



November 5, 2013 9:00 am

1. Call to Order by Mayor Joe Brannen
2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
3. Recognitions/Public Presentations
 - A) Consideration of a Motion to Approve **Resolution 2013-35** and Presentation for the Dedication of the City of Statesboro Walking and Biking Trail at Luetta Moore Park in honor of Rev. Julius Abraham
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 10-15-2013 Council Minutes
 - B) Consideration of a Motion to approve “Vehicle for Hire”
 - a) Boro D.D. – Ryan S. Pendergraft (Driver)
 - C) Second Reading and Consideration of a Motion to adopt **Ordinance 2013-20**: An Ordinance Amending Chapter Ninety of the Statesboro Code of Ordinances (Vehicles for Hire)
 - D) Consideration of a Motion to approve **Resolution 2013-39**: A Resolution Adopting a Schedule of Fees Pursuant to the Taxi Cab Ordinance, Chapter 90 of the Statesboro Code of Ordinances
 - E) Second Reading and Consideration of a Motion to adopt **Ordinance 2013-21**: An Ordinance to adopt the amended City of Statesboro Speed Control Ordinance and the accompanying Lists of Streets Number 09252013 in order to enforce speed limits within the city limits utilizing speed detection devices.
 - F) Consideration of a Motion to approved Change Order No.1 in the amount of \$20,076.30 for the STP Generator Replacement for the City of Statesboro
 - G) Consideration of a Motion to authorize the Mayor to execute the GMA Lease Pool Agreement for the City’s 2013 Ford F-250 in the amount of \$25,264.00
 - H) Consideration of a Motion to approve **Resolution 2013-38**: A Resolution authorizing the opening of a separate bank account for the 2013 SPLOST bank account.

- I) Consideration of a Motion to approve **Resolution 2013-37**: A Resolution to adopt the first amendment to the fiscal year 2014 budget for each fund of the city of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.
 - J) Consideration of a Motion to amend the City of Statesboro GMEBS Defined Retirement Plan to Allow the City Attorney Employed On December 13, 2011 to Participate in the DB Plan and to Grant Prior Service Credit under the DB Plan to the City Manager for Service as Contract Employee;
 - K) Consideration of a Motion to amend the City of Statesboro GMA 401(a) Defined Contribution Plan to Conform Terms of Plan to Historical Operation of Plan
6. Consideration of a Motion to Apply for the Georgia Department of Transportation's (GDOT) FY 2014 Local Maintenance and Improvement Grant (LMIG), an annual program in which GDOT allocates transportation funds to local governments. For FY 2014, GDOT will allocate \$209,567.95 to the City of Statesboro if the City will commit to providing at least 30% matching funds. FY 2014 LMIG funds to be used solely for resurfacing city streets.
 7. Consideration of a Motion to Adopt **Resolution 2013-36** : A Resolution approving the City of Statesboro's proposed FY 2014 Street Resurfacing List, and further authorizing the Mayor to execute the GDOT LMIG Application. The City's share (at least 30% matching funds) to be funded through 2007 SPLOST
 8. Consideration of a Motion to approve First Reading of **Ordinance 2013-22**: An Ordinance Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages).
 9. Other Business from City Council
 10. Public Comments (General)
 11. Consideration of a Motion to enter into Executive Session to discuss "Real Estate" in accordance with **O.C.G.A. §50-14-3 (2012)**
 12. Consideration of a Motion to Adjourn

Julius Abraham Trail

- WHEREAS, the City of Statesboro completed a nearly ONE-THOUSAND FOOT walking and biking trail that stretches from Martin Luther King, Jr. Drive to Church Street which is located in Luetta Moore Park;
- WHEREAS, the Mayor and City Council find that this walking and biking trail should be named in honor of a citizen of Statesboro who has made significant and lasting contributions to the general welfare and the betterment of life for the members of this community;
- WHEREAS, Reverend Julius Abraham was born in North Charleston, South Carolina and received his Bachelor's Degree in Education from Allen University in Columbia, South Carolina in 1954, and later received his Master's Degree in Education from Columbia University in New York City in 1962;
- WHEREAS, Reverend Julius Abraham has been a resident of City of Statesboro and Bulloch County his entire professional life;
- WHEREAS, Reverend Julius Abraham is a devoted and loving husband to his wife, Arneese Abraham, and a loving and devoted father to his daughter, Sheryl Littles, and his son, Julius Abraham, III;
- WHEREAS, Reverend Julius Abraham has contributed to the spiritual growth and moral awareness of this community through his lifelong ministries at Jerusalem AME Church, the Mt. Pisgah AME Church, and the Greater Bethel AME Church;
- WHEREAS, Reverend Julius Abraham is a devoted and beloved educator who contributed to the intellectual, moral and social development of the youth of this community through over 30 years of teaching in the classroom and through his years in educational administration as Vice Principal and Assistant Principal of William James High School, as Principal of Portal Elementary School, and as Vice Principal of Statesboro High School;
- WHEREAS, Reverend Julius Abraham has made a positive and indelible mark on the civic welfare of this community, and, as such, the Mayor and City Council find that Reverend Julius Abraham deserves the honor of this community;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. That the walking and biking trail in Luetta Moore Park shall be named in honor of Reverend Julius Abraham.

Section 2. That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this 5th day of November, 2013

CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Sue Starling, City Clerk



**CITY OF STATESBORO
CITY COUNCIL MINUTES
October 15, 2013**

A regular meeting of the Statesboro City Council was held on October 15, 2013 at 6:00 pm in the Council Chambers at City Hall Present were Mayor Joe R. Brannen, Council Members: Will Britt, Phil Boyum, John Riggs and Gary Lewis. Also present were City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart, City Engineer Robert Cheshire and Director of Community Development Mandi Cody. Councilman Travis Chance was absent.

The meeting was called to Order by Mayor Joe Brannen
The Invocation and Pledge of Allegiance was led by Mayor Pro Tem Will Britt

Recognitions/Public Presentations

- A) Elaine Lester, Location Leader for “Wreaths Across America” will share story of a veterans cemetery.**

Elaine Lester updated Council on the Georgia Veterans Memorial Cemetery that opened in 2007. The cemetery was adopted as a project to put wreaths on all the graves to honor the veterans buried there. Sponsors are asked to make donations for the purchase of the wreaths. The program has been very successful as it continues to grow.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes**
a) 10-01-2013 Council Minutes
- B) Notification of alcohol license application:**
a) Licensee: Lucas Ryan Yockey
DBA: Buffalo Wild Wings
Location: 715 Northside Drive East Suite #2
Type of Alcohol License: Pouring – Beer, Wine & Liquor
Type of Business: Restaurant
- C) Consideration of a Motion to approve “Vehicle for Hire”**
a) Boro D.D. – Aaron Rowe (Driver)
- D) Second Reading and Consideration of a Motion to adopt Ordinance 2013-18: An Ordinance amending Chapter 2 Section 2-1 of the Statesboro Georgia Code of Ordinances regarding “Meetings of Council”.**
- E) Second Reading and Consideration of a Motion to adopt Ordinance 2013-19: An Ordinance to adopt bona fide coin operated amusement machines.**
- F) Second Reading and Consideration of a Motion to adopt Ordinance 2013-20: An Ordinance Amending Chapter Ninety of the Statesboro Code of Ordinances (Vehicles for Hire)**

Councilman Riggs made a motion, seconded by Councilman Boyum to remove item (F) from the consent agenda for further discussion and approve the remaining items on the consent agenda.

Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Riggs made a motion, seconded by Mayor Pro Tem Will Britt to table item (7) until a later date. City Attorney Alvin Leaphart stated there would be a meeting held with the taxi cab companies before the second reading is brought back for Council's approval. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to approve APPLICATION # V 13-09-01: Hendley Properties requests a variance from Article VII of the Statesboro Zoning Ordinance to increase the density regulations to develop an apartment house on the vacant lot located at the corner of East Grady Street and South Mulberry Street (Tax Parcel Number MS29000009000).

Brian Davis representing Hendley Properties spoke in favor of the request. He stated the project is aimed at bringing the professional market to the downtown area. Councilman Boyum made a motion to include staff recommendations, seconded by Councilman Lewis to approve APPLICATION # V 13-09-01: Hendley Properties requests a variance from Article VII of the Statesboro Zoning Ordinance to increase the density regulations to develop an apartment house on the vacant lot located at the corner of East Grady Street and South Mulberry Street (Tax Parcel Number MS29000009000). Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Approve Award of Contract to C. Merrill Construction in the amount of \$32,600.00 to construct a concrete headwall on West Grady Street. The West Grady Street Headwall Project is to be funded by 2007 SPLOST.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Riggs to approve the award of a Contract to C. Merrill Construction in the amount of \$32,600.00 to construct a concrete headwall on West Grady Street. The West Grady Street Headwall Project is to be funded by 2007 SPLOST. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

First Reading and Consideration of a Motion to adopt Ordinance 2013-21: An Ordinance to adopt the amended City of Statesboro Speed Control Ordinance and the accompanying Lists of Streets Number 09252013 in order to enforce speed limits within the city limits utilizing speed detection devices.

City Engineer Robert Cheshire explained to Council that part of a street name was accidentally omitted from the list. He stated it was at 301 South and Old Register Road. He also stated the list would be corrected before the second reading was brought back for Council's approval. Councilman Boyum made a motion, seconded by Mayor Pro Tem Will Britt to adopt Ordinance 2013-21: An Ordinance to adopt the amended City of Statesboro Speed Control Ordinance and the accompanying Lists of Streets Number 09252013 in order to enforce speed limits within the city limits utilizing speed detection devices. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to award a purchase contract to Border Equipment Company in the net amount after trade-in of \$118,964.44 for the purchase of a Case 621 F Wheel Loader including trade in of existing Cat IT28 wheel loader as stated in the bid.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Riggs to award a purchase contract to Border Equipment Company in the net amount after trade-in of \$118,964.44 for the purchase of a Case 621 F Wheel Loader including trade in of existing Cat IT28 wheel loader as stated in the bid. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Shannon Mixon of Bulloch County 911 Addressing will ask Council to consider a motion to approve new addresses for Northside Drive West and East.

Shannon Mixon of 911 asked Council to approve the address changes for Northside Drive East and West and to use a City/County letterhead to notify the businesses that will be affected by the changes. Shannon also asked to have a public hearing to solicit input on the changes. Mayor Pro Tem Will Britt made a motion, seconded by Councilman Boyum to move forward with the 911 address change project. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Other Business from City Council

City Manager Frank Parker stated the City has not removed any political signs and was not looking to do so. He did ask that the candidates be mindful of where they were placing the signs and not put them on public property. He also asked that they move the signs if they did not meet the appropriate guidelines.

City Manager asked Council to approve the extension of a temporary business license for another 3 months to L&D Produce. Mayor Pro Tem Will Britt made a motion, seconded by Councilman Riggs to approve the extension with the condition that the Planning Department sets progressive deadlines, at intervals to be completed no later than February 15th, 2014. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Mayor Pro Tem Will Britt thanked Public Safety Director Wendell Turner for a job well done in representing the Police Department and City. He also stated the City is in good condition with a good bond rating and no debt ceiling compared to what it was a few years ago.

Public Comments (General)

A) Bill Thomas request to address Council

Bill Thomas stated he had no comments at this time except to thank the GSU students for attending the meeting.

Consideration of a Motion to Adjourn

Councilman Boyum made a motion, seconded by Mayor Pro Tem Will Britt to adjourn. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

The meeting was adjourned at 7:00 pm.

CITY OF STATESBORO
P O BOX 348
STATESBORO, GEORGIA 30459
(912) 764-5468
FAX (912) 764-4691

APPLICATION FOR VEHICLE FOR HIRE PERMIT - DRIVER

DATE 10/17/13

NAME OF BUSINESS BORO D.D. LLC

OWNER OF BUSINESS Nick Lallan

BUSINESS ADDRESS 2075 Old Register Rd. Lot # ~~704~~

CITY, STATE & ZIP Statesboro, GA 30458

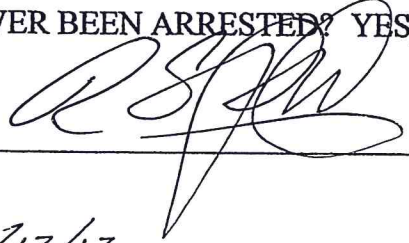
BUSINESS TELEPHONE 912-678-2421

NAME OF DRIVER Ryan S. Pendergratt

ALIASES None

AGE OF DRIVER 24

HAVE YOU EVER BEEN ARRESTED? YES _____ NO

SIGNATURE 

DATE 10/17/13

Response Body

Registration ID:	GA13AHB38250530
Applicant Name:	RYAN PENDERGRAFT
Applicant Address:	
Applicant Phone No.:	
Applicant email:	
LS TCN:	9133Z43492
Response Type:	STATE RESPONSE
Response Time:	2013-10-22 12:02:58
FBI Number:	
GBI TCN:	32951805089998
SAN:	
RCode:	
RLiteral:	
IDent:	NO GEORGIA CRIMINAL HISTORY IS
Name:	PENDERGRAFT, RYAN STEVEN II
OCA:	
SID:	NoRecord
ORI:	GA923004Z
Reason:	GA Check Only
Agency Name:	CITY OF STATESBORO
Agency Address:	50 East Main Street, Statesboro, GA, 30458
Agency Phone:	(912)764-0625
Response Body:	TYPE:mid LSTCN:9139142548 GBITCN:32951805089998 DATE/TIME:2013-10-22 15:18:50 NAME:PENDERGRAFT, RYAN STEVEN II

SID:NoRecord

OTN:

OCA:

IDENT:NO GEORGIA CRIMINAL HISTORY IS AVAILABLE FOR
THIS REQUEST

Printed:

No

Ordinance 2013-20
An Ordinance Amending Chapter Ninety of the Statesboro Code of Ordinances
(Vehicles for Hire)

WHEREAS, the City has previously adopted an ordinance regulating vehicles for hire; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 90 of the Code of Ordinances, City of Statesboro, Georgia to promote the general welfare of the citizens of Statesboro;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows:

SECTION 1:

Chapter 90 of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by replacing it in full, and shall read as follows:

CHAPTER 90: TAXI CABS

Sec. 90-1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Company means the holder of a license to operate a taxicab business under the provisions of this article, whether a person, firm, partnership or corporation.

