



**City of Flowery Branch  
City Council Meeting  
Thursday, August 03, 2023, 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:**

**PUBLIC HEARING:**

**NEW BUSINESS -WORK SESSION:**

- Consider Approval of Task Order with ESG Engineering, Inc. for the 2023 Water Distribution Improvements  
[ES - ESG Water distribution imprvmnts Task Order \\$97,500.pdf](#)  
[2023.06.13 - Alignment Exhibit.pdf](#)  
[2023.07.17 - Task Order - FB Water Main.pdf](#)
- Consider Beer and Wine License for Try-La INC, DBA: Hampton Inn & Suites  
[Hampton Inn ES.pdf](#)  
[SKM C450i G18011709380.pdf](#)
- Consider First Vote of Ordinance 698 to Amend the City of Flowery Branch Retirement Plan through GMA.  
[Executive Summary - Retirement Plan.pdf](#)  
[Ordinance 698 City of Flowery Branch Retirement Plan Amendment.pdf](#)  
[Flowery Branch CL 7 17 23.pdf](#)  
[Benefit Studies - Flowery Branch - 2023\(9672951.4\).pdf](#)
- Consider Cancellation of Contracts with Utility Service Company, Inc. for Water Tank Maintenance  
[ES - cancel contract with USG Utility Services Company water maint.pdf](#)  
[CITY OF FLOWERY BRANCH, GA - Tank 1 - PN 101571.pdf](#)  
[CITY OF FLOWERY BRANCH, GA - Tank 2 - PN 101573.pdf](#)
- Discussion about Potential Text Amendment to the Zoning Ordinance.  
[Gas Station location \(Proposed \).pdf](#)  
[Ordinance XXX.pdf](#)

**DEPARTMENT REPORTS:** - a. City Manager Report

b. City Clerk Report

c. Community Relations Report

d. Finance Department Report

e. Planning Department Report

\*Staff Presentation of Downtown Phase II

f. Police Department Report

- g. Public Works & Utilities Report
- h. Attorney Report
- i. Council Report

**ADJOURNMENT WORK SESSION:****VOTING SESSION AGENDA****CALL VOTING SESSION TO ORDER:**

**PUBLIC COMMENTS:** - Please limit to two minutes

**CONSENT AGENDA:**

- Consider July 20, 2023 City Council Meeting Minutes  
[Unofficial July 20, 2023 Minutes.pdf](#)
- Consider July 20, 2023 Executive Session Minutes

**UNFINISHED BUSINESS - VOTING SESSION:**

- Consider First Vote for an Appeal of the Zoning Administrator's Decision to Deny an Occupational Tax License Submitted by Mr. Razvan Catanitou.  
[Appeal for Razvan Catanitou.pdf](#)  
[4784 Cantrell Road Timeline of Events and Decision .pdf](#)
- Consider the Second Vote on Ordinance 693, a Variance Request Submitted by Stanton E. Porter Allowing Fuel Pumps to be Located in Front of the Primary Structure at 4603 Atlanta Highway.  
[Thurmond Tanner Pkwy Retail Center Site Plan\\_6-24-22.pdf](#)  
[Staff Report.pdf](#)  
[July Landscape Plan.pdf](#)  
[ORDINANCE 693 AUG 3.pdf](#)
- Consider Second Vote for Ordinance 696 for an Annexation and Ordinance 697 for a Rezoning Request submitted by Cook Communities.  
[1b-Annexation Application.pdf](#)  
[1a-Rezoning Application.pdf](#)  
[2a-Rezoning Exhibit \(Parkers Place\).pdf](#)  
[2b-Rezoning Exhibit \(Rendering\).pdf](#)  
[3-Letter of Intent.pdf](#)  
[4-Rezoning Analysis and Development Statistics \(Parkers Place\).pdf](#)  
[5-Parker's Place \(Traffic Memo\).pdf](#)  
[Cook Annexation Ordinance.pdf](#)  
[Cook Rezoning Ordinance.pdf](#)

**NEW BUSINESS - VOTING SESSION:**

- Consider Approval of Task Order with ESG Engineering, Inc. for the 2023 Water Distribution Improvements  
[ES - ESG Water distribution imprvmnts Task Order \\$97,500.pdf](#)  
[2023.06.13 - Alignment Exhibit.pdf](#)  
[2023.07.17 - Task Order - FB Water Main.pdf](#)

- Consider Beer and Wine License for Try-La INC, DBA: Hampton Inn & Suites  
[Hampton Inn ES.pdf](#)  
[SKM C450i G18011709380.pdf](#)
- Consider First Vote of Ordinance 698 to Amend the City of Flowery Branch Retirement Plan through GMA.  
[Executive Summary - Retirement Plan.pdf](#)  
[Ordinance 698 City of Flowery Branch Retirement Plan Amendment.pdf](#)  
[Flowery Branch CL 7 17 23.pdf](#)  
[Benefit Studies - Flowery Branch - 2023\(9672951.4\).pdf](#)
- Consider Cancellation of Contracts with Utility Service Company, Inc. for Water Tank Maintenance  
[ES - cancel contract with USG Utility Services Company water maint.pdf](#)  
[CITY OF FLOWERY BRANCH, GA - Tank 1 - PN 101571.pdf](#)  
[CITY OF FLOWERY BRANCH, GA - Tank 2 - PN 101573.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:** Consider Approval of Task Order with ESG Engineering, Inc. for the 2023 Water Distribution Improvements

**COUNCIL MEETING DATE:** August 3, 2023

---

---

#### **HISTORY:**

In the past 18 months, the city has bought two new wells for water supply and has built an elevated water tank that holds 250,000 gallons.

---

---

#### **FACTS AND ISSUES:**

Now that the wells are purchased and the elevated water tank is nearing completion, bid documents need to be developed for the water lines and pumps to get water from the wells into our distribution system.

If this task order is approved, ESG Engineering will provide professional engineering design services for the construction of drinking water distribution improvements in the City of Flowery Branch. This task will include Engineering Plans, Technical Specifications, and Contract Documents. The proposed design will include a new 12" water main extending from the Downtown/Gainesville St elevated water tank to the Roberts Drive elevated water tank and a new 10" extension from the new Tank down Gainesville Street to Light Ferry. Design will also include ancillary work required for the project, including relocation of existing utilities, erosion & sedimentation control measures, and traffic control. Also included in this task will be any standard

permitting\* required for the project, bid administration services during the publicly-advertised bid period, and contract administration services following award of the project contract.

The cost for these services is 4.5% and 2% (for survey, design engineering and bid administration and construction administration, respectively) of the anticipated project costs of a \$1.5M project.

---

---

#### **OPTIONS:**

- 1) Approve the Task Order from ESG Engineering in an amount not to exceed \$97,500 for survey, design engineering, bid administration and construction administration of the city's water distribution improvements.
- 2) Do not approve the task order, and bid out the engineering services for this project.

---

---

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

Yes

---

---

#### **AMOUNT AND SOURCE OF FUNDS:**

\$97,500 - capital project

---

---

#### **RECOMMENDATION:**

Approve a task order with ESG Engineering, Inc. for the 2023 water distribution improvements so the city can continue moving forward with our water distribution system.

---

---

#### **SAMPLE MOTION:**



I make a motion to approve the Task Order from ESG Engineering in an amount not to exceed \$97,500 for survey, design engineering, bid administration and construction administration of the city's water distribution improvements.

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [ES - ESG Water distribution imprvmnts Task Order \\$97,500.pdf](#)
- [2023.06.13 - Alignment Exhibit.pdf](#)
- [2023.07.17 - Task Order - FB Water Main.pdf](#)



**FLOWERY BRANCH CITY COUNCIL  
EXECUTIVE SUMMARY**

**SUBJECT:** Approval of Task Order with ESG Engineering, Inc. for the 2023 Water Distribution Improvements

**DATE:** July 20, 2023

**(X)RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-**

**( ) OTHER**

**CAPITAL- \$97,500**

**COUNCIL ACTION REQUESTED ON:** August 3, 2023

---

**PURPOSE:** Approve a task order with ESG Engineering, Inc. for the 2023 water distribution improvements so the city can continue moving forward with our water distribution system.

---

---

**HISTORY:** In the past 18 months, the city has bought two new wells for water supply and has built an elevated water tank that holds 250,000 gallons.

---

---

**FACTS AND ISSUES:** Now that the wells are purchased and the elevated water tank is nearing completion, bid documents need to be developed for the water lines and pumps to get water from the wells into our distribution system.

---

If this task order is approved, ESG Engineering will provide professional engineering design services for the construction of drinking water distribution improvements in the City of Flowery Branch. This task will include Engineering Plans, Technical Specifications, and Contract Documents. The proposed design will include a new 12" water main extending from the Downtown/Gainesville St elevated water tank to the Roberts Drive elevated water tank and a new 10" extension from the new Tank down Gainesville Street to Light Ferry. Design will also include ancillary work required for the project, including relocation of existing utilities, erosion & sedimentation control measures, and traffic control. Also included in this task will be any standard

---

---

---

permitting\* required for the project, bid administration services during the publicly-advertised bid period, and contract administration services following award of the project contract.

The cost for these services is 4.5% and 2% (for survey, design engineering and bid administration and construction administration, respectively) of the anticipated project costs of a \$1.5M project.

---

---

**OPTIONS:**

- 1) Approve the Task Order from ESG Engineering in an amount not to exceed \$97,500 for survey, design engineering, bid administration and construction administration of the city's water distribution improvements.
  - 2) Do not approve the task order, and bid out the engineering services for this project.
- 
- 

**RECOMMENDED SAMPLE MOTION:**

- 1) I make a motion to approve the Task Order from ESG Engineering in an amount not to exceed \$97,500 for survey, design engineering, bid administration and construction administration of the city's water distribution improvements.
- 
- 

**DEPARTMENT:** Administration

**Prepared by:** Tonya Parrish



FLOWERY BRANCH WATER MAIN IMPROVEMENTS  
PRELIMINARY ALIGNMENT EXHIBIT



**LEGEND**

- OPEN-CUT
- OPEN-CUT ROADS
- JACK & BORE
- DIRECTIONAL DRILL

GAINESVILLE ST WATER TANK

ROBERTS DR WATER TANK

12" WATER MAIN  
(SEE LEGEND)

SCALE: 1"=250'



## **TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is by and between ESG Engineering, Inc. (ESG) and Flowery Branch, Georgia, by and through its City Council (the "City").

**ESG's Address:** 6400 Peake Road, Macon Georgia 31210

**City's Address:** P.O. Box 757, 5410 Pine Street, Flowery Branch, GA 30542

**Project Name:** 2023 Water Distribution Improvements

**Project Location:** Flowery Branch, Georgia

**ESG Project Number:** F0002.008

---

### **1 SCOPE OF SERVICES**

ESG, in conjunction with sub-consultants, will perform the following Scope of Services:

#### **Task #1 – Engineering Design**

*ESG Engineering will provide professional engineering design services for the construction of drinking water distribution improvements in the City of Flowery Branch. This task will include Engineering Plans, Technical Specifications, and Contract Documents. The proposed design will include a new 12" water main extending from the Downtown/Gainesville St elevated water tank to the Roberts Drive elevated water tank and a new 10" extension from the new Tank down Gainesville Street to Light Ferry. Design will also include ancillary work required for the project, including relocation of existing utilities, erosion & sedimentation control measures, and traffic control. Also included in this task will be any standard permitting\* required for the project, bid administration services during the publicly-advertised bid period, and contract administration services following award of the project contract.*

*A portion of the proposed alignment will involve a jack and bore under the existing Norfolk Southern railroad in the downtown area. Engineering design costs for this portion of the work are included in Task #1; however, any fees charged by the railroad owner, such as permitting/review fees, license and/or annual franchise fees, liability coverage required by railroad during construction, or other fees are not included in this task and are to be paid by the City.*

#### **Task #2 – Construction Administration**

*This task includes preconstruction meeting coordination and attendance submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineer's certification of work complete.*

*\*Any additional work including, but not limited to, easement exhibits and/or field-staking, special permitting (Georgia Power, US Army Corp, EPD Stream Buffer), geotechnical inspection, etc., will be completed hourly and in addition to quoted lump sum fees. At this time these items are not expected to be required.*

### **2 COMPENSATION**

The City will compensate ESG as set forth below for the tasks described and for the Scope of Services performed by ESG pursuant to the terms provided below and the terms and conditions of the Agreement. In the event of a conflict between the provisions of this Task Order and the terms of the Agreement concerning the issue of compensation, the conflict or ambiguities shall be resolved according the applicable compensation terms of this Task Order.

### Pricing Based on Cost Estimate of Work- \$1.5M

|                                                                                                                                                                                                                                                                                                                             |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Task 1 –Survey, Design Engineering and Bid Administration</b><br>Includes Field Survey, Construction Plans, Technical Specifications and Contract Documents, Permitting* <b>Fee Basis- 4.5%</b>                                                                                                                          | \$ 67,500 Lump Sum Basis |
| <b>Task 2 – Construction Administration</b><br>Includes bid administration, contract administration, submittal reviews, site visits, monthly progress meetings, verification of construction progress and payment request approval, punch list meeting, and Engineer’s certification of work complete. <b>Fee Basis- 2%</b> | \$ 30,000 Lump Sum Basis |

## 3 OBLIGATIONS OF THE CITY

In addition to those obligations provided by the terms and conditions of the Agreement, the City shall:

### 3.1 City-Furnished Data

The City will provide to ESG all data in the City’s possession relating to ESG’s performance of the Scope of Services regarding the PROJECT. ESG will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

### 3.2 Access to Facilities and Property

The City will make its facilities accessible to ESG as required for ESG’s performance of the Scope of Services and will provide labor and safety equipment as required by ESG for such access. The City will perform, at no cost to ESG, such tests of equipment, machinery, pipelines, and other components of the City’s facilities as may be required in connection with ESG’s services.

### 3.3 Operations Assistance and Services

The City authorizes ESG to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the performance of the Scope of Services. The City authorizes ESG to take such actions in these respects as ESG considers necessary to meet the objectives of the Scope of Services.

### 3.4 Advertisements, Permits, and Access

The City will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ESG’s services.

### 3.5 Timely Review

The City will examine ESG’s studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the City deems appropriate; and render in writing decisions required by the City in a timely manner.

### 3.6 Prompt Notice

The City will give prompt written notice to ESG whenever the City observes or becomes aware of any development that affects the scope or timing of ESG’s performance, or of any defect in the work of ESG.

### 3.7 Changes

The City may request changes within the general Scope of Services in this Task Order. If such changes affect ESG’s cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Task Order. All requested changes will be made in writing and are subject to acceptance by ESG.

## 4 GENERAL LEGAL PROVISIONS

### 4.1 Authorization to Proceed

Execution of this Task Order by the City will be authorization for ESG to proceed with the work, unless otherwise provided for in this Task Order.

### 4.2 Force Majeure

ESG is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ESG. In any such event, ESG's contract price and schedule shall be equitably adjusted.

**4.3 No Conflict of Interest for Future Work**

The services performed by ESG under this Task Order do not preclude ESG from proposing on or providing such services to the City in the future. Information and knowledge gained by ESG in providing services under this contract shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

**4.4 Third Party Beneficiaries and Scope of Services**

This Task Order gives no rights or benefits to anyone other than the City and ESG and has no third party beneficiaries. The services to be performed for the City by ESG are defined solely by this Task Order and the terms and conditions of the Agreement.

**4.5 Materials and Samples**

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site within 60 days of close-out unless agreed to otherwise. Exceptions to this clause are items subjected to destructive testing or samples with nominal intrinsic value, such as samples of liquid, solid or gaseous materials that are non-hazardous. The City recognizes and agrees that ESG is acting as a Bailee and at no time assumes title to said items, substances, materials, or samples.

**4.6 Assignments**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Task Order, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Task Order are binding on the successors and assigns of the parties hereto.

**5 ATTACHMENTS, SCHEDULES, AND SIGNATURES**

This Task Order, including its attachments and schedules, and the terms and conditions of the Agreement constitutes the entire agreement between the parties, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

**Approved for the City of Flowery Branch, GA** (Print and sign name)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Approved for ESG Engineering** (Print and sign name)

By  \_\_\_\_\_

Name Trey Gavin, P.E.

Title Principal/Senior Vice-President

Date 07/17/2023





## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider Beer and Wine License for Try-La INC, DBA: Hampton Inn & Suites

**COUNCIL MEETING DATE:** August 3, 2023

---

---

**HISTORY:**

Hampton Inn and Suites is located at 4660 Holland Dam Road. Mr. Patel has been in business since 2008.

---

---

**FACTS AND ISSUES:**

The applicant, Yogesh Patel, is applying to serve beer and wine. He is the owner/operator of the business and has been since 2008.

The Hilton brand is requiring all hotels to allow alcohol to be served to their guests.

The application has been processed and reviewed and is in order for Council's approval.

---

---

**OPTIONS:**

Approve or Deny

---

---

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

Yes

---

---

**AMOUNT AND SOURCE OF FUNDS:**

\$0

---

---

**RECOMMENDATION:**

To allow the business to serve beer and wine to their guests.

---

---

**SAMPLE MOTION:**

I make a motion to approve the beer and wine license for the Hampton Inn and Suites.

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Police

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Hampton Inn ES.pdf](#)
- [SKM C450i G18011709380.pdf](#)

**FLOWERY BRANCH CITY COUNCIL  
EXECUTIVE SUMMARY**

**SUBJECT:** Consider beer and wine license for Try-La INC, DBA: Hampton Inn & Suites

**DATE:** August 3<sup>rd</sup>, 2023

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

**BUDGET INFORMATION:**

☐ **STATUS REPORT**

ANNUAL- No expenditure- Revenue Only

☐ **OTHER**

**COUNCIL ACTION REQUESTED ON:** August 3<sup>rd</sup>, 2023

---

---

**PURPOSE:** To allow the business to serve beer and wine to their guests.

---

---

**HISTORY:** Hampton Inn and Suites is located at 4660 Holland Dam Road. Mr. Patel has been in business since 2008.

---

---

**FACTS AND ISSUES:**

The applicant, Yogesh Patel, is applying to serve beer and wine. He is the owner/operator of the business and has been since 2008.

The Hilton brand is requiring all hotels to allow alcohol to be served to their guests.

The application has been processed and reviewed and is in order for Council's approval.

---

---

**OPTIONS:** Approve or Deny

---

---

**RECOMMENDED SAMPLE MOTION:** I make a motion to approve the beer and wine license for the Hampton Inn and Suites.

---

---

**DEPARTMENT:** Police Department

---

---

**Prepared by:** Kelsey Cash



## APPLICATION FOR BEER/ WINE/ALCOHOL LICENSE

For License Year **2023** (Expires December 31<sup>st</sup>)

**INSTRUCTIONS:** Every question shall be fully answered (typewritten, or printed in ink). If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed with the Police Department, together with all supporting papers and certified check, cashier's check, or cash, for the exact fee.

### 1. TRADE NAME OF BUSINESS:

Business Address: Hampton Inn and Suites 4660 holland dam road Flowery branch ga 30542

Business Phone: 770-965-0357 Owner Name: TRY-LA inc

Email Address: yogesh.patel2@hilton.com

Georgia Sales Tax No.: 305-765415 Federal Employee ID No.: 58-2155355

### 2. APPLICANT/OWNER: License Holder's Name (No initials, spell out all names)

First Name: YOGESH Middle Name: M Last Name: PATEL

Home Address: 6529 Sunset court Flowery Branch Ga 30542

If less than five years, list previous address:

Home phone #: 678-725-8434 Work phone #: 770-965-0357 Cell #: 678-725-8434

### 3. MANAGER OF BUSINESS: (No initials, spell out all names)

Name: Jessica Miller

Address: 6529 Sunset court Flowery Branch Ga 30542

Home phone #: 678-928-1739 Work phone #: 770-965-0357 Cell #: 678-928-1739

Date of Birth: May 22, 1981 SSN: '

I hereby certify as the applicant that I have received, read, and understand the City of Flowery Branch's regulations controlling alcoholic beverages and herein make application for:

**Package Sales**

\_\_\_\_\_ Beer \$ 700.00  
 \_\_\_\_\_ Wine \$ 700.00  
 \_\_\_\_\_ Distilled Spirits \$5,000.00

**Consumption on Premises**

x \_\_\_\_\_ Beer \$ 700.00  
 x \_\_\_\_\_ Wine \$ 700.00  
 \_\_\_\_\_ Distilled Spirits \$4,000.00

**Wholesale**

\_\_\_\_\_ Beer \$ 150.00  
 \_\_\_\_\_ Wine \$ 150.00  
 \_\_\_\_\_ Distilled Spirits \$ 150.00

**Caterer**

\_\_\_\_\_ Beer \$300.00  
 \_\_\_\_\_ Wine \$300.00  
 \_\_\_\_\_ Distilled Spirits \$300.00

**Tasting Permit**

\_\_\_\_\_ Beer \$50.00  
 \_\_\_\_\_ Wine \$50.00

**Miscellaneous**

\_\_\_\_\_ Brew Pub \$5,000.00  
 \_\_\_\_\_ Wine Corkage \$ 150.00  
 \_\_\_\_\_ Transfer Fee \$ 200.00  
 \_\_\_\_\_ Amenities Fee \$ 100.00  
 \_\_\_\_\_ Amenity Permit \$ 200.00

**Total Due** \$ 1400.00

a. Has this place of business or anyone connected therewith been cited or charged at any time with any violation of State or Federal law or regulation, or any rule or regulation of the City of Flowery Branch, or Hall County since the last application? Yes \_\_\_\_\_ No x \_\_\_\_\_  
 (If yes, give details on separate sheet.)

b. Has anyone (including anyone having any interest in this application) been convicted of driving under the influence within the past five (5) years? Yes \_\_\_\_\_ No x \_\_\_\_\_

c. Has anyone (including anyone having any interest in this application) had their license revoked by any municipality, county, state or federal government?

Yes \_\_\_\_\_ No x \_\_\_\_\_

(If yes, give reason)

Reason: \_\_\_\_\_

d. List all pertinent information for each person, firm, or corporation having any interest in this application and the type and percent of that interest:

| Name         | Address                                   | Birth date       | S.S. # | % Interest |
|--------------|-------------------------------------------|------------------|--------|------------|
| Yogesh Patel | 6529 Sunset Court Flowery branch Ga 30542 | August 16th 1964 | 7      | 100        |
|              |                                           |                  |        |            |
|              |                                           |                  |        |            |



4. List full name and address and other pertinent information of the owner of the building and the name and address of the owner of the land and the name and address of all lessors and sub lessors. **(Attach a copy of the lease or deed if it has changed since the last submittal.)**

| Owner, Lessor, Sub lessor | Address                                   | Payments |
|---------------------------|-------------------------------------------|----------|
| Yogesh Patel              | 6529 Sunset Court Flowery Branch Ga 30542 |          |
|                           |                                           |          |

5. List all other businesses engaged in the sale of alcoholic beverages that any person, firms, or corporations herein listed are interested in, employed by or associated with in any way whatsoever.  
(Attach list if necessary).

| Business Name | Address |
|---------------|---------|
| none          |         |
|               |         |

## OATH OF APPLICANT

I do solemnly swear, subject to criminal penalties for false swearing, the statements and answers made to the foregoing questions in this application for a license as a dealer in alcoholic beverages are true and complete, and no false or fraudulent statement or answer is made herein to procure granting of a license, that any license issued pursuant to this application is conditioned upon the truth of the answers and statements made herein and that any false or fraudulent statement or answer herein shall constitute cause for the suspension or revocation of any license issued pursuant to this application.

Should any change occur during the year for which a license is issued pursuant to this application which would require a different answer to any question contained in this application, such change MUST be reported as a written amendment to this application within five (5) days of the change. Failure to make such amendment shall be a cause for the suspension or revocation of any license issued.

A copy of the Alcoholic Beverage Ordinance is to be kept on the licensed premises at all times.  
(If you are in need of a replacement copy please pick one up at the Police Department)

  
Applicant's Signature

Owner

Title

Try-La Inc Hampton Inn and Suites

Name of Business

Sworn to and subscribed before me this 22<sup>nd</sup> day of June, 2023.

  
Notary Public

My Commission Expires:

Kelsey Cash  
NOTARY PUBLIC  
Hall County, GEORGIA  
My Commission Expires 04/03/2026

# Affidavit Verifying Status for City Public Benefits Application

By executing this affidavit under oath, as an applicant for a City of Flowery Branch, Ga. Business License, Alcoholic Beverage License, contract or other public benefit as referred in O.C.G.A. Section 50-36-1, I am Stating that the following with respect to my application for a City of Flowery Branch Business License, Alcoholic Beverage License, contract or other (circle one) for

**Yogesh Patel**

(Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity)

1) X I am a United States Citizen

OR

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States\*

In making the above representative under oath, I understand that any person who knowingly and willfully makes false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Yogesh Patel 6/22/23  
Signature of Applicant Date  
**Yogesh Patel**  
Printed Name

\_\_\_\_\_  
Alien Registration number for non-citizens\*

Subscribed and sworn before me this 22<sup>nd</sup> day of June, 2023

[Signature]  
Notary Public Signature

Balsey Cash  
NOTARY PUBLIC  
Hall County, GEORGIA  
Commission Expires  
My Commission Expires 04/03/2026

\*Note" O.C.G.A. 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below

**LIST OF EMPLOYEES FOR ALCOHOL-LICENSED BUSINESS (NON-MANAGERS)**

Business Name: TRY-La INC Hampton Inn asnd Suites Alcohol License #:

|                     |                 |        |              |
|---------------------|-----------------|--------|--------------|
| Employee Name:      | Daniel Talavera | Title: | Front Desk   |
| Date of Birth:      | 09/23/1993      | Phone: | 678-283-0430 |
| Alcohol Permit Exp: |                 |        |              |

|                     |                |        |              |
|---------------------|----------------|--------|--------------|
| Employee Name:      | Camelia Dillon | Title: | Front desk   |
| Date of Birth:      | 10/16/1995     | Phone: | 678-200-3326 |
| Alcohol Permit Exp: |                |        |              |

|                     |                 |        |              |
|---------------------|-----------------|--------|--------------|
| Employee Name:      | Melissa Mueller | Title: | Front Desk   |
| Date of Birth:      | 08/26/1994      | Phone: | 678-858-2624 |
| Alcohol Permit Exp: |                 |        |              |

|                     |              |        |              |
|---------------------|--------------|--------|--------------|
| Employee Name:      | Robin Kinsey | Title: | Front Desk   |
| Date of Birth:      | 08/22/1996   | Phone: | 231-729-0138 |
| Alcohol Permit Exp: |              |        |              |

|                     |             |        |              |
|---------------------|-------------|--------|--------------|
| Employee Name:      | Stacy Young | Title: | Front Desk   |
| Date of Birth:      | 06/28/1991  | Phone: | 678-943-0433 |
| Alcohol Permit Exp: |             |        |              |

|                     |                |        |              |
|---------------------|----------------|--------|--------------|
| Employee Name:      | Maria Castillo | Title: | Front desk   |
| Date of Birth:      | 09/10/1996     | Phone: | 860-209-7914 |
| Alcohol Permit Exp: |                |        |              |

|                     |               |        |               |
|---------------------|---------------|--------|---------------|
| Employee Name:      | Kaitlyn Jones | Title: | Front desk    |
| Date of Birth:      | 01/27/1969    | Phone: | 828-7366-2871 |
| Alcohol Permit Exp: |               |        |               |

|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

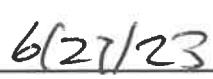
|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

**Applicant Privacy Rights  
Notification Signature Form**

**Applicant Notification and Record Challenge:**

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the [FBI website](#).

|                                                                                                         |                                                                                                           |                                                                                                      |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <br>_____<br>Signature | <br>_____<br>Print Name | <br>_____<br>Date |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|







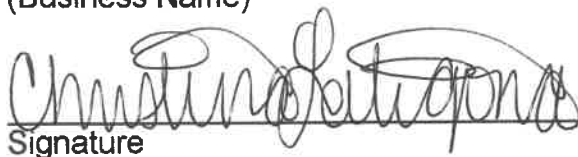
What is the “registered agent?”

**Section 8-179 – Must be a resident of Hall County**

The registered agent is the “mailbox” for the business. He or she is the person or entity designated by the business to receive any lawsuit or other official communication on its behalf. The registered agent may or may not be an owner, shareholder or officer of the corporation. Many corporations/businesses use their attorney or a professional corporate service company for this service. The registered agent’s address must be a street address in Hall County, and the agent must be located at that address. Please review O.C.G.A. 14-2-501 (profit) or 14-3-501 (nonprofit). A post office box or “mail drop” may not be used as the registered agent address. **NOTE: Attach a copy of driver's license and proof of Hall County residency, ie; phone or utility bill, that reflects the address listed by the Registered Agent.**

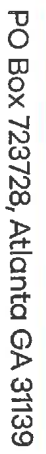
Yogesh Patel Try-La Inc dba Hampton Inn & Suites  
I \_\_\_\_\_ representing \_\_\_\_\_ (Name & title)  
\_\_\_\_\_  
(Business Name)  
Hampton Inn and Suites 4660 Holland Dam Road Flowery Branch Ga 30542  
\_\_\_\_\_ appoint  
(Address of business)  
Christina J Latigona  
\_\_\_\_\_ as the resident agent.  
(Name of person)

I authorize said agent to accept process notice or demand upon  
Try-La inc dba hampton Inn & dsuites  
\_\_\_\_\_ under the alcoholic beverage ordinance of Flowery Branch  
(Business Name)

  
Signature

  
Notary Signature

Commission Expires \_\_\_\_\_  
Kelsey Cash  
NOTARY PUBLIC  
Hall County, GEORGIA  
My Commission Expires 04/03/2026



2000  
 2001  
 2002  
 2003  
 2004  
 2005  
 2006  
 2007  
 2008  
 2009  
 2010  
 2011  
 2012  
 2013  
 2014  
 2015  
 2016  
 2017  
 2018  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025  
 2026  
 2027  
 2028  
 2029  
 2030  
 2031  
 2032  
 2033  
 2034  
 2035  
 2036  
 2037  
 2038  
 2039  
 2040  
 2041  
 2042  
 2043  
 2044  
 2045  
 2046  
 2047  
 2048  
 2049  
 2050  
 2051  
 2052  
 2053  
 2054  
 2055  
 2056  
 2057  
 2058  
 2059  
 2060  
 2061  
 2062  
 2063  
 2064  
 2065  
 2066  
 2067  
 2068  
 2069  
 2070  
 2071  
 2072  
 2073  
 2074  
 2075  
 2076  
 2077  
 2078  
 2079  
 2080  
 2081  
 2082  
 2083  
 2084  
 2085  
 2086  
 2087  
 2088  
 2089  
 2090  
 2091  
 2092  
 2093  
 2094  
 2095  
 2096  
 2097  
 2098  
 2099  
 2100  
 2101  
 2102  
 2103  
 2104  
 2105  
 2106  
 2107  
 2108  
 2109  
 2110  
 2111  
 2112  
 2113  
 2114  
 2115  
 2116  
 2117  
 2118  
 2119  
 2120  
 2121  
 2122  
 2123  
 2124  
 2125  
 2126  
 2127  
 2128  
 2129  
 2130  
 2131  
 2132  
 2133  
 2134  
 2135  
 2136  
 2137  
 2138  
 2139  
 2140  
 2141  
 2142  
 2143  
 2144  
 2145  
 2146  
 2147  
 2148  
 2149  
 2150  
 2151  
 2152  
 2153  
 2154  
 2155  
 2156  
 2157  
 2158  
 2159  
 2160  
 2161  
 2162  
 2163  
 2164  
 2165  
 2166  
 2167  
 2168  
 2169  
 2170  
 2171  
 2172  
 2173  
 2174  
 2175  
 2176  
 2177  
 2178  
 2179  
 2180  
 2181  
 2182  
 2183  
 2184  
 2185  
 2186  
 2187  
 2188  
 2189  
 2190  
 2191  
 2192  
 2193  
 2194  
 2195  
 2196  
 2197  
 2198  
 2199  
 2200  
 2201  
 2202  
 2203  
 2204  
 2205  
 2206  
 2207  
 2208  
 2209  
 2210  
 2211  
 2212  
 2213  
 2214  
 2215  
 2216  
 2217  
 2218  
 2219  
 2220  
 2221  
 2222  
 2223  
 2224  
 2225  
 2226  
 2227  
 2228  
 2229  
 2230  
 2231  
 2232  
 2233  
 2234  
 2235  
 2236  
 2237  
 2238  
 2239  
 2240  
 2241  
 2242  
 2243  
 2244  
 2245  
 2246  
 2247  
 2248  
 2249  
 2250  
 2251  
 2252  
 2253  
 2254  
 2255  
 2256  
 2257  
 2258  
 2259  
 2260  
 2261  
 2262  
 2263  
 2264  
 2265  
 2266  
 2267  
 2268  
 2269  
 2270  
 2271  
 2272  
 2273  
 2274  
 2275  
 2276  
 2277  
 2278  
 2279  
 2280  
 2281  
 2282  
 2283  
 2284  
 2285  
 2286  
 2287  
 2288  
 2289  
 2290  
 2291  
 2292  
 2293  
 2294  
 2295  
 2296  
 2297  
 2298  
 2299  
 2300  
 2301  
 2302  
 2303  
 2304  
 2305  
 2306  
 2307  
 2308  
 2309  
 2310  
 2311  
 2312  
 2313  
 2314  
 2315  
 2316  
 2317  
 2318  
 2319  
 2320  
 2321  
 2322  
 2323  
 2324  
 2325  
 2326  
 2327  
 2328  
 2329  
 2330  
 2331  
 2332  
 2333  
 2334  
 2335  
 2336  
 2337  
 2338  
 2339  
 2340  
 2341  
 2342  
 2343  
 2344  
 2345  
 2346  
 2347  
 2348  
 2349  
 2350  
 2351  
 2352  
 2353  
 2354  
 2355  
 2356  
 2357  
 2358  
 2359  
 2360  
 2361  
 2362  
 2363  
 2364  
 2365  
 2366  
 2367  
 2368  
 2369  
 2370  
 2371  
 2372  
 2373  
 2374  
 2375  
 2376  
 2377  
 2378  
 2379  
 2380  
 2381  
 2382  
 2383  
 2384  
 2385  
 2386  
 2387  
 2388  
 2389  
 2390  
 2391  
 2392  
 2393  
 2394  
 2395  
 2396  
 2397  
 2398  
 2399  
 2400  
 2401  
 2402  
 2403  
 2404  
 2405  
 2406  
 2407  
 2408  
 2409  
 2410  
 2411  
 2412  
 2413  
 2414  
 2415  
 2416  
 2417  
 2418  
 2419  
 2420  
 2421  
 2422  
 2423  
 2424  
 2425  
 2426  
 2427  
 2428  
 2429  
 2430  
 2431  
 2432  
 2433  
 2434  
 2435  
 2436  
 2437  
 2438  
 2439  
 2440  
 2441  
 2442  
 2443  
 2444  
 2445  
 2446  
 2447  
 2448  
 2449  
 2450  
 2451  
 2452  
 2453  
 2454

6846 SCARLET OAK WAY LOT 108

FLOWERY BR GA 30542-0059



City of Flowery Branch

5270 Railroad Avenue

Flowery Branch GA 30542



## RECEIPT

Case # wine license Citation # 0

For Licenses- Wine

Issued By J.K

Payment Receipt Date 06/27/2023

Receipt # 181378

Payor Try-La Inc

Name Try-LA INC

Method Check

CK / MO #

Balance Forward 525.00

Amount Paid 525.00

Remaining \$0.00

**-Thank You-**

Court Copy

City of Flowery Branch

5270 Railroad Avenue

Flowery Branch GA 30542



**RECEIPT**

**Case #** beer license      **Citation #** 0

**For** Licenses- Beer

**Issued By** J.K.

**Payment Receipt Date** 06/27/2023

**Receipt #** 181377

**Payor** Try-La Inc

**Name** Try-LA INC

**Method** Check

**CK / MO #**

**Balance Forward** 525.00

**Amount Paid** 525.00

**Remaining** \$0.00

**-Thank You-**

Court Copy



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider First Vote of Ordinance 698 to Amend the City of Flowery Branch Retirement Plan through GMA.

**COUNCIL MEETING DATE:** August 3, 2023

---

---

#### HISTORY:

Historically, The City of Flowery Branch has offered the city staff a pension plan through GMA with a 2% multiplier and no cap in years of service. During the Council retreat for the FY2024 budget it was expressed, by council, that we need to look at our benefits package to ensure that we retain and attract highly qualified employees. The staff looked at its insurance package and retirement package to ensure that it was competitive with the market. Recently the council approved the establishment of the City of Flowery Branch 457 plan for employees to contribute to, however; it appears that changes to our current Pension plan are recommend to remain competitive in the employee market.

---

---

#### FACTS AND ISSUES:

In an effort to attract and retain highly qualified employees, city staff constantly evaluates the benefits provided to its employees. As we reviewed the current benefits package for insurance and retirement, we discussed the possibility of updating the City's pension plan to our employees to attract and retain highly qualified employees. City staff reviewed options, provided by GMA, of increasing the pension multiplier to 2.5% or 3%. It was determined, from the option studied, that an increase to a 2.5% multiplier with a 30 year cap is the best and most sustainable option. City staff feels that this amendment will help retain and attract highly qualified employees.

---

---

#### OPTIONS:

Approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan or table for further discussion.

---

---

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

Yes

---

---

#### AMOUNT AND SOURCE OF FUNDS:

---

---

#### RECOMMENDATION:

Approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan .

---

---

#### SAMPLE MOTION:

I make a motion to approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan and authorize the Mayor and City Staff to sign any necessary documents.

---

---

#### COLLABORATING DEPARTMENT:

---

---

**DEPARTMENT:** Finance

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Executive Summary - Retirement Plan.pdf](#)
- [Ordinance 698 City of Flowery Branch Retirement Plan Amendment.pdf](#)
- [Flowery Branch CL 7 17 23.pdf](#)
- [Benefit Studies - Flowery Branch - 2023\(9672951.4\).pdf](#)

**FLOWERY BRANCH CITY COUNCIL**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Ordinance 698 to Amend the City Flowery Branch Retirement Plan through GMA.

**DATE:** July 26, 2023

**(X)RECOMMENDATION**

**BUDGET INFORMATION:**

**ANNUAL-**

**CAPITAL-**

**( ) POLICY DISCUSSION**

**( ) STATUS REPORT**

**( ) OTHER**

**COUNCIL ACTION REQUESTED ON:** August 3, 2023

---

---

**PURPOSE:**

To amend the City of Flowery Branch Retirement plan for city employees through Georgia Municipal Association (GMA).

---

---

**HISTORY:**

Historically, The City of Flowery Branch has offered the city staff a pension plan through GMA with a 2% multiplier and no cap in years of service. During the Council retreat for the FY2024 budget it was expressed, by council, that we need to look at our benefits package to ensure that we retain and attract highly qualified employees. The staff looked at its insurance package and retirement package to ensure that it was competitive with the market. Recently the council approved the establishment of the City of Flowery Branch 457 plan for employees to contribute to, however; it appears that changes to our current Pension plan are recommend to remain competitive in the employee market.

---

---

**FACTS AND ISSUES:**

In an effort to attract and retain highly qualified employees, city staff constantly evaluates the benefits provided to its employees. As we reviewed the current benefits package for insurance and retirement, we discussed the possibility of updating the City's pension plan to our employees to attract and retain highly qualified employees. City staff reviewed options, provided by GMA, of increasing the pension multiplier to 2.5% or 3%. It was determined, from the option studied, that an increase to a 2.5% multiplier with a 30 year cap is the best and most sustainable option. City staff feels that this amendment will help retain and attract highly qualified employees.

---

---



---

---

**OPTIONS:**

Approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan or table for further discussion.

---

---

**RECOMMENDED SAMPLE MOTION:**

I make a motion to approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan and authorize the Mayor and City Staff to sign any necessary documents.

---

---

**DEPARTMENT:** Administration

**Prepared by:** Matthew Hamby

---

---

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

**DEFINED BENEFIT RETIREMENT PLAN**

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

**City of Flowery Branch**

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

## **TABLE OF CONTENTS**

|                                                                                                 | <b><u>PAGE</u></b> |
|-------------------------------------------------------------------------------------------------|--------------------|
| 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.....                                                                          | 4                  |
| 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,<br>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.....                                                         | 20                 |
| A. Maximum Total Credited Service.....                                                          | 20                 |
| 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<br>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 Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement) ..... | 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 .....                                                                                                                                                                                                                                                                | 29 |
| 18. | PRE-RETIREMENT DEATH BENEFITS .....                                                                                                                                                                                                                                                                                          | 30 |
| A.  | In-Service Death Benefit.....                                                                                                                                                                                                                                                                                                | 30 |
| B.  | Terminated Vested Death Benefit.....                                                                                                                                                                                                                                                                                         | 31 |
| 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 #698**

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

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

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

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

### **4. PLAN REPRESENTATIVE**

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

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

## 5. PENSION COMMITTEE

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

Position:

Position:

Position:

Position:

Position:

Pension Committee Secretary: **City Clerk**

Address: **P.O. Box 757, Flowery Branch, GA 30542-0013**

Phone: **(770) 967-6371**

Facsimile: **(770) 967-6481**

## 6. TYPE OF ADOPTION

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

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
  - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to increase the benefit multiplier to 2.5% and limit maximum Total Credited Service to 30 years for all Eligible Regular Employees who (1) are initially employed or become reemployed on or after September 1, 2023, or (2) were in Service as of August 31, 2023, Terminate on or after September 1, 2023, and are not thereafter reemployed, provided they have fewer 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) upon Termination. (see pp. 20 - 22).**

## 7. EFFECTIVE DATE

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

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

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

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

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

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

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be September 1, 2023 **(insert effective date of this Adoption Agreement not earlier than January 1, 2013).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on March 3, 2022 **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).**

The Employer's first Adoption Agreement became effective November 1, 2014 **(insert effective date of Employer's first GMEBS Adoption Agreement).** The Employer's GMEBS Plan was originally effective November 1, 2014 **(insert effective date of Employer's original GMEBS Plan).** (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective \_\_\_\_\_ **(if applicable, insert effective date of Employer's original non-GMEBS Plan).**)



## 8. PLAN YEAR

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

- ☐ Calendar Year
- ☐ Employer Fiscal Year commencing \_\_\_\_\_.
- ☒ Other (**must specify month and day commencing**): July1.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

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

### A. Eligible Regular Employees

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

- ☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☐ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**):  
\_\_\_\_\_.

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

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

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

- ☒ **ARE NOT** eligible to participate in the Plan.
- ☐ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): \_\_\_\_\_.

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

- ☒ **ARE NOT** eligible to participate in the Plan.
- ☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))** : \_\_\_\_\_.

## 10. ELIGIBILITY CONDITIONS

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

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

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☒ Other: **40 hours/week** (must not exceed 40 hours/week regularly scheduled)

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

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

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

- ☐ No minimum

- ☒ At least **6** months per year (regularly scheduled)

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

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

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

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

## 11. WAITING PERIOD

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

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

## 13. CREDITED SERVICE

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

**A. Credited Past Service with Adopting Employer**

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

**(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.**

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ **(insert date)**.
- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **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 he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service

or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

- ☒ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

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

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

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

## **B. Prior Military Service**

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

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

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

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

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

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

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

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

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

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

**(4) Payment for Prior Military Service Credit (check one):**

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

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

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

**C. Prior Governmental Service**

**Note:** A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master

**Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**
- ☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable):**



- ☐ Unused sick leave
- ☐ Unused vacation leave
- ☐ Unused personal leave
- ☐ Other paid time off (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** \_\_\_\_\_).

**(2) Minimum Service Requirement.**

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

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

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

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

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

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

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

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

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

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

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

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

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

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

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

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

### B. Normal Retirement Qualifications

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

#### (1) Regular Employees

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

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

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

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): 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 is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): ☐ all Participants ☐ only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

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

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

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

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

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

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

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

**C. Alternative Normal Retirement Qualifications**

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

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

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

**specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.

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

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

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

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

#### **D. Disability Benefit Qualifications**

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

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

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

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

### **15. RETIREMENT BENEFIT COMPUTATION**

#### **A. Maximum Total Credited Service**

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

- ☐ not limited.
- ☐ limited to \_\_\_\_\_ years for all Participants.



- ☐ limited to \_\_\_\_\_ years for the following classes of Eligible Regular Employees:
  - ☐ All Eligible Regular Employees.
  - ☐ Only the following Eligible Regular Employees: \_\_\_\_\_.
- ☐ limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority.
- ☐ limited to \_\_\_\_\_ years as a Municipal Legal Officer.
- ☒ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): 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 31, 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 Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.  
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.

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

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **36 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

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

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

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

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

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

This formula applies to:

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

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

**C. Monthly Early Retirement Benefit Amount**

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

- ☒ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
  - ☒ All Participants.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.
- ☐ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
  - ☐ All Participants.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

**Alternative Early Retirement Reduction Table**

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

\*Interpolate for whole months

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

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

**E. Monthly Disability Benefit Amount**

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

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

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

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

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

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

- ☒ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☐ No minimum or maximum applies.
- ☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**  
\_\_\_\_\_.

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

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

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

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

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

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

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

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications

for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

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

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

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

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

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

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

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

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

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



## 17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

### A. Eligible Regular Employees

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

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

| <u>COMPLETED YEARS<br/>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 the 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)): No Vesting schedule (immediate Vesting).

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

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his

accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

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

## 18. PRE-RETIREMENT DEATH BENEFITS

### A. In-Service Death Benefit

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

- (1) ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:
  - ☒ The Participant must be vested in a normal retirement benefit.
  - ☐ The Participant must have \_\_\_\_\_ years **(insert number)** of Total Credited Service.
  - ☐ The Participant must be eligible for Early or Normal Retirement.
  - ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.
- (2) ☐ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:
  - ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.

- ☐ The Participant must have \_\_\_\_\_ years **(insert number)** of Total Credited Service.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

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

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (½) ☐ \_\_\_\_\_ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

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

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

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

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

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

## **B. Terminated Vested Death Benefit**

**(1) Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before

Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit **(check one)**:

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

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

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

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

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

## 19. EMPLOYEE CONTRIBUTIONS

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

- ☒ Are not required.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for all Participants.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

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

**(2) Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee

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

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

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

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

- ☐ Interest shall not be paid.
  - ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
  - ☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**:
- 

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

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

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

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

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

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

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

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

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

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

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

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

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

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

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

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

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



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

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

**Section 3.** The effective date of this Ordinance shall be September 1, 2023.

**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



RISK MANAGEMENT AND  
EMPLOYEE BENEFIT SERVICES  
BOARD OF TRUSTEES

**Chair**  
Rebecca L. Tydings  
City Attorney, Centerville

**Vice Chair**  
Marcia Hampton  
City Manager, Douglasville

**Secretary-Treasurer**  
Larry H. Hanson  
CEO and Executive

**Trustees:**

Shelly Berryhill  
Commissioner, Hawkinsville

Linda Blechinger  
Mayor, Auburn

Chris Hobby  
City Manager, Bainbridge

Meg Kelsey  
City Manager, LaGrange

Jessica O'Connor  
City Manager, Griffin

W. D. Palmer, III  
Councilmember, Camilla

James F. Palmer  
Mayor, Calhoun

John Reid  
Mayor, Eatonton

JoAnne Taylor  
Mayor, Dahlonega

Albert Thurman  
Mayor, Powder Springs

Kenneth L. Usry  
Mayor, Thomson

Clemontine Washington  
Mayor Pro Tem, Midway

Vince Williams  
Mayor, Union City

**EXECUTIVE STAFF**

Randy Logan  
Deputy Executive Director

July 25, 2023

**TRANSMITTED VIA E-MAIL**  
([shelia.cooper@flowerybranchga.org](mailto:shelia.cooper@flowerybranchga.org))

Ms. Shelia Cooper  
City Clerk  
City of Flowery Branch  
PO Box 757  
Flowery Branch, Georgia 30542

**RE: City of Flowery Branch GMEBS Defined Benefit Retirement Plan;**  
**Amendment to Increase Benefit Multiplier and Establish Maximum**  
**Total Credited Service**

Dear Ms. Cooper:

Per the city's request, enclosed please find a draft Adoption Agreement for the city of Flowery Branch's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan increases the benefit multiplier from 2.0% to 2.5% and limits maximum total credited service to 30 years for eligible regular employees who terminate on or after September 1, 2023. However, there is an alternative wherein the number of years of credited service for calculating a benefit will not be limited for eligible regular employees who are using the 2.0% alternative benefit multiplier, terminate on or after September 1, 2023, are not thereafter reemployed, and have more than 37.5 years of service with the city, as this benefit would likely be greater than a benefit calculated using a 2.5% benefit multiplier and a maximum of 30 years of service (see pp. 20 - 22).

The Adoption Agreement provides that the amended Plan document will become effective September 1, 2023. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance** and must be adopted for the amendment to be effective.

If the draft Adoption Agreement is acceptable, please have the designated representatives sign and date where indicated (p. 37). Next, please scan and email the Adoption Agreement to Gina Gresham at [rgresham@gacities.com](mailto:rgresham@gacities.com). We will then countersign the document and return an electronic copy to you. Please note that GMEBS will not execute plan documents that have been edited by the city. If the document requires revisions, please let us know before adopting them.

Ms. Shelia Cooper

July 25, 2023

Page 2

If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6236 or [kjeselnik@gacities.com](mailto:kjeselnik@gacities.com).

Sincerely,



Kevin H. Jeselnik

Assistant General Counsel

Encl.

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

May 18, 2023

Ms. Michelle Warner  
Director of Retirement Field Services and Defined Contribution Programs  
Georgia Municipal Association  
201 Pryor Street, SW  
Atlanta, Georgia 30303

**Re: Benefit Studies for the City of Flowery Branch**

Dear Michelle:

As requested, we have developed the impact on plan funding of the following proposed changes for the City of Flowery Branch Retirement Plan.

1. Change benefit multiplier from 2.00% to 2.50% for all Employees for all service
2. Change benefit multiplier from 2.00% to 3.00% for all Employees for all service

The data, financial information, and plan provisions for the January 1, 2023 valuation were used to develop these results. Since the results are dependent on a given set of assumptions and data as of a specific date, there is a risk that emerging results may differ significantly, as actual experience differs from the assumptions.

When determining the Recommended Contribution, the total level dollar amortization is adjusted, if necessary, to be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability. In addition, since the funded ratio on an actuarial basis prior to the plan change is 70.40%, the plan change is amortized over 15 years per the GMEBS funding policy. The amortization period may change depending on the funded ratio when the plan change is first reflected. If the actuarial funding ratio drops below 70%, the amortization period would be 10 years instead of 15. Alternatively, if the actuarial funding ratio goes over 80%, the amortization period would be 20 years.

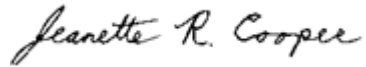
Please note, for the fiscal year July 1, 2022 to June 30, 2023, GASB standards require that the plan's Net Pension Liability (NPL) be reported on the sponsoring employer's balance sheet. The standards require using the Entry Age Funding method and assets at market (rather than the projected Unit Credit method and smoothed assets which are used for determining contribution requirements). For the fiscal year ended June 30, 2023, we have calculated the NPL as \$1,044,024. Inclusion of the proposed benefit improvement (1) would increase this by an estimated \$300,000. Inclusion of the proposed benefit improvement (2) would increase this by an estimated \$601,000.

Ms. Michelle Warner  
May 18, 2023  
Page 2

We are members of the American Academy of Actuaries and we meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

If you have any questions or need additional information, please let us know.

Sincerely,



Jeanette R. Cooper, FSA, FCA, MAAA, EA  
Vice President and Consulting Actuary



Malichi S. Waterman, FCA, MAAA, EA  
Vice President and Consulting Actuary

**City of Flowery Branch**  
**Benefit Studies**  
**Summary of Results**

|                                                                    | <b><u>Current<br/>Plan</u></b> | <b><u>Flat 2.50%<br/>Benefit<br/>Multiplier</u></b> | <b><u>Flat 3.00%<br/>Benefit<br/>Multiplier</u></b> |
|--------------------------------------------------------------------|--------------------------------|-----------------------------------------------------|-----------------------------------------------------|
| <b><u>Current Recommended Contribution</u></b>                     |                                |                                                     |                                                     |
| Recommended Contribution as of January 1, 2023                     | \$201,003                      | \$201,003                                           | \$201,003                                           |
| Covered Payroll                                                    | \$2,141,262                    | \$2,141,262                                         | \$2,141,262                                         |
| % of Covered Payroll                                               | 9.28%                          | 9.28%                                               | 9.28%                                               |
| <b><u>Impact of Benefit Improvement</u></b>                        |                                |                                                     |                                                     |
| Cost of Benefit Improvement                                        | --                             | \$58,268                                            | \$116,537                                           |
| % of Covered Payroll                                               | --                             | 2.69%                                               | 5.39%                                               |
| <b><u>Total Plan Cost of Benefit Improvement</u></b>               |                                |                                                     |                                                     |
| \$ Amount (Recommended Contribution + Cost of Benefit Improvement) | --                             | \$259,271                                           | \$317,540                                           |
| % of Covered Payroll                                               | --                             | 11.97%                                              | 14.67%                                              |
| <b><u>Funding Elements</u></b>                                     |                                |                                                     |                                                     |
| Mid-year Normal Cost with Expenses                                 | \$134,835                      | \$166,587                                           | \$198,340                                           |
| Actuarial Value of Assets                                          | \$1,437,150                    | \$1,437,150                                         | \$1,437,150                                         |
| Actuarial Accrued Liability                                        | \$2,041,418                    | \$2,267,080                                         | \$2,492,742                                         |
| Unfunded Actuarial Accrued Liability                               | \$604,268                      | \$829,930                                           | \$1,055,592                                         |
| Funded Ratio on Actuarial Value of Assets                          | 70.40%                         | 63.39%                                              | 57.65%                                              |
| Market Value of Assets                                             | \$1,296,675                    | \$1,296,675                                         | \$1,296,675                                         |
| Funded Ratio on Market Value of Assets                             | 63.52%                         | 57.20%                                              | 52.02%                                              |

*Fiscal year begins July 1, 2023.*



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider Cancellation of Contracts with Utility Service Company, Inc. for Water Tank Maintenance

**COUNCIL MEETING DATE:** August 3, 2023

---

---

#### HISTORY:

The City of Flowery Branch entered into two separate contracts (for Tank #1 and Tank #2) on July 27, 1999.

---

---

#### FACTS AND ISSUES:

The tanks are not being maintained adequately. The contract states that “the Company,” or Utility Service Company, Inc. will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The contract further states, “The exterior painting to be determined by the appearance and protective condition of the existing paint.”

Tank maintenance companies sell their services stating the tanks will always look “new” or like they have been recently painted – always.

Staff will bring a recommendation for a replacement company at a future council meeting.

The present contracts, although from 1999, state that, “This contract is subject to cancellation by the Owner only if intent to cancel is received by Company (Utility Service Company, Inc.) ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner’s management and/or Commissioners.” If this item is approved, the company will be notified and given 90 days’ notice of our cancellation of the contracts with all required signatures.

---

---

#### OPTIONS:

- 1) Cancel the current two contracts with Utility Service Company, Inc. and direct staff to find another company to maintain the city’s water tanks.
- 2) Do not cancel the contract.

---

---

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

Yes

---

---

#### AMOUNT AND SOURCE OF FUNDS:

No funding required to cancel these contracts

---

---

#### RECOMMENDATION:

Approve the cancellation of two contracts with Utility Services Company, Inc. for the water tank maintenance contracts.

---

---

#### SAMPLE MOTION:

I make a motion to cancel the two contracts with Utility Services Company, Inc.

---

---

#### COLLABORATING DEPARTMENT:

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [ES - cancel contract with USG Utility Services Company water maint.pdf](#)
- [CITY OF FLOWERY BRANCH, GA - Tank 1 - PN 101571.pdf](#)
- [CITY OF FLOWERY BRANCH, GA - Tank 2 - PN 101573.pdf](#)





**FLOWERY BRANCH CITY COUNCIL  
EXECUTIVE SUMMARY**

**SUBJECT:** Cancellation of Contracts with Utility Service Company, Inc. for water tank maintenance.

**DATE:** July 26, 2023

**(X)RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-**

**( ) OTHER**

**CAPITAL-**

**COUNCIL ACTION REQUESTED ON:** August 3, 2023

---

---

**PURPOSE:** Approve the cancellation of two contracts with Utility Services Company, Inc. for the water tank maintenance contracts.

---

---

**HISTORY:** The City of Flowery Branch entered into two separate contracts (for Tank #1 and Tank #2) on July 27, 1999.

---

---

**FACTS AND ISSUES:** The tanks are not being maintained adequately. The contract states that “the Company,” or Utility Service Company, Inc. will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The contract further states, “The exterior painting to be determined by the appearance and protective condition of the existing paint.” Below are pictures of the existing tank on Roberts Drive, taken July 24, 2023, showing the “existing appearance”.

Tank maintenance companies sell their services stating the tanks will always look “new” or like they have been recently painted – always.

Staff will bring a recommendation for a replacement company at a future council meeting.

---

---



The present contracts, although from 1999, state that, “This contract is subject to cancellation by the Owner only if intent to cancel is received by Company (Utility Service Company, Inc.) ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner’s management and/or Commissioners.” If this item is approved, the company will be notified and given 90 days’ notice of our cancellation of the contracts with all required signatures.

---

---



---

---

**OPTIONS:**

- 1) Cancel the current two contracts with Utility Service Company, Inc. and direct staff to find another company to maintain the city's water tanks.
  - 2) Do not cancel the contract.
- 
- 

**RECOMMENDED SAMPLE MOTION:**

- 1) I make a motion to cancel the two contracts with Utility Services Company, Inc.
- 
- 

**DEPARTMENT:** Administration

**Prepared by:** Tonya Parrish

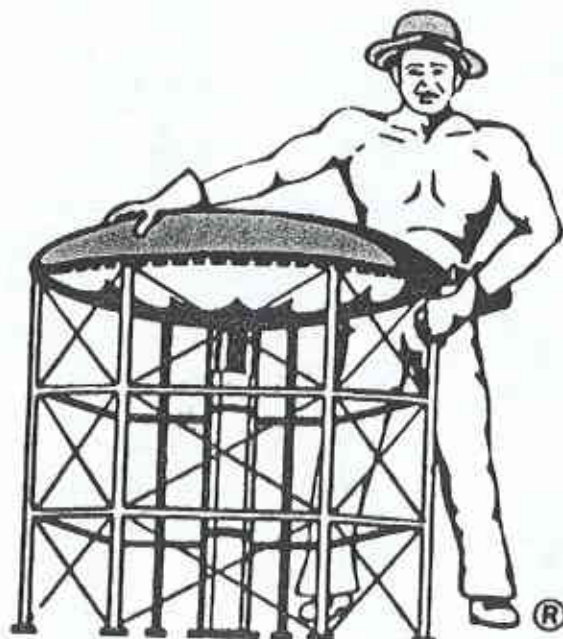
2295

© 1986 FSI

#101571

# UTILITY SERVICE co., inc.

## WATER TANK MAINTENANCE CONTRACT

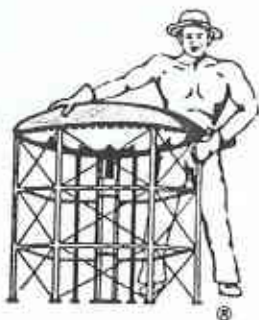


Owner CITY OF FLOWERY BRANCH

Tank Size 150,000 ELEVATED

Location TANK #1

Date JULY 07, 1999



# UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



## WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF FLOWERY BRANCH hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 150,000 gallon water storage tank located at TANK #1.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 1999. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2001, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the GEORGIA ENVIRONMENTAL PROTECTION DIVISION, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.



A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ 7,132.00 has been established for this tank. (SEE ADDENDUM NO. 1 WHICH ESTABLISHES ANNUAL FEE AS A RESULT OF MAJOR UP FRONT RENOVATION)

The above annual fee will remain constant for three (3) years of this agreement.

In year 2007 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components. Any additional modifications may be cause to modify the program. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 27<sup>th</sup> day of July, 1999.

OWNER:

UTILITY SERVICE CO., INC.

City of Florem Branch

by [Signature], Mayor  
title

witness Znette C. Crog

seal:

[Signature]

by GREG BROOKS, GA REPRESENTATIVE  
title

witness [Signature]

seal:

# Addendums to Contract Number 150,000 ELEVATED, Dated 7-07-99

No. 1

This tank shall be renovated on both the interior and exterior surfaces prior to the first year anniversary date of the contract. The annual fee for the period Year 1 through Year 5 shall be \$14,568.00 per year. Beginning in Year 6 the tank shall be under program at the established base fee of \$7,132.00.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 2

**PAYMENT TERMS:** The annual fee in Year 1 shall be due in full upon satisfactory completion of work scheduled. In Year 2 forward, City Officials have the option of quarterly, semi-annual or annual lump sum payments, beginning on the anniversary date of the contract.

**(PLEASE CIRCLE PREFERRED METHOD)**

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 3

The major up front renovation completed in Year 1 represents a total project cost of \$46,549.00. In event City Officials elect to cancel the program prior to the fourth year anniversary, any remaining balance associated with the major renovation shall be due in full within [30] days of cancellation.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

2296

© 1986 FSI

#101573

# UTILITY SERVICE co., inc.

## WATER TANK MAINTENANCE CONTRACT



Owner CITY OF FLOWERY BRANCH

Tank Size 60,000 ELEVATED

Location TANK #2

Date JULY 07, 1999





# UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



## WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF FLOWERY BRANCH hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 60,000 gallon water storage tank located at TANK #2

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 1999. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2002, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the GEORGIA ENVIRONMENTAL PROTECTION DIVISION, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ 5,684.00 has been established for this tank. (SEE ADDENDUM NO. 1 WHICH ESTABLISHES ANNUAL FEE AS A RESULT OF MAJOR UP FRONT RENOVATION)

The above annual fee will remain constant for three (3) years of this agreement.

In year 2007 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components. Any additional modifications may be cause to modify the program. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 27<sup>th</sup> day of July, 1999.

OWNER:

UTILITY SERVICE CO., INC.

City of Flower Branch

by [Signature] Mayor  
title

witness Znette P. Cruz

seal:

[Signature]

by GREG BROOKS, GA REPRESENTATIVE  
title

witness Kathryn J. Francis

seal:

Addendums to Contract Number 60,000 ELEVATED, Dated 7-07-99

No. 1

This tank shall be renovated on both the interior and exterior surfaces prior to the end of the second [2] year anniversary date of the contract. The annual fee for the period Year 1 through Year 5 shall be \$12,240.00 per year. Beginning in Year 6 the tank shall be under program at the established base fee of \$5,684.00.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 2

**PAYMENT TERMS:** City Officials have the option of payment terms of either quarterly, semi-annual, or annual lump sum payments, beginning on the anniversary date of the contract.

**(PLEASE CIRCLE PREFERRED METHOD)**

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 3

The major up front renovation completed in Year 2 represents a total project cost of \$45,473.00. In event City Officials elect to cancel the program prior to the fourth year anniversary, any remaining balance associated with the major renovation shall be due in full within [30] days of cancellation.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Discussion about Potential Text Amendment to the Zoning Ordinance.

**COUNCIL MEETING DATE:** August 3, 2023

---

---

**HISTORY:**

---

---

**FACTS AND ISSUES:**

Mayor and Council asked staff to look into potentially amending the zoning ordinance to consolidate current requirements regarding gas stations and to potentially restrict them to locate 1,320 feet from any established residential subdivision. Attached is an overview of the request and a sample ordinance.

---

---

**OPTIONS:**

---

---

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

No

---

---

**AMOUNT AND SOURCE OF FUNDS:**

---

---

**RECOMMENDATION:**

No action at this time.

---

---

**SAMPLE MOTION:**

No motion at this time.

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Gas Station location \(Proposed \).pdf](#)
- [Ordinance XXX.pdf](#)

#### Gas Station/Convenience Store Location

1. Current Article 14.15 becomes Article 14.16 without change.
2. Article 14.15 becomes Gas Station/Convenience Stores with Gas Pumps.  
This new 14.15 houses all gas station/convenience store requirements.
  - A. CUP required.
  - B. Gas pumps must be at least 25 feet from the ROW.
  - C. Pumps must be located behind the primary structure.
  - D. No new gas station can be located within 1,320 feet of a residential neighborhood as measured in a straight line from property line to property line from subject property of any parcel contained within a residential subdivision.
  - E. Building must be a minimum 75% brick on all four sides.
  - F. Pump island columns and dumpster enclosure must match the building.

## **ORDINANCE NO. XXX**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF FLOWERY BRANCH, GEORGIA, ORDINANCE NO. XXX TO STRIKE ARTICLE 14 (SPECIFIC PROVISIONS FOR PRINCIPAL NONRESIDENTIAL), SECTION 14.15 TO BE REPLACED BY A NEW SECTION 14.15; AND THE ADDITION OF A NEW ARTICLE TO BE KNOWN AS ARTICLE 14.16; AS SHOWN ON ATTACHED EXHIBIT “A”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, AND FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Zoning Ordinance of the City of Flowery Branch, Georgia, authorizes the amendment of the text of the City of Flowery Branch Zoning Ordinance by the City Council; and

**WHEREAS**, the Zoning Administrator is authorized, pursuant to Section 33.2 of the Zoning Ordinance, to initiate an amendment to the zoning ordinance for consideration by the City Council; and

**WHEREAS**, it is in the public interest to update existing codes; and

**WHEREAS**, the changes to the code enhance the health, safety, and overall general welfare of the citizens of Flowery Branch; and

**WHEREAS**, the City has complied with the Zoning Procedures Law and the requirements of Article 33 of the Zoning Ordinance with regard to text amendments, including the holding of an advertised public hearing; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS THAT THE FLOWERY BRANCH ZONING ORDINANCE IS AMENDED AS FOLLOWS:**

### **SECTION 1. AMENDMENT.**

Strike Article 14.15, replacing same article and creating Article 14.6 as shown on Exhibit “A”.

### **SECTION 2. 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 3. EFFECTIVE DATE.**

The effective date of this Ordinance shall be upon approval by the City Council of the City of Flowery Branch, Georgia.

**SECTION 4.            REPEALER.**

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

Approved this XXXXXX 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

ATTEST:

\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Thomas, City Attorney



## Exhibit "A"

### **Sec. 14.15. Gas Stations/Convenience Stores with Fuel Pumps**

Gas Stations/Convenience Stores with Fuel Pumps shall meet all requirements set forth by the Flowery Branch Code of Ordinances and in addition shall comply with the following:

- (a) A conditional use permit (CUP) shall be approved by the Flowery Branch City Council prior to any plan submittal for land disturbance, sign, or building permit.
- (b) Gas or any pump that dispenses any type of fuel shall be located at least twenty-five (25) feet from the right-of-way.
- (c) Pumps must be located behind the primary structure.
- (d) No new gas station may be located within 1,320 feet of a residential neighborhood as measured in a straight line from property line to property line from subject property to any parcel contained within a residential subdivision.
- (e) Building must be a minimum 75% brick on all four sides.
- (f) Pump island columns and dumpster enclosure must match the building.

### **Sec. 14.16. Application Requirements for Uses Specified in this Article.**

In addition to the requirements for conditional use applications as specified in this Zoning Ordinance, if applicable, all applicants for any use specified by this Article shall submit to the Zoning Administrator the following information for review and approval:

- (a) *Plat.* A copy of the recorded plat for the subject property.
- (b) *Site Plan.* The site plan required by this Zoning Ordinance, which must show areas proposed for the handling and storage of overburden, by-products, and/or excavated materials including the estimated type and volume of extraction.
- (c) *Operations Plan.* An operations plan, which shall include: the date of commencement of operation and its expected duration and the proposed hours of operation.
- (d) *State or Federal Permit Documents.* A copy of all documents submitted or prepared for submission to the Georgia Department of Natural Resources or any other state or federal regulatory agency, as may be required, for the purpose of obtaining a state permit or federal authorization.
- (e) *Review by Georgia Department of Transportation.* A statement from the Georgia Department of Transportation which shall identify any state-maintained road within or adjacent to the subject property, and which shall identify any repaving, repairs, alterations, turning lanes, or other additions necessary to accommodate the potential increase in traffic volume or weight occasioned by the proposed operations.
- (f) *Review by City Engineer.* A statement from the City Engineer or other qualified professional which identifies all city roads within or adjacent to the property and which shall identify any repaving, repairs, alterations, turning lanes, or other additions necessary to accommodate the potential increase in traffic volume or weight occasioned by the proposed operations.





## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider July 20, 2023 City Council Meeting Minutes

**COUNCIL MEETING DATE:** August 3, 2023

---

---

**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 July 20, 2023 Minutes.pdf](#)



**City of Flowery Branch  
City Council Meeting  
Thursday, July 20, 2023, 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 6:15 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, Finance Director Matt Hamby, Planning & Community Development Director Rich Atkinson, City Attorney Karen Thomas.

**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: Oliver McClellan  
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy  
NAYS: None  
Motion carried

**PUBLIC HEARING:**

*A Public Hearing and First Vote on Ordinance 693, a Variance Request Submitted by Stanton E. Porter Allowing Fuel Pumps to be Located in Front of the Primary Structure at 4603 Atlanta Highway.*

Director Atkinson presented Ordinance 693; a variance request submitted by Stanton E. Porter allowing fuel pumps to be located in front of the primary structure at 4603 Atlanta Highway.

Council held a discussion with Mr. Stanton Porter and Director Atkinson.

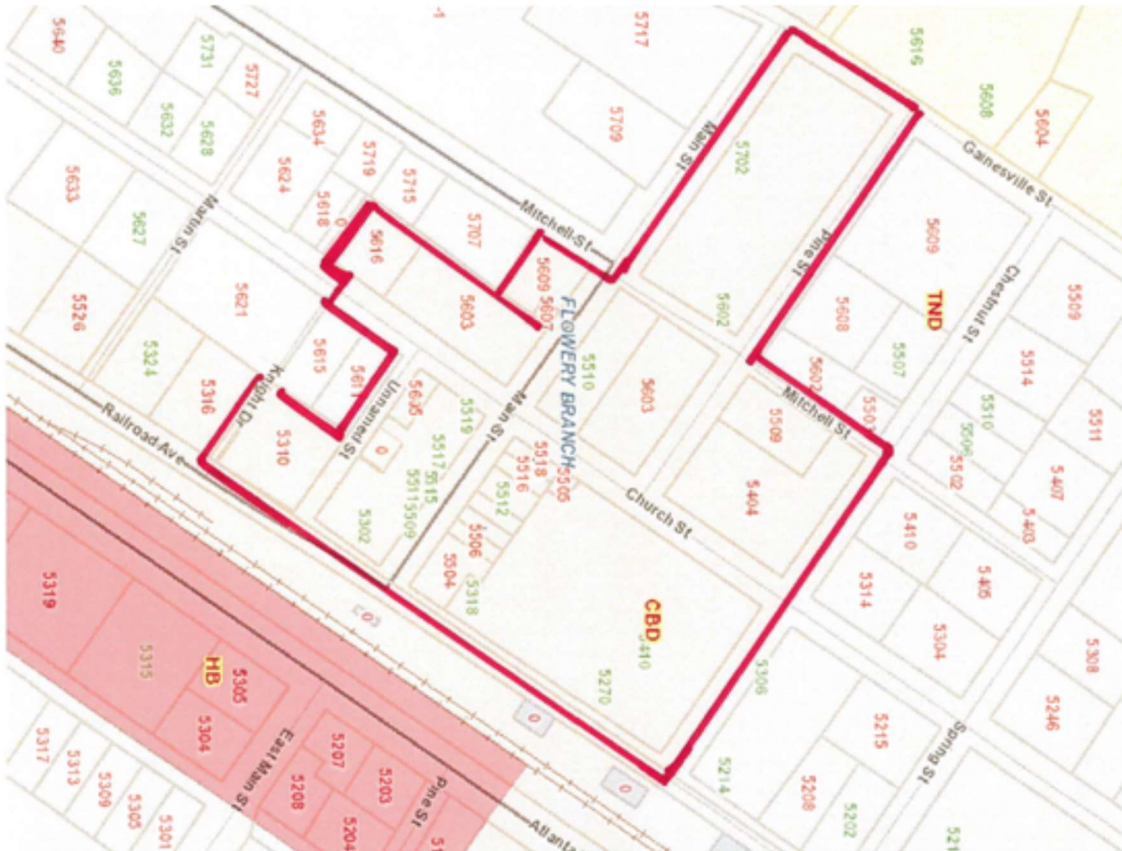
There being none who wished to speak in favor of the request, Mayor Asbridge called for those wishing to speak against the request.

There being none who wished to speak against the request, Mayor Asbridge closed the public hearing at 6:25 p.m.

### **NEW BUSINESS -WORK SESSION:**

*Discussion of the Current Downtown Dining District Boundaries.*

Director Atkinson presented a discussion regarding the current downtown dining district boundaries. See the map below regarding the boundaries.



Council held a discussion with Director Atkinson.

Consider Renewal of Contract to NFP for Benefits Consulting and Brokerage Services.

Director Hamby presented a renewal contract with NFP for benefits consulting and brokerage services.

Approval of Quote for Warranty and Landscaping for One Year from TriScapes on All The Phase I Landscaping.

City Manager Parrish presented a quote for warranty and landscaping for one year from TriScapes on all the Phase I landscaping.

Council held a discussion with City Manager Parrish regarding the cost of the quote and would like to see a breakdown of the costs associated with the quote.

*Consider the Establishment of the Appalachian Regional Commission (ARC) Grant.*

Grant Administrator Elias Gobble presented the establishment of the Appalachian Regional Commission grant. The purpose of this is to pursue funding to support the “Highlands to Islands” trail construction by partnering with the Georgia Mountains Regional Commission to write an application for the Area Development Program grant offered by the Appalachian Regional Commission (ARC). The “Highlands to Islands” trail is a multi-use trail that reaches from Gainesville to Lake Lanier Islands. A section of this multi-jurisdictional trail falls in Flowery Branch. In an effort to promote healthy living and pedestrian connectivity, the City seeks to begin planning and constructing the trail located in Flowery Branch. With a partnership with the Georgia Mountain Regional Commission and Appalachian Regional Commission, additional funding may be acquired to support this endeavor.

Council held a discussion with Administrator Gobble and City Manager Parrish regarding the establishment of the Appalachian Regional Commission grant.

*Formally accept \$50,000.00 deduct offer from Phoenix Tank. Authorize installation of insulation material within dry space of tank to minimize condensation; and, consider a change order in the amount of \$37,894.74 for insulation material for condensation control.*

Bob Troxler of Infratec Consultants, Inc., presented an item for consideration to formally accept \$50,000 deduct offer from Phoenix Tank and authorize installation of insulation material within the dry space of the water tank to minimize condensation; and to consider a Change Order in the amount of \$37,894.74 for insulation material for condensation control.

Phoenix Tank was the low responsive and responsible bidder for the construction of the Gainesville Street tank replacement. The bids received were both over the estimate. In an effort to induce the City to award the contract to their company, Phoenix offered a \$50,000 deduct to the price if they were awarded the contract. They were notified that the City would accept the deduct. This Change Order incorporates the deduct into the contract.

As the tank was being erected, discussions with the erection crew and the welding and painting inspection specialist revealed that some similar tanks had problems with condensation within the dry space below the tank bowl. This is also a common problem in water treatment plant pipe galleries. This is a potentially severe issue with this tank because the groundwater that it contains is generally considerably colder than the atmosphere during warm parts of the year.

In searching for a solution to this problem, we determined that the Tnemec company had a spray-on insulating paint type material. This is a relatively new product, but they have a good reference list of locations where the product has been used. Given the corrosion damage that condensation can cause, particularly in an area that houses electrical equipment, we recommend the funds be appropriated to utilize this material.

The riser pipe within the pedestal should also be insulated. There is a corrugated aluminum product from Johns-Manville that Phoenix Tank has had good success with on other projects. We recommend the funds also be appropriated for this material to be furnished and installed. The total price of installing the insulating material is \$37,894.74.

Council held a discussion with Mr. Troxler.

### **DEPARTMENT REPORTS:**

#### **City Manager Report:**

City Manager Parrish wanted to recognize Amanda Nix, Code Compliance Officer, for her hard work and compassion to a resident of Flowery Branch. Officer Nix showed compassion and determination to help a resident solve a compliance issue. She is appreciated for all her efforts.

#### **City Clerk Report:**

Clerk Cooper reported that there will be an election on November 7, 2023, for Post 1 and Post 2. The qualifying dates are August 21 through August 23, 2023, at City Hall.

#### **Council Report:**

Council Member Mundy wanted to commend Director Carden and all the City staff that participated in the Back-to-School Block Party. It was a great turn out and event.

### **ADJOURNMENT WORK SESSION:**

Mayor Asbridge adjourned the work session at 6:52 p.m.

### **VOTING SESSION AGENDA**

#### **CALL VOTING SESSION TO ORDER:**

Mayor Asbridge called the voting session to order at 6:52 p.m.

#### **PUBLIC COMMENTS:**

Rita Williams, 6718 Blue Heron Way, Flowery Branch, Georgia 30542

Katie Atwell, 6733 Blue Heron Way, Flowery Branch, Georgia 30542

Phyllis Mackenzie, 6729 Blue Heron Way, Flowery Branch, Georgia 30542

Martie Masden, 6722 Blue Heron Way, Flowery Branch, Georgia 30542

Ms. Williams, Ms. Atwell, Ms. Mackenzie, and Ms. Masden are all concerned about speeding on Blue Heron Way in Sterling on the Lake. They gave suggestions and ideas regarding this issue.

Janet Upchurch, owner of Sample Pleasures, 5504 Main Street, Flowery Branch, Georgia 30542  
Mrs. Upchurch is concerned about drainage issues in the basement of their business on Main Street.

**CONSENT AGENDA:**

- Consider June 15, 2023 City Council Meeting Minutes
- Consider June 15, 2023 Executive Session Minutes
- Consider June 19, 2023 City Council Retreat Minutes
- Consider June 2023 Per Diem for Mayor Asbridge

There was a motion made to approve the consent agenda as presented.

MOTION: Oliver McClellan

SECOND: William McDaniel

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

**UNFINISHED BUSINESS - VOTING SESSION:**

Consider First Vote for an Appeal of the Zoning Administrator's Decision to Deny an Occupational Tax License Submitted by Mr. Razvan Catanitou.

Director Atkinson advised the applicant is out of the country and has asked Council to table the item until a later date. It was also advised the applicant has not turned in any documents into the zoning administrator to date.

There was a motion made to table the first vote for an appeal of the zoning administrator's decision to deny an occupational tax license submitted by Mr. Razvan Catanitou until the City Council Meeting on August 3, 2023.

MOTION: Joe Anglin

SECOND: Chris Mundy

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

Consider Ordinance 670, a Request Submitted by Edge City Properties, Inc. to Rezone a portion of a tract of land known as 5183 Gainesville Street, from Agricultural (A) to Planned Unit Development (PUD).

City Attorney Thomas read the caption to Ordinance 670.

There was a motion made to approve Ordinance 670, a request submitted by Edge City Properties, Inc. to rezone a portion of a tract of land known as 5183 Gainesville Street, from Agricultural (A) to Planned Unit Development (PUD).

MOTION: Oliver McClellan

SECOND: Chris Mundy

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

### **NEW BUSINESS - VOTING SESSION:**

*First Vote on Ordinance 693, a Variance Request Submitted by Stanton E. Porter Allowing Fuel Pumps to be Located in Front of the Primary Structure at 4603 Atlanta Highway.*

City Attorney Thomas read the caption to Ordinance 693.

There was a motion made to approve the first vote on Ordinance 693, a variance request submitted by Stanton E. Porter allowing fuel pumps to be located in front of the primary structure at 4603 Atlanta Highway.

MOTION: Oliver McClellan

SECOND: Chris Mundy

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

*Consider First Vote on an Annexation and Rezoning Request submitted by Cook Communities.*

City Attorney Thomas read the caption to Ordinance 696 for an annexation request submitted by Cook Communities

There was a motion made to approve the first vote on Ordinance 696 for an annexation request submitted by Cook Communities.

MOTION: Joe Anglin

SECOND: Chris Mundy

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy

NAYS: None

Motion carried

Council held a discussion regarding this request.

City Attorney Thomas read the caption to Ordinance 697 for a rezoning request submitted by Cook Communities

There was a motion made to approve the first vote on Ordinance 697 for a rezoning request submitted by Cook Communities.

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

Consider Renewal of Contract to NFP for Benefits Consulting and Brokerage Services.

There was a motion made to approve renewing the contract with NFP for benefits consulting and brokerage services.

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

Approval of Quote for Warranty and Landscaping for One Year from TriScapes on All The Phase I Landscaping.

There was a motion made to approve the base quote from TriScapes for the warranty and landscaping for one year in the amount of \$23,971.

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

Consider the Establishment of the Appalachian Regional Commission (ARC) Grant

There was a motion made to approve Resolution 23-008 to engage the Georgia Mountains Regional Commission to write an application for the Area Development Program grant in order to pursue funding from the Appalachian Regional Commission (ARC) to support development of the “Highlands to Islands” trail system and to authorize the Mayor and staff to execute necessary documents to apply for and accept for any grants awarded to the City of Flowery Branch.



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

Formally accept \$50,000.00 deduct offer from Phoenix Tank. Authorize installation of insulation material within dry space of tank to minimize condensation; and, consider a change order in the amount of \$37,894.74 for insulation material for condensation control.

There was a motion made to approve the \$50,000 deduction offer from Phoenix Tank and authorize installation of insulation material within dry space of tank to minimize condensation; and approve a change order in the amount of \$37,894.74 for insulation material for condensation control.

MOTION: Joe Mezzanotte  
SECOND: Joe Anglin  
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 the acquisition/disposition of real estate, for matters related to certain personnel issues, and for matters related to pending or potential litigation at 7:20 p.m.

MOTION: Joe Anglin  
SECOND: William McDaniel  
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 8:24 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 8:24 p.m.

---

Edward R. Asbridge, Mayor

---

Date

---

Shelia Cooper, City Clerk



**FLOWERY BRANCH CITY COUNCIL**

**EXECUTIVE SUMMARY**



**SUBJECT:** Consider July 20, 2023 Executive Session Minutes

**COUNCIL MEETING DATE:** August 3, 2023

---

---

**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 First Vote for an Appeal of the Zoning Administrator's Decision to Deny an Occupational Tax License Submitted by Mr. Razvan Catanitou.

**COUNCIL MEETING DATE:** August 3, 2023

---

---

#### HISTORY:

An occupational tax license to operate an automobile repair shop at 4784 Cantrell Road was submitted by Mr. Razvan Catanitou. Mr. Catanitou's application was denied on May 3, 2023, as the parking requirements for an automobile repair shop could not be satisfied. Mr. Catanitou requested to appeal the decision on May 4th and was subsequently given the requirements to file such an appeal. On May 15, 2023, Mr. Catanitou submitted the application. Staff requested the legal advertisement the following day. The advertisement was published on May 24, 2023.

---

---

#### FACTS AND ISSUES:

Per code, 21.3, parking applicability states new uses for an existing building need to meet code. The proposed use (auto repair) per table 21.3, requires 1 space per each 250 square feet of building. The building is 26,970 square feet. This equates to 108 spaces. The use is allowed in the this zoning district (M-1) but this parcel and building cannot meet the parking requirements.

Sec. 21.3. - Applicability.

This Article shall apply to any new building constructed; for new uses or conversions of existing, conforming buildings; and for enlargements of existing structures. This Article shall not be construed so as to require additional parking spaces to be furnished for an existing building which is repaired, altered, maintained, or modernized, where the size of the building is not increased; provided, however, that when the occupancy of any building is changed to another use, parking shall be provided to meet the requirements of this Article for the new use.

Applicant has requested this item be tabled as he is out of the country.

No new information was provided by the applicant at the time of agenda release.

---

---

#### OPTIONS:

Deny, approve, or table.

---

---

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

No

---

---

#### AMOUNT AND SOURCE OF FUNDS:

---

---

**RECOMMENDATION:**

Uphold decision of the zoning administrator

---

---

**SAMPLE MOTION:**

I make a motion to uphold the zoning administrator's decision to deny an occupational tax license to the applicant.

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Appeal for Razvan Catanitoiu.pdf](#)
- [4784 Cantrell Road Timeline of Events and Decision .pdf](#)



## APPEAL OF ADMINISTRATIVE DECISION

City Provided Permit #

Date: May, 15 2023

Applicant: Razvan Catanitoiu

Address: 6274 Clean Spring Ln, Flowerly Branch GA 30542

E-mail address: contact@VHPMOTORSPORTS.COM

Phone number: 404 819 3845

Signature: [Signature]

Notary Seal:

Patty Hurt

PATTY HURT  
NOTARY PUBLIC  
Hall County  
State of Georgia  
My Comm. Expires July 29, 2026

Address of Request: 4784 Cantrell Rd Flowerly Branch  
GA 30642

Per Article 39; Section 39.1: Persons may appeal to City Council for relief when aggrieved by an action or an interpretation of the Zoning Administrator made under this zoning ordinance. All such requests for relief shall be taken as an appeal to City Council.

Date of Official Action taken by the Zoning Administrator May, 3 2023



**Per Article 39; Section 39.2: Application of appeal must be submitted within 30 days of the initial action of the Zoning Administrator.**

**What action was taken?**

BUSINESS LICENSE DENIED

**Why was this action or decision incorrect in your opinion (please attach additional pages as needed)?**

The ordinance was construed against me, when the ordinance specifically states to not be construed. Please find attached the paper pointing the ordinance sections which should allow the license to be issued.

**Per Article 39; Section 39.3 (d): The Zoning Administrator may ask for additional information as needed.**

**Per Article 39; Section 39.6: The City Clerk shall notify the applicant of City Council's decisions within 5 days after such decision is rendered.**

**CITY STAFF ONLY**

Permit Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_ Total Fee: \_\_\_\_\_

The business license was denied based on the ordinance nr. 348-17 section 21.3 which to start with is a nonconforming building/property because was built in 1964.

Sec 21.3 "This Article shall apply to any new building constructed; for new uses or conversions of existing, conforming buildings; and for enlargements of existing structures. This Article shall not be construed so as to require additional parking spaces to be furnished for an existing building which is repaired, altered, maintained, or modernized, where the size of the building is not increased; provided, however, that when the occupancy of any building is changed to another use, parking shall be provided to meet the requirements of this Article for the new use."

Even so, going forward taking in consideration the ordinance for the off-street parking spaces, ordinance 348-17 section 21.15 with reference at the table 21.3 which sets the minimum and maximum off-street parking space, the applicability of the section 21.15 letter C exempts this particular case.

Sec 21.15 *Applicability*. This Section shall not be construed as requiring compliance of parking lots which lawfully existed on the effective date of this Article; provided, however, that the Zoning Administrator shall ensure parking lots that do not comply with this Article meet the requirements of this Article or substantially comply when a new development permit is required or a building permit is required to add additional building space on the site. If substantial redesign of the parking lot is required to comply with this Article in such cases of new development or building additions, the Zoning Administrator may accept substantial rather than complete compliance when the strict application of a requirement of this Article would pose substantial practical difficulty.

Is just a business license, no developing or building permit inquired, which then everything will be different.



Appeal of Zoning Administrator's Decision  
June 15, 2023

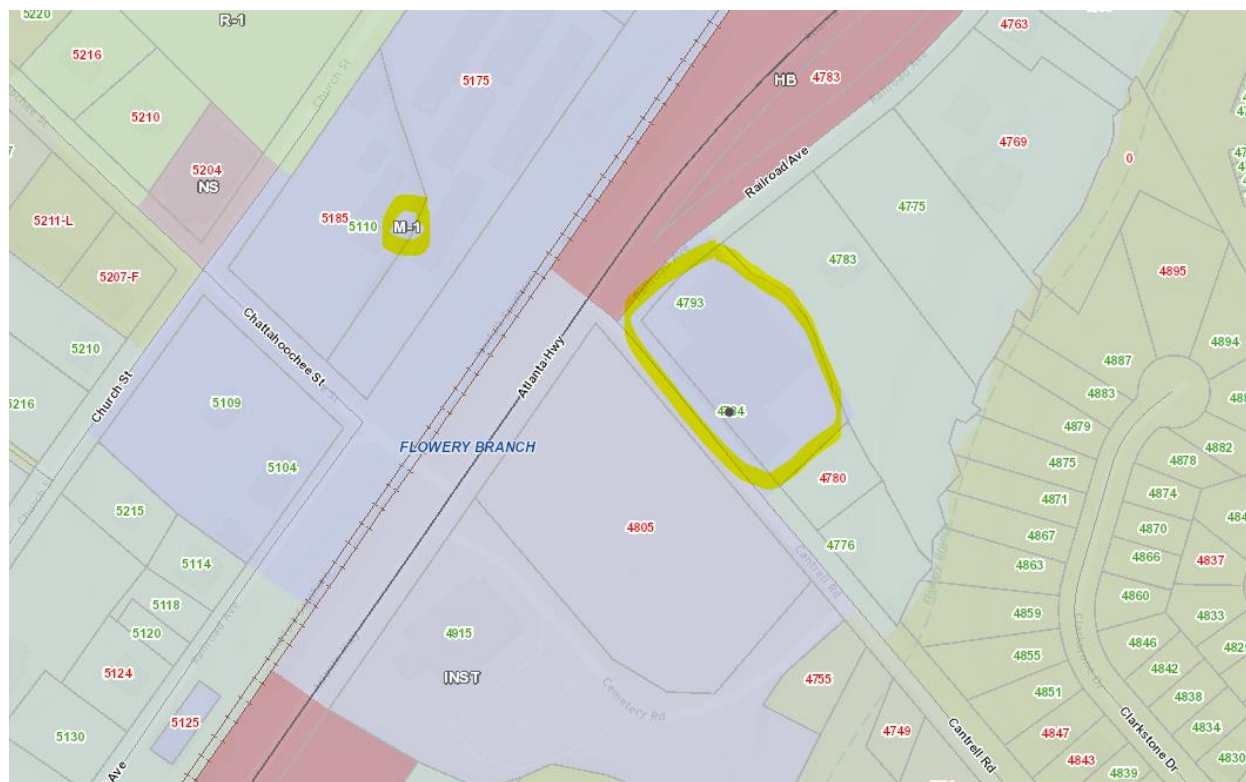
An occupational tax license to operate an automobile repair shop at 4784 Cantrell Road was submitted by Mr. Razvan Catanitou. Mr. Catanitou's application was denied on May 3, 2023, as the parking requirements for an automobile repair shop could not be satisfied. Mr. Catanitou requested to appeal the decision on May 4<sup>th</sup> and was subsequently given the requirements to file such an appeal. On May 15, 2023, Mr. Catanitou submitted the application. Staff requested the legal advertisement the following day. The advertisement was published on May 24, 2023.

The following is a synopsis and timeline of the case:

4/18/2023

*Good Morning*

4784 Cantrell Road is zoned Light Industrial (M-1). This [zoning district](#) does not allow auto sales and repairs. The City cannot sign off on the zoning certification letter submitted yesterday.



The applicant questioned the allowed uses. After discussion via several e-mails, the applicant asked what would be needed for auto repair only.

4/24/2023

Good Morning Razvan,

*The property is zoned Light Industrial (M-1) and auto service without sales is an allowed use. However, you will need to provide a parking plan for this project. This plan must include designated spots for employees, customers, and spaces for pending car repairs and for completed car repairs. Will you be installing a fence? Any changes to the building? Adding repair bays? Lifts? You will need to supply any of this information prior to submitting your occupational tax license. If you have further questions please let me know.*

After several more e-mails discussing the requirements, the applicant provided the following e-mail:

4/24/2023

*I believe I answered all the question already, but here one more time.*

*Installing fence? NO*

*Any changes to the building? NO*

*Adding repair bays? NO*

*Adding lifts? YES*

*Please find attached a parking designation map.*

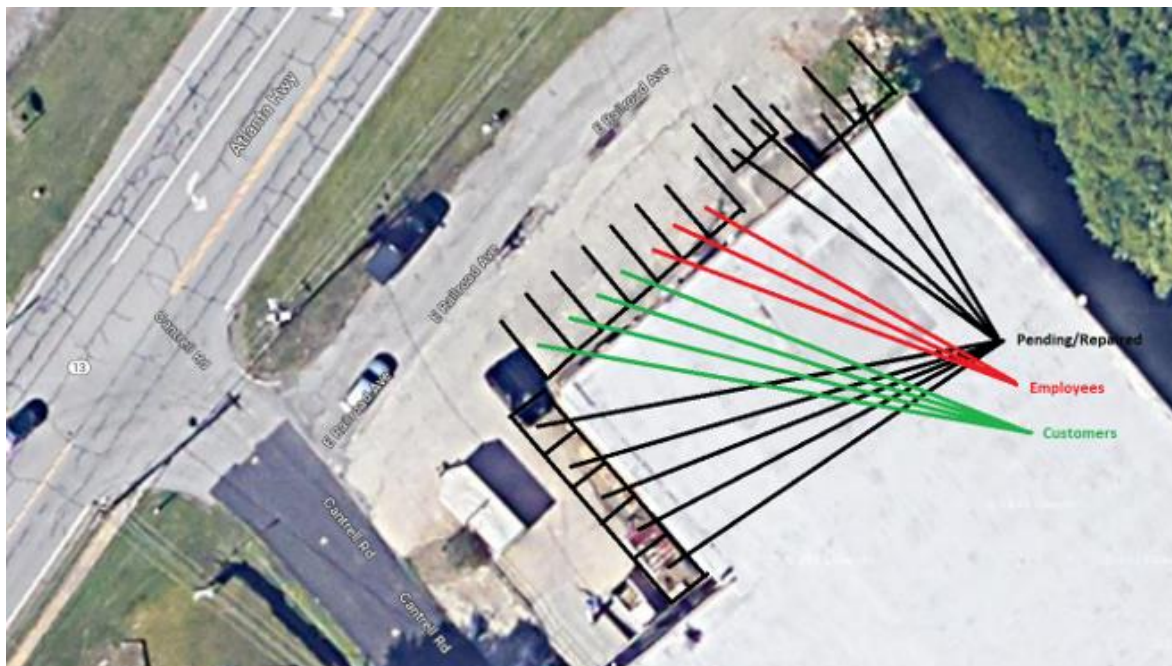


*Please let me know if any other information needed*  
The information provided by the applicant was insufficient.

4/24/2023

*You need to provide a parking plan showing how many spaces you have and how they will be designated. Standard parking spaces are 19x9; how many spaces are you going to provide, where will they be located and how will they be designated?*

4/30/2023



Again, the applicant was told this was insufficient as it is not to scale and the proposed spots on Railroad Avenue appear to be located in the right-of-way. Applicant was informed of the deficiencies and that staff would check on the right-of-way.

4/30/2023

*Good Evening*

*Sorry you are so frustrated with this process. My apologies for the amount of time this is taking. However, I cannot approve this request until I am assured I am not approving a business that has parking*

*in the right of way. We are working on this issue. Please feel free to submit any information you wish to our offices.*

After speaking with Bill Whidden about the right-of-way issue (which does seemingly show that the proposed parking spaces would encroach into the right-of-way), and without a sufficient parking plan, I reviewed the code again and determined regardless of what a legitimate parking plan showed, the site could not even come close to the parking requirement. Section 21.3 clearly states the change in use (in this case, from warehouse to auto repair) means the parking must meet the requirements of the new use. This means the use (auto repair) is allowed in the zoning district (M-1) but this particular site cannot be used as auto repair due to the lack of parking.

- **Sec. 21.3. - Applicability.**

This Article shall apply to any new building constructed; for new uses or conversions of existing, conforming buildings; and for enlargements of existing structures. This Article shall not be construed so as to require additional parking spaces to be furnished for an existing building which is repaired, altered, maintained, or modernized, where the size of the building is not increased; provided, **however, that when the occupancy of any building is changed to another use, parking shall be provided to meet the requirements of this Article for the new use.**

Table 21.3 requires 1 space per 250 square feet of the building.

| Use                                        | Minimum Parking Required                                                                | Maximum Parking Permitted                                                               |
|--------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <b>COMMERCIAL USES</b>                     |                                                                                         |                                                                                         |
| Animal hospital; kennel                    | One per 400 square feet                                                                 | One per 250 square feet                                                                 |
| Appliance sales and repair                 | One per 500 square feet                                                                 | One per 300 square feet                                                                 |
| Art gallery                                | One per 400 square feet                                                                 | One per 300 square feet                                                                 |
| Automated teller machine, no drive-through | Two per machine                                                                         | Three per machine                                                                       |
| Auto parts store                           | One per 500 square feet                                                                 | One per 300 square feet                                                                 |
| Automobile sales                           | One per 200 square feet of repair space plus one per 400 square feet of showroom/office | One per 150 square feet of repair space plus one per 300 square feet of showroom/office |
| Automobile service and repair              | One per 250 square feet                                                                 | One per 200 square feet                                                                 |
| Bank, credit union, savings and loan       | One per 300 square feet (also see stacking requirements for drive-through facilities)   | One per 200 square feet (also see stacking requirements for drive-through facilities)   |

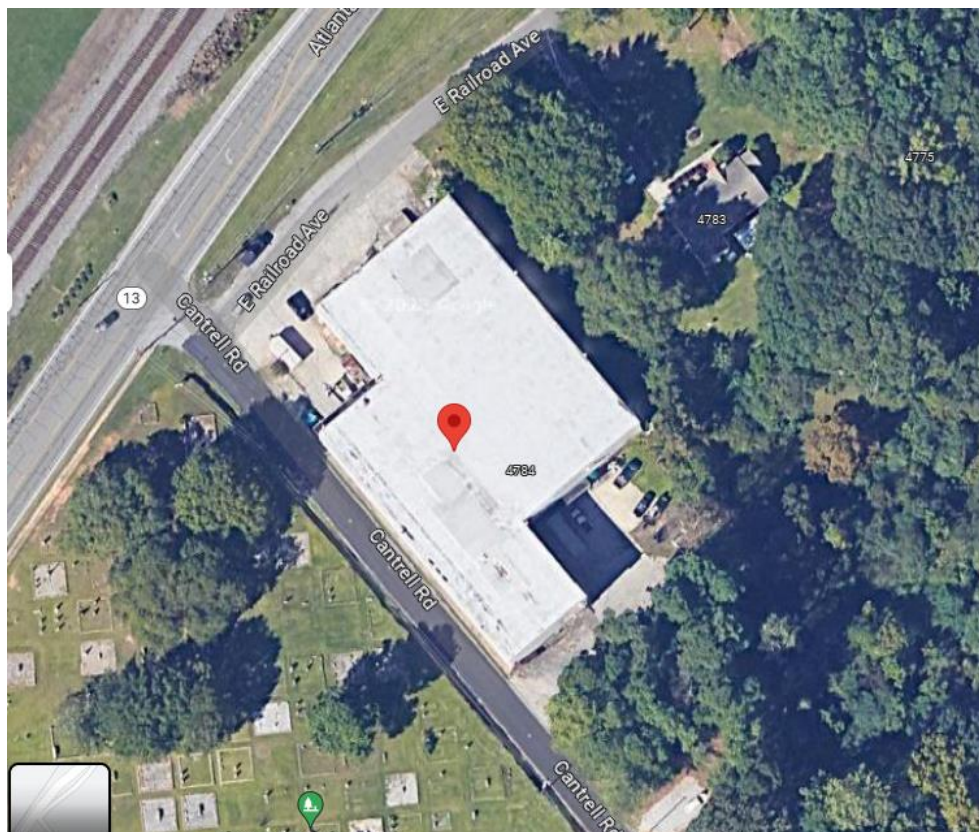


Hall County GIS states the building is 26,970 square feet:

### Commercial Improvement Information

|                      |                     |
|----------------------|---------------------|
| Description          | Warehouse Storage-C |
| Value                | \$277,300           |
| Actual Year Built    | 1964                |
| Effective Year Built | 1964                |
| Square Feet          | 26970               |
| Wall Height          | 10                  |
| Wall Frames          |                     |
| Exterior Wall        |                     |
| Roof Cover           |                     |
| Interior Walls       |                     |
| Floor Construction   |                     |
| Floor Finish         |                     |
| Ceiling Finish       |                     |
| Lighting             |                     |
| Heating              |                     |
| Number of Buildings  | 1                   |

26,970 square feet/250 square feet = 107.88 parking spots required. I do not see how the parcel can handle even a fraction of the required parking.



Section 21.15 does give the zoning administrator some flexibility **if** the building was being redeveloped or added onto:

This Section shall not be construed as requiring compliance of parking lots which lawfully existed on the effective date of this Article; provided, however, that the Zoning Administrator shall ensure parking lots that do not comply with this Article meet the requirements of this Article or substantially comply **when a new development permit is required or a building permit is required** to add additional building space on the site. If substantial redesign of the parking lot is required to comply with this Article in such cases of **new development or building additions**, the Zoning Administrator may accept **substantial rather than complete** compliance when the strict application of a requirement of this Article would pose substantial practical difficulty.

5/3/2023

*Good Evening*

*Per code, 21.13, parking applicability states new uses for an existing building need to meet code.*

*Your proposed use (auto repair) per table 21.3, requires 1 space per each 250 square feet of building . The building is 26,970 square feet. This equates to 108 spaces. A warehouse (like the pallet shop that was there previously) requires one space per 2,000 square feet or 13 spaces. The use is allowed in the this zoning district (M-1) but this parcel and building cannot meet the parking requirements. My apologies but the City cannot issue an occupational tax license for an auto repair shop at this location. If you have any questions please feel free to e-mail at anytime. I have copied the City Manager (Ms. Parrish) on this e-mail as well.*

*Rich*

5/4/2023

*Mr. Catanitoui*

*Your request to operate an automobile shop at 4784 Cantrell Road was formally denied via e-mail on May 3, 2023, due to insufficient parking.*

*The requirements to appeal can be found in [Article 39](#) of the Zoning Ordinance. I have attached the required form. Additionally, there is a \$500.00 fee. Once all the required information and fee are submitted, staff will review for compliance with the code and begin the process of the formal appeal. This process requires a local advertisement and a public hearing before the Mayor and City Council as well as two votes by the City Council.*

*If you have any questions, please let me know.*

In summary, the site allows the applicant's proposed use (auto repair) via the zoning designation (M-1) but, unfortunately, there is not adequate parking to safely operate an auto repair shop at this location.



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider the Second Vote on Ordinance 693, a Variance Request Submitted by Stanton E. Porter Allowing Fuel Pumps to be Located in Front of the Primary Structure at 4603 Atlanta Highway.

**COUNCIL MEETING DATE:** August 3, 2023

---

---

#### HISTORY:

This request was withdrawn and resubmitted. Council requested more information regarding landscaping. The applicant has submitted a landscape plan for review.

---

---

#### FACTS AND ISSUES:

Applicant wishes relief from Article 10, section 10.9 (f) of the zoning ordinance which requires fuel pumps to be located behind the primary structure.

---

---

#### OPTIONS:

---

---

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

No

---

---

#### AMOUNT AND SOURCE OF FUNDS:

---

---

#### RECOMMENDATION:

Approve as conditioned.

---

---

#### SAMPLE MOTION:

I make a motion to approve Ordinance 693.

---

---

#### COLLABORATING DEPARTMENT:

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

---

#### ATTACHMENTS

- [Thurmond Tanner Pkwy Retail Center Site Plan\\_6-24-22.pdf](#)
- [Staff Report.pdf](#)



- [July Landscape Plan.pdf](#)
- [ORDINANCE 693 AUG 3.pdf](#)

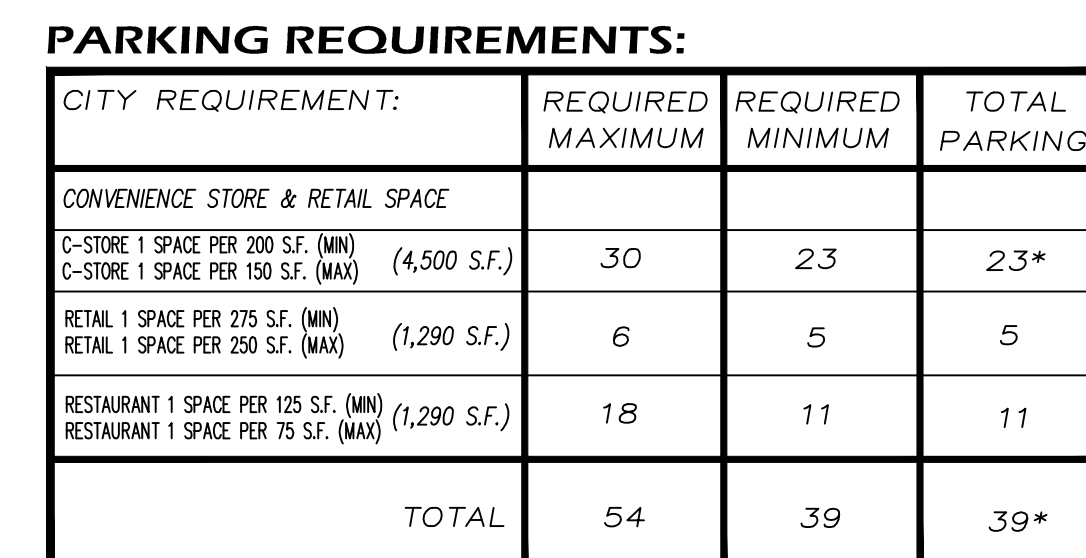


|           |          |            |
|-----------|----------|------------|
| DESIGN BY | DRAWN BY | CHECKED BY |
| JME       | JME      | JME        |

OWNER/DEVELOPER

[illegible]

SHEET TITLE  
SITE  
PLAN  
C-4

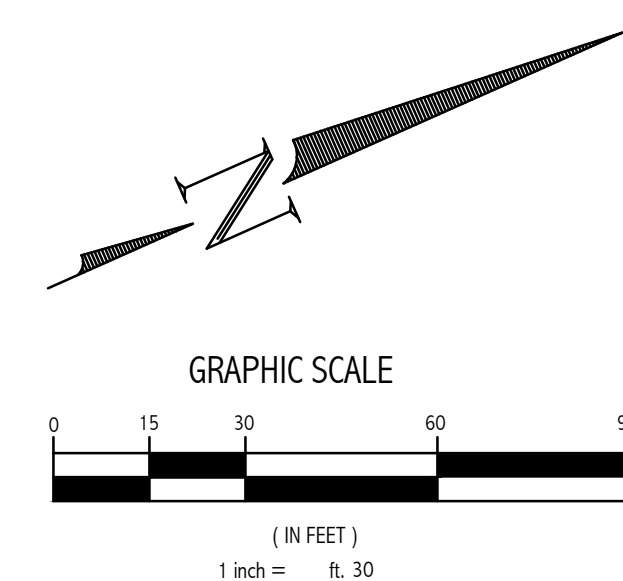


\* INCLUDES 2 A.D.A. SPACES (2 REQUIRED)

| CITY REQUIREMENT:                                                             | REQUIRED<br>MAXIMUM | REQUIRED<br>MINIMUM | TOTAL<br>PARKING |
|-------------------------------------------------------------------------------|---------------------|---------------------|------------------|
| CONVENIENCE STORE & RETAIL SPACE                                              |                     |                     |                  |
| C-STORE 1 SPACE PER 200 S.F. (MIN)<br>C-STORE 1 SPACE PER 150 S.F. (MAX)      | 30<br>(4,500 S.F.)  | 23                  | 23*              |
| RETAIL 1 SPACE PER 275 S.F. (MIN)<br>RETAIL 1 SPACE PER 250 S.F. (MAX)        | 6<br>(1,290 S.F.)   | 5                   | 5                |
| RESTAURANT 1 SPACE PER 125 S.F. (MIN)<br>RESTAURANT 1 SPACE PER 75 S.F. (MAX) | 18<br>(1,290 S.F.)  | 11                  | 11               |
| TOTAL                                                                         | 54                  | 39                  | 39*              |

NAME  
PHONE  
EMAIL

**ENGINEER:**  
EVANS DESIGN GROUP, INC  
4755 SUMMER SONG COURT  
BUFORD, GA 30519  
678.207.6830 (Ph)  
CONTACT: JON M. EVANS, P.E.





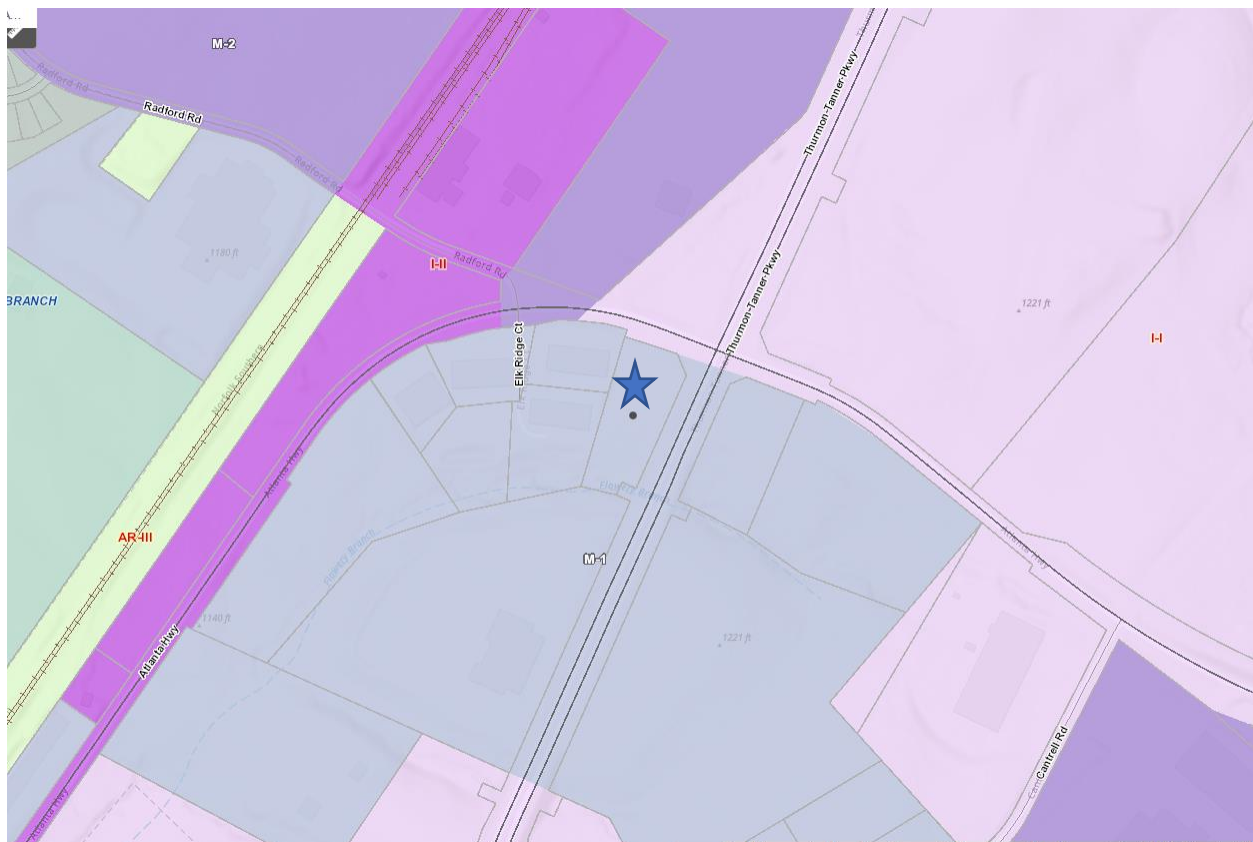


**VARIANCE**  
**4603 Atlanta Highway**  
**Parcel# 08092 000001**

Applicant is Stanton E. Porter; the current owner of the property is 1618 Land Holdings. LLC.

Variance from the requirements set forth in the City of Flowery Branch Zoning Ordinance;  
Article 10, Development Requirements and Guidelines section 10.9 (f):  
*Convenience stores shall locate gas pumps behind the principal structure in order to effectively screen the pumps from view of the street.*

The 2.21 +/- property is currently zoned Light Industrial (M1) and the use (gas station) is inherently allowed.









| PLANT LIST:  |     |                               |                    |        |        |
|--------------|-----|-------------------------------|--------------------|--------|--------|
| QTY          | SYM | BOTANICAL NAME                | COMMON NAME        | %TOTAL | SIZE   |
| CANOPY TREES |     |                               |                    |        |        |
| 5            | Ar  | Acer rubrum                   | Red Maple          | 29.4   | 3"     |
| 6            | Up  | Ulmus parvifolia 'Athena'     | Athena Chinese Elm | 35.3   | 3"     |
| 6            | Zs  | Zelkova serrata               | Japanese Zelkova   | 35.3   | 3"     |
| TREE TOTALS  |     |                               |                    |        |        |
| 17           |     |                               |                    |        |        |
| SHRUBS       |     |                               |                    |        |        |
| 74           | Nd  | Nandina domestica 'Firepower' | Dwarf Nandina      | N/A    | 1 gal. |
| 66           | Iv  | Ilex vomitoria                | Dwarf Yaupon Holly | N/A    | 1 gal. |
| 140          |     |                               |                    |        |        |
| SHRUB TOTALS |     |                               |                    |        |        |

#### PARKING LOT TREES:

ONE (1) TREE FOR EACH 10 PARKING SPACES

29 PROPOSED PARKING SPACES  
3 TREES REQUIRED  
3 TREES PROVIDED

#### 30' LANDSCAPE STRIP:

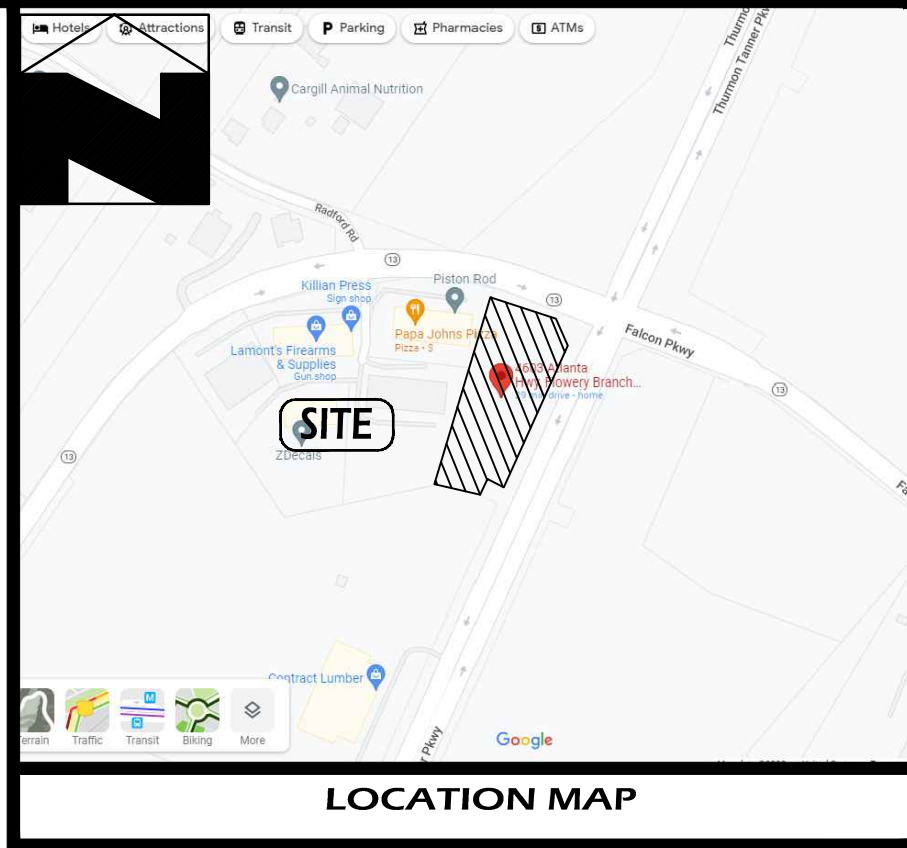
ONE (1) TREE FOR EACH 40 LINEAR FEET OF LANDSCAPE STRIP

320.0 L.F. ALONG THURMON TANNER PARKWAY  
EXCLUDING BUFFERS AND DRIVEWAYS  
8 TREES REQUIRED  
9 TREES PROVIDED  
160.0 L.F. ALONG ATLANTA HIGHWAY  
EXCLUDING BUFFERS AND DRIVEWAYS  
4 TREES REQUIRED  
5 TREES PROVIDED

N/F  
ELIZABETH FAYE GREENWAY  
DB-7760 PG-527  
DB-5076 PG-428  
PARCEL ID: 08092 001024  
4611 ELK RIDGE CT  
ZONED M-1

N/F  
HUTCH LLC  
DB-8075 PG-788  
PARCEL ID: 08092 001024  
4605 ELK RIDGE CT  
ZONED M-1

APPROXIMATE LOCATION  
PER P.B.-845, PG-3  
UNABLE TO RECOVER  
FORCE MAIN



Evans Design Group, Inc.  
Civil Engineering /  
Site Planning /  
Land Development Services  
4755 Summer Song Court  
Buford, GA 30519  
(Ph) 678.207.6830  
jevans@evansdg.com

6-13-23  
GSWCC LEVEL II CERT. # 10877

PROJECT NAME

FLOWERY  
BRANCH  
C-STORE &  
RETAIL

4603 ATLANTA HWY  
I.I. 92, 8th DIST.  
CITY OF FLOWERY  
BRANCH, GEORGIA

DATE:

6/16/22

DESIGN BY

DRAWN BY

CHECKED BY

JME

JME

JME

☐ Not Released For Construction

☒ Released For Construction

OWNER/DEVELOPER

© COPYRIGHT 2023  
EVANS DESIGN GROUP, INC.  
ALL RIGHTS RESERVED.

THESE CONSTRUCTION DOCUMENTS AND  
PERMITTED REPRODUCTIONS, IN WHOLE OR  
IN PART, ARE INSTRUMENTS OF SERVICE AND  
ARE THE SOLE PROPERTY OF EVANS DESIGN  
GROUP, INC. UNLESS OTHERWISE AGREED TO.  
THEY SHALL NOT BE REPRODUCED OR  
CONVEYED IN ANY MANNER NOR ARE THEY  
TO BE USED FOR ANY OTHER PROJECTS  
OTHER THAN THAT SPECIFICALLY INDICATED  
HEREIN WITHOUT WRITTEN PERMISSION  
FROM AND DUE COMPENSATION TO EVANS  
DESIGN GROUP, INC.

REVISIONS

1 12-22-22  
FIRST SUBMITTAL

2 05-09-23  
SECOND SUBMITTAL

JOB NUMBER:

22-029

SHEET TITLE

LANDSCAPE  
PLAN

C-11

GEORGIA811

Utilities Protection Center, Inc.

Know what's below.  
Call before you dig.

#### UTILITY DISCLAIMER:

IN ADDITION TO SHOWING THE STRUCTURES TO BE BUILT UNDER THIS CONTRACT, THE DRAWINGS SHOW CERTAIN INFORMATION OBTAINED BY THE ENGINEER REGARDING THE PIPES, POLE LINES, CONDUITS, AND OTHER STRUCTURES WHICH EXIST ALONG THE LINE OF THE WORK, BOTH AT AND BELOW THE SURFACE OF THE GROUND. THE ENGINEER AND THE OWNER EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES, AND THE CONTRACTOR WILL NOT BE ENTITLED TO ANY EXTRA COMPENSATION ON ACCOUNT OF ANY INACCURACY OR INCOMPLETENESS OF SUCH INFORMATION, SAID STRUCTURES BEING INDICATED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR, WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. THE GIVING OF THIS INFORMATION UPON THE CONTRACT DRAWINGS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, AND OTHER STRUCTURES. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT ANY DAMAGE TO THOSE SERVICES OR OTHER UTILITIES. ANY SUCH DAMAGES MUST BE REPAIRED WITHOUT DELAY AND THE COST OF SUCH REPAIRS MUST BE BORNE BY THE CONTRACTOR.

#### PLANT LEGEND:

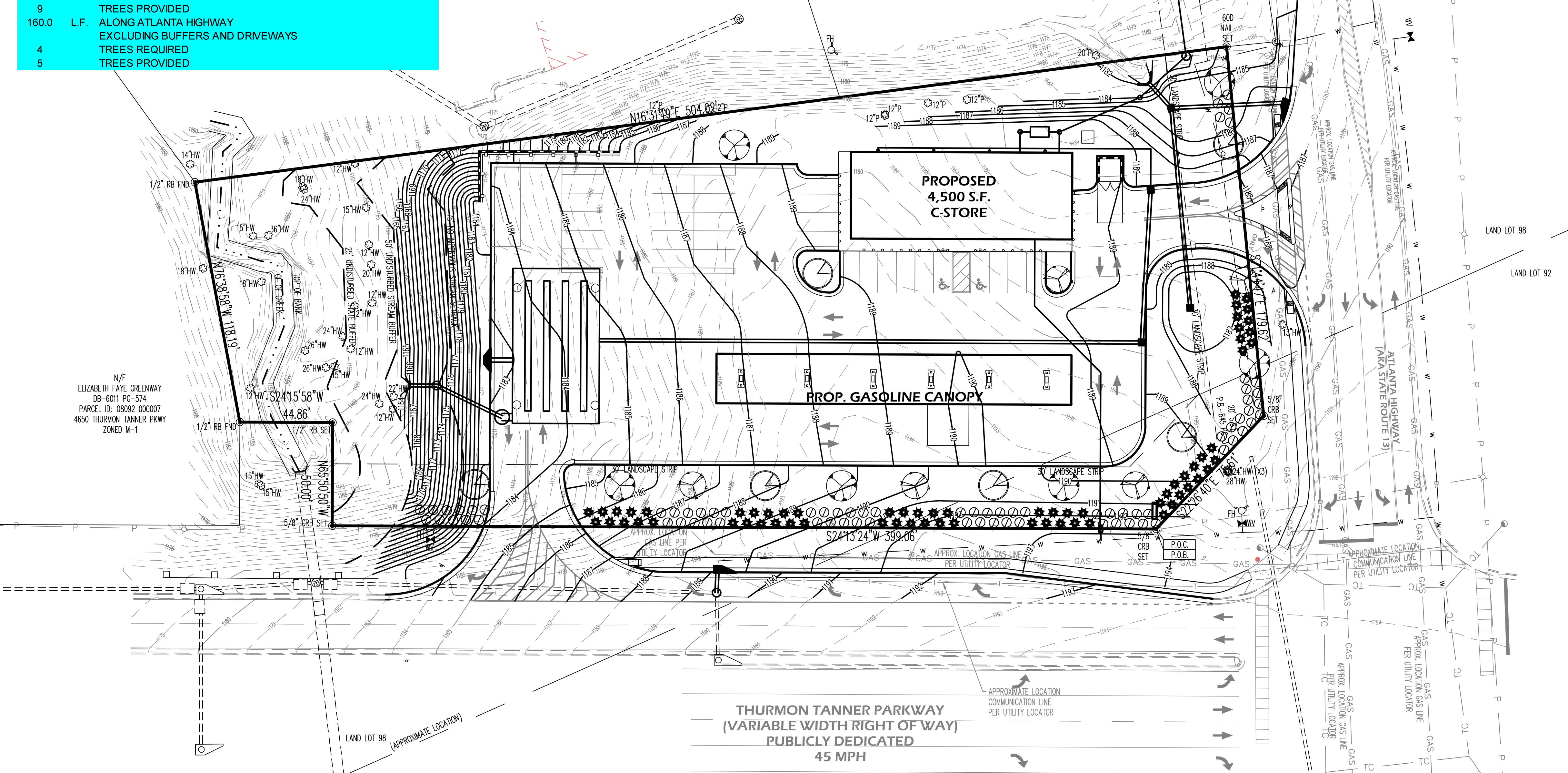
Athena Chinese Elm

Japanese Zelkova

Red Maple

Dwarf Yaupon

Dwarf Nandina



#### OWNER/DEVELOPER:

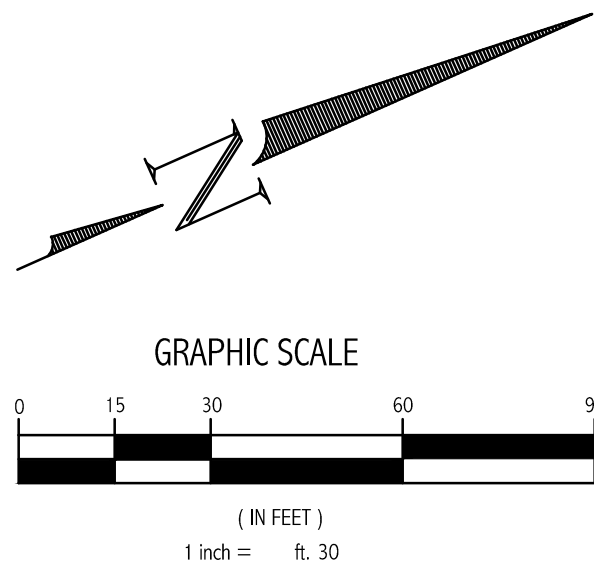
1618 LAND HOLDINGS LLC  
1550 N BROWN RD SUITE 130,  
LAWRENCEVILLE, GA 30043  
HUSEIN HAMIRANI  
hhamirani@gmail.com  
678.667.0501

#### 24-HR CONTACT:

YUSUF ALI  
770.617.4527

#### ENGINEER:

EVANS DESIGN GROUP, INC.  
4755 SUMMER SONG COURT  
BUFORD, GA 30519  
678.207.6830 (Ph)  
CONTACT: JON M. EVANS, P.E.





Public Hearing Published 06/28/2023  
Public Hearing 07/20/2023

First Reading 07/20/2023  
Adopted 08/03/2023

### **ORDINANCE 693**

**AN ORDINANCE GRANTING A VARIANCE FROM THE REQUIREMENTS OF ARTICLE 10, SECTION 10.9.(F) OF THE FLOWERY BRANCH ZONING ORDINANCE TO 4603 ATLANTA HIGHWAY, TAX PARCEL IDENTIFICATION NO.08092 000001, OWNED BY 1618 LAND HOLDINGS, LLC, AS SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY ALLOWING FUEL PUMPS TO BE LOCATED IN FRONT OF THE PRIMARY STRUCTURE; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.**

WHEREAS, 1618 Land Holdings, LLC. has submitted a written and signed application to the City of Flowery Branch, Georgia requesting a specific variance for property located at 4603 Atlanta Highway; and

WHEREAS, a survey and complete description of the property subject to the requested variance is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on July 20, 2023, to consider the application, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of 1618 Land Holdings, LLC, in conjunction with the standards set forth in Article 37, Section 37.5 of the Zoning Ordinance.

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

#### **SECTION 1. FINDINGS:**

The City Council finds that the proposed variance from the City of Flowery Branch Zoning Ordinance Article 10, Section 10.9.(f) 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 Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

#### **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 City Council 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 variances requested are the minimum variances 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.

## SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variance from the requirements set forth in the Flowery Branch Zoning Ordinance Article 10, Section 10.9.(f):

1. Fuel pumps shall be allowed to be placed in front of the primary structure

Conditions set forth in Exhibit "C" are imposed on said property. Said Exhibits are incorporated by reference as if fully set forth herein.

## SECTION 3. SEVERABILITY.

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



Public Hearing Published 06/28/2023  
Public Hearing 07/20/2023

First Reading 07/20/2023  
Adopted 08/03/2023

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

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

Adopted this 1st day of September 2023.

\_\_\_\_\_  
Edward R. Asbridge, Mayor

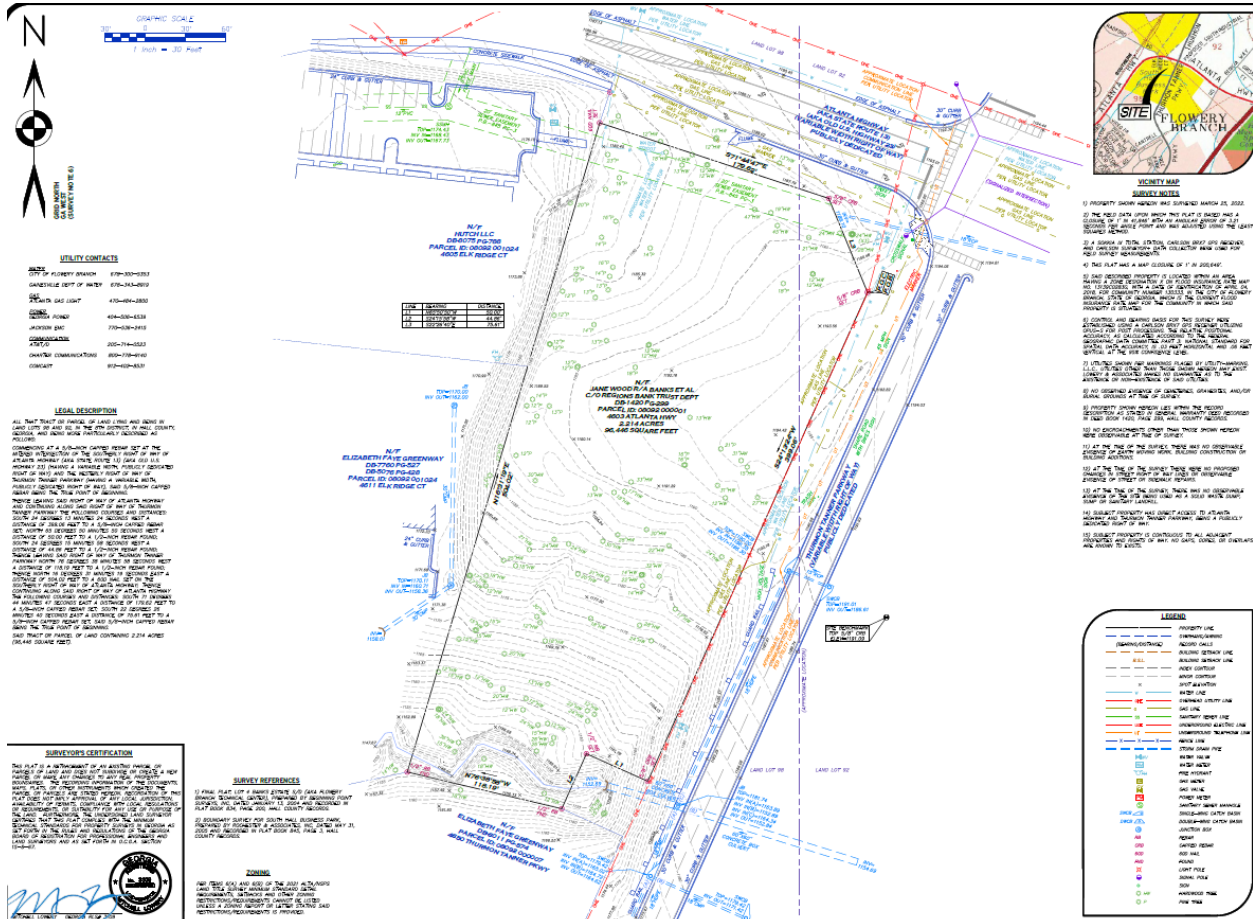
ATTEST:

\_\_\_\_\_  
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Thomas, City Attorney

## Exhibit "A"



Public Hearing Published 06/28/2023  
Public Hearing 07/20/2023

First Reading 07/20/2023  
Adopted 08/03/2023

Exhibit "B"

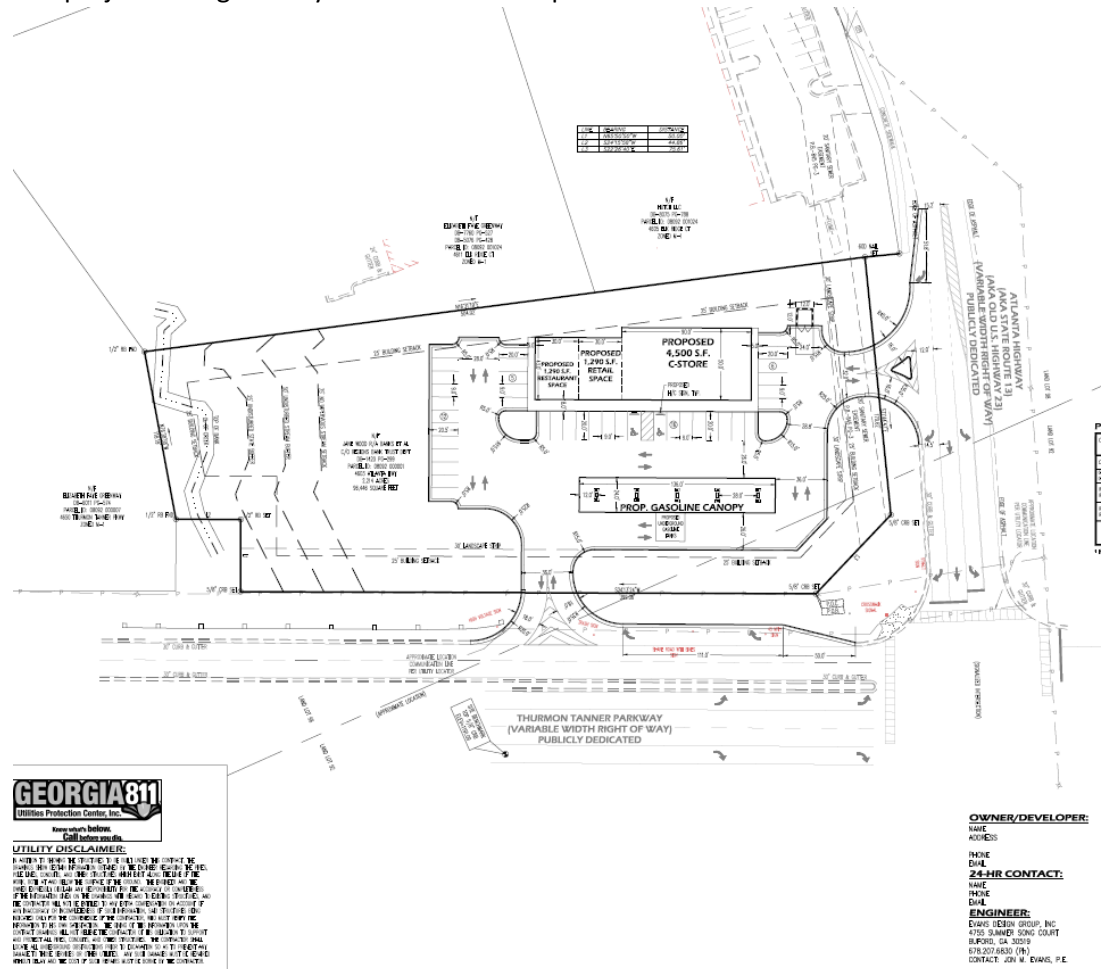
**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lots 92 and 98, 3th Land District, Hall County, Georgia, being Lot 3 as shown on a survey for South Hall Business Park, dated September 20, 2001, last revised October 3, 2001, prepared by Rochester & Associates, Inc., Georgia Registered Land Surveyors, and recorded in Plat Slide 805, page 105A of the Hall County, Georgia Plat Records, last revised at Plat Book 845, Page 3, Hall County, Georgia Records. Said plat and the record thereof are incorporated herein by reference for a more complete description of said property.

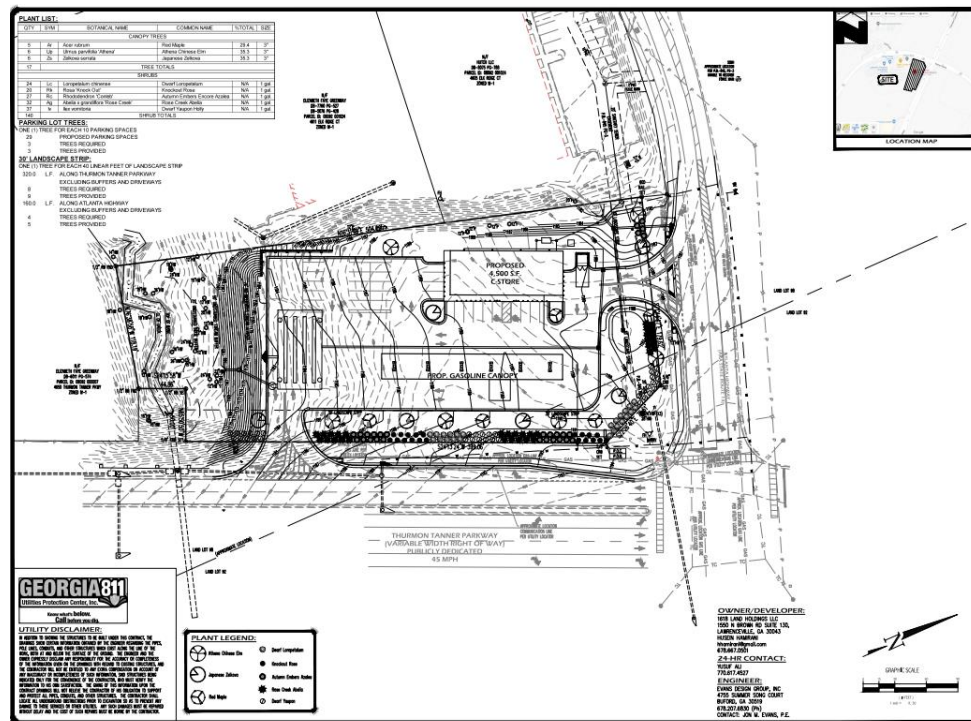
## Exhibit "C"

## Conditions of Zoning

1. The project shall generally adhere to the site plan as shown below:



2. Sewer shall be provided to the project by the City of Flowery Branch.
3. Water shall be supplied by the City of Gainesville.
4. Welcome to Flowery Branch monument sign. Sign must be approved by City Staff prior to the issuance of a certificate of occupancy.
5. Exterior building material shall be brick and stone on all 4 sides.
6. The dumpster enclosure shall be brick.
7. Gas canopy pillars shall be brick.
8. Detailed professionally drawn landscape plan required to be submitted and approved by staff prior to the issuance of a building permit. Said plan shall significantly adhere to the plan submitted on 7/25/2023 and as shown below:



9. A lighting plan shall be submitted and approved by staff prior to the issuance of a building permit.
10. Five (5) foot sidewalks required along the property length of Thurmon Tanner and Atlanta Highway.
11. The following uses shall be prohibited in the additional retail space attached to the primary structure (convenience store): vape or smoke shop, massage parlor, tattoo shop, or health spa.
12. Development shall be serviced by right-in-right out entrance/exit as shown on approved plan.



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider Second Vote for Ordinance 696 for an Annexation and Ordinance 697 for a Rezoning Request submitted by Cook Communities.

**COUNCIL MEETING DATE:** August 3, 2023

---

---

#### HISTORY:

Cook Communities submitted a similar request which was denied annexation by City Council on August 18, 2022. This request was tabled until June 15, 2023 due to Hall County attempting to object to the annexation. The Department of Community Affairs, in an e-mail to Mayor Asbridge dated April 24, 2023, declined to assign a panel to review the County request. Hall County had forty-five calendar days to formally object to the annexation and they did not meet that deadline.

---

---

#### FACTS AND ISSUES:

The request is to annex 14.27 +/- acres of land located at 5704 Jim Crow Road from Hall County into Flowery Branch rezoning it from Agricultural Residential to Planned Unit Development. Applicant wishes to construct an age restricted (55 and over), gated, private 49 unit townhomes community.

At the July 20, 2023 meeting, City Council requested an updated plan be submitted prior to the final read and vote. At the time of agenda release, that information was not made available by the applicant. If received in time to update prior to the vote, staff recommends proceeding. If not, Council should consider tabling the final vote to a later date.

---

---

#### OPTIONS:

---

---

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

No

---

---

#### AMOUNT AND SOURCE OF FUNDS:

---

---

#### RECOMMENDATION:

Approve as conditioned.

---

---

#### SAMPLE MOTION:

I make a motion to approve ordinance 696.

I make a motion to approve 697.

---

---

#### COLLABORATING DEPARTMENT:

**DEPARTMENT:** Planning

**Prepared by:** Shelia Cooper

---

**ATTACHMENTS**

- [1b-Annexation Application.pdf](#)
- [1a-Rezoning Application.pdf](#)
- [2a-Rezoning Exhibit \(Parkers Place\).pdf](#)
- [2b-Rezoning Exhibit \(Rendering\).pdf](#)
- [3-Letter of Intent.pdf](#)
- [4-Rezoning Analysis and Development Statistics \(Parkers Place\).pdf](#)
- [5-Parker's Place \(Traffic Memo\).pdf](#)
- [Cook Annexation Ordinance.pdf](#)
- [Cook Rezoning Ordinance.pdf](#)





## ANNEXATION APPLICATION

**Date:** 2/13/2023

**Address of Request:**

5704 Jim Crow 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 Shelia Cooper 2/23/2023

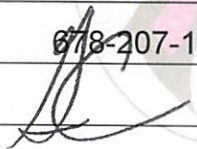
**Applicant Information**

Name: Cook Communities

Address: 3120 Frontage Road  
Gainesville, GA 30504

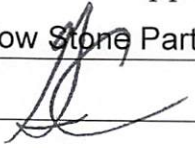
E-mail address: gcook@cook-residentail.com

Phone number: 678-207-1500

Signature: 

Property owner information (if different than the applicant)

Property owner (please print): Shadow Stone Partners, LLC

Signature of property owner: 





### Property Information

Tax Map Number: 08100 001003A ,B,C,D

Current Zoning: AR3 Total Acres: 14.268

Is this property contiguous to the city-limits of Flowery Branch? Yes

Proposed City of Flowery Branch Zoning: PUD

Proposed City of Flowery Branch Character Area: Residential

Current Use: Residential

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: \_\_\_\_\_ Housing Units: \_\_\_\_\_ Other Buildings: \_\_\_\_\_

Race Population %: White \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Other \_\_\_\_\_

**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

N/A

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

N/A

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

N/A

### **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



## REZONING APPLICATION

**Date:** 2/13/2023

**Address of Request:** 5704 Jim Crow Road  
Flowery Branch, GA 30542

Tax Map # 08100 001003A, B, C, D Current Zoning: AR3

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

Currently a conforming use? No

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

### Applicant Information

Name: Cook Communities

Address: 3120 Frontage Road  
Gainesville, GA 30504

E-mail address: gcook@cook-residential.com

Phone number: 678-207-1500

Signature: 

Notary: 







Property owner information (if different than the applicant)

Property owner (please print): Shadowstone Partners, LLC

Signature of property owner: \_\_\_\_\_

Notary: \_\_\_\_\_



### Property Information

Tax Map Number: 08100 001003A , B, C, D

Current Zoning: AR3 Total Acres: 14.268

Is this property located within the city-limits of Flowery Branch? No

Proposed City of Flowery Branch Zoning: PUD

Current Use: Residential

**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

N/A

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

N/A

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

N/A



### Disclosure of Campaign Contributions

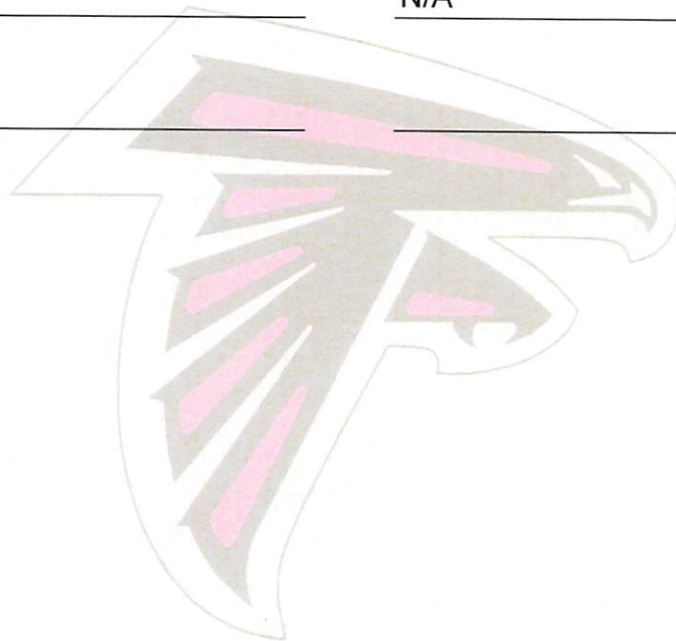
List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of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

Elected Officials Name

Amount of Description of Gift

N/A

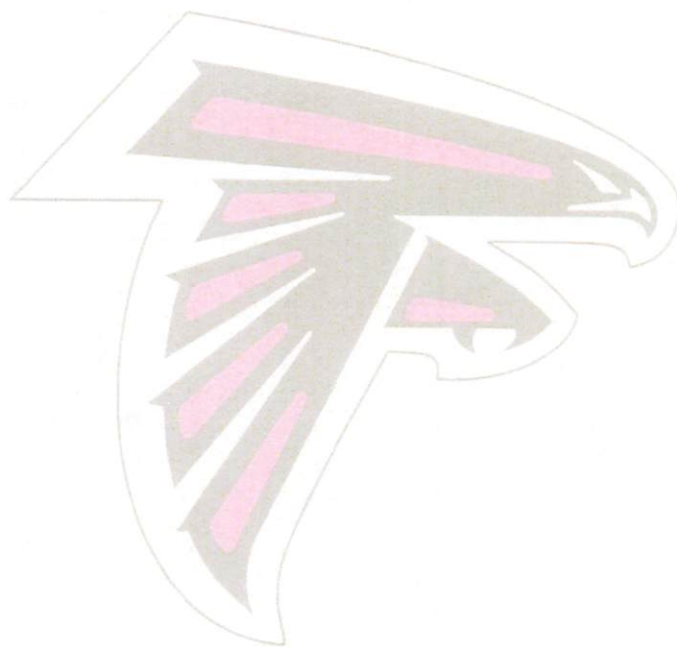
N/A



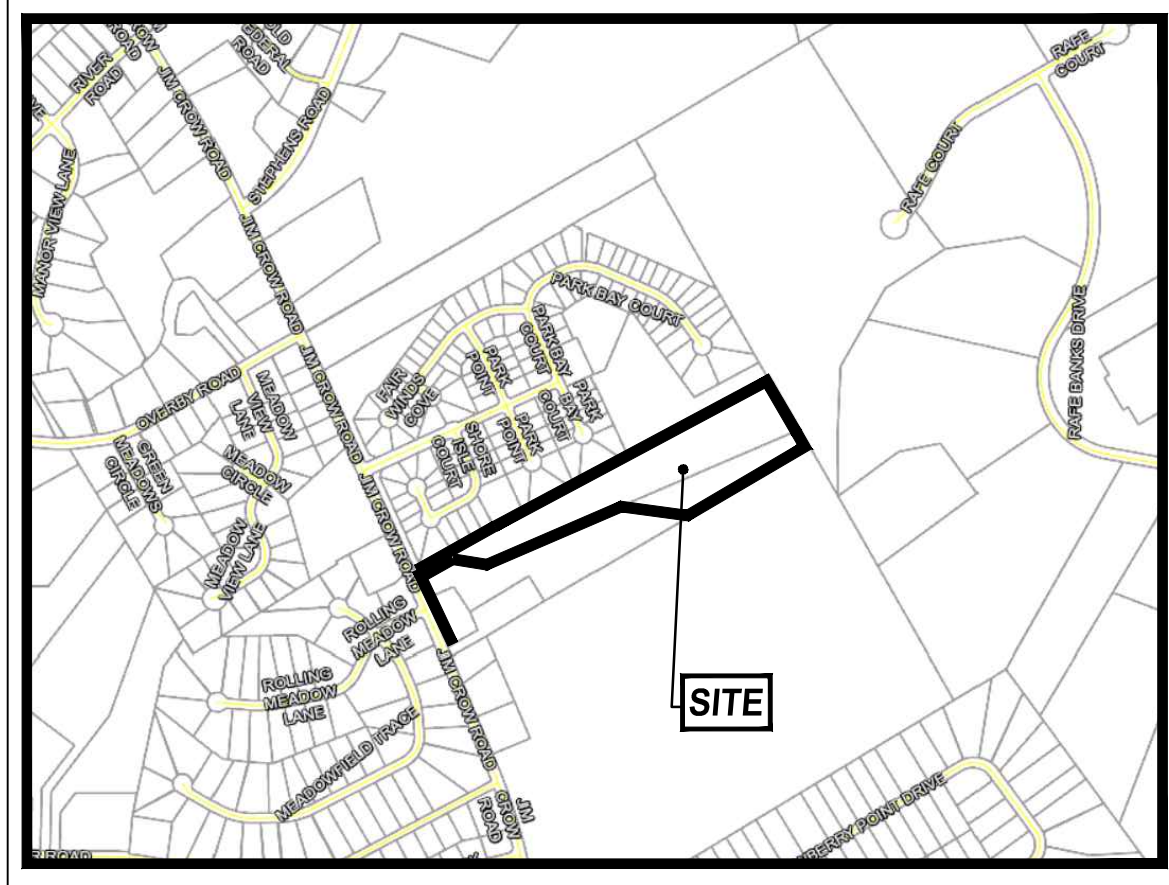
**CITY STAFF ONLY**

Application Received By: RJEA

Date: 2/24/2023 Total Fee: 1,000







VICINITY MAP  
N.T.S.



PROPOSED WALKING TRAIL  
N.T.S.



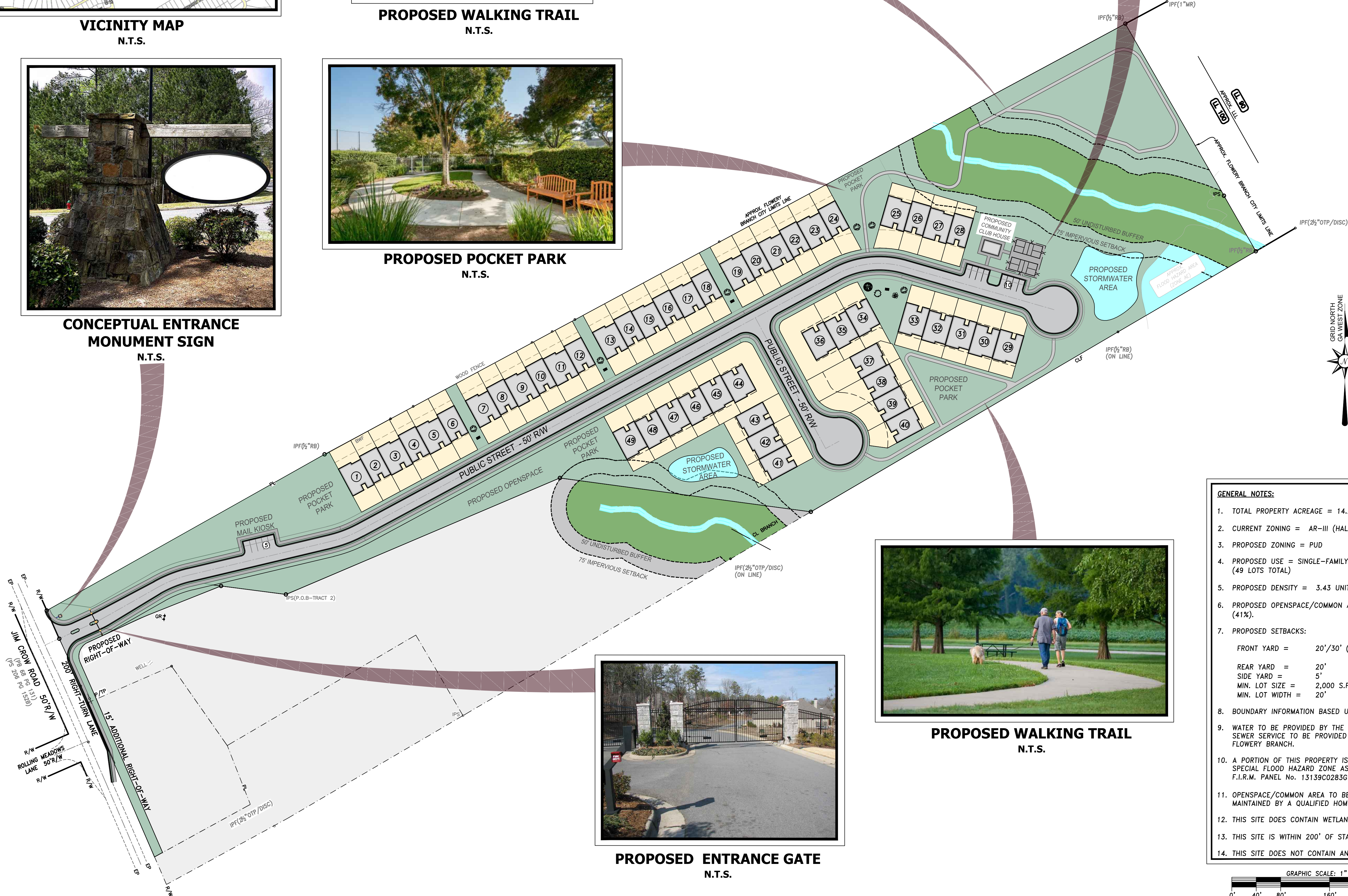
CONCEPTUAL ENTRANCE  
MONUMENT SIGN  
N.T.S.



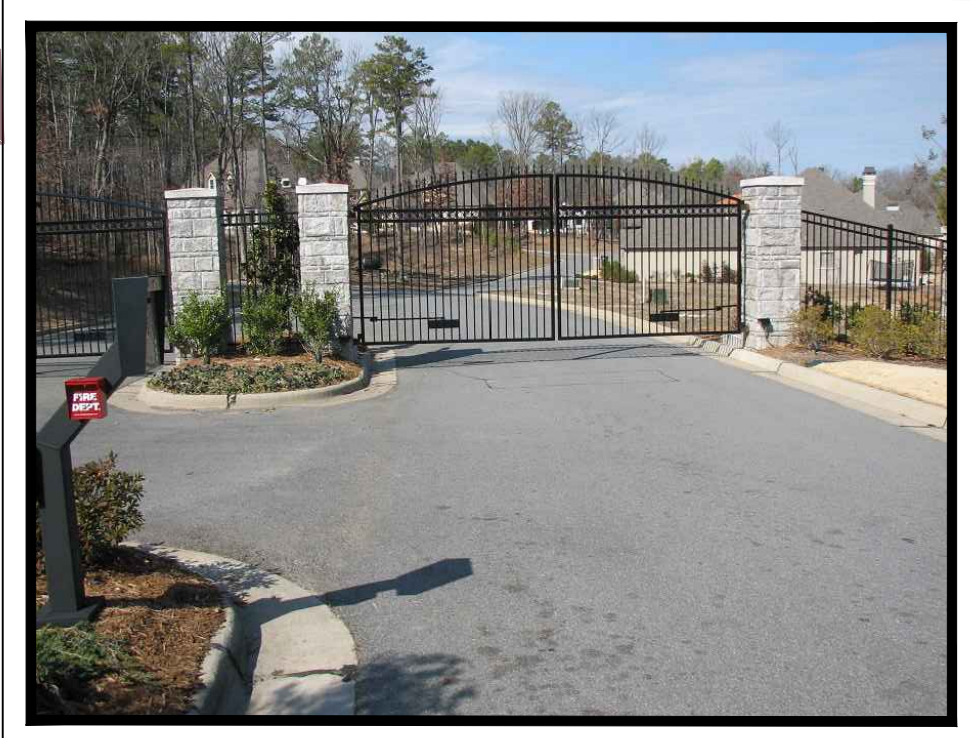
PROPOSED POCKET PARK  
N.T.S.



PROPOSED PICKLEBALL COURTS  
N.T.S.



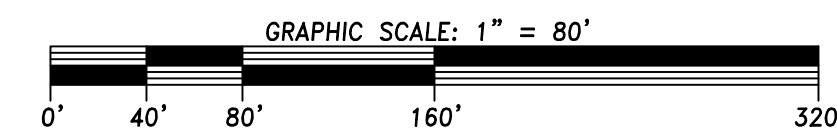
PROPOSED WALKING TRAIL  
N.T.S.



PROPOSED ENTRANCE GATE  
N.T.S.

GENERAL NOTES:

1. TOTAL PROPERTY ACREAGE = 14.268 ACRES (TOTAL)
2. CURRENT ZONING = AR-III (HALL COUNTY)
3. PROPOSED ZONING = PUD
4. PROPOSED USE = SINGLE-FAMILY ATTACHED SUBDIVISION (49 LOTS TOTAL)
5. PROPOSED DENSITY = 3.43 UNITS/ACRE
6. PROPOSED OPENSACE/COMMON AREA = ±5.9 ACRES (41%).
7. PROPOSED SETBACKS:  
FRONT YARD = 20'/30' (20' FROM PERIMETER & 30' FROM STREET)  
REAR YARD = 20'  
SIDE YARD = 5'  
MIN. LOT SIZE = 2,000 S.F. (FEE SIMPLE)  
MIN. LOT WIDTH = 20'
8. BOUNDARY INFORMATION BASED UPON DEED RESEARCH.
9. WATER TO BE PROVIDED BY THE CITY OF GAINESVILLE. SEWER SERVICE TO BE PROVIDED BY THE CITY OF FLOWERY BRANCH.
10. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS PER HALL COUNTY F.I.R.M. PANEL No. 13139C0283G EFFECTIVE 4/4/2018.
11. OPENSACE/COMMON AREA TO BE DEEDED AND MAINTAINED BY A QUALIFIED HOMEOWNERS ASSOCIATION.
12. THIS SITE DOES CONTAIN WETLANDS.
13. THIS SITE IS WITHIN 200' OF STATE WATERS.
14. THIS SITE DOES NOT CONTAIN ANY KNOWN CEMETERIES.



**COOK**  
3120 FRONTAGE ROAD  
GAINESVILLE, GA 30504  
(678) 207-1509  
www.thecookandcompany.com  
P.E.F. #007243

PREPARED FOR:  
**COOK COMMUNITIES**  
3120 FRONTAGE RD.  
GAINESVILLE, GA 30504  
**24-HR. CONTACT:**  
**GEOFF COOK**  
(678) 207-1509  
PROJECT NAME:  
**FLOWERY BRANCH**  
**JIM CROW ROAD**  
**TRACT**  
  
TASK:  
**REZONING**  
**EXHIBIT**

PROJECT INFORMATION:  
FLOWERY BRANCH TRACT  
Project Name  
21-017  
Project Number  
JIM CROW ROAD  
Project Address  
Land Lot No.(s)  
District  
HALL COUNTY, GEORGIA  
County, State

| PLAN REVISION |      |             |
|---------------|------|-------------|
| No.           | DATE | DESCRIPTION |
| 1             |      |             |
| 2             |      |             |
| 3             |      |             |
| 4             |      |             |

G.S.W.C.C. LEVEL II CERTIFIED  
DESIGN PROFESSIONAL  
No. 0000013059  
CONTACT:  
C. LUKE PRESSLEY, P.E.  
(678) 267-7153  
luke@thecookandcompany.com

SHEET  
**1 of 1**  
JWW  
DESIGN  
3/22/22  
DATE  
AS SHOWN  
SCALE  
21-017  
PROJECT No.

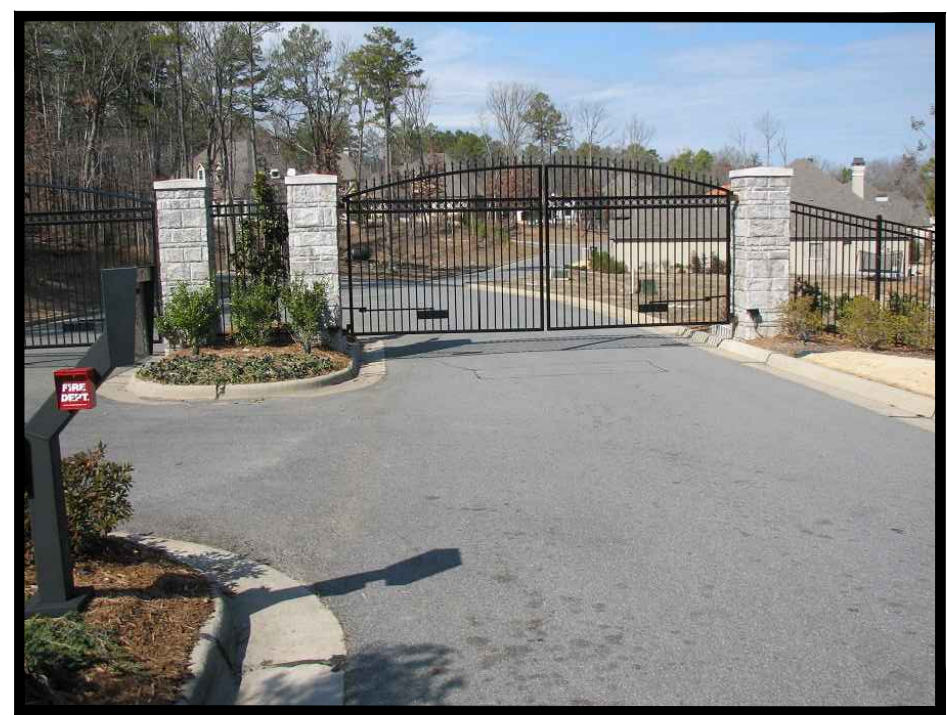
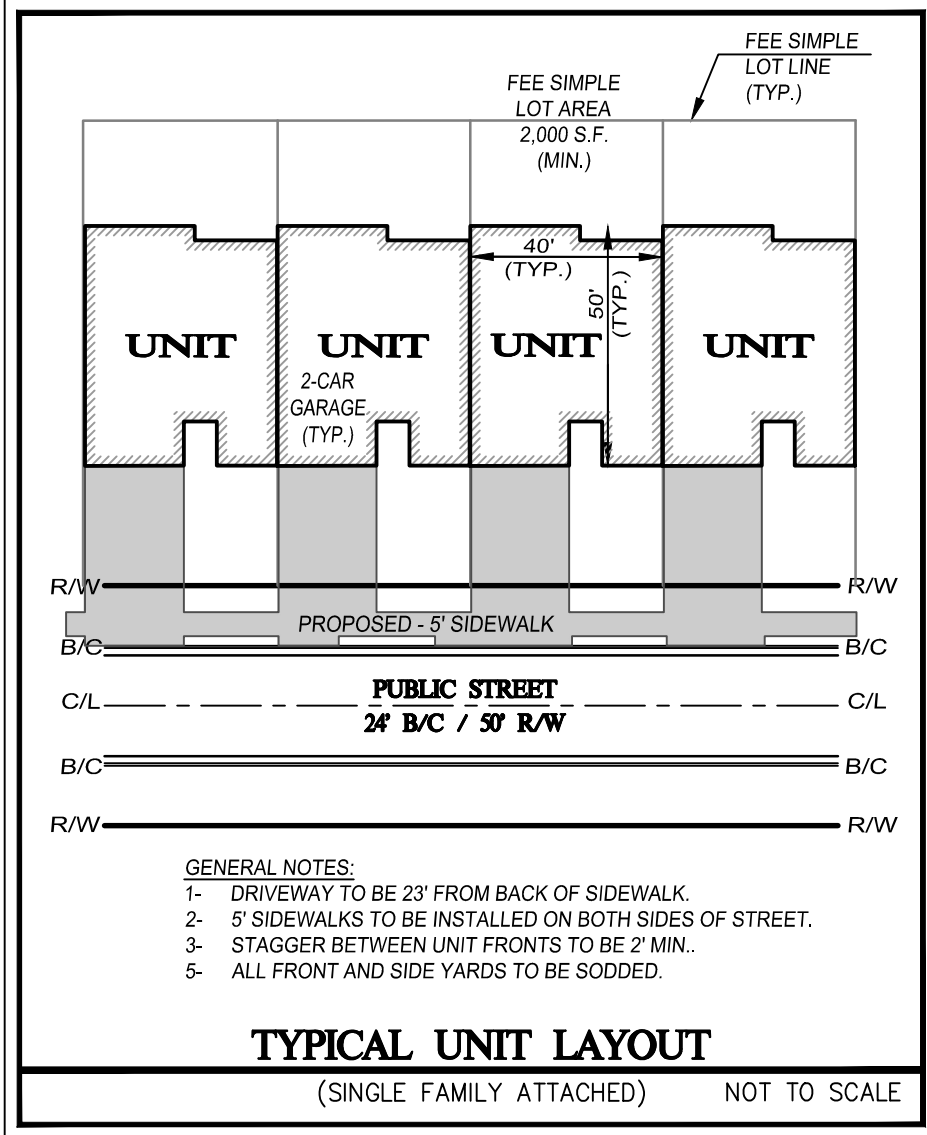




PROPOSED TOWNHOME  
(FRONT)  
N.T.S.



PROPOSED TOWNHOME  
(FRONT-RIGHT)  
N.T.S.



PROPOSED ENTRANCE GATE  
N.T.S.

**COOK**  
3120 FRONTAGE ROAD  
GAINESVILLE, GA 30504  
(678) 207-1509  
www.thecookandcompany.com  
P.E.F. #007243

PREPARED FOR:  
**COOK COMMUNITIES**  
3120 FRONTAGE RD.  
GAINESVILLE, GA 30504  
**24-HR. CONTACT:**  
**GEOFF COOK**  
**(678) 207-1509**  
PROJECT NAME:  
**FLOWERY BRANCH**  
**JIM CROW ROAD**  
**TRACT**  
TASK:  
**REZONING**  
**EXHIBIT**

PROJECT INFORMATION:  
FLOWERY BRANCH TRACT  
Project Name  
21-017  
Project Number  
JIM CROW ROAD  
Project Address  
Land Lot No.(s)  
District  
HALL COUNTY, GEORGIA  
County, State

| PLAN REVISION |      |             |
|---------------|------|-------------|
| No.           | DATE | DESCRIPTION |
| 1             |      |             |
| 2             |      |             |
| 3             |      |             |
| 4             |      |             |



"FOR REZONING ONLY"  
G.S.W.C.C. LEVEL II CERTIFIED  
DESIGN PROFESSIONAL  
No. 0000013059  
CONTACT:  
C. LUKE PRESSLEY, P.E.  
(678) 267-7153  
luke@thecookandcompany.com

| SHEET                              |                                            |
|------------------------------------|--------------------------------------------|
| 1 of 1                             |                                            |
| OLP<br>DESIGN<br>2/22/2022<br>DATE | AS SHOWN<br>SCALE<br>21-017<br>PROJECT No. |





February 13<sup>th</sup>, 2023

City of Flowery Branch  
5512 Main Street  
Flowery Branch, GA 30542  
(770) 967-6371

**LETTER OF INTENT**

Rezoning/Annexation for the Parker's Place at Lanier – Flowery Branch, GA  
5704 Jim Crow Road – Flowery Branch, GA 30542  
Tax Parcel No. 08100 001003A, 08100 001003B, 08100 001003C & 08100 001003D  
L.L. 100 / 8<sup>th</sup> District  
(Note: A copy of a combination Survey is included in this application for clarification – 14.27 Acres total)

Cook Communities submits this Letter of Intent and attached Application for the purpose of rezoning/annexing to the City of Flowery Branch's Planned Unit Development (PUD) Zoning Classification for the 14.27-acre tract located along Jim Crow Road, south of the existing Park Walk at Lanier Residential Development. The property currently lies in unincorporated Hall County and is adjacent to the Flowery Branch City Limits to the north. The subject property is currently zoned AR-III (Hall County) and contains one single family home and associated outbuilding. The intent is to annex the entire property shown on the combination/boundary survey into the City of Flowery Branch. All property included in this application is owned by Shadow Stone Partners, LLC. (See Rezoning Exhibit).

Cook Communities proposes to develop a distinctive and attractive single-family attached neighborhood with amenities. The neighborhood will consist of Forty-nine (49) 2-story attached cottage style homes and is proposed to be age-restricted for residents 55 and older. Each home will have 3 or 4-bedrooms and 2 or 3 bathrooms. The heated S.F. for the proposed units will be 1,550+ S.F. with a 2-Car Garage. The 2-Car garages will be located a minimum of 23' from the back of sidewalk as required. Additionally, the homes will include attractive architectural elements including shake and board and batten siding, stone/brick accents, a variety of unique garage doors and sodded yards. The proposed units are intended to meet the requirements of the recently adopted Ordinance 657 (Article 12 – Section 12.6). Attached to this letter of intent is a rendering of the proposed units for reference. These homes will meet the same quality and price point of homes in the surrounding area.



Amenities proposed for the development include a small community clubhouse, pickleball courts, sidewalks with connected walking trails, pocket parks and attractive landscaping. An exhibit and rendering of the proposed amenities are provided with this submittal for visual reference.

Access for the development will be provided along Jim Crow Road with a proposed right-turn (deceleration) lane provided at the entrance. The entrance will have an attractive monument-type sign with landscaping and will be gated. The provisions for water and sanitary sewer for the development will be provided by the City of Gainesville and the City of Flowery Branch.

The applicant and its representatives welcome the opportunity to meet with the City of Flowery Branch staff to answer any questions or concerns you may have. Cook Communities respectfully requests your approval of this application.

Respectfully,

A handwritten signature in black ink, appearing to be "Keith Cook", written in a cursive style.

Cook Communities / Keith Cook



February 13<sup>th</sup>, 2023

City of Flowery Branch  
5512 Main Street  
Flowery Branch, GA 30542  
(770) 967-6371

### **DEVELOPMENT STATISTIC AND ANALYSIS**

Parker's Place at Lanier – Flowery Branch, GA  
5704 Jim Crow Road – Flowery Branch, GA 30542  
Tax Parcel No. 08100 001003A, 08100 001003B, 08100 001003C & 08100 001003D  
L.L. 100 / 8<sup>th</sup> District  
(Note: A copy of a combination Survey is included in this application for clarification – 14.27 Acres total)

### **Development Statistics**

As part of this application, a site plan of the proposed development was submitted depicting the subdivision and typical fee simple building lots and proposed units for the neighborhood. The below information is meant to ensure all requested information is included.

- (a) Maximum Height of Proposed Homes – 35'
- (b) Minimum S.F. of proposed Homes –1,500 S.F.+ (Heated) (2-Story)
- (c) Color Renderings of Proposed Homes are included with this submittal
  - a. (See 2b-Rezoning Exhibit (Rendering).pdf)
- (d) The Proposed Building Materials for the homes are included
  - a. (See Letter of Intent)
- (e) Maximum of 49 Single-Family Attached Homes (Fee Simple Townhome Lots)
  - a. Minimum Lot Size = 2,000 S.F. (Min. Shown 3,500 S.F.)
  - b. Minimum 1,500+ S.F. Heated (2-Car Garage) – 2 Story
- (f) Proposed Overall Lot Coverage (Entire Project) = 30%
- (g) Proposed Landscaped Area
  - a. A minimum of 2 Trees per Lot (See Typical Lot Detail)
  - b. A minimum of 10' Landscape Buffer adjacent to existing neighborhood.
  - c. Pocket Parks and Walking Trails
  - d. Attractive Entrance Monument (Development will be Gated)



- (h) Parking will Include:
  - a. 2-Car with Driveway (23' From Back of Sidewalk)
  - b. 5 Spaces for Proposed Mail Kiosk
  - c. 10 Spaces at Proposed Clubhouse and Pickleball Courts
- (i) Will Provide as requested.

### **Development Analysis**

The development being proposed by Cook Communities is in line with the City of Flowery Branch's 2041 Comprehensive Plan. While currently not specifically included (as it lies in Hall County), the adjacent neighborhood (Park Walk at Lanier) has a similar zoning to what is being requested. The 2041 Comprehensive Plan and Future Land use map targets this area as Suburban Residential, and the comprehensive plan suggests smaller lots may be appropriate in a PUD zoning district. Cook Communities feels this development generally meets the objectives of the PUD Zoning district when viewed as a small part of the overall community. While this development proposes only single-family attached homes, it provides the broader mix of residential housing types when viewed as a part of the surrounding neighborhoods. Jim Crow Road contains primarily single-family residential neighborhoods of varying densities from its intersection with McEver Road to its Termination at Lake Lanier. The Parker's Place at Lanier Development is similar to the recent development trend in the area. The adjacent neighborhood statistics are included in the additional material submitted as part of the application. No adverse effect is anticipated from the proposed development as it is inline with the surrounding uses as a single-family residential development. A deceleration lane is proposed at the entrance for cars traveling from McEver Road which will be the primary travel route. The subdivision will be gated. The existing use of the Subject Property is a single-family residence with undeveloped acreage. Gravity Sewer is available in the rear portion of the property and public water available along Jim Crow Road. The impact to local schools will be minimal as this will be an age-restricted 55+ community. This portion of Hall County and the City of Flowery Branch has seen significant development in recent years, with an increase in demand for housing of all types. Cook Communities feels this community will provide a housing option that is currently underrepresented in the city. The Parker's Place at Lanier development will meet all the state and City of Flowery Branch's requirements including environmental, erosion and stormwater requirements.

The applicant and its representatives welcome the opportunity to meet with the City of Flowery Branch staff to answer any questions or concerns you may have. Cook Communities respectfully requests your approval of this application.

**Date:** May 16, 2022

**To:** Whom it may concern; Hall County, GA

**From:** Chris Maddox, PE, PTOE; Southeastern Engineering, Inc. (SEI)

**RE:** Trip Generation Memo for Jim Crow Road Subdivision

**CC:** Luke Pressley, PE; Cook Development

There is a development with 49 single-family attached units proposed on the west side of Jim Crow Road north of Rolling Meadow Lane currently located in Hall County, GA. The development will be constructed on currently undeveloped land, and is proposed to be annexed into the City of Flowery Branch, GA. The site plan is attached in **Appendix A**. The development will be age restricted and accessed via one new road along Jim Crow Road north of Rolling Meadow Lane and south of Park Shore Cove. Southeastern Engineering, Inc (SEI) has reviewed the adjacent roadway network and development site to summarize the characteristics of the study area and provide information on estimated new trips generated by the development.

Jim Crow Road runs from McEver Road in the south and dead ends to the north, providing access to primarily single-family residential developments. Jim Crow Road is a two-lane undivided facility, with a posted speed limit of 45 MPH, and it is functionally classified as a minor collector. The intersection of Jim Crow Road and McEver Road is a signal-controlled intersection. GDOT'S TADA system was referenced for historical traffic volumes on the roadway and in 2018 Jim Crow Road had an Annual average daily traffic (AADT) volume of 1,590 vehicles per day. The GDOT TADA data sheet for Jim Crow Road is included in **Appendix B**.

The development is expected to generate approximately 181 new daily trips (91 entering and 90 exiting). In the AM peak period the development is expected to generate approximately 10 total trips (4 entering; 6 exiting), and in the PM peak period generate approximately 13 total trips (7 entering; 6 exiting). The vast majority of the trips entering and exiting are anticipated to be going to and from McEver Road in the south. The Trip Generation Report is included in **Appendix B**.

The new development street will be minor-street stop controlled at its intersection with Jim Crow Road. Due to the majority of traffic entering the development from the south via McEver Road a northbound right turn deceleration lane on Jim Crow Road would be beneficial at the new intersection. Crash history at the adjacent residential intersections, Rolling Meadow Lane and Park Shore Cove, was reviewed to see if any crash patterns exist in the area that may identify safety concerns for the new intersection. Per GDOT's Numetric crash data system there have been three crashes reported in the development area since 2015. Two of the three were single vehicles crashes and no injuries were recorded. The crash summary report is attached in **Appendix C**.

The proposed development matches the existing land uses along Jim Crow Road, and the surrounding area. Based on the characteristics of Jim Crow Road the additional daily and peak hour trips generated by the development are not anticipated to have a significant impact on the roadway's operations. The crash history does not show any anticipated safety issues at the site. Please let me know if we can be of any additional assistance during the review process, or if you have any questions. Thank you.

Sincerely,



Chris Maddox, PE, PTOE  
Traffic Engineering Division Manager

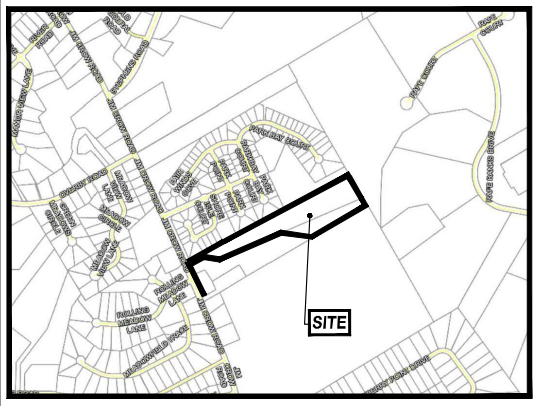
## Appendices

- Appendix A
  - Concept Site Plan
- Appendix B
  - GDOT TADA Data Sheet
  - Trip Generation Report
- Appendix C
  - Crash Summary Report

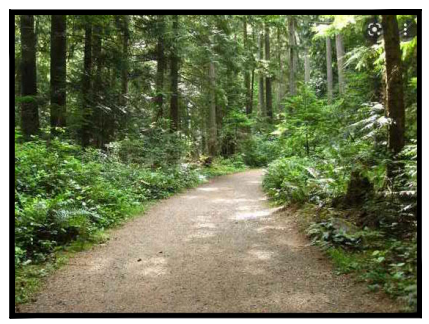


## **Appendix A**

# **Concept Site Plan**



VICINITY MAP  
N.T.S.



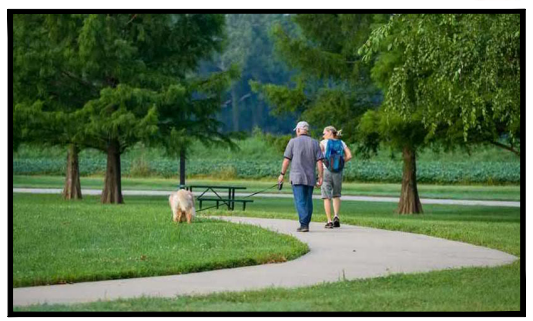
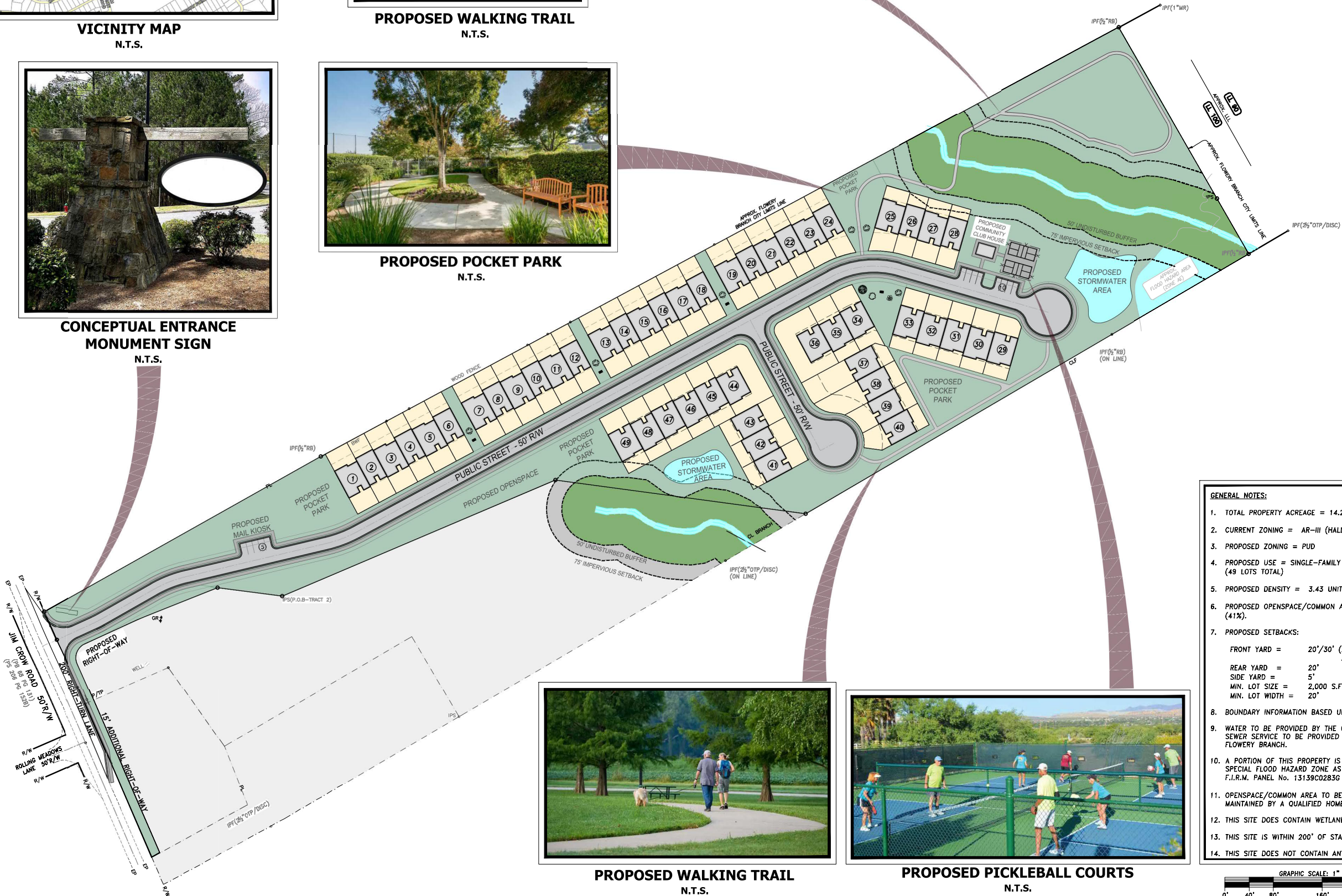
PROPOSED WALKING TRAIL  
N.T.S.



CONCEPTUAL ENTRANCE  
MONUMENT SIGN  
N.T.S.



PROPOSED POCKET PARK  
N.T.S.

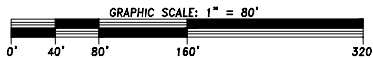


PROPOSED WALKING TRAIL  
N.T.S.



PROPOSED PICKLEBALL COURTS  
N.T.S.

- GENERAL NOTES:**
- TOTAL PROPERTY ACREAGE = 14.268 ACRES (TOTAL)
  - CURRENT ZONING = AR-III (HALL COUNTY)
  - PROPOSED ZONING = PUD
  - PROPOSED USE = SINGLE-FAMILY ATTACHED SUBDIVISION (49 LOTS TOTAL)
  - PROPOSED DENSITY = 3.43 UNITS/ACRE
  - PROPOSED OPENSACE/Common AREA = ±5.9 ACRES (41%).
  - PROPOSED SETBACKS:  
FRONT YARD = 20'/30' (20' FROM PERIMETER & 30' FROM STREET)  
REAR YARD = 20'  
SIDE YARD = 5'  
MIN. LOT SIZE = 2,000 S.F. (FEE SIMPLE)  
MIN. LOT WIDTH = 20'
  - BOUNDARY INFORMATION BASED UPON DEED RESEARCH.
  - WATER TO BE PROVIDED BY THE CITY OF GAINESVILLE. SEWER SERVICE TO BE PROVIDED BY THE CITY OF FLOWERY BRANCH.
  - A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS PER HALL COUNTY F.I.R.M. PANEL No. 13139C0283G EFFECTIVE 4/4/2018.
  - OPENSACE/Common AREA TO BE DEEDED AND MAINTAINED BY A QUALIFIED HOMEOWNERS ASSOCIATION.
  - THIS SITE DOES CONTAIN WETLANDS.
  - THIS SITE IS WITHIN 200' OF STATE WATERS.
  - THIS SITE DOES NOT CONTAIN ANY KNOWN CEMETERIES.



**COOK**  
3120 FRONTAGE ROAD  
GAINESVILLE, GA 30504  
(678) 207-1509  
www.thecookandcompany.com  
P.E.F. #007243

PREPARED FOR:  
**COOK COMMUNITIES**  
3120 FRONTAGE RD.  
GAINESVILLE, GA 30504  
24-HR. CONTACT:  
**GEOFF COOK**  
(678) 207-1509  
PROJECT NAME:  
**FLOWERY BRANCH JIM CROW ROAD TRACT**  
TASK:  
**REZONING EXHIBIT**

PROJECT INFORMATION:

|                 |                      |
|-----------------|----------------------|
| Project Name    | FLOWERY BRANCH TRACT |
| Project Number  | 21-017               |
| Project Address | JIM CROW ROAD        |
| Land Lot No.(s) |                      |
| District        | HALL COUNTY, GEORGIA |
| County, State   |                      |

PLAN REVISION

| No. | DATE | DESCRIPTION |
|-----|------|-------------|
| 1   |      |             |
| 2   |      |             |
| 3   |      |             |
| 4   |      |             |

G.S.W.C.C. LEVEL II CERTIFIED  
DESIGN PROFESSIONAL  
No. 0000013069  
CONTACT:  
C. LUKE PRESSLEY, P.E.  
(878) 287-7153  
luke@thecookandcompany.com

SHEET

|                 |                       |
|-----------------|-----------------------|
| JWW<br>DESIGN   | AS SHOWN<br>SCALE     |
| 3/22/22<br>DATE | 21-017<br>PROJECT No. |

1 of 1

## **Appendix B**

### **GDOT TADA Data Sheet**



0000139\_7387 - 139-7387

Description: CR 142900 BEG AT

County: Hall

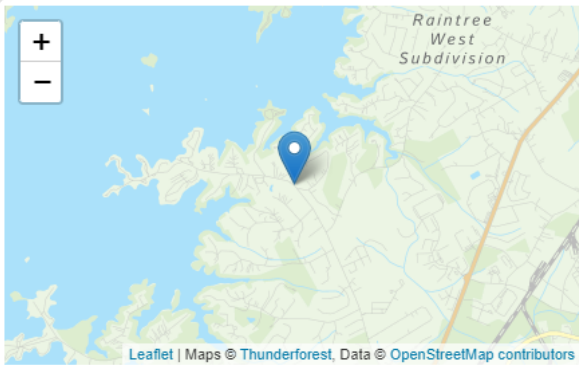
Route number: 00130205

LRS section: 1393130205

Functional class: 6U - Minor Collector (Urban)

Coordinates: 34.21993025, -83.93521186

## Site Data



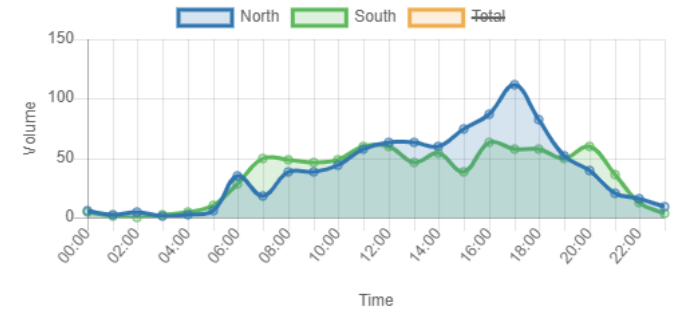
## Count History

| Year | Month     | Count type | Duration | Count |
|------|-----------|------------|----------|-------|
| 2018 | May       | Volume     | 48 hours | 1768  |
| 2015 | August    | Volume     | 32 hours | 751   |
| 2011 | September | Class      | 48 hours | 1140  |

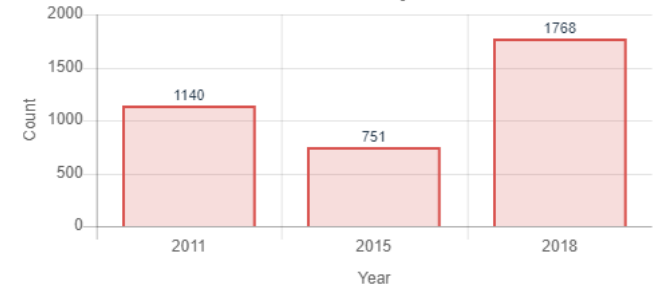
## Annual Statistics

| Data Item       | 2011 | 2012 | 2013 | 2014 | 2015      | 2016      | 2017      | 2018   | 2019      | 2020      |
|-----------------|------|------|------|------|-----------|-----------|-----------|--------|-----------|-----------|
| Statistics type | -    | -    | -    | -    | Estimated | Estimated | Estimated | Actual | Estimated | Estimated |
| AADT            | 1010 | 1010 | 1030 | 1030 | 1070      | 1100      | 1120      | 1590   | 1620      | 1510      |
| K-Factor        | -    | -    | -    | -    | -         | -         | -         | 0.126  | 0.126     | 0.126     |
| D-Factor        | -    | -    | -    | -    | -         | -         | -         | 0.710  | 0.710     | 0.710     |
| Future AADT     | -    | -    | -    | -    | -         | 2070      | 2000      | 2070   | 2700      | 2700      |

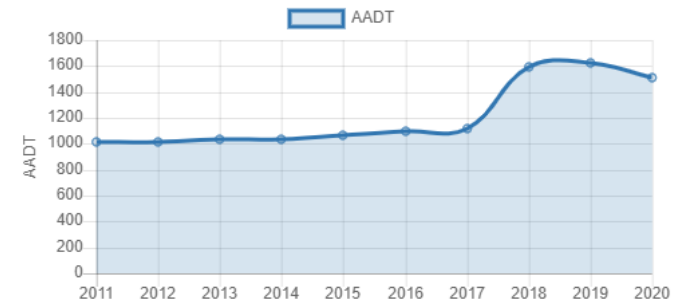
## Average Hourly Volume



## Count History



## AADT Trend



## **Appendix B**

# **Trip Generation Report**

## Trip Generation Summary

Alternative: Alternative 1

Phase:

Project: Jim Crow Road

Open Date: 5/16/2022

Analysis Date: 5/16/2022

| ITE                              | Land Use          | Weekday Average Daily Trips |       |      |       | Weekday AM Peak Hour of Adjacent Street Traffic |       |      |       | Weekday PM Peak Hour of Adjacent Street Traffic |       |      |       |
|----------------------------------|-------------------|-----------------------------|-------|------|-------|-------------------------------------------------|-------|------|-------|-------------------------------------------------|-------|------|-------|
|                                  |                   | ★                           | Enter | Exit | Total | ★                                               | Enter | Exit | Total | ★                                               | Enter | Exit | Total |
| 252                              | SENIOR ATTACHED 1 |                             | 91    | 90   | 181   |                                                 | 4     | 6    | 10    |                                                 | 7     | 6    | 13    |
|                                  | 49 Dwelling Units |                             |       |      |       |                                                 |       |      |       |                                                 |       |      |       |
| Unadjusted Volume                |                   |                             | 91    | 90   | 181   |                                                 | 4     | 6    | 10    |                                                 | 7     | 6    | 13    |
| Internal Capture Trips           |                   |                             | 0     | 0    | 0     |                                                 | 0     | 0    | 0     |                                                 | 0     | 0    | 0     |
| Pass-By Trips                    |                   |                             | 0     | 0    | 0     |                                                 | 0     | 0    | 0     |                                                 | 0     | 0    | 0     |
| Volume Added to Adjacent Streets |                   |                             | 91    | 90   | 181   |                                                 | 4     | 6    | 10    |                                                 | 7     | 6    | 13    |

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

★ - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

**TRIP GENERATION 10, TRAFFICWARE, LLC**

P. 1



## **Appendix C**

# **Crash Summary Report**

## CRASH SUMMARY REPORT

## Jim Crow Road

Created on May 16, 2022

Created by Chris Maddox

Data extents: May 10, 2018 to March 20, 2019



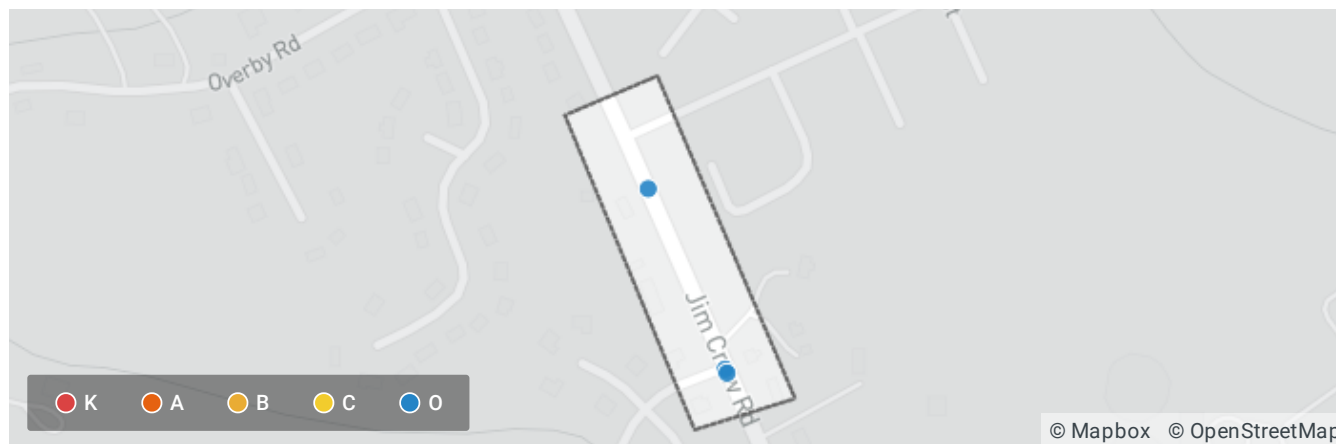
## Applied Filters

Date and Time (Year)

≤≥

2015 - 2020

Shape: Polygon



Total Crashes

3

Fatal Crashes

0

## GDOT Summary

Collisions Dataset

|                               |   |         |
|-------------------------------|---|---------|
| Total Crashes                 | 3 | 100.00% |
| Distracted Driver (Suspected) | 2 | 66.67%  |
| Single Motor Vehicle Involved | 2 | 66.67%  |
| Intersection Related          | 1 | 33.33%  |
| + 7 more                      | 0 | 0%      |

## KABCO Severity

Collisions Dataset

|               |   |         |
|---------------|---|---------|
| (0) No Injury | 3 | 100.00% |
| + 5 more      | 0 | 0%      |

## Date and Time (Year)

Collisions Dataset

|          |   |        |
|----------|---|--------|
| 2019     | 1 | 33.33% |
| 2018     | 2 | 66.67% |
| + 6 more | 0 | 0%     |

## Date and Time (Hour of Day)

Collisions Dataset

|              |   |        |
|--------------|---|--------|
| 6 am - 8 am  | 1 | 33.33% |
| 8 am - 10 am | 1 | 33.33% |
|              |   |        |

|                                              |   |                    |
|----------------------------------------------|---|--------------------|
| 4 pm - 6 pm                                  | 1 | 33.33%             |
| + 9 more                                     | 0 | 0%                 |
| <b>Manner of Collision (Crash Level)</b>     |   | Collisions Dataset |
| Not a Collision with Motor Vehicle           | 2 | 66.67%             |
| Rear End                                     | 1 | 33.33%             |
| + 7 more                                     | 0 | 0%                 |
| <b>Location at Impact (Crash Level)</b>      |   | Collisions Dataset |
| On Roadway - Non-Intersection                | 1 | 33.33%             |
| On Roadway - Roadway Intersection            | 1 | 33.33%             |
| On Shoulder                                  | 1 | 33.33%             |
| + 14 more                                    | 0 | 0%                 |
| <b>Most Harmful Event (Crash Level)</b>      |   | Collisions Dataset |
| Animal                                       | 1 | 33.33%             |
| Mail Box                                     | 1 | 33.33%             |
| Motor Vehicle in Motion                      | 1 | 33.33%             |
| + 35 more                                    | 0 | 0%                 |
| <b>Operator / Driver Contributing Factor</b> |   | Collisions Dataset |
| No Contributing Factors                      | 2 | 66.67%             |
| Following Too Close                          | 1 | 33.33%             |
| Other                                        | 1 | 33.33%             |
| + 40 more                                    | 0 | 0%                 |
| <b>Area: County</b>                          |   | Collisions Dataset |
| Hall                                         | 3 | 100.00%            |
| + 158 more                                   | 0 | 0%                 |
| <b>Area: District (Crash Level)</b>          |   | Collisions Dataset |
| D1                                           | 3 | 100.00%            |
| + 6 more                                     | 0 | 0%                 |
| <b>Safety Equipment (Crash Level)</b>        |   | Collisions Dataset |
| Lap and Shoulder Belt Used                   | 3 | 100.00%            |
| + 12 more                                    | 0 | 0%                 |

Public Hearing Published 03/15/2023  
Public Hearing 04/20/2023 - 06/15/2023

First Reading 07/20/2023  
Adopted 08/03/2023

## **ORDINANCE NO. 696**

**AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF FLOWERY BRANCH, STATE OF GEORGIA, REAL PROPERTY TOTALING 14.27 +/- ACRES OF LAND, OWNED BY SHADOW STONE PARTNERS, LLC. IDENTIFIED AS 5704 JIM CROW ROAD, TAX PARCEL 08100 001003A, 0 JIM CROW ROAD, TAX PARCEL 08100 001003B, 0 JIM CROW ROAD, TAX PARCEL 08100 001003C, AND 0 JIM CROW ROAD, TAX PARCEL 08100 001003D 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**, Shadow Stone Partners, LLC. owns the subject parcel of land identified as Parcel Tax Identification Nos.08100 001003A, 08100 001003B, 08100 001003C, and 08100 001003D 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 Shadow Stone Partners, LLC. 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 Nos.08100 001003A, 08100 001003B, 08100 001003C, and 08100 001003D are 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**, Shadow Stone Partners, LLC. 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 June 15, 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. Nos.08100 001003A, 08100 001003B, 08100 001003C, and 08100 001003D 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 September 1<sup>st</sup>, 2023.

**SECTION 6. REPEALER.**

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

Approved this 3rd day of September 2023.

---

Edward R. Asbridge, Mayor

---

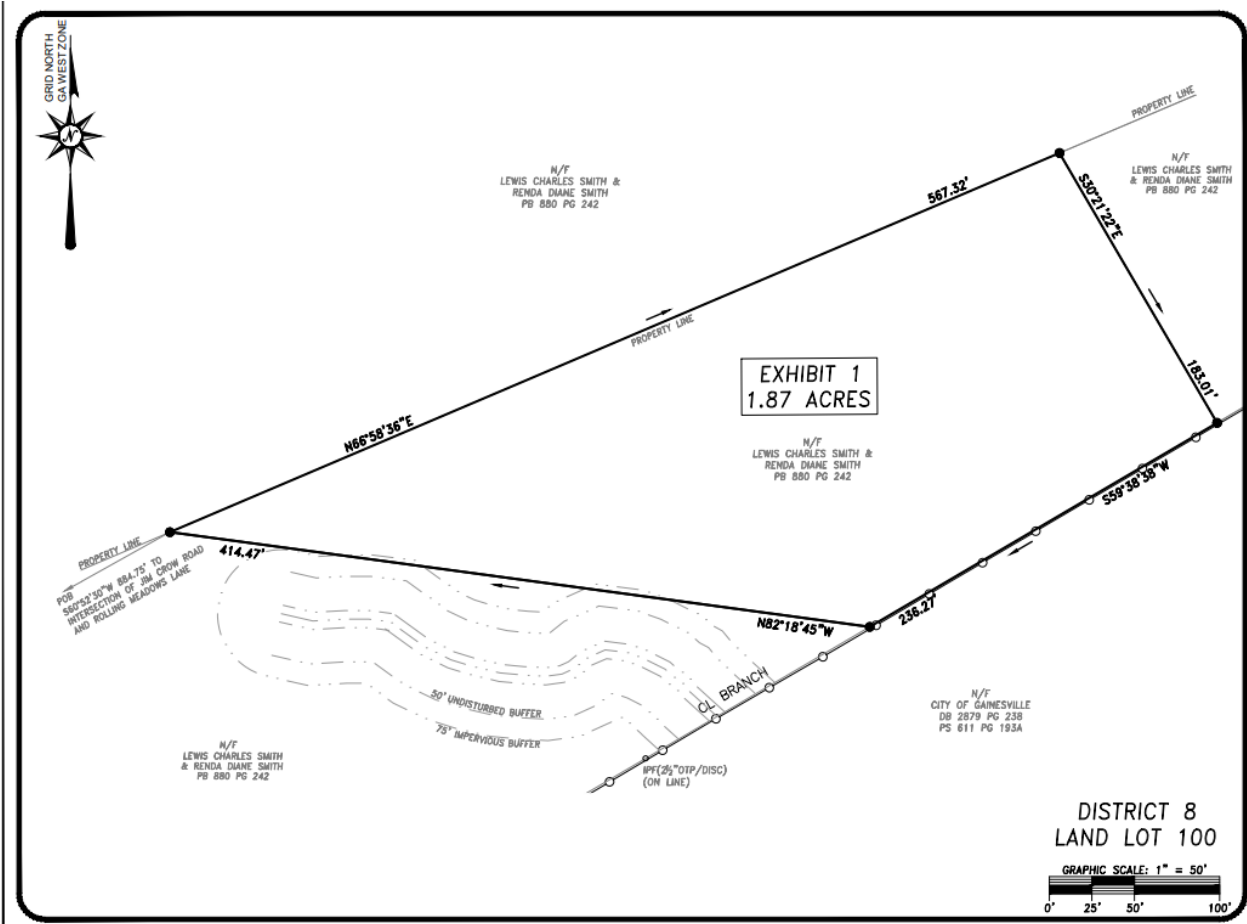
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

---

Karen Thomas, City Attorney

Exhibit “A”







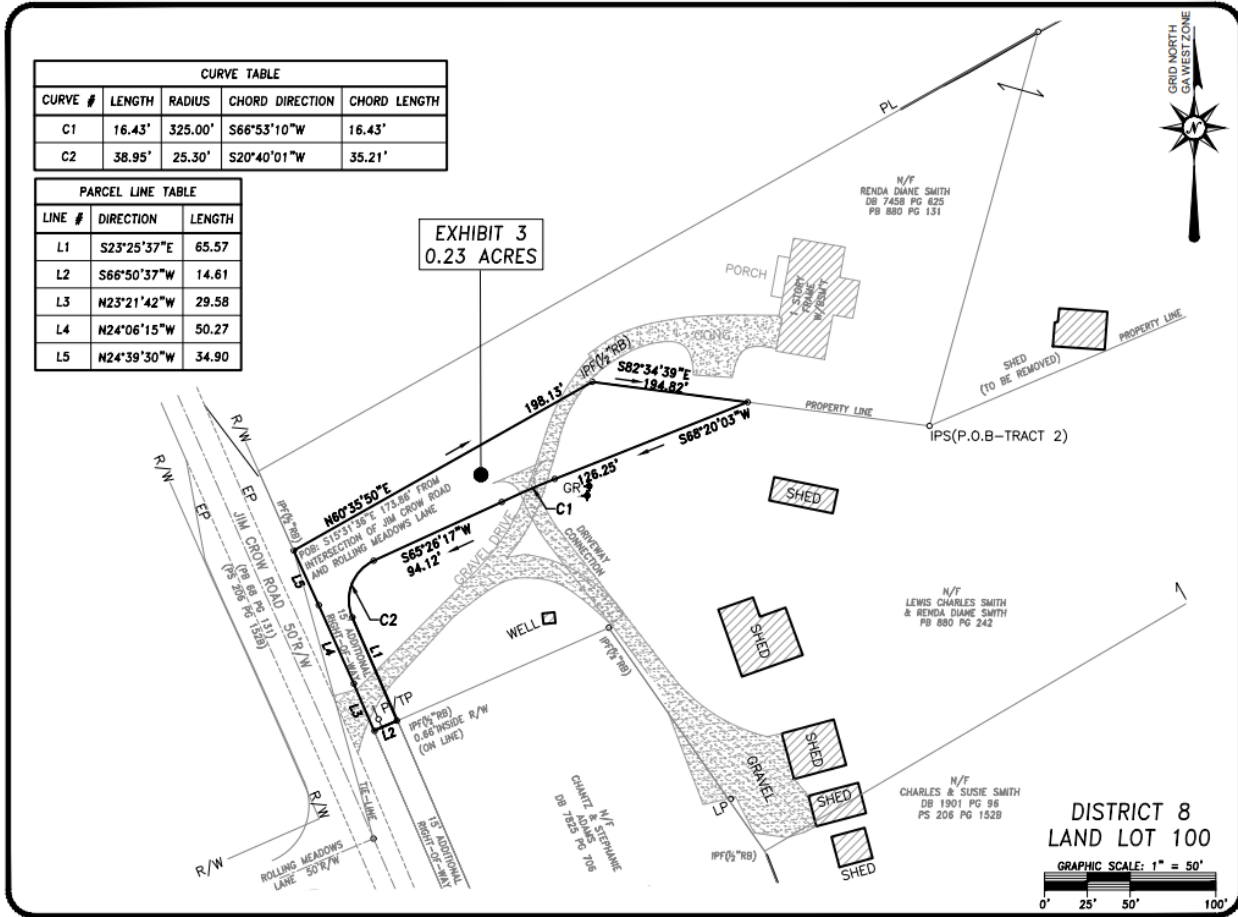




Exhibit "B"

Tract 1  
Shadow Stone Partners, LLC

All that tract or parcel of land lying and being in Land Lot 100 of the 8th District, Hall County, Georgia, and being a portion of the lands of Shadow Stone Partners, LLC. Said tract being described by the following description:

To find the true point of beginning, COMMENCE at the intersection of Rolling Meadows Lane and Jim Crow Road, said intersection having a Georgia Grid North, NAD 83, West zone value of N: 1531279.9204 E: 2368747.6315; Thence running along a tie line N 60°52'30" E a distance of 884.75' to a point, said point being the true POINT OF BEGINNING;

THENCE, N 66° 58' 36" E a distance of 567.32' to a point;  
THENCE, S 30° 21' 22" E a distance of 183.01' to a point;  
THENCE, S 59° 38' 38" W a distance of 236.27' to a point;  
THENCE, N 82° 18' 45" W a distance of 414.47' to the ENDING at a point, said point being the true POINT OF BEGINNING.

Said tract being a portion of the lands of Shadow Stone Partners, LLC containing 1.87 acres (81,662 square feet) dated April 4, 2023.

Tract 2  
Shadow Stone Partners, LLC

All that tract or parcel of land lying and being in Land Lot 100 of the 8th District, Hall County, Georgia, and being a portion of the lands of Shadow Stone Partners, LLC. Said tract being described by the following description:

To find the true point of beginning, COMMENCE at the intersection of Rolling Meadows Lane and Jim Crow Road, said intersection having a Georgia Grid North, NAD 83, West zone value of N: 1531279.9204 E: 2368747.6315; Thence running along a tie line N 63°15'30" E a distance of 1450.11' to a point, said point being the true POINT OF BEGINNING;

THENCE, N 66° 58' 36" E a distance of 613.77' to an iron pin set;

THENCE, S 29° 49' 03" E a distance of 104.68' to a 1/2-inch rebar;

THENCE, S 59° 38' 38" W a distance of 607.77' to a point;

THENCE, N 30° 21' 22" W a distance of 183.01' to the ENDING at a point, said point being the true POINT OF BEGINNING.

Said tract being a portion of the lands of Shadow Stone Partners, LLC containing 2.01 acres (87,513 square feet) dated April 4, 2023.

Tract 3  
Shadow Stone Partners, LLC

All that tract or parcel of land lying and being in Land Lot 100 of the 8th District, Hall County, Georgia, and being a portion of the lands of Shadow Stone Partners, LLC. Said tract being described by the following description:

To find the true point of beginning, COMMENCE at the intersection of Rolling Meadows Lane and Jim Crow Road, said intersection having a Georgia Grid North, NAD 83, West zone value of N: 1531279.9204 E: 2368747.6315; Thence running along a tie line N 15°31'36" E a distance of 173.86' to a 1/2-inch rebar, said point being the true POINT OF BEGINNING;

THENCE, N 60° 35' 50" E a distance of 199.93' to a 1/2-inch rebar;

THENCE, S 82° 34' 39" E a distance of 91.39' to a point;

THENCE, S 68° 20' 03" W a distance of 121.07' to a point;

THENCE with a curve turning to the left with an arc length of 33.76', with a radius of 473.31', with a chord bearing of S 66° 35' 13" W, with a chord length of 33.76' to a point;

THENCE, S 65° 26' 17" W a distance of 82.12' to a point;

THENCE with a curve turning to the left with an arc length of 39.07', with a radius of 25.00', with a chord bearing of S 20° 40' 01" W, with a chord length of 35.21' to a point;

THENCE, S 23° 25' 37" E a distance of 65.57' to a point;

THENCE, S 66° 51' 33" W a distance of 14.61' to a point;

THENCE, N 23° 21' 42" W a distance of 29.58' to a point;

THENCE, N 24° 19' 53" W a distance of 85.16' to the ENDING at a point, said point being the true POINT OF BEGINNING.

Said tract being a portion of the lands of Shadow Stone Partners, LLC containing 0.23 acres (9,889 square feet) dated April 4, 2023.



Tract 4  
Shadow Stone Partners, LLC

All that tract or parcel of land lying and being in Land Lot 100 of the 8th District, Hall County, Georgia, and being a portion of the lands of Shadow Stone Partners, LLC. Said tract being described by the following description:

To find the true point of beginning, COMMENCE at the intersection of Rolling Meadows Lane and Jim Crow Road, said intersection having a Georgia Grid North, NAD 83, West zone value of N: 1531279.9204 E: 2368747.6315; Thence running along a tie line N 00°15'15" E a distance of 62.76' to a point, said point being the true POINT OF BEGINNING;

THENCE, N 66° 50' 37" E a distance of 14.98' to a point;

THENCE, S 23° 21' 00" E a distance of 273.44' to a point;

THENCE, S 61° 16' 42" W a distance of 15.07' to a point;

THENCE, N 23° 20' 43" W a distance of 274.90' to the ENDING at a point, said point being the true POINT OF BEGINNING.

Said tract being a portion of the lands of Shadow Stone Partners, LLC containing 0.09 acres (4,110 square feet) dated April 4, 2023.

**ORDINANCE NO. 697**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING REAL PROPERTY TOTALING 14.27 +/- ACRES OF LAND, OWNED BY SHADOW STONE PARTNERS, LLC. IDENTIFIED AS 5704 JIM CROW ROAD, TAX PARCEL 08100 001003A, 0 JIM CROW ROAD, TAX PARCEL 08100 001003B, 0 JIM CROW ROAD, TAX PARCEL 08100 001003C, AND 0 JIM CROW ROAD, TAX PARCEL 08100 001003D AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS DESCRIBED ON ATTACHED EXHIBIT "B"; TO BE REZONED FROM HALL COUNTY AGRICULTURAL RESIDENTIAL (AR III) TO FLOWERY BRANCH PLANNED UNIT DEVELOPMENT (PUD), 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**, Shadow Stone Partners, LLC. owns the subject parcel of land identified as Parcel Tax Identification Nos. 08100 001003A, 08100 001003B, 08100 001003C, and 08100 001003D as shown on Exhibit "A", and as described on Exhibit "B"; and

**WHEREAS**, Shadow Stone Partners, LLC 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 June 15, 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) to Flowery Branch Planned Unit Development (PUD) 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 AR III
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) to Flowery Branch Planned Unit Development (PUD) 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.

## **SECTION 4. SEVERABILITY.**

Public Hearing Published 03/15/2023  
Public Hearing 04/20/2023 - 06/15/2023

First Reading 07/20/2023  
Adopted 08/03/2023

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 September 1<sup>st</sup>, 2023.

**SECTION 6. REPEALER.**

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

Approved this 3rd day of September 2023.

---

Edward R. Asbridge, Mayor

---

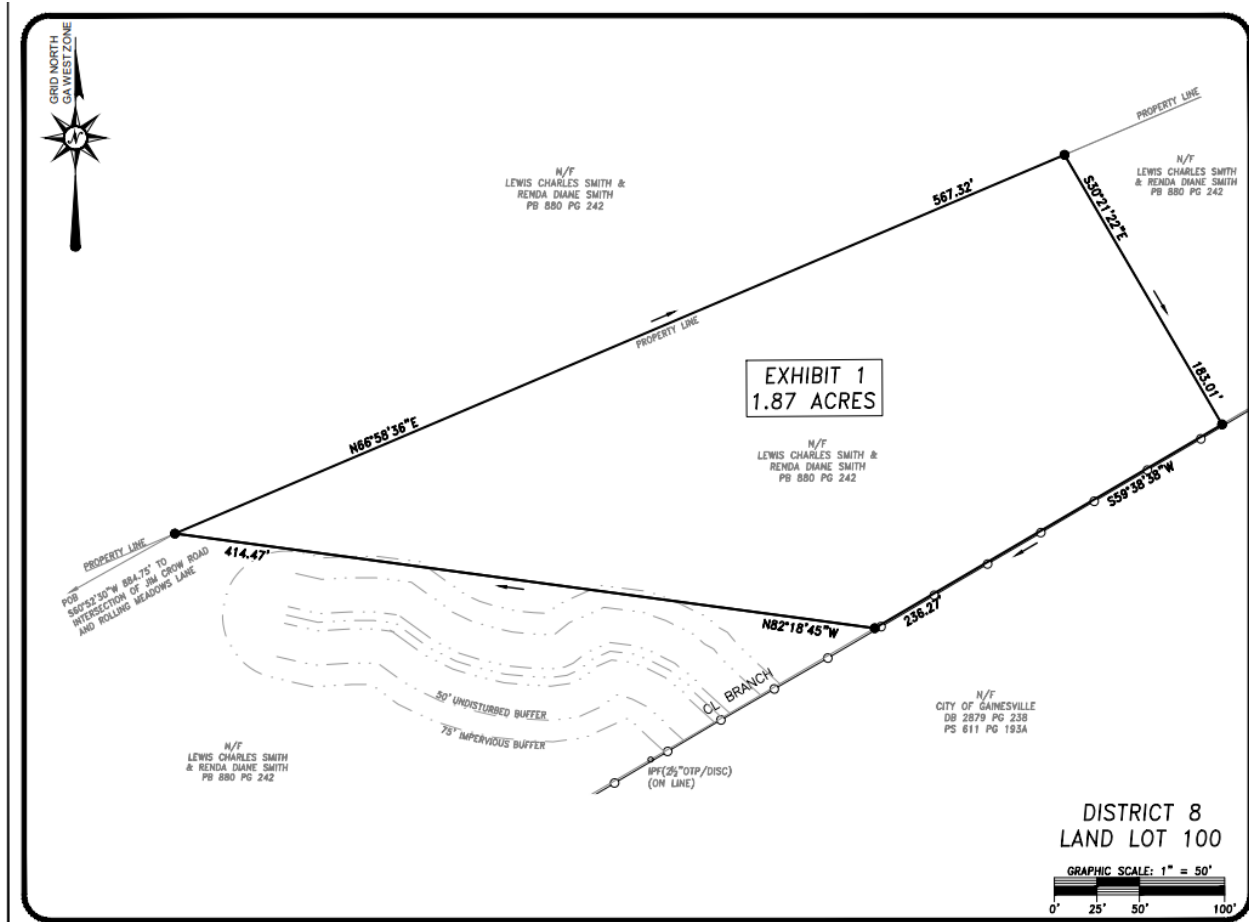
Shelia R. Cooper, City Clerk

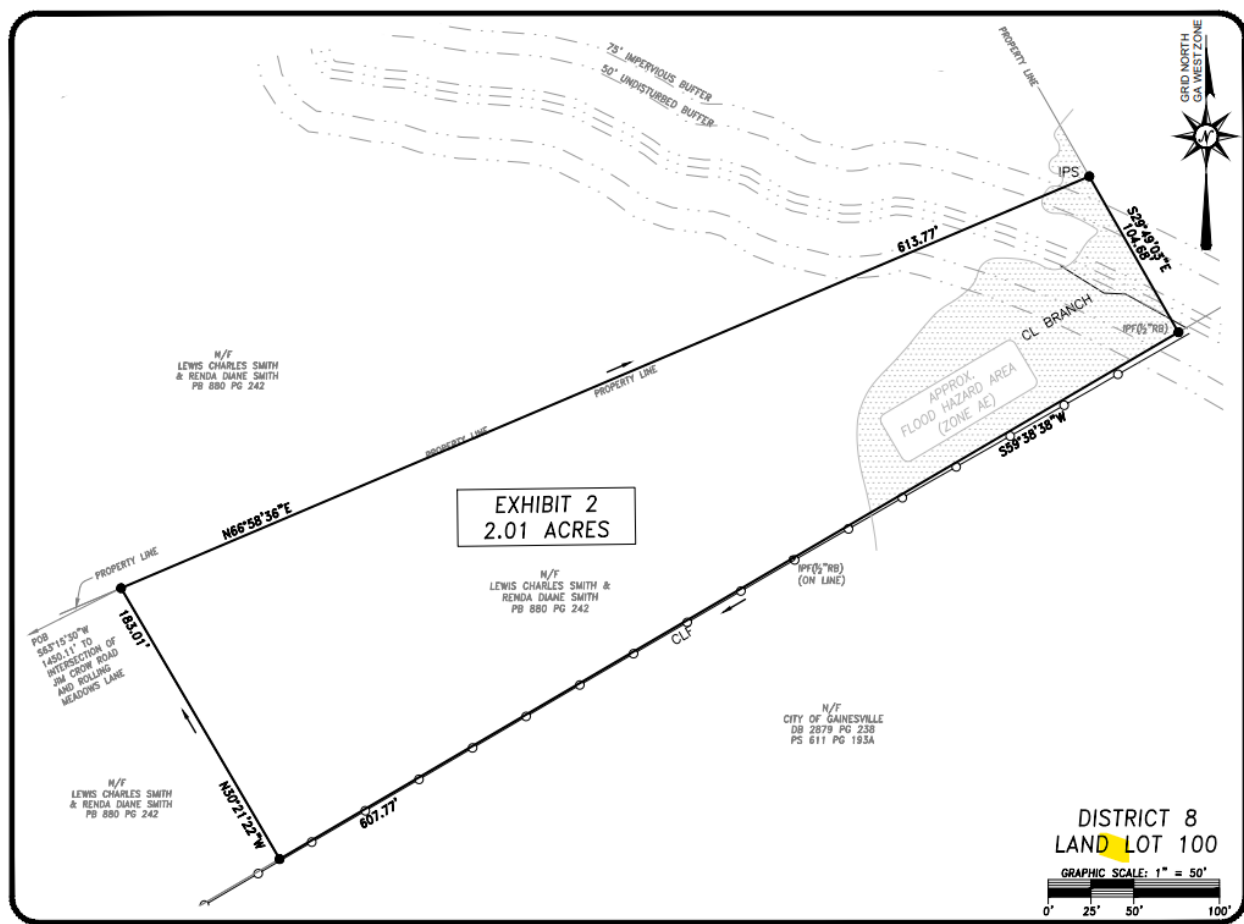
APPROVED AS TO FORM

---

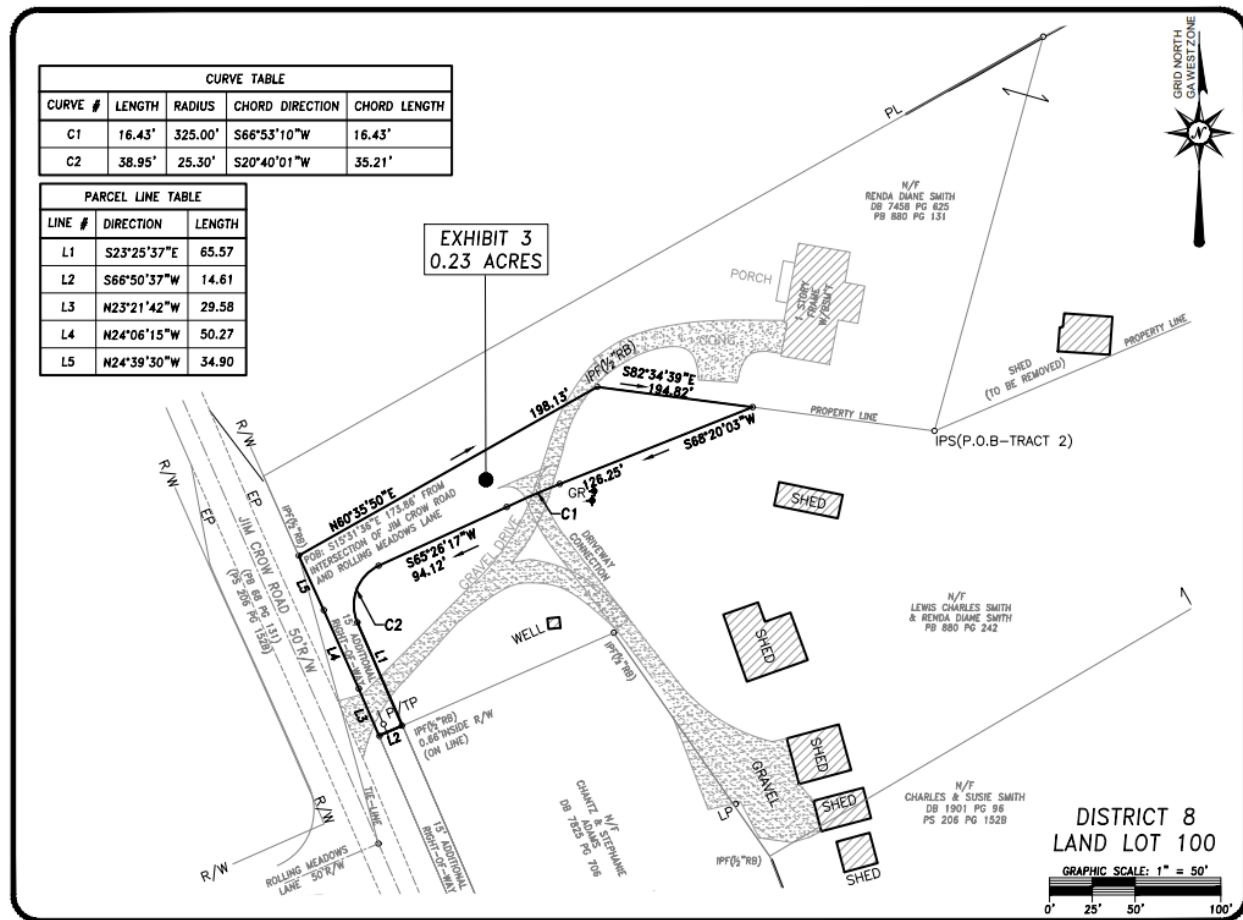
Karen Thomas, City Attorney

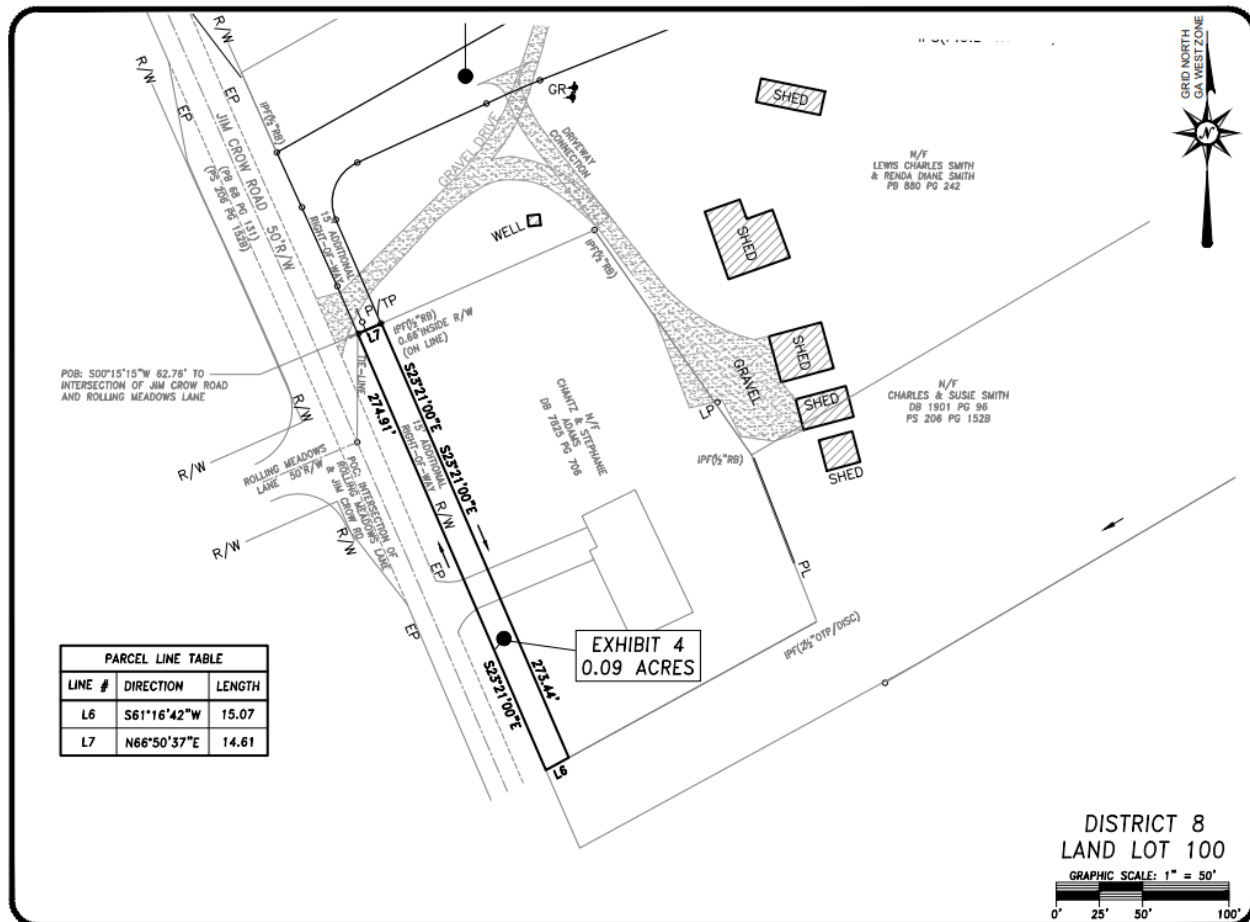
Exhibit "A"











Public Hearing Published 03/15/2023  
Public Hearing 04/20/2023 - 06/15/2023

First Reading 07/20/2023  
Adopted 08/03/2023

Exhibit "B"

Tract 1  
Shadow Stone Partners, LLC

All that tract or parcel of land lying and being in Land Lot 100 of the 8th District, Hall County, Georgia, and being a portion of the lands of Shadow Stone Partners, LLC. Said tract being described by the following description:

To find the true point of beginning, COMMENCE at the intersection of Rolling Meadows Lane and Jim Crow Road, said intersection having a Georgia Grid North, NAD 83, West zone value of N: 1531279.9204 E: 2368747.6315; Thence running along a tie line N 60°52'30" E a distance of 884.75' to a point, said point being the true POINT OF BEGINNING;

THENCE, N 66° 58' 36" E a distance of 567.32' to a point;  
THENCE, S 30° 21' 22" E a distance of 183.01' to a point;  
THENCE, S 59° 38' 38" W a distance of 236.27' to a point;  
THENCE, N 82° 18' 45" W a distance of 414.47' to the ENDING at a point, said point being the true POINT OF BEGINNING.

Said tract being a portion of the lands of Shadow Stone Partners, LLC containing 1.87 acres (81,662 square feet) dated April 4, 2023.

Public Hearing Published 03/15/2023  
Public Hearing 04/20/2023 - 06/15/2023

First Reading 07/20/2023  
Adopted 08/03/2023

Tract 2  
Shadow Stone Partners, LLC

All that tract or parcel of land lying and being in Land Lot 100 of the 8th District, Hall County, Georgia, and being a portion of the lands of Shadow Stone Partners, LLC. Said tract being described by the following description:

To find the true point of beginning, COMMENCE at the intersection of Rolling Meadows Lane and Jim Crow Road, said intersection having a Georgia Grid North, NAD 83, West zone value of N: 1531279.9204 E: 2368747.6315; Thence running along a tie line N 63°15'30" E a distance of 1450.11' to a point, said point being the true POINT OF BEGINNING;

THENCE, N 66° 58' 36" E a distance of 613.77' to an iron pin set;  
THENCE, S 29° 49' 03" E a distance of 104.68' to a 1/2-inch rebar;  
THENCE, S 59° 38' 38" W a distance of 607.77' to a point;  
THENCE, N 30° 21' 22" W a distance of 183.01' to the ENDING at a point, said point being the true POINT OF BEGINNING.

Said tract being a portion of the lands of Shadow Stone Partners, LLC containing 2.01 acres (87,513 square feet) dated April 4, 2023.

Public Hearing Published 03/15/2023  
Public Hearing 04/20/2023 - 06/15/2023

First Reading 07/20/2023  
Adopted 08/03/2023

Tract 3  
Shadow Stone Partners, LLC

All that tract or parcel of land lying and being in Land Lot 100 of the 8th District, Hall County, Georgia, and being a portion of the lands of Shadow Stone Partners, LLC. Said tract being described by the following description:

To find the true point of beginning, COMMENCE at the intersection of Rolling Meadows Lane and Jim Crow Road, said intersection having a Georgia Grid North, NAD 83, West zone value of N: 1531279.9204 E: 2368747.6315; Thence running along a tie line N 15°31'36" E a distance of 173.86' to a 1/2-inch rebar, said point being the true POINT OF BEGINNING;

THENCE, N 60° 35' 50" E a distance of 199.93' to a 1/2-inch rebar;  
THENCE, S 82° 34' 39" E a distance of 91.39' to a point;  
THENCE, S 68° 20' 03" W a distance of 121.07' to a point;  
THENCE with a curve turning to the left with an arc length of 33.76', with a radius of 473.31', with a chord bearing of S 66° 35' 13" W, with a chord length of 33.76' to a point;

THENCE, S 65° 26' 17" W a distance of 82.12' to a point;  
THENCE with a curve turning to the left with an arc length of 39.07', with a radius of 25.00', with a chord bearing of S 20° 40' 01" W, with a chord length of 35.21' to a point;  
THENCE, S 23° 25' 37" E a distance of 65.57' to a point;  
THENCE, S 66° 51' 33" W a distance of 14.61' to a point;  
THENCE, N 23° 21' 42" W a distance of 29.58' to a point;  
THENCE, N 24° 19' 53" W a distance of 85.16' to the ENDING at a point, said point being the true POINT OF BEGINNING.

Said tract being a portion of the lands of Shadow Stone Partners, LLC containing 0.23 acres (9,889 square feet) dated April 4, 2023.

Tract 4  
Shadow Stone Partners, LLC

All that tract or parcel of land lying and being in Land Lot 100 of the 8th District, Hall County, Georgia, and being a portion of the lands of Shadow Stone Partners, LLC. Said tract being described by the following description:

To find the true point of beginning, COMMENCE at the intersection of Rolling Meadows Lane and Jim Crow Road, said intersection having a Georgia Grid North, NAD 83, West zone value of N: 1531279.9204 E: 2368747.6315; Thence running along a tie line N 00°15'15" E a distance of 62.76' to a point, said point being the true POINT OF BEGINNING;

THENCE, N 66° 50' 37" E a distance of 14.98' to a point;  
THENCE, S 23° 21' 00" E a distance of 273.44' to a point;  
THENCE, S 61° 16' 42" W a distance of 15.07' to a point;  
THENCE, N 23° 20' 43" W a distance of 274.90' to the ENDING at a point, said point being the true POINT OF BEGINNING.

Said tract being a portion of the lands of Shadow Stone Partners, LLC containing 0.09 acres (4,110 square feet) dated April 4, 2023.

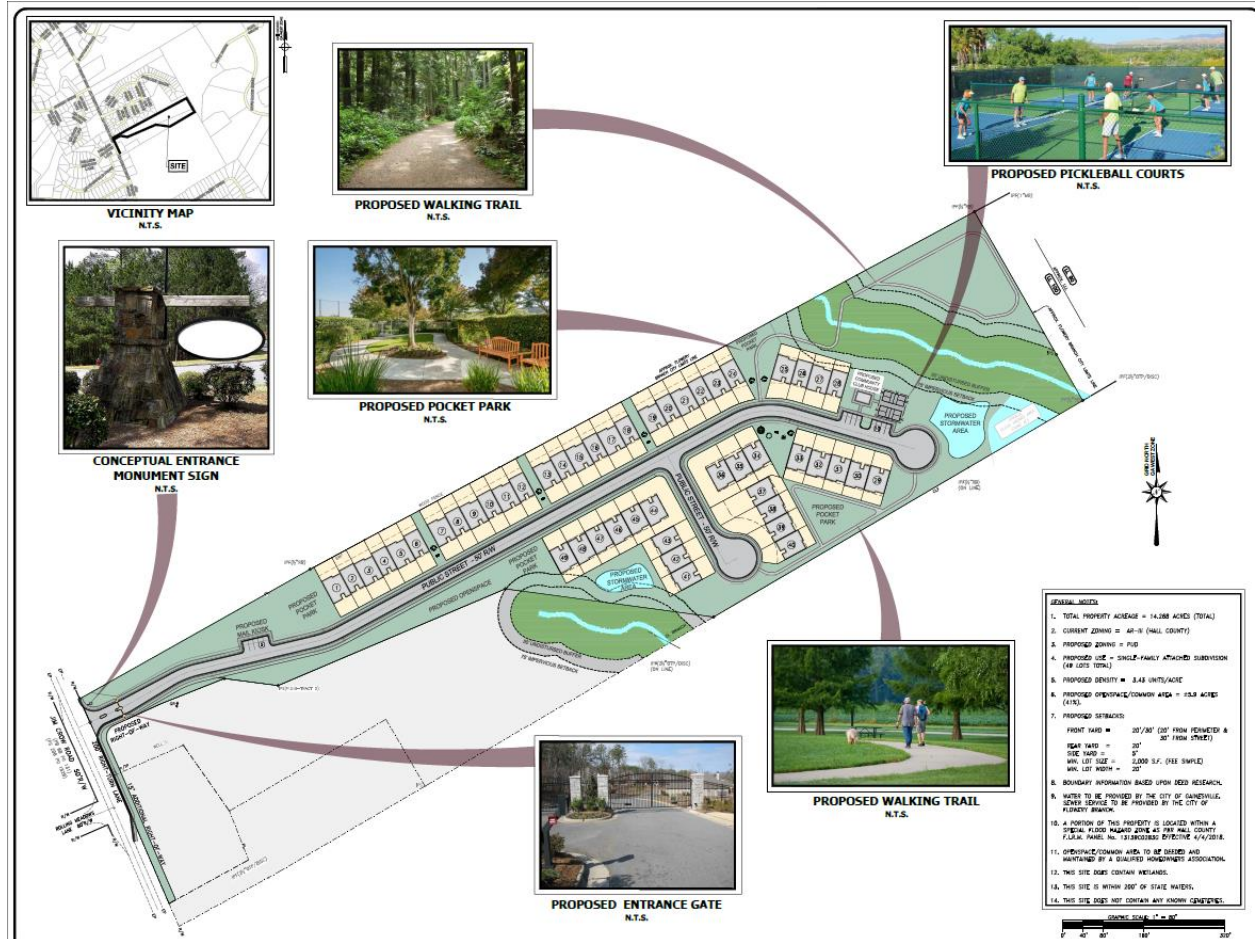
Exhibit "C"

Conditions of Zoning

1. Sewer shall be provided by the City of Flowery Branch.
2. Water shall be provided by the City of Gainesville.
3. Development shall be gated.
4. All internal streets shall be private.
5. Mandatory Homeowner's Association must be created.
6. Homeowner's Association shall include a 15% rental cap for the project.
7. Project shall be age restricted. No one under the age of fifty-five (55) shall reside in the subdivision.
8. The northern property line shall include a staff approved buffer plan that shall run the length of the property. Said plan must be incorporated into the overall landscape plan and shall be submitted at the time of land disturbance.
9. All townhomes shall meet all current architectural and design requirements of the City of Flowery Branch zoning ordinance.
10. Amenities shall be provided and shall include a pocket park, walking trails, and pickle ball courts as generally shown on the submitted plan dated 3/22/2023.



11. Project shall not exceed fifty (50) townhomes.
12. Project shall significantly adhere to the site plan dated 3/22/2023 and as shown below:



13. A sidewalk extending the length of the project shall be constructed along Jim Crow Road and shall be a minimum of five (5) feet in width.
14. All homes shall be constructed to have one thousand five hundred and fifty (1,550) square feet of heated space at a minimum.
15. All homes shall include a two (2) car garage.
16. Driveways shall be a minimum of twenty-three (23) feet as measured from the back of the sidewalk.



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider Approval of Task Order with ESG Engineering, Inc. for the 2023 Water Distribution Improvements

**COUNCIL MEETING DATE:** August 3, 2023

---

---

#### HISTORY:

In the past 18 months, the city has bought two new wells for water supply and has built an elevated water tank that holds 250,000 gallons.

---

---

#### FACTS AND ISSUES:

Now that the wells are purchased and the elevated water tank is nearing completion, bid documents need to be developed for the water lines and pumps to get water from the wells into our distribution system.

If this task order is approved, ESG Engineering will provide professional engineering design services for the construction of drinking water distribution improvements in the City of Flowery Branch. This task will include Engineering Plans, Technical Specifications, and Contract Documents. The proposed design will include a new 12" water main extending from the Downtown/Gainesville St elevated water tank to the Roberts Drive elevated water tank and a new 10" extension from the new Tank down Gainesville Street to Light Ferry. Design will also include ancillary work required for the project, including relocation of existing utilities, erosion & sedimentation control measures, and traffic control. Also included in this task will be any standard

permitting\* required for the project, bid administration services during the publicly-advertised bid period, and contract administration services following award of the project contract.

The cost for these services is 4.5% and 2% (for survey, design engineering and bid administration and construction administration, respectively) of the anticipated project costs of a \$1.5M project.

---

---

#### OPTIONS:

- 1) Approve the Task Order from ESG Engineering in an amount not to exceed \$97,500 for survey, design engineering, bid administration and construction administration of the city's water distribution improvements.
- 2) Do not approve the task order, and bid out the engineering services for this project.

---

---

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

Yes

---

---

#### AMOUNT AND SOURCE OF FUNDS:

\$97,500 - capital project

---

---

#### RECOMMENDATION:

Approve a task order with ESG Engineering, Inc. for the 2023 water distribution improvements so the city can continue moving forward with our water distribution system.

---

---

#### SAMPLE MOTION:

I make a motion to approve the Task Order from ESG Engineering in an amount not to exceed \$97,500 for survey, design engineering, bid administration and construction administration of the city's water distribution improvements.

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [ES - ESG Water distribution imprvmnts Task Order \\$97,500.pdf](#)
- [2023.06.13 - Alignment Exhibit.pdf](#)
- [2023.07.17 - Task Order - FB Water Main.pdf](#)



**FLOWERY BRANCH CITY COUNCIL  
EXECUTIVE SUMMARY**

**SUBJECT:** Approval of Task Order with ESG Engineering, Inc. for the 2023 Water Distribution Improvements

**DATE:** July 20, 2023

**(X)RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-**

**( ) OTHER**

**CAPITAL- \$97,500**

**COUNCIL ACTION REQUESTED ON:** August 3, 2023

---

**PURPOSE:** Approve a task order with ESG Engineering, Inc. for the 2023 water distribution improvements so the city can continue moving forward with our water distribution system.

---

---

**HISTORY:** In the past 18 months, the city has bought two new wells for water supply and has built an elevated water tank that holds 250,000 gallons.

---

---

**FACTS AND ISSUES:** Now that the wells are purchased and the elevated water tank is nearing completion, bid documents need to be developed for the water lines and pumps to get water from the wells into our distribution system.

---

If this task order is approved, ESG Engineering will provide professional engineering design services for the construction of drinking water distribution improvements in the City of Flowerly Branch. This task will include Engineering Plans, Technical Specifications, and Contract Documents. The proposed design will include a new 12" water main extending from the Downtown/Gainesville St elevated water tank to the Roberts Drive elevated water tank and a new 10" extension from the new Tank down Gainesville Street to Light Ferry. Design will also include ancillary work required for the project, including relocation of existing utilities, erosion & sedimentation control measures, and traffic control. Also included in this task will be any standard

---

---

---

permitting\* required for the project, bid administration services during the publicly-advertised bid period, and contract administration services following award of the project contract.

The cost for these services is 4.5% and 2% (for survey, design engineering and bid administration and construction administration, respectively) of the anticipated project costs of a \$1.5M project.

---

---

**OPTIONS:**

- 1) Approve the Task Order from ESG Engineering in an amount not to exceed \$97,500 for survey, design engineering, bid administration and construction administration of the city's water distribution improvements.
  - 2) Do not approve the task order, and bid out the engineering services for this project.
- 
- 

**RECOMMENDED SAMPLE MOTION:**

- 1) I make a motion to approve the Task Order from ESG Engineering in an amount not to exceed \$97,500 for survey, design engineering, bid administration and construction administration of the city's water distribution improvements.
- 
- 

**DEPARTMENT:** Administration

**Prepared by:** Tonya Parrish



FLOWERY BRANCH WATER MAIN IMPROVEMENTS  
PRELIMINARY ALIGNMENT EXHIBIT





## **TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is by and between ESG Engineering, Inc. (ESG) and Flowery Branch, Georgia, by and through its City Council (the "City").

**ESG's Address:** 6400 Peake Road, Macon Georgia 31210

**City's Address:** P.O. Box 757, 5410 Pine Street, Flowery Branch, GA 30542

**Project Name:** 2023 Water Distribution Improvements

**Project Location:** Flowery Branch, Georgia

**ESG Project Number:** F0002.008

---

### **1 SCOPE OF SERVICES**

ESG, in conjunction with sub-consultants, will perform the following Scope of Services:

#### **Task #1 – Engineering Design**

*ESG Engineering will provide professional engineering design services for the construction of drinking water distribution improvements in the City of Flowery Branch. This task will include Engineering Plans, Technical Specifications, and Contract Documents. The proposed design will include a new 12" water main extending from the Downtown/Gainesville St elevated water tank to the Roberts Drive elevated water tank and a new 10" extension from the new Tank down Gainesville Street to Light Ferry. Design will also include ancillary work required for the project, including relocation of existing utilities, erosion & sedimentation control measures, and traffic control. Also included in this task will be any standard permitting\* required for the project, bid administration services during the publicly-advertised bid period, and contract administration services following award of the project contract.*

*A portion of the proposed alignment will involve a jack and bore under the existing Norfolk Southern railroad in the downtown area. Engineering design costs for this portion of the work are included in Task #1; however, any fees charged by the railroad owner, such as permitting/review fees, license and/or annual franchise fees, liability coverage required by railroad during construction, or other fees are not included in this task and are to be paid by the City.*

#### **Task #2 – Construction Administration**

*This task includes preconstruction meeting coordination and attendance submittal reviews, site visits, monthly progress meetings, verification of construction progress and adherence with the Plans & Specifications, payment request approval, punch-list meeting, and Engineer's certification of work complete.*

*\*Any additional work including, but not limited to, easement exhibits and/or field-staking, special permitting (Georgia Power, US Army Corp, EPD Stream Buffer), geotechnical inspection, etc., will be completed hourly and in addition to quoted lump sum fees. At this time these items are not expected to be required.*

### **2 COMPENSATION**

The City will compensate ESG as set forth below for the tasks described and for the Scope of Services performed by ESG pursuant to the terms provided below and the terms and conditions of the Agreement. In the event of a conflict between the provisions of this Task Order and the terms of the Agreement concerning the issue of compensation, the conflict or ambiguities shall be resolved according the applicable compensation terms of this Task Order.

**Pricing Based on Cost Estimate of Work- \$1.5M**

|                                                                                                                                                                                                                                                                                                                             |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Task 1 –Survey, Design Engineering and Bid Administration</b><br>Includes Field Survey, Construction Plans, Technical Specifications and Contract Documents, Permitting* <b>Fee Basis- 4.5%</b>                                                                                                                          | \$ 67,500 Lump Sum Basis |
| <b>Task 2 – Construction Administration</b><br>Includes bid administration, contract administration, submittal reviews, site visits, monthly progress meetings, verification of construction progress and payment request approval, punch list meeting, and Engineer’s certification of work complete. <b>Fee Basis- 2%</b> | \$ 30,000 Lump Sum Basis |

### 3 OBLIGATIONS OF THE CITY

In addition to those obligations provided by the terms and conditions of the Agreement, the City shall:

#### 3.1 City-Furnished Data

The City will provide to ESG all data in the City’s possession relating to ESG’s performance of the Scope of Services regarding the PROJECT. ESG will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

#### 3.2 Access to Facilities and Property

The City will make its facilities accessible to ESG as required for ESG’s performance of the Scope of Services and will provide labor and safety equipment as required by ESG for such access. The City will perform, at no cost to ESG, such tests of equipment, machinery, pipelines, and other components of the City’s facilities as may be required in connection with ESG’s services.

#### 3.3 Operations Assistance and Services

The City authorizes ESG to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the performance of the Scope of Services. The City authorizes ESG to take such actions in these respects as ESG considers necessary to meet the objectives of the Scope of Services.

#### 3.4 Advertisements, Permits, and Access

The City will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ESG’s services.

#### 3.5 Timely Review

The City will examine ESG’s studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the City deems appropriate; and render in writing decisions required by the City in a timely manner.

#### 3.6 Prompt Notice

The City will give prompt written notice to ESG whenever the City observes or becomes aware of any development that affects the scope or timing of ESG’s performance, or of any defect in the work of ESG.

#### 3.7 Changes

The City may request changes within the general Scope of Services in this Task Order. If such changes affect ESG’s cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Task Order. All requested changes will be made in writing and are subject to acceptance by ESG.

### 4 GENERAL LEGAL PROVISIONS

#### 4.1 Authorization to Proceed

Execution of this Task Order by the City will be authorization for ESG to proceed with the work, unless otherwise provided for in this Task Order.

#### 4.2 Force Majeure

ESG is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ESG. In any such event, ESG's contract price and schedule shall be equitably adjusted.

**4.3 No Conflict of Interest for Future Work**

The services performed by ESG under this Task Order do not preclude ESG from proposing on or providing such services to the City in the future. Information and knowledge gained by ESG in providing services under this contract shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

**4.4 Third Party Beneficiaries and Scope of Services**

This Task Order gives no rights or benefits to anyone other than the City and ESG and has no third party beneficiaries. The services to be performed for the City by ESG are defined solely by this Task Order and the terms and conditions of the Agreement.

**4.5 Materials and Samples**

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site within 60 days of close-out unless agreed to otherwise. Exceptions to this clause are items subjected to destructive testing or samples with nominal intrinsic value, such as samples of liquid, solid or gaseous materials that are non-hazardous. The City recognizes and agrees that ESG is acting as a Bailee and at no time assumes title to said items, substances, materials, or samples.

**4.6 Assignments**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Task Order, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Task Order are binding on the successors and assigns of the parties hereto.

**5 ATTACHMENTS, SCHEDULES, AND SIGNATURES**

This Task Order, including its attachments and schedules, and the terms and conditions of the Agreement constitutes the entire agreement between the parties, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

**Approved for the City of Flowery Branch, GA** (Print and sign name)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Approved for ESG Engineering** (Print and sign name)

By  \_\_\_\_\_  
Name Trey Gavin, P.E.  
Title Principal/Senior Vice-President  
Date 07/17/2023



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider Beer and Wine License for Try-La INC, DBA: Hampton Inn & Suites

**COUNCIL MEETING DATE:** August 3, 2023

---

---

**HISTORY:**

Hampton Inn and Suites is located at 4660 Holland Dam Road. Mr. Patel has been in business since 2008.

---

---

**FACTS AND ISSUES:**

The applicant, Yogesh Patel, is applying to serve beer and wine. He is the owner/operator of the business and has been since 2008.

The Hilton brand is requiring all hotels to allow alcohol to be served to their guests.

The application has been processed and reviewed and is in order for Council's approval.

---

---

**OPTIONS:**

Approve or Deny

---

---

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

Yes

---

---

**AMOUNT AND SOURCE OF FUNDS:**

\$0

---

---

**RECOMMENDATION:**

To allow the business to serve beer and wine to their guests.

---

---

**SAMPLE MOTION:**

I make a motion to approve the beer and wine license for the Hampton Inn and Suites.

---

---

**COLLABORATING DEPARTMENT:**

---

---

**DEPARTMENT:** Police

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Hampton Inn ES.pdf](#)
- [SKM C450i G18011709380.pdf](#)



**FLOWERY BRANCH CITY COUNCIL  
EXECUTIVE SUMMARY**

**SUBJECT: Consider beer and wine license for Try-La INC, DBA: Hampton Inn & Suites**

**DATE: August 3<sup>rd</sup>, 2023**

**( X ) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL- No expenditure- Revenue Only**

**( ) OTHER**

**COUNCIL ACTION REQUESTED ON: August 3<sup>rd</sup>, 2023**

---

---

**PURPOSE: To allow the business to serve beer and wine to their guests.**

---

---

**HISTORY: Hampton Inn and Suites is located at 4660 Holland Dam Road. Mr. Patel has been in business since 2008.**

---

---

**FACTS AND ISSUES:**

**The applicant, Yogesh Patel, is applying to serve beer and wine. He is the owner/operator of the business and has been since 2008.**

**The Hilton brand is requiring all hotels to allow alcohol to be served to their guests.**

**The application has been processed and reviewed and is in order for Council's approval.**

---

---

**OPTIONS: Approve or Deny**

---

---

**RECOMMENDED SAMPLE MOTION: I make a motion to approve the beer and wine license for the Hampton Inn and Suites.**

---

---

**DEPARTMENT: Police Department**

**Prepared by: Kelsey Cash**

---

---



## APPLICATION FOR BEER/ WINE/ALCOHOL LICENSE

For License Year **2023** (Expires December 31<sup>st</sup>)

**INSTRUCTIONS:** Every question shall be fully answered (typewritten, or printed in ink). If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed with the Police Department, together with all supporting papers and certified check, cashier's check, or cash, for the exact fee.

### 1. TRADE NAME OF BUSINESS:

Business Address: Hampton Inn and Suites 4660 holland dam road Flowery branch ga 30542

Business Phone: 770-965-0357 Owner Name: TRY-LA inc

Email Address: yogesh.patel2@hilton.com

Georgia Sales Tax No.: 305-765415 Federal Employee ID No.: 58-2155355

### 2. APPLICANT/OWNER: License Holder's Name (No initials, spell out all names)

First Name: YOGESH Middle Name: M Last Name: PATEL

Home Address: 6529 Sunset court Flowery Branch Ga 30542

If less than five years, list previous address:

Home phone #: 678-725-8434 Work phone #: 770-965-0357 Cell #: 678-725-8434

### 3. MANAGER OF BUSINESS: (No initials, spell out all names)

Name: Jessica Miller

Address: 6529 Sunset court Flowery Branch Ga 30542

Home phone #: 678-928-1739 Work phone #: 770-965-0357 Cell #: 678-928-1739

Date of Birth: May 22, 1981 SSN: '

I hereby certify as the applicant that I have received, read, and understand the City of Flowery Branch's regulations controlling alcoholic beverages and herein make application for:

**Package Sales**

\_\_\_\_\_ Beer \$ 700.00  
 \_\_\_\_\_ Wine \$ 700.00  
 \_\_\_\_\_ Distilled Spirits \$5,000.00

**Consumption on Premises**

x \_\_\_\_\_ Beer \$ 700.00  
 x \_\_\_\_\_ Wine \$ 700.00  
 \_\_\_\_\_ Distilled Spirits \$4,000.00

**Wholesale**

\_\_\_\_\_ Beer \$ 150.00  
 \_\_\_\_\_ Wine \$ 150.00  
 \_\_\_\_\_ Distilled Spirits \$ 150.00

**Caterer**

\_\_\_\_\_ Beer \$300.00  
 \_\_\_\_\_ Wine \$300.00  
 \_\_\_\_\_ Distilled Spirits \$300.00

**Tasting Permit**

\_\_\_\_\_ Beer \$50.00  
 \_\_\_\_\_ Wine \$50.00

**Miscellaneous**

\_\_\_\_\_ Brew Pub \$5,000.00  
 \_\_\_\_\_ Wine Corkage \$ 150.00  
 \_\_\_\_\_ Transfer Fee \$ 200.00  
 \_\_\_\_\_ Amenities Fee \$ 100.00  
 \_\_\_\_\_ Amenity Permit \$ 200.00

**Total Due** \$ 1400.00

a. Has this place of business or anyone connected therewith been cited or charged at any time with any violation of State or Federal law or regulation, or any rule or regulation of the City of Flowery Branch, or Hall County since the last application? Yes \_\_\_\_\_ No x \_\_\_\_\_  
 (If yes, give details on separate sheet.)

b. Has anyone (including anyone having any interest in this application) been convicted of driving under the influence within the past five (5) years? Yes \_\_\_\_\_ No x \_\_\_\_\_

c. Has anyone (including anyone having any interest in this application) had their license revoked by any municipality, county, state or federal government?

Yes \_\_\_\_\_ No x \_\_\_\_\_

(If yes, give reason)

Reason: \_\_\_\_\_

d. List all pertinent information for each person, firm, or corporation having any interest in this application and the type and percent of that interest:

| Name         | Address                                   | Birth date       | S.S. # | % Interest |
|--------------|-------------------------------------------|------------------|--------|------------|
| Yogesh Patel | 6529 Sunset Court Flowery branch Ga 30542 | August 16th 1964 | 7      | 100        |
|              |                                           |                  |        |            |
|              |                                           |                  |        |            |

4. List full name and address and other pertinent information of the owner of the building and the name and address of the owner of the land and the name and address of all lessors and sub lessors. **(Attach a copy of the lease or deed if it has changed since the last submittal.)**

| Owner, Lessor, Sub lessor | Address                                      | Payments |
|---------------------------|----------------------------------------------|----------|
| Yogesh Patel              | 6529 Sunset Court Flowery Branch Ga<br>30542 |          |
|                           |                                              |          |

5. List all other businesses engaged in the sale of alcoholic beverages that any person, firms, or corporations herein listed are interested in, employed by or associated with in any way whatsoever.  
(Attach list if necessary).

| Business Name | Address |
|---------------|---------|
| none          |         |
|               |         |

## OATH OF APPLICANT

I do solemnly swear, subject to criminal penalties for false swearing, the statements and answers made to the foregoing questions in this application for a license as a dealer in alcoholic beverages are true and complete, and no false or fraudulent statement or answer is made herein to procure granting of a license, that any license issued pursuant to this application is conditioned upon the truth of the answers and statements made herein and that any false or fraudulent statement or answer herein shall constitute cause for the suspension or revocation of any license issued pursuant to this application.

Should any change occur during the year for which a license is issued pursuant to this application which would require a different answer to any question contained in this application, such change MUST be reported as a written amendment to this application within five (5) days of the change. Failure to make such amendment shall be a cause for the suspension or revocation of any license issued.

A copy of the Alcoholic Beverage Ordinance is to be kept on the licensed premises at all times.  
(If you are in need of a replacement copy please pick one up at the Police Department)

  
Applicant's Signature

Owner

Title

Try-La Inc Hampton Inn and Suites

Name of Business

Sworn to and subscribed before me this 22<sup>nd</sup> day of June, 2023.

  
Notary Public

My Commission Expires:

Kelsey Cash  
NOTARY PUBLIC  
Hall County, GEORGIA  
My Commission Expires 04/03/2026

# Affidavit Verifying Status for City Public Benefits Application

By executing this affidavit under oath, as an applicant for a City of Flowery Branch, Ga. Business License, Alcoholic Beverage License, contract or other public benefit as referred in O.C.G.A. Section 50-36-1, I am Stating that the following with respect to my application for a City of Flowery Branch Business License, Alcoholic Beverage License, contract or other (circle one) for

**Yogesh Patel**

(Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity)

1) X I am a United States Citizen

OR

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States\*

In making the above representative under oath, I understand that any person who knowingly and willfully makes false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Yogesh Patel 6/22/23  
Signature of Applicant Date  
**Yogesh Patel**  
Printed Name

\_\_\_\_\_  
Alien Registration number for non-citizens\*

Subscribed and sworn before me this 22<sup>nd</sup> day of June, 2023

[Signature]  
Notary Public Signature

Balsey Cash  
**NOTARY PUBLIC**  
Hall County, GEORGIA  
Commission Expires My Commission Expires 04/03/2026

\*Note" O.C.G.A. 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below



**LIST OF EMPLOYEES FOR ALCOHOL-LICENSED BUSINESS (NON-MANAGERS)**

Business Name: TRY-La INC Hampton Inn asnd Suites Alcohol License #:

|                     |                 |        |              |
|---------------------|-----------------|--------|--------------|
| Employee Name:      | Daniel Talavera | Title: | Front Desk   |
| Date of Birth:      | 09/23/1993      | Phone: | 678-283-0430 |
| Alcohol Permit Exp: |                 |        |              |

|                     |                |        |              |
|---------------------|----------------|--------|--------------|
| Employee Name:      | Camelia Dillon | Title: | Front desk   |
| Date of Birth:      | 10/16/1995     | Phone: | 678-200-3326 |
| Alcohol Permit Exp: |                |        |              |

|                     |                 |        |              |
|---------------------|-----------------|--------|--------------|
| Employee Name:      | Melissa Mueller | Title: | Front Desk   |
| Date of Birth:      | 08/26/1994      | Phone: | 678-858-2624 |
| Alcohol Permit Exp: |                 |        |              |

|                     |              |        |              |
|---------------------|--------------|--------|--------------|
| Employee Name:      | Robin Kinsey | Title: | Front Desk   |
| Date of Birth:      | 08/22/1996   | Phone: | 231-729-0138 |
| Alcohol Permit Exp: |              |        |              |

|                     |             |        |              |
|---------------------|-------------|--------|--------------|
| Employee Name:      | Stacy Young | Title: | Front Desk   |
| Date of Birth:      | 06/28/1991  | Phone: | 678-943-0433 |
| Alcohol Permit Exp: |             |        |              |

|                     |                |        |              |
|---------------------|----------------|--------|--------------|
| Employee Name:      | Maria Castillo | Title: | Front desk   |
| Date of Birth:      | 09/10/1996     | Phone: | 860-209-7914 |
| Alcohol Permit Exp: |                |        |              |

|                     |               |        |               |
|---------------------|---------------|--------|---------------|
| Employee Name:      | Kaityln Jones | Title: | Front desk    |
| Date of Birth:      | 01/27/1969    | Phone: | 828-7366-2871 |
| Alcohol Permit Exp: |               |        |               |

|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

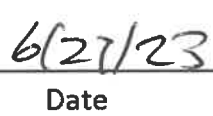
|                     |  |        |  |
|---------------------|--|--------|--|
| Employee Name:      |  | Title: |  |
| Date of Birth:      |  | Phone: |  |
| Alcohol Permit Exp: |  |        |  |

**Applicant Privacy Rights  
Notification Signature Form**

**Applicant Notification and Record Challenge:**

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the [FBI website](#).

|                                                                                                         |                                                                                                           |                                                                                                      |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <br>_____<br>Signature | <br>_____<br>Print Name | <br>_____<br>Date |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|





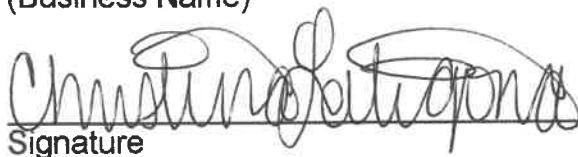
What is the “registered agent?”

**Section 8-179 – Must be a resident of Hall County**

The registered agent is the “mailbox” for the business. He or she is the person or entity designated by the business to receive any lawsuit or other official communication on its behalf. The registered agent may or may not be an owner, shareholder or officer of the corporation. Many corporations/businesses use their attorney or a professional corporate service company for this service. The registered agent’s address must be a street address in Hall County, and the agent must be located at that address. Please review O.C.G.A. 14-2-501 (profit) or 14-3-501 (nonprofit). A post office box or “mail drop” may not be used as the registered agent address. **NOTE: Attach a copy of driver's license and proof of Hall County residency, ie; phone or utility bill, that reflects the address listed by the Registered Agent.**

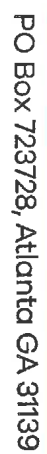
Yogesh Patel Try-La Inc dba Hampton Inn & Suites  
I \_\_\_\_\_ representing \_\_\_\_\_ (Name & title)  
\_\_\_\_\_  
(Business Name)  
Hampton Inn and Suites 4660 Holland Dam Road Flowery Branch Ga 30542  
\_\_\_\_\_ appoint  
(Address of business)  
Christina J Latigona  
\_\_\_\_\_ as the resident agent.  
(Name of person)

I authorize said agent to accept process notice or demand upon  
Try-La inc dba hampton Inn & dsuites  
\_\_\_\_\_ under the alcoholic beverage ordinance of Flowery Branch  
(Business Name)

  
Signature

  
Notary Signature

Commission Expires \_\_\_\_\_  
Kelsey Cash  
NOTARY PUBLIC  
Hall County, GEORGIA  
My Commission Expires 04/03/2026



MB 01 002305 00410 H 7 A

2000  
 2001  
 2002  
 2003  
 2004  
 2005  
 2006  
 2007  
 2008  
 2009  
 2010  
 2011  
 2012  
 2013  
 2014  
 2015  
 2016  
 2017  
 2018  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025  
 2026  
 2027  
 2028  
 2029  
 2030  
 2031  
 2032  
 2033  
 2034  
 2035  
 2036  
 2037  
 2038  
 2039  
 2040  
 2041  
 2042  
 2043  
 2044  
 2045  
 2046  
 2047  
 2048  
 2049  
 2050  
 2051  
 2052  
 2053  
 2054  
 2055  
 2056  
 2057  
 2058  
 2059  
 2060  
 2061  
 2062  
 2063  
 2064  
 2065  
 2066  
 2067  
 2068  
 2069  
 2070  
 2071  
 2072  
 2073  
 2074  
 2075  
 2076  
 2077  
 2078  
 2079  
 2080  
 2081  
 2082  
 2083  
 2084  
 2085  
 2086  
 2087  
 2088  
 2089  
 2090  
 2091  
 2092  
 2093  
 2094  
 2095  
 2096  
 2097  
 2098  
 2099  
 2100  
 2101  
 2102  
 2103  
 2104  
 2105  
 2106  
 2107  
 2108  
 2109  
 2110  
 2111  
 2112  
 2113  
 2114  
 2115  
 2116  
 2117  
 2118  
 2119  
 2120  
 2121  
 2122  
 2123  
 2124  
 2125  
 2126  
 2127  
 2128  
 2129  
 2130  
 2131  
 2132  
 2133  
 2134  
 2135  
 2136  
 2137  
 2138  
 2139  
 2140  
 2141  
 2142  
 2143  
 2144  
 2145  
 2146  
 2147  
 2148  
 2149  
 2150  
 2151  
 2152  
 2153  
 2154  
 2155  
 2156  
 2157  
 2158  
 2159  
 2160  
 2161  
 2162  
 2163  
 2164  
 2165  
 2166  
 2167  
 2168  
 2169  
 2170  
 2171  
 2172  
 2173  
 2174  
 2175  
 2176  
 2177  
 2178  
 2179  
 2180  
 2181  
 2182  
 2183  
 2184  
 2185  
 2186  
 2187  
 2188  
 2189  
 2190  
 2191  
 2192  
 2193  
 2194  
 2195  
 2196  
 2197  
 2198  
 2199  
 2200  
 2201  
 2202  
 2203  
 2204  
 2205  
 2206  
 2207  
 2208  
 2209  
 2210  
 2211  
 2212  
 2213  
 2214  
 2215  
 2216  
 2217  
 2218  
 2219  
 2220  
 2221  
 2222  
 2223  
 2224  
 2225  
 2226  
 2227  
 2228  
 2229  
 2230  
 2231  
 2232  
 2233  
 2234  
 2235  
 2236  
 2237  
 2238  
 2239  
 2240  
 2241  
 2242  
 2243  
 2244  
 2245  
 2246  
 2247  
 2248  
 2249  
 2250  
 2251  
 2252  
 2253  
 2254  
 2255  
 2256  
 2257  
 2258  
 2259  
 2260  
 2261  
 2262  
 2263  
 2264  
 2265  
 2266  
 2267  
 2268  
 2269  
 2270  
 2271  
 2272  
 2273  
 2274  
 2275  
 2276  
 2277  
 2278  
 2279  
 2280  
 2281  
 2282  
 2283  
 2284  
 2285  
 2286  
 2287  
 2288  
 2289  
 2290  
 2291  
 2292  
 2293  
 2294  
 2295  
 2296  
 2297  
 2298  
 2299  
 2300  
 2301  
 2302  
 2303  
 2304  
 2305  
 2306  
 2307  
 2308  
 2309  
 2310  
 2311  
 2312  
 2313  
 2314  
 2315  
 2316  
 2317  
 2318  
 2319  
 2320  
 2321  
 2322  
 2323  
 2324  
 2325  
 2326  
 2327  
 2328  
 2329  
 2330  
 2331  
 2332  
 2333  
 2334  
 2335  
 2336  
 2337  
 2338  
 2339  
 2340  
 2341  
 2342  
 2343  
 2344  
 2345  
 2346  
 2347  
 2348  
 2349  
 2350  
 2351  
 2352  
 2353  
 2354  
 2355  
 2356  
 2357  
 2358  
 2359  
 2360  
 2361  
 2362  
 2363  
 2364  
 2365  
 2366  
 2367  
 2368  
 2369  
 2370  
 2371  
 2372  
 2373  
 2374  
 2375  
 2376  
 2377  
 2378  
 2379  
 2380  
 2381  
 2382  
 2383  
 2384  
 2385  
 2386  
 2387  
 2388  
 2389  
 2390  
 2391  
 2392  
 2393  
 2394  
 2395  
 2396  
 2397  
 2398  
 2399  
 2400  
 2401  
 2402  
 2403  
 2404  
 2405  
 2406  
 2407  
 2408  
 2409  
 2410  
 2411  
 2412  
 2413  
 2414  
 2415  
 2416  
 2417  
 2418  
 2419  
 2420  
 2421  
 2422  
 2423  
 2424  
 2425  
 2426  
 2427  
 2428  
 2429  
 2430  
 2431  
 2432  
 2433  
 2434  
 2435  
 2436  
 2437  
 2438  
 2439  
 2440  
 2441  
 2442  
 2443  
 2444  
 2445  
 2446  
 2447  
 2448  
 2449  
 2450  
 2451  
 2452  
 2453  
 2454

CHRISTINA LATIGONA

6846 SCARLET OAK WAY LOT 108

FLOWERY BR GA 30542-0059



City of Flowery Branch

5270 Railroad Avenue

Flowery Branch GA 30542



## RECEIPT

Case # wine license Citation # 0

For Licenses- Wine

Issued By J.K

Payment Receipt Date 06/27/2023

Receipt # 181378

Payor Try-La Inc

Name Try-LA INC

Method Check

CK / MO #

Balance Forward 525.00

Amount Paid 525.00

Remaining \$0.00

**-Thank You-**

Court Copy



City of Flowery Branch

5270 Railroad Avenue

Flowery Branch GA 30542



**RECEIPT**

**Case #** beer license      **Citation #** 0

**For** Licenses- Beer

**Issued By** J.K.

**Payment Receipt Date** 06/27/2023

**Receipt #** 181377

**Payor** Try-La Inc

**Name** Try-LA INC

**Method** Check

**CK / MO #**

**Balance Forward** 525.00

**Amount Paid** 525.00

**Remaining**                      **\$0.00**

**-Thank You-**

Court Copy



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider First Vote of Ordinance 698 to Amend the City of Flowery Branch Retirement Plan through GMA.

**COUNCIL MEETING DATE:** August 3, 2023

---

---

#### HISTORY:

Historically, The City of Flowery Branch has offered the city staff a pension plan through GMA with a 2% multiplier and no cap in years of service. During the Council retreat for the FY2024 budget it was expressed, by council, that we need to look at our benefits package to ensure that we retain and attract highly qualified employees. The staff looked at its insurance package and retirement package to ensure that it was competitive with the market. Recently the council approved the establishment of the City of Flowery Branch 457 plan for employees to contribute to, however; it appears that changes to our current Pension plan are recommend to remain competitive in the employee market.

---

---

#### FACTS AND ISSUES:

In an effort to attract and retain highly qualified employees, city staff constantly evaluates the benefits provided to its employees. As we reviewed the current benefits package for insurance and retirement, we discussed the possibility of updating the City's pension plan to our employees to attract and retain highly qualified employees. City staff reviewed options, provided by GMA, of increasing the pension multiplier to 2.5% or 3%. It was determined, from the option studied, that an increase to a 2.5% multiplier with a 30 year cap is the best and most sustainable option. City staff feels that this amendment will help retain and attract highly qualified employees.

---

---

#### OPTIONS:

Approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan or table for further discussion.

---

---

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

Yes

---

---

#### AMOUNT AND SOURCE OF FUNDS:

---

---

#### RECOMMENDATION:

Approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan .

---

---

#### SAMPLE MOTION:

I make a motion to approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan and authorize the Mayor and City Staff to sign any necessary documents.

---

---

#### COLLABORATING DEPARTMENT:

---

---

**DEPARTMENT:** Finance

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [Executive Summary - Retirement Plan.pdf](#)
- [Ordinance 698 City of Flowery Branch Retirement Plan Amendment.pdf](#)
- [Flowery Branch CL 7 17 23.pdf](#)
- [Benefit Studies - Flowery Branch - 2023\(9672951.4\).pdf](#)

**FLOWERY BRANCH CITY COUNCIL**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Ordinance 698 to Amend the City Flowery Branch Retirement Plan through GMA.

**DATE:** July 26, 2023

**(X)RECOMMENDATION**

**BUDGET INFORMATION:**

**ANNUAL-**

**CAPITAL-**

**( ) POLICY DISCUSSION**

**( ) STATUS REPORT**

**( ) OTHER**

**COUNCIL ACTION REQUESTED ON:** August 3, 2023

---

---

**PURPOSE:**

To amend the City of Flowery Branch Retirement plan for city employees through Georgia Municipal Association (GMA).

---

---

**HISTORY:**

Historically, The City of Flowery Branch has offered the city staff a pension plan through GMA with a 2% multiplier and no cap in years of service. During the Council retreat for the FY2024 budget it was expressed, by council, that we need to look at our benefits package to ensure that we retain and attract highly qualified employees. The staff looked at its insurance package and retirement package to ensure that it was competitive with the market. Recently the council approved the establishment of the City of Flowery Branch 457 plan for employees to contribute to, however; it appears that changes to our current Pension plan are recommend to remain competitive in the employee market.

---

---

**FACTS AND ISSUES:**

In an effort to attract and retain highly qualified employees, city staff constantly evaluates the benefits provided to its employees. As we reviewed the current benefits package for insurance and retirement, we discussed the possibility of updating the City's pension plan to our employees to attract and retain highly qualified employees. City staff reviewed options, provided by GMA, of increasing the pension multiplier to 2.5% or 3%. It was determined, from the option studied, that an increase to a 2.5% multiplier with a 30 year cap is the best and most sustainable option. City staff feels that this amendment will help retain and attract highly qualified employees.

---

---

---

---

**OPTIONS:**

Approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan or table for further discussion.

---

---

**RECOMMENDED SAMPLE MOTION:**

I make a motion to approve the first reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan and authorize the Mayor and City Staff to sign any necessary documents.

---

---

**DEPARTMENT:** Administration

**Prepared by:** Matthew Hamby

---

---

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

**DEFINED BENEFIT RETIREMENT PLAN**

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

**City of Flowery Branch**

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



## **TABLE OF CONTENTS**

|                                                                                                 | <b><u>PAGE</u></b> |
|-------------------------------------------------------------------------------------------------|--------------------|
| 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.....                                                                          | 4                  |
| 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,<br>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.....                                                         | 20                 |
| A. Maximum Total Credited Service.....                                                          | 20                 |
| 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<br>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 Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement) ..... | 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 .....                                                                                                                                                                                                                                                                | 29 |
| 18. | PRE-RETIREMENT DEATH BENEFITS .....                                                                                                                                                                                                                                                                                          | 30 |
| A.  | In-Service Death Benefit.....                                                                                                                                                                                                                                                                                                | 30 |
| B.  | Terminated Vested Death Benefit.....                                                                                                                                                                                                                                                                                         | 31 |
| 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 #698**

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

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

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

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

### **4. PLAN REPRESENTATIVE**

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

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

## 5. PENSION COMMITTEE

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

Position:

Position:

Position:

Position:

Position:

Pension Committee Secretary: **City Clerk**

Address: **P.O. Box 757, Flowery Branch, GA 30542-0013**

Phone: **(770) 967-6371**

Facsimile: **(770) 967-6481**

## 6. TYPE OF ADOPTION

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

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
  - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to increase the benefit multiplier to 2.5% and limit maximum Total Credited Service to 30 years for all Eligible Regular Employees who (1) are initially employed or become reemployed on or after September 1, 2023, or (2) were in Service as of August 31, 2023, Terminate on or after September 1, 2023, and are not thereafter reemployed, provided they have fewer 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) upon Termination. (see pp. 20 - 22).**

## 7. EFFECTIVE DATE

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

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

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

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

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

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

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be September 1, 2023 **(insert effective date of this Adoption Agreement not earlier than January 1, 2013).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on March 3, 2022 **(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 Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

### A. Eligible Regular Employees

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

- ☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☐ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**):  
\_\_\_\_\_.

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

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

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

- ☒ **ARE NOT** eligible to participate in the Plan.
- ☐ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): \_\_\_\_\_.

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

- ☒ **ARE NOT** eligible to participate in the Plan.
- ☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))** : \_\_\_\_\_.

## 10. ELIGIBILITY CONDITIONS

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

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

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☒ Other: **40 hours/week** (must not exceed 40 hours/week regularly scheduled)

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

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

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

- ☐ No minimum

- ☒ At least **6** months per year (regularly scheduled)

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

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

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

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

## 11. WAITING PERIOD

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

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

## 13. CREDITED SERVICE

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

**A. Credited Past Service with Adopting Employer**

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

**(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.**

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ **(insert date)**.
- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **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 he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service

or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

- ☒ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

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

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

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

## **B. Prior Military Service**

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

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

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

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

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

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

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

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

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

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

**(4) Payment for Prior Military Service Credit (check one):**

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

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

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

**C. Prior Governmental Service**

**Note:** A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master



**Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**
- ☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable):**

- ☐ Unused sick leave
- ☐ Unused vacation leave
- ☐ Unused personal leave
- ☐ Other paid time off (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** \_\_\_\_\_).

**(2) Minimum Service Requirement.**

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

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

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

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

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

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

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

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

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

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

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

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

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

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

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

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

### B. Normal Retirement Qualifications

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

#### (1) Regular Employees

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

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

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

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): 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 is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): ☐ all Participants ☐ only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

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

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

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

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

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

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

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

**C. Alternative Normal Retirement Qualifications**

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

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

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



**specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.

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

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

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

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

#### **D. Disability Benefit Qualifications**

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

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

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

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

### **15. RETIREMENT BENEFIT COMPUTATION**

#### **A. Maximum Total Credited Service**

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

- ☐ not limited.
- ☐ limited to \_\_\_\_\_ years for all Participants.

- ☐ limited to \_\_\_\_\_ years for the following classes of Eligible Regular Employees:
  - ☐ All Eligible Regular Employees.
  - ☐ Only the following Eligible Regular Employees: \_\_\_\_\_.
- ☐ limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority.
- ☐ limited to \_\_\_\_\_ years as a Municipal Legal Officer.
- ☒ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): 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 31, 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 Master Plan. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.  
☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.

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

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **36 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

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

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

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

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

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



This formula applies to:

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

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

**C. Monthly Early Retirement Benefit Amount**

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

- ☒ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
  - ☒ All Participants.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.
- ☐ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
  - ☐ All Participants.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

**Alternative Early Retirement Reduction Table**

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

\*Interpolate for whole months

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

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

**E. Monthly Disability Benefit Amount**

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

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

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

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

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

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

- ☒ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☐ No minimum or maximum applies.
- ☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**  
\_\_\_\_\_.

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

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

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

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

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

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

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

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications

for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

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

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

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

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

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

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

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

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

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

## 17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

### A. Eligible Regular Employees

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

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

| <u>COMPLETED YEARS<br/>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 the 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)): No Vesting schedule (immediate Vesting).

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

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his

accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

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

## 18. PRE-RETIREMENT DEATH BENEFITS

### A. In-Service Death Benefit

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

- (1) ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:
  - ☒ The Participant must be vested in a normal retirement benefit.
  - ☐ The Participant must have \_\_\_\_\_ years **(insert number)** of Total Credited Service.
  - ☐ The Participant must be eligible for Early or Normal Retirement.
  - ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.
- (2) ☐ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:
  - ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.



- ☐ The Participant must have \_\_\_\_\_ years **(insert number)** of Total Credited Service.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

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

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (½) ☐ \_\_\_\_\_ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

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

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

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

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

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

## **B. Terminated Vested Death Benefit**

**(1) Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before

Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit **(check one)**:

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

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

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

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

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

## 19. EMPLOYEE CONTRIBUTIONS

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

- ☒ Are not required.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for all Participants.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

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

**(2) Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee

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

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

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

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

- ☐ Interest shall not be paid.
  - ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
  - ☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**:
- 

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

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

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

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

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

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

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

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

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

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

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

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

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

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

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

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

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

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

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

**Section 3.** The effective date of this Ordinance shall be September 1, 2023.

**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





RISK MANAGEMENT AND  
EMPLOYEE BENEFIT SERVICES  
BOARD OF TRUSTEES

**Chair**  
Rebecca L. Tydings  
City Attorney, Centerville

**Vice Chair**  
Marcia Hampton  
City Manager, Douglasville

**Secretary-Treasurer**  
Larry H. Hanson  
CEO and Executive

**Trustees:**

Shelly Berryhill  
Commissioner, Hawkinsville

Linda Blechinger  
Mayor, Auburn

Chris Hobby  
City Manager, Bainbridge

Meg Kelsey  
City Manager, LaGrange

Jessica O'Connor  
City Manager, Griffin

W. D. Palmer, III  
Councilmember, Camilla

James F. Palmer  
Mayor, Calhoun

John Reid  
Mayor, Eatonton

JoAnne Taylor  
Mayor, Dahlonega

Albert Thurman  
Mayor, Powder Springs

Kenneth L. Usry  
Mayor, Thomson

Clemontine Washington  
Mayor Pro Tem, Midway

Vince Williams  
Mayor, Union City

**EXECUTIVE STAFF**

Randy Logan  
Deputy Executive Director

July 25, 2023

**TRANSMITTED VIA E-MAIL**  
([shelia.cooper@flowerybranchga.org](mailto:shelia.cooper@flowerybranchga.org))

Ms. Shelia Cooper  
City Clerk  
City of Flowery Branch  
PO Box 757  
Flowery Branch, Georgia 30542

**RE: City of Flowery Branch GMEBS Defined Benefit Retirement Plan;**  
**Amendment to Increase Benefit Multiplier and Establish Maximum**  
**Total Credited Service**

Dear Ms. Cooper:

Per the city's request, enclosed please find a draft Adoption Agreement for the city of Flowery Branch's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan increases the benefit multiplier from 2.0% to 2.5% and limits maximum total credited service to 30 years for eligible regular employees who terminate on or after September 1, 2023. However, there is an alternative wherein the number of years of credited service for calculating a benefit will not be limited for eligible regular employees who are using the 2.0% alternative benefit multiplier, terminate on or after September 1, 2023, are not thereafter reemployed, and have more than 37.5 years of service with the city, as this benefit would likely be greater than a benefit calculated using a 2.5% benefit multiplier and a maximum of 30 years of service (see pp. 20 - 22).

The Adoption Agreement provides that the amended Plan document will become effective September 1, 2023. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance** and must be adopted for the amendment to be effective.

If the draft Adoption Agreement is acceptable, please have the designated representatives sign and date where indicated (p. 37). Next, please scan and email the Adoption Agreement to Gina Gresham at [rgresham@gacities.com](mailto:rgresham@gacities.com). We will then countersign the document and return an electronic copy to you. Please note that GMEBS will not execute plan documents that have been edited by the city. If the document requires revisions, please let us know before adopting them.

Ms. Shelia Cooper

July 25, 2023

Page 2

If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6236 or [kjeselnik@gacities.com](mailto:kjeselnik@gacities.com).

Sincerely,



Kevin H. Jeselnik

Assistant General Counsel

Encl.

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

May 18, 2023

Ms. Michelle Warner  
Director of Retirement Field Services and Defined Contribution Programs  
Georgia Municipal Association  
201 Pryor Street, SW  
Atlanta, Georgia 30303

**Re: Benefit Studies for the City of Flowery Branch**

Dear Michelle:

As requested, we have developed the impact on plan funding of the following proposed changes for the City of Flowery Branch Retirement Plan.

1. Change benefit multiplier from 2.00% to 2.50% for all Employees for all service
2. Change benefit multiplier from 2.00% to 3.00% for all Employees for all service

The data, financial information, and plan provisions for the January 1, 2023 valuation were used to develop these results. Since the results are dependent on a given set of assumptions and data as of a specific date, there is a risk that emerging results may differ significantly, as actual experience differs from the assumptions.

When determining the Recommended Contribution, the total level dollar amortization is adjusted, if necessary, to be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability. In addition, since the funded ratio on an actuarial basis prior to the plan change is 70.40%, the plan change is amortized over 15 years per the GMEBS funding policy. The amortization period may change depending on the funded ratio when the plan change is first reflected. If the actuarial funding ratio drops below 70%, the amortization period would be 10 years instead of 15. Alternatively, if the actuarial funding ratio goes over 80%, the amortization period would be 20 years.

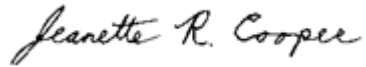
Please note, for the fiscal year July 1, 2022 to June 30, 2023, GASB standards require that the plan's Net Pension Liability (NPL) be reported on the sponsoring employer's balance sheet. The standards require using the Entry Age Funding method and assets at market (rather than the projected Unit Credit method and smoothed assets which are used for determining contribution requirements). For the fiscal year ended June 30, 2023, we have calculated the NPL as \$1,044,024. Inclusion of the proposed benefit improvement (1) would increase this by an estimated \$300,000. Inclusion of the proposed benefit improvement (2) would increase this by an estimated \$601,000.

Ms. Michelle Warner  
May 18, 2023  
Page 2

We are members of the American Academy of Actuaries and we meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

If you have any questions or need additional information, please let us know.

Sincerely,



Jeanette R. Cooper, FSA, FCA, MAAA, EA  
Vice President and Consulting Actuary



Malichi S. Waterman, FCA, MAAA, EA  
Vice President and Consulting Actuary

**City of Flowery Branch**  
**Benefit Studies**  
**Summary of Results**

|                                                                    | <b><u>Current<br/>Plan</u></b> | <b><u>Flat 2.50%<br/>Benefit<br/>Multiplier</u></b> | <b><u>Flat 3.00%<br/>Benefit<br/>Multiplier</u></b> |
|--------------------------------------------------------------------|--------------------------------|-----------------------------------------------------|-----------------------------------------------------|
| <b><u>Current Recommended Contribution</u></b>                     |                                |                                                     |                                                     |
| Recommended Contribution as of January 1, 2023                     | \$201,003                      | \$201,003                                           | \$201,003                                           |
| Covered Payroll                                                    | \$2,141,262                    | \$2,141,262                                         | \$2,141,262                                         |
| % of Covered Payroll                                               | 9.28%                          | 9.28%                                               | 9.28%                                               |
| <b><u>Impact of Benefit Improvement</u></b>                        |                                |                                                     |                                                     |
| Cost of Benefit Improvement                                        | --                             | \$58,268                                            | \$116,537                                           |
| % of Covered Payroll                                               | --                             | 2.69%                                               | 5.39%                                               |
| <b><u>Total Plan Cost of Benefit Improvement</u></b>               |                                |                                                     |                                                     |
| \$ Amount (Recommended Contribution + Cost of Benefit Improvement) | --                             | \$259,271                                           | \$317,540                                           |
| % of Covered Payroll                                               | --                             | 11.97%                                              | 14.67%                                              |
| <b><u>Funding Elements</u></b>                                     |                                |                                                     |                                                     |
| Mid-year Normal Cost with Expenses                                 | \$134,835                      | \$166,587                                           | \$198,340                                           |
| Actuarial Value of Assets                                          | \$1,437,150                    | \$1,437,150                                         | \$1,437,150                                         |
| Actuarial Accrued Liability                                        | \$2,041,418                    | \$2,267,080                                         | \$2,492,742                                         |
| Unfunded Actuarial Accrued Liability                               | \$604,268                      | \$829,930                                           | \$1,055,592                                         |
| Funded Ratio on Actuarial Value of Assets                          | 70.40%                         | 63.39%                                              | 57.65%                                              |
| Market Value of Assets                                             | \$1,296,675                    | \$1,296,675                                         | \$1,296,675                                         |
| Funded Ratio on Market Value of Assets                             | 63.52%                         | 57.20%                                              | 52.02%                                              |

*Fiscal year begins July 1, 2023.*



## FLOWERY BRANCH CITY COUNCIL

### EXECUTIVE SUMMARY



**SUBJECT:** Consider Cancellation of Contracts with Utility Service Company, Inc. for Water Tank Maintenance

**COUNCIL MEETING DATE:** August 3, 2023

---

---

#### HISTORY:

The City of Flower Branch entered into two separate contracts (for Tank #1 and Tank #2) on July 27, 1999.

---

---

#### FACTS AND ISSUES:

The tanks are not being maintained adequately. The contract states that “the Company,” or Utility Service Company, Inc. will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The contract further states, “The exterior painting to be determined by the appearance and protective condition of the existing paint.”

Tank maintenance companies sell their services stating the tanks will always look “new” or like they have been recently painted – always.

Staff will bring a recommendation for a replacement company at a future council meeting.

The present contracts, although from 1999, state that, “This contract is subject to cancellation by the Owner only if intent to cancel is received by Company (Utility Service Company, Inc.) ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner’s management and/or Commissioners.” If this item is approved, the company will be notified and given 90 days’ notice of our cancellation of the contracts with all required signatures.

---

---

#### OPTIONS:

- 1) Cancel the current two contracts with Utility Service Company, Inc. and direct staff to find another company to maintain the city’s water tanks.
- 2) Do not cancel the contract.

---

---

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

Yes

---

---

#### AMOUNT AND SOURCE OF FUNDS:

No funding required to cancel these contracts

---

---

#### RECOMMENDATION:

Approve the cancellation of two contracts with Utility Services Company, Inc. for the water tank maintenance contracts.

---

---

#### SAMPLE MOTION:

I make a motion to cancel the two contracts with Utility Services Company, Inc.

---

---

#### COLLABORATING DEPARTMENT:

---

---

**DEPARTMENT:** Administration

**Prepared by:** Shelia Cooper

---

---

**ATTACHMENTS**

- [ES - cancel contract with USG Utility Services Company water maint.pdf](#)
- [CITY OF FLOWERY BRANCH, GA - Tank 1 - PN 101571.pdf](#)
- [CITY OF FLOWERY BRANCH, GA - Tank 2 - PN 101573.pdf](#)





**FLOWERY BRANCH CITY COUNCIL  
EXECUTIVE SUMMARY**

**SUBJECT:** Cancellation of Contracts with Utility Service Company, Inc. for water tank maintenance.

**DATE:** July 26, 2023

**(X)RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-**

**( ) OTHER**

**CAPITAL-**

**COUNCIL ACTION REQUESTED ON:** August 3, 2023

---

**PURPOSE:** Approve the cancellation of two contracts with Utility Services Company, Inc. for the water tank maintenance contracts.

---

---

**HISTORY:** The City of Flowery Branch entered into two separate contracts (for Tank #1 and Tank #2) on July 27, 1999.

---

---

**FACTS AND ISSUES:** The tanks are not being maintained adequately. The contract states that “the Company,” or Utility Service Company, Inc. will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The contract further states, “The exterior painting to be determined by the appearance and protective condition of the existing paint.” Below are pictures of the existing tank on Roberts Drive, taken July 24, 2023, showing the “existing appearance”.

Tank maintenance companies sell their services stating the tanks will always look “new” or like they have been recently painted – always.

Staff will bring a recommendation for a replacement company at a future council meeting.

---



The present contracts, although from 1999, state that, “This contract is subject to cancellation by the Owner only if intent to cancel is received by Company (Utility Service Company, Inc.) ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner’s management and/or Commissioners.” If this item is approved, the company will be notified and given 90 days’ notice of our cancellation of the contracts with all required signatures.

---

---



---

---

**OPTIONS:**

- 1) Cancel the current two contracts with Utility Service Company, Inc. and direct staff to find another company to maintain the city's water tanks.
  - 2) Do not cancel the contract.
- 
- 

**RECOMMENDED SAMPLE MOTION:**

- 1) I make a motion to cancel the two contracts with Utility Services Company, Inc.
- 
- 

**DEPARTMENT:** Administration

**Prepared by:** Tonya Parrish

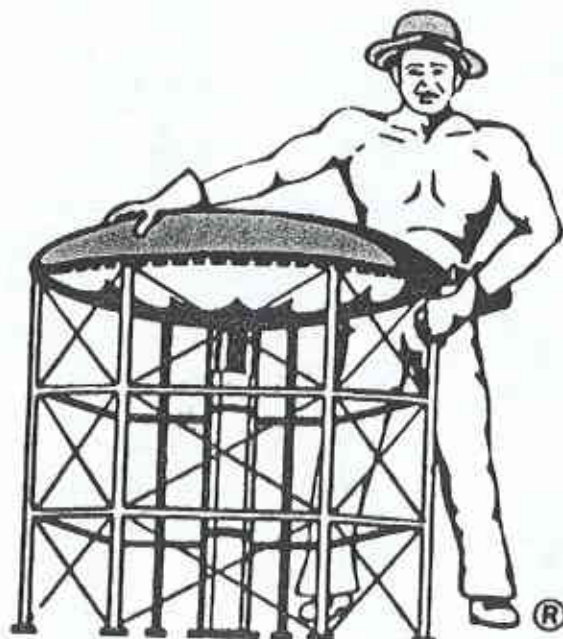
2295

© 1986 FSI

#101571

# UTILITY SERVICE co., inc.

## WATER TANK MAINTENANCE CONTRACT

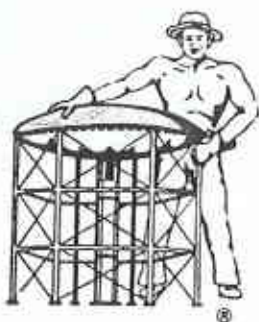


Owner CITY OF FLOWERY BRANCH

Tank Size 150,000 ELEVATED

Location TANK #1

Date JULY 07, 1999



# UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



## WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF FLOWERY BRANCH hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 150,000 gallon water storage tank located at TANK #1.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 1999. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2001, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the GEORGIA ENVIRONMENTAL PROTECTION DIVISION, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.



A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ 7,132.00 has been established for this tank. (SEE ADDENDUM NO. 1 WHICH ESTABLISHES ANNUAL FEE AS A RESULT OF MAJOR UP FRONT RENOVATION)

The above annual fee will remain constant for three (3) years of this agreement.

In year 2007 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components. Any additional modifications may be cause to modify the program. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 27<sup>th</sup> day of July, 1999.

OWNER:

UTILITY SERVICE CO., INC.

City of Florem Branch  
by [Signature], Mayor  
title

witness Znette C. Crog

seal:

[Signature]  
by GREG BROOKS, GA REPRESENTATIVE  
title

witness [Signature]

seal:

Addendums to Contract Number 150,000 ELEVATED, Dated 7-07-99

No. 1

This tank shall be renovated on both the interior and exterior surfaces prior to the first year anniversary date of the contract. The annual fee for the period Year 1 through Year 5 shall be \$14,568.00 per year. Beginning in Year 6 the tank shall be under program at the established base fee of \$7,132.00.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 2

**PAYMENT TERMS:** The annual fee in Year 1 shall be due in full upon satisfactory completion of work scheduled. In Year 2 forward, City Officials have the option of quarterly, semi-annual or annual lump sum payments, beginning on the anniversary date of the contract.

**(PLEASE CIRCLE PREFERRED METHOD)**

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 3

The major up front renovation completed in Year 1 represents a total project cost of \$46,549.00. In event City Officials elect to cancel the program prior to the fourth year anniversary, any remaining balance associated with the major renovation shall be due in full within [30] days of cancellation.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness



2296

© 1986 FSI

#101573

# UTILITY SERVICE co., inc.

## WATER TANK MAINTENANCE CONTRACT

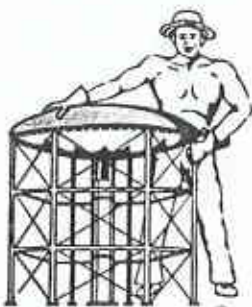


Owner CITY OF FLOWERY BRANCH

Tank Size 60,000 ELEVATED

Location TANK #2

Date JULY 07, 1999



# UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



## WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF FLOWERY BRANCH hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 60,000 gallon water storage tank located at TANK #2

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 1999. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2002, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the GEORGIA ENVIRONMENTAL PROTECTION DIVISION, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ 5,684.00 has been established for this tank. (SEE ADDENDUM NO. 1 WHICH ESTABLISHES ANNUAL FEE AS A RESULT OF MAJOR UP FRONT RENOVATION)

The above annual fee will remain constant for three (3) years of this agreement.

In year 2007 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components. Any additional modifications may be cause to modify the program. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 27<sup>th</sup> day of July, 1999.

OWNER:

UTILITY SERVICE CO., INC.

City of Flower Branch

by [Signature] Mayor  
title

witness Znette P. Cruz

seal:

[Signature]

by GREG BROOKS, GA REPRESENTATIVE  
title

witness Kathryn J. Francis

seal:

Addendums to Contract Number 60,000 ELEVATED, Dated 7-07-99

No. 1

This tank shall be renovated on both the interior and exterior surfaces prior to the end of the second [2] year anniversary date of the contract. The annual fee for the period Year 1 through Year 5 shall be \$12,240.00 per year. Beginning in Year 6 the tank shall be under program at the established base fee of \$5,684.00.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 2

**PAYMENT TERMS:** City Officials have the option of payment terms of either quarterly, semi-annual, or annual lump sum payments, beginning on the anniversary date of the contract.

**(PLEASE CIRCLE PREFERRED METHOD)**

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 3

The major up front renovation completed in Year 2 represents a total project cost of \$45,473.00. In event City Officials elect to cancel the program prior to the fourth year anniversary, any remaining balance associated with the major renovation shall be due in full within [30] days of cancellation.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness