the administration of the Plan.

Section 2.48. **"Plan"** shall mean the provisions of this Basic Plan Document, along with the Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), setting forth the Employees to be covered, the benefits to be provided, and the conditions of retirement, and all amendments thereto which may hereafter be made.

Section 2.49. **"Plan Representative"** shall mean the Plan Representative designated in the Employer's Adoption Agreement. The Plan Representative must have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

Section 2.50. **"Plan Year"** shall mean a twelve (12) consecutive month period specified as such in the Adoption Agreement.

Section 2.51. **"Police Officer"** shall mean an Eligible Regular Employee employed by the Adopting Employer's Police Department who is either certified or registered as a peace officer pursuant to O.C.G.A. § 35-8-2(8) (a copy of which is included in the Appendix hereto).

Section 2.52. **"Post-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a post-retirement survivor benefit in accordance with and subject to the provisions of Article VII and Section 8.12.

Section 2.53. **"Primary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on an Applicable Form, to receive a pre-retirement death benefit, in accordance with and subject to the provisions of Article VIII.

Section 2.54. **"Provider"** means the Georgia Municipal Association, Inc. who is the pre-approved plan provider sponsoring the Plan on behalf of GMEBS.

Section 2.55. **"Regular Employee"** shall mean any Employee, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, who is regularly employed in the services of the Adopting Employer.

Section 2.56. **"Resolution"** shall mean a resolution duly adopted by an Employer.

Section 2.57. **"Retired Participant"** shall mean any Participant who has Terminated Employment with the Employer and who is receiving a benefit provided under the Plan.

Section 2.58. **"Retirement"** or **"Retires"** shall mean withdrawal from Service with a retirement allowance granted under the provisions of the Plan.

Section 2.59. **"Retirement System," "System," or "GMEBS"** shall mean the Georgia Municipal Employees Benefit System created by O.C.G.A. Section 47-5-1 et seq. (a copy of which is included in the Appendix hereto).

Section 2.60. **"Secondary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a pre-retirement death benefit in the event the Primary Pre-Retirement Beneficiary does not survive the Participant, in accordance with and subject to the provisions of Article VIII.

Section 2.61. **"Section"** shall mean, when not preceded by the word Code or ERISA, a section of the Basic Plan Document.

Section 2.62. **"Spouse"** shall mean, notwithstanding any other provision in an Adopting Employer's Adoption Agreement or Addendum to the contrary, (i) effective on or after September 16, 2013, to the extent required by federal law, and (ii) effective on or after September 26, 2014, for all purposes, a person who, as of the date of the Participant's, Retired Participant's or Terminated Vested Participant's death, as applicable, is lawfully joined with the Participant or Terminated Vested Participant in a marriage which is recognized under the laws of any state or foreign jurisdiction, whether opposite-sex or same-sex and regardless of whether or not the spouse resides in the state or foreign jurisdiction in which such marriage occurred.

Section 2.63. **"Terminated Vested Participant"** shall mean any Participant who has Terminated Employment with the Adopting Employer and who has a Vested Benefit under any provision of the Adopting Employer's Plan but is not yet a Retired Participant.

Section 2.64. **"Termination," "Terminate Employment," "Termination of Employment," or "Terminated"** shall mean a severance of employment with the Employer, including Retirement, resignation or discharge, lapse of recall rights after layoff, death, or vacation of office by a Regular Employee, an elected or appointed member of the Governing Authority or a Municipal Legal Officer. Provided, however, that Termination shall not include: (i) absence from active employment which is not treated by the Adopting Employer as a Termination of Employment; (ii) absence due to military service to the extent required under USERRA and Code Section 414(u)(8)(A), (iii) absence due to leave which qualifies as family or medical leave under the FMLA, to the extent required under the FMLA; or (iv) absence due to an authorized leave of absence for any reason if approved by the Adopting Employer. Unless

otherwise required by law or unless the terms of the leave otherwise specify, if an Employee on an authorized leave of absence fails to return to active employment upon expiration of the leave of absence, the Employee will be considered terminated as of the date immediately preceding the approved leave period.

Section 2.65. **"Trust Fund"** mean the total amounts, invested or uninvested, held at any time by the Board in trust for the Employer under the GMEBS Trust Agreement, a separate document for the establishment and administration of the Trust Fund.

Section 2.66. **"Vested," "Vesting," "Vested Right," or "Vested Benefit"** shall mean the rights of a Terminated Vested Participant as specified in Article IX.

ARTICLE III.

SERVICE

Section 3.01. **"Current Credited Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer from the Participant's Enrollment Date to the Participant's Termination, which are credited as Current Credited Service for purposes of meeting the Plan's requirements for vesting, retirement and death benefit eligibility, and/or for purposes of computing the amount of benefits payable under the Plan, determined in accordance with and subject to any limitations established in the Basic Plan Document and the Employer's Adoption Agreement or Addendum. Current Credited Service shall include unused paid time off which the Employer elects to treat as Current Credited Service for a Terminated Vested Participant for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement; provided, however, that leave conversions will be permitted only if (i) the leave is for unused accrued paid time off for vacation and/or sick leave or for comparable paid-time-off under an established leave policy without regard to whether the leave is due to illness or incapacity, (ii) the leave policy qualifies as a bona fide sick

and/or vacation leave plan for purposes of Code Section 409A and Treasury Regulation § 1.409A-1(a)(5), (iii) the Plan provides for service credit for an Employee's unused paid time off, provided that the eligibility requirements for participation in the Plan do not permit an Employee to become a Participant only in the Plan Year in which the Employee terminates employment, (iv) the conversion is automatic, the employee has no right to request a cash payment for the leave, and no such payment is made, (v) the unused paid time off is converted to service credit under a formula specified in the Adoption Agreement and which satisfies the definitely determinable standard of Treasury Regulation § 1.401-1(b)(1)(i), (vi) the Adopting Employer's Plan otherwise provides for service credit unrelated to the conversion of any Employee's unused paid time off, and (vii) the Participant's annual benefit, as adjusted by the leave conversion, does not exceed the limit under Code Section 415(b).

Section 3.02. "USERRA Military Service Credit."

(a) USERRA Military Service Credit. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). Code Section 414(u) provides that: (i) individuals reemployed under the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") must be treated as not having incurred a break in Service because of qualified military service, (ii) periods of qualified military service must be counted for vesting and benefit accrual purposes, except that periods of qualified military service must not be counted for benefit accrual purposes where the individual would have been required to make Employee Contributions under the Adopting Employer's Plan if the individual had remained continuously employed by the Adopting Employer during said period of qualified military service and the individual fails to make-up said Employee Contributions as provided herein,

(iii) make-up of Employee Contributions up to the maximum the individual would have been required to make if continuously employed must be allowed, in one lump sum payment or in installments, during the period beginning on reemployment and lasting for the lesser of three (3) times the period of qualified military service or five (5) years, (iv) any Employer Contributions contingent on make-up Employee Contributions must be made by the Employer, if and to the extent the individual contributes make-up Employee Contributions as provided herein, (v) earnings are not required to be credited unless and until the Employee contributes make-up contributions, (vi) make-up Contributions are based on compensation the individual would have received during the period of qualified military service (if not reasonably certain, compensation for the 12 month period (or, if shorter, the period of employment) immediately preceding qualified military service can be used), and (vii) make-up Contributions are subject to the limitations of Code Sections 402(g), 415, and 404(a) for the year to which the contribution relates, not the year in which the contribution is made.

(b) Ordered Military Leave under Georgia Law. To the extent not provided under subsection (a), the Plan will grant Credited Service for a period of "ordered" military service in accordance with and subject to the requirements of O.C.G.A. § 38-2-279(f) (a copy of which is included in the Appendix hereto) to a Participant who was an Eligible Employee when such ordered military service commenced, if and to the extent that the Participant (or in case of the Participant's death during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate) makes up any required Employee Contributions as provided herein. To obtain Credited Service for the period of ordered military service, the Participant must make-up the required Employee Contributions in one lump sum payment or in installments during a period that begins upon commencement of

such ordered military service and ends no later than five (5) years after the period of military service ends. If the Participant dies during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate must make up the required Employee Contributions no later than one (1) year following proof of the Participant's death. The amount of Employee Contributions required to be made to receive Credited Service for a period of military service shall be determined in the same manner as provided under USERRA and HEART and subsection (a) above.

(c) Effective with respect to deaths occurring on or after January 1, 2007, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by Code Section 401(a)(37), survivors of the Participant are entitled to any additional benefits that the Plan would provide if the Participant had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Participant's death while employed. In any event, a deceased Participant's period of qualified military service must be counted for vesting purposes.

(d) Beginning January 1, 2009, to the extent required by Code Sections 3401(h) and 414(u)(2), an individual receiving differential wage payments (while the individual is performing qualified military service (as defined in chapter 43 of title 38, United States Code)) from an Employer shall be treated as employed by that Employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Code Section 415(c). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

(e) Effective with respect to deaths occurring on or after January 1, 2009, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United

States Code), to the extent permitted by Code Section 414(u)(8), for benefit accrual and vesting purposes, the Participant will be treated as having returned to employment on the day before the death and as having terminated on the date of death. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Section 3.03. **"Credited Past Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer prior to the Participant's Enrollment Date which are treated as Credited Past Service under the Employer's Adoption Agreement for purposes of meeting the Plan's requirements for participation, vesting, retirement and death benefit eligibility, and/or or for purposes of computing the amount of benefits payable under the Plan, subject to any limitations established in the Basic Plan Document, Adoption Agreement or Addendum.

Section 3.04. **"Prior Governmental Service"** shall mean government service preceding the Eligible Employee's employment or reemployment date with the Adopting Employer, usually for an entity other than the Adopting Employer, which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement

Section 3.05. **"Prior Military Service"** shall mean Military Service not covered by Section 3.02 which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement.

Section 3.06. **"Service"** shall mean regular service rendered as an Eligible Employee of the Adopting Employer. Service may include absence from active employment with the Adopting Employer under conditions which are not treated by the Employer as a Termination of Employment, subject to Article IV concerning leaves of absence and any other conditions or

limitations specified in the Basic Plan Document, Adoption Agreement or Addendum. For those Employers who elect in the Adoption Agreement to include elected or appointed members of the Governing Authority or Municipal Legal Officers as Eligible Employees, Service also means any tenure of office held by an elected or appointed member of the Governing Authority or a Municipal Legal Officer, provided that such tenure of office does not include any calendar period during which any elected or appointed member of the Governing Authority or Municipal Legal Officer is also in the regular service of the Employer as an Eligible Employee in another capacity. No Participant may receive credit for more than one (1) year of Service in any twelve (12) month period.

Section 3.07. "Total Credited Service" shall mean the sum of the Participant's Current Credited Service, Credited Past Service, Prior Military Service, and Prior Governmental Service, as specified in this Article and covered per the Employer's Adoption Agreement, subject to any limitations imposed under the Basic Plan Document or the Employer's Adoption Agreement or Addendum. The term Total Credited Service includes any Service required to be included in Total Credited Service by USERRA, or any other applicable federal or state law. Full months of Total Credited Service shall be treated as fractions of one (1) year. Partial months shall not be included in the calculation. The Employer may specify in the Adoption Agreement a maximum number of years that may be included as Total Credited Service. If an Employer elects in its Adoption Agreement to require Employee Contributions, Total Credited Service shall not include any period of time for which the Employee is required but fails to make such Employee Contributions to the Plan. If a Participant has received a cash single sum payment of the present value of the Participant's Plan benefit pursuant to Section 7.05 of the Basic Plan Document upon or following termination with an Adopting Employer and

subsequently returns to Service with such Adopting Employer, the Participant's prior Credited Service with the Adopting Employer for which the cash single sum payment was paid shall be counted for purposes of meeting the Plan's requirements for participation, vesting, and retirement and death benefit eligibility but shall not be counted as Credited Service for purposes of benefit computation.

An Employee excluded from participation because of age shall receive credit for all Service as required by law.

ARTICLE IV.

ELIGIBILITY, QUALIFICATION AND PARTICIPATION

Section 4.01. Classes of Eligible Employees. The Employer shall designate in the Adoption Agreement the class(es) of Employees which are eligible to participate in the Plan. Provided, however, that if a person does not meet the definition of "Employee" contained in Article II, such person may not be included in any Eligible Employee class.

Section 4.02. Qualifications for Participation.

(a) **Minimum Service Requirement.** With respect to each class of Eligible Regular Employees, the Employer may specify in the Adoption Agreement a minimum number of work hours per week and/or a minimum number of work months per year which are required to be scheduled in order to establish and maintain the Employee's status as an Eligible Regular Employee. It shall be the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied. In determining whether said requirements are satisfied, the following rules shall apply:

(1) If an Employee is otherwise includable in an Eligible Regular Employee class but does not meet the minimum service requirements established by the Employer for said class pursuant to subsection (a) above, the Employee shall not be considered an

Eligible Employee, unless and until such requirements are satisfied. If an Eligible Regular Employee who has not yet become a Participant no longer meets said minimum service requirement but remains an Employee of the Employer, such Employee shall no longer be considered an Eligible Regular Employee, unless and until the Employee again satisfies the minimum requirement.

(2) No period of employment during which an Employee fails to satisfy the Employer's minimum service requirement and no leave of absence granted to such Employee shall be counted in determining whether any waiting period for participation established by the Employer pursuant to subsection (b) below has been satisfied. However, provided the Employee remains continuously employed by the Employer, such periods shall not be considered a break in Service under subsection (c)(1) below for purposes of satisfying said waiting period.

(b) Waiting Period. Effective January 1, 2015 with respect to Eligible Regular Employees in service with the Adopting Employer on or after said date, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, effective January 1, 2015, 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. Notwithstanding subsection 20.01(f) of the Basic Plan Document, in the event that an Adopting Employer has specified in an Addendum to the Adoption Agreement in effect immediately prior to January 1, 2015 that any class or classes of Eligible Employees shall be subject to a waiting period before participating in the Plan, such provision shall no longer be effective on or after January 1, 2015.

(c) Prior to January 1, 2015, unless otherwise specified by the Adopting Employer in an Addendum to the Adoption Agreement, Eligible Regular Employees were required to complete one (1) year of continuous, uninterrupted service with the Adopting Employer in order to commence participation in the Plan. In determining whether an applicable waiting period was satisfied, the following rules shall apply:

(1) Breaks in Service. If an Eligible Regular Employee has a break in service prior to satisfying the waiting period for participation and later becomes reemployed by the Adopting Employer, such Employee shall be required to again satisfy the waiting period in order to be eligible to participate in the Plan. Service rendered prior to said break in service shall not be taken into account in determining whether the waiting period has been satisfied.

(2) Employed on Effective Date; Waiting Period Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan and has completed a period of continuous, uninterrupted service as an Eligible Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be considered to have satisfied the waiting period and shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the Effective Date of the Plan.

(3) Employed on Effective Date; Waiting Period Not Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan but has not completed a period of continuous, uninterrupted service as an Eligible Regular Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be eligible to commence

participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(4) Employed After the Effective Date. If an Eligible Regular Employee is initially employed by the Adopting Employer after the Effective Date of the Plan, said Employee shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(5) Treatment of Leaves of Absence. For purposes of determining whether the waiting period for participation has been satisfied, service shall include any period of absence from employment which is required to be taken into account for such purpose under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to an Eligible Regular Employee by the Adopting Employer shall be counted as Credited Service for purposes of determining whether the waiting period for participation has been satisfied. However, unless otherwise required by law or unless the terms of the leave otherwise specify, if an Eligible Regular Employee on an authorized leave of absence fails to return to active employment or office upon expiration of the leave of absence, the Eligible Regular Employee shall be considered to have incurred a break in service for purposes of meeting the waiting period for participation as of the date preceding the approved leave period.

(6) Treatment of Service as an Ineligible Employee. If an Employee of the Adopting Employer who is not an Eligible Employee becomes an Eligible Regular Employee while remaining continuously employed by the Adopting Employer, said Eligible Employee shall become eligible to commence participation on the first day of the month immediately following or coinciding with the date the Employee meets the eligibility requirements for participation under this Article. For purposes of satisfying any waiting period imposed by the Adopting Employer, and unless otherwise specified in the Adoption Agreement, the Eligible Regular Employee's prior period of employment as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee provided that during said prior period of service as an Ineligible Employee, the Employee satisfied any minimum service requirement established by the Employer pursuant to Section 4.02(a). Unless otherwise specified in the Adoption Agreement, if an Eligible Regular Employee becomes an Ineligible Employee prior to satisfying the waiting period for participation in the Plan, said Employee's service as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee for purposes of satisfying said waiting period, provided that the Ineligible Employee satisfies the applicable minimum service requirements established for Eligible Employees pursuant to Section 4.02(a). However, in no event will an Ineligible Employee be permitted to become a Participant in the Plan unless and until said Employee has satisfied the waiting period and has again become an Eligible Employee. For purposes of satisfying the waiting period, leaves of absence granted to an Ineligible Employee shall be treated in the same manner as leaves of absence for Eligible Regular Employees under paragraph (5) above.

(7) Prior Participation in Another GMEBS Plan. An Eligible Regular Employee who is hired after the Effective Date of the Plan shall be eligible to become a Participant on the first day of the month immediately following or coinciding with the date on which the Employee is employed by the Adopting Employer, regardless of any waiting period requirement established by the Employer, provided that: (i) said Employee's immediate prior employment was with another Adopting Employer in the GMEBS; (ii) said Employee was a Participant in the previous Adopting Employer's GMEBS retirement plan; and (iii) said Employee satisfies any minimum service requirement established by the Adopting Employer pursuant to Section 4.02(a) for the Employee's class.

Section 4.03. Establishing Participation in the Plan.

(a) Mandatory vs. Optional Participation. Participation in the Plan shall be considered mandatory for all classes of Eligible Employees unless, with respect to a particular class, the Employer specifies in the Adoption Agreement that participation is optional for members of said class.

(b) Mandatory Participation. If participation is mandatory for a class of Eligible Employees, then, except as otherwise provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan as of the date they are employed, provided that they satisfy the Adopting Employer's eligibility requirements for participation. With respect to Eligible Employees initially employed or reemployed prior to January 1, 2015, if participation is mandatory for a class of Eligible Employees, then except as provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan on the first day of the month immediately following or coinciding with the date they satisfy the applicable waiting

period and any other eligibility requirements for participation; provided, however, that any Eligible Employee who was employed prior to January 1, 2015, was subject to a waiting period before participating in the Plan, and had not satisfied such waiting period prior to January 1, 2015 shall commence participation in the Plan effective January 1, 2015. Eligible Employees shall provide to the Pension Committee on an Applicable Form such participation enrollment information as shall be required by the Pension Committee, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. Notwithstanding an Eligible Employee's failure to complete the Applicable Form, the Eligible Employee shall become a Participant as specified in the Adoption Agreement.

(c) Optional Participation. The Employer may specify in the Adoption Agreement that participation is optional for certain classes of Eligible Employees, including but not limited to Employees in the following categories: elected or appointed members of the Governing Authority, Municipal Legal Officers, City Manager, and Department Heads. If participation is optional for an Eligible Employee, then the Eligible Employee may elect to become a Participant at the Eligible Employee's option by filing with the Pension Committee, on an Applicable Form, such information as shall be required to enroll in the Plan, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. The election to participate must be made within 120 days after the later of: the date the Eligible Employee commences employment with the Adopting Employer, the date the Eligible Employee is elected or appointed to office, or the date participation in the Plan is first permitted for members of a class to which the Eligible Employee belongs. The election to participate shall be irrevocable, and the failure to make an election within the 120-day time limit specified above shall be deemed an irrevocable election not to participate in the Plan. If Employee contributions are required under the

Adopting Employer's Plan, then Eligible Employees who apply for participation within the 120 day period may be required to make retroactive contributions in order to receive credit under the Plan for creditable Service prior the date they apply to participate in the Plan.

(d) Participation in the Plan shall not give any Eligible Employee the right to be retained in the employ of the Adopting Employer nor, upon dismissal, to have any right or interest in the Trust Fund other than as herein provided.

(e) Notwithstanding anything in this Section 4.03 to the contrary, if within 120 days following the date on which an Employee is first employed or first takes office with an Adopting Employer, the Employee enters into a written agreement or employment contract with the Adopting Employer pursuant to which the Employee agrees that the Employee will not participate in the Plan, the Employee shall be ineligible to participate in the Plan regardless of whether the Employee otherwise satisfies the eligibility requirements for participation in the Plan. The Employer shall notify the Administrator if and when an Employee has entered into such an agreement with the Employer and provide such information to the Administrator as necessary to confirm the existence of said agreement. A subsequent change in the terms of said agreement will not make the Employee eligible to participate in the Plan unless the Adopting Employer amends its Adoption Agreement to specifically require participation by said Employee.

Section 4.04. Change in Employment Status.

(a) Transfer to Ineligible Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee, said Employee shall cease to accrue benefits under the Plan for any purpose and the Employee's interest under the Plan, if any, shall be only such as existed immediately before the Employee became an Ineligible Employee, unless and until the

Employee again becomes a Participant. In no event will the Employee's service or earnings as an Ineligible Employee be taken into account for purposes of meeting the Plan's minimum service requirements for vesting, retirement eligibility, death benefit eligibility, or for purposes of computing the amount of any benefit payable under the Plan. However, said period of service as an Ineligible Employee shall not be considered a break in Service under Section 4.06, provided the Ineligible Employee remains continuously employed by the Adopting Employer. If the Ineligible Employee does not again become a Participant prior to Retirement or Termination of Employment, the Employee's Vested Benefit, if any, shall be paid as provided in Article IX.

(b) Transfer Back to Eligible Status. If an Ineligible Employee described in subsection (a) above remains continuously employed by the Adopting Employer and has another change in employment status such that the Employee again becomes a Participant, the Employee shall thereafter be entitled to accrue benefits in accordance with the terms of the Plan as in effect as of the date of the subsequent change in employment status. In no event, however, shall such a Participant receive a greater benefit under the Plan than that which the Participant would have received had the Participant not had a change in employment status.

Section 4.05. Participant Leaves of Absence.

(a) USERRA, FMLA Leave – Notwithstanding any provision of this Plan to the contrary, if any period of absence is required to be counted under USERRA, the FMLA or any other applicable federal or state law as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, or for purposes of meeting the Plan's minimum service requirements for vesting, retirement or death benefit eligibility, then said period of absence shall be counted as such in accordance with and subject to the requirements of such law.

(b) Other Leaves of Absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to a Participant by the Adopting Employer will be counted as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and benefit eligibility. However, if the Participant does not return to active employment upon expiration of the authorized leave period, then subsection (c) shall apply.

(c) Failure to Return to Service. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment with the Employer upon expiration of a leave of absence, the Participant's interest under the Plan, if any, including the Participant's Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and any minimum service requirements for retirement or death benefit eligibility, will be limited to that accrued as of the date preceding the approved leave period.

(d) Unused Leave. The Adopting Employer may elect in the Adoption Agreement to credit certain unused leave at termination or retirement for which the Participant is not paid as Credited Service, subject to the terms and limits specified in the Basic Plan Document, Adoption Agreement or Addendum.

Section 4.06. Non-Vested Participant Breaks in Service.

Except as otherwise provided in the Adoption Agreement, this Section shall apply only to Participants who are Eligible Regular Employees. If a non-vested Participant experiences a break in service, the Participant's Current Credited Service shall not include any Service rendered

prior to the break in service, unless the Participant returns to employment with the Adopting Employer and performs the lesser of: service equal to the break in service, or service equal to one (1) year. The following limitations shall apply in administering the break in service rule:

(a) Absence of Less Than One (1) Year. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer within one (1) year after said termination, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(b) Interim Employment with Another GMEBS Employer. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer after having spent the interim period in the continuous employment of another Employer in the GMEBS, the Participant shall not be deemed to have incurred a break in Service. The time the Participant was absent may be taken into account for purposes of determining whether the Participant has met the minimum service requirements for vesting and retirement eligibility under the Adopting Employer's Plan, as provided by and subject to the provisions of Section 9.05 concerning portability. However, in no event shall the time the Participant was absent from the Adopting Employer be taken into account for the purpose of computing the amount of any benefit payable under the Adopting Employer's Plan.

(c) Treatment of Leaves of Absence. No leave of absence or other period of absence from employment shall be considered a break in Service if it is not permitted to be treated as such under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, any other authorized leave of absence granted to a Participant shall not be deemed a break in Service, provided the Participant

was regularly employed by the Employer immediately prior to the Participant's leave of absence and the Participant is reemployed by the Employer upon expiration of the leave of absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment upon expiration of the approved leave period, the Participant will be considered to have incurred a break in Service under this Section as of the date immediately preceding the approved leave period.

(d) Transfer to Ineligible Employee Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee pursuant to Section 4.04, the period of time spent as an Ineligible Employee shall not be considered a break in Service under this Section, provided the Participant remains employed by the Adopting Employer. Unless otherwise specified by the Adopting Employer, leaves of absence granted to an Ineligible Employee will not be considered a break in Service under this Section, provided the Ineligible Employee returns to active employment with the Employer upon expiration of the approved leave period and the requirements of subsection (c) are otherwise satisfied with respect to such leave of absence.

(e) Graduated Vesting. If the Adopting Employer has established a graduated vesting schedule in the Adoption Agreement, and a Participant who is partially vested Terminates Employment with the Adopting Employer and subsequently returns to employment with the Adopting Employer, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(f) Repeated Breaks in Service. If a non-vested Participant has a break in Service, returns to employment with the Adopting Employer, and experiences one or more additional

breaks in Service prior to satisfying the one (1) year Service requirement necessary to work off the initial break, then the Participant's Current Credited Service shall not include any Service rendered prior to the most recent break in Service, unless upon the Participant's return to employment with the Employer following the most recent break in Service the Participant performs Service for a period of at least one (1) year.

ARTICLE V.

RETIREMENT ELIGIBILITY

(a) The Retirement prerequisites of a Participant under this Plan are contingent upon the type of Retirement offered by the Employer in the Adoption Agreement and selected by the Participant: that is, Normal Retirement, Alternative Normal Retirement, Early Retirement, Late Retirement, or Disability Retirement, as applicable. The provision of an Alternative Normal Retirement benefit or the designation of an Alternative Normal Retirement Date in the Adoption Agreement shall not be construed to establish an Alternative Normal Retirement Age or Alternative Normal Retirement Date for purposes of the definition of Accrued Benefit under Section 2.01, for purposes of computing death benefits under Article VIII, or for purposes of applying the actuarial equivalent conversion provisions of Article XII. The minimum age and service requirements and other prerequisites associated with each type of Retirement for each class of Eligible Employees shall be as specified in the pertinent sections of the Adoption Agreement. Except as otherwise provided in the Basic Plan Document, Adoption Agreement or Addendum with respect to In-Service Distributions for those who remain in service after they qualify for Normal Retirement or Alternative Normal Retirement, receipt of Retirement benefits shall also be contingent upon Termination of Employment.

(b) Provided a Participant is otherwise eligible to receive a Retirement benefit under the Plan, Retirement is contingent upon the satisfactory completion of the Applicable Form provided for such purpose and the acceptance of the Applicable Form by the Pension Committee.

(c) Retirement applications shall be prepared and submitted at such time as to reach the office of GMEBS no earlier than ninety (90) days and no later than thirty (30) days prior to a Participant's effective Retirement Date. A Participant's effective Retirement date shall be the first day of the month coinciding with or following the date the Participant has satisfied all of the prerequisites for Retirement as specified in this Article V, and actually Retires.

ARTICLE VI.

RETIREMENT BENEFITS

Section 6.01. Normal Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), shall receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the Participant's lifetime. Normal Retirement benefits (not including Alternative Normal Retirement benefits or the In-Service Distribution of Normal or Alternative Normal Retirement benefits) shall be paid retroactively to the first day of the month following the month in which the Participant's Termination occurs (or, if the Participant's Termination occurs on the first of the month, the first day of the month in which the Participant's Termination occurs) or if later, the first day of the month in which the Participant's Normal Retirement Date occurs. The amount of the Monthly Retirement Benefit shall be determined based upon the applicable benefit formula specified in the Adoption Agreement and in effect at the Participant's Termination. If the Participant elects a form of benefit payment other than the standard form, the

amount of the Monthly Retirement Benefit will be adjusted in accordance with and subject to the terms of the option elected (see Section 7.01).

(b) No interest shall be paid on the retroactive payment of Normal Retirement benefits.

Section 6.02. Early Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Early Retirement Date and before the Participant's Normal Retirement Date or Alternative Normal Retirement Date, may receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant. The amount of such Monthly Retirement Benefit shall be computed in the same manner as for a Normal Retirement benefit, but reduced on an Actuarially Equivalent basis in accordance with the actuarial table contained in Section 12.01. An Adopting Employer may adopt in the Adoption Agreement an alternative early retirement actuarial reduction table for one or more classes of Eligible Employees, provided the adoption of such table satisfies the requirements of Code Section 401(a)(25).

(b) Provided the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who is otherwise eligible for an Early Retirement benefit may apply for and receive an Early Retirement benefit (i) while a Disability Retirement benefit determination is pending, or (ii) while waiting for an approved Disability Retirement benefit to commence. Upon a determination that the Participant is entitled to receive a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit (if greater), retroactive to the Disability Retirement Date, provided that the requirements of Section

6.04(b) relating to making application for retroactive payments of Disability Retirement benefits are met. If said requirements are not met but the Participant otherwise qualifies for a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit as of the first day of the month coinciding with or following the date that the Participant submits documentation sufficient to confirm the Participant's eligibility for a Disability Retirement benefit, as described in Section 6.04(c). However, no change in the form of benefit payment or designation of the Post-Retirement Beneficiary may be made, and no Post-Retirement Beneficiary may be named if one had not been previously named.

(c) Early Retirement benefits shall be paid retroactively to a date (first day of the month) designated on the Participant's retirement application, provided that such date may be no earlier than the later of: 1) four (4) full calendar months prior to the date of the Pension Committee Secretary's execution of the Participant's retirement application; or 2) the Participant's Early Retirement Date. No interest shall be paid on the retroactive payment of Early Retirement benefits.

Section 6.03. Late Retirement Benefit.

(a) A Participant may Retire from the active Service of the Adopting Employer on the first day of any month after the Participant's Normal Retirement Date, in which case the Participant shall receive a Late Retirement benefit. For purposes of this provision and except as otherwise provided in an Employer's Adoption Agreement or Addendum, a Participant will be treated as having Retired from the active service of the Adopting Employer if the Participant submits a GMEBS retirement application no later than thirty-one (31) days after the Participant's Termination of Employment and said application is approved by GMEBS. The Late Retirement benefit shall be calculated in the same manner as the Normal Retirement benefit. However, the

Employer may elect in the Adoption Agreement or Addendum thereto to provide for an increased Late Retirement benefit, in which case the Late Retirement Benefit shall be calculated in the same manner as the Normal Retirement Benefit, but increased as provided in the Adoption Agreement or Addendum, as applicable.

Section 6.04. Disability Benefit.

(a) Where the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who becomes Disabled and Terminates Employment due to Disability and is otherwise entitled to receive a Disability Retirement benefit, shall receive such benefit in accordance with and subject to the requirements of this Section.

(b) Requirements for Payment as of Disability Retirement Date - Disability Retirement benefit payments shall be payable during a Participant's Disability as of the first day of the month coinciding with or next following, and may be paid retroactively to, the Participant's Disability Retirement Date, provided the following requirements are satisfied:

(1) Application for Disability Award Must Be Filed Within 1 Year After Termination — No later than one (1) year after the Participant's Termination of Employment due to Disability, the Participant must file an application for a federal Social Security Administration (SSA) disability award or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee; and

(2) GMEBS Retirement Application Form and Disability Award Must Be Submitted Within 1 Year of Termination, or if Later, Within 6 Months After Date of Disability Award; Proof of Application for Disability Award Before Expiration of 1 Year Following Termination Due to Disability — The Participant must submit the following to the Pension Committee Secretary within one (1) year after the Participant's Termination

of Employment due to Disability or within six (6) months after the date of such award or determination, whichever is later:

- (i) the Participant's GMEBS Retirement Application Form;
- (ii) the SSA Disability Award (or, if applicable under Section 2.23, the Pension Committee determination of Disability) reflecting a disability onset date on or before the Participant's Termination date; and
- (iii) documentation the Administrator deems sufficient to establish that the Participant filed an application for a federal SSA disability award (or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee) before the expiration of one (1) year following Termination of employment due to Disability. Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(3) Special Rule in Case of Disability Award on Subsequent SSA Disability Application - In the event that a Participant's application for a SSA disability award is denied, the Participant must make any subsequent application for a SSA disability award within six (6) months following such denial becoming final, must allege in the subsequent SSA application a disability onset date that is on or before the Participant's Termination date, and where the Participant is subsequently granted a SSA disability award, the Participant must submit the following to the Pension Committee Secretary

within six (6) months after the date of such favorable award, or if later, one (1) year after the Participant's Termination of Employment:

(i) a GMEBS retirement application form;

(ii) the Participant's SSA disability award reflecting a disability onset date on or before the Participant's Termination date or reflecting a disability onset date that immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) but the Participant's actual Disability onset date was on or before the Participant's Termination date as provided under Section 2.23; and

(iii) documentation the Administrator deems sufficient to establish that within six (6) months after the SSA's denial of the Participant's initial application for a disability award, the Participant filed a subsequent application for a SSA disability award in accordance with this subsection 6.04(b)(3). Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(c) Prospective Payment Following Retirement Application — If the Participant who has Terminated Employment due to Disability is otherwise eligible to receive a Disability Retirement benefit and except as otherwise permitted under subsection 6.04(b) above with respect to payment of Disability Retirement benefits retroactive to the Participant's Disability Retirement Date, Disability Retirement benefits shall be payable as of the first day of the month

following or coinciding with the date of acceptance of the Participant's completed GMEBS retirement application form by the Pension Committee, provided such application includes: (1) a Social Security Administration (SSA) disability award reflecting a disability onset date on or before the Participant's Termination date; or (2) if applicable under Section 2.23, a Pension Committee determination of Disability reflecting a Disability onset date on or before the Participant's Termination date; or (3) where the Participant has received a SSA disability award in response to a subsequent SSA disability application as provided under Section 2.23, documentation which the Administrator deems sufficient to establish that the disability onset date reflected in the SSA disability award immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) and that the Participant's actual Disability onset date was on or before the Participant's Termination date. In no event shall Disability Retirement benefits be payable before the Participant's Disability Retirement Date.

(d) Amount of Disability Retirement Benefit - The amount of the monthly Disability Retirement benefit shall be determined as provided in the Adoption Agreement. The Adopting Employer may elect in the Adoption Agreement to specify another method for calculation of the benefit, and require an offset against the monthly Disability Retirement benefit for other types of payments received by the Participant. The Participant shall receive the monthly Disability Retirement benefit provided in this Section, or any other Monthly Retirement Benefit granted under the Plan for which the Participant is eligible if such benefit is greater than the aforesaid monthly Disability Retirement benefit. However, under no circumstances shall any Retired Participant be entitled at one time to more than one type of Retirement benefit granted under the Plan.

(e) No interest shall be paid on the retroactive payment of Disability benefits.

(f) Where an Employer has executed or executes a General Addendum to the Employer's Adoption Agreement which contains provisions on payment of Disability Retirement benefits that conflict with the procedures or time limitations established in this Section 6.04, said provisions of the General Addendum shall govern to the extent they conflict with this Section 6.04.

Section 6.05. Cost of Living Adjustment.

(a) An Employer may elect in the Adoption Agreement to provide for a variable annual cost-of-living adjustment in the amount of Monthly Retirement Benefits payable under the Plan to Participants or their Beneficiaries. In such event, the amount of benefits payable under the Plan shall be adjusted as provided in this Section, except as otherwise provided in the Employer's Adoption Agreement.

(b) The Current Average Cost-of-Living Index Figure as defined in Section 2.21 shall be ascertained as of the Adopting Employer's Adjustment Date in each year.

(c) Each Monthly Retirement Benefit then being received by Participants who terminate after the date specified in the Adoption Agreement and their Beneficiaries shall thereupon be adjusted as follows:

(1) Each Monthly Retirement Benefit shall be increased by the percentage that the Current Average Cost-of-Living Index Figure increased over each recipient's Cost-of-Living Base Figure, as defined in Section 2.17. If the Current Average Cost-of-Living Index Figure is less than the Cost-of-Living Base Figure, no reduction in the Monthly Retirement Benefit, shall be effected. Increased benefits are payable on the Adjustment Date.

(2) Notwithstanding the foregoing provisions, no increase in the amount of a Monthly Retirement Benefit due to changes in the Current Average Cost-of-Living Index Figure effective at any annual Adjustment Date shall be in excess of a certain percentage of the amount of the Monthly Retirement Benefit payable immediately prior to each Participant's or Beneficiary's applicable adjustment date. Said percentage limit shall be designated by the Employer in the Adoption Agreement.

(d) An Adopting Employer may implement one-time or ad-hoc cost-of-living adjustments by adopting an Addendum to the Adoption Agreement to effect said increase.

(e) In lieu of the variable cost-of-living adjustment referred to in subsections (a)-(c) above, the Employer may elect in the Adoption Agreement to provide for a fixed annual cost-of-living adjustment, subject to any limitations imposed by the Internal Revenue Code or regulations issued thereunder.

Section 6.06. In-Service Distribution; Suspension of Benefits Following Return to Service.

(a) **General Rules.**

(1) Unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, a Participant shall be required to Terminate Employment with an Adopting Employer prior to commencing Early, Normal or Alternative Normal Retirement benefits under such Employer's GMEBS Plan. Likewise, unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, if a Retired Participant returns to service as an Eligible Employee with an Adopting Employer from whose Trust Fund the Retired Participant is receiving a Monthly

Retirement Benefit, said Monthly Retirement Benefit shall be suspended as of the date of said return to service.

(2) Re-Computation of Benefit in Case of Suspension. In any case where the payment of a Participant's Retirement benefit shall have been suspended, the Retirement benefit payable on the Participant's re-retirement (whether before or after the Participant's Normal Retirement Date) shall be the benefit computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of the Participant's subsequent re-retirement, but reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the Participant's previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's Re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's return to service with the Adopting Employer. A Retired Participant who is reemployed as an Eligible Employee shall not be authorized to change the form of benefit payment on the Participant's subsequent re-retirement, or to change the Post-Retirement Beneficiary, or to name a Post-Retirement Beneficiary if one had not been previously named. For the purposes of this Section, any such Participant's Credited Service subsequent to reemployment by the Employer as an Eligible Employee shall commence as of the date of the Participant's reemployment as an Eligible Employee.

(3) Minimum Age Parameters for In-Service Distribution. In order to commence or continue receiving Normal or Alternative Normal Retirement benefits without a Bona Fide Separation from Service, if permitted under the Employer's Plan, a Participant shall be required to satisfy the following minimum age and other requirements:

(A) For a Participant who is not a "public safety employee" at the time the Participant applies for Normal or Alternative Normal Retirement benefits (and a Participant who is a public safety employee at the time the Participant applies for Normal or Alternative Normal Retirement benefits unless subparagraph 6.06(a)(3)(B) below applies), the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution.

(B) For a Participant who is a "public safety employee" in the service of the Employer at the time the Participant applies for Normal or Alternative Normal Retirement benefits, the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution; provided, however, that if the Adopting Employer's Plan provides for a Normal Retirement Age or Alternative Normal Retirement Age which applies only to public safety employees and which is at least age fifty (50) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement), the Participant may receive an In-Service Distribution as long as the Participant is at least such age. For purposes of this subparagraph (B),

"public safety employees" are employees of the Adopting Employer who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of the Adopting Employer.

(C) Notwithstanding any provision to the contrary, effective for Employees hired during Plan Years beginning on or after the later of: January 1, 2017; or the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the Plan will comply with the final Normal Retirement age regulations applicable to governmental plans established in Treas. Reg. 1.401(a) – 1, as amended.

(b) Exception to General Rule; In-Service Distribution for Eligible Employees; Continuation of Retirement Benefits Following Return to Service as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Absent Termination or Bona Fide Separation from Service Upon Qualifying for Normal Retirement. Notwithstanding the general rules described in subsection 6.06(a)(1), an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit In-Service Distribution to Participants (or certain classes of Participants) who have satisfied the eligibility requirements for Normal Retirement or Alternative Normal Retirement, as applicable, under the Adopting Employer's Plan while remaining Eligible Employees under the Plan, in accordance with and subject to the requirements of this paragraph. An Employer may elect in the Adoption Agreement or any Addendum thereto to permit Participants or certain classes of Participants who have (i) satisfied the qualifications for Normal Retirement or

Alternative Normal Retirement, as applicable, (ii) satisfied the minimum age parameters set forth in subparagraph 6.06(a)(3), and (iii) applied for such Retirement benefits on the Applicable Form to apply for and begin receiving their Retirement benefit as an In-Service Distribution while in service as an Eligible Employee even though they have not yet Terminated Employment with the Employer or to continue receiving Normal or Alternative Normal Retirement benefits following a return to Service as an Eligible Employee without first incurring a Bona Fide Separation from Service.

(2) Exception to General Rule; Continuing to Draw Early, Normal or Alternative Normal Retirement Benefits After Returning to Service as Eligible Employee Following a Bona Fide Separation from Service. Notwithstanding the requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any addendum thereto to permit Retired Participants or certain classes of Retired Participants who return to service as Eligible Employees following a Bona Fide Separation from Service to continue receiving Early, Normal or Alternative Normal Retirement benefits following such return to service, regardless of the Participant's age, in accordance with and subject to the following requirements:

(A) Reemployment as Eligible Employee after Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants to continue receiving Retirement benefits if they return to service with the Adopting Employer as an Eligible Employee on or after their Normal Retirement Date or

Alternative Normal Retirement Date, as applicable, and after a Bona Fide Separation from Service. If the Employer has made such an election in the Adoption Agreement or Addendum, then Retired Participants who are designated in the Adoption Agreement or Addendum as eligible to continue receiving Retirement benefits following their return to service as an Eligible Employee may continue to receive their Monthly Retirement Benefit if they return to service with the Adopting Employer as an Eligible Employee after a Bona Fide Separation from Service and on or after their Normal Retirement Date or Alternative Normal Retirement Date, as applicable.

(B) Reemployment as Eligible Employee Before Normal Retirement Date.

(i) Suspension of Early Retirement Benefits until Normal Retirement Date; Resumption of Benefits upon Attainment of Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to provide that, with respect to Retired Participants or certain classes of Retired Participants, if such a Retired Participant returns to Service as an Eligible Employee before the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), and after a Bona Fide Separation from Service, and remains employed until the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), the Participant may apply for and receive a Monthly Retirement Benefit on or after the Normal Retirement

Date (or Alternative Normal Retirement Date, as applicable), notwithstanding continued service with the Employer, provided that the Participant satisfies the minimum age parameters for an In-Service Distribution pursuant to Section 6.06(a)(3). Said Monthly Retirement Benefit shall be computed in accordance with this Article, based upon the Participant's Total Credited Service and Final Average Earnings, if applicable, through the date the Participant recommences receipt of a Monthly Retirement Benefit pursuant to this subsection. However, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, said Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefit payments received, determined as of the date the Participant recommences receipt of a Monthly Retirement Benefit, and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting Monthly Retirement Benefit be less than the Participant's benefit payable immediately prior to said suspension.

(ii) Exception to General Rule; Continuation of Early Retirement Benefits Upon Return to Service as Eligible Employee Following Bona Fide Separation from Service. Notwithstanding the

requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants who are receiving an Early Retirement benefit to continue receiving said benefit if they return to Service with the Employer after a Bona Fide Separation from Service as an Eligible Employee at any time on or after their Early Retirement Date but before their Normal Retirement Date (or Alternative Normal Retirement Date, as applicable). If the Employer has made such an election, and if a Retired Participant belongs to a class for which such continuation of benefit payments is permitted, then upon the Retired Participant's return to service with the Employer as an Eligible Employee after the Early Retirement Date and after a Bona Fide Separation from Service (or at least a six-month separation from Service, as applicable), the Retired Participant may continue to receive a Monthly Retirement Benefit during the period of reemployment.

(3) A Participant who receives an In-Service Distribution of Retirement benefits while serving as an Eligible Employee or who receives Retirement Benefits following a return to service as an Eligible Employee shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent termination of employment, or to name a Post-Retirement Beneficiary if one had not been previously named.

(4) With respect to Participants described in Section 6.06(b)(1) and (2) above, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon said Participants' subsequent termination of employment or vacation of office, as applicable, their Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of their aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such termination of employment or vacation of office, but it shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(c) Exception to General Rule; In-Service Distribution for Individuals Who Are Not Eligible Employees; Continuation of Retirement Benefits Following Return to Service in a Capacity Other Than as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Prior to Termination. Notwithstanding the general rule in Section 6.06(a)(1) and except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, regardless of whether an Employer elects to permit active Participants to receive In-Service Distributions while serving as Eligible Employees under the Plan pursuant to paragraph 6.06(b)(1) above, an individual who is in service with the Adopting Employer, who previously accrued a benefit as an Eligible Employee under the Plan but who is not currently an Eligible Employee under the Plan,

may commence receipt of Retirement benefits while still in service with the Adopting Employer provided that such individual (i) has satisfied the Adopting Employer's qualifications for Early Retirement, Normal Retirement or Alternative Normal Retirement; (ii) has satisfied the minimum age and other applicable requirements established in subparagraph 6.06(a)(3) above; and (iii) applies for such Retirement benefit on the Applicable Form.

(2) Continued Receipt of Retirement Benefits Upon Return to Service in a Capacity Other Than as an Eligible Employee. Except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, an Adopting Employer may engage any Retired Participant receiving benefits hereunder in a capacity other than as an Eligible Employee and such engagement shall not terminate or suspend such benefits. Effective with respect to Retired Participants who return to service in a capacity other than as an Eligible Employee, in order to continue receiving benefits after returning to service, the Retired Participant (i) must have had a Bona Fide Separation from Service prior to returning to service in a capacity other than as an Eligible Employee under the Plan; or (ii) must satisfy the minimum age parameters established in subparagraph 6.06(a)(3) above.

(3) An individual who receives Retirement benefits while in the service of the Adopting Employer pursuant to paragraphs 6.06(c)(1) and (2) above shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent Termination of Employment, or to name a Post-Retirement Beneficiary if one had not been previously named. An individual who commences or continues receiving benefits while in the service of the Adopting

Employer in a capacity other than as an Eligible Employee pursuant to paragraph 6.06(c)(1) or 6.06(c)(2) shall not accrue benefits or service credit for any purpose under the Plan during the individual's period of continued service with the Adopting Employer during which the individual is not an Eligible Employee.

(4) In the event that an individual described in paragraph 6.06(c)(1) or (2) subsequently becomes an Eligible Employee under the Plan, the provisions applicable to In-Service Distribution to Eligible Employees or to Retired Participants who return to Service with the Adopting Employer as an Eligible Employee, as applicable, under subsection 6.06(b) above and the Adopting Employer's Adoption Agreement or Addendum shall apply with respect to such individual. Except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon such a Participant's subsequent Termination of Employment or vacation of office, as applicable, the Participant's Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such Termination of Employment or vacation of office. However, this Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(d) Death in Service After Retirement. If a Retired Participant who returns to service with an Adopting Employer as an Eligible Employee or an active Participant commences Retirement benefits while remaining in service as an Eligible Employee and dies during the period of continuous employment or during the period of reemployment, as applicable, and before re-retirement, then the Participant's Post-Retirement Beneficiary, if any, shall be entitled to receive the monthly post-retirement survivor benefit payable, if any, taking into account any additional Credited Service accrued prior to the date of the Participant's death in-service. Such post-retirement survivor benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said Participant's death. In no event shall the resulting post-retirement survivor benefit (after any actuarial reduction provided for in the preceding sentence) be less than the benefit that would have been payable to such Post-Retirement Beneficiary had the Participant not been employed as an Eligible Employee on or after the Participant's Retirement Date. This provision shall not be interpreted to permit payment to a Pre-Retirement Beneficiary in the event of a Retired Participant's death during reemployment.

(e) Suspension of Disability Benefits.

(1) Any Disability Retirement Benefit payable under the Plan to any Participant shall be suspended as of the first day of the month coinciding with or following the date the Participant's Disability ceases. A Participant's Disability shall be considered to have ceased upon the earliest of the following dates: (1) with respect to Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the date as of which the Social Security Administration determines that the Participant is no longer disabled; or (2) with

respect to Participants whose entitlement to a Disability benefit is based upon a determination by the Pension Committee, the date as of which the Pension Committee determines that the Participant is no longer disabled as defined under Code Section 72(m), based upon an examination by a physician chosen by the Pension Committee. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Participant shall be required to notify the Pension Committee Secretary within sixty (60) days after the Participant receives notice that the Social Security Administration has determined that the Participant is no longer disabled. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Pension Committee shall have the right to require the Participant to prove at any time, as a condition for continued receipt of Disability benefits under the Plan, continued eligibility for receipt of disability insurance benefits under the Federal Social Security Act, as amended. With respect to Participants whose entitlement to a Disability benefit is based upon a determination of Disability by the Pension Committee, the Pension Committee shall have the right to require, as a condition for continued receipt of Disability benefits, that the Participant be examined at any time by a physician chosen by the Pension Committee. In the event that any Participant fails or refuses to submit to a physical examination or to obtain and provide other information requested by the Pension Committee to confirm continuation of a Disability, then the Participant's Disability benefits shall be suspended as of the first day of the month following expiration of the ninety (90) day period following the Pension Committee's request for such examination or information, unless the Pension Committee

determines in its discretion that the failure to comply within ninety (90) days was due to circumstances beyond the Participant's control, in which case the ninety (90) day time limit may be extended by the Pension Committee and suspension may be deferred as determined by the Pension Committee.

(2) Notwithstanding any provision of this subsection 6.06(e) to the contrary, and except as otherwise provided in an Employer's Adoption Agreement or Addendum thereto, in the event that a Participant, who shall have retired or been retired for Disability, returns to service as an Eligible Regular Employee or becomes an Eligible Regular Employee of said Employer, the Participant's Disability Retirement benefit shall be suspended as of the date of such return to or commencement of service as an Eligible Regular Employee.

(3) Nothing in paragraph 6.06(e)(2) shall be construed to require the suspension of a Participant's Disability Retirement benefit upon the Participant's return to service as an elected or appointed member of the Governing Authority after the commencement of such benefit unless and until the Participant is determined to no longer have a Disability, or unless suspension of a Participant's Disability Retirement benefits is otherwise required under subparagraph 6.06(e)(1).

(f) Suspension of Disability Benefit; Right to Other Benefits.

(1) In any case where the payment of a Participant's Disability Retirement benefit is suspended, regardless of whether the Participant returns to service with the Employer, the period of absence from employment due to such Disability shall not be counted as Credited Service. Any Participant who shall have Retired or been Retired for Disability and who has been or shall be subsequently declared ineligible for a Disability

Retirement benefit because of the cessation of said Disability, or as otherwise provided pursuant to subsection 6.06(e) above, shall have a right to any benefit afforded under any other provision of this Plan to which the Participant or the Participant's beneficiary might otherwise be entitled. In such case, any Disability Retirement payments made prior to the required suspension date shall be retained by the Retiree and disregarded in computing any other benefit payable under the Plan.

(2) Notwithstanding the foregoing, nothing herein shall be construed to allow a Retired Participant who shall have Retired or been Retired due to Disability, who returns to service with the Employer, and who subsequently re-retires to elect a different benefit payment form or name a new post-retirement beneficiary upon re-retirement.

(3) Unless otherwise provided in an Employer's Adoption Agreement or in an Addendum thereto, in the event that a Retired Participant who is receiving a Disability Retirement benefit returns to service as an elected or appointed member of the Governing Authority, and the Participant's Disability Retirement benefit is not suspended, any Disability Retirement payments made prior to the Participant's return to service or during such period(s) of service as an elected or appointed member of the Governing Authority following such return shall be retained by the Participant and disregarded in computing any other benefit payable under the Plan upon the Participant's subsequent vacation of office.

ARTICLE VII.

OPTIONAL FORMS OF RETIREMENT INCOME

Section 7.01. Standard Benefit Payment Form; Other Payment Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, a Participant may elect, or may revoke a previous election and make a new election, at any time prior to the

Participant's effective Retirement Date, to have Retirement benefits payable under the standard benefit payment option or under one of the other benefit payment options set forth in Section 7.03. The standard benefit payment option is a monthly retirement benefit payable to the Participant during the Participant's lifetime only. At the death of the Participant all payments will cease and no further benefits will be payable to the estate of the Participant or other persons, except as otherwise provided in Subsection 8.12(b). The standard benefit payment form is referred to in the Basic Plan Document as Option A. The benefit shall be paid in accordance with and subject to the terms of the benefit payment option elected. Election of any option shall be made by the Participant in writing on the Applicable Form, and shall be subject to approval by GMEBS.

Section 7.02. Designation of Post-Retirement Beneficiary. With respect to retirement applications received by GMEBS on or after July 1, 2011, if the Participant elects Option B (Joint and Survivor Option with Pop-Up) or Option C (Period Certain and Life Option.) in Section 7.03, the Participant shall designate a Post-Retirement Beneficiary to receive a survivor benefit in accordance with and subject to the terms of such Option. Designation of a Post-Retirement Beneficiary may be revoked or changed by the Participant by submitting a new completed Retirement Application at any time prior to the Participant's effective Retirement date. Only the last such designation of a Post-Retirement Beneficiary shall have effect, and any new designation of a Post-Retirement Beneficiary shall invalidate, supersede, and revoke any prior designation.

Section 7.03. Description of Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, the amount of any optional benefit set forth below shall be the Actuarial Equivalent of the amount of the standard benefit that would otherwise be

payable to the Participant under Section 7.01 (monthly retirement benefit payable to the Participant during the Participant's lifetime only, referred to as "OPTION A").

(a) OPTION B: Joint and Survivor Option with Pop-Up. A retirement benefit computed and paid in the same manner as Option A above, but with a decrease in the retirement benefit to account for the survivor benefit and the pop-up benefit provided under this Option B. If the Participant elects Option B, then the Participant will receive a decreased retirement benefit which shall be payable during the lifetime of the Participant. If the Participant's designated Post-Retirement Beneficiary should survive the Participant (except as provided in subsections (1) and (2) below with respect to the Post-Retirement Beneficiary's death before the Participant or the divorce of the Participant and Post-Retirement Beneficiary) the benefit shall continue to be paid to the Post-Retirement Beneficiary after the Participant's death during the lifetime of the Post-Retirement Beneficiary in the same amount (100%) or in such smaller amount (75%, 50%, or 25%), as the Participant has designated on the retirement application. This option shall be known as Option B. The Participant's retirement benefit under Option B shall be calculated in accordance with Section 12.02(a) or Section 12.02(b), whichever is applicable.

(1) Death of Post-Retirement Beneficiary Before Participant — In the event that the Participant's Post-Retirement Beneficiary dies before the Participant and after Retirement benefit payments have commenced, and provided the Participant furnishes GMEBS with proper proof of the Beneficiary's death within one (1) year after such death, the requirement for a reduction in the Participant's monthly retirement benefit on account of the Participant's election of Option B shall no longer apply (resulting in an increase, or "pop-up", in the Participant's monthly retirement benefit), effective as of the first day of the month following the Post-Retirement Beneficiary's death. Effective with respect to

monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit shall be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI, had the Participant elected Option A. However, if the Participant fails to furnish the Plan with proper proof of the Post-Retirement Beneficiary's death within the one (1) year period referred to above, then said change in monthly retirement benefit shall not become effective until the first day of the month following the date such proof is submitted to GMEBS. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons.

(2) Divorce of Participant and Post-Retirement Beneficiary—If the Participant designates the Participant's Spouse as Post-Retirement Beneficiary and provides GMEBS with proof that GMEBS in its sole discretion deems sufficient to establish that the Post-Retirement Beneficiary is the Participant's Spouse as of the Participant's effective retirement date, and if the Participant and the Post-Retirement Beneficiary become divorced after retirement benefit payments have commenced, then the Participant is permitted but not required to request a "pop-up" in the Participant's monthly retirement benefit, in accordance with and subject to the requirements of this subsection (2). A Participant who requests a pop-up pursuant to this subsection (2) will be bound by the provisions of this subsection and any other terms and conditions for receipt of said pop-up as set forth in an Applicable Form provided by GMEBS for such purpose. Such Participant shall furnish proof to GMEBS which GMEBS in its sole discretion deems sufficient to confirm the Participant's divorce from the Post-Retirement Beneficiary and

the Participant's eligibility for the pop-up benefit provided herein, which may include but may not be limited to a court-certified copy of a valid divorce decree. In the event that the conditions of this subsection (2) are satisfied, the requirement for a reduction in the Participant's monthly retirement benefit on account of the election of Option B will no longer apply; provided, however, that GMEBS may deny the Participant's application for the pop-up in the event that GMEBS, in its sole discretion, determines that such denial is prudent or necessary based on the terms of the applicable divorce decree. Any change in the monthly retirement benefit resulting from the pop-up, if approved by GMEBS, will be effective as of the first day of the month following GMEBS' receipt of said Applicable Form completed by the Participant, and after GMEBS' receipt of said proof evidencing divorce. Effective with respect to monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit will be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI had the Participant elected Option A. On and after said date, the Participant's Post-Retirement Beneficiary will not be eligible to receive any survivor benefits following the Participant's death, notwithstanding any prior designation made by the Participant or the later remarriage of the Participant and the Post-Retirement Beneficiary. All payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons. This provision shall not be construed to permit a Participant to change the form of benefit payment, to change the Post-Retirement Beneficiary after the Participant's effective Retirement date, or to name a new Post-Retirement Beneficiary following the Participant's divorce from the Post-Retirement Beneficiary. Nor shall this provision be construed to require or permit payment of all or

a portion of a Participant's retirement benefit to a former spouse pursuant to a domestic relations order.

(b) OPTION C: Period Certain and Life Option. A decreased benefit payable monthly to the Participant during the Participant's lifetime and, in the event of the Participant's death within a period of specified years, either five (5), ten (10), fifteen (15), or twenty (20) years after benefit commencement, the same monthly amount shall be payable for the balance of such period to the Post-Retirement Beneficiary designated by the Participant. If the Post-Retirement Beneficiary survives the Participant but dies before the end of such period, any unpaid monthly amounts that would have otherwise been payable to the Post-Retirement Beneficiary for the remainder of said period following the Post-Retirement Beneficiary's death shall be paid to the Post-Retirement Beneficiary's estate. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons except as provided in Article VIII. This option shall be known as Option C. The Retirement benefit under Option C shall be calculated in accordance with Section 12.03.

Section 7.04. Cancellation of Election. The election by a Participant of any option in this Article VII shall be null and void if either the Participant or the Participant's designated Post-Retirement Beneficiary dies before the Participant's effective Retirement date.

Section 7.05. Rule for Small Benefits.

(a) Effective January 1, 2002, the present value of a Plan benefit shall be distributed in a cash single sum payment to the Participant, Terminated Vested Participant, or Pre-Retirement Beneficiary, as applicable, if the present value of said Plan benefit payable to the

recipient does not exceed Five Thousand Dollars (\$5,000) on the date of distribution. The present value of said Plan benefit shall be determined in accordance with Article XII.

(b) Effective for distributions commencing on or after March 28, 2005, if a distribution to be made under subsection (a) is greater than One Thousand Dollars (\$1,000), is an eligible rollover distribution, and the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

(c) Notwithstanding the provisions of subsections (a) and (b), effective on and after July 1, 2007, no distribution will be made under this Section unless and until the recipient of the distribution makes an election to either have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or to receive the distribution directly in cash.

Section 7.06. Distributions.

(a) Distributions payable as of any date shall be made on or as soon as administratively feasible after that date.

(b) In a contributory plan, interest shall be paid on any refund of employee contributions only as specified in the Adoption Agreement.

Section 7.07. Compliance with Internal Revenue Section 401(a)(9). All distributions shall be made in compliance with Article X.

Section 7.08. Compliance with Internal Revenue Section 415. All benefit options must comply with the limitations of Code Section 415, pursuant to Article XI and as applicable to governmental plans.

ARTICLE VIII.

DEATH BENEFITS

Section 8.01. Death in Service Prior to Retirement. In the event a Participant's employment or term of office is Terminated by reason of death prior to Retirement, there shall be paid to the Pre-Retirement Beneficiary the in-service death benefit elected by the Employer in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided under this Article.

Section 8.02. Actuarial Reserve In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum service and other eligibility requirements a Participant must satisfy in order to be entitled to receive such benefit. Provided a Participant satisfies such requirements, then in the event the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.07(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit. In calculating the Normal Retirement benefit under the provisions of this Section, the following assumptions shall be used:

(a) The Participant's age at the time of death is equal to the Normal Retirement Age as specified by the Employer in the Adoption Agreement, or the Participant's attained age if said attained age is greater than the Normal Retirement Age; and

(b) The Participant's Total Credited Service shall include the amount of Total Credited Service accrued prior to the date of the Participant's death. The Employer may elect in the Adoption Agreement to include additional imputed Credited Service in the calculation, but in

no event shall the amount of Total Credited Service used in the calculation exceed the sum of actual service performed plus ten (10) calendar years. The death benefit under this Section shall be calculated using the factors contained in Section 12.04.

(c) With respect to those Adopting Employers who have elected in their Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit, an Eligible Regular Employee must have at least one (1) year of Credited Service with the Adopting Employer to be eligible for the Actuarial Reserve In-Service Death Benefit; provided, however, that this one (1) year minimum shall not apply with respect to an Eligible Regular Employee whose immediate prior employment was with another GMEBS Adopting Employer and who had at least one (1) year of Credited Service with such prior GMEBS Adopting Employer. The one (1) year minimum and the exceptions thereto described in this subsection 8.02(c) shall not supersede eligibility conditions specified in an Adopting Employer's Adoption Agreement or Addendum thereto which specify a requirement of more or less than one (1) year of Credited Service with the Adopting Employer and/or other minimum age or service requirements that are inconsistent with this Section 8.02 to be eligible for the Actuarial Reserve In-Service Death Benefit. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum thereto, elected or appointed members of the Governing Authority shall not be subject to a minimum Service requirement to be eligible for the Actuarial Reserve In-Service Death Benefit.

Section 8.03. Auto A In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Auto A in-service death benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Participant must satisfy in order to be entitled to such benefit. Provided a Participant satisfies such requirements, then in the event that

the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.06(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit, as follows:

(a) Monthly Death Benefit Payable to Spouse. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is the Participant's Spouse, then the lifetime monthly death benefit payable to said Spouse shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death. Alternatively, the Spouse may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as defined in the Employer's Adoption Agreement. A Spouse shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is not the Spouse of the Participant, then the lifetime monthly death benefit payable to said Beneficiary shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death.

(b) Computation of Monthly Death Benefits. Benefits under this Section shall be computed as of the date of the Participant's death, based upon the applicable benefit formula in effect on said date, as follows:

(1) Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if benefit payments commence to a Pre-

Retirement Beneficiary before the Participant would have attained Early Retirement Age, then the monthly death benefit payable to said beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Participant, assuming the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until Normal Retirement Age as defined in the Adoption Agreement; and (iii) elected to retire upon attaining Normal Retirement Age with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(2) Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement and a Spouse who is eligible to receive the in-service death benefit hereunder defers payment until a date which is on or after the date the Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse Beneficiary's selected benefit commencement date; and, (iii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(3) Participant Death After Early Retirement Age; Payment Upon Death. If the Participant dies after attaining Early Retirement Age as defined in the Employer's

Adoption Agreement, and if benefit payments commence to a Pre-Retirement Beneficiary on the first day of the month coinciding with or immediately following the date of the Participant's death, then the monthly death benefit payable to said Pre-Retirement Beneficiary shall be the monthly benefit that would have otherwise been payable to the Participant, assuming the Participant: (i) retired on the date of death, and (ii) elected the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(4) Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Participant dies after attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if a Spouse who is eligible to receive the Auto A in-service death benefit hereunder defers payment in accordance with this Section, then the monthly benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse beneficiary's selected commencement date, and (ii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

Section 8.04. Designation of Beneficiary. Unless otherwise provided in the Adoption Agreement or an Addendum thereto, a Participant may designate, on an Applicable Form provided for that purpose, one person as Primary Pre-Retirement Beneficiary. If the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement and if as of the date of the Participant's death the Participant has

satisfied the minimum service and other eligibility requirements to be entitled to an in-service pre-retirement death benefit, said Primary Pre-Retirement Beneficiary shall receive the monthly pre-retirement death benefit elected by the Employer in the Adoption Agreement, provided the Primary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days in accordance with O.C.G.A. § 47-1-15 (a copy of which is included in the Appendix hereto). The Participant may additionally designate, on an Applicable Form provided for that purpose, one person as Secondary Pre-Retirement Beneficiary. The monthly death benefit otherwise payable to the Primary Pre-Retirement Beneficiary hereunder shall be payable to the Participant's designated Secondary Pre-Retirement Beneficiary in the event that: (1) the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement; (2) the Primary Pre-Retirement Beneficiary does not survive the Participant by at least thirty-two (32) days; and (3) the Secondary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days.

Section 8.05. Change of Beneficiary. Designation of a Primary or Secondary Pre-Retirement Beneficiary may be changed by the Participant in writing on an Applicable Form provided for that purpose at any time prior to Retirement. Only the last such designation prior to Retirement shall have effect and any new designation of a Primary or Secondary Pre-Retirement Beneficiary invalidates, supersedes, and revokes any prior designation.

Section 8.06. Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or

Secondary Pre-Retirement Beneficiary to whom the Auto A in-service pre-retirement death benefit is payable under this Article, then the Auto A in-service pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection. In such case, the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the Auto A in-service death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had Terminated Employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of said benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.07. Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, with respect to the Actuarial Reserve in-service death benefit only, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the death benefit is payable, then the Actuarial Reserve in-service pre-retirement death benefit shall be paid to the Participant's

surviving Spouse in accordance with this Section, in which case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the death benefit is payable, then the Actuarial Equivalent of the Participant's vested Accrued Retirement Benefit shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such Actuarial Equivalent shall be determined as if the Participant had terminated employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of benefits under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.08. Terminated Vested Death Benefits. If the Employer elects in the Adoption Agreement to provide a death benefit for Terminated Vested Participants or for certain classes of Terminated Vested Participants, then in the event such a Terminated Vested Participant dies before the effective Retirement Date, there shall be paid to the Pre-Retirement Beneficiary the terminated vested death benefit specified in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided in this Article. Notwithstanding any provision to the contrary, effective October 1, 2016, an Adopting Employer that had not previously elected in its Adoption Agreement or Addendum thereto to provide a Terminated Vested death benefit to one or more classes of Participants shall be deemed to have elected by default to provide the Terminated Vested Auto A Death Benefit to such class or classes of Participants who terminate employment on or after such date.

Section 8.09. Terminated Vested Auto A Death Benefit. The Employer may elect in the Adoption Agreement to provide the Auto A Death Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to said Participant's effective Retirement date, the Participant's Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this Section. If the Terminated Vested Participant's Pre-Retirement Beneficiary is the Terminated Vested Participant's Spouse, then the lifetime monthly death benefit payable to the Spouse Beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Alternatively, the Spouse Beneficiary may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as determined under the Employer's Adoption Agreement. A Spouse designated as beneficiary shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary is not the Spouse of the Terminated Vested Participant, then the lifetime monthly death benefit payable to the beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Benefits under this Section shall be computed as follows:

(a) Terminated Vested Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary before the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant survived until Normal Retirement Age; and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(b) Terminated Vested Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement and a Spouse designated as beneficiary defers payment until a date which is on or after the date the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected benefit commencement date; and, (ii) the Terminated Vested Participant elected on such date to retire with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(c) Terminated Vested Participant Death After Early Retirement Age; Payment Upon Death. If the Terminated Vested Participant dies after attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death, then the monthly death benefit payable to the beneficiary shall be the monthly benefit that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant retired on the date of death, and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(d) Terminated Vested Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Terminated Vested Participant dies after attaining Early Retirement Age, and if a Spouse designated as beneficiary defers payment in accordance with this Section, then the monthly benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected commencement date, and (ii) the Terminated Vested Participant elected to retire on such date with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(e) Auto A Terminated Vested Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary. Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-

Retirement Beneficiary to whom the terminated vested Auto A death benefit is payable under this Article, then said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this Section, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section 8.09(e), the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the terminated vested Auto A death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefit under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(f) Calculation of Benefits. Benefits under this Section shall be calculated taking into account only the Participant's Total Credited Service and Final Average Earnings (where applicable) as of the date of the Participant's Termination of Employment with Adopting Employer, and the applicable benefit formula in effect on the date of said Termination.

Section 8.10. Accrued Retirement Benefit.

An Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate the minimum service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated

Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Vested Participant's Accrued Benefit, determined as of the date of the Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom said pre-retirement death benefit is payable, said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom the benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefits under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.11. Designation of Terminated Vested Pre-Retirement Beneficiary. The Primary and Secondary Pre-Retirement Beneficiary designated by the Participant to receive in-service death benefits under Section 8.04 shall automatically be considered the Participant's Primary and Secondary Pre-Retirement Beneficiary for purposes of payment of terminated vested pre-retirement death benefits, if any, under the Employer's Plan. If the Participant changes said beneficiary designation in accordance with Section 8.05, the Participant's designation under this Section shall be considered changed as well to reflect the new designation. In the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom a terminated vested pre-retirement death benefit is payable upon the Participant's death, then the terminated vested pre-retirement death benefit otherwise payable, if any, shall be paid to the Participant's surviving Spouse in accordance with and subject to the applicable provisions of this Article, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom a death benefit is payable, the death benefit shall be payable to the Participant's estate in accordance with and subject to the applicable provisions of this Article.

Section 8.12. Participant Death After Retirement Benefit Commencement. With respect to retirement applications received by GMEBS on or after July 1, 2011, upon the death of a Retired Participant subsequent to Retirement, there shall be payable to the Participant's designated Post-Retirement Beneficiary, a benefit to be determined as follows:

(a) If the Participant has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, or if the Participant has

elected a form of payment that does permit such designation (Option B or C) and the Participant's designated Post-Retirement Beneficiary does not survive the Participant, no further payment of any kind whatsoever shall be made at the death of the Participant, except as provided in subsection (b) below.

(b) Except as otherwise provided in an Addendum to the Adopting Employer's Adoption Agreement, in the event that a Retired Participant who has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, dies after Retirement benefit payments have commenced but before the Retired Participant has received at least thirty-six (36) monthly Retirement benefit payments, a one-time lump sum death benefit shall become payable which shall be equal to the amount of the Participant's initial Retirement benefit (determined as of the date such monthly Retirement benefit commenced) multiplied by thirty-six (36); provided, however, that the total amount of such lump-sum death benefit shall be reduced by the aggregate amount of Retirement benefits paid to such Retired Participant. The one-time lump sum death benefit shall be payable to the Retired Participant's surviving Spouse. In such case, the Participant's surviving Spouse shall be considered the designated beneficiary under the Plan for purposes of this subsection (b). In the event that: (1) such Retired Participant does not have a Spouse at the time of the Retired Participant's death; or (2) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not survive the Retired Participant by at least thirty-two (32) days; or (3) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not within six (6) months following the Retired Participant's death provide the Administrator with documentation which the Administrator deems sufficient to verify that she said individual was the Retired Participant's Spouse at the time

of the Retired Participant's death, the lump-sum death benefit described in this subsection 8.12(b) shall be paid to the estate of the Retired Participant. The lump sum death benefit described in this subsection 8.12(b) shall not be considered part of the standard benefit payment form (Option A) for purposes of determining actuarial equivalence. The lump sum death benefit paid pursuant to this subsection 8.12(b) shall be included in determining the sum of all benefits paid to the Participant for purposes of determining the amount of any refund of Employee Contributions payable under Section 13.06. For purposes of this subsection, the term "surviving" shall mean surviving the Retired Participant by at least thirty-two (32) days.

(c) If the Participant has elected a form of payment that permits designation of a Post-Retirement Beneficiary (Option B or C) as provided in Article VII, and the Participant's designated Post-Retirement Beneficiary survives him, benefits shall be payable to the Post-Retirement Beneficiary as provided by the option elected, commencing the month following the Participant's last benefit payment month.

ARTICLE IX.

TERMINATION BEFORE RETIREMENT; VESTING

Section 9.01. Vesting Requirement for Deferred Retirement Benefit. An Employer may establish different vesting requirements for different classes of Eligible Employees in the Adoption Agreement. A Participant whose employment is terminated for any reason other than death or Retirement shall be entitled to a Vested right in the Accrued Benefit only if the Participant meets the Qualifications for a deferred Vested Retirement benefit specified in the Adoption Agreement. Payment of such Vested Retirement Benefit shall commence on the first day of the month in which the effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant, unless the Participant elects an optional form of benefit payment under Article VII. The amount of such Monthly Retirement

Benefit shall be computed in the manner prescribed for Normal or Early Retirement in Article VI, as applicable, but based upon the Participant's Final Average Earnings (if applicable) and Total Credited Service up to the Participant's date of Termination of Employment with the Adopting Employer. Unless otherwise provided in the Adoption Agreement or in an Addendum thereto, in the event that an Eligible Regular Employee terminates employment with an Adopting Employer and returns to service with such Adopting Employer as an elected or appointed member of the Governing Authority, the portion of the monthly benefit attributable to Credited Service as an Eligible Regular Employee shall be computed based upon Credited Service as an Eligible Regular Employee and the benefit formula in effect as of the latest termination of employment as an Eligible Regular Employee. Likewise, in the event that an elected or appointed member of the Governing Authority vacates such office and returns to service with the Adopting Employer as an Eligible Regular Employee, the portion of the monthly benefit attributable to Credited Service as an elected or appointed member of the Governing Authority shall be computed based upon Credited Service as an elected or appointed member of the Governing Authority and the benefit formula in effect as of such individual's latest vacation of such office. Notwithstanding any other provision of the Plan to the contrary, if a Participant has satisfied the requirements for Normal Retirement as of the Participant's date of Termination, the Participant shall be one hundred percent (100%) Vested in the Normal Retirement benefit.

Section 9.02. Termination of Tenure of Office Before Retirement. Unless otherwise specified by the Employer in the Adoption Agreement, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer, and who vacates office for any reason other than death or Retirement shall be entitled to a Vested right in the portion of said Participant's Accrued Benefit attributable to the Participant's Credited Service as

an elected or appointed member of the Governing Authority only if said Participant meets the qualifications for a deferred Vested benefit applicable to elected or appointed members of the Governing Authority and Municipal Legal Officers as specified in the Adoption Agreement. Unless otherwise specified in the Employer's Adoption Agreement or Addendum thereto, if a Participant has Credited Service both as an elected or appointed member of the Governing Authority or a Municipal Legal Officer and as an Eligible Regular Employee of the Adopting Employer, the Participant's combined Total Credited Service shall be taken into account in determining whether the Participant has satisfied the minimum service requirements for vesting under the Plan and the minimum service requirements for benefit eligibility under the Plan that are applicable to Eligible Regular Employees, Municipal Legal Officers, and/or elected or appointed members of the Governing Authority, as applicable.

Section 9.03. Immediate Vesting in Disability Retirement Benefit. If the Employer elects in the Adoption Agreement to provide Disability benefits, and unless otherwise specified in the Adoption Agreement, a Participant who is Disabled and otherwise meets the Plan's eligibility requirements for payment of a Disability Retirement Benefit shall be considered 100% Vested in such benefit.

Section 9.04. Involuntary Termination Without Cause. Notwithstanding any more restrictive vesting requirement imposed by the Employer in the Adoption Agreement, a Participant whose employment is terminated involuntarily and without cause shall be entitled to a one hundred percent (100%) Vested Benefit if said Participant has completed five (5) years of Total Credited Service. For the purpose of this condition, "cause" for dismissal shall mean negligence or inefficiency in performing the duties of the position held, unfitness to perform

assigned duties, insubordination, or misconduct reflecting discredit on the Adopting Employer or upon the Governing Authority.

Section 9.05. Portability between Adopting Employers.

(a) This Section applies to a Participant, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, whose employment is terminated either voluntarily or involuntarily after participation in the Plan, provided that with respect to a Participant who terminates employment on or after January 1, 2015, such Participant has at least one (1) year of Credited Service with the Employer. This one (1) year minimum shall not apply with respect to a Participant,

(1) whose immediate prior employment was with another GMEBS Employer, and under whose Plan in effect prior to January 1, 2015, the Participant was subject to a waiting period and the Participant had satisfied such waiting period prior to the Participant's Termination of Employment with such prior GMEBS Employer, or

(2) (A) who is not described in paragraph 9.05(a)(1) above, and whose Employer's Plan contained an Addendum provision which was in effect prior to January 1, 2015, which provided for a waiting period of less than one (1) year to commence participation in the Plan, and (B) who was employed with said Employer prior to January 1, 2015 and satisfied such time limitation prior to Termination. With respect to an Employee described in this paragraph 9.05(a)(2), this Section shall become applicable to such Employee once the Employee has satisfied such waiting period.

(b) Subject to any limitations or conditions contained in the Employer's Adoption Agreement, in determining whether a Participant has satisfied the minimum service requirements for Vesting and the minimum service requirements for Retirement and, for Participants who

terminate on or after September 26, 2014, pre-retirement death benefit eligibility, under the Adoption Agreement of any GMEBS Adopting Employer, the Participant's Total Credited Service with all other of the Participant's past and future Adopting Employers shall be taken into account. In no event, however, shall service with one GMEBS Employer be used to calculate the benefit amount due the Participant from another GMEBS Employer. Prior to January 1, 2015, except as otherwise provided in Section 4.02(c)(7) concerning immediate participation for Participants who transfer from one GMEBS Adopting Employer to another, service with one GMEBS Adopting Employer may not be used to establish participation in another Adopting Employer's plan.

Section 9.06. Forfeiture of Benefits for Certain Crimes.

(a) Survivor benefits or refunds otherwise payable to a person upon the death of a Participant, Terminated Vested Participant, Retired Participant, or beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a Participant, Terminated Vested Participant, Retired Participant, or beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. § 47-1-24 (a copy of which is included in the Appendix hereto). The terms of said code section are incorporated herein by reference, including any future amendments thereto.

(b) If the Adopting Employer receives information that a beneficiary has been convicted of any crime referenced in this Section which could potentially result in reduction or forfeiture of benefits, the Adopting Employer shall notify the Administrator when it receives notice of such conviction.

Section 9.07. Forfeitures.

(a) If the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, beneficiary or surviving Spouse to whom a payment (e.g., a payment of Retirement, Disability or Death benefits) is due and provide such information to the Administrator within a period of six (6) months from the later of: 1) the date on which the Administrator became aware that such payment became due and payable, or 2) the date on which the Administrator became unable to continue processing payments to the Participant, beneficiary or surviving Spouse due to changes in such individual's bank account, address, or other necessary information, the Administrator shall direct that the payment and all remaining payments, if any, otherwise due to the Participant, beneficiary or surviving Spouse be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture. Likewise, if the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, surviving Spouse or estate, as applicable, to whom a return of Employee Contributions due pursuant to Section 13.03 or Section 13.06 of this Basic Plan Document or pursuant to the Adopting Employer's Adoption Agreement or an Addendum thereto and provide such information to the Administrator within a period of six (6) months from such Participant's Termination of Employment (for non-vested Participants and for vested Participants whose Employee Contributions are required to be refunded following termination provided a refund to vested Participants does not result in forfeiture of Credited Service under the Plan), a vested Participant's request for a return of contributions, or, in a case of failure to exhaust, the date of a Participant's death, the Administrator shall direct that the return of Employee Contributions otherwise due to the Participant, surviving Spouse or estate, as applicable, be cancelled on the

records of the Plan and the amount thereof be treated as a forfeiture and placed in the Employer's GMEBS Trust Fund.

(b) In the event that a payment (e.g., a return of Employee Contributions, or a payment of Retirement, Disability or Death benefits) is due to the estate of a Participant or beneficiary but the Administrator is unable to process such payment due to the absence of said estate or lack of information needed to process payment to said estate, or, following the expiration of six (6) months after the date on which the payment is issued the payment remains outstanding, the Administrator shall so notify the Adopting Employer. The Adopting Employer shall attempt to locate documents establishing such estate, a correct address or bank account or other necessary information to process such payment. If the Adopting Employer is unable to ascertain such documentation or information within six (6) months after receiving notice from the Administrator of the outstanding payment, the Administrator shall direct that the payment be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture.

(c) Notwithstanding the foregoing provisions of this Section, if a Participant, beneficiary or surviving Spouse whose whereabouts or payment information is unknown and whose benefits are forfeited pursuant to this Section subsequently claims such benefits on the Applicable Form, such forfeited benefit shall be reinstated and shall be paid retroactively, without interest, to the date of the first cancelled payment. Likewise, if the executor of an estate to which a payment was forfeited pursuant to paragraph (b) above subsequently claims such benefits on the Applicable Form, the forfeited benefit shall be reinstated and shall be paid, without interest, to the estate.

(d) Forfeitures arising from the inability to determine the whereabouts of or payment information for a Participant, beneficiary or surviving Spouse, or arising from Termination of

Employment, withdrawal or any other reason may not be applied to increase the benefits any individual would otherwise receive under the Plan. Forfeitures will remain Trust assets, and as such, may be used to reduce an Adopting Employer's contribution.

(e) Notwithstanding any provision to the contrary, in the event that a return of Employee Contributions otherwise due to a Participant, to a surviving Spouse, to the estate of a Participant or of a Pre-Retirement or Post-Retirement Beneficiary, or to another individual or estate, as applicable, is cancelled on the records of the Plan and the amount thereof is treated as a forfeiture pursuant to this Section 9.07, including subsection (c), interest on such Employee Contributions shall cease to accrue as of the date on which the Administrator directs that the return of Employee Contributions be cancelled.

(f) An Adopting Employer shall take the following actions to locate any Participant, beneficiary or surviving Spouse to whom benefits are owed, consistent with IRS Revenue Procedure 2021-30 (or subsequent updated guidance):

(1) Search Plan and related Plan, Adopting Employer, and publicly-available records or directories for alternative contact information.

(2) A mailing via U. S. Postal Service certified mail to the last known mailing address, and contact through appropriate means for any address or contact information (including email addresses and telephone numbers) available to the Adopting Employer.

(3) Use of at least one of the following search methods: (i) a commercial locator service, (ii) a credit reporting agency, or (iii) internet search tools for locating individuals.

ARTICLE X.

DISTRIBUTION AND ROLLOVER RULES

Section 10.01. Distribution Rules Imposed by Federal Law. Notwithstanding any provision of this Plan to the contrary, any distribution under the Plan shall be made in accordance with Code Section 401(a)(9) and the Treasury regulations promulgated thereunder, including the incidental benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules:

(a) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the Final Regulations under Code Section 401(a)(9) that were issued on April 17, 2002, and June 15, 2004, notwithstanding any provision of the Plan to the contrary. GMEBS is coordinating the compliance with the Final Regulations to comply with the good faith reasonable standard of Pension Protection Act of 2006 Section 823.

(b) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy and one-half (70½), or (ii) the calendar year in which the Participant Retires.

(c) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or

by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½), if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the designated beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (c), other than (c)(1), will apply as if the surviving spouse were the Participant.

If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under this subsection (c)), the date distributions are considered to begin is the date distributions actually commence.

(d) The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (c)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(e) Any additional benefits accruing to the Participant in a calendar year after the first distribution year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the applicable table set forth in the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain

annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(g) Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under applicable simple life table set forth in the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the applicable single life table as set forth in the Treasury Regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the applicable joint life table set forth in the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(h) A Participant or beneficiary eligible for benefits from an Adopting Employer's Plan must complete and return the Applicable Form provided for such purpose in order to commence distribution of benefits. Any excise tax under Code Section 4974 that results from a failure to timely apply for distribution of benefits under the Plan shall be the responsibility of the Participant or beneficiary, as applicable.

Section 10.02. Rollover of Distributions. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Section:

(a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income; or (iv) any other distributions which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of Code Section 402(g) or 415. Effective January 1, 2002, an Eligible Rollover Distribution also includes a distribution to a surviving spouse. Effective January 1, 2002, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee Contributions that are not includible in gross income. However, such portion may be transferred only to a (1) traditional individual retirement account or annuity described in IRC 408(a) or (b) (a "traditional IRA") or a Roth individual retirement account or annuity described in IRC 408(A) (a "Roth IRA"), or (2) to a qualified defined contribution defined benefit or annuity plan described in IRC 401(a) or 403(a) or to an annuity contract described in IRC 403(b), if such plan or contract provides for

separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) An "Eligible Retirement Plan" is any one of the following that accepts the Distributee's Eligible Rollover Distribution: (i) a traditional IRA; (ii) a Roth IRA; (iii) an annuity plan described in Code Section 403(a); or (iv) a qualified defined benefit or defined contribution plan described in Code Section 401(a). Effective for distributions made after December 31, 2001, an Eligible Retirement Plan will also include an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A) that agrees to separately account for amounts transferred into that plan; or an annuity plan described in Code Section 403(b); effective for distributions made after December 31, 2007, an Eligible Retirement Plan will also include a Roth IRA described in Code Section 408A; and effective for distributions made after December 18, 2015, an Eligible Retirement Plan will also include a SIMPLE IRA as described in Code Section 408(p), provided that the rollover contribution is made after the two-year period beginning on the date the Distributee first participated in any qualified salary reduction arrangement maintained by the Distributee's employer under Code Section 408(p)(2), as described in Code Section 72(t)(6). The portion of an Eligible Rollover Distribution that is not includible in gross income may be transferred only to an individual retirement account or individual retirement annuity described in Code Sections 408(a) or 408(b), a qualified defined contribution plan described in Code Section 401(a), a qualified plan described in Code Section 403(a), or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred, including separately

accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) A "Distributee" includes an employee or former employee. A Distributee also includes the employee's or former employee's surviving spouse. A Distributee also includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may only make a direct rollover of the distribution to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution, and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Notwithstanding subsection (a), if an Eligible Rollover Distribution is expected to total less than Two Hundred Dollars (\$200) during a year, such payment may not be directly rolled over.

Section 10.03. Acceptance of Eligible Rollover Distributions. To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, for the purpose of purchasing Credited Service or repaying withdrawn Employee Contributions (including any Contributions made to purchase prior service credit, as applicable) as permitted under the Plan and the Employer's Adoption Agreement (i) a Participant may contribute to the Plan as a rollover contribution a qualified rollover amount from a qualified plan under Code Section 401(a), an annuity plan under Code Section 403(a), an individual retirement account or annuity under Code Sections 408(a) or (b), a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b), that is includible in

taxable income; or (ii) a Participant may make a direct rollover to the Plan of a qualified rollover amount from a qualified plan under Code Section 401(a) consisting of after-tax employee contributions that is not includible in taxable income provided that such amount will be separately accounted for under the Plan; provided, further, that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. Such rollovers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

Section 10.04. Acceptance of Trustee-to-Trustee Transfers. A Participant may make a direct trustee-to-trustee transfer from another Code Section 401(a) qualified retirement plan, a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b) for the purchase of permissive service credit, as defined in Code Section 415(n)(3)(A) and as permitted under the Plan and the Employer's Adoption Agreement, or for a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3), as permitted under the Plan and the Employer's Adoption Agreement. Such transfers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

ARTICLE XI.

LIMITATIONS ON BENEFITS

Section 11.01. Effective Date. The Plan shall be administered so as to comply with this Article for limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

Section 11.02. Limitation on Annual Benefit.

(a) In no event shall the aggregate annual benefit for a calendar year (the "limitation year") provided under this Plan and all other defined benefit plans (without regard to whether the

plan has terminated) of the Employer for any Participant exceed an amount equal to One Hundred Sixty Thousand Dollars (\$160,000) as adjusted pursuant to Code Section 415(d)(1)(A).

(b) Adjustment for Benefits Commencing Before Age 62.

(1) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the retirement income benefit commencement date (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of

participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without applying the limitations of this Article.

(3) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the determination as to whether the One Hundred Sixty Thousand Dollars (\$160,000) limitation has been satisfied shall be made by reducing the One Hundred Sixty Thousand Dollars (\$160,000) limitation so that such limitation (as so reduced) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a One Hundred Sixty Thousand Dollars (\$160,000) annual benefit beginning at age sixty-two (62). The age reduced dollar limit shall be the lesser of the equivalent amount computed using the actuarial table in Section 12.01 of the Plan for actuarial equivalence for early retirement benefits, and the amount computed using five percent (5%) interest and the applicable mortality table (to the extent that the mortality decrement is used prior to age sixty-two (62)).

(c) Adjustment for Benefits Commencing After Age 65.

(1) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date

is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that retirement income benefit commencement date as specified in Section 11.02(e)(2)(B) of the Plan (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age

sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(3) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (i) the actuarial increase factors specified in Section 12.05 of the Plan; or (ii) a five percent (5%) interest rate assumption and the applicable mortality table as specified in Section 11.02(e)(2)(B) of the Plan.

(d) Notwithstanding the other requirements of this section, in adjusting the dollar limitation for the Participant's retirement income benefit commencement date under subsection (b) or (c), as applicable, no adjustment shall be made to the One Hundred Sixty Thousand Dollar (\$160,000) limitation to reflect the probability of a Participant's death between the retirement income benefit commencement date and age sixty-two (62), or between age sixty-five (65) and the retirement income benefit commencement date, as applicable, if benefits are not forfeited

upon the death of the Participant prior to the retirement income benefit commencement. To the extent benefits are forfeited upon death before the retirement income benefit commencement date, such an adjustment shall be made. Furthermore, notwithstanding the requirements of this section, the adjustments provided for in subsections (b) and (c) shall not apply (i) in the event the Participant's benefit is based on at least fifteen (15) years of service as a full-time employee of any police or fire department or on fifteen (15) years of military service, or (ii) in the case of pre-retirement disability benefits or pre-retirement death benefits.

(e) Adjustment for Form Not Subject to Code Section 417(e)(3). For distributions made in any form other than a straight life annuity or a qualified joint and survivor annuity to which Code Section 417(e)(3) does not apply [generally, a monthly benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarial equivalent of such benefit.

(1) For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity for purposes of applying the limitations under Code Section 415(b) to benefits is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial equivalence for the particular form of benefit payable, and

(B) the equivalent annual benefit computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal

Revenue Service guidance (the mortality table specified in Revenue Ruling 98-1 prior to 2003 or Revenue Ruling 2001-62 on or after January 1, 2003).

(2) For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same retirement income benefit commencement date as the Participant's form of benefit; and

(B) the annual amount of the straight life annuity commencing at the same retirement income benefit commencement date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal Revenue Service guidance (the mortality table specified in Revenue Ruling 2001-62 on or after January 1, 2003) and, for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Internal Revenue Service Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)).

(f) Adjustment for Form Subject to Code Section 417(e)(3). As required by final Treasury Regulations, for distributions made in any form to which Code Section 417(e)(3) applies [generally, a lump sum benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarially equivalent straight life annuity benefit which is the greatest of (or the reduced limitation applicable at the retirement income benefit

commencement date which is the "least of" when adjusted in accordance with the following assumptions):

(1) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using a five and five-tenths percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62) and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)); or

(3) the annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable computed using the applicable interest rate for the distribution under Internal Revenue Service guidance (the 30-year Treasury rate prior to January 1, 2008, using the rate in effect for the month prior to retirement; on and after January 1, 2008, using the rate in effect for the first day of the plan year with a one-year

stabilization period; and on and after January 1, 2015, using the rate in effect for the September prior to the plan year of distribution with a one-year stabilization period) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)), divided by one and five-one-hundredths (1.05). However, effective for benefits commencing during limitation years beginning after December 31, 2008, this paragraph (3) does not apply to a Plan maintained by an eligible employer as defined under Code Section 408(p)(2)(C)(i) (generally, an Employer that had no more than one hundred (100) employees who received at least Five Thousand Dollars (\$5,000) of compensation from the Employer during the preceding year).

(g) Limitations on benefits under this Article shall not apply where the total annual benefits payable to a Participant under this Plan and all other qualified defined benefit plans (whether or not terminated) of the Employer do not exceed Ten Thousand Dollars (\$10,000) in the aggregate. This minimum limitation is not applicable for a Participant whose Employer maintains or has maintained a defined contribution plan in which such Participant participated.

(h) The Ten Thousand Dollars (\$10,000) minimum limitation, if provided, must be reduced where a Participant has less than ten (10) years of service with the Employer at the time the Participant begins to receive retirement benefits under the Plan, and the maximum dollar

limitation must be reduced where a Participant has less than ten (10) years of participation when retirement benefits under the Plan commence. These adjustments are made by multiplying the applicable limitations by the appropriate fraction:

(A) For the Ten Thousand Dollars (\$10,000) minimum limitation – Years of service with the employer as of and including, the current limitation year divided by ten (10); or

(B) For the maximum dollar limitation – Years of participation with the employer as of and including, the current limitation year divided by ten (10).

(i) For purposes of applying the limits under Code Section 415(b) (Limit), the following will apply:

(1) prior to any limitation year beginning on or after July 1, 2007, adjustments under Section 6.05, will be taken into consideration when determining a Participant's applicable Limit;

(2) for any limitation year beginning on or after July 1, 2007:

(A) a Participant's applicable Limit will be applied to the Participant's annual benefit in the Participant's first limitation year without regard to any automatic cost of living adjustments under Section 6.05;

(B) to the extent the Participant's benefit equals or exceeds the Limit, the Participant will no longer be eligible for cost of living adjustments under Section 6.05 until such time as the benefit plus the accumulated adjustments under Section 6.05 are less than the Limit;

(C) thereafter, in any subsequent limitation year, a Participant's annual benefit, including any automatic cost of living increases under Section 6.05, shall

be tested under the then applicable benefit Limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(D) in no event shall a Participant's benefit payable under the Plan in any limitation year be greater than the Limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder. If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity, then the preceding provisions are applied by reducing the Code Section 415(b) limit applicable at the annuity starting date to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit.

Section 11.03. Limitation on Annual Additions.

(a) Effective beginning on and after January 1, 2002, to the extent required under Code Section 415(c), in no event shall the "annual addition" for a Participant for any calendar year (the "limitation year"), exceed the lesser of:

(1) Forty Thousand Dollars (\$40,000)), as adjusted for increases in the cost of living under Code Section 415(d); or

(2) One hundred percent (100%) of the "compensation" of such Participant received from an Adopting Employer during the limitation year.

(b) For purposes of this Section, "compensation" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on

the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, for limitation years beginning after December 31, 1997, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the Adopting Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125 or 457, but shall exclude Employee contributions picked up under Code Section 414(h)(2). For limitations years beginning after December 31, 2000, compensation shall also include any amount deferred by the Adopting Employer at the election of the Employee which is not includable in the gross income of the Employee by reason of Code Section 132(f)(4). For limitation years beginning on or after July 1, 2007, the following types of payments, if paid by the later of (i) two and one-half (2½) months following a Participant's Termination of Employment, or (ii) the last day of the limitation year that includes the Participant's Termination of Employment, will be included as compensation for purposes of this Section: payments that, absent a Termination of Employment, would have been paid to the Participant while the Participant continued in employment and that are regular compensation for services rendered, and payments of accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. Any payments not described in the preceding sentence are not considered compensation if paid after severance from employment, even if they are paid within two and one-half (2½) months following severance from employment, except for payments to the individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the

Employer rather than entering qualified military service. An Employee who is in qualified military service (within the meaning of Code Section 414(u)(1)) shall be treated as receiving compensation from the Employer during such period of qualified military service equal to (i) the compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service). For limitation years beginning on or after July 1, 2007, a Participant's compensation for purposes of this Section shall not exceed the annual limit under Code Section 401(a)(17).

(c) For purposes of this Section, "annual addition" means the sum of the following amounts credited to a Participant's accounts for the limitation year under this Plan and any other plan maintained by an Employer: (i) employer contributions; (ii) employee contributions; (iii) forfeitures; and (iv) allocations under a simplified employee pension plan. Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by an Employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in

Code Section 419(e), maintained by an Employer are treated as annual additions to a defined contribution plan.

(d) If the annual addition for a Participant under the Plan would be greater than the annual addition for such Participant as limited by subsection (a), then the excess shall be corrected as permitted under the IRS Employee Plans Compliance Resolution System (currently set forth in Revenue Procedure 2008-50).

Section 11.04. Code Section 415(e) Limits. For limitation years beginning on and after January 1, 2000, any benefit limitations applied pursuant to Code Section 415(e) shall no longer apply for employees or former employees who are Participants with an accrued benefit under the Plan on or after January 1, 2000.

Section 11.05. Limitations on Service Credit Purchases.

(a) Notwithstanding any other provision of law to the contrary, if an Adopting Employer adopts an Addendum to the Adoption Agreement that provides for service credit purchases, the Administrator may modify a request by a Participant to make an Employee Contribution if the amount of the Contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Administrator may establish a periodic payment plan for the Participant to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to paragraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Administrator may either reduce the Employee Contribution to an amount within the limits of that section or refuse the Participant's Contribution.

(b) Effective for any permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Participant makes one (1) or more contributions to purchase permissive service credit under an Adopting Employer's Plan, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such Contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such Contributions as annual additions for purposes of Code Section 415(c).

(3) For purposes of applying paragraph (1), the Plan will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this paragraph (3), and for purposes of applying paragraph (2), the Plan will not fail to meet the percentage limitation under Code Section 415(c)(1)(B) solely by reason of this subsection (b).

(4) For purposes of this subsection (b) the term "permissive service credit" means service credit—

(A) recognized by the Plan for purposes of calculating a Participant's benefit under the Plan,

(B) which such Participant has not received under the Plan, and

(C) which such Participant may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may include service credit for periods for which there is no

performance of service, and, notwithstanding subparagraph (B), may include service credited in order to provide an increased benefit for service credit which a Participant is receiving under the Plan.

(5) The Plan will fail to meet the requirements of this subsection (b) if—

(A) more than five (5) years of nonqualified service credit are taken into account for purposes of this paragraph (5), or

(B) any nonqualified service credit is taken into account under this subsection (b) before the Participant has at least five (5) years of participation under the Plan.

(6) For purposes of paragraph (5), effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, the term "nonqualified service credit" means permissive service credit other than that allowed with respect to—

(A) service (including parental, medical, sabbatical, and similar leave) as an employee of the Government of the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Code Section 415(k)(3)),

(B) service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in subparagraph (A)) of an education organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary

education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed,

(C) service as an employee of an association of employees who are described in subparagraph (A), or

(D) military service (other than qualified military service under Code Section 414(u)) recognized by such governmental plan.

In the case of service described in subparagraph (A), (B), or (C), such service will be nonqualified service if recognition of such service would cause a Participant to receive a retirement benefit for the same service under more than one Plan.

(7) In the case of a trustee-to-trustee transfer after December 31, 2001, to which Code Section 403(b)(13)(A) or 457(e)(17)(A) applies (without regard to whether the transfer is made between plans maintained by the same employer)—

(A) the limitations of paragraph (6) will not apply in determining whether the transfer is for the purchase of permissive service credit, and

(B) the distribution rules applicable under federal law to the Plan will apply to such amounts and any benefits attributable to such amounts.

(8) For an eligible Participant, the limitation of Code Section 415(c)(1) shall not be applied to reduce the amount of permissive service credit which may be purchased to an amount less than the amount which was allowed to be purchased under the terms of the Plan as in effect on August 5, 1997. For purposes of this paragraph (8), an eligible Participant is an individual who first became a Participant in the Plan before January 1, 1998.

Section 11.06. Interpretation of this Article.

(a) The annual additions and annual benefit of a Participant shall be adjusted pursuant to this Article so as to produce the maximum annual benefit and maximum annual additions permissible for such Participant.

(b) For purposes of this Section and subject to Code Section 415(f), all defined benefit plans of an Adopting Employer, whether or not terminated, are to be treated as a single defined benefit plan, and all defined contribution plans of an Adopting Employer are to be treated as a single defined contribution plan. However, Adopting Employers shall be considered as separate Employers in accordance with State law. The ability of an Adopting Employer to amend the Adoption Agreement to the extent necessary to satisfy Code Section 415 is provided by and subject to Section 18.01.

ARTICLE XII.

ACTUARIAL EQUIVALENT CONVERSION TABLES

Section 12.01. Early Retirement Reduction Table. Unless otherwise elected in the Adoption Agreement or an Addendum thereto, the following early retirement reduction table is to be used:

<u>Number of Years Before Normal Retirement*</u>	<u>Percentage of Normal Retirement Benefit</u>
0	1.000
1	.933
2	.867
3	.800
4	.733
5	.667
6	.633
7	.600
8	.567
9	.533
10	.500
11	.467

12	.433
13	.400
14	.367
15	.333

*Interpolate for whole months.

Section 12.02. Option B Tables.

(a) Participant Same Age Or Older –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is the same age as or older than the Participant's Beneficiary:

Participant Age - Beneficiary Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
0	0.848	0.881	0.918	0.957
1	0.841	0.876	0.913	0.955
2	0.834	0.870	0.909	0.952
3	0.827	0.864	0.905	0.950
4	0.820	0.859	0.901	0.948
5	0.814	0.853	0.897	0.946
6	0.807	0.848	0.893	0.944
7	0.801	0.843	0.890	0.942
8	0.795	0.838	0.886	0.940
9	0.790	0.833	0.882	0.938
10	0.784	0.829	0.879	0.936
11	0.779	0.824	0.876	0.934
12	0.774	0.820	0.872	0.932
13	0.769	0.816	0.869	0.930
14	0.764	0.812	0.866	0.928
15	0.760	0.808	0.864	0.927
16	0.756	0.805	0.861	0.925
17	0.752	0.801	0.858	0.924
18	0.748	0.798	0.856	0.922
19	0.744	0.795	0.854	0.921
20	0.741	0.792	0.851	0.920
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent Annuity Percentage	Extrapolation Factor
100%	.004
75%	.003
50%	.002
25%	.001

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is the same age or older than the Participant's Beneficiary:

Participant Age – Beneficiary Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
0	.833	.870	.909	.952
1	.826	.864	.905	.950
2	.819	.857	.900	.947
3	.811	.851	.896	.945
4	.804	.845	.891	.943
5	.797	.839	.887	.940
6	.790	.833	.882	.938
7	.783	.828	.878	.935
8	.776	.822	.874	.933
9	.769	.816	.870	.930
10	.763	.811	.866	.928
11	.757	.806	.861	.926
12	.751	.800	.858	.923
13	.745	.795	.854	.921
14	.739	.791	.850	.919
15	.733	.786	.846	.917
16	.728	.781	.843	.915
17	.723	.777	.839	.913
18	.718	.772	.836	.911
19	.713	.768	.833	.909
20	.708	.764	.830	.907
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent

Annuity
Percentage

Extrapolation
Factor

100%	.005
75%	.004
50%	.003
25%	.002

(b) Participant Younger –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

<u>Beneficiary Age - Participant Age</u>	<u>Contingent Annuity Factor</u>			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
1	0.855	0.887	0.922	0.959
2	0.863	0.893	0.926	0.962
3	0.870	0.899	0.930	0.964
4	0.877	0.905	0.935	0.966
5	0.885	0.911	0.939	0.968
6	0.892	0.917	0.943	0.971
7	0.899	0.922	0.947	0.973
8	0.906	0.928	0.951	0.975
9	0.913	0.933	0.955	0.977
10	0.920	0.939	0.958	0.979
11	0.926	0.944	0.962	0.980
12	0.932	0.948	0.965	0.982
13	0.938	0.953	0.968	0.984
14	0.944	0.957	0.971	0.985
15	0.949	0.961	0.974	0.987
16	0.954	0.965	0.977	0.988
17	0.959	0.969	0.979	0.989
18	0.963	0.972	0.981	0.990
19	0.967	0.975	0.983	0.992
20	0.971	0.978	0.985	0.992
21 or more	0.974	0.980	0.987	0.993

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

Beneficiary Age – Participant Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
1	.841	.876	.914	.955
2	.848	.882	.918	.957
3	.856	.888	.922	.960
4	.863	.894	.926	.962
5	.870	.899	.931	.964
6	.877	.905	.935	.966
7	.885	.911	.939	.968
8	.892	.916	.943	.970
9	.898	.922	.947	.973
10	.905	.927	.950	.974
11	.912	.932	.954	.976
12	.918	.937	.957	.978
13	.924	.942	.960	.980
14	.930	.946	.964	.981
15	.935	.951	.967	.983
16	.941	.955	.969	.984
17	.945	.959	.972	.986
18	.950	.962	.974	.987
19	.955	.966	.977	.988
20	.959	.969	.979	.989
21 or more	.960	.970	.980	.990

Section 12.03. Option C Table.

(a) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021:

Period	Factor
5 Years	.985
10 Years	.947
15 Years	.898
20 Years	.846

(b) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

<u>Period</u>	<u>Factor</u>
5 Years	.973
10 Years	.911
15 Years	.842
20 Years	.780

Section 12.04. Life Annuity Factors to be Used in Computing Actuarial Reserve

Death Benefit.

(a) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after April 1, 2021:

Age	Factor	Age	Factor
21	12.7738	43	12.2346
22	12.7581	44	12.1725
23	12.7424	45	12.1045
24	12.7268	46	12.0302
25	12.7112	47	11.9493
26	12.6959	48	11.8616
27	12.6805	49	11.7667
28	12.6653	50	11.6643
29	12.6500	51	11.5536
30	12.6344	52	11.4383
31	12.6184	53	11.3184
32	12.6017	54	11.1942
33	12.5838	55	11.0658
34	12.5644	56	10.9331
35	12.5427	57	10.7963
36	12.5187	58	10.6551
37	12.4917	59	10.5088
38	12.4613	60	10.3561
39	12.4263	61	10.1959
40	12.3865	62	10.0267
41	12.3414	63	9.8470
42	12.2908	64	9.6560
		65	9.4536

(b) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after January 1, 2013 and prior to April 1, 2021:

<u>Age</u>	<u>Factor</u>	<u>Age</u>	<u>Factor</u>
21	12.5773	43	11.4236
22	12.5567	44	11.3274
23	12.5337	45	11.2264
24	12.5082	46	11.1207
25	12.4804	47	11.0102
26	12.4501	48	10.8952
27	12.4170	49	10.7755
28	12.3809	50	10.6509
29	12.3416	51	10.5213
30	12.2994	52	10.3869
31	12.2541	53	10.2479
32	12.2056	54	10.1041
33	12.1535	55	9.9552
34	12.0976	56	9.8010
35	12.0383	57	9.6415
36	11.9754	58	9.4769
37	11.9088	59	9.3076
38	11.8384	60	9.1331
39	11.7640	61	8.9537
40	11.6855	62	8.7698
41	11.6026	63	8.5818
42	11.5154	64	8.3903
		65	8.1958

Section 12.05. Late Retirement Actuarial Increase Factors.

(a) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after April 1, 2021:

<u>Current Age*</u>	<u>Factor</u>
65	1.0000
66	1.1133
67	1.2425
68	1.3904
69	1.5603
70	1.7566

71	1.9843
72	2.2498
73	2.5613
74	2.9285
75	3.3646

*Assumes Normal Retirement at Age 65

(b) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

<u>Current Age*</u>	<u>Factor</u>
65	1.0000
66	1.1317
67	1.2850
68	1.4645
69	1.6755
70	1.9246
71	2.2204
72	2.5734
73	2.9967
74	3.5073
75	4.1274

*Assumes Normal Retirement at Age 65

Figure factor using years and months. Divide difference between next highest age factor and age factor lower, by twelve (12), then multiply by number of months. Add this onto age for years factor to arrive at correct factor. (Round off to 4 decimals). Note: If normal retirement age differs from sixty-five (65), factors must be supplied by Actuary.

Section 12.06. Offset Calculations; Other Annuity Forms. Actuarial equivalence factors and conversion factors for other annuity forms shall be computed by an enrolled Actuary on an actuarially equivalent basis. Actual Participant and Beneficiary ages are used for purposes of Section 6.06. Conversion factors for other annuity forms assume the Participant is retiring at age sixty-five (65).

Effective on or after April 1, 2021, the actuarial equivalence factors for Participants for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for

males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%). Likewise, effective on or after April 1, 2021, the actuarial equivalence factors for Beneficiaries for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%).

Effective January 1, 2018 through March 31, 2021, the actuarial equivalence factors for purposes of Section 6.06 shall be computed using the male RP 2000 Mortality Table set forward two (2) years for Participants and the female RP 2000 Mortality Table set forward one (1) year for Beneficiaries and with interest of seven and one-half percent (7.5%).

Effective January 1, 2018 through March 31, 2021, the conversion factors for other annuity forms are based on the UP 1984 Mortality Table without age setback and with interest of eight percent (8.0%).

Section 12.07. Lump Sum Payments. Effective January 1, 2001, a single sum distribution of benefits payable under Section 7.05, or upon plan termination, or if required for compliance with Code Section 401(a)(9), shall be computed on the basis of the actual age of the Participant and/or Beneficiary at the time of distribution and under the following actuarial assumptions:

(a) **Interest:** The applicable interest rate established by the Internal Revenue Service under Code Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006, as in effect for the month of September preceding the calendar year during which the distribution is paid.

(b) **Mortality:** The applicable mortality table established by the Internal Revenue Service pursuant to IRC Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006.

(c) **Age at Which Payments Begin:** The greater of the Normal Retirement Date or the age at the time of distribution to the Participant and/or Beneficiary.

ARTICLE XIII.

CONTRIBUTIONS

Section 13.01. Adopting Employer Contributions. The Adopting Employer shall make the necessary Contributions to fund the Plan. The amount of these Contributions shall be based upon the actuarial assumptions adopted by the Board of Trustees, the benefits provided in the Plan, and the number of Participants and their respective ages, Earnings, and lengths of Creditable Service and such other factors as the Board of Trustees shall deem appropriate to

assure proper funding of the Plan. Contributions by the Adopting Employer shall be applied as necessary to assure the payment of Accrued Benefits to Participants and Beneficiaries. Employer Contributions received by GMEBS by the last day of any month shall accrue Interest from the first day of the following month.

Section 13.02. Employee Contributions. Participants or certain classes of Participants may be required to make Contributions to the Plan as specified in the Adoption Agreement. Unless otherwise specified by the Adopting Employer, Employee Contributions shall accrue interest at the same rate and in the same manner as Employer Contributions. When elected by the Adopting Employer to be picked up, the Adopting Employer shall pick up and pay contributions in accordance with Code Section 414(h)(2) as follows:

(1) The contributions, although designated as Employee contributions, shall be paid by that Adopting Employer in lieu of contributions by the Employee as elected by the Adopting Employer in the Adoption Agreement, which shall be effective on a prospective basis and constitute written formal action to implement the pick-up, and

(2) The Employee must not be given the option, on or after the effective date of the pick-up, to have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to designated Employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

Section 13.03. Withdrawal of Employee Contributions.

(a) Unless otherwise specified in the Adoption Agreement, if a non-vested Participant's employment is terminated for any reason other than death, the Participant shall request a withdrawal of the Participant's Employee Contributions plus interest, if any.

(b) Unless otherwise specified in the Adoption Agreement, if a vested Participant's employment is terminated for any reason other than death or Retirement, the Participant may request a withdrawal of the Participant's Employee Contributions (including any Contributions made to purchase prior service credit) plus interest, unless the Participant chooses to claim the Participant's vested benefit, in which case the Participant's Employee Contributions shall not be withdrawn.

(c) Upon the Participant's termination, the Pension Committee shall provide notice to the Participant of the opportunity to withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto), and the Participant shall have sixty (60) days after receipt of such notice to submit a request for withdrawal on an Applicable Form provided for that purpose. Failure to make such a request within this sixty (60) day period shall result in the forfeiture of a vested Participant's right to request withdrawal upon termination and shall result in forfeiture of a non-vested Participant's right to the accrual of further interest. Unless otherwise specified in the Adoption Agreement or any Addendum thereto, upon withdrawal of Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) pursuant to this Section, the Participant shall forfeit for the Participant, the Participant's heirs and assigns all the Participant's rights, title, and interest in the Plan, except as provided in subsection (d) below. Employee Contributions shall be returned to the Participant within ninety (90) days of the receipt of the Participant's request. A Participant may not withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) as long as the Participant remains in the employment of the Adopting Employer and the

Participant may not borrow against Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) at any time. A partial withdrawal of Employee Contributions is not permitted. Unless otherwise provided in the Adoption Agreement or any Addendum thereto, if a Participant who has made both mandatory Employee Contributions and Contributions to purchase prior service credit withdraws any of such Contributions, all mandatory Employee Contributions and Contributions to purchase prior service credit shall be withdrawn.

(d) Except as otherwise provided in the Employer's Adoption Agreement or any Addendum thereto, if a Participant withdraws Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) in accordance with this Section, and if such Participant later resumes employment with the Adopting Employer in an Eligible Employee class, then any service credit or benefit amount forfeited by virtue of the withdrawal may be reinstated upon the Participant's reemployment with the Adopting Employer, provided: (1) the Participant repays within six (6) months following the reemployment date and prior to Termination of Employment with the Adopting Employer all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of return of contributions through the date of repayment; and (2) provided the Participant satisfied the break in service rules, as applicable. Repayment of Employee Contributions (including any Contributions made to purchase prior service credit) under this subsection shall be made in a single lump sum, by a rollover or transfer of pre-tax funds described in Sections 10.03 and 10.04 of this Plan, a lump sum payment of after-tax funds,

after-tax payroll deductions, or any other method established by the Board, subject to any limitations included in the Adoption Agreement or any Addendum thereto.

(e) For purposes of this Section, the amount of "interest" shall be determined as of the date that the withdrawal under this Section is made, and the amount of interest shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

Section 13.04. Cessation of Contributions Without Penalty. The Employer may provide in the Adoption Agreement that Participants who have met certain retirement benefit eligibility requirements shall no longer be required to make contributions to the Plan. Effective on or after October 1, 2016, Participants who are receiving an In-Service Distribution or who are otherwise receiving Retirement benefits while employed with the Adopting Employer shall not be required to make contributions to the Plan.

Section 13.05. Continued Contributions During Leave of Absence. Subject to the applicable limits of Code Section 415, if the terms of an authorized leave of absence permit the Participant to continue accumulating Credited Service during said leave of absence, the Participant shall be required to continue making Employee Contributions in the same amount and at the same rate as immediately prior to the commencement of the leave of absence.

Section 13.06. Return of Contributions Upon Failure to Exhaust.

(a) **Death of a Retired Participant.** If a Retired Participant elects the Option A form of benefit payment, and if upon the death of the Participant the sum of all benefits paid to the Participant does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference, less any amounts paid to the Retired Participant's surviving Spouse or to the Retired Participant's estate

pursuant to Section 8.12, shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Retired Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary predeceases the Participant, and 3) upon the death of the Retired Participant, the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary survives the Retired Participant and dies after such Beneficiary has begun receiving survivor benefit payments, and 3) the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee contributions plus interest posted thereon, said lump sum payment shall be paid to the Post-Retirement Beneficiary's designated beneficiary as defined in this subsection (a) or, if there is no such designated beneficiary, to the Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Retired Participant or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(b) In-Service Death of Participant Before Satisfying Pre-Retirement Death Benefit Eligibility Requirements; Death of Terminated Vested Participant Where No Terminated Vested Death Benefit Is Payable. If a Participant dies in the Service of an Adopting Employer before satisfying the eligibility requirements for an in-service death benefit, the Participant's Employee

Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. If a Terminated Vested Participant dies before Retirement and the Plan does not provide for Terminated Vested death benefits to be payable upon the death of such Participant, the Participant's Employee Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Participant and the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(c) Death of a Participant or Terminated Vested Participant After Satisfying Pre-Retirement Death Benefit Eligibility Requirements. The following provision shall apply in the event that a Participant or Terminated Vested Participant who has satisfied the eligibility requirements for a pre-retirement death benefit dies before Retirement, and payments are made to a Pre-Retirement Beneficiary under the Plan. In the event the sum of all pre-retirement benefits paid to a Pre-Retirement Beneficiary(ies) by virtue of the death of a Participant or Terminated Participant, as applicable, does not equal or exceed the amount of the Participant's or Terminated Participant's Employee Contributions plus interest posted thereon, a lump sum payment in the amount of the difference shall be paid to the Pre-Retirement Beneficiary's designated beneficiary as defined in this subsection (c), or if there is no such designated beneficiary, to the estate of the Pre-Retirement Beneficiary (or the designated beneficiary or estate of the last Pre-Retirement Beneficiary receiving payment, as applicable with respect to Plans that permit payment to multiple Pre-Retirement Beneficiaries). For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Pre-

Retirement Beneficiary and the term "surviving" shall mean surviving the Pre-Retirement Beneficiary by at least thirty-two (32) days.

(d) For purposes of this Section, the amount of "interest posted" shall be determined as of the date that the lump sum payment payable under this Section is distributed, and the amount of interest posted shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

ARTICLE XIV.

PENSION COMMITTEE

Section 14.01. Creation and Composition. There shall be a Pension Committee for each Adopting Employer. Unless otherwise specified in the Adoption Agreement, the Pension Committee shall be composed of the following:

For Municipal Corporations:

- (a) City Clerk and City Manager.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Three (3) appointed members of the Governing Authority.

For Other Adopting Employers:

- (a) Executive Director.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Four (4) appointed members of the Governing Authority.

Section 14.02. Responsibilities. The Pension Committee shall have the following responsibilities:

(a) In its dealings with GMEBS or its duly appointed representatives, the Pension Committee shall:

(1) Assure that accurate and complete information is furnished to GMEBS with respect to eligibility for participation, Total Credited Service, Earnings, and Final Average Earnings of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are designated as Eligible Employees in the Adoption Agreement.

(2) Assure the collection and remittance to GMEBS of all required Contributions (including Employee Contributions, if applicable).

(3) Collect, and furnish to GMEBS, in accordance with its rules and regulations, all reports, forms, and other records required or necessary to administer the Plan, including but not limited to completed applications for participation (if applicable), employee elections to participate (if participation is optional for a particular class), employee census reports reflecting information necessary to complete the annual plan valuation, completed pre-retirement beneficiary designation forms, completed leave of absence reports, and completed retirement applications (including disability retirement applications, if the Adopting Employer has elected in its Adoption Agreement to provide disability retirement benefits).

(4) Provide reasonable prior notice to GMEBS of any amendments that the Adopting Employer intends to make to the Adoption Agreement.

(5) Notify GMEBS of the termination of Participating Employees, and, if they are permitted in the Adoption Agreement to participate in the Plan, the vacation of office by elected or appointed members of the Governing Authority and Municipal Legal Officers. Said notification should indicate whether the Employee has been involuntarily

terminated without cause (see Section 9.04 concerning 5-year vesting for Employees involuntarily terminated without cause).

(6) Notify GMEBS when the Adopting Employer learns that an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary has been convicted of a public employment-related crime or other crime which could result in a reduction or forfeiture of benefits (see Section 9.06).

(7) If the Adopting Employer has elected in the Adoption Agreement to provide disability retirement benefits, notify GMEBS of determinations made by the Pension Committee with respect to disability (see Section 2.23(b)) or continuation of disability (see Section 6.06(e)).

(8) Notify GMEBS when the Adopting Employer learns of the death of an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant, or Beneficiary.

(b) In dealing with those persons participating or eligible to participate in the Plan, the Pension Committee shall:

(1) Be responsible for the enrollment of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement.

(2) Handle distribution of all reports, forms, or other plan-related materials to Participants, including but not limited to plan summary booklets and annual participant statements.

(3) Handle disputes between the Adopting Employer and Participants in all matters regarding the Plan and notify GMEBS of same.

(4) Handle and distribute as necessary any notices of eligibility, benefits, available options, and any other notices required by this Plan, Contract, or rules and regulations of GMEBS.

(5) Address Employee inquiries concerning eligibility for participation in the Plan, enrollment, eligibility for retirement, disability, and/or death benefits, benefit payment options, and other terms, conditions, and features of the Plan.

(c) The Pension Committee is not authorized to interpret the Basic Plan Document, or matters of State and federal law as they relate to interpretation of the Basic Plan Document. These matters are reserved for the sole discretion of the Board.

Section 14.03. Secretary. The Adopting Employer shall designate in the Adoption Agreement a Pension Committee Secretary who shall have full authority to represent the Pension Committee in all communications with GMEBS and the Adopting Employer's Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers.

Section 14.04. Legal Assistance. The City Attorney or other attorney appointed by the Governing Authority shall furnish legal advice to the Pension Committee with respect to the Plan and the Committee's assigned responsibilities hereunder.

Section 14.05. Plan Representative. The Adopting Employer shall designate in the Adoption Agreement an individual to serve as Plan Representative. The Plan Representative shall have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

ARTICLE XV.

BOARD OF TRUSTEES

Section 15.01. Definitions. As used in this Article, "Act" refers to the Act of the General Assembly creating the Board of Trustees of the Georgia Municipal Employees Benefit System (O.C.G.A. § 47-5-1 et seq., a copy of which is included in the Appendix hereto), as amended.

Section 15.02. Powers. The powers of the Board of Trustees as fixed by the Act are hereby incorporated as part of the Plan. The Adopting Employer agrees that, in the administration of the Plan, it will comply with all rules and regulations adopted by the Board of Trustees under its authority as granted by the Act.

Section 15.03. Composition and Election. The composition of the Board of Trustees and the election of its members shall be as provided by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.04. Officers. The election of officers by the Board of Trustees shall be conducted as may be prescribed by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.05. Notice of Elections. The Board of Trustees shall provide through its bylaws for the giving of notice of elections, notice of any vacancy on the Board, the method or manner in which votes may be cast, and any other matter necessary or incident to the election of members of the Board. The Board may also provide for a proxy vote, and may determine how, when, and in what manner voting by proxy may be had in accordance with the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.06. Voting. Each Adopting Employer shall be entitled to vote in any election or other matter placed before the membership as provided in the bylaws of the Board of Trustees.

Section 15.07. Voting Representative for the Adopting Employer. Unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, for the purpose of casting the Adopting Employer's vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving, each trustee shall be considered the official representative for the Employer for which the trustee serves as an elected or appointed member of the Governing Authority or Employee. For each other Adopting Employer, unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, the chief executive or chief administrative officer shall be the Adopting Employer's official representative for the purpose of casting its vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving.

Section 15.08. Qualified Public Accountant. The Administrator may engage on behalf of all Participants an independent qualified public accountant to conduct such an examination of any financial statements of the Plan, and of other books and records of the Plan, as the qualified public accountant may deem necessary to enable said accountant to form an opinion as to whether the financial statements and schedules required to be included in the annual report of the Plan are presented fairly in conformity with generally accepted accounting principles as applicable to a governmental plan, applied on a basis consistent with that of the preceding Plan Year and who shall perform such other services for the Plan as the Administrator may require.

Section 15.09. Fiduciary Insurance. The Board of Trustees may purchase fiduciary liability insurance for any of its fiduciaries, or for itself, to cover liability or losses occurring by reason of the act or omission of a fiduciary.

ARTICLE XVI.

GMEBS TRUST AGREEMENT

Section 16.01. General Provisions. The GMEBS Trust Agreement is the separate document for the establishment and administration of the Trust Fund. All contributions under the Plan shall be transferred to the Trust Fund to be held, managed, invested, and distributed as part of the Trust Fund by the Board in accordance with the provisions of the Plan and separate GMEBS Trust Agreement. At no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries shall any part of the corpus or income be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their beneficiaries, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination. In resolving any conflict between provisions of the Plan and provisions of the Trust, the provisions of the Plan shall control.

Section 16.02. Group Trust Participation.

(a) If the investment is otherwise a permitted investment under Chapters 5 and 20 of Title 47 of the O.C.G.A., the Board may, unless otherwise restricted by law, transfer all or any portion of the assets of the Trust to a collective or common group trust, as permitted under Revenue Ruling 81-100, as modified by Revenue Rulings 2004-67 and 2011-1 (or subsequent guidance), that is operated or maintained exclusively for the commingling and collective investment of monies, and in such case the group trust agreement shall be deemed adopted as

part of the GMEBS Defined Benefit Retirement Plan Trust Agreement without further action by the Board.

(b) The separate account maintained by the group trust for an Adopting Employer's Plan pursuant to subsection (a) above shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and beneficiaries of the Adopting Employer's Plan, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for an Adopting Employer's Plan shall be the fair market value of the portion of the group trust held for the Adopting Employer's Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE XVII.

CLAIMS AND LITIGATION

Section 17.01. Disputes. In the event of disagreement between a Participant and the Adopting Employer with respect to any rights, claims, or responsibilities under the Plan which cannot be resolved by the Pension Committee as provided under Article XV, the Participant may make an appeal regarding such rights, claims, or responsibilities to the Governing Authority. In the event that any such rights, claims, or responsibilities result in a suit or other legal action by a Participant or Beneficiary, such action shall be defended in the same manner as other suits against the Adopting Employer. Any legal action on behalf of the Adopting Employer with regard to the Plan shall be first authorized by the Governing Authority and shall be conducted in the manner prescribed by the Governing Authority. GMEBS shall have no responsibility to defend or pursue legal action arising under the Plan.

Section 17.02. Disputes involving Federal or State Law Compliance. In the event there is a dispute involving federal or state law compliance, between a Participant or Beneficiary and the Governing Authority or the Trustees, or between an Adopting Employer and the Trustees, GMEBS is a necessary party to any such dispute, or suit, settlement, or release arising therefrom.

Section 17.03. Failure to Act. GMEBS shall not be responsible for the failure of the Adopting Employers to perform any of their obligations under the Plan, including the duty to remit payments to GMEBS, to provide necessary records concerning Participants and their Earnings to GMEBS, or to perform any other functions required of the Adopting Employers by applicable law, the Basic Plan Document, the Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), the separate GMEBS Trust Agreement, or by the rules and regulations of GMEBS. To the extent permitted under state and federal law, each Adopting Employer shall indemnify and hold GMEBS harmless for any failure to pay, delay in payment or other errors in processing benefits pursuant to this Plan due to the Adopting Employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS for the purpose of administering the Plan.

ARTICLE XVIII.

AMENDMENT AND TERMINATION

Section 18.01. Amendment of the Plan by an Adopting Employer. The Governing Authority shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of its elections in the Adoption Agreement; provided, however, that no such amendment shall:

- (a) Reduce the previously Accrued Benefit of any Participant or Beneficiary; or,
- (b) Authorize or permit any part of the Trust Fund held by the Board to be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries; or,

(c) Operate to deprive any Participant or Beneficiary of any rights or benefits irrevocably Vested in said Participant or Beneficiary under the Plan prior to such amendment, except that the Governing Authority may make any and all changes or modifications to the Adoption Agreement necessary to qualify the Plan or to keep the Plan qualified under the Internal Revenue Code and the regulations thereunder, or any amendment thereto.

Notwithstanding the foregoing, the Adopting Employer may amend the Adoption Agreement to the extent necessary to satisfy Code Section 415.

~~(d)~~ No amendment to an Adoption Agreement shall become effective until approved by the Administrator. In order to be approved by the Administrator, any amendment must comply with all applicable state and federal laws and the Basic Plan Document. If the Administrator does not approve an amendment, the Administrator shall continue to administer the Plan as if such amendment had not been made.

In no event may an Adopting Employer amend the Basic Plan Document or the GMEBS Trust Agreement separate document.

Section 18.02. Amendment of Plan by GMEBS.

(a) It is the intent of the Board that the Basic Plan Document, Adoption Agreement form and Addendum form (collectively referred to for purposes of this Section 18.02 as "Plan") shall be and remain qualified for tax purposes under the Code. The Administrator shall timely submit the Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMEBS Investment Fund.

(b) GMEBS will maintain a record of the Participating Employers, and GMEBS will make reasonable and diligent efforts to ensure that Adopting Employers have actually received and are aware of all Plan amendments and that such Adopting Employers adopt new documents

when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Board or the Provider, as directed by the Board, hereby reserves the right to amend the Plan without the consent of the Adopting Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Board approving such amendment shall be delivered to the Administrator and the Adopting Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Adopting Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) The Provider shall have the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers 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. In any event, any amendment prepared by the Provider and approved by the Board will be provided by the Administrator to Adopting Employers.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective on or after January 1, 2016, for any Adopting Employer as of either:

(1) 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 pre-approved plan, or

(2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments, such Adopting Employer shall execute a resolution to adopt any amendments that are approved by the Board after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Board approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

Section 18.03. Termination by Adopting Employer.

(a) The Adopting Employer expects the Plan to be continued indefinitely but, of necessity, reserves the right to terminate its Plan and Contributions thereunder at any time by action of the Governing Authority, subject to the Administrator's approval. Such termination shall be accomplished by the adoption of an ordinance or resolution (as applicable) by the Governing Authority terminating the Plan. Such ordinance or resolution (as applicable) shall conform to the rules and regulations of the Board governing Plan termination to the extent they are consistent with this provision.

(b) Upon full or partial termination or a complete discontinuance of Employer contributions, all affected Eligible Employees shall be deemed to be Participants, and the Accrued Benefits of such Participants shall be Vested to the extent funded required by federal law. The Pension Committee shall notify Participants, Terminated Vested Participants, Retired Participants, and Beneficiaries of the full termination of the Plan, and shall provide a copy of such notice and the names and addresses of the persons notified to the Administrator.

(c) Upon termination, the Adopting Employer shall provide to the Administrator current Participant information necessary to calculate Accrued Benefits. Upon receipt of such information, the Administrator shall prepare a list of all the Adopting Employer's Participants, Retired Participants, Terminated Vested Participants, and Beneficiaries, showing for each the present value of each individual's Accrued Benefit, as determined by the GMEBS Actuary as of the date of termination.

(d) The Administrator, in accordance with the Board's current rules and regulations, and with generally accepted accounting practices, shall determine the value of the Adopting Employer's Trust Fund as of the termination date. All mandatory Employee Contributions, if any, plus interest, and all Contributions made to purchase service credit, if any, plus any applicable interest, shall be paid from the Trust Fund to the Participants, to the extent of available Trust Fund assets. The Administrator shall then deduct from the Trust Fund a termination fee established by GMEBS for services provided in terminating the Plan. The Administrator, pursuant to the Board's rules and regulations, shall then allocate the remaining assets for distribution of the present value of Accrued Benefits in lump sums to the classes listed below. The benefits of each class shall be satisfied before proceeding to the next class. If at any time the remaining Plan assets would be insufficient to provide the present value of Accrued Benefits for the class in question, the remaining assets shall be applied on a pro rata basis within that class, and all subsequent classes shall receive no benefit. The pro rata allocation referred to above will be determined based upon the comparative value of each class member's Accrued Benefit (present value expressed in a lump sum) when measured against the lump sum present value of Accrued Benefits for the class as a whole.

CLASS A – Retired Participants or Beneficiaries who are receiving payments as of the termination date.

CLASS B – Participants delaying Retirement beyond the Normal Retirement Date.

CLASS C – Participants eligible for Early Retirement.

CLASS D – Other Participants, terminated or active, who have met the requirements for vesting as of the termination date.

CLASS E – All other Participants on a pro rata basis. Payment of benefits to Retired Participants, Beneficiaries, and Participants by the Administrator as a result of a Plan termination shall be limited solely to the assets available in the Trust Fund.

(e) Any reversion of excess assets is only permitted if the excess assets resulted from an erroneous actuarial computation, following the use of acceptable actuarial procedures using reasonable assumptions as to interest and mortality pursuant to Treasury Regulation § 1.401-2(b)(1). In its termination ordinance, the Governing Authority shall instruct the Administrator as to the distribution of excess assets, if any, remaining after the satisfaction of Accrued Benefits for the classes enumerated herein. In the absence of such instructions, any excess assets shall be distributed to the Adopting Employer.

(f) Upon distribution of the assets as specified above, the Adoption Agreement, Basic Plan Document, and the separate GMEBS Trust Agreement shall be regarded as terminated as to that Adopting Employer and no Participant or Beneficiary shall have any further rights or claim herein.

Section 18.04. Amendment of the Plan to Transfer Assets; Termination of Contract.

(a) The Adopting Employer may amend the Adoption Agreement by ordinance or resolution (as applicable) so as to provide for the transfer of assets to a successor trustee and to terminate the existing Contract between the Adopting Employer and the Board. Any such ordinance or resolution shall comply with Section 18.01 and with the requirements of the rules and regulations of the Board regarding amendment and transfer of Plan assets, to the extent they are consistent with this Section.

(b) In addition to other requirements, such ordinance or resolution shall:

(1) Designate a new trustee or trustees to replace the Board;

(2) Establish a month-end termination date, which shall be used for purposes of valuing the Adopting Employer's Trust Fund assets and which shall be fixed by the Administrator, taking into account the time reasonably required to liquidate GMEBS Retirement Trust Fund assets (if necessary) for purposes of the termination and transfer, the impact of the termination on the financial integrity of the Retirement System, and the time reasonably required for GMEBS and the terminating Employer to complete necessary administrative tasks associated with the termination. The termination date will be no earlier than forty-five (45) days after the Adopting Employer provides written notice to the Administrator of its intent to terminate;

(3) Provide that after the established termination date, GMEBS shall have no further responsibility or obligation to administer the terminating Employer's retirement plan, except as otherwise agreed and provided for by GMEBS and the terminating Employer in the ordinance or resolution;

(4) Provide that the value of assets of the Adopting Employer's Trust Fund as of the established termination date shall be determined based upon the value of the Adopting Employer's Trust Fund as reflected in the unaudited financial statements for the GMEBS Retirement Trust Fund as of the established termination date, subject to verification and reconciliation against the most recent GMEBS Retirement Trust Fund audit coinciding with or following the termination date.

(5) Provide for the transfer of assets held in the Adopting Employer's Trust Fund to the successor trustee as follows:

(A) that no transfer shall take place until a successor Code Section 401(a) retirement plan and trust document have been adopted by the Adopting Employer and furnished to GMEBS, together with a current IRS determination letter or an opinion letter from an attorney confirming that the successor retirement plan is tax qualified under Code Section 401(a);

(B) that as soon as reasonably practicable after the established termination date, the Administrator will make an initial transfer to the successor trustee of an amount to be determined by the Administrator in its sole discretion, but in no event more than eighty-five percent (85%) of the value of the Adopting Employer's Trust Fund, as reflected in the then most recently completed unaudited monthly financial statement for the GMEBS Retirement Trust Fund; and that prior to the completion of the initial transfer, the Administrator shall deduct from the Adopting Employer's Trust Fund a termination fee established by GMEBS for services provided in effecting the termination of the Adopting

Employer's participation in GMEBS and the transfer of assets to the successor trustee;

(C) that as soon as reasonably practicable after completion of the GMEBS Retirement Fund unaudited financial statement for the month including the established termination date, the Administrator will make a second transfer to the successor trustee in an amount equal to the remainder of the Adopting Employer's Trust Fund assets, if any; and that in any event distribution of assets to the successor trustee shall be completed within the time limits specified in the separate GMEBS Trust Agreement;

(D) that after the established termination date, any funds remaining in the Adopting Employer's Trust Fund shall not share in the gains or losses of the GMEBS Retirement Trust Fund, notwithstanding any provision of the GMEBS Basic Plan Document or separate GMEBS Trust Agreement to the contrary; and that any investment gains or losses that would otherwise be credited to or debited from the Adopting Employer's Trust Fund after the established termination date shall not be taken into account. Rather, after the established termination date through completion of the transfer of assets, any amount remaining in the Adopting Employer's Trust Fund shall earn interest at the same rate as the GMEBS active cash management account which shall be credited monthly until the transfer of assets is completed; and,

(E) that if the audit of the GMEBS Retirement Trust Fund for the year including the established termination date reflects that the value of the Adopting Employer's Trust Fund on the termination date was understated or overstated in

the unaudited financial statement relied upon, then GMEBS or the Adopting Employer shall remit to the other the amount of any overpayment or underpayment, unless said amount is less than One Thousand Dollars (\$1,000). Such remittance shall be made in a lump sum with interest. Said interest shall be calculated at the same rate as the GMEBS active cash management account and credited monthly as of the last day of each month following the established termination date up until the date of the remittance.

(6) Provide that the assets of the Plan will continue to be held by the successor trustee for the exclusive benefit of Participants and Beneficiaries.

(7) State that the existing retirement rights of Employees, Participants, and Beneficiaries shall not be impaired.

(8) Provide that upon completion of the transfer of assets, the GMEBS Board of Trustees shall have no further fiduciary responsibility for investment of the Adopting Employer's Trust Fund assets or payment of liabilities, and the Adopting Employer's Contract and participation under the separate GMEBS Trust Agreement and Trust Fund shall be considered terminated.

(9) Provide that, to the extent permitted by federal, state or local law, the Adopting Employer agrees to indemnify the Board of Trustees and the Administrator from and against any loss, liability or claim arising out of the Employer's maintenance of the Plan from and after the date of the final transfer of assets.

(10) Provide that the surviving plan must provide each Participant on whose behalf Plan assets are transferred a benefit equal to or greater than the benefit the Participant had accrued, if any, immediately before transfer of assets.

Section 18.05. Involuntary Termination.

(a) The Board may involuntarily terminate the Plan as to an Adopting Employer in the event of any of the following occurrences:

(1) Failure of the Employer to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner;

(2) Failure of the Adopting Employer to provide to GMEBS or respond to requests from GMEBS for information necessary for GMEBS to administer the Plan;

(3) Failure of the Adopting Employer to adequately fund the Plan in accordance with the GMEBS funding policy, or to adopt or abide by a funding action plan approved by the Board;

(4) Receipt of written notice from an Adopting Employer's Governing Authority of its intent to discontinue further Contributions;

(5) Insistence by the Employer on enforcing an amendment to the Adoption Agreement which the Board has disapproved; or

(6) Failure of the Adopting Employer to maintain qualification status under Code Sections 401(a) and 414(d).

(b) The rights, benefits, and entitlements under the Plan of any Participant, including those of the Participant's Beneficiary, any other provision of the Plan notwithstanding, before or after Retirement, death, or other termination of employment shall, upon the failure of the Adopting Employer to pay and to continue to pay its required Contributions, be limited as specified in this Article.

(c) In the event of an involuntary termination, the GMEBS Board may in its sole discretion adopt a resolution providing for: (i) designation of the members of the Employer's Governing Authority as successor trustees for the Plan; (ii) designation of a person or entity other than the Employer's Governing Authority as successor trustee for the Plan; or (iii) outright termination of the Plan and distribution of assets to Participants and Beneficiaries. The specific terms and conditions associated with involuntary termination shall be as provided in the Board resolution. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability arising from the exercise of its discretion as provided herein.

(d) The Administrator shall notify the Governing Authority, Participants, and Beneficiaries in writing of an involuntary termination and the reasons therefor. Said notice shall also fix a termination date. Upon the request of the Administrator, the Employer shall within a reasonable period provide the Administrator with the last known addresses of Participants and Beneficiaries for this purpose. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability for non-compliance with this paragraph arising from the failure of the Employer to provide such information to the Administrator.

(e) The Administrator shall determine the value of the Adopting Employer's Trust Fund as of the termination date in accordance with the procedures described in Section 18.05(b)(4) of this Article. The Board shall deduct from the Trust Fund a termination fee established by GMEBS for services provided in effecting termination of the Adopting Employer's participation in GMEBS.

(f) Successor Trustee.

(1) Governing Authority as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates the members of the Employer's

Governing Authority as successor trustees, the Adopting Employer shall be obligated to furnish GMEBS with a successor retirement plan and related documents as provided in Section 18.04(b)(5)(A). Distribution of assets to the Governing Authority or to a designee specified by the Governing Authority in writing, as successor trustee, shall then occur in accordance with the transfer procedures described in Section 18.04(b)(5). Payment of benefits to Retired Participants and Beneficiaries shall become the responsibility of the Governing Authority, as successor trustees, as of the termination date, except as otherwise provided in the Board's termination resolution.

(2) Other Entity as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates a successor trustee other than the members of the Employer's Governing Authority, distribution of assets to the successor trustee shall occur in accordance with the transfer procedures described in Section 18.04(b)(5) upon the Board's receipt of retirement plan and related documents as described in Section 18.04(b)(5)(A), and any other information reasonably requested by the Board. Payment of benefits to the Retired Participants and Beneficiaries shall become the responsibility of the successor trustee as of the termination date, except as otherwise provided in the Board's termination resolution.

(3) Termination without Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution terminates the Employer's Plan outright, the assets of the Employer's Trust Fund will not be transferred to a successor trustee, but will be distributed to Participants and Beneficiaries in accordance with and subject to the termination provisions of Section 18.03(b)-(f), except as otherwise provided in this subsection. The Employer shall provide current Participant information necessary to

calculate Accrued Benefits as required under Section 18.03(c), within a reasonable period after the Administrator's request for such information. Any excess assets remaining after satisfaction of Accrued Benefits and payment of the termination fee shall be distributed to the Employer.

(g) Freezing of Benefit Accruals. In the event of an Employer's failure to pay required Contributions, the GMEBS Board may by resolution freeze benefit accruals under the Employer's Plan, as an alternative to involuntary termination. If the Board adopts such a resolution, the Employer's Plan must continue to be maintained as a qualified plan and the Employer will be responsible for funding benefits as determined under the frozen Plan's provisions. The Board's resolution to freeze benefit accruals shall specify the extent to which Service and Earnings after the freeze date will or will not be counted for purposes of computing the amount of benefits payable under the Plan, and for purposes of meeting the minimum service requirements for vesting and benefit eligibility under the Plan. The resolution shall also specify the conditions for recommencing benefit accruals under the Plan. The resolution may also provide that, in the event of an Employer's continued failure to pay required Contributions, the Employer's Plan will be terminated outright as of a date certain or upon the Board's adoption of a resolution providing for outright termination, consistent with the provisions of subsection (f)(3).

(h) The Board in its discretion may require an Employer to obtain appropriate IRS approval of the qualified status of the terminating Plan or a successor plan.

(i) In the event that an Adopting Employer fails to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or the separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner,

the Board may in its sole discretion pursue any other legal or equitable means that it deems appropriate, including the filing of a writ of mandamus, to facilitate such compliance.

Section 18.06. Termination of the Basic Plan Document by the Board. The Board reserves the right to completely terminate the Basic Plan Document and the separate GMEBS Trust Agreement. In such an event, the provisions of Section 18.03 shall be applied to each Adopting Employer.

ARTICLE XIX.

NON-ALIENATION OF BENEFITS

(a) None of the benefits, payments, proceeds, or distributions payable under the Plan shall be subject to the claim of any creditor of any Participant or to the claim of any creditor of any Beneficiary hereunder, or to any legal process of levy or attachment by any creditor of any such Participant or Beneficiary; and no such benefits shall be in any manner liable for or subject to the debts, liabilities, engagements, or torts of any Participant or Beneficiary; and neither shall any such Participant or Beneficiary have any right to alienate, commute, anticipate, transfer, encumber, pledge, or assign any of the benefits, payments, proceeds, or distributions under this Plan.

(b) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment to the Adopting Employer or GMEBS on behalf of a Retired Participant for the limited purpose of paying for a contribution or premium for a post retirement benefit offered by the Adopting Employer or GMEBS, if the Retired Participant elects to have such deduction and direct payment made. An election by the Retired Participant for such deduction and direct payment may be revoked at any time.

(c) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment on behalf of a Retired Participant as provided under Section 845(a)(4)(D) of the Pension Protection Act of 2006 in its current form or as amended, and as interpreted by the Internal Revenue Service, for the limited purpose of paying premiums for coverage for an eligible retired public safety officer, the Participant's spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract as defined in Section 7702B(b) of Title 26 of the United States Code, if the Retired Participant elects to have such deduction and direct payment made. An election by a Retired Participant for such deduction and direct payment may be revoked at any time.

ARTICLE XX.

MISCELLANEOUS

Section 20.01. Construction.

(a) Words used in this Plan in the singular or plural shall be construed as being in the plural or singular where appropriate.

(b) The Plan shall be construed, enforced, and administered and the validity thereof determined in accordance with the Code, and, when not inconsistent with the Code, the laws of the State of Georgia and the bylaws of the Board.

(c) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute a qualified governmental retirement plan under the provisions of Code Sections 401 and 414(d) and the Trust as exempt from tax under Code Sections 501 and 115, and (ii) causes the Plan to comply with all applicable requirements of the Code and federal law shall prevail over any different interpretation.

(d) In resolving any conflict between the Plan and any policy or contract issued under the Plan, the provisions of the Plan shall prevail.

(e) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(f) The terms of this Basic Plan Document shall control except as otherwise provided in an Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), as accepted by or on behalf of the GMEBS Board, in which case the terms of the Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement) shall control.

(g) Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(1) as conferring upon any Participant, beneficiary, or any other person a right or claim against the GMEBS Investment Fund, the Trust Fund, the Trustees, the Adopting Employer, or the Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(2) as a contract or Agreement between the Adopting Employer and any Participant or other person;

(3) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Adopting Employer or any Participant or other person to continue or terminate the employment relationship at any time; or

(4) as giving any Participant the right to be retained in the service of the Adopting Employer or to interfere with the right of the Adopting Employer to discharge any Participant or other person at any time.

Section 20.02. Non-Diversion.

(a) The assets of the Plan shall never inure to the benefit of an Adopting Employer and shall be held for the exclusive purposes of providing benefits to Participants in the Plan and their beneficiaries and defraying reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, except in the case of a contribution which is made by an Adopting Employer under a mistake of fact as determined solely by the Administrator. Such contribution shall be returned to the Adopting Employer, upon demand, and shall be reduced for any loss incurred but unadjusted for any gains earned during the time the mistaken contribution was part of the Trust Fund.

(b) Trust assets shall be managed in compliance with Code Section 503(b).

Section 20.03. Legally Incompetent; Power of Attorney. Any Participant, Retired Participant, Terminated Vested Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of such person's estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment, provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under

the Plan. No person may act as an attorney-in-fact for an Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney-in-fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

Section 20.04. Benefits Supported Only by Trust Fund. Any person having any claim under the Plan shall look solely to the assets of the Trust Fund for satisfaction. In no event shall the Adopting Employer, or any of its employees or agents, be liable in their individual capacities to any person whomsoever, under the provisions of the Plan or of the separate GMEBS Trust Agreement.

Section 20.05. Non-Discrimination. The Adopting Employer, through the Pension Committee, shall administer the Plan in a uniform and consistent manner with respect to all Participants.

Section 20.06. Limitation of Liability; Legal Actions.

(a) It is expressly understood and agreed by each Employee who becomes a Participant hereunder that, except for willful neglect or fraud, neither the Adopting Employer, the Plan Representative, nor the Board of Trustees shall be in any way subject to any suit or litigation, or to any legal liability, for any cause or reason or thing whatsoever, in connection with the Plan or its operation, and each such Participant hereby releases the Adopting Employer,

all its employees and agents, the Plan Representative, and the Board of Trustees from any and all liability or obligation.

(b) The Adopting Employer and the Plan Representative shall be the only necessary parties to any action or proceeding involving any rights under the Plan or the proper administration thereof, and no Participant, Beneficiary, or other persons having or claiming to have an interest in the Plan shall be entitled to any notice of process. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have an interest in the Plan.

Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. Any person or a group of persons may serve in more than one (1) fiduciary capacity with respect to the Plan.

Section 20.07. Claims. Any payment to a Participant or Beneficiary, or to their legal representatives, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Plan Representative or the Adopting Employer, either of which may require such Participant, Beneficiary, or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Representative or the Adopting Employer.

Section 20.08. Errors in Benefits.

(a) Effective upon issuance of an Internal Revenue Service favorable opinion letter which covers this provision, notwithstanding any provision in this Section 20.08 to the contrary, any action upon an underpayment or overpayment shall be brought within six (6) years after the

same becomes due and payable. Likewise, GMEBS shall not be required to correct any underpayment or overpayment more than six (6) years after said underpayment or overpayment occurred.

(b) Underpayments. Any underpayments from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative errors shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. Underpayments shall be made up from the Adopting Employer's Trust Fund. Effective with respect to underpayments corrected on or after January 1, 2017, in the event a Retired Participant, Pre-Retirement Beneficiary or Post-Retirement Beneficiary to whom a corrective payment is due dies before such payment is made, said corrective payment shall be paid to such Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's designated beneficiary, as defined in this subsection (b) or, if there is no such designated beneficiary, to the deceased Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of such Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(c) Overpayments. In the event of an overpayment from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative error, the following provisions shall apply:

(1) Corrective Amendment Option. In the event of an overpayment that is due to misapplication of the terms of the Plan, the Adopting Employer may be provided the opportunity to amend its Adoption Agreement (a "Corrective Amendment") in order to provide for such overpayment to be permissible under the terms of the plan, but only if the Corrective Amendment is consistent with the circumstances resulting in the overpayment and with the Basic Plan Document, as determined by the Administrator. The Corrective Amendment may be effective either retroactively only, or both retroactively and prospectively.

(2) Determination of Reasonableness of Collection from Retired Participants or Beneficiaries. In the event that the Adopting Employer does not adopt a Corrective Amendment, or that the circumstances resulting in the overpayment or the Basic Plan Document would not permit such an amendment, the Administrator and the Adopting Employer will consult in making a determination of whether collection of the overpayment (in full or in part) from a Retired Participant or Beneficiary is reasonable under the particular facts and circumstances involved. In their determination, the Administrator and the Adopting Employer shall consider (1) the hardship of collection on the Retired Participant or Beneficiary; (2) any legal impediments to collection; and (3) the potential risk of litigation if collection is pursued, in consultation with the affected Adopting Employer's counsel.

(3) Failure to Reach Agreement on Reasonableness of Collection. If the Administrator and the Adopting Employer cannot reach agreement within six (6) months as to whether collection of an overpayment from a Retired Participant or Beneficiary is

reasonable, the Board shall make this determination, considering the factors outlined above in paragraph (2).

(4) Collection Process. If a determination under this subsection is made that collection from the Retired Participant or Beneficiary is reasonable, the overpayment shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or, effective on and after January 1, 2014, such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. In collecting amounts of the overpayment (in full or in part), the Administrator shall have the discretion to use any of the following options: (i) single sum payments; (ii) installment payments; (iii) actuarial reduction of future Retirement payments; or (iv) deductions from Retirement payments. Retirement payment deductions shall not exceed fifty percent (50%) of the amount of payment from which the deduction is made.

(5) Corrective Payment by Adopting Employer. If full collection of an overpayment is not achieved, either because of a determination that full collection from the Retired Participant or Beneficiary is not reasonable, or because efforts at collection do not result in a full collection of the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any uncollected overpayment, including interest as calculated under paragraph (4) ("corrective contribution"). Any corrective contribution by a Participating Employer must be made at the same time that the next regular employer contribution is due under the Plan. In the event employer contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(6) Alternative Correction Approach. If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

(d) Overpayments Due to Delay in Notification of Death of Participant or Beneficiary.

(1) In the event that GMEBS makes a payment to a Retired Participant or to a beneficiary following the death of such Participant or beneficiary, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover said overpayment for a period of 60 days after receiving notice from the Adopting Employer of the Participant's or beneficiary's death. If after 60 days from the date on which GMEBS receives notice of the Participant's or beneficiary's death, GMEBS is unable to recover the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any such uncollected overpayment, including interest as calculated under paragraph (c)(4) above ("corrective contribution"). Any corrective contribution by an Adopting Employer must be made at the same time that the next regular Employer Contribution is due under the Plan. In the event Employer Contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(2) If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS Board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

Section 20.09. Notice. Any notice given under the Plan shall be sufficient if given to: (1) the Board if addressed to the Administrator at its office; (2) the Adopting Employer if addressed to the address of the Governing Authority indicated in the Adoption Agreement; or (3) a Participant or Beneficiary, when addressed to the Participant at the Participant's address as it appears in the records of the Administrator or the Adopting Employer.

Section 20.10. Right of Recovery. If the Administrator makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator may recover that incorrect payment, whether or not it was made due to the error of the Administrator, from the person to whom it was made, or from any other appropriate party. If any such incorrect payment is made directly to a Participant, the provisions of Section 20.08 apply.

Section 20.11. Evidence of Action. All ordinances, resolutions, forms, orders, requests, documents and instructions provided to the Administrator by an Adopting Employer or by any duly authorized representative (e.g., Plan Representative or Pension Committee Secretary), shall

be in writing and the Administrator shall be fully protected in acting in accordance with such ordinances, resolutions, forms, orders, requests, documents and instructions.

Section 20.12. Reliance. The Administrator or Board shall not incur any liability in acting upon any notice, request, signed letter, telegram, form, or other paper or document believed by the Administrator or Board to be genuine or to be executed or sent by an authorized person.

Section 20.13. Information to Administrator. As a condition precedent to GMEBS's administration of the Plan, the Adopting Employer shall provide current information to the Administrator including but not limited to the name, date of birth, date of employment, Enrollment Date, annual Earnings, leaves of absences, Vesting eligibility, Credited Service and Termination date for each Eligible Employee who is or who is expected to become a Participant under the Plan, together with any other information which the Administrator deems necessary. The information provided by the Adopting Employer to the Administrator shall be conclusive as to all persons.

Section 20.14. Participant Data to Administrator. Each Participant and each Beneficiary of a deceased Participant, as applicable, must provide the Administrator any evidence, data or other information as requested by the Administrator for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant furnishes promptly full, true and complete evidence, data and information when requested by the Administrator. The Administrator shall advise each Participant of the effect of the failure to comply with its request.

Section 20.15. Treatment of Vacated Court Orders. Notwithstanding any provision to the contrary, a period of employment that was compelled by court order which was

subsequently vacated, reversed, or otherwise set aside shall not count as Credited Service under the Plan, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. Likewise, Earnings paid to a Participant during any such period shall not be used to compute the Participant's Final Average Earnings, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. In the event such a Participant Retires before the order compelling the Participant's reinstatement is vacated, reversed, or otherwise set aside, the Participant's Credited Service and Final Average Earnings shall be revised following such reversal, vacation or otherwise setting aside of the Participant's reinstatement, and the Participant's Retirement benefits shall be recalculated and adjusted accordingly, effective the first day of the month following such action. Any overpayments to the Participant resulting from including Credited Service and Earnings from any such period or partial period of employment during which the Participant did not satisfy the eligibility requirements for participation under the Plan shall be corrected in accordance with Section 20.08 of the Basic Plan Document.

Section 20.16. Entire Plan. The Plan document and the documents incorporated by reference herein shall constitute the only legally governing documents for the Plan. No statement by the Trustees, Adopting Employer, or Administrator shall be used in any claim unless in writing, signed by the party against whom the claim is being made.

The terms of the foregoing Basic Defined Benefit Plan Document are hereby adopted and agreed to pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System.

APPENDIX
REFERENCED SECTIONS OF O.C.G.A.

Copies of sections of the Official Code of Georgia Annotated ("O.C.G.A.") referenced herein, as in effect on the date of adoption of this amended and restated Basic Plan Document, are attached hereto and made a part hereof. The Georgia legislature may amend the provisions of the attached O.C.G.A. sections from time to time. Any such amendments by the Georgia legislature are afforded no reliance by the currently issued IRS opinion letter.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider the First Reading of Ordinance 711, an Annexation Request submitted by Mr. Carson Smith.

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

FACTS AND ISSUES:

Request to annex and rezone a 0.854 +/- acre tract of land known as 6300 Jones Road and described as tax parcel identification number 08118 001015, from Hall County Vacation Cottage to Flowery Branch Traditional Neighborhood District

If annexed, it is requested to rezone the 21.446 +/- acres of the incorporated portion of land known as 6300 Jones Road, 6294 Jones Road, 6290 Jones Road, 6258 Jones Road, 6246 Jones Road, 6249 Jones Road and described as tax parcel identification number 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F from Agricultural District (A) and Residential Multi-Family District (R-3) to Traditional Neighborhood Development (TND).

It is staff's opinion that the proposal should not be approved considering the overwhelming traffic on Mitchell St will be caused by the proposed development.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Deny annexation ordinance no. 711

SAMPLE MOTION:

I make a motion to Deny Ordinance 711.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Annexation Application.pdf](#)
- [Variance Application.pdf](#)
- [letter to county.pdf](#)
- [letter to schools.pdf](#)
- [Site Map of Property to Annexed and Rezoned.pdf](#)
- [Staff Report 6300 Jones Rd.pdf](#)
- [Ordinance 711 Annexation to Carson Smith at 6700 Jones Rd TB edits 3 28 24.pdf](#)



ANNEXATION APPLICATION

Date: November 22, 2023

Address of Request:

6300 Jones Road, Flowery Branch, GA 30542

Submitted to the City Clerk per The Flowery Branch Code of Ordinances;
Appendix C, "Zoning Ordinance", Article 44; Section 44.4 on

City Clerk Signature

Shirley Cooper

Applicant Information

Name: H Carson Smith IV

Address: 4474 Commerce Drive, Buford, GA 30518

E-mail address: carson@hcarsonsmithpc.com

Phone number: 678-207-7958

Signature: _____

[Signature]

Property owner information (if different than the applicant)

Property owner (please print): Elizabeth Ann Jones and the Estate of Mary S. Jones

Signature of property owner: _____

Elizabeth Ann Jones

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE from said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

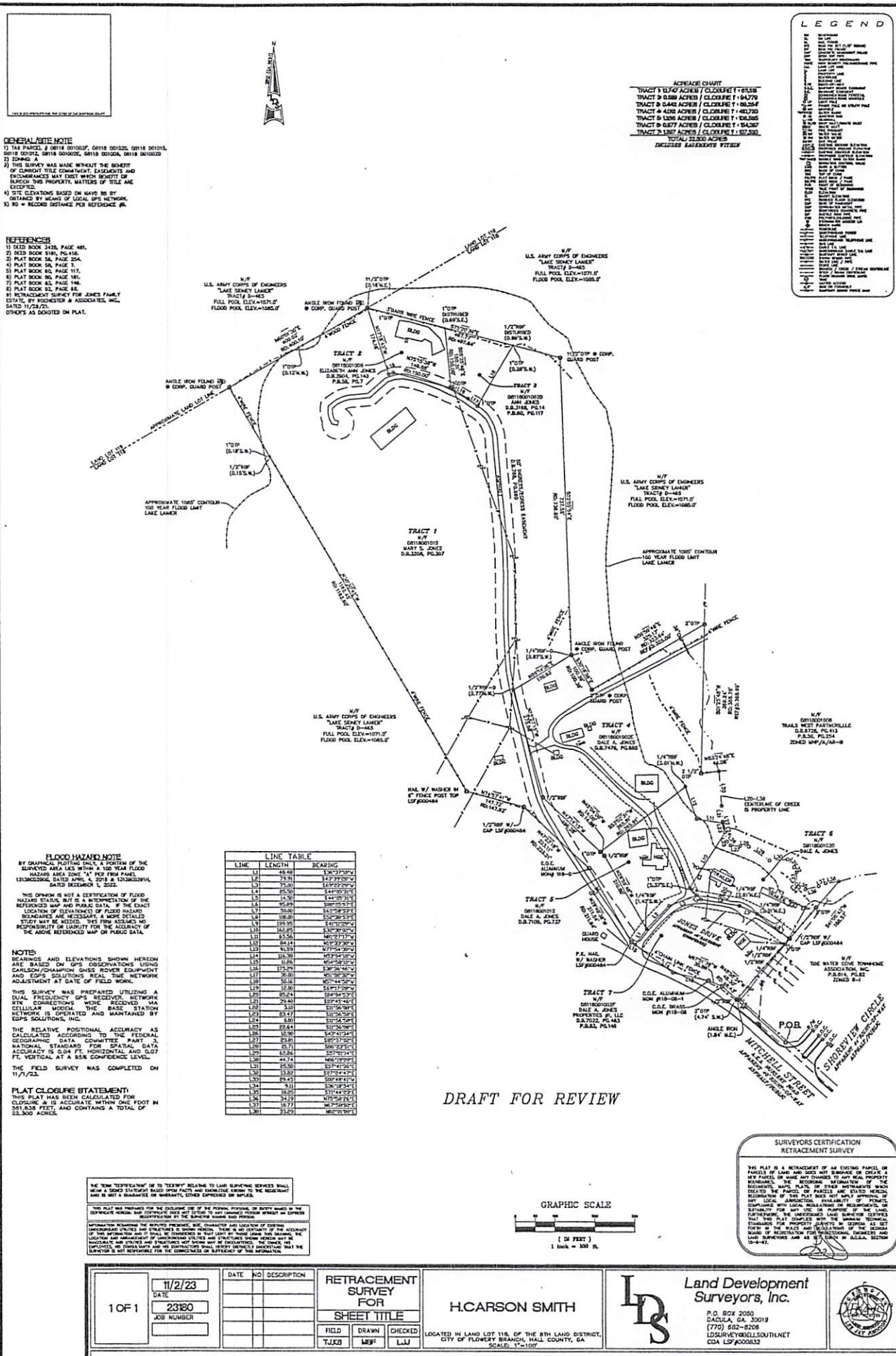
THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

SURVEY MAP



PORTION OF PROPERTY TO BE ANNEXED

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1; THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.

LEGEND

- IPF = IRON PIN FOUND
- IPS = 1/2" REBAR PIN SET
- LL = LAND LOT
- LLL = LAND LOT LINE
- P = PROPERTY LINE
- C = CENTERLINE
- B = BUILDING LINE
- R/W = RIGHT-OF-WAY
- SSE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
- MH = MANHOLE
- CB = CATCH BASIN
- JB = JUNCTION BOX
- HW = HEADWALL
- DI = DROP INLET
- PP = POWER/UTILITY POLE
- FH = FIRE HYDRANT
- IE = INVERT ELEVATION
- FFE = FINISHED FLOOR ELEVATION
- BOC = BACK OF CURB
- EP = EDGE OF PAVEMENT
- S = SANITARY SEWER LINE/PIPE
- SS = STORM SEWER LINE/PIPE
- X-X-X- = FENCE LINE
- = FLOOD HAZARD ZONE LINE
- N/F = NOW OR FORMERLY
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING

GENERAL/SITE NOTE

- 1) TAX PARCEL # 08118 001015
- 2) ZONING: A
- 3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT, EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED.
- 4) SITE ELEVATIONS BASED ON NAVD 88 BY OBTAINED BY MEANS OF LOCAL GPS NETWORK.
- 5) RD = RECORD DISTANCE PER REFERENCE #9.



REFERENCES

- 1) DEED BOOK 3428, PAGE 481.
- 2) DEED BOOK 5181, PG.456.
- 3) PLAT BOOK 56, PAGE 254.
- 4) PLAT BOOK 58, PAGE 7.
- 5) PLAT BOOK 60, PAGE 117.
- 6) PLAT BOOK 80, PAGE 181.
- 7) PLAT BOOK 83, PAGE 148.
- 8) PLAT BOOK 92, PAGE 68.
- 9) RETRACEMENT SURVEY FOR JONES FAMILY ESTATE, BY ROCHESTER & ASSOCIATES, INC., DATED 11/28/21.

OTHER'S AS DENOTED ON PLAT.

FLOOD HAZARD NOTE

BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA ZONE "A" PER FIRM PANEL 13139C0290G, DATED APRIL 4, 2018 & 13139C0291H, DATED DECEMBER 1, 2022.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

NOTE:

BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING CARLSON/CHAMPION GNSS ROVER EQUIPMENT AND EGPS SOLUTIONS REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK.

THIS SURVEY WAS PREPARED UTILIZING A DUAL FREQUENCY GPS RECEIVER, NETWORK RTK CORRECTIONS WERE RECEIVED VIA CELLULAR MODEM. THE BASE STATION NETWORK IS OPERATED AND MAINTAINED BY EGPS SOLUTIONS, INC.

THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

THE FIELD SURVEY WAS COMPLETED ON 11/1/23.

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 118,192 FEET, AND CONTAINS A TOTAL OF 0.854 ACRES.

GRAPHIC SCALE



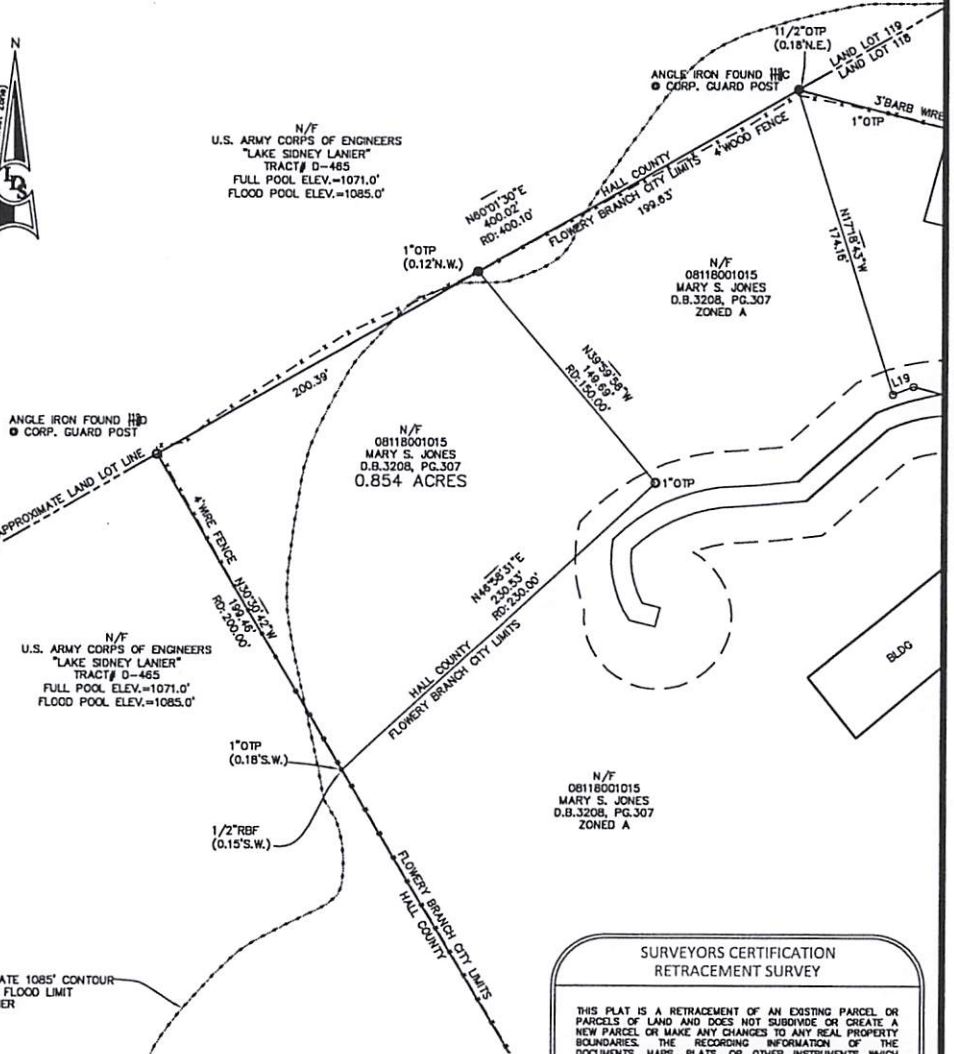
(IN FEET)

1 inch = 50 ft.

THE TERM "CERTIFICATION" OR TO "CERTIFY" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RETRIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE DISCOVERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINGUISHLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.



SURVEYORS CERTIFICATION RETRACEMENT SURVEY

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 COMPLES 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 15-8-67.

RETRACEMENT SURVEY FOR:

H. CARSON SMITH



**LAND DEVELOPMENT
SURVEYS, INC.**

P.O. BOX 2050
Dacula, GA 30019
(770) 682-8206
LDSURVEY@BELLSOUTH.NET
COA LSF#000832

Date: 12/4/23	Land Lot: 118	District: 8th
County: HALL COUNTY, GA Scale: 1"=50'		
Proj. Manager:	Drawn By: MSF	Checked By: LJJ
Job Number: 23180	File Number:	

Sheet No.

1 of 1

Property Owner List

Name/Address	Parcel Number
MARY S. JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001015
ELIZABETH ANN JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001009
ANN JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001002D
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001002E
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001012
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001020
DALE A. JONES PROPERTIES #1 LLC 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001002F



Property Information

Tax Map Number: 08118 001015

Current Zoning: V-C (Hall County) Total Acres:

Is this property contiguous to the city-limits of Flowery Branch? Yes

Proposed City of Flowery Branch Zoning: TND

Proposed City of Flowery Branch Character Area: Suburban Residential

Current Use: Vacant

Per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 36; Does this property potentially require a **DRI** (Development of Regional Impact) study? No

Voting Rights Act Information

Resident Population: 0 Housing Units: 0 Other Buildings: 0

Race Population %: White 0 Black 0 Hispanic 0 Other 0

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

- Legal description
- Current survey of property
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Zoning application
- Annexation $\geq$ 100 acres of land requires an official request to amend the character area and future land use map designation for the subject property
- Names and addresses of adjoining property owners
- Reasons for requesting annexation
- 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

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

N/A

N/A

Adjacent Property Owner List

Name/Address	Parcel Number
TRAILS WEST PARTNERS, LLC P.O. BOX 401 BUFORD, GA 30515	08118 001006
TIDE WATER COVE TOWNHOME ASSOCIATION INC c/o HOMESIDE PROPERTIES 2555 WESTSIDE PKWY. SUITE 600 ALPHARETTA, GA 30004	08118B000180
STARBOARD MARINA 6334 MITCHELL STREET FLOWERY BRANCH, GA 30542	08118 001002A
TIDE WATER COVE TOWNHOME ASSOCIATION INC c/o HOMESIDE PROPERTIES 2555 WESTSIDE PKWY. SUITE 600 ALPHARETTA, GA 30004	08118B000182
CHARLES DERRICK THOMPSON 6222 SHOREVIEW CIRCLE FLOWERY BRANCH, GA 30542	08118B000007
SHERLY A RUIZ HARVEY CHRISTOFER E 6224 SHOREVIEW CIRCLE FLOWERY BRANCH, GA 30542	08118B000006
CHARLES W WILSON, JR WILSON PATRICIA R 6226 SHOREVIEW CIRCLE FLOWERY BRANCH, GA 30542	08118B000005

COMBINED LETTER OF INTENT FOR
REZONING APPLICATION

H. Carson Smith, IV submits this Letter of Intent and attached Rezoning Application requesting the rezoning of an approximately 22.30-acre tract of land (the "Property") situated along Mitchell Street/Jones Road on behalf of the Property owners (the "Applicant"). The Property is currently zoned A (Agricultural District) and is located in the Suburban Residential Character according to the City of Flowery Branch Comprehensive Plan 2041 (the Comp Plan) Future Development Map. According to the City of Flowery Branch Zoning Map and the Hall County GIS Map, a small portion of the overall Property (the "Unincorporated Portion") lies within unincorporated Hall County. Accordingly, the Applicant submits the attached Rezoning application relative to the property which is currently located within the City of Flowery Branch and the attached Rezoning Applications related to the Unincorporated Portion (the "Applications").

The surrounding area is characterized by a diverse mixture of land uses including commercial, residential, and recreational uses. Specifically, the Property is adjacent to the Tide Water Cove townhome community, the Trails West Mobile Home Park, and the Hideaway Bay Marina with related commercial uses including boat and RV storage, automotive related uses, and the Fish Tales Lakeside Grille. The proposed development is compatible with the character of the surrounding area and would provide a high-quality residential development that would complement the mixed-use nature of the area.

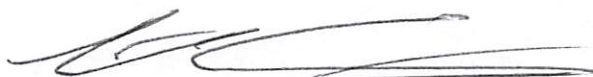
The Applicant proposes to develop the Property as a residential townhome community consisting of 144 attached residential townhomes. The proposed homes would include attractive building materials and architectural elements which are compatible with the character of the surrounding area. The facades of the homes would be constructed of brick, stone, cedar shake, fiber-cement siding, and/or board and batten as depicted in the building renderings submitted with the Applications. The proposed homes are all front-entry style units with two-car garages and would be accessed by internal streets and driveways. The proposed development would also include two main green space amenity areas for the use and enjoyment of residents including a larger centrally located

space or green and a smaller green space with a gazebo overlooking a small cove of Flowery Branch Bay. Additionally, the Flowery Branch Bay Park is located within convenient walking distance of the Property which would provide additional recreational opportunities for residents.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Flowery Branch of Community Development Department to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Applications filed herewith. The Applicant respectfully requests your approval of the Applications.

Furthermore, the applicant will dedicate all proceeds needed to upgrade Mitchell Street in compliance and compatible with the first portion of the road that has been recently upgraded from the roundabout to the first stop sign.

Respectfully submitted this 17th day of November 2023.

A handwritten signature in black ink, appearing to read 'H. Carson Smith IV', with a stylized, flowing script.

H. Carson Smith IV

September 10, 2022

Rich Atkinson
City of Flowery Branch
5410 W. Pine Street
Flowery Branch, GA 30542

Re: Authorization to Inspect Subject Property of Rezoning and Annexation Application

Dear Mr. Atkinson:

In accordance with the City's requirements for processing rezoning applications, the undersigned authorizes the City of Flowery Branch staff and City Council to inspect the subject property.

Sincerely yours,

By: Elizabeth Ann Jones
Name: Elizabeth Ann Jones
Title: Property Owner

K. Bowmar
EXP: 8-13-23



CONSTITUTIONAL OBJECTION

Based upon the above reasons, the applicant feels that this is a reasonable request and that action contradictory to the zoning request will constitute a taking of property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, and Article 1, Section 3, Paragraph 1 of the Constitution of Georgia, denying the owner viable use of its land.



VARIANCE APPLICATION

Address of Request:

6300 Jones Rd

Type of Variance Requested

Complete requirements for variances can be found in the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37;

Please verify all the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37, section 37.5 are being met.

Explain below:

Applicant: H Carson Smith IV

Address: 4474 Commerce Dr
Buford GA 30518

E-mail address: carson@hcarsonsmithpc.com

Phone number: 678-207-7958

Signature: 

Notary Seal:

Property Owner List

Name/Address	Parcel Number
MARY S. JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001015
ELIZABETH ANN JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001009
ANN JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001002D
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001002E
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001012
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001020
DALE A. JONES PROPERTIES #1 LLC 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001002F

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE from said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

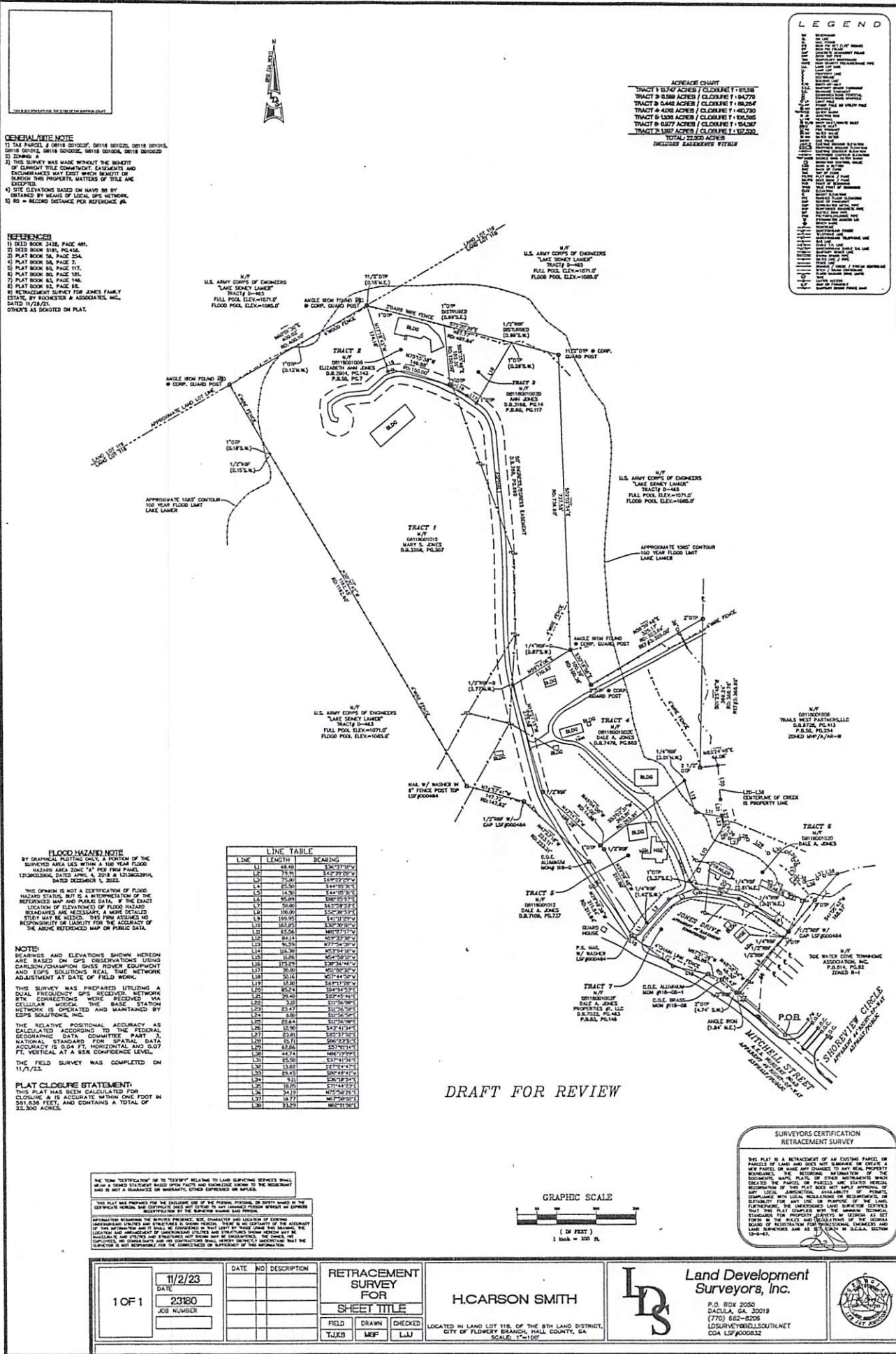
THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

SURVEY MAP



PORTION OF PROPERTY TO BE ANNEXED

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1; THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.

LEGEND

IPF = IRON PIN FOUND
 IPS = 1/2" REBAR PIN SET
 LL = LAND LOT
 LLL = LAND LOT LINE
 P = PROPERTY LINE
 C = CENTERLINE
 B = BUILDING LINE
 R/W = RIGHT-OF-WAY
 SSE = SANITARY SEWER EASEMENT
 DE = DRAINAGE EASEMENT
 MH = MANHOLE
 CB = CATCH BASIN
 JB = JUNCTION BOX
 HW = HEADWALL
 DI = DROP INLET
 PP = POWER/UTILITY POLE
 FH = FIRE HYDRANT
 IE = INVERT ELEVATION
 FFE = FINISHED FLOOR ELEVATION
 BOC = BACK OF CURB
 EP = EDGE OF PAVEMENT
 S = SANITARY SEWER LINE/PIPE
 SS = STORM SEWER LINE/PIPE
 X-X-X = FENCE LINE
 = FLOOD HAZARD ZONE LINE
 N/F = NOW OR FORMERLY
 POC = POINT OF COMMENCEMENT
 POB = POINT OF BEGINNING

GENERAL/SITE NOTE

- 1) TAX PARCEL # 08118 001015
- 2) ZONING: A
- 3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT, EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED.
- 4) SITE ELEVATIONS BASED ON NAVD 88 BY OBTAINED BY MEANS OF LOCAL GPS NETWORK.
- 5) RD = RECORD DISTANCE PER REFERENCE #.



REFERENCES

- 1) DEED BOOK 3428, PAGE 481.
- 2) DEED BOOK 5181, PG.456.
- 3) PLAT BOOK 56, PAGE 254.
- 4) PLAT BOOK 58, PAGE 7.
- 5) PLAT BOOK 60, PAGE 117.
- 6) PLAT BOOK 80, PAGE 181.
- 7) PLAT BOOK 83, PAGE 148.
- 8) PLAT BOOK 92, PAGE 88.
- 9) RETRACEMENT SURVEY FOR JONES FAMILY ESTATE, BY ROCHESTER & ASSOCIATES, INC., DATED 11/28/21.

OTHER'S AS DENOTED ON PLAT.

FLOOD HAZARD NOTE

BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA ZONE "A" PER FIRM PANEL 13139C0290G, DATED APRIL 4, 2018 & 13139C0291H, DATED DECEMBER 1, 2022.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

NOTE:

BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING CARLSON/CHAMPION GNSS ROVER EQUIPMENT AND EGPS SOLUTIONS' REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK.

THIS SURVEY WAS PREPARED UTILIZING A DUAL FREQUENCY GPS RECEIVER, NETWORK RTK CORRECTIONS WERE RECEIVED VIA CELLULAR MODEM. THE BASE STATION NETWORK IS OPERATED AND MAINTAINED BY EGPS SOLUTIONS, INC.

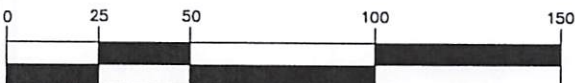
THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

THE FIELD SURVEY WAS COMPLETED ON 11/1/23.

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 118,192 FEET, AND CONTAINS A TOTAL OF 0.854 ACRES.

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

THE TERM "CERTIFICATION" OR TO "CERTIFY" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RETRIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINGUISHLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

N/F
 U.S. ARMY CORPS OF ENGINEERS
 "LAKE SIDNEY LANIER"
 TRACT# D-465
 FULL POOL ELEV.=1071.0'
 FLOOD POOL ELEV.=1085.0'

N/F
 08118001015
 MARY S. JONES
 D.B.3208, PG.307
 0.854 ACRES

N/F
 U.S. ARMY CORPS OF ENGINEERS
 "LAKE SIDNEY LANIER"
 TRACT# D-465
 FULL POOL ELEV.=1071.0'
 FLOOD POOL ELEV.=1085.0'

N/F
 08118001015
 MARY S. JONES
 D.B.3208, PG.307
 ZONED A

SURVEYORS CERTIFICATION RETRACEMENT SURVEY

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 COMPLES 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 15-6-87.

RETRACEMENT SURVEY FOR:

H. CARSON SMITH



LAND DEVELOPMENT
 SURVEYORS, INC.

P.O. BOX 2050
 Dacula, GA 30019
 (770) 682-8206
 LDSURV@BELL.SOUTH.NET
 GSA LSF000832

Date: 12/4/23 Land Lot: 118 District: 8th

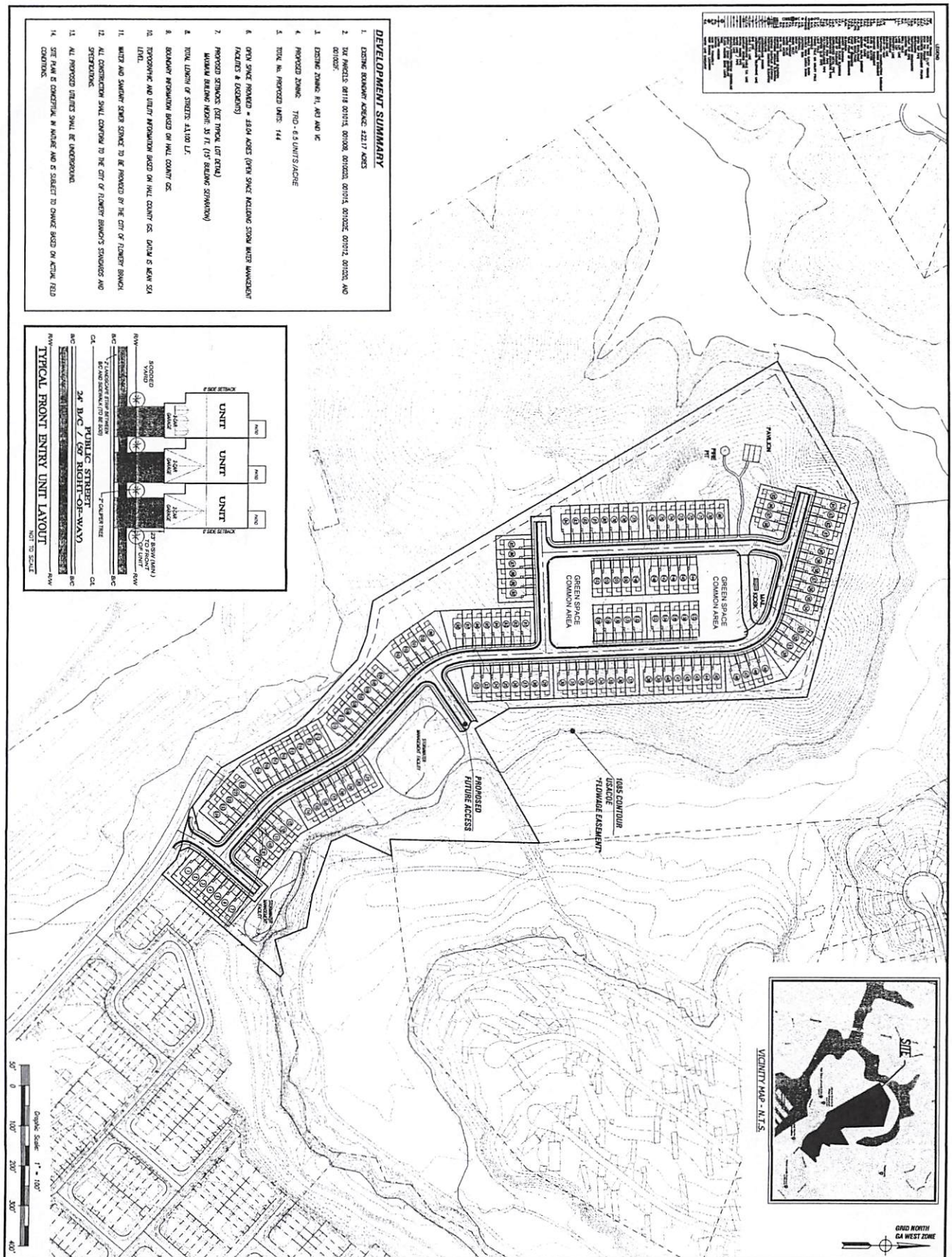
County: HALL COUNTY, GA Scale: 1"=50'

Sheet No.

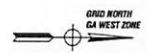
Proj. Manager: Drawn By: MSF Checked By: LJJ

Job Number: 23180 File Number:

1 of 1



1. EXISTING BROADWAY ADDRESS #22111 ADDRESS
2. TOLL FREE# 819 81 00114 00000 000000 00014 000000 00012 00000 00000
3. EXISTING ZONING R1, M2 AND M3
4. PROPOSED ZONING T1D - 6.5 UNITS/ACRE
5. TOTAL MAX. PROPOSED UNITS: 144
6. ONLY SPACE PROVIDED = 2534 ACRES (ONLY SPACE INCLUDING 55000 WITH UNIMPAVED FACILITIES & ROADSIDE)
7. PROPOSED STORIES (NOT OVER 100 FEET TALL)
MAXIMUM BUILDING HEIGHT: 35 FT. (AT BUILDING SEPARATION)
8. TOTAL DENSITY OF UNITS: 5.620 U/L
9. BROADWAY REFORMATION BASED ON HILL COUNTY DSS.
10. DEVELOPMENT AND DENSITY REFORMATION BASED ON HILL COUNTY DSS. DENSITY & MAX. STA. LIMIT.
11. WATER AND SEWERAGE STORIES SERVICE TO BE PROVIDED BY THE CITY OF FLORENCE BRANCH.
12. ALL DEVELOPMENT SHALL COMPLY TO THE CITY OF FLORENCE BRANCH'S STANDARDS AND SPECIFICATIONS.
13. ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
14. USE MAX. IS DEVELOPMENT IN A MAJOR AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



PREPARED FOR H. CARSON SMITH, IV 4474 COMMERCIAL DR. BUCKINGHAM, GA 30518	
PROJECT NAME	JONES TRACTS
TITLE	CONCEPTUAL SITE PLAN
PROJECT INFORMATION: LOCAL JURISDICTION PROJECT NUMBER PROJECT NAME PROJECT ADDRESS LAND ACQUISITION DATE OF ACQUISITION OWNER OWNER ADDRESS OWNER PHONE OWNER FAX	
DATE	
REVISION	
DRAWN BY CHECKED BY DATE	1 of 1

VARIANCE APPLICATION

The purpose of the requested variance is to remove the requirement of a rear entry as required by the City's TND zoning classification. These are extraordinary and exceptional conditions pertaining to the property. The property has lake frontage and Corp of Engineers property lines make a rear entry virtually impossible and economically unfeasible.

This is not the results of any actions by the property owners.

The variance is needed to make possible the proposed TND zoning classification.

Sec. 37.5. - Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The Governing Body shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.



Property owner information (if different than the applicant)

Property owner (please print): Dale A. Jones Properties #1, LLC

Signature of property owner: Dale A. Jones

Notary: Cindy E. Ballard
Expires March 16, 2025



Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Property owner information (if different than the applicant)

Property owner (please print): Dale A. Jones

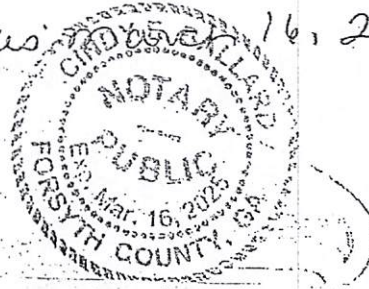
Signature of property owner: Dale A. Jones

Notary:

Cindy E. Ballard

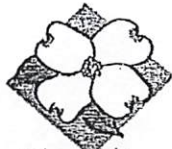
my license expires

16, 2025



Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Flowery Branch

Property owner information (if different than the applicant)

Property owner (please print): Ann Jones

Signature of property owner: Ann Jones

Notary: K. Bowmar
EXP: 8-13-23



Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Property owner information (if different than the applicant)

Elizabeth Ann Jones

Property owner (please print):

Signature of property owner:

Elizabeth Ann Jones

Notary:

K. Bowmar

EXP: 8-13-23



Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



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

NO

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

NO

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

NO

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

CONSTITUTIONAL OBJECTION

Based upon the above reasons, the applicant feels that this is a reasonable request and that action contradictory to the zoning request will constitute a taking of property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, and Article 1, Section 3, Paragraph 1 of the Constitution of Georgia, denying the owner viable use of its land.

January 9, 2024

Hall County Board of Commissioners
2875 Browns Bridge Road
Gainesville, Georgia 30504
c/o Jennifer Rivera, Commission Clerk

Re: Notification of Intent to Consider Annexation and Rezoning of Land Located in Hall County

Honorable Members of the Hall County Board of Commissioners:

Please be advised that the City of Flowery Branch, Georgia, by the authority vested in the Mayor and City Council of Flowery Branch, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to consider the annexation of the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) days of acceptance of a complete application for annexation by the City of Flowery Branch, in accordance with O.C.G.A § 36-36-6 and O.C.G.A § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A § 36-36-111.

The property to be considered for annexation and rezoning is shown on the enclosed map and is described as follows:

6300 JONES ROAD, tax parcel identification number 08118 001015.

Pursuant to O.C.G.A. § 36-36-111, a complete copy of the annexation and rezoning application is also enclosed.

Pursuant to O.C.G.A § 36-36-7 and O.C.G.A § 36-36-9, you must notify the Mayor and City Council of the City of Flowery Branch, in writing and by certified mail, return receipt requested, or statutory overnight delivery, return receipt requested, of any county facilities or property located within the properties to be annexed, within five (5) business days of receipt of this letter.

Hall County Board of Commissioners
Consideration of Annexation and Rezoning
January 9, 2024
Page 2 of 2

Pursuant to O.C.G.A § 36-66-4 a public hearing on zoning of the property to be considered for annexation as Flowery Branch TND (Traditional Neighborhood Development) will be held on Thursday, March 7, 2024, at 6:00 PM in the City of Flowery Branch City Council Chamber located at 5410 Pine Street, Flowery Branch, GA 30542. If the county has a valid objection under O.C.G.A § 36-36-113, in accordance with the objection and resolution process, you must notify the city governing authority within forty-five (45) calendar days of the receipt of this notice. Such notice of objection must be made by verifiable delivery and include documentation of the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection.

Sincerely,

Richard JE Atkinson

Director of Planning and Community Development

City of Flowery Branch

Rich@flowerybranchga.org

RA/

Enclosures: Site Map of Property to be considered for Annexation and Rezoning
Annexation and Rezoning Application

cc: William J. Linkous III, County Attorney

Randi Doveton, Director of Planning and Development

January 9, 2024
Hall County Schools
711 Green Street
Gainesville, GA 30501

**Re: Notification of Intent to Consider Annexation and Rezoning Application of Land
Located in Hall County**

Dear Ladies and Gentlemen:

Please be advised that the City of Flowery Branch, Georgia, by the authority vested in the Mayor and City Council of Flowery Branch, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to consider annexation of the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council. Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be considered for annexation as Flowery Branch TND (Traditional Neighborhood Development) will be held on Thursday, March 7, 2024, at 6:00 PM in the City of Flowery Branch City Council Chamber located at 5410 Pine Street, Flowery Branch, GA 30542. The property to be considered for annexation and rezoning is shown on the enclosed map and is described as follows: 6300 JONES ROAD, tax parcel identification number 08118 001015. Pursuant to O.C.G.A. § 36-36-111, a complete copy of the annexation and rezoning application is also enclosed.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) days of acceptance of a complete application for annexation by the City of Flowery Branch, after receipt of the application for zoning in accordance with O.C.G.A. § 36-36-111.

Sincerely,

Richard JE Atkinson

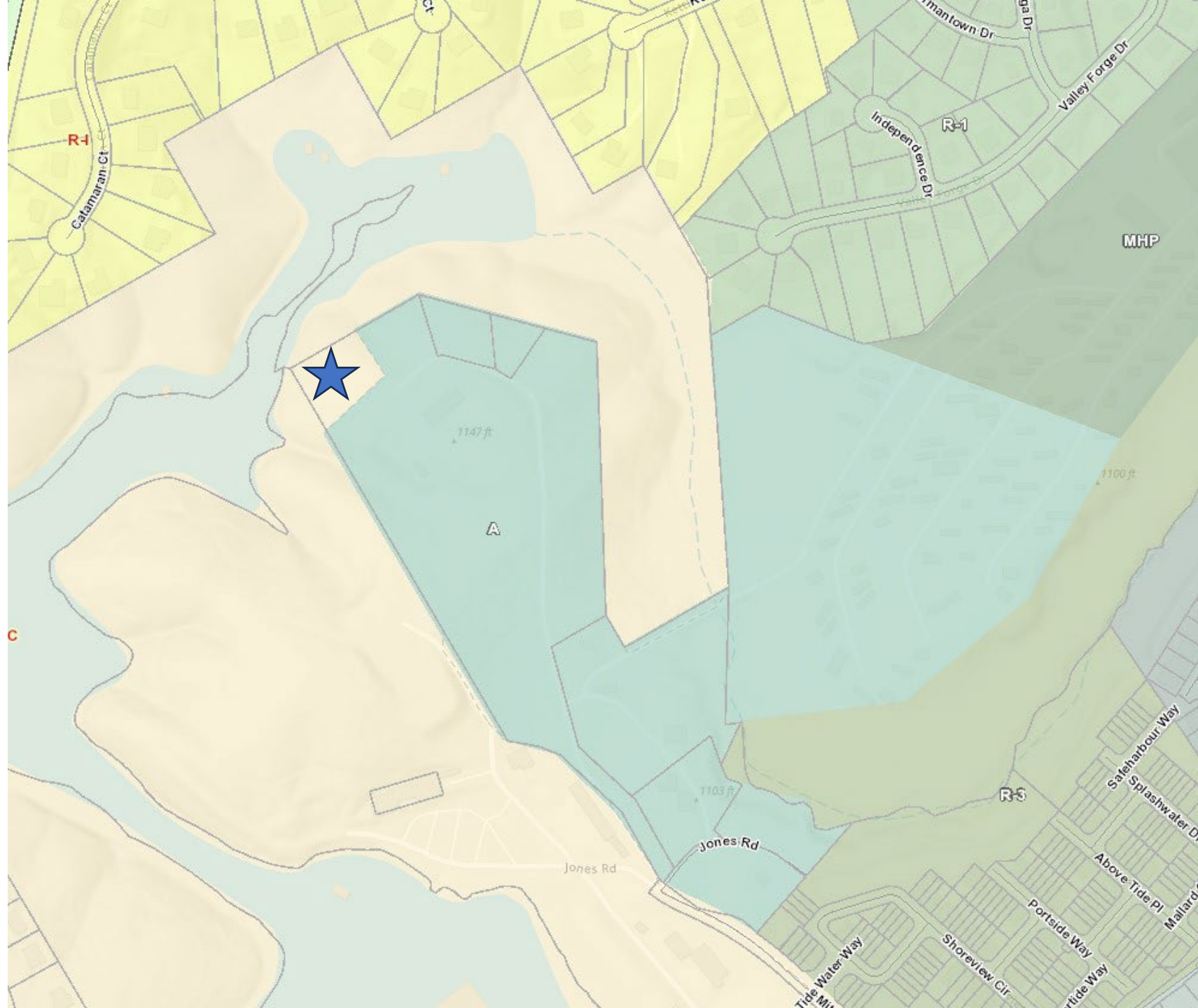
Director of Planning and Community Development

City of Flowery Branch

Rich@flowerybranchga.org

RA/

Enclosures: Site Map of Property to be considered for Annexation and Rezoning
Annexation and Rezoning Application





**Staff Report
6300 Jones Rd
Annexation & Rezoning Request 2024
Ordinances XXX & XXX**

Request

Request to annex and rezone a 0.854 +/- acre tract of land known as 6300 Jones Road and described as tax parcel identification number 08118 001015, from Hall County Vacation Cottage to Flowery Branch Traditional Neighborhood District

If annexed, it is requested to rezone the 21.446 +/- acres of the incorporated portion of land known as 6300 Jones Road, 6294 Jones Road, 6290 Jones Road, 6258 Jones Road, 6246 Jones Road, 6249 Jones Road and described as tax parcel identification number 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F from Agricultural District (A) and Residential Multi-Family District (R-3) to Traditional Neighborhood Development (TND).

GIS Map:



Development Statistics:

- (a) Maximum and proposed height of any structure;
 - 35 feet
- (b) Maximum and proposed gross square footage of the building area (nonresidential only);
 - NA
- (c) Color renderings of any proposed structures;
- (d) Material list (with percentages) of any proposed structures;
 - Proposed homes would include a mixture of building materials including brick, stone, and/or fiber cement siding or shake.
- (e) Maximum and proposed number of dwelling units and minimum and proposed square footage of heated floor area for any dwelling unit (residential only);
 - 144 total residential units (144 single-family attached townhomes)
 - Minimum heated floor area: 1,600 square feet
- (f) Maximum and proposed lot coverage of building area (square feet and percent);
 - +/-80 percent
- (g) Minimum and proposed square footage of landscaped area (square feet and percent);
 - +/-4.9 acres of open space including stormwater management facilities and easements
- (h) Minimum, maximum and proposed number of parking spaces; and
 - 4 parking spaces per unit (two-car garage plus two-car driveway)
- (i) Other dimensional information as may be required by the Zoning Administrator.



Proposed Schedule

March 7, 2024 – Public Hearing
March 21, 2024 – Work section (if required)
April 4, 2024 – First Read and First Vote
April 18, 2024 – Work section (if required)
May 2, 2024- Second and Final Vote

Comprehensive Plan





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.

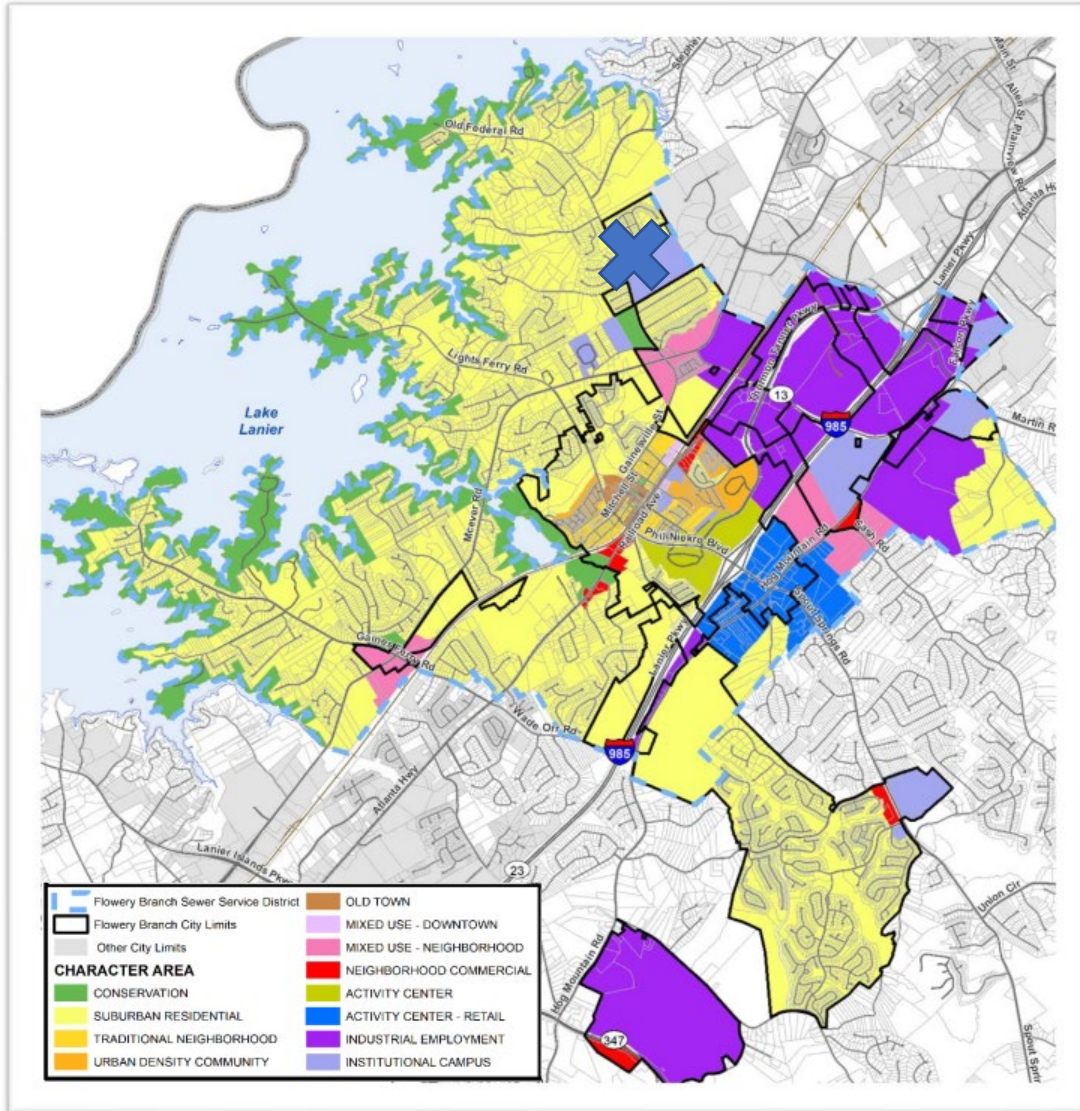
The Comprehensive Plan also outlines the overall strategy for achieving the City's vision for future development by identifying a 5-year Community Work Program (CWP) with a prioritized 'to-do' list. The CWP should be consulted by staff and City Council on an annual basis when developing annual department-level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

Suburban Residential Area



The following map was prepared to assist with the review of annexation requests. It depicts the citywide Future Development Map boundaries (bound in **black**) as well as an expanded area that reflects the portions of unincorporated Hall County that are in the Flowery Branch Sewer Service Area. The character area policies described in Chapter 4 apply to the expanded area.





Suburban Residential

Suburban Residential areas are located throughout the city and include locations where low- to- moderate density single-family development exists or is likely to based on a property's zoning and surrounding uses.

Vision

Protect established single-family neighborhoods and create quality new residential construction at suburban densities.

Design Principles

- Larger lots (1/3 to 1 acre) with houses set back from the road
- Cul-de-sacs and curvilinear streets (that are relatively wide when compared to traditional neighborhoods) with sidewalks
- Use of high quality exterior cladding materials (that are consistent on each level of the home)
- Diverse architectural styles are allowed, but there should be compatibility in overall neighborhood design such as roof pitch, building width, and level of ornamentation
- De-emphasized garage (recessed, side or rear entry)
- Opportunities for meaningful open space, including shared areas for the benefit of residents
- In Planned Unit Developments (PUDs), deviations in lot size, building setbacks and street width may be appropriate to maximize open space and improve neighborhood design

Land Uses

- Single-family detached dwellings
- Recreational uses integrated into a neighborhood

Zoning

- R-1 Detached Single-Family, Low-Density District
- R-2 Detached Single-Family, Moderate-Density District
- PUD - Planned Unit Development District

Implementation Strategies

- Amend City's Architectural Design Standards to address residential buildings
- Update PUD requirements to enhance open space and site design requirements
- Expand code enforcement ability by increasing full-time personnel

Illustrative Photos



The proposed development does not meet the strict requirements of the Comprehensive Plan. However, the size and scope of the proposed project would blend in with the surrounding area as it is residential in nature. This development, if approved, will not cause the desired housing mix to rise above



the 15% considered by the Comprehensive Plan (single family 70%, apartments 15%, and townhomes 15%).

Analysis

Flowerly 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.

Applicant Response:

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. The subject property is surrounded by a diverse mixture of land uses including commercial, residential, and recreational uses. The property is adjacent to an existing townhome community, a mobile home park, as well as relatively-intense commercial uses in the Hideaway Bay Marina. The proposed development would provide an appropriate transition of land uses from the adjacent marina and townhome community to less-intense single-family detached residential uses located to the north across the cove.

Yes, a residential use is appropriate for this site and the surrounding area.

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

No. Rather, the proposed development will complement the use and usability of adjacent and nearby property. The proposed residential use is compatible with adjacent residential uses and would complement the existing commercial uses located at the marina.

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.

The Applicant respectfully submits that the proposed development does not have reasonable economic use as currently zoned.

The current zoning may not be feasible for the growing economy need.



- (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.
No.
It is staff's opinion that the use may create any unnecessary traffic burden on Mitchell St. Another access to Lights Ferry Rd should be provided.
- (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. The proposed development is compatible with the policy of the comprehensive plan which encourages single-family residential development for the property.
The future land use map calls for the "Suburban Residential" character area to be implemented. This project is residential in nature but does not include single-family detached homes. However, it does meet the general intent of the comprehensive plan which contemplates a residential use.
- (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.
Yes. The subject property is located in a relatively intense mixed-use area with a variety of housing types and commercial uses. The property is adjacent to an existing mobile home park and a townhome community. A small-lot single-family detached community is also located nearby to the east. The subject property is also adjacent to the Hideaway Bay Marina which includes a restaurant and relatively intense commercial uses including boat sales, service, and storage.
It is staff's opinion that the development will add traffic burden to the existing traffic load. The proposal should not be approved without another access to Lights Ferry Road.
- (g) Existing use(s) and zoning of the subject property and nearby properties.
The Property is currently zoned A (Agricultural) and is adjacent to land zoned R-3 (Residential Multi-family), A, and MHP (Manufactured Home Park) in the City of Flowery Branch. The Hideaway Bay Marina is adjacent to the property and is zoned V-C in unincorporated Hall County.
As stated by applicant.
- (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.
The Applicant respectfully submits that the property has no reasonable economic use as currently zoned. Approval of the requested zoning would allow a reasonable economic use.
Staff does not have a specific number regarding property value.
- (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.
No, rather approval of the requested rezoning will permit a use that is compatible with the mixed-use nature of the surrounding area. The existing residential uses in the surrounding area include townhomes and single-family detached homes, which is exactly what the proposed development would provide. The proposed development would encourage improvement of surrounding residential property.



In staff's opinion, the proposed project will increase the land value and meet the increasing housing needs in this area. However, it will also raise traffic load on Mitchell St.

- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

N/A

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

The Applicant submits that no such negative impacts would result from the approval of the proposed development. The proposed development fits squarely within the identified purpose and intent of the PUD zoning classification in the zoning ordinance.

The proposed use does not comply with the character area of future development map.

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

Any such negative impacts would be mitigated by utilization of identified best management practices and as required by local, state, and federal governmental authorities.

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 fits squarely within the purpose and intent of the zoning ordinance and would provide a residential use that is consistent and compatible with the scope, scale, size, and density of surrounding residential uses.

The proposed development will enhance the surrounding area but does not meet the intent of the Zoning Ordinance.



Recommendation

1. It is staff's opinion that the proposal should not be approved considering the overwhelming traffic on Mitchell St will be caused by the proposed development.

Public Hearing Published 01/12/2024
Public Hearing 03/07/2024

First Reading 04/04/2024
Adopted 05/02/2024

ORDINANCE NO. 711

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, REAL PROPERTY TOTALING .84 +/- ACRES OF LAND, OWNED BY MARY S. JONES, IDENTIFIED AS A PORTION OF 6300 JONES ROAD, A PORTION OF TAX PARCEL 08118 001015 AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Mary S. Jones owns the subject land identified as Parcel Tax Identification No. 08118 001015 as shown on Exhibit "A", and as described on Exhibit "B"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the application of Mary S. Jones and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A. § 36-60-111, and the City of Flowery Branch Community Agenda for annexation into the City's corporate limits; and

WHEREAS, said land identified as a portion of Parcel Tax Identification No. 08118 001015 is within the unincorporated area of Hall County, State of Georgia, and is contiguous to the existing corporate limits of the City of Flowery Branch, Georgia at this time; and

WHEREAS, Mary S. Jones has submitted to the City Council of Flowery Branch, Georgia, a written and signed application and affidavit showing consent to being annexed, and whereas a survey and complete description of the subject parcels being considered to be annexed, is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of March 7, 2024, 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. RECITALS.

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

SECTION 2. ANNEXATION.

The City Council of Flowery Branch, Georgia, does hereby annex and include within the corporate limits of the City of Flowery Branch, Georgia real parcels of land known as a portion of Parcel Tax Identification No. 08118 001015 as shown on Exhibit "A", and as described on Exhibit "B". Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. CERTIFICATION BY THE CITY CLERK

The City Council of Flowery Branch, Georgia, authorizes and directs the City Clerk of Flowery Branch, Georgia to certify this Ordinance and attached Exhibits and have a certified copy of this Ordinance and its Exhibits filed with the Department of Community Affairs and any other public official or agencies as required by law.

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.

SECTION 5. EFFECTIVE DATE.

The ordinance shall be effective at the time of its approval and in accordance with O.C.G.A. Section 36-33-2.

SECTION 6. REPEALER.

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

Approved this 2nd day of May 2024.

Edward R. Asbridge, Mayor

Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Ted C. Baggett, City Attorney

[illegible]

Exhibit “B”

Commented [TB1]: Delete the overall parcel legal description and just use the last page which only describes the area to be annexed.

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE from said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

PORTION OF PROPERTY TO BE ANNEXED

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1; THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider the First Reading of Ordinance 712, a Rezoning Request submitted by Mr. Carson Smith.

COUNCIL MEETING DATE: April 4, 2024

HISTORY:

FACTS AND ISSUES:

Request to annex and rezone a 0.854 +/- acre tract of land known as 6300 Jones Road and described as tax parcel identification number 08118 001015, from Hall County Vacation Cottage to Flowery Branch Traditional Neighborhood District

If annexed, it is requested to rezone the 21.446 +/- acres of the incorporated portion of land known as 6300 Jones Road, 6294 Jones Road, 6290 Jones Road, 6258 Jones Road, 6246 Jones Road, 6249 Jones Road and described as tax parcel identification number 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F from Agricultural District (A) and Residential Multi-Family District (R-3) to Traditional Neighborhood Development (TND).

It is staff's opinion that the proposal should not be approved considering the overwhelming traffic on Mitchell St will be caused by the proposed development.

OPTIONS:

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

No

AMOUNT AND SOURCE OF FUNDS:

0

RECOMMENDATION:

Deny annexation ordinance no. 712

SAMPLE MOTION:

I make a motion to Deny Ordinance 712.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- [Rezoning Application.pdf](#)
- [Variance Application.pdf](#)
- [letter to county.pdf](#)
- [letter to schools.pdf](#)
- [Site Map of Property to Annexed and Rezoned.pdf](#)
- [Staff Report 6300 Jones Rd.pdf](#)
- [Ordinance 712 Rezoning to Carson Smith at 6700 Jones Rd TB edits.pdf](#)



REZONING APPLICATION

Date: November 17, 2023

Address of Request:
6300 Jones Road

Tax Map # Multiple -- see attached. Current Zoning: A

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

Currently a conforming use? Yes

Any conditions of zoning, CUP's, etc.? Not to the applicant's knowledge

Applicant Information

Name: H. Carson Smith IV

Address: 4474 Commerce Suite B Drive Buford GA 30518

E-mail address: Carson@hcarsonsmithpc.com

Phone number: 770-945-9755

Signature:

Notary:

Property Owner List

Name/Address	Parcel Number
MARY S. JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001015
ELIZABETH ANN JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001009
ANN JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001002D
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001002E
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001012
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001020
DALE A. JONES PROPERTIES #1 LLC 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001002F

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE from said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

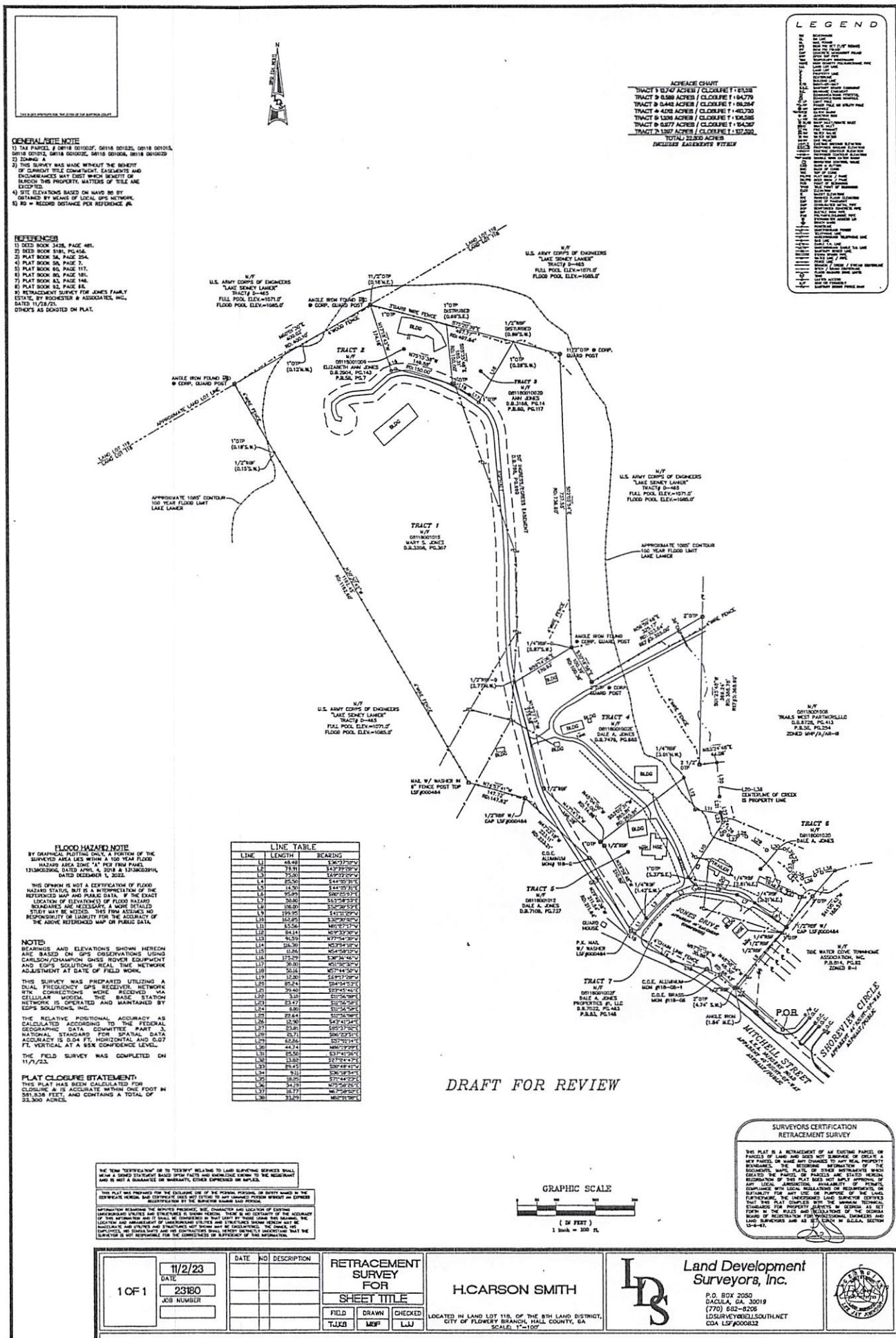
THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

SURVEY MAP



PORTION OF PROPERTY TO BE ANNEXED

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1; THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.

LEGEND

IPF	=	IRON PIN FOUND
IPS	=	1/2" REBAR PIN SET
LL	=	LAND LOT
LLL	=	LAND LOT LINE
P	=	PROPERTY LINE
C	=	CENTERLINE
B	=	BUILDING LINE
R/W	=	RIGHT-OF-WAY
SSE	=	SANITARY SEWER EASEMENT
DE	=	DRAINAGE EASEMENT
MH	=	MANHOLE
CB	=	CATCH BASIN
JB	=	JUNCTION BOX
HW	=	HEADWALL
DI	=	DROP INLET
PP	=	POWER/UTILITY POLE
FH	=	FIRE HYDRANT
IE	=	INVERT ELEVATION
FFE	=	FINISHED FLOOR ELEVATION
BOC	=	BACK OF CURB
EP	=	EDGE OF PAVEMENT
S	=	SANITARY SEWER LINE/PIPE
SS	=	STORM SEWER LINE/PIPE
X-X-X	=	FENCE LINE
.....	=	FLOOD HAZARD ZONE LINE
N/F	=	NOW OR FORMERLY
POC	=	POINT OF COMMENCEMENT
POB	=	POINT OF BEGINNING

GENERAL/SITE NOTE

- 1) TAX PARCEL # 08118 001015
- 2) ZONING: A
- 3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED.
- 4) SITE ELEVATIONS BASED ON NAVD 88 BY OBTAINED BY MEANS OF LOCAL GPS NETWORK.
- 5) RD = RECORD DISTANCE PER REFERENCE #.



REFERENCES

- 1) DEED BOOK 3428, PAGE 481.
- 2) DEED BOOK 5181, PG.456.
- 3) PLAT BOOK 56, PAGE 254.
- 4) PLAT BOOK 58, PAGE 7.
- 5) PLAT BOOK 60, PAGE 117.
- 6) PLAT BOOK 80, PAGE 181.
- 7) PLAT BOOK 83, PAGE 146.
- 8) PLAT BOOK 92, PAGE 68.
- 9) RETRACEMENT SURVEY FOR JONES FAMILY ESTATE, BY ROCHESTER & ASSOCIATES, INC., DATED 11/28/21.

OTHER'S AS DENOTED ON PLAT.

FLOOD HAZARD NOTE

BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA ZONE "A" PER FIRM PANEL 13139C0290G, DATED APRIL 4, 2018 & 13139C0291H, DATED DECEMBER 1, 2022.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

NOTE:

BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING CARLSON/CHAMPION GNSS ROVER EQUIPMENT AND EGPS SOLUTIONS REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK.

THIS SURVEY WAS PREPARED UTILIZING A DUAL FREQUENCY GPS RECEIVER NETWORK RTK CORRECTIONS WERE RECEIVED VIA CELLULAR MODEM. THE BASE STATION NETWORK IS OPERATED AND MAINTAINED BY EGPS SOLUTIONS, INC.

THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

THE FIELD SURVEY WAS COMPLETED ON 11/1/23.

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 118,192 FEET, AND CONTAINS A TOTAL OF 0.854 ACRES.

GRAPHIC SCALE



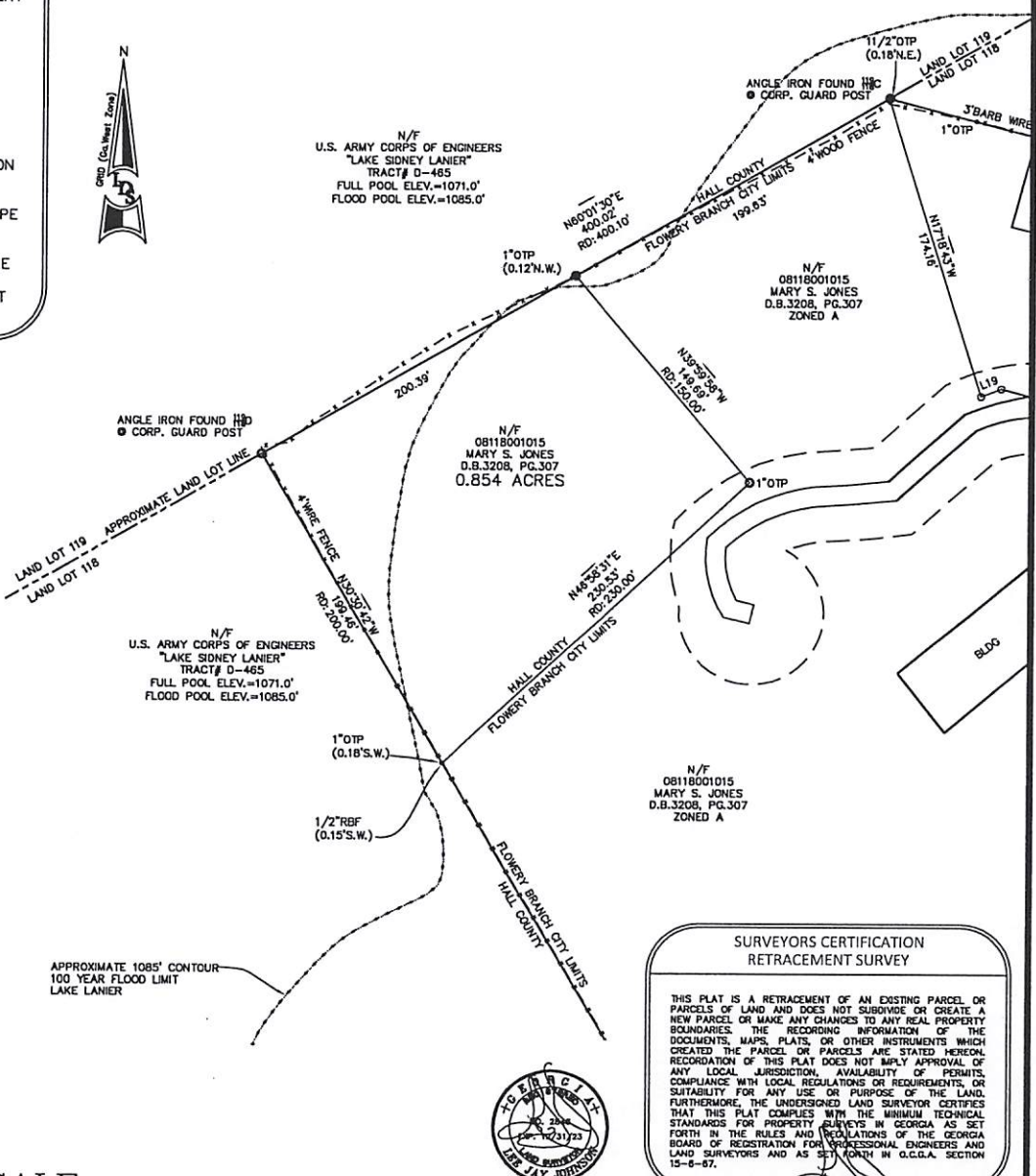
(IN FEET)

1 inch = 50 ft.

THE TERM "CERTIFICATION" OR TO "CERTIFY" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RETRIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.



SURVEYORS CERTIFICATION RETRACEMENT SURVEY

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 COMPLES 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.

RETRACEMENT SURVEY FOR:

H. CARSON SMITH



**LAND DEVELOPMENT
SURVEYORS, INC.**

P.O. BOX 2050
Dacula, GA. 30019
(770) 882-8206
LDSURVEY@BELLSOUTH.NET
COA LSF#000832

Date: 12/4/23 Land Lot: 118 District: 8th

County: HALL COUNTY, GA Scale: 1"=50'

Proj. Manager: Drawn By: MSF Checked By: LJW

Job Number: 23180 File Number:

Sheet No.

1 of 1

Development Statistics:

- (a) Maximum and proposed height of any structure;
 - 35 feet
- (b) Maximum and proposed gross square footage of the building area (nonresidential only);
 - NA
- (c) Color renderings of any proposed structures;
- (d) Material list (with percentages) of any proposed structures;
 - Proposed homes would include a mixture of building materials including brick, stone, and/or fiber cement siding or shake.
- (e) Maximum and proposed number of dwelling units and minimum and proposed square footage of heated floor area for any dwelling unit (residential only);
 - 144 total residential units (144 single-family attached townhomes)
 - Minimum heated floor area: 1,600 square feet
- (f) Maximum and proposed lot coverage of building area (square feet and percent);
 - +/-80 percent
- (g) Minimum and proposed square footage of landscaped area (square feet and percent);
 - +/-4.9 acres of open space including stormwater management facilities and easements
- (h) Minimum, maximum and proposed number of parking spaces; and
 - 4 parking spaces per unit (two-car garage plus two-car driveway)
- (i) Other dimensional information as may be required by the Zoning Administrator.

ANALYSIS REQUIREMENTS

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- Yes. The subject property is surrounded by a diverse mixture of land uses including commercial, residential, and recreational uses. The property is adjacent to an existing townhome community, a mobile home park, as well as relatively-intense commercial uses in the Hideaway Bay Marina. The proposed development would provide an appropriate transition of land uses from the adjacent marina and townhome community to less-intense single-family detached residential uses located to the north across the cove.
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.
- No. Rather, the proposed development will complement the use and usability of adjacent and nearby property. The proposed residential use is compatible with adjacent residential uses and would complement the existing commercial uses located at the marina.
- (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.
- The Applicant respectfully submits that the proposed development does not have 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.
- 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.
- Yes. The proposed development is compatible with the policy of the comprehensive plan which encourages single-family residential development for the property.
- (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.
- Yes. The subject property is located in a relatively intense mixed-use area with a variety of housing types and commercial uses. The property is adjacent to an existing mobile home park and a townhome community. A small-lot single-family detached community is also located nearby to the east. The subject property is also adjacent to the Hideaway Bay Marina which includes a restaurant and relatively intense commercial uses including boat sales, service, and storage.
- (g) Existing use(s) and zoning of the subject property and nearby properties.

- The Property is currently zoned A (Agricultural) and is adjacent to land zoned R-3 (Residential Multi-family), A, and MHP (Manufactured Home Park) in the City of Flowery Branch. The Hideway Bay Marina is adjacent to the property and is zoned V-C in unincorporated Hall County.
- (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.
- The Applicant respectfully submits that the property has no reasonable economic use as currently zoned. Approval of the requested zoning would allow a reasonable economic use.
- (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.
- No, rather approval of the requested rezoning will permit a use that is compatible with the mixed-use nature of the surrounding area. The existing residential uses in the surrounding area include townhomes and single-family detached homes, which is exactly what the proposed development would provide. The proposed development would encourage improvement of surrounding residential property.
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.
- No, rather approval of the requested rezoning will permit a use that is compatible with the mixed-use nature of the surrounding area. The existing residential uses in the surrounding area include townhomes and single-family detached homes, which is exactly what the proposed development would provide.
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.
- The Applicant submits that no such negative impacts would result from the approval of the proposed development. The proposed development fits squarely within the identified purpose and intent of the PUD zoning classification in the zoning ordinance.
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.
- Any such negative impacts would be mitigated by utilization of identified best management practices and as required by local, state, and federal governmental authorities.

(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 fits squarely within the purpose and intent of the zoning ordinance and would provide a residential use that is consistent and compatible with the scope, scale, size, and density of surrounding residential uses.

COMBINED LETTER OF INTENT FOR REZONING APPLICATION

H. Carson Smith, IV submits this Letter of Intent and attached Rezoning Application requesting the rezoning of an approximately 22.30-acre tract of land (the "Property") situated along Mitchell Street/Jones Road on behalf of the Property owners (the "Applicant"). The Property is currently zoned A (Agricultural District) and is located in the Suburban Residential Character according to the City of Flowery Branch Comprehensive Plan 2041 (the Comp Plan) Future Development Map. According to the City of Flowery Branch Zoning Map and the Hall County GIS Map, a small portion of the overall Property (the "Unincorporated Portion") lies within unincorporated Hall County. Accordingly, the Applicant submits the attached Rezoning application relative to the property which is currently located within the City of Flowery Branch and the attached Rezoning Applications related to the Unincorporated Portion (the "Applications").

The surrounding area is characterized by a diverse mixture of land uses including commercial, residential, and recreational uses. Specifically, the Property is adjacent to the Tide Water Cove townhome community, the Trails West Mobile Home Park, and the Hideaway Bay Marina with related commercial uses including boat and RV storage, automotive related uses, and the Fish Tales Lakeside Grille. The proposed development is compatible with the character of the surrounding area and would provide a high-quality residential development that would complement the mixed-use nature of the area.

The Applicant proposes to develop the Property as a residential townhome community consisting of 144 attached residential townhomes. The proposed homes would include attractive building materials and architectural elements which are compatible with the character of the surrounding area. The facades of the homes would be constructed of brick, stone, cedar shake, fiber-cement siding, and/or board and batten as depicted in the building renderings submitted with the Applications. The proposed homes are all front-entry style units with two-car garages and would be accessed by internal streets and driveways. The proposed development would also include two main green space amenity areas for the use and enjoyment of residents including a larger centrally located

space or green and a smaller green space with a gazebo overlooking a small cove of Flowery Branch Bay. Additionally, the Flowery Branch Bay Park is located within convenient walking distance of the Property which would provide additional recreational opportunities for residents.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Flowery Branch of Community Development Department to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Applications filed herewith. The Applicant respectfully requests your approval of the Applications.

Furthermore, the applicant will dedicate all proceeds needed to upgrade Mitchell Street in compliance and compatible with the first portion of the road that has been recently upgraded from the roundabout to the first stop sign.

Respectfully submitted this 17th day of November 2023.



H. Carson Smith IV



Property owner information (if different than the applicant)

Property owner (please print):

Mary S. Jones (Elizabeth Ann Jones as executrix of the
Mary Sharpe Jones a.k.a. Mary S. Jones)

Signature of property owner:

Elizabeth Ann Jones

Notary:

Kim Bowmar

EXP: 8-7-27



Property Information

Tax Map Number: 08118 001015, 001009, 001002D, 001002E, 001012, 001030, + 001002F

Current Zoning: A Total Acres: +/- 22.17

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

Proposed City of Flowery Branch Zoning: TND

Current Use: Undeveloped; miscellaneous single-family + Agricultural uses

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



- 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



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

No Campaign Contributions were made by Elizabeth S. Jones

Elizabeth S. Jones

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____



Property owner information (if different than the applicant)

Property owner (please print): Dale A. Jones

Signature of property owner: Dale A. Jones

Notary:

Cindy E. Ballard

my license expires March 16, 2025



Property Information

Tax Map Number: _____

Current Zoning: _____ Total Acres: _____

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

Proposed City of Flowery Branch Zoning: _____

Current Use: _____

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



- 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



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 Ag

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____



Property owner information (if different than the applicant)

Property owner (please print): Dale A. Jones Properties #1, LLC

Signature of property owner: Dale A. Jones

Notary: Cindy E. Ballard
Expires March 16, 2025



Property Information

Tax Map Number: 0818 001002F

Current Zoning: _____ Total Acres: _____

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

Proposed City of Flowery Branch Zoning: TND

Current Use: _____

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



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

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



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 Due

CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____

Adjacent Property Owner List

Name/Address	Parcel Number
TRAILS WEST PARTNERS, LLC P.O. BOX 401 BUFORD, GA 30515	08118 001006
TIDE WATER COVE TOWNHOME ASSOCIATION INC c/o HOMESIDE PROPERTIES 2555 WESTSIDE PKWY. SUITE 600 ALPHARETTA, GA 30004	08118B000180
STARBOARD MARINA 6334 MITCHELL STREET FLOWERY BRANCH, GA 30542	08118 001002A
TIDE WATER COVE TOWNHOME ASSOCIATION INC c/o HOMESIDE PROPERTIES 2555 WESTSIDE PKWY. SUITE 600 ALPHARETTA, GA 30004	08118B000182
CHARLES DERRICK THOMPSON 6222 SHOREVIEW CIRCLE FLOWERY BRANCH, GA 30542	08118B000007
SHERLY A RUIZ HARVEY CHRISTOFER E 6224 SHOREVIEW CIRCLE FLOWERY BRANCH, GA 30542	08118B000006
CHARLES W WILSON, JR WILSON PATRICIA R 6226 SHOREVIEW CIRCLE FLOWERY BRANCH, GA 30542	08118B000005

September 10, 2022

Rich Atkinson
City of Flowery Branch
5410 W. Pine Street
Flowery Branch, GA 30542

Re: Authorization to Inspect Subject Property of Rezoning and Annexation Application

Dear Mr. Atkinson:

In accordance with the City's requirements for processing rezoning applications, the undersigned authorizes the City of Flowery Branch staff and City Council to inspect the subject property.

Sincerely yours,

By: Elizabeth Ann Jones
Name: Elizabeth Ann Jones
Title: Property Owner

K. Bowmar
EXP: 8-13-23





REZONING ADDITIONAL INFORMATION REQUIREMENT

Date: 11/17/2023

Address of Request:

6300 Jones Rd

Tax Map # See attached property list Current Zoning: R1, AR3, VC

Please submit an analysis of the proposed project including:

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?



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.

REZONING ADDITIONAL INFORMATION REQUIREMENT

- 1) Applicant is w/out sufficient information to make a accurate valuation because of market and inflation conditions at the time of completion.
- 2) Same as above
- 3) Applicant expects total buildout to be within 18 months and 3 weeks.
- 4) The total number of units times 2000 as plated 288,000 sq ft, estimated.
- 5) 13.13 Acres
- 6) 3100L.F
- 7) 9.04 Acres
- 8) The 9.04 Acres buffer includes watershed protection. This shall comply with the City's standards and specifications. Dedication of any site area to be determined.
- 9) Any multi transportation alternatives will be resolved to those.

Existing options are currently provided by all private and government entities.

- 10) The initial site plan provides for a pavilion and firepit. But may include swim and tennis areas upon further planning. Application is without sufficient information to provide accurate acreage amount. These amenities will be located within the buffer zone as shown on the concept plan.
- 11) Applicant is without sufficient information to provide this information. The streetlights would be compliant with City Regulations on construction plans after the final zoning determination is given.
- 12) All technology development will aspire to be the highest and best available considering the cost and feasibility.
- 13) Sidewalks are projected to coincide with the total linear footage of the streets.
- 14) Stormwater controls will be accurately reflected in the construction plans. They will be complaint with all State, County, and City regulations.
- 15) Applicant has not conducted a traffic study at this time as it would be subject to zoning and density provided at rezoning.
- 16) Reuse water will be addressed and comply with all regulations in the construction plans.
- 17) Watershed and sewer service capacity should be determined by the city based on final zoning and capacity. The applicant is w/out sufficient information to provide that request.
- 18) Applicant is w/out sufficient information to provide these amounts. All water fixtures will be compliant with all City requirements and regulations.
- 19) Slope and grade study will be done with the preparation of construction plans. That information is not available at this time. Furthermore, those studies could only lower the density potentially and not increase.
- 20) Applicable safety needs will be compliant with all State, County, and City requirements.
- 21) The Hall County School Board has not been notified by the applicant at the time of filing.
- 22) Covenant and/or architectural guidelines have not been prepared as they're subject to a final zoning decision. Applicant as noted certain materials requested to be used in the zoning application.

CONSTITUTIONAL OBJECTION

Based upon the above reasons, the applicant feels that this is a reasonable request and that action contradictory to the zoning request will constitute a taking of property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, and Article 1, Section 3, Paragraph 1 of the Constitution of Georgia, denying the owner viable use of its land.



VARIANCE APPLICATION

Address of Request:

6300 Jones Rd

Type of Variance Requested

Complete requirements for variances can be found in the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37;

Please verify all the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37, section 37.5 are being met.

Explain below:

Applicant: H Carson Smith IV

Address: 4474 Commerce Dr
Buford GA 30518

E-mail address: carson@hcarsonsmithpc.com

Phone number: 678-207-7958

Signature: 

Notary Seal:

Property Owner List

Name/Address	Parcel Number
MARY S. JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001015
ELIZABETH ANN JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001009
ANN JONES 4850 GOLDEN PKWY STE B BUFORD, GA 30518	08118 001002D
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001002E
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001012
DALE A JONES 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001020
DALE A. JONES PROPERTIES #1 LLC 6258 JONES ROAD FLOWERY BRANCH, GA 30542	08118 001002F

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE from said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

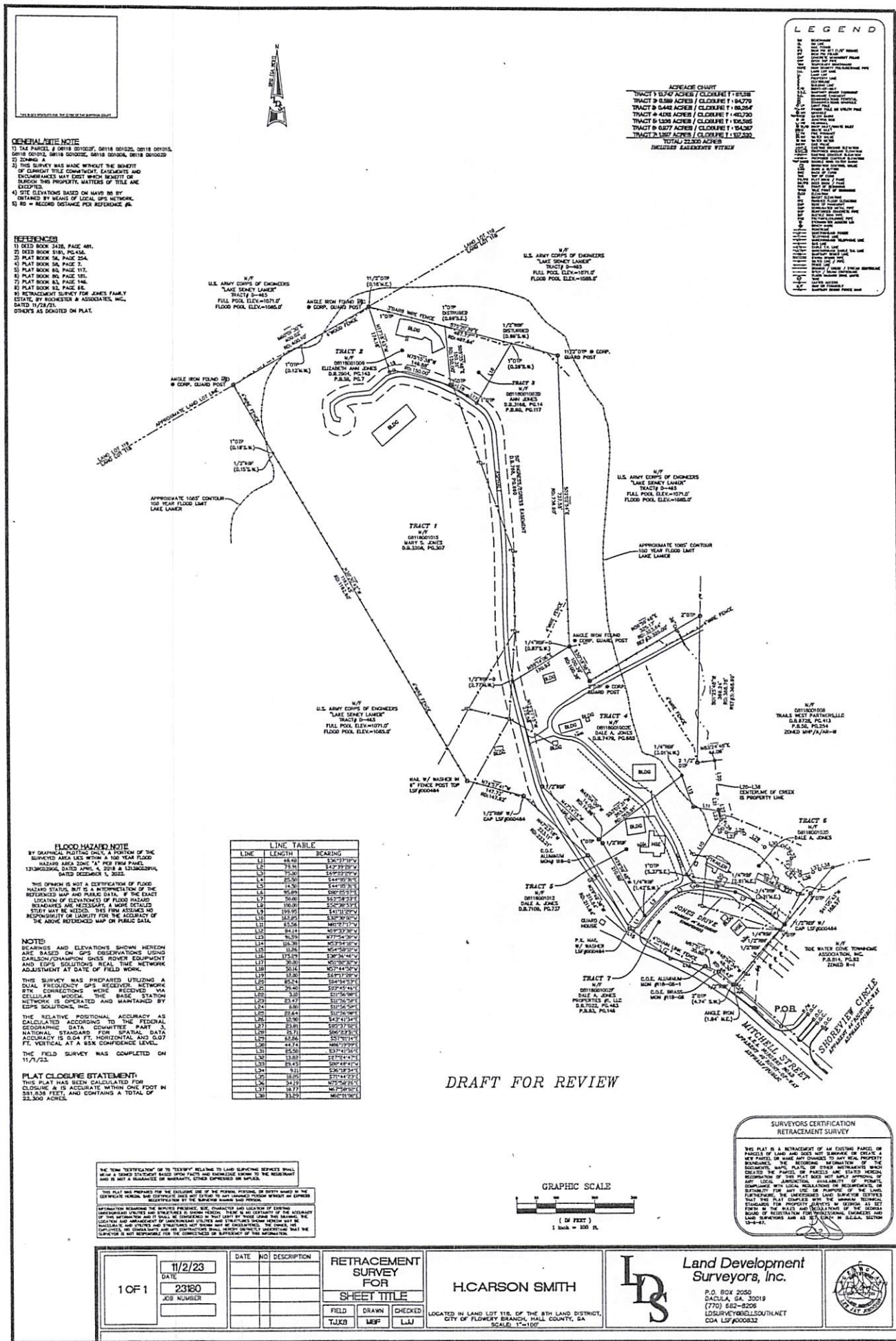
THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

SURVEY MAP



PORTION OF PROPERTY TO BE ANNEXED

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1; THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.

LEGEND

IPF = IRON PIN FOUND
 IPS = 1/2" REBAR PIN SET
 LL = LAND LOT
 LLL = LAND LOT LINE
 P = PROPERTY LINE
 CL = CENTERLINE
 BL = BUILDING LINE
 R/W = RIGHT-OF-WAY
 SSE = SANITARY SEWER EASEMENT
 DE = DRAINAGE EASEMENT
 MH = MANHOLE
 CB = CATCH BASIN
 JB = JUNCTION BOX
 HW = HEADWALL
 DI = DROP INLET
 PP = POWER/UTILITY POLE
 FH = FIRE HYDRANT
 IE = INVERT ELEVATION
 FFE = FINISHED FLOOR ELEVATION
 BOC = BACK OF CURB
 EP = EDGE OF PAVEMENT
 S = SANITARY SEWER LINE/PIPE
 SS = STORM SEWER LINE/PIPE
 X-X-X = FENCE LINE
 Dotted = FLOOD HAZARD ZONE LINE
 N/F = NOW OR FORMERLY
 POC = POINT OF COMMENCEMENT
 POB = POINT OF BEGINNING

GENERAL/SITE NOTE

- 1) TAX PARCEL # 08118 001015
- 2) ZONING: A
- 3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT, EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED.
- 4) SITE ELEVATIONS BASED ON NAVD 88 BY OBTAINED BY MEANS OF LOCAL GPS NETWORK.
- 5) RD = RECORD DISTANCE PER REFERENCE #.



REFERENCES

- 1) DEED BOOK 3428, PAGE 481.
- 2) DEED BOOK 5181, PG.456.
- 3) PLAT BOOK 56, PAGE 254.
- 4) PLAT BOOK 58, PAGE 7.
- 5) PLAT BOOK 60, PAGE 117.
- 6) PLAT BOOK 80, PAGE 181.
- 7) PLAT BOOK 83, PAGE 148.
- 8) PLAT BOOK 92, PAGE 88.
- 9) RETRACEMENT SURVEY FOR JONES FAMILY ESTATE, BY ROCHESTER & ASSOCIATES, INC., DATED 11/28/21.

OTHER'S AS DENOTED ON PLAT.

FLOOD HAZARD NOTE

BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA ZONE "A" PER FIRM PANEL 13139C02906, DATED APRIL 4, 2018 & 13139C0291H, DATED DECEMBER 1, 2022.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS A INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

NOTE:

BEARINGS AND ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING CARLSON/CHAMPION GNSS ROVER EQUIPMENT AND EGPS SOLUTIONS' REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK.

THIS SURVEY WAS PREPARED UTILIZING A DUAL FREQUENCY GPS RECEIVER, NETWORK RTK CORRECTIONS WERE RECEIVED VIA CELLULAR MODEM. THE BASE STATION NETWORK IS OPERATED AND MAINTAINED BY EGPS SOLUTIONS, INC.

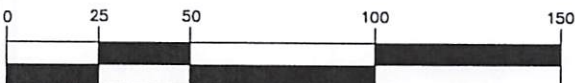
THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

THE FIELD SURVEY WAS COMPLETED ON 11/1/23.

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 118,192 FEET, AND CONTAINS A TOTAL OF 0.854 ACRES.

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

THE TERM "CERTIFICATION" OR TO "CERTIFY" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RETRIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINGUISHLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

N/F
 U.S. ARMY CORPS OF ENGINEERS
 "LAKE SIDNEY LANIER"
 TRACT# D-465
 FULL POOL ELEV.=1071.0'
 FLOOD POOL ELEV.=1085.0'

N/F
 08118001015
 MARY S. JONES
 D.B.3208, PG.307
 0.854 ACRES

N/F
 U.S. ARMY CORPS OF ENGINEERS
 "LAKE SIDNEY LANIER"
 TRACT# D-465
 FULL POOL ELEV.=1071.0'
 FLOOD POOL ELEV.=1085.0'

N/F
 08118001015
 MARY S. JONES
 D.B.3208, PG.307
 ZONED A

SURVEYORS CERTIFICATION RETRACEMENT SURVEY

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 COMPLES 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 15-6-87.

RETRACEMENT SURVEY FOR:

H. CARSON SMITH



**LAND DEVELOPMENT
SURVEYORS, INC.**

P.O. BOX 2050
 Dacula, GA 30019
 (770) 682-8206
 LDSURVEY@BELLSOUTH.NET
 GSA LSF000832

Date: 12/4/23 Land Lot: 118 District: 8th

County: HALL COUNTY, GA Scale: 1"=50'

Sheet No.

Proj. Manager: Drawn By: MSF Checked By: LJJ

Job Number: 23180 File Number:

1 of 1

VARIANCE APPLICATION

The purpose of the requested variance is to remove the requirement of a rear entry as required by the City's TND zoning classification. These are extraordinary and exceptional conditions pertaining to the property. The property has lake frontage and Corp of Engineers property lines make a rear entry virtually impossible and economically unfeasible.

This is not the results of any actions by the property owners.

The variance is needed to make possible the proposed TND zoning classification.

Sec. 37.5. - Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The Governing Body shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.



Property owner information (if different than the applicant)

Property owner (please print): Dale A. Jones Properties #1, LLC

Signature of property owner: Dale A. Jones

Notary: Cindy E. Ballard
Expires March 16, 2025



Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Property owner information (if different than the applicant)

Property owner (please print): Dale A. Jones

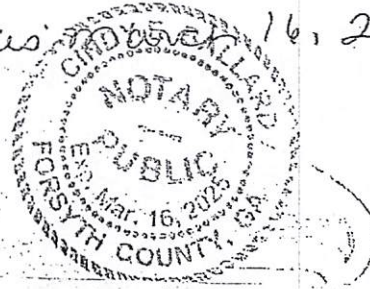
Signature of property owner: Dale A. Jones

Notary:

Cindy E. Ballard

my license expires

16, 2025



Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Flower Branch

Property owner information (if different than the applicant)

Property owner (please print): Ann Jones

Signature of property owner: Ann Jones

Notary:

K. Bowmar
EXP: 8-13-23



Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Property owner information (if different than the applicant)

Elizabeth Ann Jones

Property owner (please print):

Signature of property owner:

Elizabeth Ann Jones

Notary: *K. Bowmar*

EXP: 8-13-23



Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



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

NO

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

NO

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

NO

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

CONSTITUTIONAL OBJECTION

Based upon the above reasons, the applicant feels that this is a reasonable request and that action contradictory to the zoning request will constitute a taking of property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, and Article 1, Section 3, Paragraph 1 of the Constitution of Georgia, denying the owner viable use of its land.

January 9, 2024

Hall County Board of Commissioners
2875 Browns Bridge Road
Gainesville, Georgia 30504
c/o Jennifer Rivera, Commission Clerk

Re: Notification of Intent to Consider Annexation and Rezoning of Land Located in Hall County

Honorable Members of the Hall County Board of Commissioners:

Please be advised that the City of Flowery Branch, Georgia, by the authority vested in the Mayor and City Council of Flowery Branch, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to consider the annexation of the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) days of acceptance of a complete application for annexation by the City of Flowery Branch, in accordance with O.C.G.A § 36-36-6 and O.C.G.A § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A § 36-36-111.

The property to be considered for annexation and rezoning is shown on the enclosed map and is described as follows:

6300 JONES ROAD, tax parcel identification number 08118 001015.

Pursuant to O.C.G.A. § 36-36-111, a complete copy of the annexation and rezoning application is also enclosed.

Pursuant to O.C.G.A § 36-36-7 and O.C.G.A § 36-36-9, you must notify the Mayor and City Council of the City of Flowery Branch, in writing and by certified mail, return receipt requested, or statutory overnight delivery, return receipt requested, of any county facilities or property located within the properties to be annexed, within five (5) business days of receipt of this letter.

Hall County Board of Commissioners
Consideration of Annexation and Rezoning
January 9, 2024
Page 2 of 2

Pursuant to O.C.G.A § 36-66-4 a public hearing on zoning of the property to be considered for annexation as Flowery Branch TND (Traditional Neighborhood Development) will be held on Thursday, March 7, 2024, at 6:00 PM in the City of Flowery Branch City Council Chamber located at 5410 Pine Street, Flowery Branch, GA 30542. If the county has a valid objection under O.C.G.A § 36-36-113, in accordance with the objection and resolution process, you must notify the city governing authority within forty-five (45) calendar days of the receipt of this notice. Such notice of objection must be made by verifiable delivery and include documentation of the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection.

Sincerely,

Richard JE Atkinson

Director of Planning and Community Development

City of Flowery Branch

Rich@flowerybranchga.org

RA/

Enclosures: Site Map of Property to be considered for Annexation and Rezoning
Annexation and Rezoning Application

cc: William J. Linkous III, County Attorney

Randi Doveton, Director of Planning and Development

January 9, 2024
Hall County Schools
711 Green Street
Gainesville, GA 30501

**Re: Notification of Intent to Consider Annexation and Rezoning Application of Land
Located in Hall County**

Dear Ladies and Gentlemen:

Please be advised that the City of Flowery Branch, Georgia, by the authority vested in the Mayor and City Council of Flowery Branch, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to consider annexation of the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council. Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be considered for annexation as Flowery Branch TND (Traditional Neighborhood Development) will be held on Thursday, March 7, 2024, at 6:00 PM in the City of Flowery Branch City Council Chamber located at 5410 Pine Street, Flowery Branch, GA 30542. The property to be considered for annexation and rezoning is shown on the enclosed map and is described as follows: 6300 JONES ROAD, tax parcel identification number 08118 001015. Pursuant to O.C.G.A. § 36-36-111, a complete copy of the annexation and rezoning application is also enclosed.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) days of acceptance of a complete application for annexation by the City of Flowery Branch, after receipt of the application for zoning in accordance with O.C.G.A. § 36-36-111.

Sincerely,

Richard JE Atkinson

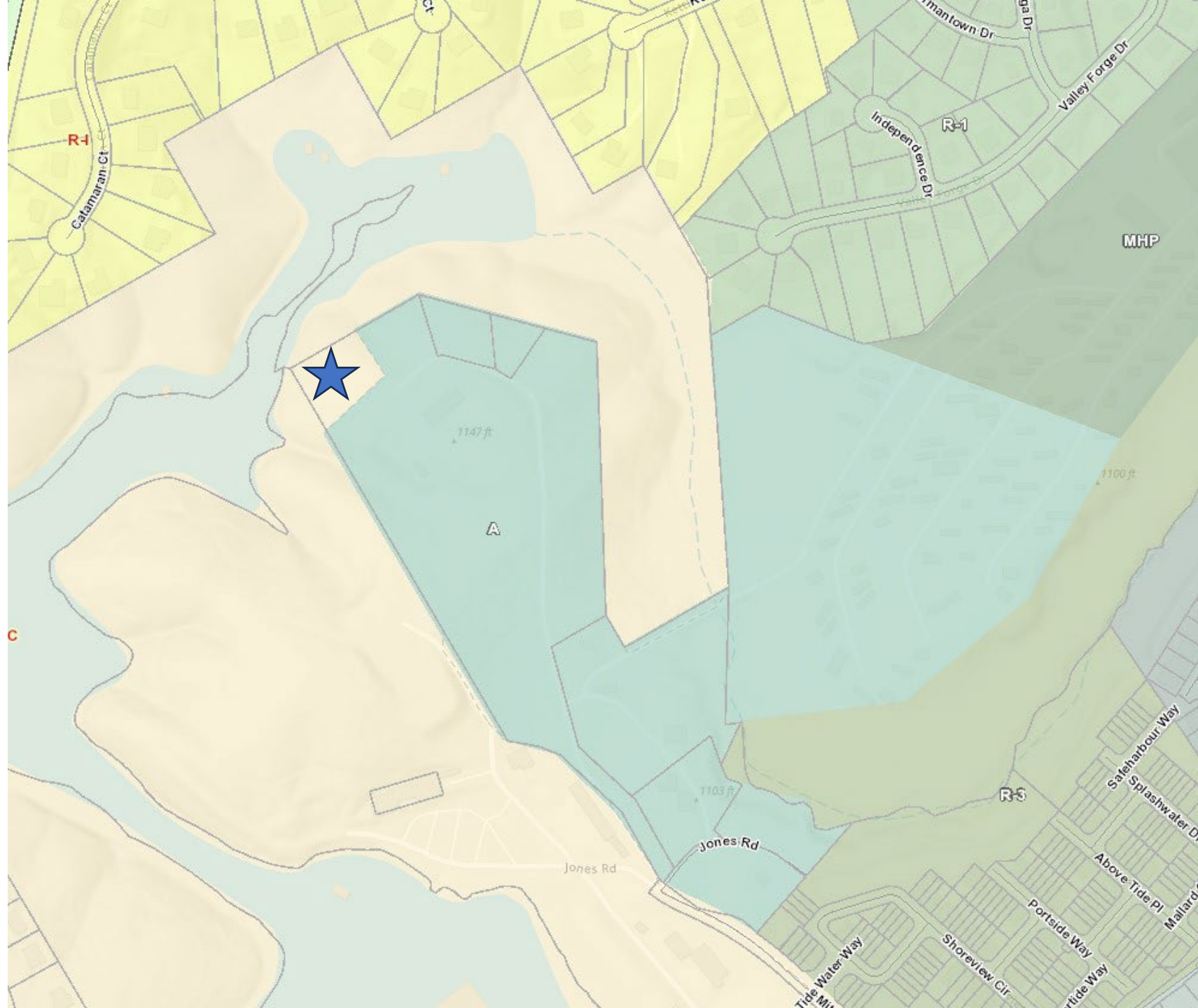
Director of Planning and Community Development

City of Flowery Branch

Rich@flowerybranchga.org

RA/

Enclosures: Site Map of Property to be considered for Annexation and Rezoning
Annexation and Rezoning Application





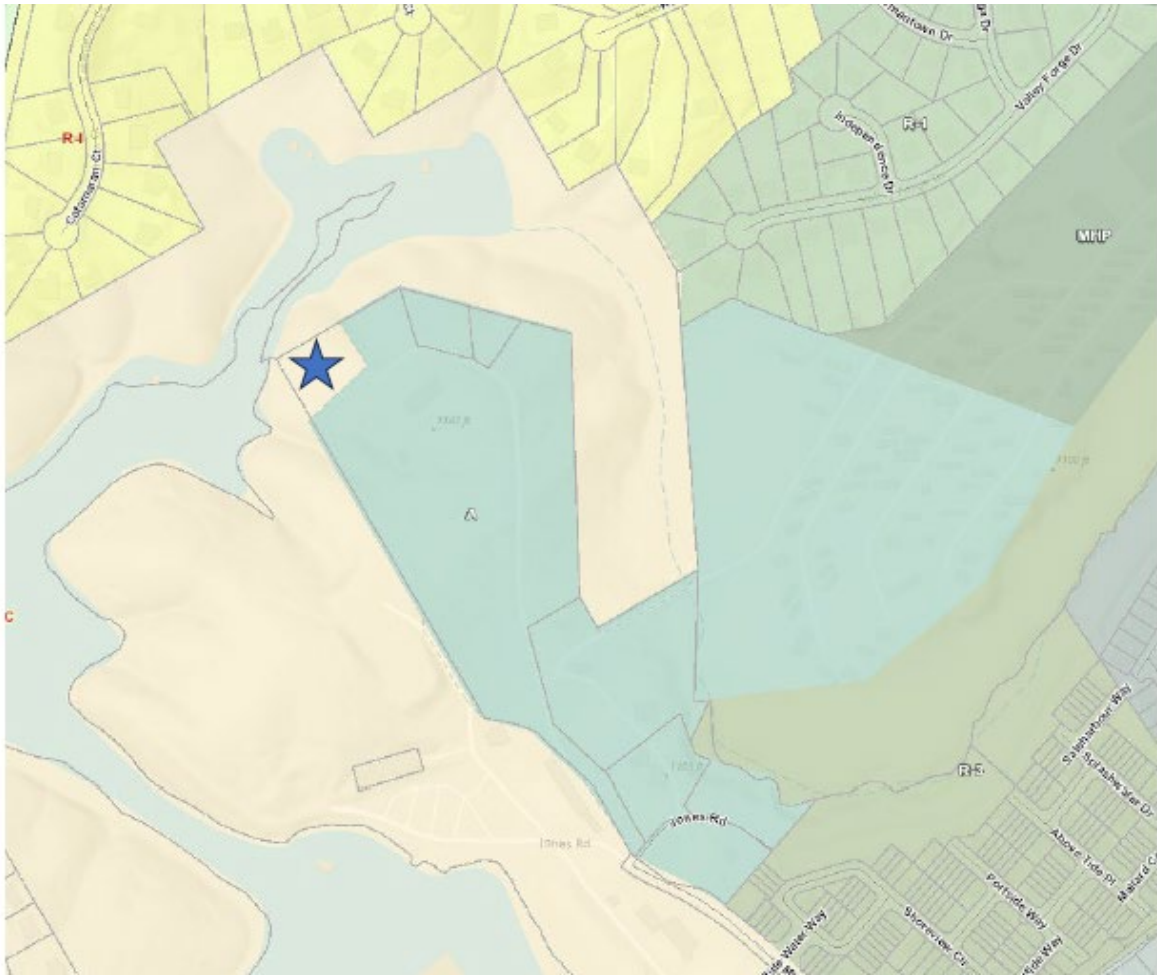
**Staff Report
6300 Jones Rd
Annexation & Rezoning Request 2024
Ordinances XXX & XXX**

Request

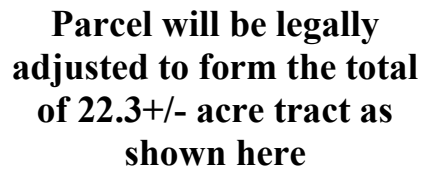
Request to annex and rezone a 0.854 +/- acre tract of land known as 6300 Jones Road and described as tax parcel identification number 08118 001015, from Hall County Vacation Cottage to Flowery Branch Traditional Neighborhood District

If annexed, it is requested to rezone the 21.446 +/- acres of the incorporated portion of land known as 6300 Jones Road, 6294 Jones Road, 6290 Jones Road, 6258 Jones Road, 6246 Jones Road, 6249 Jones Road and described as tax parcel identification number 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F from Agricultural District (A) and Residential Multi-Family District (R-3) to Traditional Neighborhood Development (TND).

GIS Map:



Boundary Plat:





Development Statistics:

- (a) Maximum and proposed height of any structure;
 - 35 feet
- (b) Maximum and proposed gross square footage of the building area (nonresidential only);
 - NA
- (c) Color renderings of any proposed structures;
- (d) Material list (with percentages) of any proposed structures;
 - Proposed homes would include a mixture of building materials including brick, stone, and/or fiber cement siding or shake.
- (e) Maximum and proposed number of dwelling units and minimum and proposed square footage of heated floor area for any dwelling unit (residential only);
 - 144 total residential units (144 single-family attached townhomes)
 - Minimum heated floor area: 1,600 square feet
- (f) Maximum and proposed lot coverage of building area (square feet and percent);
 - +/-80 percent
- (g) Minimum and proposed square footage of landscaped area (square feet and percent);
 - +/-4.9 acres of open space including stormwater management facilities and easements
- (h) Minimum, maximum and proposed number of parking spaces; and
 - 4 parking spaces per unit (two-car garage plus two-car driveway)
- (i) Other dimensional information as may be required by the Zoning Administrator.



Proposed Schedule

March 7, 2024 – Public Hearing
March 21, 2024 – Work section (if required)
April 4, 2024 – First Read and First Vote
April 18, 2024 – Work section (if required)
May 2, 2024- Second and Final Vote

Comprehensive Plan





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.

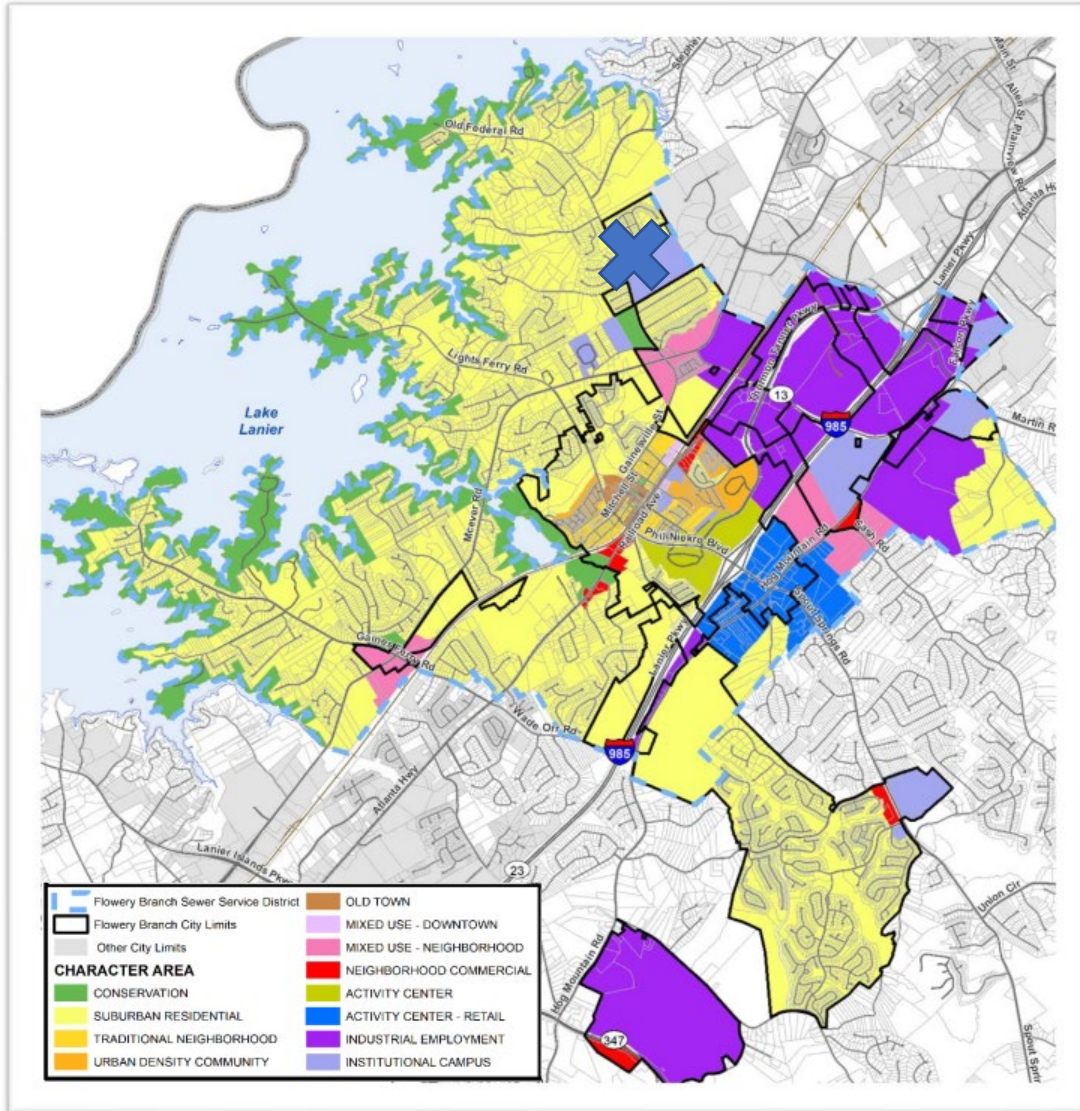
The Comprehensive Plan also outlines the overall strategy for achieving the City's vision for future development by identifying a 5-year Community Work Program (CWP) with a prioritized 'to-do' list. The CWP should be consulted by staff and City Council on an annual basis when developing annual department-level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

Suburban Residential Area



The following map was prepared to assist with the review of annexation requests. It depicts the citywide Future Development Map boundaries (bound in **black**) as well as an expanded area that reflects the portions of unincorporated Hall County that are in the Flowery Branch Sewer Service Area. The character area policies described in Chapter 4 apply to the expanded area.





Suburban Residential

Suburban Residential areas are located throughout the city and include locations where low- to- moderate density single-family development exists or is likely to based on a property's zoning and surrounding uses.

Vision

Protect established single-family neighborhoods and create quality new residential construction at suburban densities.

Design Principles

- Larger lots (1/3 to 1 acre) with houses set back from the road
- Cul-de-sacs and curvilinear streets (that are relatively wide when compared to traditional neighborhoods) with sidewalks
- Use of high quality exterior cladding materials (that are consistent on each level of the home)
- Diverse architectural styles are allowed, but there should be compatibility in overall neighborhood design such as roof pitch, building width, and level of ornamentation
- De-emphasized garage (recessed, side or rear entry)
- Opportunities for meaningful open space, including shared areas for the benefit of residents
- In Planned Unit Developments (PUDs), deviations in lot size, building setbacks and street width may be appropriate to maximize open space and improve neighborhood design

Land Uses

- Single-family detached dwellings
- Recreational uses integrated into a neighborhood

Zoning

- R-1 Detached Single-Family, Low-Density District
- R-2 Detached Single-Family, Moderate-Density District
- PUD - Planned Unit Development District

Implementation Strategies

- Amend City's Architectural Design Standards to address residential buildings
- Update PUD requirements to enhance open space and site design requirements
- Expand code enforcement ability by increasing full-time personnel

Illustrative Photos



The proposed development does not meet the strict requirements of the Comprehensive Plan. However, the size and scope of the proposed project would blend in with the surrounding area as it is residential in nature. This development, if approved, will not cause the desired housing mix to rise above



the 15% considered by the Comprehensive Plan (single family 70%, apartments 15%, and townhomes 15%).

Analysis

Flowerly 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.

Applicant Response:

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. The subject property is surrounded by a diverse mixture of land uses including commercial, residential, and recreational uses. The property is adjacent to an existing townhome community, a mobile home park, as well as relatively-intense commercial uses in the Hideaway Bay Marina. The proposed development would provide an appropriate transition of land uses from the adjacent marina and townhome community to less-intense single-family detached residential uses located to the north across the cove.

Yes, a residential use is appropriate for this site and the surrounding area.

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

No. Rather, the proposed development will complement the use and usability of adjacent and nearby property. The proposed residential use is compatible with adjacent residential uses and would complement the existing commercial uses located at the marina.

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.

The Applicant respectfully submits that the proposed development does not have reasonable economic use as currently zoned.

The current zoning may not be feasible for the growing economy need.



- (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.
No.
It is staff's opinion that the use may create any unnecessary traffic burden on Mitchell St. Another access to Lights Ferry Rd should be provided.
- (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. The proposed development is compatible with the policy of the comprehensive plan which encourages single-family residential development for the property.
The future land use map calls for the "Suburban Residential" character area to be implemented. This project is residential in nature but does not include single-family detached homes. However, it does meet the general intent of the comprehensive plan which contemplates a residential use.
- (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.
Yes. The subject property is located in a relatively intense mixed-use area with a variety of housing types and commercial uses. The property is adjacent to an existing mobile home park and a townhome community. A small-lot single-family detached community is also located nearby to the east. The subject property is also adjacent to the Hideaway Bay Marina which includes a restaurant and relatively intense commercial uses including boat sales, service, and storage.
It is staff's opinion that the development will add traffic burden to the existing traffic load. The proposal should not be approved without another access to Lights Ferry Road.
- (g) Existing use(s) and zoning of the subject property and nearby properties.
The Property is currently zoned A (Agricultural) and is adjacent to land zoned R-3 (Residential Multi-family), A, and MHP (Manufactured Home Park) in the City of Flowery Branch. The Hideaway Bay Marina is adjacent to the property and is zoned V-C in unincorporated Hall County.
As stated by applicant.
- (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.
The Applicant respectfully submits that the property has no reasonable economic use as currently zoned. Approval of the requested zoning would allow a reasonable economic use.
Staff does not have a specific number regarding property value.
- (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.
No, rather approval of the requested rezoning will permit a use that is compatible with the mixed-use nature of the surrounding area. The existing residential uses in the surrounding area include townhomes and single-family detached homes, which is exactly what the proposed development would provide. The proposed development would encourage improvement of surrounding residential property.



In staff's opinion, the proposed project will increase the land value and meet the increasing housing needs in this area. However, it will also raise traffic load on Mitchell St.

- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. The proposed zoning will enhance the value of adjacent property. All of the adjacent and nearby properties along Gainesville Street are zoned and used as single family residential, ranging from R-1 to PUD. TND zoning is consistent with the Comprehensive Plan's TN Character Area designation for this Property, and the Development density of 5 units/acre is well below the maximum. Based on the Comprehensive Plan, TND zoning is designed for development around other residential uses and is particularly suited for infill development near the downtown. TND is the only zoning classification contemplated in the TN Comprehensive Plan Character Area and the current zoning is not included.

N/A

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

The Applicant submits that no such negative impacts would result from the approval of the proposed development. The proposed development fits squarely within the identified purpose and intent of the PUD zoning classification in the zoning ordinance.

The proposed use does not comply with the character area of future development map.

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

Any such negative impacts would be mitigated by utilization of identified best management practices and as required by local, state, and federal governmental authorities.

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 fits squarely within the purpose and intent of the zoning ordinance and would provide a residential use that is consistent and compatible with the scope, scale, size, and density of surrounding residential uses.

The proposed development will enhance the surrounding area but does not meet the intent of the Zoning Ordinance.



Recommendation

1. It is staff's opinion that the proposal should not be approved considering the overwhelming traffic on Mitchell St will be caused by the proposed development.

ORDINANCE NO. 712

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING REAL PROPERTY TOTALING 22.300+/- ACRES OF LAND, OWNED BY MARY S JONES, ELIZABETH ANN JONES, ANN JONES, DALE A JONES, AND DALE A JONES PROPERTIES #1 LLC, IDENTIFIED AS 6300, 6294, 6290, 6258, 6270, 6246 AND 6249 JONES ROAD, TAX PARCELS 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F AND AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”; TO BE REZONED FROM HALL COUNTY VACATION COTTAGE (V-C) , FLOWERY BRANCH AGRICULTURAL DISTRICT (A) AND FLOWERY BRANCH Residential Multi-Family District (R-3) TO FLOWERY BRANCH TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT (TND), AS SHOWN ON ATTACHED EXHIBIT “A”, AND AS DESCRIBED ON ATTACHED EXHIBIT “B”, PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Mary S Jones, Elizabeth Ann Jones, Ann Jones, Dale A Jones, and Dale A Jones Properties #1 LLC own the subject parcel of land identified as Parcel Tax Identification No. 08118 001015, 08118 001009, 08118 001002D, 08118 001002E, 08118 001012, 08118 001020, 08118 001002F as shown on Exhibit “A”, and as described on Exhibit “B”; and

WHEREAS Mary S Jones, Elizabeth Ann Jones, Ann Jones, Dale A Jones, and Dale A Jones Properties #1 LLC have 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 7th, 2024 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 Hall County Vacation Cottage (V-C) , Flowery Branch Agricultural District (A) and Flowery Branch Residential Multi-Family District (R-3) to Flowery Branch 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.
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 subject parcels, as shown on Exhibit “A” and as legally described in Exhibit “B”, are hereby rezoned from Hall County Vacation Cottage (V-C) , Flowery Branch Agricultural District (A) and Flowery Branch Residential Multi-Family District (R-3) to Flowery Branch Traditional Neighborhood Development District (TND).

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.

Public Hearing Published 01/12/2024
Public Hearing 03/07/2024

First Reading 04/04/2024
Adopted 05/02/2024

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.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon approval.

SECTION 6. REPEALER.

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

Approved this 2nd day of May 2024.

Edward R. Asbridge, Mayor

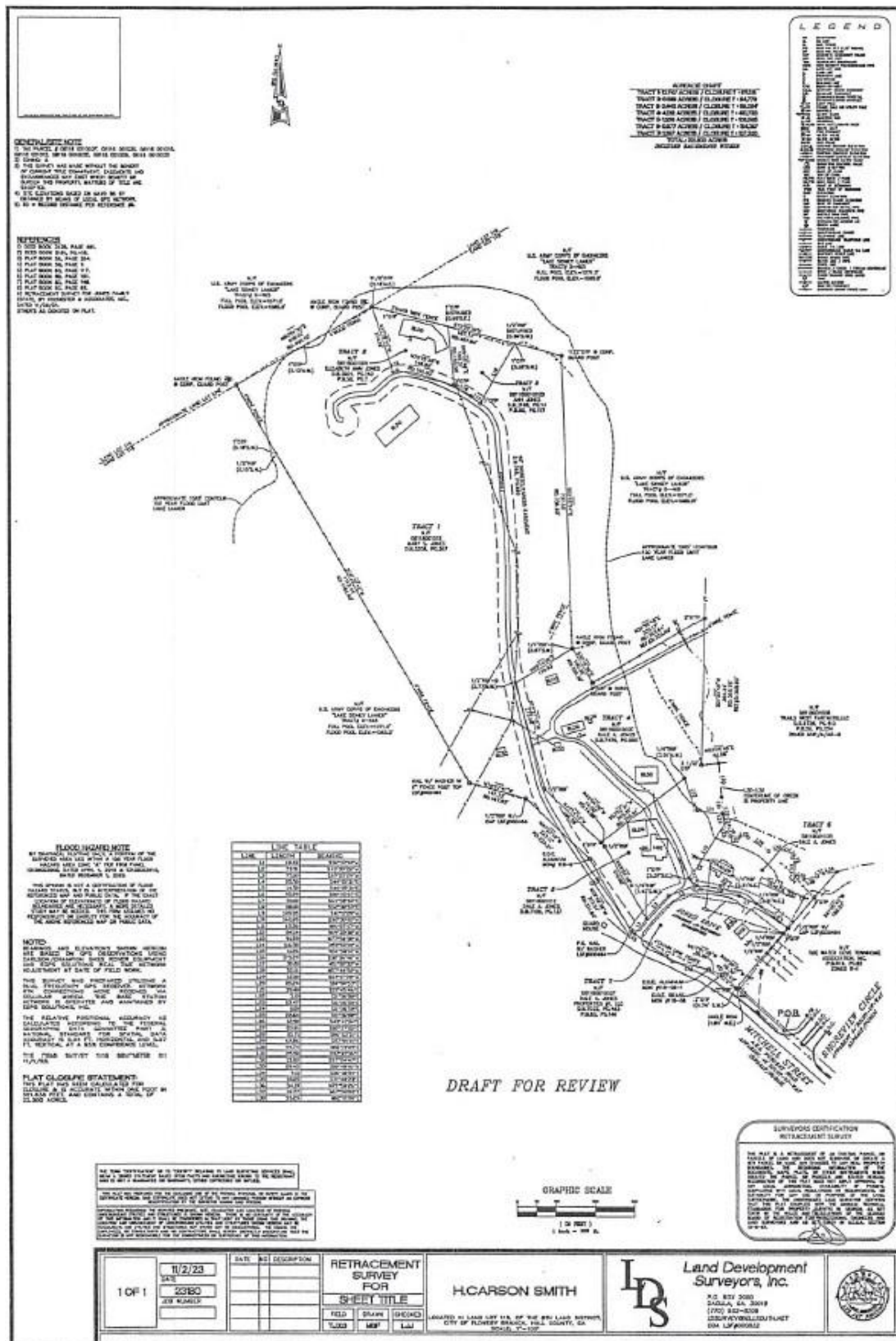
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

Ted C. Baggett, City Attorney

Exhibit "A"

SURVEY MAP



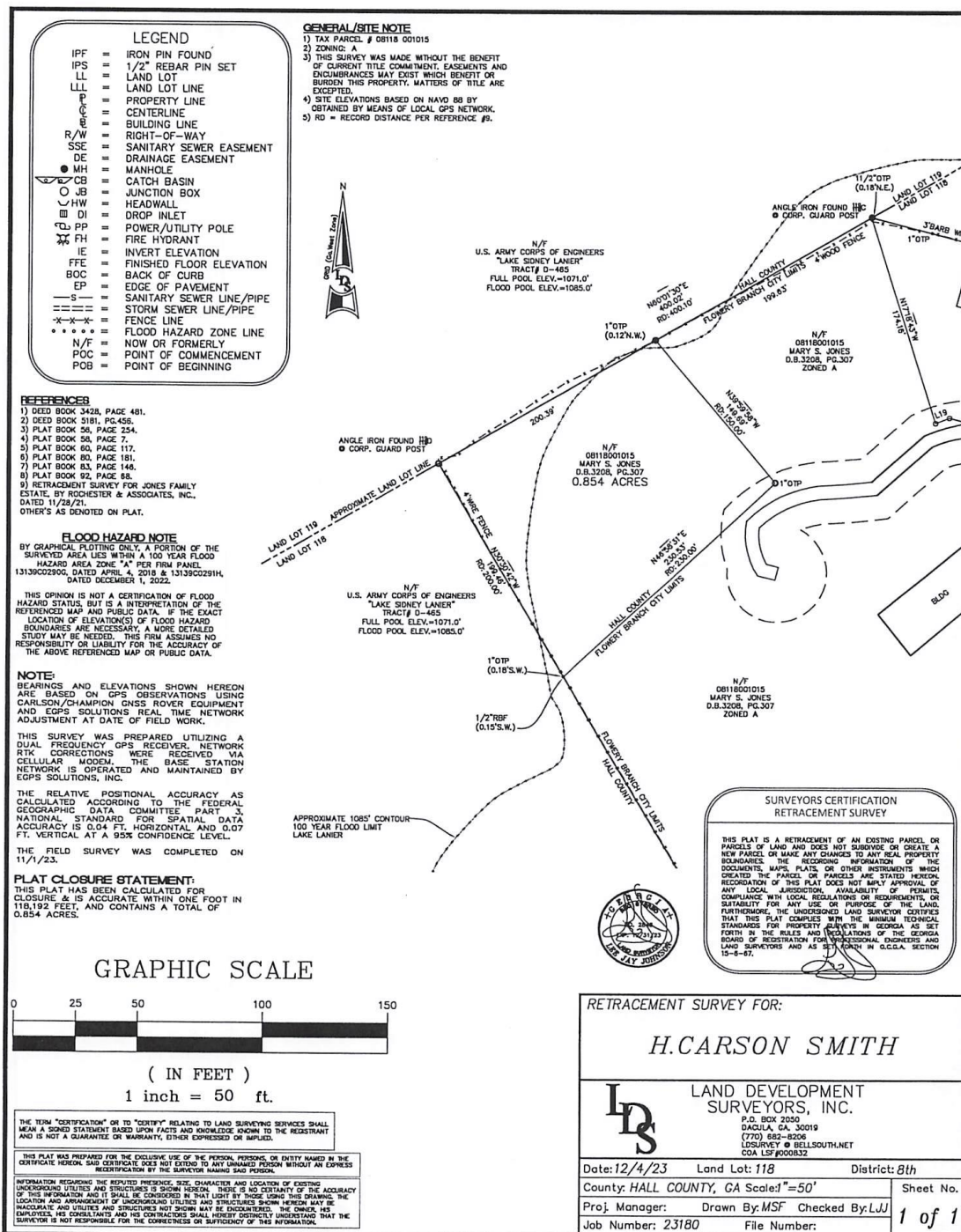


Exhibit "B"

OVERALL ACREAGE OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 118, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way), North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found, said 1-2" Rebar Found being the TRUE POINT OF BEGINNING;

THENCE from said ½" Rebar Found and continuing along said Right-of-Way for the next nine (9) calls, North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6;

THENCE from said Army Corp of Engineers Brass Monument #118-G6, North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G6-1, North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point;

THENCE from said Point, North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point;

THENCE from said Point, North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484);

THENCE from said P.K. Nail with a Washer (LSF #000484), North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G;

THENCE from said Army Corp of Engineers Aluminum Monument #118-G, North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) N 74°57'41" W for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484);

THENCE from said Nail with a Washer in a 6-inch Fence Post Top (LSF #000484), North 30 degrees 30 minutes 42 seconds West for a distance of 1162.45 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118D and leaving said Right-of-Way, North 60 degrees 01 minutes 30 seconds East for a distance of 400.02 feet to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118C;

THENCE from said Angle Iron Found at Army Corp of Engineers Guard Post 119/118C, South 75 degrees 20 minutes 39 seconds East for a distance of 497.77 feet to a ½" Open Top Pipe at an Army Corp of Engineers Guard Post;

THENCE from said ½" Open Top Pipe at an Army Corp of Engineers Guard Post, South 02 degrees 02 minutes 54 seconds East for a distance of 737.55 feet to an Angle Iron Found at an Army Corp. of Engineers Guard Post;

THENCE from said Angle Iron Found at an Army Corp. of Engineers Guard Post, South 30 degrees 16 minutes 56 seconds East for a distance of 100.39 feet to a 2" Open Top Pipe at an Army Corp. of Engineers Guard Post;

THENCE from said 2" Open Top Pipe at an Army Corp. of Engineers Guard Post, North 59 degrees 59 minutes 48 seconds East for a distance of 325.17 feet to a 2" Open Top Pipe;

THENCE from said 2" Open Top Pipe, South 01 degrees 25 minutes 48 seconds West for a distance of 369.24 feet to a 2½" Open Top Pipe;

THENCE from said 2½" Open Top Pipe, North 83 degrees 24 minutes 48 seconds East for a distance of 44.06 feet to a Point;

THENCE from said Point, South 04 degrees 04 minutes 53 seconds East for a distance of 85.24 feet to a Point;

THENCE from said Point, South 03 degrees 45 minutes 46 seconds East for a distance of 39.40 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 3.10 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 50 seconds East for a distance of 23.47 feet to a Point;

THENCE from said Point, South 11 degrees 56 minutes 08 seconds East for a distance of 22.64 feet to a Point;

THENCE from said Point, South 43 degrees 41 minutes 34 seconds East for a distance of 12.90 feet to a Point;

THENCE from said Point, South 85 degrees 37 minutes 02 seconds East for a distance of 23.81 feet to a Point;

THENCE from said Point, South 86 degrees 23 minutes 51 seconds East for a distance of 21.71 feet to a Point;

THENCE from said Point, South 57 degrees 01 minutes 14 seconds East for a distance of 62.86 feet to a Point;

THENCE from said Point, North 86 degrees 19 minutes 09 seconds East for a distance of 44.74 feet to a Point;

THENCE from said Point, South 37 degrees 41 minutes 36 seconds East for a distance of 25.50 feet to a Point;

THENCE from said Point, South 27 degrees 24 minutes 47 seconds East for a distance of 13.82 feet to a Point;

THENCE from said Point, South 00 degrees 48 minutes 41 seconds West for a distance of 29.45 feet to a Point;

THENCE from said Point, South 36 degrees 18 minutes 54 seconds East for a distance of 9.11 feet to a Point;

THENCE from said Point, South 71 degrees 44 minutes 23 seconds East for a distance of 18.05 feet to a Point;

THENCE from said Point, North 75 degrees 58 minutes 26 seconds East for a distance of 34.19 feet to a Point;

THENCE from said Point, North 67 degrees 58 minutes 02 seconds East for a distance of 18.77 feet to a Point;

THENCE from said Point, North 82 degrees 01 minutes 08 seconds East for a distance of 33.29 feet to a Point;

THENCE from said Point, South 41 degrees 05 minutes 43 seconds West for a distance of 188.57 feet to a ½" Rebar Found with a Cap (LSF #000484);

THENCE from said ½" Rebar Found with a Cap (LSF #000484) ½" Rebar Found, South 41 degrees 11 minutes 29 seconds West for a distance of 199.95 to a ½" Rebar Found along the North Easterly Right-of-Way of Mitch Street (apparent 40' right-of-Way), said ½" Rebar Found being the TRUE POINT OF BEGINNING.

Said property contains 22.300 acres.

Including Easements within.

PORTION OF PROPERTY TO BE ANNEXED

All that tract or parcel of land lying and being in Land Lot 118, 8th District, Hall County, Georgia and being more particularly described as followed:

To find the True Point of Beginning, begin at a point at the intersection along the South Westerly Right-of-Way of Shoreview Circle (apparent 44' Right-of-Way) and the South Easterly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way); THENCE from said point and following along the North Westerly Right-of-Way of Mitchell Street (apparent 40' Right-of-Way) for the next nine (9) calls and distances, North 48 degrees 51 minutes 14 seconds West for a distance of 161.27 feet to a ½" Rebar Found; THENCE North 48 degrees 58 minutes 34 seconds West for a distance of 48.30 feet to an Army Corp of Engineers Brass Monument #118-G6; THENCE North 67 degrees 51 minutes 39 seconds West for a distance of 35.86 feet to an Army Corp of Engineers Aluminum Monument #118-G6-1; THENCE North 77 degrees 54 minutes 30 seconds West for a distance of 91.59 feet to a Point; THENCE North 53 degrees 04 minutes 18 seconds West for a distance of 116.38 feet to a Point; THENCE North 54 degrees 58 minutes 10 seconds West for a distance of 11.26 feet to a P.K. Nail with a Washer (LSF #000484); THENCE North 29 degrees 49 minutes 36 seconds West for a distance of 211.54 feet to an Army Corp of Engineers Aluminum Monument #118-G; THENCE North 47 degrees 23 minutes 18 seconds West for a distance of 223.11 feet to a ½" Rebar Found with a Cap (LSF #000484); THENCE North 74 degrees 57 minutes 41 seconds West for a distance of 147.72 feet to a Nail with a Washer in a 6-inch Fence Post Top (LSF #000484); THENCE leaving said Right-of-Way, North 30 degrees 30 minutes 42 seconds West for a distance of 962.99 feet to a Point, said Point being the TRUE POINT OF BEGINNING;

THENCE from said point thus established, North 30 degrees 30 minutes 42 seconds West for a distance of 199.46 foot to an Angle Iron Found at Army Corp of Engineers Guard Post 119/118D; THENCE North 60 degrees 01 minutes 30 seconds East for a distance of 200.39 feet to a Point; THENCE South 39 degrees 59 minutes 58 seconds East for a distance of 149.69 feet to a 1" Open Top Pipe; THENCE South 46 degrees 58 minutes 31 seconds West for a distance of 230.53 feet to a Point, said Point being the TRUE POINT OF BEGINNING.

Said property contains 0.854 acres.

Including Easements within.

Public Hearing Published 01/12/2024
Public Hearing 03/07/2024

First Reading 04/04/2024
Adopted 05/02/2024