Driver means any person who drives or operates a taxicab on the streets of the city for a licensed taxicab company.

Driver's permit means the written authority granted by the city for an individual to drive or operate a taxicab within the city.

License means the right and privilege granted by the city for the operation of a taxicab business incorporating the use of one or more taxicabs within the corporate limits of the city.

City Marshal means the individual employed by the city whose primary responsibility is enforcement of the Code of Ordinances of the City of Statesboro.

Street means any street, alley, lane, avenue, court or public place in the city.

Taxicab means a motor vehicle engaged in the business of carrying passengers for hire, or offering to carry persons for hire, except motor vehicles used as ambulances, buses, limousines, or any vehicle subject to regulation by the Motor Carrier Compliance Division of the Georgia Department of Public Safety.

Sec. 90-2. - Indemnity for benefit of city.

Any taxicab company operating under this article shall hold the city harmless against any and all liability, loss, costs, damages or expenses which may accrue to the city by reason of the negligence, default or misconduct of the company in connection with the rights granted to such company under this article. Nothing in this article shall be considered to make the city liable for damages because of any negligent act or omission or commission by any taxicab company, its servants, agents, drivers or other employees, during the operation by the company of a taxicab business or service, either in respect to injuries to persons or with respect to damage to property which may be sustained.

Sec. 90-3. - Identification and markings generally.

Every taxicab shall have a sign plainly indicating on the door on each side of the vehicle, in letters not less than four inches high, the full name and telephone number of the taxicab company operating the vehicle, including words such as "Taxicab," "Taxi," or "Cab." Such sign shall be professionally applied and shall be either painted or magnetically affixed to each side of the vehicle in clearly visible colors. There shall be no outside advertising of any kind on taxicabs.

Sec. 90-4. - Safe mechanical condition of taxicabs required.

Every taxicab operated on the streets of the city shall be maintained in a safe mechanical condition, with all safety and pollution control equipment remaining intact and operative, at all times when the taxicab is in service.

Sec. 90-5. - Cleanliness of taxicabs required.

Each vehicle operating under this article shall be kept painted, and in a clean, sanitary condition, free of litter and debris, and at all times suitable for public transportation of passengers. The city marshal, upon observing violations of this section or any other provision of this article which deals with the physical condition of taxicabs, shall place a deadline decal on the windshield of the vehicle, such decal to list all violations. No driver or other unauthorized person shall remove or deface a deadline decal. No driver shall use a vehicle to transport passengers for hire while a deadline decal is in place. The deadline decal will be removed by City Marshal only after correction of all listed violations.

Sec. 90-6. - Authority for removal of taxicabs from streets.

The City marshal shall have the authority to remove from operation on the streets of the city any vehicle used as a taxicab which is in violation of this article and to prohibit operation of such taxicab until all deficiencies have been corrected. An order of the City marshal to remove a vehicle from the city streets may be appealed to the city manager through the administrative hearing process provided in this article.

Sec. 90-7. - Required.

No person shall operate a business involving the use of one or more taxicabs on the streets of the city unless a license for such business has first been granted by the city.

Sec. 90-8. - Application.

Application for a license required by this division shall be made on the form provided by the city clerk and shall provide for such information as is required for other business license applicants.

Sec. 90-9. - Fee.

Each person operating a taxicab shall pay an annual license fee to the city as set forth in the schedule of fees and charges on file in the office of the city clerk. Such annual license fee shall be prorated for the remainder of the initial year.

Sec. 90-10. - Duration.

For purposes of this section, the license year shall begin on January 1 of each calendar year and end December 31 next following. Each license issued under this division shall be effective only for the calendar year stated in the license unless sooner suspended or revoked.

Sec. 90-11. - Issuance.

Upon the payment of the required license fee and the filing of the proper application, the city clerk shall issue to the applicant named in the application a license for each vehicle described in such application and with respect to which such tax has been paid, which license shall describe the vehicle for which it is issued and state for what license year it is issued.

Sec. 90-12. - Display.

It shall be unlawful to operate or drive any taxicab for hire in the city without having conspicuously displayed on the taxicab a valid current license accurately describing the taxicab in which it is displayed.

Sec. 90-13. - Fixed place of business required.

Each taxicab company, as a condition for holding a city business license, shall establish and maintain a fixed headquarters on private property for the operation of the company's business. Such headquarters shall conform to the requirements of the city zoning ordinances and other applicable ordinances of the city or county (if located in the unincorporated area of the county), and shall provide adequate off-street parking space for all taxicabs not in service. Such company headquarters shall not be moved except by the approved transfer of the company's business license to another location.

Sec. 90-14. - Coverage required.

Any taxicab company desiring to do business within the city shall give and maintain a policy of indemnity insurance with an indemnity insurance company authorized to do business in the state for each vehicle in use as a taxicab, or a self-insurance certificate issued under state guidelines and regulated by the state insurance commission. The minimum coverage shall be \$25,000.00 for bodily injury to any one person, \$50,000.00 for injury to more than one person which is sustained in the same accident, and \$10,000.00 for property damage resulting from one accident, or whatever minimum insurance coverage is required by State law, whichever is greater. Such indemnity insurance shall inure to the benefit of any person who is injured or who sustains

damage to property caused by the negligence of a taxicab company, its servants or agents.

Sec. 90-15. - Blanket policy.

Any company or person operating a taxicab in the city shall give a separate policy of indemnity insurance or certificate of self-insurance for each separate taxicab for hire, except where such company or person actually owns or holds legal title to more than one taxicab, in which event, such company or person may give one policy of indemnity insurance covering all the taxicabs actually owned. This latter provision, however, shall not apply to any group of persons separately owning taxicabs who may be jointly operating or doing business under a licensed taxicab company name. The taxicab company is responsible for ensuring that individual persons operating taxicabs under such license shall comply with all state laws and local ordinances governing insurance coverage.

Sec. 90-16. - Notice when voided.

Before any policy of insurance or certificate of self-insurance required by this article is voided for any cause, nonpayment of premium or otherwise, notice shall be given, in writing, to the city marshal at least 30 days before it shall be effective.

Sec. 90-17. - Required.

No person shall operate a taxicab for hire upon the streets of the city, and no person who owns or operates a taxicab company shall permit a taxicab to be driven, and no taxicab operating under a taxicab company licensed by the city shall be driven at any time for hire, unless the driver of such taxicab shall have first obtained and shall have then in force a taxicab driver's permit issued under the provisions of this division.

Sec. 90-18. - Application.

Any person desiring a permit required by this article shall submit an application in writing on a form to be furnished by the city. Such application shall be made under oath and shall state, at minimum, the following:

- (1) The age of the applicant;
- (2) His address;
- (3) Length of time he has resided in the city;
- (4) Whether he has any physical infirmities; and
- (5) Whether he has been convicted of a violation of any of the laws of the state or of this Code or other ordinances of the city and, if so, when and of what offense, and the sentence of the court.
- (6) Whether the applicant consents to a criminal background check through the Georgia Crime Information Center (GCIC).

Sec. 90-19. - Qualifications of applicant.

An applicant for a driver's permit under this article must:

- (1) Not be less than 18 years of age.
- (2) Have no physical infirmity provided for in 49 CFR 391.41(b), as from time to time amended, which makes such applicant an unsafe taxicab driver.
- (3) Not have been convicted of operating a motor vehicle while under the influence of intoxicating beverages or drugs within two years or convicted of any drug violation within three years prior to the date of the application for such permit, or have been convicted of reckless driving or aggressive driving within one year prior to the date of the application for such permit, or been convicted of any of these offenses three or more times within three years prior to the date of the application for such permit. No permit shall be issued to any person who has been convicted of any crime relating to transporting persons for immoral purposes (prostitution, solicitation for prostitution, or any sex-related offense), or convicted of murder, rape, armed robbery, aggravated child molestation, aggravated sodomy, aggravated sexual battery and voluntary manslaughter, or who is listed as an offender in the Georgia Sexual Offender Registry maintained by the Georgia Bureau of Investigation. In regard to any other felony offense not listed above, no permit shall be issued to any person who has been convicted of any felony not listed above in the last three years. A plea of nolo contendere to any of the offenses set out in this section shall be deemed a conviction.
- (4) Be a citizen of the United States or an alien admitted for permanent residence or who has otherwise been granted employment authorization by the United States Immigration and Naturalization Services.
- (5) Be a resident of the state for at least three months immediately preceding the date of application.

Sec. 90-20. - Photographs of applicant.

Before any permit is granted under this division, the City Clerk shall take two photographs of the applicant. One photograph shall be attached permanently to the driver's permit for display in the vehicle which the applicant is to drive, and the second photograph shall be filed for record by the City Clerk.

Sec. 90-21. - Current state driver's license required.

Any person applying for a taxicab driver's permit under this division must show that he has a current motor vehicle operator's license issued or approved by the state, and that the license is not under suspension or revocation.

Sec. 90-22. - Police investigation of applicant.

The City Clerk shall conduct an investigation of each applicant for a taxicab driver's permit; and a report of such investigation and a copy of the traffic and police record of the applicant, if any, shall be attached to the application.

Sec. 90-23. - Examination of applicant; issuance or denial of permit.

(a) Upon proper completion of the application and payment of fees, the City Clerk shall review the application and conduct such investigation and hearings as deemed necessary. After investigation, the City Clerk shall grant or deny the permit. If the City Clerk denies the permit, the reasons for the denial shall be reduced to writing and mailed to the applicant via certified mail as notice of the denial of the permit.

(b) If the City Clerk denies the license the applicant shall have the right to appeal the denial of the license to the Mayor and City Council by filing a written notice of appeal with the City Clerk within FORTY-FIVE (45) days of the City Clerk mailing notice of the denial of the license.

(c) Upon the applicant filing a timely notice of appeal, the City Clerk shall place the matter on the agenda for the next available City Council meeting for hearing.

(d) Upon a finding by clear and convincing evidence of rehabilitation from prior criminal conduct referenced in Section 90-19(3), the Mayor and City Council are authorized to reverse the decision of the City Clerk's denial of the license and grant the applicant a license.

(e) Upon a finding by clear and convincing evidence that physical infirmity referenced in Section 90-19(2) does not render the applicant unsafe to drive a taxi, the Mayor and City Council are authorized to reverse the decision of the City Clerk's denial of the license and grant the applicant a license. In making this determination the Mayor and City Council shall be guided by the physical qualification requirements contained *49 CFR 391.41(b)* as from time to time amended.

Sec. 90-24. - Permit to be displayed.

The permit issued under the provisions of this division shall be placed on display in the taxicab to be operated by the holder of the permit in a display case or holder designed for that purpose on the dashboard or on the sun visor facing the passenger compartment, in the clear view of the passengers at all times when the taxicab is for hire.

Sec. 90-25. - Alteration of permits prohibited.

It shall be unlawful for any person willfully to alter, deface, obliterate or destroy a taxicab driver's permit or cause or allow such behavior.

Sec. 90-26. - Not transferable.

Any taxicab driver's permit issued under this division is not transferable from one company to another and is to be used solely by the person to whom it is issued.

Sec. 90-27. - Duration; renewal.

Any taxicab driver's permit issued under this division shall be in effect for 12 months from the date of issue. Permits may be renewed, upon application and payment of the annual fee as set on the schedule of fees, for each 12-month period thereafter unless the permit for the preceding period has been revoked or is under suspension.

Sec. 90-28. - Suspension.

(a) The City marshal shall have the authority to suspend a taxicab driver's permit for the following reasons:

- (1) The driver is charged with operating a motor vehicle while under the influence of intoxicating beverages or drugs, reckless driving, aggressive driving, or any felony.
- (2) Making any false statement in the application for the permit; or
- (3) Operating a taxicab in violation of any provisions of this article or applicable state law.

(b) The suspension of a taxicab driver's permit for the above reasons, may be appealed to the city manager as provided for in section 90-37.

Sec. 90-29. - Revocation.

If any driver holding a permit under this division at any time ceases to meet the qualifications described in this division, or fails to correct satisfactorily any false statement made in the application for the permit, or fails to operate his taxicab in accordance with the provisions of this article, he may have his permit permanently revoked by the city manager or temporarily suspended by the city marshal.

Sec. 90-30. - Driving after suspension or revocation prohibited.

It shall be unlawful for any person to operate a motor vehicle for hire or taxicab for the carriage of passengers during any period in which his permit to do so is suspended or revoked in accordance with the provisions of this division.

Sec. 90-31. - Administrative hearing.

(a) The city marshal shall have authority to suspend a taxicab driver's permit up to six months. The city marshal may recommend revocation of a permit to the city manager.

(b) Any decision of the city marshal to suspend a taxicab driver's permit may be immediately appealed within ten days by the taxicab driver in writing to the city manager.

(c) Any appeal of a suspension or recommendation for revocation by the city marshal shall require an administrative hearing. Such hearing shall be informal and shall be presided over by the city manager or his designee. The decision of the city manager shall be provided to the taxicab driver in writing within ten days of the hearing. The decision of the city manager shall be final unless appealed to the Mayor and City Council by filing a Notice of Appeal with the city clerk within ten days of the city manager's issuance of his written decision. If the city manager affirms the suspension or approves the recommendation of revocation, and the licensee files a timely Notice of Appeal to the City Council, the Mayor and City Council shall hear the appeal at a regular or special meeting of the City Council as soon as reasonably possible but not later than THIRTY (30) days from the filing of the Notice of Appeal. The City Council shall have authority to reverse the city manager's suspension or revocation. The license shall remain suspended during the pendency of the appeal.

(d) If a taxicab driver is suspended three times within any three-year period, and if each appealed suspension is upheld, the fourth such suspension with such three-year period shall be for a period of one year.

SECTION 2. The above amendments to Chapter 90 of the Statesboro Code of Ordinances shall be effective for all taxi cab licenses issued for the 2014 calendar year, and all following years.

SECTION 3. All licenses for vehicles for hire valid for calendar year 2013 shall be governed by the Vehicles for Hire Ordinance contained in Chapter 90 of the Statesboro Code of Ordinances in effect as of January 1, 2013.

SECTION 4. All other sections of the Code of Ordinances, City of Statesboro, Georgia not here expressly amended here remain in full force and effect.

SECTION 5. Should any section, subsection, or provision of this ordinance be ruled invalid by a court of competent jurisdiction, then all other sections, subsections, and provisions of this ordinance shall remain in full force and effect.

SECTION 6. This Ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading: October 1st, 2013

Second Reading: November 5th, 2013

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk

RESOLUTION 2013-39: A RESOLUTION ADOPTING A SCHEDULE OF FEES PURSUANT TO THE TAXI CAB ORDINANCE, CHAPTER 90 OF THE STATESBORO CODE OF ORDINANCES

THAT WHEREAS, the Mayor and City Council of Statesboro is adopting an ordinance amending Chapter 90 of the Statesboro Code of Ordinances that regulates taxi cabs within the corporate limits of the City; and

WHEREAS, the ordinance amending Chapter 90 of the Statesboro Code of Ordinances that regulates taxi cabs within the corporate limits of the City shall become effective for all taxi cab licenses issued for the 2014 calendar year; and

WHEREAS, the ordinance amending Chapter 90 of the Statesboro Code of Ordinances requires that a Schedule of Fees be adopted;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. That the Schedule of Fees attached to this resolution as Exhibit A shall be the fees charged pursuant to the ordinance amending Chapter 90 of the Statesboro Code of Ordinances that regulates taxi cabs within the corporate limits of City;

Section 2. That this Schedule of Fees shall be applicable to all licenses issued pursuant to Chapter 90 of the Statesboro Code of Ordinances for calendar year 2014 and all subsequent years unless further amended.

Section 3. Should any section, subsection, or provision of this ordinance be ruled invalid by a court of competent jurisdiction, then all other sections, subsections, and provisions of this ordinance shall remain in full force and effect.

Section 4. This Ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

Adopted this ___ day of ____, 2013

CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk

EXHIBIT A

Schedule of Fees

Taxi Cab Owners – Section 90-9 of the City of Statesboro Ordinance

Application Fee	\$35.00
Flat Fee	\$85.00
Per Employee Fee	\$20.00
Regulatory Fee	\$75.00
Background Fee (UPS)	\$36.25

Renewals for Taxi Cab Owners

Flat Fee	\$85.00
Per Employee Fee	\$20.00
Regulatory Fee	\$75.00

Taxi Cab Drivers- Section 90-27 of the City of Statesboro Ordinance

Application Fee	\$20.00
Fingerprinting (UPS Store)	\$36.25

Renewals for Taxi Cab Drivers

Application Fee	\$20.00
-----------------	---------

**ORDINANCE 2013-21: AN ORDINANCE REGARDING SPEED LIMIT
ENFORCEMENT USING SPEED DETECTION DEVICES**

THAT WHEREAS, the City of Statesboro has numerous streets and highways, some local, state, and federal, which must be patrolled within the City Limits; and

WHEREAS, part of the reason for patrolling is to monitor and enforce speed limits on these streets and highways; and

WHEREAS, the State Department of Transportation must approve a list of such streets periodically upon which the speed limits may be enforced using speed detection devices, and the Department, the Statesboro Director of Public Safety and City Engineer of said streets have conferred and recommended the attached list of streets;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled as follows:

Section 1. That the City of Statesboro hereby request that the list of roadways, List Number 09252013, attached hereto and incorporated herein as a part of this Ordinance, be approved by Georgia Department of Transportation for the use of speed detection devices.

Section 2. That the City of Statesboro hereby approves the list of roadways, List Number 09252013, attached hereto and incorporated herein as a part of this Ordinance, as the adopted speed limits for the streets named therein.

Section 3. That this Ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading: October 15, 2013

Second Reading: November 5, 2013

MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Date

Attest: Sue Starling, City Clerk

Date



Memo

To: Frank Parker, City Manager
From: Robert Cheshire, P.E., City Engineer *RC*
Marcos Trejo Jr., Engineer I *MT*
Date: October 2, 2013
Re: List of Roads for Statesboro Speed Limit Ordinance

Mr. Parker,

Attached for Mayor and City Council's consideration and adoption is the 2013 List of City Street Speed Limits as recommended by the City Engineering Department and approved by Georgia Department of Transportation (GDOT). The Engineering Division has been working along with the Police Department and GDOT on updating the current speed limit list for Statesboro's streets and roads. The next step is for the list to be adopted as an ordinance by the Mayor and City Council.

Adoption of this document by Mayor and City council is one of the steps required by the state to allow the use of approved speed detection devices (SDD) (e.g. radar or laser detectors) to enforce city and state speed limits inside Statesboro's city limits. This process is repeated every three years or when major speed changes occur within the city limits. After the document has been adopted by City Council and signed by the Mayor, they will be sent back to GDOT for documentation and filing.

The entire process will culminate with the Department of Public Safety issuing the City of Statesboro a SDD Certificate that allows us to use approved SDDs to enforce speeds for a period of three years. At present, the City of Statesboro has a SDD Certificate set to expire on December 31, 2013.

The adoption of the 2013 List of City Streets Speed Limits is a recurring process for the City of Statesboro, with the goal of being certified to use SDD to enforce speed limits within the city limits. If you have any questions please let us know and we will clarify further. Thank you for your consideration of this request.

Attachments: GDOT Cover Letter
List of Streets Speed Limits for the City of Statesboro

Cc: Brad Deal, P.E., Assistant City Engineer
Wendell Turner, Public Safety Director



September 26, 2013

**RE: List Number 09262013
City of Statesboro, Bulloch County**

LIST OF ROADWAYS – REVISION

Brad Deal, P.E.
Assistant City Engineer
City of Statesboro
P.O. Box 348
Statesboro, Georgia 30459

Dear Mr. Deal:

Attached are two (2) copies of a proposed list of roadways for the Speed Ordinance in Bulloch County. Please have this list adopted by your council and **return one (1) of the original, signed copies (with original signatures)**, to this office (PO Box 610, Jesup, GA 31598) for filing (**any changes or photocopies are not acceptable**).

If you have any questions or comments, please contact Doug Stephens of this office at (912) 427-5766 or P.O. Box 610, Jesup, Georgia 31598.

Yours very truly,

FOR: Karon L. Ivery
District Engineer

A handwritten signature in blue ink that reads "Robert T. McCall" with a stylized flourish at the end.

BY: Robert T. McCall
District Traffic Engineer

RTM:djs

The City of Statesboro is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
for
CITY OF STATESBORO

ON-SYSTEM

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 24	STATESBORO	S.R. 26/US 80	0.00	CR 459 Packing House Rd.	0.33	0.33	35
S.R. 24	STATESBORO	CR 459 Packing House Rd.	0.33	S.R. 73 Bypass	1.12	0.79	45
S.R. 24	STATESBORO	S.R. 73 Bypass	1.12	CR 340 Beasley Rd. (E. Statesboro City Limits)	1.72	0.60	45
S.R. 26 US 80	STATESBORO	0.07 mi. West of CR 692 Fox Lake Rd. (W. Statesboro City Limits)	16.00	CR 622 Williams Rd.	16.87	0.87	45
S.R. 26 US 80	STATESBORO	CR 622 Williams Rd.	16.87	S.R. 24	18.37	1.50	35
S.R. 26 US 80	STATESBORO	S.R. 24	18.37	S.R. 73 Bypass	19.70	1.33	40
S.R. 26 US 80	STATESBORO	S.R. 73 Bypass	19.70	0.06 mi. West of CR 342 Rushing Rd. (E. Statesboro City Limits)	20.72	1.02	45
S.R. 67	STATESBORO	0.22 mi. South of S.R. 67 Bypass (S. Statesboro City Limits)	16.90	CS 673 Gentilly Rd.	18.43	1.53	45
S.R. 67	STATESBORO	CS 673 Gentilly Rd.	18.43	CS 699 Zetterower Ave.	19.35	0.92	35
S.R. 67	STATESBORO	CS 699 Zetterower Ave.	19.35	S.R. 73/US 301	19.74	0.39	30
S.R. 67	STATESBORO	S.R. 73/US 301	19.74	CS 702 East Cherry St.	20.24	0.50	35
S.R. 67	STATESBORO	CS 702 East Cherry St.	20.24	S.R. 26/US 80	20.81	0.57	30
S.R. 67 BYPASS	STATESBORO	S.R. 67	0.00	0.15 miles south of Old Register Rd (S. Statesboro City Limits)	2.15	2.15	50
S.R. 73 US 301	STATESBORO	S.R. 67 Bypass (S. Statesboro City Limits)	12.18	0.10 mi. south of Rucker Lane.	12.73	0.55	45
S.R. 73 US 301	STATESBORO	0.10 mi. south of Rucker Lane.	12.73	S.R. 67	14.14	1.71	35

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 73 US 301	STATESBORO	<i>This segment of roadway runs common with State Route 67 from M.P. 14.14 to M.P. 15.21.</i>					
S.R. 73 US 301	STATESBORO	S.R. 26/US 80	15.21	CR 451 Shelby St.	15.89	0.68	35
S.R. 73 US 301	STATESBORO	CR 451 Shelby St.	15.89	S.R. 73 Bypass (N. Statesboro City Limits)	16.80	0.91	45
S.R. 73 BYPASS	STATESBORO	S.R. 73/US 301	0.00	0.28 mi. North of S.R. 26/US 80	2.17	2.17	55
S.R. 73 BYPASS	STATESBORO	0.28 mi. North of S.R. 26/US 80	2.17	0.28 mi. South of Brannen St. Conn.	2.73	0.56	45
S.R. 73 BYPASS	STATESBORO	0.28 mi. South of Brannen St. Conn	2.73	S.R. 67	4.53	1.80	50
S.R. 73 BYPASS	STATESBORO	0.15 miles south of Old Register Rd.	2.15	0.21 North of S.R. 73/US 301 S. (Statesboro city limits)	2.80	0.65	45

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Beasley Rd.	STATESBORO	East Main St.	Jones Mill Rd.	0.90	35
Beasley SCHOOL ZONE	STATESBORO Mill Creek Elementary	East Main St.	Brannen Rd.	0.33	25
Beasley Rd.	STATESBORO	Jones Mill Rd.	Northside Dr. East	0.80	45
Bermuda Run Rd.	STATESBORO	Fair Rd.	Brampton Ave.	0.47	35
Brampton Ave.	STATESBORO	Fair Rd.	SR 73 Bypass	0.62	35
Brannen St.	STATESBORO	Fair Rd.	Gentilly Rd.	0.92	25
Brannen St.	STATESBORO	Gentilly Rd.	Cawana Rd.	1.19	35
Brannen St. SCHOOL ZONE	STATESBORO Sallie Zetterower School	Clairborne Ave.	Gentilly Rd.	0.10	25
Broad St.	STATESBORO	Savannah Ave.	Brannen St.	0.60	25
Bruce Dr.	STATESBORO	Vista Circle	Shady Trail	0.60	25
Bulloch St.	STATESBORO	South Main St.	Johnson St.	0.60	25
Carmel Dr.	STATESBORO	Northside Dr.	Lee St.	0.30	25
Cawana Rd	STATESBORO	E. Northside Dr.	Brannen St.	0.28	30
Cawana Rd. School Zone	STATESBORO Sallie Zetterower School	0.24 mi. north of Barrett Dr.	250 ft. north of Barrett Dr.	0.21	35
Chandler Rd.	STATESBORO	Fair Rd.	Lanier Dr.	1.10	30
College Blvd.	STATESBORO	Stillwell St.	Savannah Ave.	0.60	25
Cromartie Dr.	STATESBORO	West Jones St.	Bruce Dr.	0.40	25

LIST NUMBER 09252013

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Debbie Dr.	STATESBORO	North Main St.	Aldred Ave.	0.40	25
Debbie Dr. SCHOOL ZONE	STATESBORO <i>Mattie Lively Elementary</i>	0.03 mi. west of North Main St.	0.03 mi. east of Aldred	0.37	25
Denmark St.	STATESBORO	City Limits/Altman St.	Johnson	0.50	30
Donaldson St.	STATESBORO	Stillwell St.	Savannah Ave.	0.60	25
Donnie Simmons Way	STATESBORO	Carver St.	Stockyard Rd.	0.60	30
East Grady St.	STATESBORO	South Main St.	Deanna Dr.	1.00	25
East Jones St.	STATESBORO	South Main St.	Gentilly Rd.	0.90	25
East Main St.	STATESBORO	South Main St.	South Zetterower Ave.	0.33	25
East Main St.	STATESBORO	South Zetterower Ave.	E. Northside Dr.	0.28	30
East Olliff St.	STATESBORO	North Main St.	Packinghouse Rd.	1.00	30
Fleming Dr.	STATESBORO	Lester Rd.	Carmel St.	0.40	30
Fleming Dr. SCHOOL ZONE	STATESBORO <i>Statesboro High School</i>	Lester Rd.	500 West of Marsham Dr.	0.31	25
Fletcher Dr.	STATESBORO	North Main St.	City Limits	0.40	25
Foss St.	STATESBORO	Donnie Simmons Way	West Main St.	0.30	30
Foss St. SCHOOL ZONE	STATESBORO <i>Julia P. Bryant Elementary School</i>	West Main St.	Donnie Simmons Way	0.20	25
Georgia Ave.	STATESBORO	Chandler Rd.	Fair Rd.	0.60	30
Gentilly Rd.	STATESBORO	East Grady St.	Fair Rd.	1.20	35
Greenbriar Trail	STATESBORO	Wildwood Dr.	Wood Valley	0.30	25
Harden Dr.	STATESBORO	West Jones St.	Bruce Dr.	0.50	25
Hill St.	STATESBORO	North Main St.	North Gordon St.	0.52	25
Jef Rd.	STATESBORO	North Main St.	Zetterower Rd.	0.40	25
Jewel Dr.	STATESBORO	North College St.	West Parrish Sr.	0.50	25
Johnson St.	STATESBORO	West Jones St.	West Main St.	0.70	30
Jones Mill Rd.	STATESBORO	Lester Rd.	Beasley Rd.	0.90	35
Knight Dr.	STATESBORO	Harvey St.	Chandler Rd.	0.40	25
Lanier Rd.	STATESBORO	North Main St.	Zetterower Rd.	0.30	25
Lanier Dr.	STATESBORO	Georgia Ave.	City Limits/ 650 ft. south of SR 73 Bypass	1.15	35
Lee St.	STATESBORO	Northside Dr.	East Main St.	0.30	25
Lester Rd.	STATESBORO	Northside Dr.	East Main St.	0.80	35
Lester Rd. SCHOOL ZONE	STATESBORO <i>Statesboro High School</i>	500 ft. N. of Northside Dr. E.	1000 ft. N. of Fleming Dr.	0.60	25
Lovett Rd.	STATESBORO	E. Northside Dr.	Brannen St.	0.35	30
Martin Luther King Dr.	STATESBORO	West Main St.	West Parrish St.	0.70	30
Marvin Ave.	STATESBORO	Gentilly Rd.	Fair Rd.	0.40	25
Matthews Rd.	STATESBORO	East Parrish St.	City Limits/Fletcher	0.90	35
Miller St.	STATESBORO	Northside Dr. W.	City Limits/1,172 ft. northwest of Stockyard Rd.	0.70	35
Morris St.	STATESBORO	Donnie Simmons Way	Proctor St.	0.30	25
North College St.	STATESBORO	Pinewood Dr.	West Main St.	1.00	35

LIST NUMBER 09252013

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
North Edgewood Dr.	STATESBORO	Gentilly Rd.	Windsor Way	0.80	25
North Main St.	STATESBORO	Parrish St.	Fletcher Dr.	1.10	35
North Main St.	STATESBORO	Fletcher Dr.	City Limits/Zetterower Rd.	0.70	45
North Mulberry St.	STATESBORO	East Olliff St.	East Main St.	0.40	25
Old Register Rd.	STATESBORO	South Main St.	City Limits/SR 73 Bypass	0.80	35
Packinghouse Rd.	STATESBORO	SR 73/US 301	East Main St.	0.80	45
Park Ave.	STATESBORO	Stillwell St.	Savannah Ave.	0.60	25
Pegwen Blvd.	STATESBORO	Northside Dr.	Jones Mill Rd.	0.80	25
Pitt-Moore Rd.	STATESBORO	Gentilly Rd.	Fair Rd.	0.60	25
Pine Needle Dr.	STATESBORO	Wildwood Dr.	Oak Leaf Dr.	0.30	25
Proctor St.	STATESBORO	West Main St.	Martin Luther King Dr.	0.39	25
Rucker Lane	STATESBORO	South Main St.	1400 Ft. North-West of South Main Street	0.28	25
Savannah Ave.	STATESBORO	East Main St.	Northside Dr.	0.90	30
South College St.	STATESBORO	West Main St.	Azalea Dr.	1.30	30
South Edgewood Dr.	STATESBORO	Gentilly Rd.	Windsor Way	0.70	25
South Mulberry St.	STATESBORO	East Jones St.	Savannah Ave.	0.40	25
Stockyard Rd.	STATESBORO	West Main	Northside Dr. West	0.60	35
Stockyard Rd. SCHOOL ZONE	STATESBORO Julia P. Bryant Elementary School	West Main St.	Donnie Simmons Way	0.20	25
Tillman Rd.	STATESBORO	South Main St.	Fair Rd.	0.20	35
Wendwood Dr.	STATESBORO	Gentilly Rd.	Ed Moore Ct.	0.60	25
West Grady St.	STATESBORO	South Main St.	Parker St.	0.50	25
West Jones Ave.	STATESBORO	City Limit/Country Club Rd.	Johnson St.	0.40	35
West Jones Ave.	STATESBORO	Johnson St.	South Main St.	0.80	30
West Main St.	STATESBORO	College St.	City Limits/Stockyard Rd.	1.00	30
West Main St.	STATESBORO	South Main St.	College St.	0.14	25
West Main St.	STATESBORO Julia P. Bryant Elementary School	Proctor St.	City Limits/ 385 ft. west of Stockyard Rd.	0.31	25
West Parrish St.	STATESBORO	Northside Dr.	North Main St.	0.70	35
Wildwood Dr.	STATESBORO	Fair Rd.	Wood Valley	0.40	25
Williams Rd.	STATESBORO	Martin Luther King Dr.	Stockyard Rd.	0.70	25
Williams Rd.	STATESBORO	Stockyard Rd.	City Limits/Timber Rd.	0.25	45
Whispering Pines Ave.	STATESBORO	Cypress Lake Rd.	Cul-de-sac/ Dead End	0.64	25
Woodlawn Dr.	STATESBORO	Fair Rd.	Chelsea Circle	0.40	25

LIST NUMBER 09252013

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Zetterower Ave.	STATESBORO	East Parrish St.	Fair Rd.	1.70	35
Zetterower Rd.	STATESBORO	North Main St.	Northside Dr. West	1.40	35

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

 Mayor, City of Statesboro

Sworn and Subscribed before me
 This _____ day of _____, _____.

 Clerk



HUSSEY, GAY, BELL & DEYOUNG INTERNATIONAL, INC.
ENGINEERS & ARCHITECTS

October 10, 2013

Mr. Wayne Johnson
City of Statesboro
302 Briar Wood Road
Statesboro, Georgia 30458

**RE: STP Generator Replacement
For the City of Statesboro**

Dear Mr. Johnson:

Forwarded herewith are three (3) copies of proposed Change Order No. 1 for the above referenced project. Please have executed on behalf of the City of Statesboro and return all copies to me for distribution.

Call me if you have any questions.

Sincerely,

INMAN BEASLEY
Manager-Construction Division

IB:jg

Enclosures

Cc: Ms. Stella Roberson
Mr. Bill Lovett



Hussey, Gay, Bell & DeYoung, Inc. Consulting Engineers
 P.O. Box 14247
 Savannah, Georgia 31416

Change Order

Contractor's Name & Address: Ms. Tammy Smith/ President
 Copper Construction Company, Inc.
 410 McIntosh Street
 Vidalia, GA 30474

Date: September 18, 2013	Job #: 112259851.14	Change Order No. 1
---------------------------------	----------------------------	---------------------------

RE: STP Generator Replacement
 For the City of Statesboro

Description of Work to be Added, Deleted or Substituted:

Replacing Breakers (see attached Exhibit)

Justification: Additional work due to electrical Requirements

Revised Completion Date: N/A

Original Contract Amount.....	\$ 427,745.00
Total Add/Delete Previous Change Order.....	\$ -0-
Total Add This Change Order.....	\$ 20,076.30
Revised Contract Amount.....	\$ 447,821.30

This change order amends above referenced contract and is subject to all terms and conditions stated in original contract.

Recommended By: [Signature] **Date:** September 18, 2013
 Engineer: Hussey, Gay, Bell & DeYoung, Inc.

Accepted By: [Signature] **Date:** 10/8/13
 Contractor: COPPER CONSTRUCTION COMPANY

Approved By: _____ **Date:** _____
 Owner:

STP Generator Replacement
Change Order No. 1 - Exhibit

9/18/2013

Material

Panel MCC-EA

HFD3200 Feeder for EHA	1		\$1,943.75
HFD2020 Feeder for CPT	1		\$551.25
HFD3040 Feeder for Condensing Unit	1		\$718.75
HFD3040	1		\$718.75

Panel MCC-A

HFD3040 Feeder for Water Heater	1		\$718.75
HFD3100 Spare	1		\$888.75
HFD3025 Feeder for Panel C	1		\$718.75
HFD3030 Feeder for Aeration Base Portable Pump	1		\$718.75
HFD2015 Feeder for CPT	1		\$551.25

Panel EHA-1

FD1020	3		\$581.25
FD3030	1		\$543.75
FD3100	1		\$610.00

Panel EHA-2

FD1020	12		\$2,325.00
FD3040	2		<u>\$1,087.50</u>

Material			\$12,676.25
Sales Tax			<u>\$1,014.10</u>
Total Material			\$13,690.35

Labor

Forcemain	1	45 hrs	\$1,125.00
Electrician	1	45 hrs	<u>\$1,125.00</u>

Labor			\$2,250.00
Labor Tax			<u>\$675.00</u>
Total Labor			\$2,925.00

Equipment Rental

Freight on Breakers	1		\$300.00
Foreman Truck	1	5 days	<u>\$200.00</u>
			\$500.00

Total Material			\$13,690.35
Total Labor			\$2,925.00
Total Equipment Rental			<u>\$500.00</u>
Total			\$17,115.35
15% Overhead			<u>\$2,567.30</u>
			\$19,682.65
Bond			\$393.65
TOTAL:			\$20,076.30



410 MCINTOSH STREET
 VIDALIA, GEORGIA 30474
 PHONE: (912) 537-6420 FAX: (912) 537-3214

August 28, 2013

Hussey, Gay, Bell & DeYoung
 329 Commercial Dr
 Savannah, GA 31416

Attn: Inman Beasley

Re: STP Generator Replacement

Re: Replacing Breakers

The following Cost Proposal is for replacing breakers as per Charles Cobb's request. Note that we will be using the existing hardware with new breakers. If new hardware is required then that cost will be sent to you at a later date.

Cost breakdown as follows:

Material

Panel MCC-EA			
1	HFD3200 Feeder for EHA	\$	1,943.75
1	HFD2020 Feeder for CPT	\$	551.25
1	HFD3040 Feeder for Condensing Unit	\$	718.75
1	HFD3040 Feeder for Condensing Unit	\$	718.75
Panel MCC-A			
1	HFD3040 Feeder for Water Heater	\$	718.75
1	HFD3100 Spare	\$	888.75
1	HFD3025 Feeder for Panel C	\$	718.75
1	HFD3030 Feeder for Aeration Base Portable Pump	\$	718.75
1	HFD2015 Feeder for CPT	\$	551.25
Panel EHA-1			
3	FD1020	\$	581.25
1	FD3030	\$	543.75
1	FD3100	\$	610.00
Panel EHA-2			
12	FD1020	\$	2,325.00
2	FD3040	\$	1,087.50
	Material	\$	12,676.25
	Sales Tax	\$	1,014.10
	Total Material	\$	13,690.35

Labor

1	Foreman	45 hrs	\$	1,125.00
1	Electrician	45 hrs	\$	1,125.00
	Labor		\$	2,250.00
	Labor Tax		\$	675.00
	Total Labor			2,925.00

Equipment Rental

1	Freight on Breakers		\$	300.00
1	Foreman Truck	5 days	\$	200.00
			\$	500.00

Total Material	\$	13,690.35
Total Labor	\$	2,925.00
Total Equipment Rental	\$	500.00
Total		17,115.35
	15% Overhead	\$ 2,567.30
		\$ 19,682.65
	Bond	\$ 393.65
	Total	\$ 20,076.30

Thank You,

Andy Page
 AP/lb

Andy Page

From: Leggette, Chris [cleggette@cedsav.com]
Sent: Tuesday, August 27, 2013 2:20 PM
To: apage@copperga.com
Subject: FW: Statesboro WWTP replacement breakers

Andy,
According to Aaron the existing breakers and the replacement breakers should use the same mounting hardware.
thanks,
Chris

From: Leggette, Chris
Sent: Tuesday, August 27, 2013 10:00 AM
To: Kenny Pauly
Subject: RE: Statesboro WWTP replacement breakers

Kenny,
Please below pricing .
thanks,
Chris

MCC-EA

HFD3200 \$1943.75 (FEED FOR EHA)
HFD2020 \$551.25 (FEEDER FOR CPT)
HFD3040 \$718.75 (FEEDER FOR CONDENSING UNIT)
HFD3040 \$718.75 (FEEDER FOR CONDENSING UNIT)

MCC-A

HFD3040 \$718.75 (FEEDER FOR WATER HEATER)
HFD3100 \$888.75 (SPARE)
HFD3025 \$718.75 (FEEDER FOR PANEL C)
HFD3030 \$718.75 (FEEDER FOR AERATION BASE PORTABLE PUMP)
HFD2015 \$551.25 (FEEDER FOR CPT)

EHA-1

FD1020 \$193.75 (3 TOTAL)
FD3030 \$543.75
FD3100 \$610.00

EHA-2

FD1020 \$193.75 (12 TOTAL)
FD3040 \$ 543.75 (2 TOTAL)

\$12,000 +



President

Beth English
Mayor Pro Tem, Vienna

First Vice President

Keith Brady
Mayor, Newnan

Second Vice President

Mike Bodker
Mayor, Johns Creek

Third Vice President

Edna Jackson
Mayor, Savannah

Immediate Past President

John Reid
Mayor, Eatonton

Executive Director

Lamar Norton

October 29, 2013

Ms. Cindy West
Director of Finance
City of Statesboro
PO Box 348
Statesboro, GA 30459-0348

Re: 1998 Georgia Local Government Equipment Lease Pool

Dear Ms. West:

Please find enclosed documents (lease number 117-27) necessary to complete the lease schedule for the City's 2013 Ford F-250 in the amount of \$25,264.00.

Please return the executed lease schedule to me at the Georgia Municipal Association at your earliest convenience, but no later than November 20, 2013. Upon timely receipt of these documents, the Pool Trustee (The Bank of New York Mellon) will transfer funds for the requested amount as per the City's payment instructions on December 2, 2013.

If you have any questions please contact me at (678) 686-6264.

Sincerely,

A handwritten signature in black ink that reads "Matt Williams". The signature is written in a cursive style with a prominent flourish at the end.

Matt Williams
Financial Services Program Manager

/MW
Enclosures

DRAW REQUEST FORM

Date: October 14, 2013

Lessee's Name: City of Statesboro

I.D. Number: 117-27

Contact Person: Cindy West

Phone Number: (912) 764-0642

Proposed Equipment Deposit Period (Term): 3 Years

Amount Requested: \$25,264.00

Items to be financed (attached invoice(s)): 2012 F-250 Pickup

Payment Instructions: BB&T, City of Statesboro Sweep Investment Account

Routing # 061113415 Acct # 5146001736

Signed: _____

Title: _____

Please deliver this draw request along with the invoice(s) to:

1998 Georgia Local Government Equipment Lease Pool
C/O Georgia Municipal Association
Attention: Financial Service Programs Manager
201 Pryor Street, SW
Atlanta, Georgia 30303

Facsimile: 678-686-6364

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned City of Statesboro (the "Assignor"), a municipal corporation or political subdivision created and existing under the laws of the State of Georgia, hereby GRANTS, BARGAINS, SELLS, ASSIGNS, DELIVERS, TRANSFERS, AND SETS OVER unto Georgia Municipal Association, Inc., a nonprofit corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, and its successors and assigns, all of its right, title, and interest in and to the following items:

- (A) all of the equipment which is described in Exhibit A, Schedule B-117-27 hereto; and
- (B) all guaranties, warranties, and agreements given with respect to such equipment;

TO HAVE AND TO HOLD all of the same free and clear from any lien or encumbrance whatsoever, for the exclusive use and benefit of itself and its successors and assigns forever.

The conveyances accomplished in this Bill of Sale and Assignment are AS IS, WHERE IS, and without any representation or warranty of fitness, merchantability, or fitness for a particular purpose.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed and delivered on this ____ day of _____, 2013

City of Statesboro

BY: _____

Title:

SCHEDULE A

PAYMENT REQUEST FORM NO. 117-27

SECTION I - PAYMENT REQUEST

The Bank of New York, as escrow agent (the "Escrow Agent"), under the 1998A Escrow Agreement (the "Escrow Agreement"), dated as of June 1, 1998, among the Escrow Agent, Georgia Municipal Association, Inc. ("Lessor"), and the undersigned Lessee ("Lessee"), is hereby requested to pay, from the Initial/Renewal Account of the Equipment Fund held under the Escrow Agreement, to the persons, firms, or corporations designated below as payee, the amount set forth opposite each such name, in payment of the invoice or installation cost of the Equipment designated opposite such payee's name. The Equipment comprises all or a portion of the Equipment described in the Description of Equipment attached as a schedule B to Exhibit A of the 1998A Master Lease and Option Agreement (the "Lease"), dated as of June 1, 1998, between Lessor and Lessee.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>
See attached Draw Request Form for payee and payment instructions	\$25,264.00	2013 Ford F-250

The undersigned hereby certifies that the attached manufacturer's or dealer's invoice is a duplicate original or certified copy of the order, delivery, and acceptance of the Equipment described in this Payment Request Form.

Dated: _____, 2013

Received and Approved:

City of Statesboro
as Lessee

GEORGIA MUNICIPAL
ASSOCIATION, INC., as Lessor

By: _____

By: _____

Title:

Title: Executive Director

EXHIBIT A - Schedule B-117-27

DESCRIPTION OF THE EQUIPMENT

\$25,264.00	2013 Ford F-250
-------------	-----------------

Certification

Lessee hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment as referred to in the Lease.

LESSEE:

City of Statesboro

By: _____
Title:

EXHIBIT C

ACCEPTANCE CERTIFICATE

Schedule C-117-27

The undersigned, as Lessee under the 1998A Master Lease and Option Agreement (the "Lease"), dated as of June 1, 1998, with Georgia Municipal Association, Inc. ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in Schedule B-117-27 of Exhibit A to the Lease and certifies that such Equipment is in good working order and has been acquired, delivered, and installed in a manner in all respects satisfactory to the undersigned and that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Lease.

This _____ day of _____, 2013.

LESSEE:

City of Statesboro

By: _____
Title:

EXHIBIT D

LEASE SCHEDULES

Lease Schedule D-117-27

This Lease Schedule to that certain 1998A Master Lease and Option Agreement (the "Lease"), dated as of June 1, 1998, by and between Georgia Municipal Association, Inc. ("Lessor") and the undersigned Lessee ("Lessee"), is made by and between the undersigned and shall be effective as of the date set forth below. The terms and conditions of the Lease are hereby incorporated in this Lease Schedule by reference. Unless otherwise indicated, all capitalized terms, when used herein, which are defined in the Lease, are intended to have the same meaning as when used therein.

1. Lessee hereby authorizes Lessor to acquire the Equipment identified on Schedule B-117-27 of Exhibit A.
2. In addition, Lessee hereby
 - a. agrees to lease such Equipment from Lessor effective on the date set forth below, and
 - b. agrees to pay Lessor Equipment Deposits related to such Equipment (calculated as the amount disbursed from the Equipment Fund in connection with such Equipment divided by the hereinafter specified Equipment Deposit Period), in the annual amount of \$8,421.33 equipment Deposit Period of 3 years (which may not exceed the maximum Equipment Deposit specified in Exhibit F to the Lease for such type of Equipment without the approval of the Insurer and which may not extend beyond the date of the last principal component of Rental Payment), all as provided in the Lease.
3. Lessee hereby represents and warrants that all representations, warranties, and covenants made by Lessee in the Lease are true and correct and in full force and effect on the date hereof as if made on the date hereof.
4. Attached hereto for each item of the above-listed Equipment are:
 - (i) Evidence of title in Lessor or its assignee;
 - (ii) Equipment Purchase Approval, if necessary;
 - (iii) Appropriation Certificate;
 - (iv) Acceptance Certificate;
 - (v) U.C.C. Financing Statement; and
 - (vi) Evidence of Insurance in accordance with the Lease.

IN WITNESS WHEREOF, Lessor has executed this Lease Schedule in its corporate name by its duly authorized officer, and Lessee has executed this Lease Schedule in its corporate name with its official seal hereunto affixed and attested by its duly authorized officials, all as of this ___ day of _____, 2013.

LESSOR:

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____

Title: Executive Director

LESSEE:

City of Statesboro

By: _____

Title:

(SEAL)

Attest:

Title:

EXHIBIT E

APPROPRIATION CERTIFICATE

The undersigned officer of the undersigned Lessee ("Lessee") does hereby certify to Lessor and the Insurer that, as of the date hereof:

(i) All principal components of Rental Payments schedule to be paid during the remainder of the current fiscal year has been appropriated and budgeted and such appropriation has not been revoked.

(ii) All interest components of Rental Payments scheduled to be paid during the remainder of the current fiscal year has been appropriated and budgeted and such appropriation has not been revoked.

(iii) All Reserve Deposits, Equipment Deposits, and Rebate Amount scheduled to be paid during the remainder of the current fiscal year has been appropriated and budgeted and such appropriation has not been revoked.

(iv) All annual Additional Rental, calculated at 0.75% of the Lease Amount, scheduled to be paid during the remainder of the current fiscal year has been appropriated and budgeted and such appropriation has not been revoked.

DATED this _____ day of _____, 2013.

City of Statesboro

By: _____
Title:

(SEAL)

Attest:

Title:

PAYMENT SCHEDULE

City of Statesboro 117-27 2013 Ford F-250 Pickup

Supplement Amount: \$25,264.00

Term : 3

Supplement Date: 12/02/13

11/30/14	8,421.33
----------	----------

11/30/15	8,421.33
----------	----------

11/30/16	8,421.34
----------	----------

Total Payments:	25,264.00
-----------------	-----------

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Georgia Municipal Association PO Box 105377 Atlanta, GA 30348 Attn: Financial Services Program Manager

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME City of Statesboro	OR			
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS PO Box 348	CITY Statesboro	STATE GA	POSTAL CODE 30459-0348	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	OR			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME The Bank of New York Mellon, as Trustee	OR			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 900 Ashwood Parkway, Suite 425	CITY Atlanta	STATE GA	POSTAL CODE 30338	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All right, title, and interest in the Equipment (including machinery, equipment, vehicles, and additions, accessories, accessions, modifications, attachments, repairs, replacements and replacement parts thereto and therefor) described in that certain Lease Schedule dated as of 12/2/2013 (117-27) by and between Lessee and Lessor.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input checked="" type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

RESOLUTION 2013-38: A RESOLUTION AUTHORIZING THE OPENING OF A SEPARATE BANK ACCOUNT FOR THE 2013 SPLOST BANK ACCOUNT.

WHEREAS, the City Council entered into an intergovernmental agreement for the use and distribution of Proceeds from the 2013 Special Purpose Local Option Sales Tax with Bulloch County;

WHEREAS, it is required by the intergovernmental agreement, that a separate bank account be established for the 2013 SPLOST proceeds;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia this 5th day of November, 2013 that the City Manager and Director of Finance are hereby authorized and directed to open a new bank account at BB&T for the City of Statesboro's 2013 SPLOST Bank Account.

BE IT FURTHER RESOLVED that any Resolution or parts of a Resolution in conflict herewith are hereby rescinded.

City of Statesboro, Georgia

Joe R. Brannen, Mayor

Sue Starling, City Clerk

RESOLUTION 2013-37: A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE FISCAL YEAR 2014 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

THAT WHEREAS, sound governmental operations require a Budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced Budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed a proposed First Amendment to the Budget from the City Manager that includes some revenues/financing sources and expenditures/expenses not anticipated in the original Budget, and carries forward funding and appropriations for some projects and equipment budgeted in the previous fiscal year, but not purchased by fiscal year-end; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses and any transfers; and

WHEREAS, the Mayor and City Council wish to adopt this First Budget Amendment for Fiscal Year 2014;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Budget Amendment for the City's Fiscal Year 2014 Budget.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget amendment for each fund in the amounts shown anticipated are hereby adopted; and that the several amounts shown in the budget amendment for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments and agencies named in each fund, as amendments to the existing Budget previously adopted.

Section 3. That the "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount

appropriated for a department without a further budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

Section 5. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this **5th day of November, 2013**.

CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk

ATTACHMENT #1

FY 2014 FIRST BUDGET AMENDMENT

100 General Fund:

- Increase in Revenues for Insurance Premium Taxes by \$46,119.
- Public Works Administration
 - Increase Expenditures for Repairs and Maintenance Equipment by \$5,000.
- Engineering Protective Inspections
 - Increase Expenditures for Repairs and Maintenance Equipment by \$5,000.
- Planning
 - Increase Expenditures for Contract Service by \$36,000. Carry forward from FY 2013.

Net effect on Fund is: Increase in Fund Balance of \$119.

210 Confiscated Assets Fund:

- No Changes.

Net effect on Fund is: None

221 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

224 US Department of Justice Grant

- No Changes.

Net effect on Fund is: None.

250 Multiple Grants Fund:

- Increase Revenues for Georgia GBI Grant by \$8,523.
- Increase Expenditures for Small Tools and Equipment by \$8,523.

Net effect on Fund is: None.

270 Statesboro Fire Service Fund:

- No Changes.

Net effect on Fund is: None.

275 Hotel/Motel Fund:

- No Changes.

Net effect on Fund is: None.

286 Technology Fee Fund:

- No Changes.

Net effect on Fund is: None.

322 2007 SPLOST Fund:

- Fire
 - Increase Expenditures for Fire Station Relocation by \$700,000. Carry forward project from FY 2013.
 - Increase Expenditures for Radio Chargers by \$31,854. Carry forward project from FY 2013.
- Streets
 - Increase Expenditures for ENG-28 Street Striping/Signage by \$25,000. Carry forward project from FY2013.
 - Increase Expenditures for ENG-34 Gentilly Sidewalk by \$317,840. Carry forward project from FY2013.
 - Increase Expenditures for ENG-40 Street Resurfacing by \$35,000. Carry forward project from FY2013.
 - Increase Expenditures for ENG-44 Intersection of West Main at College Street by \$375,935. Carry forward project from FY2013.
 - Increase Expenditures for ENG-69 Howard Lumber Ingress/Egress by \$12,500. Carry forward project from FY2013.
 - Increase Expenditures for ENG-101 Traffic Calming by \$5,849. Carry forward project from FY2013.
- Storm Drainage
 - Increase Expenditures for ENG-2 Stormwater Phase 2 by \$94,811. Carry forward project from FY2013.
 - Increase Expenditures for ENG-94 Drainage Improvements by \$25,000. Carry forward project from FY2013.

Net effect on Fund is: Decreases in Fund Balance by \$1,623,789.

323 2013 SPLOST Fund:

- No Changes.

Net effect on Fund is: None.

341 2013 CDBG Fund:

- Increase Revenues by \$200,000.
- Increase Expenditures by \$200,000.

Net effect on Fund is: None.

350 Capital Improvements Program Fund:

- Increase Revenues for GMA Lease Pool by \$68,264.
- Engineering
 - Increase Expenditures for ENG-95 Repaint City Hall by \$32,891. Carry forward project from FY2013.
- Streets
 - Increase Expenditures for ENG-STS-85 Hot Patch Trailer by \$43,000. Carry forward project from FY2013.
- Roadways and Walkways
 - Increase Expenditures for Luetta Moore Trail by \$14,092.

Net effect on Fund is: Decrease in Fund Balance by \$21,719.

505 Water and Sewer Fund:

- Water/Sewer
 - Increase Transfer in From 2013 SPLOST by \$1,150,000.

Net effect on Fund is: Increase in Cash by \$1,150,000.

506 Reclaimed Water System Fund

- No Changes.
- **Net effect on Fund is: None**

515 Natural Gas Fund:

- No Changes.

Net effect on Fund is: None.

541 Solid Waste Collection Fund:

Commercial Division

- No Changes.

Residential Division

- No Changes.

Yardwaste Division

- No Changes.

Net effect on Fund is: None.

542 Solid Waste Disposal Fund:

- No Changes.

Net effect on Fund is: None.

601 Health Insurance Fund:

- No Changes.

Net effect on Fund is: None.

602 Fleet Management Fund:

- No Changes.

Net effect on Fund is: None.

603 Workers Compensation Fund:

- No Changes.

Net effect on Fund is: None.

604 Wellness Fund:

- No Changes.

Net effect on Fund is: None.

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

ADOPTION AGREEMENT

for

City of Statesboro

**Form Volume Submitter Adoption Agreement
Amended and Restated as of January 1, 2007**

TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE.....	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT.....	2
1. ADMINISTRATOR	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE.....	3
6. TYPE OF ADOPTION.....	3
7. EFFECTIVE DATE.....	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	6
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees)	7
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN	8
13. CREDITED SERVICE	8
A. Credited Past Service with Adopting Employer	8
B. Prior Military Service	10
C. Prior Governmental Service.....	11
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	12
14. RETIREMENT ELIGIBILITY.....	14
A. Early Retirement Qualifications	14
B. Normal Retirement Qualifications	14
C. Alternative Normal Retirement Qualifications	15
D. Disability Benefit Qualifications	17
15. RETIREMENT BENEFIT COMPUTATION.....	17
A. Maximum Total Credited Service.....	17
B. Monthly Normal Retirement Benefit Amount.....	18
C. Monthly Early Retirement Benefit Amount	20
D. Monthly Late Retirement Benefit Amount (check one):	21
E. Monthly Disability Benefit Amount	22
F. Minimum/Maximum Benefit For Elected Officials	22
16. In-service distributions; cola.....	23
A. Distributions For Those Who Remain In Service After Normal Retirement.....	23
B. Cost Of Living Adjustment.....	24
C. Re-Employment After Retirement.....	24
17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING	25

A. Eligible Regular Employees25
B. Elected or Appointed Members of the Governing Authority26
18. PRE-RETIREMENT DEATH BENEFITS26
A. In-Service Death Benefit.....26
B. Terminated Vested Death Benefit.....28
19. EMPLOYEE CONTRIBUTIONS29
20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT30
21. TERMINATION OF THE ADOPTION AGREEMENT.....30
22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS30

I. AN ORDINANCE

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

Section 1. The Retirement Plan for the Employees of the City of Statesboro, 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 33]

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 Statesboro, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 348, Statesboro, GA 30459-0348**
Phone: **(912) 764-5468**
Facsimile: **(912) 764-8258**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.46 of Master Plan)

Name: **City Manager**
Address: **P.O. Box 348, Statesboro, GA 30459-0348**
Phone: **(912) 764-5468**
Facsimile: **(912) 764-8258**
E-mail:

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:
Position:
Position:

Pension Committee Secretary: **Director of Human Resources**
Address: **P.O. Box 348, Statesboro, GA 30459-0348**
Phone: **(912) 764-5468**
Facsimile: **(912) 764-8258**
E-mail:

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 Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - To update the Plan to comply with EGTRRA and other applicable federal laws.
 - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement**):

This is an amendment to: 1) allow the City Attorney who was employed with the City on December 13, 2011 (i.e., J. Alvin Leaphart) to participate in the Plan, provided that he is a common law employee of the City and meets the eligibility requirements of the Plan that are applicable to Eligible Regular Employees, and provided further that such City Attorney shall be treated in the same manner as Eligible Regular Employees under the Plan for all purposes (e.g., meeting the minimum service requirements for vesting and benefit eligibility and for the purpose of computing the amount of benefits payable under the Plan) and not as an elected or appointed member of the Governing Authority (see Adoption Agreement p. 6); 2) provide that such City Attorney's prior service with the City shall be counted as Credited Service under the Plan for all purposes (i.e., meeting the minimum service requirements for vesting and benefit eligibility, and computing the amount of benefits payable under the Plan) (see Adoption Agreement, p. 9); and 3)

provide that the City Manager employed in such position as of October 2, 2013 (i.e., Frank Parker) shall have his period of employment with the City as a contract employee from October 6, 2010 through June 5, 2011 (i.e., his employment as City Manager prior to his employment as a common law employee and prior to his becoming an Eligible Regular Employee under this Plan) counted as Credited Service under this Plan for all purposes (i.e., meeting the minimum requirements for vesting, meeting the minimum requirements for benefit eligibility, and computing any retirement, disability and/or death benefits under the Plan) (see General Addendum Section 15).

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 Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) are effective for Plan Years beginning on and after January 1, 2002. 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 2007-3 (the 2006 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 EGTRRA and the 2006 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, 2007).

- (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 _____ **(insert effective date of this Adoption Agreement not earlier than January 1, 2007)**. 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 **October 2, 2013** **(insert effective date of this Adoption Agreement not earlier than January 1, 2007)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **September 5, 2012** (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).

The Employer's first Adoption Agreement became effective **January 1, 2003** (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective **August 1, 1969** (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): **August 1 – July 31.**

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): **Employees who are classified by the City as part-time firefighters and who are initially employed or reemployed on or after June 20, 2012 will be ineligible to participate in this Plan on or after the date they are initially employed or reemployed as a part-time firefighter, regardless of whether they satisfy the eligibility conditions specified in Section 10 below or the definition of "Firefighter" under the Master Plan.**

B. Elected or Appointed Members of the Governing Authority

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

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

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

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

Each elected or appointed member of the Governing Authority who holds an office on October 1, 1978, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after October 1, 1978, that he occupies any elective office of the Governing Authority (Participation became mandatory effective January 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan).

(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): **The City Attorney of the City of Statesboro employed on December 13, 2011, provided he is a common law employee of the City and meets the eligibility requirements of the Plan that are applicable to Eligible Regular Employees.**

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date): **Notwithstanding any other provision contained herein to the contrary, the above mentioned Municipal Legal Officer shall be treated in the same manner as an Eligible Regular Employee (and not as an elected or appointed member of the Governing Authority) for all purposes under the Plan.**

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of hours per week which are required to be scheduled and worked by Regular Employees in order for them to become and

remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

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

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

Class(es) of Regular Employees to whom exception applies (**must specify**): **Eligible Regular Employees employed on October 1, 2005, provided they are not terminated and reemployed after such date.**

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

- No minimum
- At least 5 months per year (regularly scheduled)
- Other: _____

11. WAITING PERIOD

Unless otherwise specified by the Adopting Employer in an addendum to this Adoption Agreement, Regular Employees shall be required to complete one (1) year of continuous, uninterrupted Service with the Adopting Employer before they qualify for participation in the Plan. The determination as to whether the waiting period has been satisfied shall be made in accordance with provisions of the Master 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. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including 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 (leave blank and skip to Section 13 unless participation is optional for one or more of the following classes):

- Elected or appointed members of the Governing Authority
 - Municipal Legal Officers
 - City Manager
 - Department Heads
 - Other (**must specify; all individuals 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): _____

- 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 addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on October 1, 1978. Notwithstanding any other provision in the Adoption Agreement, General Addendum or Master Plan to the contrary, with respect to the City Attorney who was employed with the City on December 13, 2011, such City Attorney's prior service with the City shall be counted as Credited Service under the Plan for all purposes (i.e., meeting the minimum service requirements for vesting and benefit eligibility, and computing the amount of benefits payable under the Plan).

(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**): _____

(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)**: _____

Other Conditions for Award of Prior Military Service Credit **(must specify)**: _____

(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" means the actuarial accrued liability relating to such prior service credit as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods employed in performing GMEBS member plan valuations. 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: Prior service with other GMEBS employers shall be credited as provided under the Master Plan.

(1) Credit for Prior Governmental Service. (See also General Addendum Section 15.)

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)**:

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)**: _____

(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)**: _____

Other Conditions for Award of Prior Governmental Service Credit **(must specify)**: _____

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 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 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, subject to limitations in Section 3.01 of Master Plan**):
-

(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, subject to limitations in Section 3.01 of Master Plan**):
-

(3) Use of Unused Paid Time Off Credit. Unused paid time off 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 shall be limited to a maximum of 12 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): _____

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**): _____

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

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**): _____

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

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

(2) Elected or Appointed Members of Governing Authority

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

- Attainment of age 65 (**insert number**)
- Completion of _____ years (**insert number**) of Total Credited Service

C. Alternative Normal Retirement Qualifications

Please skip to Section 14.D. - Disability Benefit Qualifications if the Adopting Employer does not offer alternative normal retirement benefits under the Plan. 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) Alternative Minimum Age & Service Qualifications. (if checked, please complete one or more items below, as applicable):

- Attainment of age 55 (**insert number**)
- Completion of 25 years (**insert number**) of Total Credited Service

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify**): **Firefighters and Police Officers. For purposes of this provision, the terms “Firefighter” and “Police Officer” shall be as defined in the Master Plan Sections 2.32 and 2.48, respectively.**

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**): _____

- (2) **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**):

- must have attained at least age _____ (**insert number**)
- must not satisfy any minimum age requirement.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify**): _____

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**): _____

- (3) **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.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify**): _____

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**): _____

- (4) **Other Alternative Normal Retirement Benefit.**

Must specify qualifications: _____

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify**): _____

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**): _____

D. Disability Benefit Qualifications

Please skip to Section 15 - Retirement Benefit Computation if the Adopting Employer does not offer disability retirement benefits under the Plan. 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 2.21 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.22 of the Master Plan.

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

- No minimum.
- _____ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify**): _____

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**):

- not limited.
- limited to _____ years.

- limited to _____ years as an elected or appointed member of the Governing Authority or Municipal Legal Officer.

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.** _____% (**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**):

- (b) **Alternative Flat Percentage Formula.** _____% (**insert percentage**) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (**must specify**):_____.

- (c) **Split Final Average Earnings Formula.** 1.25% (**insert percentage**) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus 2.0% (**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**): 1) Eligible Regular Employees employed on or after September 1, 1980; and 2) Eligible Regular Employees employed prior to September 1, 1980, only when application of this formula would result in a higher benefit than the benefit as determined under the Alternative Split Final Average Earnings Formula in subsection 15(B)(1)(d) below.

- (d) **Alternative Split Final Average Earnings Formula.** 1.0% (**insert percentage**) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus 1.75% (**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**): **Eligible Regular Employees employed prior to September 1, 1980, only when application of this formula would result in a higher benefit than the benefit as determined under the Split Final Average Earnings Formula in subsection 15(B)(1)(c) above.**

[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 2.16 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**): _____.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.17 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**): **Participants to whom the Split Final Average Earnings Formula in Section 15(B)(1)(c) above applies.**
- (c) **Table Break Point** 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 class(es) of Participants (**must specify**): **Participants to whom the Alternative Split Final Average Earnings Formula in Section 15(B)(1)(d) above applies.**
- (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**): _____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the annual average of Earnings paid to a Participant by the Adopting Employer for the _____ (**insert number not to exceed 5**) consecutive years (12 month periods) of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose. (**See General Addendum Section 14, Modified Definition of Final Average Earnings**).

This definition of Final Average Earnings applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify**): _____.

[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

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. The monthly normal retirement benefit for members of this class shall be as follows (**check one**):

\$35.00 (insert dollar amount) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify**): _____.

[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**): _____
- (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**): _____.

Alternative Early Retirement Reduction Table

<u>Number of Years Before [Age (Insert Normal Retirement Age)] (check as applicable)</u>	<u>Percentage of Normal Retirement Benefit* (complete as applicable)</u>
<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 12.06 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

Complete this Section only if the Adopting Employer elects to provide Disability retirement benefits. 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**):

- 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 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 immediately preceding his Termination of Employment as a result of a Disability, less any benefits paid from Workers Compensation, federal Social Security benefits as a result of disability, any state compulsory disability plan, and any disability income plan paid by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

Complete this Section only if elected or appointed members of the Governing Authority participate in the Plan. 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**):

- 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**): _____

16. IN-SERVICE DISTRIBUTIONS; COLA

A. Distributions For Those Who Remain In Service After Normal Retirement

The Employer may elect to permit active Participants who have satisfied the Employer's qualifications for Normal Retirement or Alternative Normal Retirement to begin drawing their benefit even though they have not yet terminated employment with the Employer, subject to the terms of the Master Plan. However, in accordance with IRS requirements, even if the Employer elects to permit in-service distributions and a Participant has otherwise satisfied the qualifications for Normal Retirement or Alternative Normal Retirement in Sections 14.B. or 14.C. above, the Participant will not be permitted to take an in-service distribution unless the Participant satisfies the applicable minimum age parameters set forth below. The Employer makes the following election in this regard (**check one**):

- (1) Distribution of retirement benefits is **not** permitted until the Participant has terminated employment and otherwise qualifies for receipt of benefits.
- (2) Participants who have satisfied the qualifications for Normal Retirement or Alternative Normal Retirement, or, if higher, the minimum age parameters set forth below, may begin drawing their Normal Retirement benefit even though they remain in the service of the Employer. This provision applies to (**check one**):
 - All Participants
 - Only Participants in the following classes (in-service distributions not permitted for any others) (**must specify**): _____

Note: To be eligible for an in-service distribution, the Participant's age must meet the following minimum age parameters:

- For Participants who are not "public safety employees," the Participant must be at least age 62 or older. Based upon GMEBS' most recent actuarial experience study, this age is reasonably representative of the typical retirement age for the GMEBS' member municipalities/governmental entities (the "industry" in which members work). If the Employer selects a Normal Retirement Age or Alternative Normal Retirement Age in Section 14.B. or 14.C. that is at least age 62, the Plan's normal retirement age will fall within the IRS pre-approved safe harbor.
- For Participants who are "public safety employees," the Participant must be at least age 50 or older. If the Employer selects a Normal Retirement Age or Alternative Normal Retirement Age in Section 14.B. or 14.C. that is at least age 50, the Plan's normal retirement age will fall within the IRS pre-approved safe harbor for public safety employees. **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.

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 **5.0%** (**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 **October 1, 1978** (**insert date**).
- Other (**must specify**): _____

C. Re-Employment After Retirement

(1) **Reemployment After Normal Retirement.** In the event a Retired Participant is reemployed with the Employer as an Eligible Employee after his 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) 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(c) of the Master Plan. This rule shall apply to (**check one**): all Retired Participants only the following classes of Retired Participants (**must specify - 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 and is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date, the following rule shall apply (**check one**):

- (a) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a) of the Master Plan for as long as the Participant remains employed.
- (b) The Participant's eligibility to continue receiving Early Retirement benefits shall be subject to the following limitations **(if this item is checked, check one of the following)**:
 - (i) The Participant's Early Retirement benefit shall be suspended. However, the Participant may again begin receiving benefits after he satisfies the qualifications for Normal Retirement or alternative Normal Retirement in accordance with Section 6.06(d) of the Master Plan.
 - (ii) The Participant may continue receiving his Early Retirement benefit in accordance with Section 6.06(e) of the Master Plan, provided his initial retirement was in good faith and he does not return to employment with the Employer for a minimum of _____ months **(insert number no less than 6)** following his effective Retirement date. If this requirement is not met, the Participant's benefit shall be suspended until he satisfies the qualifications for Normal Retirement or alternative Normal Retirement in accordance with Section 6.06(d) of the Master Plan. This rule shall apply to **(check one)**: all Retired Participants only the following classes of Retired Participants **(must specify - 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)**:

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 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**): _____

Vesting Schedule for excepted class (**must specify**): _____

B. Elected or Appointed Members of the Governing Authority

Complete this Section only if Elected or Appointed Members of the Governing Authority are permitted to participate in the Plan. 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**):

- No vesting schedule (immediate vesting).
- Other vesting schedule (**must specify**): _____

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**): _____

(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 immediately upon becoming a Participant.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify**): _____

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.

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 complies with definitely determinable requirements of Treasury Regulations Section 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**): _____

Eligibility conditions for alternative death benefit (**must specify**): _____

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 complies with definitely determinable requirements of Treasury Regulations Section 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**): _____

Eligibility conditions for alternative death benefit (**must specify**): _____

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)**: _____

[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, subject to the provisions of Section 13.06 of the Master Plan Document**):_____.

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 resolution. 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 M591996a dated March 31, 2010. 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 Ice Miller LLP, Legal Counsel, 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 and Announcement 2005-37. Employer notice and signature requirements have been 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, 2007, 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 2005-16; 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 or term of office with the City was terminated 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 **October 2, 2013**.

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

Approved by the Mayor and Council of the City of Statesboro, Georgia this _____ day of _____, 20____.

Attest:

CITY OF STATESBORO, 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

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

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

***** Items (1) through (3) of pre-approved Addendum – Not Applicable *****

- (4) **Credited Past Service under the Plan for Specified Classes of Employees - (see Section 13 of Adoption Agreement regarding Credited Past Service):**

Service performed as a Full-Time Employee prior to February 1, 1973 shall be credited in accordance with the terms of Article III, Section 6 of the pre-existing GMEBS retirement plan document for the City of Statesboro, the terms of which are incorporated herein by reference (See February 1, 1990 Pre-Adoption Agreement Restatement, pp. 22 – 24).

***** Items (5) through (13) of pre-approved Addendum – Not Applicable**

- (14) **Modified Definition of Final Average Earnings.** Final Average Earnings is defined as the annual average of Earnings paid to a Participant by the Adopting Employer for 5 years (12 month periods) of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest. The years of Credited Service used for this calculation need not be consecutive. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.
- (15) **Prior Service Credit for City Manager Employed as of October 2, 2013 -** This subsection applies to the City Manager who was employed in such position as of October 2, 2013 (i.e., Frank Parker). Notwithstanding any other provision of the Master Plan or Adoption Agreement to the contrary, said City Manager's period of employment with the City as a contract employee from October 6, 2010 through June 5, 2011 (i.e., his employment as City Manager prior to his employment as a common law employee and prior to his becoming an Eligible Regular Employee under this Plan) shall be counted as Credited Service under this Plan

for all purposes (i.e., meeting the minimum requirements for vesting, meeting the minimum requirements for benefit eligibility, and computing any retirement, disability and/or death benefits under the Plan).

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Statesboro, Georgia this _____ day of _____, 20____.

Attest: CITY OF STATESBORO, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

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

(SEAL)

Secretary

**AMENDMENT 1
TO
THE GEORGIA MUNICIPAL ASSOCIATION
401(a) DEFINED CONTRIBUTION PLAN
ADOPTION AGREEMENT**

This is an Amendment to the Adoption Agreement for the City of Statesboro, Georgia ("Participating Employer") under the GMA 401(a) Defined Contribution Plan ("GMA Plan"), which became effective **July 1, 2009**. This Amendment modifies the Adoption Agreement as follows (complete as applicable):

COMPENSATION

Compensation Paid After Severance From Employment -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Execution by Employer" below).
- For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2 ½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
 - regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
 - compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments

post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued

Other: _____

EXECUTION BY EMPLOYER

The terms of the foregoing Amendment to the Adoption Agreement are hereby adopted and approved on the _____ day of _____, 2013, by the Mayor and City Council of the City of Statesboro. This Amendment will be effective **July 1, 2009**.

Signed: _____

Printed Name: _____

Title: _____ Mayor _____

Date of Signature: _____

TRUSTEES' APPROVAL

The terms of the foregoing Amendment are approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Program.

Dated: _____

By: _____

Title: _____

on behalf of the Board of Trustees

THE GEORGIA MUNICIPAL ASSOCIATION

401(a) DEFINED CONTRIBUTION PLAN

**Amended and Restated
As of January 1, 2006**

**RESOLUTION AND
ADOPTION AGREEMENT**

**City of Statesboro
[Participating Employer]**

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

RESOLUTION

WHEREAS, the City of Statesboro, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering matching and/or non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2006 ("Plan");

WHEREAS, the Participating Employer wishes to participate or continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and City Council ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. 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 Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating 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 Trustees of the Plan.

(b) The Participating Employer acknowledges that it may not be able to rely on the volume submitter letter if it makes certain elections under the Adoption Agreement or the Addendum.

Section 4. The Participating Employer hereby authorizes Ice Miller LLP, Legal Counsel, the volume submitter practitioner who sponsors the Plan on behalf of GMA, to amend the Plan on its behalf as provided under Revenue Procedure 2005-16 and Announcement 2005-37. The Participating Employer understands that the implementing amendment reads as follows:

With the approval of the Trustees, the Practitioner shall amend the Plan on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to this 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 Participating Employers.

Notwithstanding the foregoing paragraph, the Practitioner shall no longer have the authority to amend the Plan on behalf of any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2005-16; 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 Participating 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 Participating Employer is conditioned on the Plan receiving a favorable determination letter. In any event, any amendment made by the Practitioner is subject to the approval of the Trustees.

GMA will maintain or have maintained on behalf of the Practitioner, a record of the Participating Employers, and GMA on behalf of the Practitioner will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions

of this Section shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Participating 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.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the

provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have state statutory authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Name and Title

Attest: _____

Date: _____

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

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

PARTICIPATING EMPLOYER

Name: City of Statesboro

GOVERNING AUTHORITY

Name: City of Statesboro, Mayor and City Council

Address: P.O. Box 348, 50 East Main Street, Statesboro, GA 30458

Phone: (912) 764-5468

Facsimile: (912) 764-8258

E-mail: _____

Person Authorized to receive Official Notices from the Plan or GMA: _____

City Manager

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer does or does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) are effective for Plan Years beginning on and after January 1, 2002. 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 2004-84 (the 2004 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 Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by EGTRRA and the 2004 Cumulative List with the applicable effective dates.

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

- This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ (**insert effective date of this Adoption Agreement not earlier than January 1, 2006**), with respect to Contributions as approved by the Board of Trustees below.
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ (**insert effective date of this Adoption Agreement not earlier than January 1, 2006**). This Adoption Agreement 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**).
- Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment to be effective as of **November 1, 2007**, of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective **October 16, 2001**, as follows (**please specify type below**):

- This is an amendment to change one or more of the Participating Employer's contribution design elections in the Adoption Agreement.
- This is an amendment to add a new Department or a new class of Eligible Employees.
- This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees.
- Other (must specify elective provisions in this Adoption Agreement): **This is an amendment to: 1) increase the Employer's non-matching contribution to the City Manager from \$416.66 per month to \$541.67 per month effective November 1, 2007; 2) exclude the City Manager from participation in the Plan effective February 15, 2008; 3) provide that the City Judge is an Eligible Employee under the Plan effective April 3, 2010; 4) provide that the City Attorney is an Eligible Employee under the Plan effective January 31, 2012; 5) change the minimum hours per week requirement to provide for a 30 hours per week eligibility requirement for the City Attorney and to provide that no minimum number of hours is required with respect to the City Judge; 6) provide that the amount of the Employer's Non-Matching Contribution for each Participant is 1/12 of 4% of his/her budgeted annual base salary, before taxes or deductions, per month effective April 3, 2010; and 7) reflect that the City has a bi-weekly payroll period.**
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: **July 1** (insert month and day e.g., July 1).

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

- All Departments

- All Departments eligible to participate under the Employer's GMEBS defined benefit plan. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.
- Covered Departments (**must specify**): **Administration and Legal.**

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below (**check one**):

- All
- All with the following exclusions:
 - Municipal Legal Officer
 - Elected or appointed officials
 - Other (**must specify**):

- Only employees in any 457(b) plan of the Employer. Note: This box must be checked if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to a 457(b) Plan.
- Only employees in the GMEBS defined benefit plan. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.
- Other (**must specify; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals**):
City Manager from January 1, 2002 through February 15, 2008; City Judge effective April 3, 2010; and City Attorney effective January 31, 2012.

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No

Minimum Hours Required” or “Minimum Hours Required” below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below).

- No Minimum Number of Hours Required**
- Minimum Hours Required Per Week (regularly scheduled):**
 - _____ (must not exceed 40 hours/week)
 - Same Minimum Hours Required as provided in GMEBS defined benefit plan. Number of Hours: _____. Note: This box may only be checked if the Participating Employer’s defined benefit plan is administered by GMEBS.
- Other Minimum Hour Requirement (must specify): 35 hours per week for the City Manager participating from January 1, 2002 through February 15, 2008; 30 hours per week for the City Attorney participating on or after January 31, 2012; No minimum hour per week requirement for the City Judge.**

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

- No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.
- A waiting period described under one of the following options (check one):**
 - Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted
 will be will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service will be will not be added together to determine whether the waiting period has been satisfied.

- Minimum Period of Contributions to 457(b) Plan** (please complete items below):

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted will be will not be given credit for prior contributions made to the 457(b) Plan for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the 457(b) plan(s) will will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement.

The Participating Employer hereby elects to make contributions as follows (**check matching, non-matching, or both as applicable**):

- Matching Contributions**

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for Class A Participants:

Class A Participants are (check one):

- All Eligible Employees
- Other (must specify; any individuals specified must be Eligible Employees): _____

The Employer elects the following matching contribution formula for Class A Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to a 457(b) Plan of the Employer, the Employer will contribute _____% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to the 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.
- No Cap**

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$ _____ (may be \$1 to \$25) to a 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$ _____ per weekly Payroll Period
 \$ _____ per bi-weekly Payroll Period
 \$ _____ per semi-monthly Payroll Period
 \$ _____ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are (must specify; all individuals specified must be Eligible Employees):

The Employer elects the following matching contribution formula for Class B Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to a 457(b) Plan of the Employer, the Employer will contribute _____% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to the 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (**complete as applicable**):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

No Cap

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$ _____ (may be \$1 to \$25) to a 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (**complete as applicable**):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

Non-Matching Contributions

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to a 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are (check one):

- All Eligible Employees
- Other (must specify; any individuals specified must be Eligible Employees): **City Attorney and City Judge**

The Employer elects the following contribution formula for Class C Participants (check one):

- Year-End Contributions: A one-time Plan Year-end contribution of \$_____ or _____% of Compensation per Participant.
- _____ % of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Payroll Period as shown below (complete as applicable):
- \$_____ per weekly Payroll Period
\$_____ per bi-weekly Payroll Period
\$_____ per semi-monthly Payroll Period
\$_____ per monthly Payroll Period
- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**
1/12 of 4.0 % of the Participant's annual budgeted base salary before taxes or deductions per month.

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

Non-Matching Contributions shall be made on the following basis for Class D Participants:

Class D Participants are (**must specify; all individuals specified must be Eligible Employees**): **City Manager**.

The Employer elects the following contribution formula for Class D Participants (**check one**):

- Year-End Contributions: A one-time Plan Year-end contribution of \$_____ or _____% of Compensation per Participant.
- _____% of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Pay Period as shown below (**complete as applicable**):
 - \$_____ per weekly Payroll Period
 - \$_____ per bi-weekly Payroll Period
 - \$_____ per semi-monthly Payroll Period
 - \$_____ per monthly Payroll Period
- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**
\$416.66 per month from January 1, 2002 through October 31, 2007 and \$541.67 per month from November 1, 2007 through February 15, 2008.

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

PAYROLL PERIOD

The payroll period of the Participating Employer is:

- Weekly
- Bi-Weekly
- Semi-Monthly
- Monthly

VESTING FOR EMPLOYER MATCHING CONTRIBUTIONS
(Complete if Employer is Making Matching Contributions)

A Participating Employer may establish a vesting schedule for Employer Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Matching Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

- Immediate Vesting.** No vesting schedule. Employer Matching Contributions are 100% vested from the time credited to the Participant's Account **(if this option is elected, do not complete the rest of this section).**
- Cliff Vesting.** Employer Matching Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years **(not to exceed 5 years)** (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.
- Graduated Vesting Schedule.** Employer Matching Contributions are vested on the following graduated scale **(insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years):**

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____%
2 years	_____%
3 years	_____%
4 years	_____%
5 years	<u>100 %</u>

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer **(check one)**: will be will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**): will be added together will not be added together will be added together if the Participant is reemployed with the Employer before completing a period of separation of _____ years (not to exceed 5 years).

VESTING FOR EMPLOYER NON-MATCHING CONTRIBUTIONS
(Complete if Employer is making Non-Matching Contributions)

A Participating Employer may establish a vesting schedule for Employer Non-Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Non-Matching Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Non-Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, in calculating the Vesting Period, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer, and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (**check one**):

- Immediate Vesting.** No vesting schedule. Employer Non-Matching Contributions are 100% vested from the time credited to the Participant's Account (**if this option is elected, do not complete the rest of this section**).
- Cliff Vesting.** Employer Non-Matching Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years (**not to exceed 5 years**) (the "Vesting Period"). Non-Matching Contributions remain 0% vested until the Participant satisfies the full Vesting Period.
- Graduated Vesting Schedule.** Employer Non-Matching Contributions are vested on the following graduated scale (**insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years**):

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	<u>100</u> %

Complete the following items if the Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (**check one**): will be will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**): will be added together will not be added together will be added together if the Participant is reemployed with the Employer before completing a period of separation of _____ years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Matching Contributions and/or non-vested Employer Non-Matching Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating 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 Trustees for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan.

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 Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with The Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an advisory letter M580185a dated March 31, 2008.

The 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 Plan under the 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 the Georgia Municipal Association, 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: Angela Nixon, RMEBS Legal Counsel.

The foregoing Adoption Agreement is hereby adopted and approved on the ____ day of _____, 20____, by the Mayor and Council of the City of Statesboro..

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

- within 15 business days after the Payroll Period ending _____, _____.
- On the following prospective date (**specify a specific date**): _____.

Dated: _____

By: _____

Title: _____

on behalf of the Board of Trustees

RESOLUTION #2013-36:

A Resolution approving the City of Statesboro Proposed Fiscal Year 2014 Street Resurfacing Program List and further authorizing the Mayor to execute the Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) Application for Fiscal Year 2014

THAT WHEREAS, the City participates in the GDOT LMIG Program;

WHEREAS, this program provides funding assistance for road improvement projects within the City of Statesboro for the benefit of the citizenry;

WHEREAS, the LMIG program requires that the City present a list of streets for participation annually and that the City execute the Local Government Affidavit and Certification in order to receive funding assistance for the listed streets, with the City providing at least 30% matching funds;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. The City Engineer has prepared a list of roads for funding through the LMIG program to the City Manager. The City Manager has reviewed the list and recommends approval by the City Council.

Section 2. The City Council has reviewed the list prepared by the City Engineer attached to this resolution and has received the recommendation of the City Manager. The City Council authorized the Mayor to execute the Local Government Affidavit and Certification with GDOT.

Section 3. That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this 5th day of November, 2013.

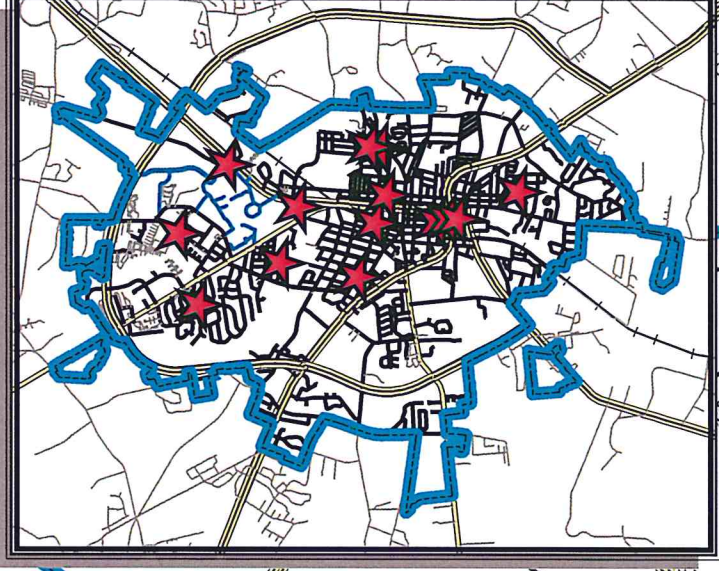
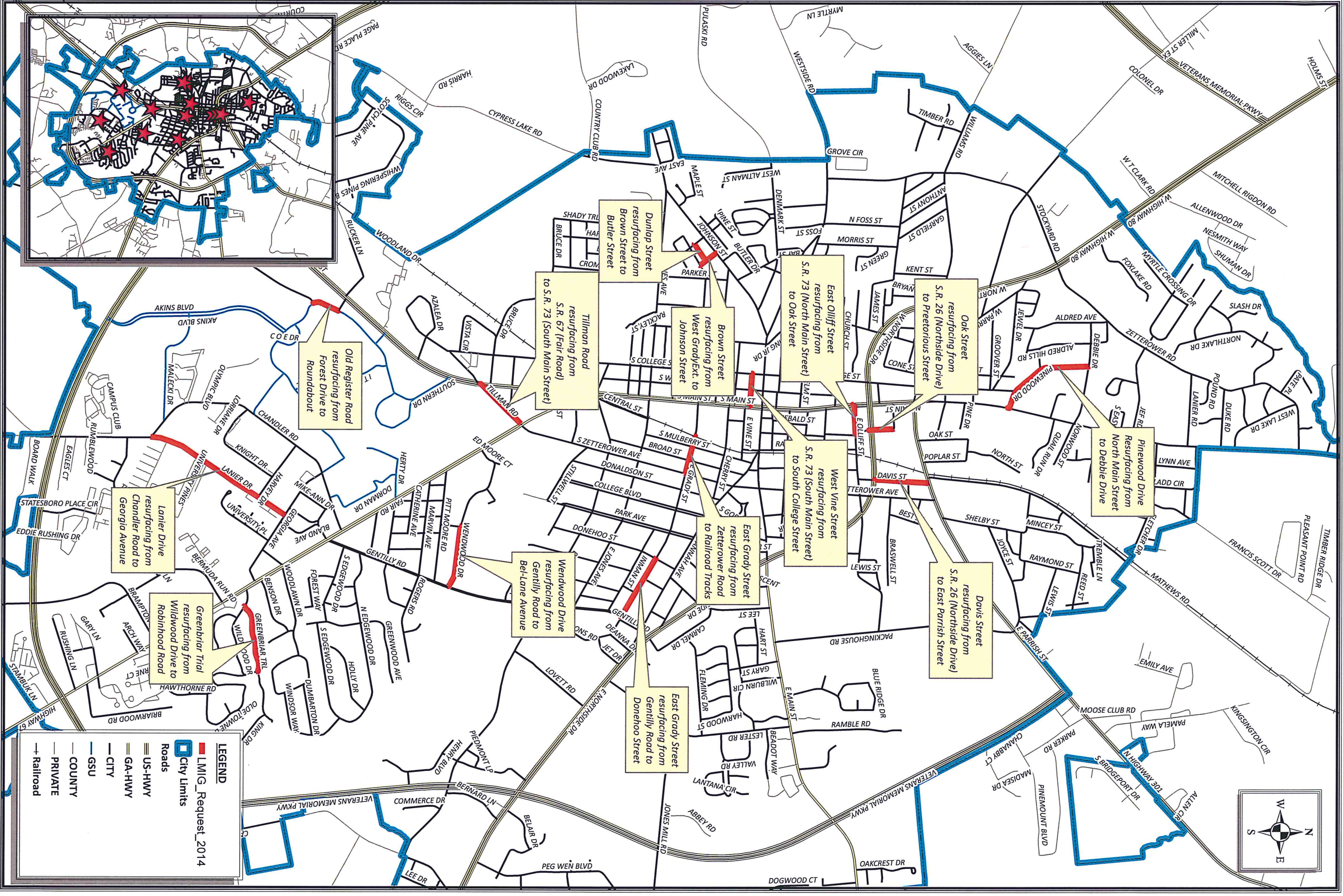
CITY OF STATESBORO, GEORGIA

By: _____
Joe Brannen, Mayor

Attest: _____
Sue Starling, City Clerk

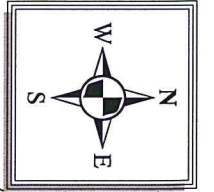
City of Statesboro FY2014 Street Resurfacing List

Street	Beginning Point	Ending Point	Length (miles)
Lanier Drive	Chandler Road	Georgia Ave	0.53
East Grady Street	Gentilly	Donehoo St	0.27
Davis Street	Northside Drive	East Parrish St	0.21
Old Register Road	Forest Drive	Roundabout	0.08
Oak Street	Northside Drive	Preetorious St	0.09
East Grady Street	Zetterower Ave	Railroad Tracks	0.15
East Olliff St	North Main St	Oak St	0.12
West Vine St	South Main St	South College St	0.13
Pinewood Dr	North Main St	Debbie Dr	0.40
Wendwood Dr	Gentilly Dr	Bel-Lane Ave	0.26
Tillman Rd	Fair Rd	South Main St	0.23
Brown St	West Grady Ext	Johnson St	0.08
Dunlap St	Brown St	Butler St	0.08
Greenbriar Trail	Wildwood Dr	Robinhood Rd	0.27
		Total Mileage	2.91



LEGEND

- LMIG_Request_2014
- City Limits
- Roads
- US-HWY
- GA-HWY
- CITY
- GSU
- COUNTY
- PRIVATE
- Railroad



Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 19, 2013

Joe Brannen, Mayor
City of Statesboro
P.O. Box 348
Statesboro, GA. 30459

RE: FY 2014 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Brannen:

The Department received very positive comments from local and state officials regarding the success of the FY 2013 LMIG Program. The Local Grants Office processed and approved 587 applications and authorized over 99% of the annual LMIG Allocation for the state. We will begin accepting applications for the FY 2014 Local Maintenance and Improvement Grant (LMIG) Program on July 1, 2013. For your FY 2014 LMIG grant, please complete the attached application along with your project list containing the road name, length of project, termini, type of work, project cost and construction let date. Please note that starting in 2014, the Department has revised the LMIG General Guidelines and Rules to read that "*All LMIG projects SHALL be constructed in accordance with GDOT Specifications and Guidelines*".

Your formula amount for the 2014 LMIG Program is \$209,567.95. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The LMIG application, General Guidelines and Rules, and your formula allocation can be found on the Department's website at www.dot.ga.gov/localgovernment/FundingPrograms/LMIG. Some of you have already submitted a status report of your FY 2013 project list. For those that have not, we must have received this report from you before final approval can be given on your FY 2014 application. Submit your application and project list to the Local Grants Office in Atlanta at 600 West Peachtree Street NW, Atlanta, Georgia 30308 no later than January 1, 2014.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter, this will allow the Department to assist you in your road and street improvements.

Sincerely,

A handwritten signature in blue ink that reads "Keith Golden".

Keith Golden, P.E.
Commissioner

KG:TLG
Attachments

Cc: Mr. Karon Ivery; Hon. Butch Parrish; Hon. Jon G. Burns; Hon. Jan Tankersly; Hon. Jack Hill; Mr. Don Grantham

**GEORGIA DEPARTMENT OF TRANSPORTATION
LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2014
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

All Applications must be submitted by the Local Governing Official to the Georgia Department of Transportation, Office of Local Grants, 600 West Peachtree Street NW, Atlanta, Georgia 30308.

LOCAL GOVERNMENT INFORMATION

Date of Application: _____
Name of local government: _____
Address: _____
Contact Person and Title: _____
Contact Person's Phone Number: _____
Contact Person's Fax Number: _____
Contact Person's Email: _____

Is the Priority List attached? Yes No

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-1 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION
LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2013**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made.

Local Government:

E-Verify Number

(Signature)

Sworn to and subscribed before me,

(Print)

This ____ day of _____, 20__.

Mayor / Commission Chairperson

In the presence of:

(Date)

NOTARY PUBLIC

SEAL:

My Commission Expires:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This ____ day of _____, 20__.

Terry L Gable
Local Grants Administrator

Ordinance 2013-22
An Ordinance Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances
(Alcoholic Beverages)

WHEREAS, the City has previously adopted an ordinance regulating alcoholic beverages; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend certain sections of Chapter 6 (Alcoholic Beverages) of the Code of Ordinances, City of Statesboro, Georgia;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows:

SECTION 1:

Section 6-92 of the Code of Ordinances, City of Statesboro, Georgia is hereby added, and shall read as follows:

Sec. 6-92 Growlers

- (a) The term “growler” means a properly sanitized reusable bottle made of glass that is capable of being sealed with a screw cap and with a plastic collar over the screw cap and is filled at the time of purchase by the customer by the licensee or employee of the licensed establishment with beer from a keg for off premises consumption.
- (b) The sale of growlers in compliance with this ordinance is authorized for establishments licensed under ordinance section 6-26(c)(1) to make package sales for off premises consumption of beer and wine.
- (c) Growlers must be filled from kegs procured from a duly licensed wholesaler. Each growler must be securely sealed and removed from the premises of the licensed establishment in its sealed condition.
- (d) The licensee must comply with all federal and state laws and regulations regarding packaging and labeling alcoholic malt beverages.
- (e) The licensee must comply with Georgia Department of Agriculture’s General Rules 40-7-1-.40 requiring a “contamination free” transfer process for beverages and the use of washed, rinsed and sanitized growler fill tubes, which must be cleaned between each use.
- (f) The licensee must comply with the Georgia Department of Agriculture Best Management Practices for Growler Refilling.

(g) Samples of beer are exempt from the prohibitions contained in Section 6-136 and Section 6-164(b)(1) only if provided as follows:

- i. Samples of beers from tap may be made available by the licensee for consumption on the premises only if the licensee is providing growlers in compliance with this ordinance; and,
- ii. the sample is provided without charge; and,
- iii. no sample exceeds two ounces (2 oz.); and,
- iv. no more than four samples are provided to any one individual in any 24 hour period.

SECTION 3. All other sections of Chapter 6 not here expressly amended here remain in full force and effect.

SECTION 4. Should any section, subsection, or provision of this ordinance be ruled invalid by a court of competent jurisdiction, then all other sections, subsections, and provisions of this ordinance shall remain in full force and effect.

SECTION 5. This Ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading: November 1, 2013

Second Reading: November 19, 2013

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk