



**December 01, 2015 9:00 am**

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman John Riggs
3. Recognitions/Public Presentations
  - A) Presentation of Proclamation for the retirement of the Director of Water/Waste Water Wayne Johnson after 34 years of service
  - B) Recognition of Mrs. Linda Griffith for her work in producing the FY2014 Popular Annual Financial Report (PAFR) and receiving the GFOA Award for Outstanding Achievement in Popular Annual Financial Reporting
  - C) Recognition of outgoing Councilmember Gary Lewis of District 2 and Councilmember Will Britt of District 3
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 11-17-2015 Council Minutes
    - b) 11-17-2015 Executive Minutes
  - B) Consideration of a motion to award the purchase of a regular cab, long bed truck in the Sanitation Division to Allan Vigil Ford per State of Georgia Purchasing Contract # SWC 99999-SPD-ES49199373-0002 in the amount of \$20,642.00. This truck was approved by City Council in the budget in the amount of \$30,000 under SWC-10. If the purchase is approved this vehicle will be purchased using Solid Waste Collection revenues.
  - C) Consideration of a motion to award the purchase of a crew cab truck in the Public Works Administration Division to Allan Vigil Ford per the State of Georgia Purchasing Contract # SWC 99999-SPD-ES49199373-0002 in the amount of \$25,945.00. This truck was approved by City Council in the budget in the amount of \$26,000.00 under PWA-2. If the purchase is approved this vehicle will be purchased using GMA Lease Pool funds.
  - D) Consideration of a motion to award the purchase of a regular cab, short bed truck in the Protective Inspections Division to Allan Vigil Ford per State of Georgia Purchasing Contract # SWC 99999-SPD-ES49199373-0002 in the amount of \$19,768.00. This truck was approved by City Council in the budget in the amount of \$21,000.00 under ENG-5. If the purchase is approved this vehicle will be purchased using GMA Lease Pool funds.

6. Second Reading and Public Hearing on **Ordinance 2015-11**: An Ordinance amending Chapter 2 of the Statesboro Code of Ordinances (Administration)."
7. Consideration of a Motion to adopt **Ordinance 2015-11**: An Ordinance amending Chapter 2 of the Statesboro Code of Ordinances (Administration)."
8. Second reading and Public Hearing of **Ordinance 2015-12**: An Ordinance amending Chapter 82 (Utilities) of the Statesboro Code of Ordinances.
9. Consideration of a Motion to adopt **Ordinance 2015-12**: An Ordinance amending Chapter 82 (Utilities) of the Statesboro Code of Ordinances.
10. Consideration of a Motion to approve **Resolution 2015-45**: A Resolution to adopt the first amendment to the City of Statesboro schedule of fees, rates, and fines for fiscal year 2016.
11. Consideration of a Motion to approve one of the following versions of ordinances to amend and restate the City of Statesboro GMEBS Retirement Plan:
  - A) **Ordinance 2015-13**: An Ordinance to increase elected officials monthly normal retirement benefit from \$35.00 per month for each year of service to \$45.00 per month for each year of service effective December 1, 2015 and to amend the City of Statesboro definition of Final Average Earnings (FAE) so that the calculation is based on the sixty (60) consecutive months of credited service preceding a participant's most recent termination in which the participant's earnings were highest.

-----OR-----
  - B) **Ordinance 2015-14**: An Ordinance to amend the City of Statesboro definition of Final Average Earnings (FAE) so that the calculation is based on the sixty (60) consecutive months of credited service preceding a participant's most recent termination in which the Participant's Earnings were highest.
12. Consideration of a Motion to approve **Resolution 2015-50**: A Resolution to open a bank account for the South Main Street Tax Allocation District.
13. Consideration of a Motion to approve **Resolution 2015-51**: A Resolution to adopt the City of Statesboro Credit Card and Procurement Card Policy for Elected Officials.
14. Consideration of a motion to approve the application for Robert Wood Johnson Foundation (RWJF) Grant: Evaluating High Value Innovations from Low-Resource Communities.
15. Other Business from City Council

16. City Managers Comments

17. Public Comments (General)

18. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters”  
in accordance with **O.C.G.A.§50-14-3 (2012)**

19. Consideration of a Motion to Adjourn

# PROCLAMATION

## RETIREMENT OF HOWARD WAYNE JOHNSON

WHEREAS, Howard “Wayne” Johnson has been employed with the City of Statesboro since August 31, 1981; and

WHEREAS, Wayne Johnson has proven his valuable management skills and dedication to his job as Director of the Water and Wastewater Department since August 31, 1981; and

WHEREAS, Wayne Johnson was a visionary regarding future development in the City and strived to have sufficient water and sanitary sewer systems installed in advance of expected growth; and

WHEREAS, Wayne Johnson ensured that the health and well-being of the Citizens of Statesboro were a priority by providing safe drinking water and properly treating waste water prior to discharging into the environment; and

WHEREAS, between 1989 and 2000 Wayne Johnson served as Internal Project Manager during the expansion of the City’s Wastewater Treatment Plant from a treatment capacity of 5MGD to 10 MGD; and

WHEREAS, in 1994 Wayne Johnson implemented the City’s first Industrial Pretreatment Program; and

WHEREAS, Wayne Johnson received multiple awards throughout his tenure at the City of Statesboro including Outstanding Wastewater Treatment Facility Operation and Maintenance for 1983, 1984 and 1985, the N.M. de Jarnette Award in 1984, the William D. Hatfield Award in 1987 from the Georgia Water and Pollution Control Association, and the 1991 Deen Day Smith Service to Mankind Award; and

WHEREAS, In 2005 Wayne Johnson was appointed as a member of the Georgia Public Service Commission Advisory Committee by Governor Sonny Perdue; and

WHEREAS, in 2011 Wayne Johnson oversaw the implementation and installation of the City’s first Water Reuse System.

NOW, THEREFORE, I, JAN J. MOORE, Mayor of the City of Statesboro, County of Bulloch and State of Georgia, on behalf of the Governing Body and residents of our Community do hereby Proclaim the following:

1. That Howard Wayne Johnson be and is hereby officially commended for his outstanding service to the City of Statesboro.
2. That this Proclamation be presented to him to serve as a reminder that although he is retiring, he will always be remembered as a knowledgeable, respected and loyal individual dedicated to both his position and community.
3. That a copy of this Proclamation be made a part of the Official Records of the City of Statesboro.

WITNESS MY HAND AND THE OFFICIAL  
SEAL OF THE CITY OF STATESBORO THIS 1ST DAY OF  
DECEMBER, 2015.

---

Jan J. Moore, Mayor



---

**CITY OF STATESBORO  
Council Minutes  
November 17, 2015**

A regular meeting of the Statesboro City Council was held on November 17<sup>th</sup>, 2015 at 5:30 p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, John Riggs, Gary Lewis and Travis Chance. Also present were Deputy City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart, Director of Public Works and Engineering Jason Boyles and Director of Planning and Development Mandi Cody.

The meeting was called to Order by Mayor Jan J. Moore

The Invocation and Pledge of Allegiance was led by Deputy City Manager Robert Cheshire

**Public Comments (Agenda Item):** None

Mayor Moore stated that item 9 would be removed from the agenda as it was not ready to be presented at this time.

Councilman Phil Boyum joined the meeting

**Consideration of a Motion to approve the Consent Agenda**

- A) **Approval of Minutes**
  - a) **11-03-2015 Council Minutes**
- B) **Consideration of a Motion to approve a water tower lease agreement between the City of Statesboro and Verizon Wireless of the East, L.P.**
- C) **Consideration of a Motion to approve Resolution 2015-49: A Resolution Appointing Benji Colson to the Tree Board of the City of Statesboro.**

Councilman Riggs stated he was pleased to see Mr. Colson on the Tree Board.

Councilman Riggs made a motion, seconded by Councilman Chance to approve the consent agenda in its entirety. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**First reading and Public Hearing of Ordinance 2015-12: An Ordinance amending Chapter 82 (Utilities) of the Statesboro Code of Ordinances.**

Councilman Chance made a motion, seconded by Councilman Riggs to open the public hearing. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Director of Public Works and Engineering stated the ordinance was to change the language to match the other utility ordinances.

Councilman Riggs made a motion, seconded by Councilman Boyum to close the public hearing. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**First Reading and Public Hearing on Ordinance 2015-11: An Ordinance amending Chapter 2 of the Statesboro Code of Ordinances (Administration)."**

Councilman Riggs made a motion, seconded by Councilman Boyum to open the public hearing. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Deputy City Manager Robert Cheshire and City Attorney Alvin Leaphart stated this ordinance change would clean up the charter and would also allow the City Manager to hire and fire the Police Chief. Councilman Riggs was opposed to the changes. He stated Council should be a part of the hiring process. Mr. Leaphart stated the ordinances contradicted themselves therefore it does not give a clear picture of who can hire or fire the police chief. He stated by adopting this ordinance it would be clear. Councilman Riggs was still not in favor of the changes as the rest of Council did not object.

Councilman Chance made a motion, seconded by Councilman Riggs to close the public hearing. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to approve Resolution 2015-46: A Resolution to approve adjustments to the pay and compensation plan to reclassify the Director of Public Safety position to a Police Chief position and reclassify the pay grades of the Police Major and Fire Chief position.**

Councilman Riggs made a motion, seconded by Councilman Boyum to approve Resolution 2015-46: A Resolution to approve adjustments to the pay and compensation plan to reclassify the Director of Public Safety position to a Police Chief position and reclassify the pay grades of the Police Major and Fire Chief position. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to approve Resolution 2015-47: A Resolution to dissolve the Department of Public Safety and that any reference to the Department of Public Safety in the record would now refer to, where applicable, the Statesboro Police Department or Statesboro Fire Department.**

Deputy City Manager Robert Cheshire stated this resolution would dissolve the Public Safety Director position as no record could be found that it was ever officially created.

Councilman Chance made a motion, seconded by Councilman Boyum to approve Resolution 2015-47: A Resolution to dissolve the Department of Public Safety and that any reference to the Department of Public Safety in the record would now refer to, where applicable, the Statesboro Police Department or Statesboro Fire Department. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to approve Resolution 2015-45: A Resolution to adopt the first amendment to the City of Statesboro schedule of fees, rates, and fines for fiscal year 2016.**

This item was removed from the agenda by Mayor Moore.

**Consideration of a Motion to approve the Mayor to negotiate a contract for engineering services with EMC Engineering for The South Main Street Corridor Re-development Plan also known as the "Blue-Mile" for an amount not to exceed \$55,000 (Funded by Quarter-finalist funds from the ABC Grant).**

Councilman Boyum made a motion, seconded by Councilman Riggs to approve the Mayor to negotiate a contract for engineering services with EMC Engineering for The South Main Street Corridor Re-development Plan also known as the "Blue-Mile" for an amount not to exceed \$55,000 (Funded by Quarter-finalist funds from the ABC Grant). Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to apply for the Georgia Department of Transportation's (GDOT) FY 2016 Local Maintenance and Improvement Grant (LMIG), an annual program in which GDOT allocates transportation funds to local governments. For FY 2016, GDOT will allocate \$209,952.37 to the City of Statesboro if the City will commit to providing at least 30% matching funds.**

Councilman Boyum made a motion, seconded by Councilman Riggs to approve a motion to apply for the Georgia Department of Transportation's (GDOT) FY 2016 Local Maintenance and Improvement Grant (LMIG), an annual program in which GDOT allocates transportation funds to local governments. For FY 2016, GDOT will allocate \$209,952.37 to the City of Statesboro if the City will commit to providing at least 30% matching funds. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to adopt Resolution 2015-48: A Resolution approving the City of Statesboro's proposed FY 2016 Street Resurfacing List, and further authorizing the Mayor to execute the GDOT LMIG Application. The City's share (at least 30% matching funds) is to be funded through 2013 SPLOST. The City has \$300,000 in 2013 SPLOST funds allocated to Street Resurfacing in FY 2016.**

Councilman Boyum made a motion, seconded by Councilman Lewis to adopt Resolution 2015-48: A Resolution approving the City of Statesboro's proposed FY 2016 Street Resurfacing List, and further authorizing the Mayor to execute the GDOT LMIG Application. The City's share (at least 30% matching funds) is to be funded through 2013 SPLOST. The City has \$300,000 in 2013 SPLOST funds allocated to Street Resurfacing in FY 2016. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**Other Business from City Council**

Mayor Moore stated that December 1<sup>st</sup>, 2015 would be the last Council meeting for this year. She also stated there would be a reception following the Council meeting for Councilman Will Britt

and Councilman Gary Lewis since this would also be their last Council meeting as their term of office will end December 31, 2015.

### **City Managers Comments**

#### **A) City Clerk's Dept. (Notice of alcohol application)**

**a) "Bites on Brampton, LLC" is applying for an alcohol license pending the background investigation. The owners will be Ramy Masry and Carmen Masry.**

Director of Finance Cindy West updated Council on the New Tyler Technology software.

**Public Comments (General)** None

### **Consideration of a Motion to enter into Executive Session to discuss "Potential Litigation" in accordance with O.C.G.A.§50-14-3 (2012)**

At 6:20 pm, Councilman Chance made a motion, seconded by Councilman Riggs to enter into Executive Session to discuss "Potential Litigation" in accordance with O.C.G.A.§50-14-3 (2012). Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

At 6:30 pm, Mayor Moore called the regular session back to order. Councilman Riggs made a motion, seconded by Councilman Chance to come out of Executive Session. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Mayor Moore stated there was no action taken in Executive Session.

Deputy City Manager Robert Cheshire stated that Tim Gramms was the Fire Chief and Rob Bryan was the interim Chief of Police.

### **Consideration of a Motion to Adjourn**

Councilman Riggs made a motion, seconded by Councilman Chance to adjourn the meeting. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

The meeting was adjourned at 6:34 pm.





*City of Statesboro*  
*Department of Public Works and Engineering*

---

*P.O. Box 348*  
*Statesboro, Georgia 30459*

*912.764.0681 (Voice)*  
*912.764.7680 (Fax)*

**MEMO**

To: Robert Cheshire, Deputy City Manager  
From: Jason Boyles, Director of Public Works & Engineering  
Date: November 20, 2015  
Re: Purchase Award Recommendation for Sanitation Pickup Truck

This award recommendation is for the purchase of a regular cab pickup truck to be utilized in the Sanitation Division. If approved, this vehicle will be purchased under Georgia State Purchasing Contract # SWC 99999-SPD-ES49199373-0002. As a local government in Georgia, we are allowed to utilize this state contract as it has already been through a competitive bid process by the State of Georgia. In fact, the City of Statesboro has utilized purchasing contracts several times recently. This purchase is under the approved budget of \$30,000.00 and will be funded by Solid Waste Collection revenues under CIP # SWC-10. If approved, this purchase will be made through the State contract holder, Allan Vigil Ford, in accordance with the terms of the State purchasing contract. In addition, the City of Statesboro has purchased several vehicles previously from this vendor.

The Purchasing Director and I recommend the purchase award be made to Allan Vigil Ford, Inc in the amount of \$20,642.00. This amount includes all standard features and selected options under the contract.

Please let me know if you have any concerns or comments on this.

Cc: Darren Prather, Purchasing Director



*City of Statesboro*  
*Department of Public Works and Engineering*

---

*P.O. Box 348*  
*Statesboro, Georgia 30459*

*912.764.0681 (Voice)*  
*912.764.7680 (Fax)*

**MEMO**

To: Robert Cheshire, Deputy City Manager  
From: Jason Boyles, Director of Public Works & Engineering  
Date: November 20, 2015  
Re: Purchase Award Recommendation for Public Works Administration Truck

This award recommendation is for the purchase of a crew cab pickup truck to be utilized in the Public Works Administration Division. If approved, this vehicle will be purchased under Georgia State Purchasing Contract # SWC 99999-SPD-ES49199373-0002. As a local government in Georgia, we are allowed to utilize this state contract as it has already been through a competitive bid process by the State of Georgia. In fact, the City of Statesboro has utilized purchasing contracts several times recently. This purchase is under the approved budget of \$26,000.00 and will be funded through the GMA Lease Pool under CIP # PWA-2. If approved, this purchase will be made through the State contract holder, Allan Vigil Ford, in accordance with the terms of the State purchasing contract. In addition, the City of Statesboro has purchased several vehicles previously from this vendor.

The Purchasing Director and I recommend the purchase award be made to Allan Vigil Ford, Inc in the amount of \$25,945.00. This amount includes all standard features and selected options under the contract.

Please let me know if you have any concerns or comments on this.

Cc: Darren Prather, Purchasing Director



# *City of Statesboro*

## *Department of Public Works and Engineering*

---

*P.O. Box 348  
Statesboro, Georgia 30459*

*912.764.0681 (Voice)  
912.764.7680 (Fax)*

### **MEMO**

To: Robert Cheshire, Deputy City Manager  
From: Jason Boyles, Director of Public Works & Engineering  
Date: November 20, 2015  
Re: Purchase Award Recommendation for Protective Inspections Pickup Truck

This award recommendation is for the purchase of a regular cab pickup truck to be utilized in the Protective Inspections Division. If approved, this vehicle will be purchased under Georgia State Purchasing Contract # SWC 99999-SPD-ES49199373-0002. As a local government in Georgia, we are allowed to utilize this state contract as it has already been through a competitive bid process by the State of Georgia. In fact, the City of Statesboro has utilized purchasing contracts several times. This purchase is under the approved budget of \$21,000.00 and will be funded through the GMA Lease Pool under CIP # ENG-5. If approved, this purchase will be made through the State contract holder, Allan Vigil Ford, in accordance with the terms of the State purchasing contract. In addition, the City of Statesboro has purchased several vehicles previously from this vendor.

The Purchasing Director and I recommend the purchase award be made to Allan Vigil Ford, Inc in the amount of \$19,768.00. This amount includes all standard features and selected options under the contract.

Please let me know if you have any concerns or comments on this.

Cc: Darren Prather, Purchasing Director



## CONTRACT RENEWAL NO.2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
<b>State Entity's Name:</b>	DOAS State Purchasing Division
<b>Supplier's Full Legal Name:</b>	Allan Vigil Ford Inc.
<b>Contract No.:</b>	SWC 99999-SPD-ES49199373-0002
<b>Solicitation No./Event ID:</b>	99999-SPD-ES49199373
<b>Solicitation Title/Event Name:</b>	Vehicles, Administrative (Regular and Alternatively Fueled)
<b>Contract Award Date:</b>	11/16/2013
<b>Current Contract Term:</b>	12/1/2014-11/30/2015
<b>Amendment No.:</b>	2

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
<b>Beginning Date of New Contract Term:</b>	12/1/2015
<b>End Date of New Contract Term:</b>	11/30/2016

The parties agree the contract will expire at midnight on the date defined as the

**Ordinance #2015-11**  
**An Ordinance Amending Chapter 2 of the Statesboro Code of Ordinances**  
**(Administration)**

WHEREAS, the City has previously adopted an ordinance establishing a police chief position; and;

WHEREAS, that ordinance is outdated as it predates the adoption of the City Manager form of government by the City of Statesboro,

WHEREAS, the governance of the Statesboro Police Department and the Statesboro Fire Department has been established by resolutions adopted at the November 17, 2015 regular meeting of the Mayor and City Council.

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia to ensure efficient and responsive governance:

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 2-101 of Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by replacing it in full, and shall read as follows:

**Sec. 2-101. – Reserved.**

Section 2. 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 3. This Ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading: November 17, 2015

Second Reading: December 1, 2015

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

---

By: Jan J. Moore, Mayor

---

Attest: Sue Starling, City Clerk



# City of Statesboro

## Public Works & Engineering Department

---

P.O. Box 348  
Statesboro, Georgia 30459

912.764.0681 (Voice)  
912.764.7680 (Fax)

### MEMO

To: Robert Cheshire, Deputy City Manager  
From: Jason Boyles, Director of Public Works & Engineering  
Date: November 9, 2015  
Re: Stormwater Utility Ordinance Amendment

Attached is a revision to the stormwater utility ordinance. To clarify some of the language regarding late payment charges I have revised Section 82-271: *Stormwater user fee charge billing; delinquencies and collections; and adjustments* per guidance from the consultant. No other sections of this ordinance have been amended.

Please let me know if you have any concerns or comments.

Attachment

CC: Alvin Leaphart, City Attorney  
Sue Starling, City Clerk

**Ordinance 2015-12: An Ordinance Amending Chapter 82, Utilities, of the  
Statesboro Code of Ordinances**

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

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 82, Article VII (Stormwater Utilities) of the Code of Ordinances, City of Statesboro, Georgia to ensure efficient and responsive delivery of services:

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 82, Article VII (Stormwater Utilities) of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by replacing it in full, and shall read as follows:

**“ARTICLE VII. STORMWATER UTILITIES”**

**Section 82-260. Purpose**

This Chapter is enacted for the purpose of establishing the Stormwater Utility and Stormwater User Fee System and other provisions relating thereto.

**Section 82-261. Findings of Fact**

The Mayor and City Council make the following findings of fact:

- (a) The City of Statesboro is authorized by the Georgia Constitution of 1983, including, without limitation, Article IX, Section II, Paragraph III, and O.C.G.A. §36-82-62 to provide stormwater management service systems and facilities throughout the corporate boundaries of the City of Statesboro (hereinafter "the City" or "Statesboro") and to collect fees for provision of those services.
- (b) In promulgating the regulations contained in this section, the City is acting pursuant to authority granted by the Constitution and laws of the State of Georgia and its City Charter to provide for stormwater collection and disposal. A system for the collection, conveyance, storage, treatment and disposal of stormwater provides services to all properties within the City limits.
- (c) Failure to effectively manage stormwater runoff can result in:

- (1) Erosion of lands, which could threaten businesses, residences, and other structures with water damage and may environmentally impair the rivers, streams and other bodies of water within, and downstream of, the City;
  - (2) Adverse affects to the City's sanitary sewer system operations thereby increasing the potential for infiltration and inflow into the sanitary sewer system;
  - (3) Potential degradation of the quality of both surface water and ground water resources.
- (d) The City presently owns and operates stormwater management systems and facilities, which have been developed over many years. The future usefulness and operational function of the existing stormwater management systems and facilities owned and operated by the City, and the additions and improvements thereto, rests on the ability of the City to effectively manage, protect, control, regulate, use, and enhance stormwater systems and facilities within the City in concert with the management of other water resources within the City. In order to do so, the City must have both a stormwater management program as well as an adequate and stable funding strategy for its stormwater management program operation and drainage-related capital improvement needs.
- (e) The City desires to implement a storm water management program to address storm water runoff quality and quantity and to mitigate the impacts of pollution and flooding which may impact the public municipal separate storm sewer system (MS4), private property and downstream receiving waters of the State of Georgia and/or United States.
- (f) Compliance with applicable regulatory obligations, including but not limited to, the City's National Pollution Discharge Elimination System (NPDES) Wastewater Discharge Permit; the National Flood Insurance Program (NFIP); the Georgia Comprehensive Statewide Water Management Plan; the City's Watershed Assessment and Watershed Protection Plan; and other applicable State and Federal water resources related regulations as well as other identified stormwater management program needs will affect the cost of providing stormwater management services, systems and facilities above what is currently being spent for stormwater quality management, drainage system maintenance, flood plain management, capital drainage projects and other stormwater management program activities.
- (g) The cost of operating and maintaining the City's stormwater management system and the funding of necessary repairs, replacements, improvements and extensions thereof should, to the extent practicable, be allocated in relationship to the services provided by the City's stormwater management



program and the demand imposed by improved property on the City's drainage system and stormwater management program.

- (h) The stormwater management program assessment and financial analysis performed by the City's consultant properly assesses and defines the City's stormwater management program problems, needs, goals, priorities as well as the stormwater management program funding strategy.
- (i) Given the stormwater management program problems, needs, goals, priorities and funding strategy identified in the aforementioned stormwater program assessment and financial analysis, it is appropriate that the City authorize the formation of an organizational and accounting entity dedicated specifically to the management, maintenance, protection, control, regulation, use, and enhancement of storm water management services, systems, and facilities within the City in concert with other water resources management programs. Therefore, it is appropriate for the City to establish a Stormwater Utility and impose a stormwater user fee charge upon all improved/developed properties that may discharge, directly or indirectly, into the public MS4 and stormwater conveyance system, whether the property is private or public in nature.
- (j) Stormwater management is applicable and needed throughout the incorporated areas of the City. While specific service and facility demands may differ from area to area at any given point in time, a stormwater management system and service area encompassing all lands and water bodies within the incorporated areas of the City is appropriate given the present and future needs of the City.
- (k) The stormwater management services rendered may differ depending on many factors and considerations, including but not limited to location, demands and impacts imposed on the stormwater management systems and programs, and risk exposure. It is practical and equitable to allocate the cost of stormwater management among the owners and/or tenants of improved properties in proportion to the demands the properties impose on the City's stormwater management systems and facilities which result in services to such properties and the owners and/or tenants thereof. The fair and equitable apportionment of costs via the stormwater user fee charge correlates to the stormwater management services provided to that property and the runoff demand that the property imposes on the public drainage system and the City stormwater management program.
- (l) Stormwater management needs in the City include, but are not limited to, protection of the public health, safety, and welfare of the community. Provision of stormwater management services renders and/or results in both a service to customers and benefit to all properties, property owners, citizens,

and residents of the City in a variety of ways although the benefits may be indirect or immeasurable.

- (m) A stormwater management program provides the most practical and appropriate means of properly delivering stormwater management services throughout the City. The imposition of a stormwater user fee charge is the most equitable means to allocate the costs to users of the stormwater management services and to generate revenue to implement the defined level of service for the City's stormwater management program.
- (n) The presence and amount of impervious surfaces on each improved property is the most important factor influencing the stormwater runoff contribution of that property; the corresponding demand the property imposes on the stormwater management program; and the cost of providing stormwater management services to that property by the City. Therefore, the amount of impervious surface on each property is the most significant parameter for calculating a periodic stormwater user fee charge; and the City deems it appropriate to impose a stormwater user fee charge upon all improved properties that may discharge, directly or indirectly, into the public drainage system whether the property is private or public in nature.
- (o) A schedule of Stormwater Utility user fee charges based primarily on the amount of impervious surface located on each improved property is the most appropriate and equitable means of allocating the cost of stormwater management services throughout the City. Stormwater Utility user fee charges may be designed with specific modifiers to further enhance customer equity, as well as customer understanding of the user fee charge rate structure, while at the same time minimizing the City's customer account management and maintenance efforts.
- (p) Stormwater Utility user fee charges may be supplemented by other funding which addresses specific needs, including, but not limited to, special district service fees, General Fund allocations, revenue bonds, use of proceeds from special purpose local option sales taxes (SPLOST) and other forms of revenue, as deemed appropriate by the Mayor and City Council.
- (q) The existence of privately owned and maintained on-site stormwater control facilities, activities or assets which reduce, or otherwise mitigate, the impact of a particular property on the City's stormwater management program, and the Stormwater Utility's cost of providing stormwater management services and/or stormwater management systems and facilities, should be taken into account to reduce the user fee charge on that property in the form of a credit, and such credit should be conditioned upon continuing provision of such services, systems, facilities, activities or assets in a manner complying with the standards and codes as determined by the Stormwater Utility. Credits for

privately owned and maintained stormwater management systems, facilities, activities or assets shall be generally proportional to the affect that such systems have on the reduction and mitigation of the stormwater runoff impacts from the property.

- (r) It is required that the revenue proceeds from all user fee charges for stormwater management services, systems or facilities, together with any other supplemental revenues raised or otherwise allocated specifically to stormwater management services, systems or facilities, be dedicated solely to those purposes. Such user fee revenue proceeds, and other supplemental revenues, shall be deposited into the City of Statesboro Stormwater Utility Enterprise Fund. The user fee proceeds and other supplemental revenues shall remain in the enterprise fund, and be dispersed only for stormwater management capital improvements, facilities, equipment, operating and non-operating costs, lease payments, debt service payments, or other indebtedness related to the stormwater management program.
- (s) In order to protect the health, safety and welfare of the public, the governing authority of Statesboro hereby exercises its authority to establish a Stormwater Utility, as the best available means of addressing the foregoing stormwater management program needs and priorities. By means of this Ordinance, the City will enact a stormwater user fee rate structure and a procedure for the establishment of a user fee charge billing rate related to the provision of stormwater management services.

## **Section 82-262. Definitions**

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

- (a) *Act* means and refers to the Clean Water Act codified at 33 U.S.C. § 1251, *et seq*, and the rules and regulations promulgated by the United States Environmental Protection Agency pursuant thereto.
- (b) *Credit* means a reduction in the amount of a customer's stormwater user fee charge in recognition of a customer's efforts to mitigate the stormwater runoff impact that developed property has on the City stormwater management services and systems, and/or the efforts of a customer to offset the City's cost for implementation of stormwater management program related activities.

- (c) *Customers of the Stormwater Utility* shall include all persons, properties, and entities serviced by and/or benefitting from the services provided by the City's stormwater management program and the Stormwater Utility. These services include, but are not necessarily limited to, the Stormwater Utility's administration, management, maintenance, expansion, and improvement of the stormwater management systems for the handling and disposal of stormwater runoff from private and public properties, and the regulation of the public and private stormwater management systems, controls, facilities, and activities.
- (d) *Dwelling Unit* shall mean a structure, regardless of the type or method of construction, which contains one (1) or more bedrooms, a bathroom, and cooking facilities, designed for occupancy by a one or more person(s) regardless of relationship, living as a single-family unit.
- (e) *Enterprise fund* means a fund used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing authority is that the cost of providing services to the public on a continuing basis be financed or recovered primarily through user charges.
- (f) *Equivalent Residential Unit (ERU)* means the stormwater user fee charge billing unit increment related to the median horizontal impervious surface area footprint of 3,200 square feet for a typical single family dwelling unit within the City.
- (g) *Fiduciary Fund* means a trust or agency fund used to account for assets held by a local government in a trustee capacity.
- (h) *Hydrologic Response* defines the manner and means whereby stormwater runoff collects, remains, diverts, infiltrates, and is conveyed from a property. Hydrologic Response is dependent on several factors including, but not limited to, the presence of impervious surface, the parcel's size, the parcel's shape, the parcel's topography, the parcel's vegetative canopy, the parcel's groundwater characteristics, the parcel's on-site operations, the parcel's stormwater controls, the parcel's antecedent moisture as well as the parcel's geologic and hydro-geologic characteristics.
- (i) *Impervious area* shall mean and have the same definition as impervious surface.
- (j) *Impervious surface* means those areas which prevent or impede the infiltration of stormwater into the soil in the manner in which it entered the soil, in natural conditions, prior to development and causes stormwater runoff to collect, concentrate or flow in a manner materially different from what would occur if the land were in an unaltered/undeveloped natural condition.

Common impervious surfaces include, but are not limited to, rooftops, buildings or structures, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, awnings and other fabric or plastic coverings, and other surfaces such as compacted soil and gravel, which prevent or impede the natural infiltration of stormwater runoff which existed prior to development.

- (k) *Improved property (or developed property)* means property altered from its natural state by construction or installation of more than five hundred (500) square feet of impervious surfaces.
- (l) *Manufactured Home Park* means a common development (with a single property owner or entity) of more than one factory-built or pre-fabricated housing structures that have been partially or entirely assembled at another location and moved into the development.
- (m) *Multi-Family Residential (MFR) Property* means developed property containing more than two dwelling units in or attached thereto, situated upon a single lot of record. MFR properties shall not include improved property containing structures used primarily for non-residential purposes and as defined herein or vacant/undeveloped property.
- (n) *Non-Single Family Residential (NSFR) Property* shall mean a developed parcel of land that consists of various non-residential land uses including, but not limited to: (1) multi-family, commercial (including mixed commercial & residential), office/institutional, public, transportation, industrial, manufacturing and storage buildings and facilities; (2) parking lots, parks, public and private schools, universities and hospitals; (3) streets, roads, water and wastewater treatment plants; and (4) any other form of use not specifically defined as a single family residential property (SFR).
- (o) *Non-Single Family Residential (NSFR) Customer* shall mean a utility customer whose property meets the definition of NSFR whether such customer is the owner of the parcel or a tenant of the owner.
- (p) *Parcel* shall mean a designated parcel or tract, established by plat, subdivision, or as otherwise permitted by law, to be separately owned, used, developed, or built upon.
- (q) *Partial impervious surface* shall mean those areas which allow for limited infiltration of rainfall and surface water runoff into the soil in the manner that is more similar to natural conditions than “impervious surface” as defined above. Partial impervious surfaces influence and affect stormwater runoff such that the runoff is collected, concentrated and/or flows in a manner that is materially different from what would occur if the land were in an unaltered natural condition. Common partial impervious surfaces include, but are not limited to, compacted gravel and/or compacted soils.

- (r) *Private stormwater management systems and facilities* shall mean those natural and manmade channels, swales, ditches, rivers, streams, creeks, branches, reservoirs, ponds, drainageways, inlets, catch basins, pipes, headwalls, storm drains, lakes and other physical works, properties and improvements which transfer, control, convey or otherwise influence the movement of stormwater runoff or water quality, for which operation and maintenance is the responsibility of the owner or successor or assignee thereof, and which have not been conveyed or dedicated to the City for future maintenance.
- (s) *Public stormwater management systems and facilities (or the City's Municipal Separate Storm Sewer System)* shall mean that portion of the drainage system consisting of natural and/or man-made structures, within the political boundaries of the city which channel or convey storm water from its point of collection to a point of discharge, owned by the City, over which the City has a legal right of access, have been formally dedicated to and accepted by the City for maintenance, or over which the City exercises dominion and control.
- (t) *Service area* means the entire land area within the corporate limits of the City.
- (u) *Single-Family Residential (SFR) Property* means developed property containing one residential structure with no more than two dwelling units in or attached thereto, situated upon a single lot of record. Improved property may be classified as SFR even if supplemental accessory structures are present such as garages, carports, storage buildings, guesthouses, servants or caretakers quarters, cottages or barns, or the presence of a commercial use within the residence, as long as such use does not result in significant additional amounts of impervious surfaces, as determined by the governing body or its designee. SFR properties shall not include improved property containing structures used primarily for non-residential purposes and as defined herein; manufactured homes located within manufactured home parks where the land is owned by someone other than the owners of the manufactured homes; residential condominium developments with more than two units; or vacant/undeveloped property.
- (v) *Single-family Residential (SFR) Customer* means a utility customer of the City residing in a dwelling unit whether such customer is the owner of the dwelling unit or a tenant of the owner of the dwelling unit.
- (w) *Stormwater management services* mean all water quality and water quantity related services provided by the City which relate to the following:
  - (1) Transfer, control, conveyance or movement of stormwater runoff through the incorporated portions of the City;
  - (2) Maintenance, repair and replacement of existing stormwater management systems and facilities;

- (3) Planning, development, design and construction of additional stormwater management systems and facilities to meet current and anticipated needs;
  - (4) Regulation of the use of stormwater management services, systems and facilities; and
  - (5) Compliance with applicable State and Federal stormwater management regulations and permit requirements;
  - (6) Other services as deemed appropriate by the City.
- (x) *Stormwater management systems and facilities* mean those natural and manmade channels, swales, ditches, rivers, streams, creeks, branches, reservoirs, ponds, drainage ways, inlets, catch basins, pipes, headwalls, storm sewers, public streets, curbs and gutters, lakes and other physical works, properties and improvements which transfer, control, convey, detain, retain, treat or otherwise influence the movement of stormwater runoff.
  - (y) *Stormwater Utility Manager* means the person appointed by the City Manager to administer the provisions of this article.
  - (z) *Stormwater user fee charge* means the periodic user fee charge for the provision of stormwater management services imposed pursuant to this Article of the Statesboro Stormwater Utility Ordinance. This term shall exclude special charges to the owners and/or tenants of particular properties for services, systems or facilities related to stormwater management, including, but not limited to, charges for development plan review, inspection of development projects, post-construction maintenance and inspection of existing facilities, on-site stormwater control systems and other stormwater management related services provided by Statesboro for which a corresponding fee is collected for the service rendered.
  - (aa) *Undeveloped Land* means land in its unaltered natural condition or which is modified to such a minimal degree as to have a Hydrologic Response comparable to land in an unaltered natural condition shall be deemed undeveloped. For purposes of this Article, Undeveloped Land includes property altered from its natural condition by the existence and/or installation of five hundred (500) square feet or less of Impervious Surface.
  - (bb) *User* is defined as any person who uses property, which maintains connection to, discharges to, or otherwise receives stormwater management services from the City.

**Section 82-263.  
Established**

**Stormwater Utility and Enterprise Fund**

- (a) There is hereby established a Stormwater Utility to be known as the City of Statesboro Stormwater Utility, which shall be responsible for stormwater management services throughout the incorporated area of the City, and which shall provide for the management, protection, control, regulation, use and enhancement of the City's stormwater management systems and facilities and stormwater management program services.
- (b) There is hereby established a Stormwater Utility Enterprise Fund in the City accounting systems for the purpose of dedicating and protecting all funding generated by the Stormwater Utility user fee charge to the operation of the stormwater management program and Stormwater Utility, including, but not limited to, rates, charges, and fees as may be established by the Mayor and City Council from time to time, and other funds that may be allocated to the Stormwater Utility. Such Fund shall be both an Enterprise fund and a Fiduciary fund, consistent with the definitions within this article.
- (c) All revenues and receipts generated from the storm water user fee charges shall be segregated and placed into the Stormwater Utility Enterprise Fund in trust, and be expended solely for stormwater management purposes; provided, however, such fund may also pay a reasonable allocation of costs provided to the Stormwater Utility by the City's General Fund, or other utilities of the City, in order to account for application overhead costs. Stormwater Utility user fee charge revenue shall be used only for the operating expenses and/or capital investments of the Stormwater Utility. However, other forms of revenue and/or financial resources, not accounted for in the Stormwater Utility user fee revenue, may be allocated as deemed appropriate by the City, to provide supplemental funding to the stormwater management program and stormwater management services.
- (d) Under the supervision and oversight of the City Manager, the City shall place responsibility with the Stormwater Utility Manager for operation, maintenance and regulation of the Stormwater Utility and stormwater management systems and facilities owned and operated, or maintained by the City, and other related assets, including, but not limited to, properties, other than road rights-of-way, upon which such stormwater management systems and facilities are located, easements, rights-of-entry and access and certain equipment used solely for stormwater management.

**Section 82-264. Stormwater Utility Service Area**

- (a) There shall be one Stormwater Utility service area in the City which shall encompass the municipal boundaries of Statesboro. The City has established that all developed parcels within the municipal boundaries receive stormwater management program services from the City. Improved/developed properties within the defined service area will receive a stormwater user fee charge bill because they contribute stormwater runoff to the public drainage system, are



directly or indirectly connected to the City's drainage system, and/or receive stormwater management services from the City to varying degrees.

**Section 82-265. Scope of Responsibility for Stormwater Management Systems and Facilities**

- (a) The Stormwater Utility shall provide stormwater management services for existing and proposed public stormwater management systems and facilities as defined in this article, subject to funding availability and policy considerations made in the best interest of the public health, safety and general welfare, and of the environment. Additionally, the Stormwater Utility may accept the responsibility for providing stormwater management services to private stormwater management systems and facilities, acceptance of which conforms to policies established by the Mayor and City Council.
- (b) The City owns in fee simple, or has legal rights established by written agreements, which allow it to operate, maintain, improve, and access those stormwater management systems and facilities which are located:
  - (1) On property owned by, or within the possession and control of, the City
  - (2) Within public rights-of-way of the municipal street system and, where the City has by agreement with the County or State agreed to maintain public roads and highways on the County Road System and/or State Highway System;
  - (3) On private property but within legally dedicated easements granted to, and accepted by, the City;
  - (4) On private property where the City has been granted, by written agreements, rights-of-entry, rights-of-access, rights-of-use or other provisions for operation, maintenance, improvement and access to the stormwater management system facilities located thereon; or
  - (5) On public land which is owned by another governmental entity with whom the City has a written agreement providing for the operation, maintenance, improvement and access to the stormwater management systems and facilities located thereon.
- (c) Operation, maintenance and/or improvement of stormwater management systems and facilities which are located on private or public property not owned by the City, and for which there has been no written agreement granting easements, rights-of-entry, rights-of-access, rights-of-use or other form of dedication thereof to the City for operation, maintenance, improvement and access of such stormwater management systems and facilities shall be and remain the legal responsibility of the property owner and/or tenant, except as otherwise provided for by state and federal laws and regulations.

- (d) The Stormwater Utility may provide periodic inspection, testing, or engineering assessment of privately owned stormwater management systems and facilities to ascertain that said facilities are functioning as designed and approved. After notice to the property owner, the Stormwater Utility may provide for remedial maintenance of said private facilities based upon the severity of stormwater problems and potential hazard to the public health, safety, and welfare and the environment., In cases where such remedial maintenance is required to be performed by the City, the City shall have the right to bill the owner of said private facility for the costs of such maintenance, and impose a lien against the property to enforce collection.
- (e) It is the express intent of this article to protect the public health, safety and welfare of people and property in general, but not to create any special duty or relationship with any person or entity, or to any specific property within or outside the municipal boundaries of the City. The City expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages or equitable remedies upon the City, its elected officials, officers, employees, and agents arising out of any alleged failure or breach of duty or relationship.
- (f) If any permit, plan approval, inspection, or similar act is required by the City as a condition precedent to any land disturbance or construction activity upon property not owned by the City pursuant to this or any other regulatory code, ordinance, regulation or rule of the City, or under federal or state law, the issuance of such permit, plan approval or inspection shall not be deemed to constitute a warranty, express or implied, nor shall it afford the basis for any action, including any action based on failure to permit, negligent issuance of a permit, negligent plan approval, negligent construction of permitted system or facility, or negligent maintenance of any permitted stormwater management system or facility not expressly dedicated to and accepted by the City for further maintenance in an action seeking the imposition of money damages or equitable remedies against the City, its Mayor and City Council members, officers, employees or agents.

**Section 82.266. Stormwater Utility Customer Classes.**

- (a) The Stormwater Utility shall establish specified customer classes within the service area to reflect differences in impervious surface and stormwater runoff characteristics; stormwater management program services provided by the City to the Stormwater Utility customers; and the respective demand that those customers' properties place on the City stormwater management program and drainage system components. All publicly owned developed properties, other than streets or roads, are subject to the user fee charges on the same basis as private properties. The Stormwater Utility classes will

encompass all developed and undeveloped properties within the City and are defined as follows:

- (1) The Single Family Residential (SFR) Class shall consist of all developed properties classified as SFR customers per the applicable definition.
  - (2) The Non-Single Family Residential (NSFR) Class shall consist of all developed properties classified as NSFR customers per the applicable definition.
  - (3) The Undeveloped Class shall consist of properties classified as undeveloped per the applicable definition.
- (b) Documentation pertaining to the Stormwater Utility customer classes shall be kept on file in the office of the Stormwater Utility Manager for public inspection.

**Section 82-267. Stormwater User Fee Charges.**

- (a) It shall be the policy of the City that user fee charges for stormwater management services to be provided by the Stormwater Utility in the designated service area shall be equitably derived through methods which have a demonstrable relationship to the varied demands and impacts imposed on the stormwater management services by individual properties and/or the level of service rendered by, or resulting from, the provision of stormwater management services by the City.
- (b) The basis for calculation of the stormwater user fee charge for developed properties within the City is established in this Ordinance. The City shall assign or determine the customer class, amount of impervious area and other pertinent factors as may be needed for the fair, reasonable and equitable allocation of the costs to deliver stormwater management services and to calculate the stormwater user fee charges for developed properties in the City.
- (c) Stormwater user fee charge rates shall be structured so as to be uniform within the customer class, and the resultant user fee charges shall bear a reasonable connection, or rational nexus, to the cost of providing stormwater management services. User fee charge rates shall be in addition to other rates, charges, or fees employed for stormwater management within the incorporated areas of the City as defined herein.
- (d) To the extent practicable, credits against stormwater user fee charges shall be provided for on-site stormwater control systems and activities constructed, operated, maintained and performed to the City's standards by public and private property owners and/or tenants which eliminate, mitigate or

compensate for the impact that the property or person may have upon stormwater runoff discharged to public stormwater management systems and facilities, or to private stormwater management systems and facilities which impact the proper function of public stormwater management systems and facilities.

- (e) The stormwater user fee charges shall accrue beginning June 1, 2015 and be billed in arrears each month to customers.

**Section 82-268. Stormwater User Fee Charge Billing Rates**

- (a) The Stormwater Utility shall impose a stormwater user fee charge on all developed properties within the service area in accordance with the provisions of this Ordinance. The Stormwater Utility shall apportion the cost of delivering stormwater services to all developed properties based on the demand the property places on the City's stormwater management program, the stormwater services provided by the City and the benefits derived by the property as a result of the provision of services.
- (b) The Mayor and City Council shall establish by resolution the stormwater user fee charge rates, and the billing rates may be modified by the Mayor and City Council from time to time to meet the financial and operational needs of the Statesboro Stormwater Utility. A current schedule of said rates shall be on file in the office of the City Clerk of Statesboro. In setting or modifying such rates, it shall be the goal of the City to establish rates that are fair, equitable and reasonable, and which, together with other funding sources available to the Statesboro Stormwater Utility for services, systems, and/or facilities related to stormwater management are sufficient to support the cost of the stormwater management program, including, but not limited to, the payment of principal and interest on debt obligations, lease payments, operating expenses, capital outlays, non-operating expenses, provisions for prudent reserves and other Stormwater Utility related costs as deemed appropriate by the City.
- (c) Stormwater user fee charges shall be based upon the total number of Equivalent Residential Units (ERUs) associated with developed properties within the City. Each ERU shall correspond to 3,200 square feet of impervious surface.
- (d) Gravel and compacted soil driveways, parking areas, and roads on private property will be considered partial impervious surface and included in the customer's ERU calculation because of the Hydrologic Response characteristics of these materials. However, the total surface area associated with these materials will be calculated at 85% of the total ERUs to reflect the hydrologic response characteristics of these materials.

- (e) Calculation of User Fee Charges. The periodic stormwater user fee charges imposed on all developed properties shall be calculated by multiplying the stormwater user fee billing rate (per ERU) times the number of ERUs for each customer account. The number of ERUs that will be utilized to calculate the user fee charge for each customer account shall be in general accordance with the following:
- (1) SFR Customer Class: Each SFR customer account shall be charged 1.0 ERU per month unless the conditions outlined below applies.
    - i. If two customer accounts are assigned to a SFR property (i.e. a duplex) then each customer account on that parcel will be charged 0.5 ERU per month for billing purposes.
  - (2) NSFR Customer Class: Each NSFR customer shall be charged 1.0 ERU for each 3,200 square feet, or increment thereof, of impervious surface located on the property to establish the total number of ERUs for billing. Fractional ERUs will be rounded to one decimal place to establish the number of ERUs for billing each month.
  - (3) Undeveloped Land Customer Class: Undeveloped land shall be assigned 0 ERUs and will not receive a stormwater user fee bill.

**Section 82.269. Stormwater User Fee Charge Exemptions.**

- (a) Except as provided in this section or otherwise provided by law, no developed public or private property located in the incorporated area of the City, containing more than 500 square feet of impervious surface, shall be exempt from the stormwater user fee charges. The Stormwater Utility user fee charge is not a tax and no exception, credit, offset, or other reduction in stormwater user fee charges shall be granted based on age, tax status, economic status, race, religion, disability, or other condition unrelated to the Stormwater Utility's cost of providing stormwater management program services and facilities.
- (b) Exemptions to the stormwater user fee charges are as follows:
- (1) Parcels which contain 500 square feet, or less, of impervious surfaces or partial impervious surfaces shall be exempt from stormwater user fee charges.
  - (2) Linear railroad rights-of-way (i.e. tracks, rails, rail bed) outside of the defined rail yard limits shall be exempt from stormwater user fee charges. This exemption is in recognition of routine drainage system maintenance and capital construction activities undertaken by the rail road company associated with rights-of-way and drainage conveyance

systems. However, railroad stations, rail yards, maintenance buildings, and/or other improved property used for railroad operations shall not be exempt from stormwater user fee charges.

- (3) City of Statesboro streets and rights-of-way shall be exempt from stormwater user fee charges. The Stormwater Utility shall not charge the City a user fee charge for the impervious surface associated with City's streets and other impervious surfaces within the rights-of-way of the City's municipal street system. This exemption is granted in consideration of the City allowing the Stormwater Utility to utilize the City's existing streets, curbs, gutters, drainage ways and ditches, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural and man-made, within and owned by the City which controls, diverts, and conveys surface water for the purposes of collecting, diverting, transporting and controlling surface runoff and storm waters. All other developed property owned by the City shall be subject to the imposition of stormwater user fee charges in accordance with this article.
- (4) Bulloch County roads and rights-of-way on the County Road System located within the City limits shall be exempt from stormwater user fee charges inasmuch as Bulloch County has legal responsibility to perform all drainage system maintenance and capital construction activities with respect to such roads and rights-of-way. This exemption is in recognition of the drainage system maintenance and capital construction responsibilities undertaken by Bulloch County. All other developed property owned by Bulloch County that is within the service area shall be subject to the imposition of stormwater user fee charges in accordance with this Ordinance.
- (5) Georgia Department of Transportation (GDOT) highways, Federal Interstates, and rights-of-way on the State Highway System within the City limits shall be exempt from stormwater user fee charges. This exemption is in recognition of routine drainage system maintenance, NPDES regulatory compliance, and capital construction activities undertaken by GDOT in association with GDOT rights-of-way road and drainage conveyance systems. However, offices, maintenance buildings, and/or other developed property used for GDOT purposes shall not be exempt from stormwater user fee charges.
- (6) Publicly owned developed property of the Federal and State governments, their departments, agencies, boards, commissions, and authorities, shall not be exempt from stormwater user fee charges under this article.

**Section 82.270. Stormwater User Fee Charge Credits.**

- (a) The Stormwater Utility Manager may grant credits or adjustments based on the technical and procedural criteria set forth in the City of Statesboro Stormwater Utility Credit Manual (Credit Manual), which is incorporated into this Ordinance by reference and made a part hereof. Copies of the Credit Manual will be maintained by and made available from the Stormwater Utility Manager.
- (1) Customers may apply for credits and/or adjustments in accordance with the Credit Manual.
  - (2) A stormwater user fee charge credit shall be determined based upon meeting all technical requirements, standards and criteria contained in the Credit Manual. The amount of credit, or reduction of the stormwater user fee charge, shall be in accordance with the criteria contained in the Credit Manual.
  - (3) Any credit allowed against the stormwater user fee charge is conditioned on continuing compliance, including proper future maintenance of the stormwater management systems and facilities with design and performance standards as stated in the Credit Manual and upon continuing provision of the controls, systems, facilities, services, and activities provided, operated, and maintained by the customer. The Stormwater Utility Manager may revoke a credit at any time for noncompliance with applicable standards and criteria as established in the Credit Manual or this Article.
  - (4) In order to obtain a credit, the customer must make application to the City on forms provided by the Stormwater Utility Manager for such purpose, and in accordance with the procedures outlined in the Credit Manual.
  - (5) The application for any credit or adjustment must be in writing and must include the information necessary to establish eligibility for the credit or adjustment, and be in the format described in the Credit Manual. The customer's public utility account must be paid and current prior to review and approval of a Stormwater Utility credit application by the City. Incomplete applications will not be accepted for consideration and processing.
- (b) When an application for a credit is deemed complete by the Stormwater Utility Manager, he shall have 30 days from the date the complete application is received to approve the credit in whole, approve the credit in part, or deny the credit. The Stormwater Utility Manager's decision shall be in writing and will be mailed to the address provided on the adjustment request, and service shall be complete upon mailing. Credits applied for by the customer and approved in whole or in part, shall apply to all stormwater user fee charges in accordance with the terms defined in the Credit Manual.

**Section 82-271. Stormwater User Fee Charge Billing; Delinquencies and Collections; and Adjustments.**

- (a) Billing. The property owner or utility customer account holder, as identified from City public utility billing database information, Tax Digest and other public records of Bulloch County, shall be obligated to pay the applicable stormwater user fee charge.
- (1) Stormwater user fee charges shall begin to accrue June 1, 2015, and shall be billed in arrears on the customer's monthly public utility bill thereafter beginning in the July 2015 billing cycle.
  - (2) The stormwater user fee charge will be billed and collected on a combined utility bill and collected along with other City utility services from the person in whose name such services have been placed on account with the City. If and when the account is closed or becomes delinquent, the bills for unpaid previous service as well as for current and future service shall be reverted to the property owner.
  - (3) Customers that do not have another utility service shall receive a utility bill with stormwater user fees only or shall be billed via another method and frequency established by the City.
  - (4) The City reserves the right to bill the stormwater user fee charge to either the property owner or the utility customer account holder (i.e. the tenant) as described herein.
    - i. The City shall have the authority to bill the property owner's tenant for the stormwater user fee charge in situations where the tenant has opened an account with the City for public utility services; provided, however, the property owner shall remain ultimately liable for payment of the stormwater user fee charge imposed on the property.
    - ii. The City shall be authorized to bill the landlord or property owner for stormwater services where accurate and equitable apportionment of the user fee charges to multiple accounts on a parcel is not practical as determined by the City, and/or to facilitate efficient billing and collection of customer stormwater user fee charges. For example, the user fee charge for multi-family properties, i.e. properties with more than two (2) units, may be billed to the property owner, landlord or property management company.
  - (5) Frequency of the billing of stormwater user fee charges shall be specified by the Mayor and City Council.
  - (6) Failure of the customer to receive a utility bill or a stormwater user fee charge shall not be justification for nonpayment. Regardless of



the party to whom the bill is initially directed, the property owner of each developed property subject to stormwater user fee charges shall be ultimately obligated to pay stormwater user fee charges and any interest on delinquent stormwater user fee charge payments.

- (7) If a property is unbilled, or if no bill is sent for a particular tract of developed property, the Stormwater Utility may back bill for a period of up to three (3) years, but shall not be entitled to any interest or any delinquency charges during the back billed period.

(b) Delinquencies and Collections.

- (1) The Stormwater Utility user fee charge shall be billed and collected as an integral part of the City's billing for other utility services and the customer may not elect to separate such fee from the remainder of the utility bill for nonpayment. If the customer fails to include payment of the Stormwater Utility user fee charge portion of the utility bill when the utility bill is paid, or otherwise separates the Stormwater Utility user fee charge from the remainder of the bill for nonpayment, the entire billing will be in default notwithstanding any other payment made towards the bill, and, in addition to all other remedies which the City may have for nonpayment, any or all other utility services, including water service, may be terminated on the date printed on the bill in accordance with the procedures established in the City Code of Ordinances for such termination. Acceptance and retention by the City of any portion of the utility bill shall not constitute a waiver of the foregoing provisions.
- (2) All bills not paid by the due date are subject to the late payment charge, as approved by resolution of the mayor and city council. In addition, all costs of collection, including attorney's fees and court costs, will be added.
- (3) Unpaid stormwater service fees may also be collected by filing suit to collect on an unpaid account and by using all methods allowed by Georgia law to collect on any civil judgment obtained thereby, including enforcement of any lien resulting from any such judgment. Unless reduced to a judgment and a *writ of fieri facias* issued, the unpaid user fee charge shall not constitute a direct lien against the owner or the property.
- (4) In the event of non-payment and service cut-off, the customer must pay the bill in full, the late payment charge, a cut-off charge if applicable, and pay a deposit if it was either waived, previously refunded, or was used to make the payment, late payment charge, and/or the cut-off charge. The City Manager is authorized to work out a payment plan for customers that demonstrate the ability to pay. Such a payment plan can only be entered into once in a 12-month period.

Failure to meet any payment date of a payment plan shall terminate the payment plan, and the services shall be discontinued.

- (c) Adjustments. The Stormwater Utility Manager shall administer the procedures and standards for the adjustment of the stormwater user fee charge.
- (1) If a customer believes his stormwater user fee charge amount is incorrect, the customer may seek an adjustment of the stormwater user fee charge for the account at any time by submitting the request in writing to the Stormwater Utility Manager and setting forth in detail the grounds upon which relief is sought. The customer's public utility account must be paid and current prior to consideration of an adjustment request by the City.
  - (2) Customers requesting the adjustment shall be required, at their own expense, to provide accurate impervious area and other supplemental information to the Stormwater Utility Manager, including, but not limited to, a survey certified by a registered land surveyor or a professional engineer or as otherwise allowed by the Stormwater Utility Manager. Submittal of this information will be required if the City staff cannot make a determination based on field inspection and/or review of existing City aerial photography. Failure to provide the required information within the time limits established by the Stormwater Utility Manager, as may be reasonably extended, may result in denial of the customer's adjustment request.
  - (3) Once a completed adjustment request and all required information are received by the Stormwater Utility Manager, the Stormwater Utility Manager shall within 30 calendar days render a written decision.
  - (4) In considering an adjustment request, the Stormwater Utility Manager shall consider whether the calculation of the stormwater user fee charge for the account is correct.
  - (5) The Stormwater Utility Manager's decision shall be in writing and will be mailed to the address provided on the adjustment request, and service shall be complete upon mailing.
  - (6) If the result of an adjustment is that a refund is due the applicant, the refund will be applied as a credit on the applicant's next stormwater user fee charge bill.

## **Section 82-272. Appeals and Hearings**

- (a) Appeals. An appeal to the City Manager may be taken by any customer aggrieved by any decision of the Stormwater Utility Manager. The appeal shall be taken within 30 calendar days of the decision of the Stormwater Utility Manager by filing with the City Manager a notice of appeal in writing

specifying the grounds thereof. Upon the filing of the notice of appeal, the Stormwater Utility Manager shall forthwith transmit to the City Manager all documentation constituting the record upon which the decision appealed from was taken.

- (b) Hearings. The City Manager shall fix a reasonable time for hearing the appeal and give written notice to the appellant at least ten (10) calendar days prior to the hearing date. The notice shall indicate the place, date and time of the hearing. The City Manager shall affirm, reverse, affirm in part, or reverse in part the decision of the Stormwater Utility Manager after hearing the evidence. If the decision of the Stormwater Utility Manager is reversed in whole or in part, resulting in a refund or credit due to the property owner or customer, then such refund or credit shall be calculated retroactive to the date of the initial appeal. The decision of the City Manager shall be final, and there shall be no further administrative appeal. Any person aggrieved or dissatisfied with the decision of the City Manager may petition the Superior Court of Bulloch County for *Writ of Certiorari*. “

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, City of Statesboro Code of Ordinances, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

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 17, 2015

Second Reading        December 1, 2015

The Mayor and City Council of the City of Statesboro, Georgia

---

By: Jan J. Moore, Mayor

---

Attest: Sue Starling, City Clerk

RESOLUTION 2015-45; A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE CITY OF STATESBORO SCHEDULE OF FEES, RATES, AND FINES FOR FISCAL YEAR 2016.

THAT WHEREAS, the City Council viewed and approved the first City of Statesboro Schedule of Fees, Rates, and Fines that incorporates all departments inclusive for Fiscal Year 2016.

WHEREAS, it is required by the departments to uphold the policy and pricing as laid out within the document as the standard.

WHEREAS, the Mayor and City Council have reviewed a proposed First Amendment to the Schedule of Fees, Rates, and Fines from the City Manager that includes corrections to definitions as well as previously established fees inadvertently left out of departments.

WHEREAS, the Mayor and City Council wish to adopt this First Amendment for Fiscal Year 2016;

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 Schedule of Fees, Rates, and Fines, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Amendment for the City's Fiscal Year 2016 Schedule of Fees, Rates, and Fines..

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

Adopted this 1st day of December, 2015.

CITY OF STATESBORO, GEORGIA

---

By: Jan J. Moore, Mayor

---

Attest: Sue Starling, City Clerk

## ATTACHMENT #1

### FY 2016 FIRST SCHEDULE OF FEES, RATES AND FINES AMENDMENT

Page 4: Reduce Pawn Shop Additional Location Fee to \$250 from \$275.

Page 9: Natural Gas Fund:

Change Account Establishment "Fee" to Account Establishment "Charge"

Correction to Account Establishment Charge: FY 2015 should be \$30 and FY 2016 \$40 to match Water/Sewer fund fees previously approved.

Correction to Standard Service Fee for all customer types: FY 2015 should be \$25 and FY 2016 should be \$30 to match Water/Sewer Fund fees previously approved.

Correction to Seasonal Gas Reconnect Fee: FY 2015 should be \$55 and FY 2016 "See Note.

To Season Gas Reconnect Fee Add: Note: Sum of a gas service fee and account establishment charge (AEC).

Page 11: Add: Sanitation Polycart Deposit FY 2015 \$35 and FY 2016 \$35.

Page 14: Change Residential to Industrial in the note.

Page 16: Change Residential to Industrial in the note.

Page 20: Add: Water Deposit FY 2015 \$85 and FY 2016 \$85.

Irrigation Deposit FY 2015 \$85 and FY 2016 \$85.

Return Check Fee FY 2015 \$35 and FY 2016 \$35.

Change Account Establishment "Fee" to Account Establishment "Charge"

Page 20: Insert "Return Trip Service Fees" under "Water Service Fee"

Add the following language for late payments:

The late payment charge referenced in Section 66-6(e) of the solid waste ordinance, in Section 82-38(b) of the natural gas utility ordinance, and in Section 82-70 (b) of the water service utility ordinance and in Section 82-271 of the stormwater ordinance shall be 10% of the outstanding balance.

Unless otherwise agreed to in writing by an obligor or otherwise provided for by general law or ordinance, obligations for the payment of money to City that arise out of a transaction to sell or furnish, or the sale of, or furnishing of, goods or services by the city to an obligor are commercial accounts, and shall be assessed the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16. However, utility accounts that are assessed a 10% late charge shall not be charged the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16.



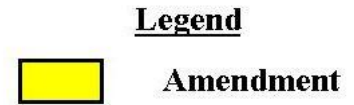
# City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

**Legend**  
 **Amendment**

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
<b>Engineering Department</b>				
<b>Electrical Permits:* ( Per size of service)</b>				
60 to 100 AMP main switch	City Ordinance Sec 1707	\$31.50	\$31.50	> 6 Years
101 to 200 AMP main switch	City Ordinance Sec 1707	\$52.50	\$52.50	> 6 Years
201 to 400 AMP main switch	City Ordinance Sec 1707	\$84.00	\$84.00	> 6 Years
401 to 600 AMP main switch	City Ordinance Sec 1707	\$115.50	\$115.50	> 6 Years
601 to 800 AMP main switch	City Ordinance Sec 1707	\$210.00	\$210.00	> 6 Years
801 to 1200 AMP main switch	City Ordinance Sec 1707	\$315.00	\$315.00	> 6 Years
2101 to 2000 AMP main switch	City Ordinance Sec 1707	\$472.50	\$472.50	> 6 Years
2001 to 4000 AMP main switch	City Ordinance Sec 1707	\$1,050.00	\$1,050.00	> 6 Years
		\$35.00	\$35.00	> 6 Years
* One permit charge.				
* Each circuit connected in panel (in use) shall be \$3.00 in addition to the above charges.				
* Minimum inspection charges on any job will be \$35.00.				
<b>Plumbing Permits:</b>				
Plumbing permit per fixture charge	City Ordinance Sec 1707	\$6.00	\$6.00	> 6 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 6 Years
<b>HVAC Permits:</b>				
HVAC permit per ton up to 49,999 BTU heating	City Ordinance Sec 1707	\$9.00	\$9.00	> 6 Years
HVAC permit per ton (condensing unit) charge per 50,000 to 100,000 BTU	City Ordinance Sec 1707	\$20.00	\$20.00	> 6 Years
Permit per ton for every additional 100,000 BTU charge	City Ordinance Sec 1707	\$20.00	\$20.00	> 6 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 6 Years
<b>Other Permits:</b>				
Right of Way Encroachment & Street Excavation Permit	City Ordinance Sec 1707	\$35.00	\$35.00	> 6 Years
Land Disturbing Activity Permit per Acre**	City Ordinance Sec 38-105 ( c )	\$40.00	\$40.00	> 6 Years
Cemetery Lots				
1 Grave Lot	City Ordinance Sec 26-7	\$1,000.00	\$1,000.00	> 4 Years
2 Grave Lot	City Ordinance Sec 26-7	\$2,000.00	\$2,000.00	> 4 Years
** No application fee				
<b>Protective Inspections Division</b>				
<b>Protective Inspections:</b>				
First Inspection	City Ordinance Sec 1707	\$35.00	\$35.00	> 6 Years
Second Inspection	City Ordinance Sec 1707	\$50.00	\$50.00	> 6 Years
Third Inspection	City Ordinance Sec 1707	\$75.00	\$75.00	> 6 Years
Fourth Inspection and Subsequent Inspections	City Ordinance Sec 1707	\$100.00	\$100.00	> 6 Years
<b>Planning and Development Department</b>				
<b>Building Permits: *</b> * This fee does not include fees for required inspections and plan review.				
Value of Project:	I.R.B.C.; City Ordinance Sec 14-01			
\$1000 and less	No fee, unless inspection is required, in which case a \$35.00 fee for each inspection shall be required.			> 6 Years
\$1000 to \$100,000	\$35.00 for first \$1,000.00 plus \$6.00 for each additional thousand or fraction thereof to, and including, \$100,000.00.			> 6 Years



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016



Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
\$100,000 to \$500,000				> 6 Years
\$500,000 and up				> 6 Years
<b>Other Permits:</b>				
Subdivision Permit (Commercial & Residential)	City Ordinance Apen. A Sec 1707	\$150.00	\$0.00	> 6 Years
Demolition Permit Per Structure	City Ordinance Apen. A Sec 1707	\$75.00	\$75.00	> 6 Years
Moving Permit Per Structure	City Ordinance Apen. A Sec 1707	\$100.00	\$100.00	> 6 Years
Right of Way Permit	Proposed Ordinance	N/A	\$100.00	New
<b>Zoning Fee Schedule:</b>				
Administrative Variance	City Ordinance Apen. A Sec 1707	\$50.00	\$50.00	Nov 2011
Annexation*				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
Special Exception				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$150.00	\$150.00	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
Variance**				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$300.00	\$300.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$350.00	\$350.00	June 16, 2009
Zoning Map Amendment***				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$200.00 + \$2.00 per acr	\$200.00 + \$2.00 per acre	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$300.00 + \$2.00 per acr	\$300.00 + \$2.00 per acre	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$400.00 + \$2.00 per acr	\$400.00 + \$2.00 per acre	June 16, 2009
Wireless Communication Conditional Use				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A	N/A	
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$2,000.00	\$3,000.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$2,000.00	\$3,000.00	June 16, 2009
Wireless Communication Tower maintenance & Upgrade Permit				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A	N/A	
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	N/A	\$50.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	N/A	\$50.00	June 16, 2009
Signs				
New sign/sign modification	City Ordinance Apen. A Sec 1707	\$50.00 + \$1.00 S.F.	\$50.00 + \$1.00 S.F.	June 16, 2009
Wireless Communication Maint & Upgrades	City Ordinance Apen. A Sec 1707	N/A	\$75.00	
Temporary sign or banner	City Ordinance Apen. A Sec 1707	\$50.00	No Fee	June 16, 2009
Other				
Appeal****	City Ordinance Apen. A Sec 1707	\$350.00 + Advertisement Fee	\$150.00 + Advertisement Fee	June 16, 2009
Applicant Request to Table	City Ordinance Apen. A Sec 1707	\$100.00	N/A	June 16, 2009



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

**Legend**  
 **Amendment**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>	
Note	Article XV Plan Review (Man., Mobile, & Modular Home) * Applications for annexation at the default R-40 zoning district shall be processed for no fee. ** A separate application must be processed for each instance and/or provision in which a variance is requested. *** Fee based on the district being requested. Applications for property proposed to be zoned PUD shall be based on the primary proposed use of underlying base zoning district. **** Appeal fee of \$150.00 (excluding advertisement) refunded if ruling favors applicant. All fees, including surcharges, shall double where application for a permitted activity is made retroactively.	City Ordinance Apen. A Sec 1707 \$250.00	N/A	June 16, 2009	
<b><u>Subdivisions Fee Schedule:</u></b>					
Major Subdivisions					
	Sketch Plan	City Ordinance Apendix A Art. X	N/A no fee required	N/A no fee required	June 16, 2009
	Preliminary Plat	City Ordinance Apendix A Art. X	\$150.00 + \$2.00 per lot	N/A no fee required	June 16, 2009
	Final Plat * No fee if approved as part of building permit/certificate of occupancy process.	\$100.00	\$100.00	\$100.00	June 16, 2009
Minor Subdivisions					
	Minor Subdivision Plat	City Ordinance Apendix A Art. X	\$50.00	\$25.00	June 16, 2009
Financial					
	Improvement Guarantee (Original)	City Ordinance Apendix A Art. X	\$50.00	\$50.00	June 16, 2009
	Improvement Guarantee (Amendment)	City Ordinance Apendix A Art. X	\$50.00	\$50.00	June 16, 2009
Other					
	Appeal **	City Ordinance Apendix A Art. X	\$350.00 + ad fee	cost of advertisement fee	June 16, 2009
	Applicant Request to Table	City Ordinance Apendix A Art. X	\$100.00	cost of advertisement fee	June 16, 2009
	Variance (Appendix B [Subdivision Regulations] only)***	City Ordinance Apendix A Art. X	\$350.00	\$250.00	June 16, 2009
Note	* Separate fee for each phase and for each amended final plat. *** A separate application must be processed for each instance and/or provision in which a variance is requested. Additional administrative activities for which the Statesboro Planning Department has been designated as the City's principal administrative agent.	City Ordinance Apendix A Art. X			
<b><u>Miscellaneous:</u></b>					
	Development of Regional Impact Surcharge	Georgia State Statute	\$100.00 + \$5.00 per acr	\$100.00	June 16, 2009
	Zoning Certification Letter	Georgia State Statute	\$40.00	\$40.00	June 16, 2009
	Statesboro Subdivision Regulations	\$20.00 bound copy; \$10.00 digital copy		\$20.00 bound copy; \$10.00 digital copy	
	Statesboro Zoning Ordinance	\$20.00 bound copy; \$10.00 digital copy		\$20.00 bound copy; \$10.00 digital copy	
	Statesboro Comprehensive Plan (or other official plan or planning study adopted by City Council)*	\$20.00 bound copy; \$10.00 digital copy		\$20.00 bound copy; \$10.00 digital copy	June 16, 2009
Note	* Also available on City of Statesboro website: <a href="http://www.statesboroga.gov">www.statesboroga.gov</a> All fees, including surcharges, shall double where application for a permitted activity is made retroactively.				
<b>City Clerk's Department</b>					
	Alcohol License Application Fee	City Ordinance Sec 6-26 (d)	\$150.00	\$150.00	> 6 Years
	Retail Beer & Wine Alcohol License Fee Packaged Only	City Ordinance Sec 6-26 (c)(1)	\$1,250.00	\$1,250.00	> 6 Years
	Retail Beer & Wine Alcohol License Fee By the Drink	City Ordinance Sec 6-26 (c)(2)(a)	\$1,250.00	\$1,250.00	> 6 Years
	Retail Liquor Alcohol License Fee By the Drink	City Ordinance Sec 6-26 (c)(2)(b)	\$2,500.00	\$2,500.00	> 6 Years
	Manufacturing Alcohol License Fee Beer & Wine	City Ordinance Sec 6-26 (c)(1)	\$1,250.00	\$1,250.00	> 6 Years
	Beer Wine & Liquor Alcohol License Fee By the Drink	City Ordinance Sec 6-26 (c)(2)(c)	\$3,750.00	\$3,750.00	> 6 Years





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend



**Amendment**

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Wholesale Alcohol License Fee	City Ordinance Sec 6-26 (c)(3)	\$1,000.00	\$1,000.00	> 6 Years
On-Premise Consumption Report Late Fee	City Ordinance Sec 6-84 (c)(1)	\$250.00	\$250.00	> 6 Years
Outdoor Alcohol Permit App Fee	City Ordinance Sec 6-56 (b) (3)	\$25.00	\$25.00	2 Years
Outdoor Alcohol License Fee	City Ordinance Sec 6-56 (b) (17)	\$5,000.00	\$5,000.00	2 Years
Penalties for Violation:				
First Offense	City Ordinance Sec 6-247	\$100.00	\$100.00	> 6 Years
Second Offense	City Ordinance Sec 6-247	\$200.00	\$200.00	> 6 Years
Any Offense Thereafter	City Ordinance Sec 6-247	\$500.00	\$500.00	> 6 Years
Criminal Background Check Fee for Alcohol License	GAPS GA Applicant Proc Serv	\$52.75	GAPS	> 6 Years
Application Fee for Business License (Occupational Tax Certificate)	City Ordinance Sec 18-102	\$35.00	\$40.00	5 Years
Business License Fee (Permit for Employee)	City Ordinance Sec 18-104	\$20.00	\$20.00	> 6 Years
Business License Flat Fee (for all businesses)	City Ordinance Sec 18-104	\$85.00	\$95.00	5 Years
Temporary Vendors App Fee	City Ordinance Sec 18-2	\$10.00	\$15.00	> 6 Years
Temporary Vendors Lic. Fee Per Day (Street vendors, seasonal, garage sales)	City Ordinance Sec 18-2	\$35.00	\$40.00	> 6 Years
Practitioners of Professions and Occupations -Occupation Tax	City Ordinance Sec 18-105	\$400.00	\$400.00	> 5 Years
Violation of Businesses who Fail or Refuse To Pay Occupation Tax	City Ordinance Sec 18-114 (d)	\$500.00	\$500.00	> 5 Years
Taxi Cab App Fee	City Ordinance Sec 90-9	\$20.00	\$20.00	1 Year
Taxi Cab Criminal Background Check Fee	GAPS GA Applicant Proc Serv	\$36.25	GAPS	3 Years
Taxi/Vehicle for Hire - Vehicle Operator Fee	City Ordinance Sec 18-103 (a) (1) (b)	\$75.00	\$80.00	> 5 Years
Taxi Cab Vehicle for Hire Regulatory Fee	City Ordinance Sec 18-103 (1) (a)	\$75.00	\$80.00	> 5 Years
Taxi Cab Duplicate ID Fee (lost ID card)	City Policy	\$5.00	\$10.00	3 Years
Pawn Shop License Fee	City Ordinance Sec 18-62	\$250.00	\$250.00	1 Year
<b>Pawn Shop Additional Location Fee</b>	<b>City Ordinance Sec 18-62</b>	<b>\$250.00</b>	<b>\$250.00</b>	1 Year
Pawn Shop Regulatory Fee	City Ordinance Sec 18-103 (1) (a)	\$50.00	\$60.00	> 6 Years
Open Records Request (copies) **	State Regulations	\$.10 Per Page	\$.10 Per Page	3 Years
Election Qualifying Fee for Mayor and Council Members	State Regulations	3% of Salary	3% of Salary	3 Years
Property Tax Penalty	State Regulations	1% until Paid*	1% until Paid*	3 Years
Wrecker and Towing Regulatory Fees	City Ordinance Sec. 18-103	\$75.00	\$85.00	8 Years
Wrecker and Towing Violation Damages	City Ordinance Sec. 18-237	\$100.00	\$100.00	> 5 Years
Wrecker and Towing -No Agreement for Systematic Surveillance of Property for Towing	City Ordinance Sec. 18-238	\$1,000.00	\$1,000.00	> 5 Years
Professional Bondsman Regulatory Fee	City Ordinance Sec. 18-103	\$75.00	\$85.00	8 Years
Billiard Operators Regulatory Fee	City Ordinance Sec. 18-103	\$50.00	\$55.00	8 Years
Criminal Penalties for Ordinance Violations by Owners or Operators of Amusement Game Rooms:				
First Offense	City Ordinance Sec. 18-273 (a) (1)	\$500.00	\$500.00	> 5 Years
Second Offense	City Ordinance Sec. 18-273 (a) (2)	\$750.00	\$750.00	> 5 Years
Third Offense	City Ordinance Sec. 18-273 (a) (3)	\$1,000.00	\$1,000.00	> 5 Years
More than Three Offenses	City Ordinance Sec. 18-273 (c)	\$1,000.00	\$1,000.00	> 5 Years
Massage Parlor Regulatory Fee	City Ordinance Sec. 18-103	\$50.00	\$55.00	8 Years
Adult Entertainment Establishment Regulatory Fee	City Ordinance Sec. 18-103	\$50.00	\$55.00	8 Years
Adult Entertainment Establishments Investigation Fee	City Ordinance Sec. 18-180 (b)	\$50.00	\$55.00	> 5 Years



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend



**Amendment**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
Adult Entertainment Establishments Application Fee	City Ordinance Sec. 18-181 (a)	\$2,500.00	\$2,500.00	> 5 Years
Adult Entertainment Establishments Application Renewal Fee	City Ordinance Sec. 18-187	\$500.00	\$500.00	> 5 Years
Adult Entertainment Establishments Change of Name/Location Fee	City Ordinance Sec. 18-189	\$500.00	\$500.00	> 5 Years
Adult Entertainment Establishments Business License Violation Fee	City Ordinance Sec. 18-197	\$1,000.00	\$1,000.00	> 5 Years
Adult Entertainment Establishments Administrative Fee For Change of Location	City Ordinance Sec. 18-201	\$15.00	\$15.00	> 5 Years
Insurance Companies License Fees	City Ordinance Sec. 18-31	\$100.00	\$100.00	3 Years
Insurance Companies Additional Location -per location charge	City Ordinance Sec. 18-32	\$35.00	\$40.00	3 Years
Alcohol Excise Tax on Mixed Drinks***	City Ordinance Sec 6-191	3% of total mixed alcohol 4x per year		3 Years
Temporary Alcohol License Fee (90 day period)	City Ordinance Sec 6-34	\$50.00	\$60.00	>6 Years
Hotel Motel Tax Rate	City Ordinance Sec 74-22	6%	6%	2 Years

\* 10% 90 days past due.

\*\* Fee plus salary of lowest paid employee qualified to fill request with the first 15 minutes free.

\*\*\* Additional Alcohol excise tax per O.C.G.A. Title 3, Chapter 5, Article 4, Part 2, 3-5-80: Municipalities shall impose an excise tax in addition to excise taxes levied by the state.

### **Statesboro Police Department**

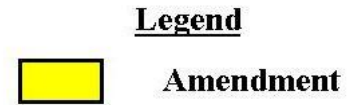
<u>Type of Charges:</u>				
Accident Report Copies	O.C.G.A. 40-9-30	\$2.00 per copy	\$2.00 per copy	3 years
Criminal Background Check	O.C.G.A. 35-3-34 (d3)	\$25.00 each	\$25.00 each	3 years
Expungement Request	O.C.G.A. 35-3-37	\$25.00 each	\$25.00 each	3 years
Police Extra Duty Employment	City Policy	\$30/hr 3 hr min.	\$30/hr 3 hr min.	3 years
Technology Fee	City Ordinance 78-10	\$20.00	\$30.00	>3 years

<u>Open Records Costs per Open Records Act:</u>				
Hours to search retrieve and review				
First 15 minutes	State Regulations	no charge	no charge	3 years
Total hours of preparation*	State Regulations	x \$13.62 =Amount	x \$13.62 =Amount	3 years
Total hours of copying documents*	State Regulations	x \$13.62 =Amount	x \$13.62 =Amount	3 years
Total number of Pages**	State Regulations	x \$0.10 = Amount	x \$0.10 = Amount	3 years
Other Costs that may apply				
Number of copies of audio tapes (CD-ROM)	State Regulations	x \$.35 = Amount	x \$.35 = Amount	3 years
Number of copies of video tapes	State Regulations	x \$.35 = Amount	x \$.35 = Amount	3 years
Number of copies of photographs	State Regulations	x \$.10 = Amount	x \$.10 = Amount	3 years
Number of CD-ROM's with digital photographs	State Regulations	x \$.35 = Amount	x \$.35 = Amount	3 years
Other Agency Costs (specify in detail)	State Regulations	+ (Actual Costs)	+ (Actual Costs)	3 years
Postage	State Regulations	+ (Actual Costs)	+ (Actual Costs)	3 years
Discovery Request Cost Worksheet				
Number of Case Files	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	3 years
Number of copies of audio CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	3 years
Number of copies of photograph CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	3 years
Number of copies of video DVD	State Regulations	x \$25.00 = Amount	x \$25.00 = Amount	3 years
Postage	State Regulations	+ Actual cost	+ Actual cost	3 years



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016



Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Note	*Hourly Rate - The hourly charge for administrative/clerical tasks may not exceed the salary of the lowest paid, full-time employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.			
	**Copy Rate - An agency may not charge more than \$0.10 per page for each copy.			
<b>Statesboro Fire Department</b>				
<b>Fire Prevention:</b>				
	<b>Plan Review</b>			
Site Plans, per submittal, re-submittals, revisions, changes & amendments:	Proposed Ordinance	N/A	\$50.00	New
Construction Plans	Proposed Ordinance			
Building Construction and/or Renovation 0 – 2,500 square feet	Proposed Ordinance	N/A	\$50.00	New
Building Construction and/or Renovation 2,500 – 5,000 square feet	Proposed Ordinance	N/A	\$100.00	New
Building Construction and/or Renovation 5,000 – 10,000 square feet	Proposed Ordinance	N/A	\$150.00	New
Building Construction and/or Renovation 10,000 & up square feet*	Proposed Ordinance	N/A	\$150.00	New
Fire Sprinkler	Proposed Ordinance			
Sprinkler Systems 0 – 2,500 square feet	Proposed Ordinance	N/A	\$50.00	New
Sprinkler Systems 2,500 – 5,000 square feet	Proposed Ordinance	N/A	\$100.00	New
Sprinkler Systems 5,000 – 10,000 square feet	Proposed Ordinance	N/A	\$150.00	New
Sprinkler Systems 10,000 & up square feet*	Proposed Ordinance	N/A	\$150.00	New
Single Family Residential, Multi-Family Residential, Commercial, Not Required by Fire Code		N/A	No Charge	New
Standpipe System				
Standpipe Systems: Fee per system **	Proposed Ordinance	N/A	\$50.00	New
Fire Pump				
Fire Pump System: Fee per system **	Proposed Ordinance	N/A	\$50.00	New
Fire Alarm				
Sprinkler Systems 0 – 2,500 square feet	Proposed Ordinance	N/A	\$50.00	New
Sprinkler Systems 2,500 – 5,000 square feet	Proposed Ordinance	N/A	\$100.00	New
Sprinkler Systems 5,000 – 10,000 square feet	Proposed Ordinance	N/A	\$150.00	New
Sprinkler Systems 10,000 & up square feet*	Proposed Ordinance	N/A	\$150.00	New
Single Family Residential, Multi-Family Residential, Commercial, Not Required by Fire Code		N/A	No Charge	New
Hood and/or Hood Suppression System				
Hood Exhaust System	Proposed Ordinance	N/A	\$40.00	New
Hood Suppression System, Fee per system	Proposed Ordinance	N/A	\$40.00	New
Firework Displays				
Special Effects, Pyrotechnic and Flame Special Effects NOT Close Proximity	Proposed Ordinance	N/A	\$25.00	New
Special Effects, Pyrotechnic and Flame Special Effects Close Proximity	Proposed Ordinance	N/A	\$75.00	New
Note	*\$0.015 per additional square foot			
	**except if part of continuation with sprinkler			
<b>New Construction</b>				
Occupancy Permit cost per permit	Proposed Ordinance	N/A	\$10.00	New
Initial Inspection for each initial inspection	Proposed Ordinance	N/A	No Charge	New
Re-Inspection Fees				



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend



**Amendment**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
First Re-Inspection	Proposed Ordinance	N/A	No Charge	New
Second Re-Inspection and Each Subsequent Re-Inspection	Proposed Ordinance	N/A	\$50.00	New
Tent Permit Fee per tent, 400 sq. ft. or more	Proposed Ordinance	N/A	\$30.00	New
Temporary place of assembly	Proposed Ordinance	N/A	\$75.00	New
<b>Existing Construction</b>				
Annual Inspection	Proposed Ordinance	N/A	No Charge	New
First Re-Inspection	Proposed Ordinance	N/A	No Charge	New
Second Re-Inspection	Proposed Ordinance	N/A	\$25.00	New
Third Re-Inspection	Proposed Ordinance	N/A	\$50.00	New
Forth Re-Inspection Fee plus Citation to Municipal Court	Proposed Ordinance	N/A	\$100.00	New
Not having required Maintenance and documentation form	Proposed Ordinance	N/A	\$50.00	New
<b>Fire Sprinkler Systems Fees</b>				
<b>Residential, Commercial And Industrial Monthly Fee for inside Fire Service District:</b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$12.50	\$12.50	> 3 years
<b>Residential, Commercial And Industrial Monthly Fee for outside Fire Service District:</b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$15.00	\$21.50	> 3 years
<b>Governmental Monthly Fee for inside Fire Service District:</b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$17.50	\$25.00	> 3 years
<b>Governmental Monthly Fee for outside Fire Service District:</b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$20.00	\$35.00	> 3 years
<p>Note: Fire Service fees are calculated per inch of diameter of the fire line. For Example: if the Fire Service Supply Line is 6 inches in diameter, the Monthly Fire Service fee would be \$12.50 X 6" diameter = \$75.00. The Fire Sprinkler Systems Fee is to cover the cost of inspections made by the Fire Department. The fire department sends a copy of the report to the Water/Sewer Department in case EPD news to review them. The two departments work together to set the rate.</p>				
<b>Nuisance Fire Alarms</b>				
Nuisance Alarm #1 and #2	Proposed Ordinance	N/A	No Charge	New
Nuisance Alarm #3	Proposed Ordinance	N/A	\$350.00	New
Nuisance Alarm #4	Proposed Ordinance	N/A	\$500.00	New
Nuisance Alarm #5	Proposed Ordinance	N/A	\$750.00	New
Nuisance Alarm #6 and above Fee per each occurrence	Proposed Ordinance	N/A	\$1,000.00	New
Fire Alarm Reconnection	Proposed Ordinance	N/A	\$50.00	New
Failure to repair malfunction alarm within 30 days fee per day	Proposed Ordinance	N/A	\$250.00	New
A fee shall be charged immediately when nuisance fire alarm activation is the result of the failure to use prudent and reasonable means to avoid such nuisance fire alarm activations.	Proposed Ordinance	N/A	\$250.00	New
<b>Fire Lanes</b>				
Violation of Fire Lane code*	City Ordinance Ch 42 Art 3 Div 4	N/A	\$150.00	New
Parking in an Fire Lane per each occurrence	Proposed Ordinance	N/A	\$50.00	New
Note	*Plus \$10.00 per day after 14 days			



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

**Legend**  
 **Amendment**

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
<b>Special Request:</b>				
Water Flow Test	Proposed Ordinance	N/A	\$40.00	New
<b>Response and Presence:</b>				
<b>Fire Apparatus Standby and Response</b>				
Apparatus Standby fee per vehicle per hour or portion thereof*	Proposed Ordinance	N/A	\$250.00	New
Specialized Equipment Standby (e.g. ATV, pickup truck, Fire Safety House, etc.)*	Proposed Ordinance	N/A	\$150.00	New
Note      *Plus hourly rate for personnel				
<b>Fire Personnel Rate</b>				
Rates are per hour or portion thereof Fire or special response and standby	Proposed Ordinance	N/A	\$30.00	New
Hazardous Material Responders	Proposed Ordinance			
Operations Level per hour	Proposed Ordinance	N/A	\$30.00	New
Technician Level per hour	Proposed Ordinance	N/A	\$45.00	New
Specialist Level per hour	Proposed Ordinance	N/A	\$60.00	New
Fire Extra Duty Employment	City Policy	\$30/hr 3 hr min.	\$30/hr 3 hr min.	3 Years
<b>Special Services</b>				
Services not specifically listed will be charged at the actual costs to the Statesboro Fire Department plus a fifteen percent (15%) administrative fee				New
<b>Miscellaneous:</b>				
<b>Hazardous Materials Response</b>				
Rates based on Federal and/or State Guidelines and actual costs to replace, service, test, and dispose of and equipment utilized plus a fifteen percent (15%) administrative fee				New
To include Statesboro Fire Department response and any other agencies that assist with the response				
<b>USAR Response</b>				
Rates based on Federal and/or State Guidelines and actual costs to replace, service, test, and dispose of and equipment utilized plus a fifteen percent (15%) administrative fee				New
To include Statesboro Fire Department response and any other agencies that assist with the response				
<b>Wildland Firefighting (Within Response District)</b>				
Rates based on Federal and/or State Guidelines and actual miles traveled, apparatus used, personnel, and replacement of any non-reusable or damaged items				New
To include Statesboro Fire Department response and any other agencies that assist with the response				
<b>Wildland Firefighting (Out of Response District)</b>				
Rates based on Federal and/or State Guidelines and actual miles traveled, apparatus used, personnel, and replacement of any non-reusable or damaged items				New
<b>Public Information and Records Requests</b>				
One-sided copy, for duplicated copies of not more 8½ inches by 14 inches: \$0.25 per page				New
Two sided copy, for duplicated copies of not more 8½ inches by 14 inches: \$0.35 per page				New
The applicable hourly rate for requests requiring extensive use of information technology resources, clerical, or supervisory assistance may be charged in addition to the actual cost of duplication.				New
<b>Returned Check Fee: \$35.00</b>				
				New
<b>Late Payment Fee: 1½ % per 30 days</b>				
				New
Note      All fees are payable to the Statesboro Fire Department unless noted otherwise. Statesboro Fire Department reserves the right to waive any or all fees on an individual case-by-case basis This fee schedule will be reviewed annually during the budgeting process.				



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend

**Amendment**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
<b>Statesboro Municipal Court</b>				
<b>Court Fees:</b>				
Court Costs		\$10.00	\$20.00	> 7 years
Jail Fee		10% of Fine	10% of Fine	> 7 years
<b>Natural Gas Fund</b>				
<b>Tap Fees:</b>				
Residential and Small Commercial: Tap fees are \$150.00 and can be reduced based upon appliance usage: \$50.00 reduction per appliance and \$150.00 for Water Heaters. Tap fees include 100 feet of service line and standard meter set.				
Additional Service line	City Ordinance Sec 82-34	\$3.00 per foot	\$3.00 per foot	> 3 years
Additional boring	City Ordinance Sec 82-34	\$10.00 per foot	\$10.00 per foot	> 3 years
Notes: May be additional charges based on work sit specific conditions.				
Large Commercial and Industrial: Tap fees are based on 3-year payback method (See example below)				
Customer pays all cost above 3 year payback or \$150.00 which ever is greater.				
Example: Cost of installation is \$5000.00 Estimated volumes for 3 years x \$2.00 per unit is (2000 x \$2.00) = \$4000.				
Customer would pay: \$1000.				
<b>Deposits &amp; AEC Fees:</b>				
Residential Standard Deposit	City Ordinance Sec 82-34	\$85.00	\$85.00	> 3 years
Account Establishment Charge (On First Bill)	City Ordinance Sec 82-34	\$30.00	\$40.00	> 3 years
Note Commercial Deposits calculated by Customer Service Department				
<b>Service Fees:</b>				
Standard Service Fee for all customer types	City Ordinance Sec 82-34	\$25.00	\$30.00	> 3 years
Seasonal Gas Reconnect Fee	City Ordinance Sec 82-34	\$55.00	See Note	> 3 years
Note: Sum of a gas service fee and account establishment charge (AEC).				
<b>Base Charges:</b>				
Residential	City Ordinance Sec 82-34	\$6.00	\$6.00	> 3 years
Small Commercial	City Ordinance Sec 82-34	\$10.00	\$10.00	> 3 years
Commercial HLF	City Ordinance Sec 82-34	\$25.00	\$25.00	> 3 years
Interruptible and GSU	City Ordinance Sec 82-34	\$250.00	\$250.00	> 3 years
<b>Gas Charges:</b>				
All gas rates: Residential, Commercial, Commercial HLF and Interruptible are based on formulas developed by the Municipal Gas Authority.				
They account for Variable Costs, which is the cost of gas; Fixed Costs, which is transportation, demand and fuel charges from the pipeline company, and City Distribution Costs*. These three components when added together will give you the total cost for gas to each customer class.				
* Distribution Charges				
LLF Residential \$5.00 floor	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	> 3 years
LLF Commercial \$5.00 floor	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	> 3 years
Large Government No floor **	Proposed Ordinance	0	\$4.00 (mcf)	New
HLF Commercial \$5.00 floor	City Ordinance Sec 82-34	\$2.75 (mcf)	\$2.75 (mcf)	> 3 years
Interruptible 1st 2,000 mcf tier rate	City Ordinance Sec 82-34	\$1.10 (mcf)	\$1.10 (mcf)	> 3 years
Interruptible next 8,000 mcf tier rate	City Ordinance Sec 82-34	\$.58 (mcf)	\$.58 (mcf)	> 3 years



## *City of Statesboro Schedule of Fees, Rates and Fines For FY 2016*

### Legend

 **Amendment**

**Fee Description:**

Interruptible next 10,000 mcf tier rate

**Government  
Statute**

City Ordinance Sec 82-34

**FY 2015  
(Current)**

\$ .46 (mcf)

**FY 2016  
(Proposed)**

\$ .46 (mcf)

**Last Known  
Increase**

> 3 years





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

**Legend**  
 **Amendment**

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Notes:				
**(>5000MCF per month)				
<b>Miscellaneous Material and Labor Charges:</b>				
Cost plus 30% will be charged for all materials sold to the public.				
Two-man Service Crew and Truck	City Ordinance Sec 82-34	\$55.00 per hour	\$55.00 per hour	> 3 years
Backhoe and Operator	City Ordinance Sec 82-34	\$65.00 per hour	\$65.00 per hour	> 3 years
Supervisor and Truck	City Ordinance Sec 82-34	\$35.00 per hour	\$35.00 per hour	> 3 years
Laborer	City Ordinance Sec 82-34	\$16.00 per hour	\$16.00 per hour	> 3 years
Customer Assistance Program Rebates:				
Gas Advantage Rebate must include Gas heat, hot water and third appliance	City Ordinance Sec 82-34	\$600.00	\$600.00	>3 years
Tank type water heater (Can be a free 40 gal unit or a Rebate)	City Ordinance Sec 82-34	\$300.00	\$300.00	>3 years
Tankless water heater rebate	City Ordinance Sec 82-34	\$400.00	\$400.00	>3 years
Gas Logs, Ranges, Dryers, Gas lights and Space heaters will each receive a rebate of:	City Ordinance Sec 82-34	\$50.00	\$50.00	>3 years
Gas central heating or Piping system connecting a group of heaters will receive a rebate of:	City Ordinance Sec 82-34	\$200.00	\$200.00	>3 years
Large commercial rebates will be the same as residential or can be calculated at \$50.00 per 100,000 BTU's		Max \$2500.00	Max \$2500.00	>3 years
Appliance Sales:				
Gas appliances will be marked up 15% over cost and sales tax will be added.				
Gas appliances sold to City employees will be sold at cost plus shipping and sales tax will be added.				
<b>Public Works Streets Division</b>				
<b>Signs (Not Installed):</b>				
Handicap Parking Sign      18" x 24"	City Policy	\$50.00	\$55.00	July 1, 2011
Stop Sign                              36"	City Policy	\$110.00	\$120.00	July 1, 2011
Other Signs                            36"	City Policy	N/A	\$120.00	July 1, 2011
<b>Posts (Not Installed):</b>				
12 Feet                              U Channel - New Square Breakaway	City Policy	\$40.00	\$50.00	July 1, 2011
<b>Posts and Private Road Street Name Signs:</b>				
Installed	City Policy	\$250.00	\$275.00	July 1, 2011
<b>Solid Waste Collection Fund</b>				
<b>White Goods Collection:</b>				
Cost per item for recyclable metal appliances	City Ordinance Sec 66-6	\$15.00 each	\$15.00 each	July 1, 2012
<b>Apartment/Multi-Family Collection:</b>				
Cost indicated is for each unit	City Ordinance Sec 66-6	\$17.35 per month	\$17.35 per month	July 1, 2012
<b>Commercial Polycarts:</b>				
Tippage	City Ordinance Sec 66-6	\$3.95	\$3.95	July 1, 2012
Sanitation	City Ordinance Sec 66-6	\$13.90	\$13.90	July 1, 2012
Yard Waste	City Ordinance Sec 66-6	\$1.60	\$1.60	July 1, 2012
<b>Residential Polycarts and Yard Waste:</b>				
Tippage	City Ordinance Sec 66-6	\$3.95	\$3.95	July 1, 2012
Sanitation	City Ordinance Sec 66-6	\$11.80	\$11.80	July 1, 2012





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend

**Amendment**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
Yard Waste	City Ordinance Sec 66-6	\$1.60	\$1.60	July 1, 2012
Sanitation Deposit	City Ordinance Sec 66-7	\$35.00	\$35.00	July 2, 2012
<b>Polycarts Replacement:</b>				
Residential Polycarts	City Ordinance Sec 66-6	\$68.50 each	\$68.50 each	July 1, 2012
Commercial Polycarts	City Ordinance Sec 66-6	\$68.50 each	\$68.50 each	July 1, 2012
<b>Commercial Dumpster:</b>				
Dumpster 2 yard				
1 pickup per week	City Ordinance Sec 66-6	\$24.00	\$24.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$48.00	\$48.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$120.00	\$120.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$24.00	\$24.00	July 1, 2012
Dumpster 4 yard				
1 pickup per week	City Ordinance Sec 66-6	\$48.00	\$48.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$192.00	\$192.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$240.00	\$240.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$48.00	\$48.00	July 1, 2012
Dumpster 6 yard				
1 pickup per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$360.00	\$360.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
Dumpster 8 yard				
1 pickup per week	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$192.00	\$192.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$384.00	\$384.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$480.00	\$480.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$576.00	\$576.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

**Legend**  
 **Amendment**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
<b><u>Compactor Dumpster Monthly Fee:</u></b>				
Dumpster 2 yard				
1 pickup per week	City Ordinance Sec 66-6	\$36.00	\$36.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$108.00	\$108.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$180.00	\$180.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
Dumpster 4 yard				
1 pickup per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$360.00	\$360.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
Dumpster 6 yard				
1 pickup per week	City Ordinance Sec 66-6	\$108.00	\$108.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$324.00	\$324.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$540.00	\$540.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$648.00	\$648.00	July 1, 2012
Dumpster 8 yard				
1 pickup per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$576.00	\$576.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$720.00	\$720.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$864.00	\$864.00	July 1, 2012
<b><u>Yard Waste Fee:</u></b>				
Leaf, Limbs and yard trimmings	Monthly Fees Added to Bill	\$1.60	\$1.60	July 1, 2012
<b><u>Special Pickups:</u></b>				
One hour minimum charge + Tipping fee (variable) After 1 hr., rates assessed in 0.25 hr. intervals. Total varies.	City Ordinance Sec 66-6	\$80.00 hr. + Tipping	\$80.00 hr. + Tipping	July 1, 2012
<b><u>Roll-Off Collection:</u></b>				
Delivery and Collection trip plus Tipping fees incurred.*	City Ordinance Sec 66-6	N/A	\$80.00 + Tipping	New
<b><u>Roll-Off Compactor Collection:</u></b>				
Delivery and Collection trip plus Tipping fees incurred.*	City Ordinance Sec 66-6	N/A	\$120.00 + Tipping	New



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend



**Amendment**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
<b>Roll-Off Compactor Equipment Lease:</b> Equipment only monthly lease agreement (5 Yr) plus equipment set up Note: * Minimum one trip per month.	City Ordinance Sec 66-6	N/A	\$600.00	New
<b>Solid Waste Disposal Fund</b>				
Household/Commercial Garbage and Construction/Demolition Material	City Ordinance Sec 66-140	\$38.00 per ton	\$38.00 per ton	July 1, 2012
Yard Waste & Inert Material	City Ordinance Sec 66-140	\$19.75 per ton	\$19.75 per ton	July 1, 2012
Recyclable Metals	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Minimum Disposal Handling Fee	City Ordinance Sec 66-140	\$6.00 each	\$6.00 each	July 1, 2012
Sorted Recyclable Cardboard or Plastic	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Acceptable Cover-Type Soil	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Georgia Department of Transportation	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Bulk Tires	City Ordinance Sec 66-140	\$120.00 per ton	\$120.00 per ton	July 1, 2012
<b>Storm Water Fund</b>				
<b>Storm Water Fee:</b> 3200 Square Feet (Equivalent Residential Unit)	Proposed Ordinance	N/A	\$3.95 per ERU	New
<b>Reinforced Concrete Pipe Installed for Driveways:</b>				
One and Two family residential driveways only.				
Diameter	Class	Min. Length		Price per linear foot
15"	III DOT Approved	8 feet	City Policy	\$24.00
18"	III DOT Approved	8 feet	City Policy	\$28.00
24"	III DOT Approved	8 feet	City Policy	\$38.00
30"	III DOT Approved	8 feet	City Policy	\$48.00
36"	III DOT Approved	8 feet	City Policy	\$60.00
<b>Water and Sewer Fund</b>				
<b>Residential Customers</b>				
<b>Water and Sewer for Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$6.50	\$6.50	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$6.50	\$6.50	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$2.90	July 1, 2012



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend



**Amendment**

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
<b>Water only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.00	\$13.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
<b>Sewer only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$13.00	\$13.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$2.90	July 1, 2012
<b>Water only Irrigation Inside City Limits:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.00	\$13.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
Note * Industrial Customers located within Gateway or Holland Industrial Park requires an Industrial Pretreatment Permit.				
<b>Water and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$12.00	\$12.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.70	\$4.70	July 1, 2012
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$12.00	\$12.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.20	\$5.20	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.40	\$5.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.60	\$5.60	July 1, 2012
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$24.00	\$24.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.70	\$4.70	July 1, 2012
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$24.00	\$24.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.20	\$5.20	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.40	\$5.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.60	\$5.60	July 1, 2012



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

**Legend**  
 **Amendment**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
<b>Commercial Customers</b>				
<b>Water and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$7.50	\$7.50	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$7.50	\$7.50	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.05	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.25	July 1, 2012
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$15.00	\$15.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$15.00	\$15.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.05	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.25	July 1, 2012
<b>Governmental Customers</b>				
<b>Water and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.50	\$13.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.05	\$4.05	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$13.50	\$13.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$4.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.10	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.35	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$27.00	\$27.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.05	\$4.05	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend



**Amendment**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$27.00	\$27.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$4.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.10	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.35	Sep 24, 2013
<b>Residential Customers</b>				
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$13.00	\$13.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$13.00	\$13.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$5.80	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$26.00	\$26.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013
<b>Sewer only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$26.00	\$26.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$5.80	Sep 24, 2013
<b>Water only Irrigation Outside City Limits:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$26.00	\$26.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013

Note \*Industrial Customers located within Gateway or Holland Industrial Park requires an Industrial Pretreatment Permit.





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend



Amendment

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$12.00	\$12.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.30	\$4.30	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$12.00	\$12.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$24.00	\$24.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.30	\$4.30	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$24.00	\$24.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
<b>Commercial Customers</b>				
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$11.25	\$11.25	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$3.90	\$3.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.05	\$4.05	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.20	\$4.20	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$11.25	\$11.25	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.60	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$4.85	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$22.50	\$22.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$3.90	\$3.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.05	\$4.05	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.20	\$4.20	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend



Amendment

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$22.50	\$22.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.60	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$4.85	Sep 24, 2013
<b>Governmental Customers</b>				
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.70	\$5.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.00	\$6.00	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.50	\$6.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.80	\$6.80	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$7.10	\$7.10	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$36.00	\$36.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.70	\$5.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.00	\$6.00	Sep 24, 2013
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$36.00	\$36.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.50	\$6.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.80	\$6.80	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$7.10	\$7.10	Sep 24, 2013
Note	Base Charges for accounts served by a Master Water Meter shall be calculated by multiplying the number of entities served times the appropriate Base Charge.			
<b>Reclaimed Water- GSU</b>				
<b>Intergovernmental Agreement with GSU for Reclaimed Water:</b>				
Base Charge for water 0-6,600,000 gallons per month	City Ordinance Sec 82-65:Sec 82-66	\$4,356.00	\$4,356.00	Sep 24, 2013
6,600,001 - 15,000,000 gallons extra per month	City Ordinance Sec 82-65:Sec 82-66	\$0.56	\$0.56	Sep 24, 2013
All Over 15,000,000 gallons extra per month	City Ordinance Sec 82-65:Sec 82-66	\$1.50	\$1.50	Sep 24, 2013
<b>Other than GSU Reclaimed Water:</b>				
Base Charge per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
All Usage per 1,000 gallons per month	City Ordinance Sec 82-65:Sec 82-66	\$1.50	\$1.50	Sep 24, 2013
Note	*Supplemental water when Reclaimed water is not available shall be at the lowest billing tier for irrigation of water inside City limits.			





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

**Legend**  
 **Amendment**

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
<b>Sewer Tap Fees Inside City Limits:</b>				
4" Sewer (R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by devel)	City Ordinance Sec 82-62; Sec 82-63	\$200.00	\$200.00	Sep 24, 2013
4" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$600.00	\$600.00	Sep 24, 2013
6" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$1,190.00	\$1,190.00	Sep 24, 2013
8" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$2,975.00	\$2,975.00	Sep 24, 2013
<b>Sewer Tap Fees Outside City Limits:</b>				
4" Sewer (R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by devel)	City Ordinance Sec 82-62; Sec 82-63	\$300.00	\$300.00	Sep 24, 2013
4" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$900.00	\$900.00	Sep 24, 2013
6" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$1,785.00	\$1,785.00	Sep 24, 2013
8" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$4,463.00	\$4,463.00	Sep 24, 2013
Note	Sewer Tap to serve more than one residential, apartment, business or commercial unit shall be calculated by multiplying the number of units served times the Fee for a 4" Sewer Tap. See			
Example	20 apartments served by a single Sewer Tap Inside City Limits	20X \$600. = \$12,000. Tap Fee		
	20 apartments served by a single Sewer Tap Outside City Limits	20X \$900. = \$18,000. Tap Fee		
	<b>Aid To Construction Fees (ATC Fees) ***</b>			
Note	*** \$1.60 per gallon of sewer per day as calculated based upon ordinance.			
<b>Water Tap Fees Inside City Limits</b>				
3/4" Water(R-6;R-8;R-10;R-15;R-20;R-30;R-40;orR-3 if installed by Developer)	City Ordinance Sec 82-62	\$950.00	\$950.00	Sep 24, 2013
3/4" Water	City Ordinance Sec 82-62	\$1,220.00	\$1,220.00	Sep 24, 2013
1" Water	City Ordinance Sec 82-62	\$1,520.00	\$1,520.00	Sep 24, 2013
1 1/2" Water	City Ordinance Sec 82-62	\$2,740.00	\$2,740.00	Sep 24, 2013
2" Water	City Ordinance Sec 82-62	\$3,800.00	\$3,800.00	Sep 24, 2013
3" Water	City Ordinance Sec 82-62	\$5,320.00	\$5,320.00	Sep 24, 2013
4" Water	City Ordinance Sec 82-62	\$8,365.00	\$8,365.00	Sep 24, 2013
6" Water	City Ordinance Sec 82-62	\$12,930.00	\$12,930.00	Sep 24, 2013
8" Water	City Ordinance Sec 82-62	\$19,010.00	\$19,010.00	Sep 24, 2013
10" Water	City Ordinance Sec 82-62	\$23,575.00	\$23,575.00	Sep 24, 2013
2" Fire Service	City Ordinance Sec 82-62	\$3,800.00	\$3,800.00	Sep 24, 2013
3" Fire Service	City Ordinance Sec 82-62	\$5,320.00	\$5,320.00	Sep 24, 2013
4" Fire Service	City Ordinance Sec 82-62	\$8,365.00	\$8,365.00	Sep 24, 2013
6" Fire Service	City Ordinance Sec 82-62	\$12,930.00	\$12,930.00	Sep 24, 2013
8" Fire Service	City Ordinance Sec 82-62	\$19,010.00	\$19,010.00	Sep 24, 2013
10" Fire Service	City Ordinance Sec 82-62	\$23,575.00	\$23,575.00	Sep 24, 2013
<b>Water Tap Fees Outside City Limits</b>				
3/4" Water(R-6;R-8;R-10;R-15;R-20;R-30;R-40;orR-3 if installed by devel)	City Ordinance Sec 82-62	\$1,428.00	\$1,428.00	Sep 24, 2013
3/4" Water	City Ordinance Sec 82-62	\$1,825.00	\$1,825.00	Sep 24, 2013
1" Water	City Ordinance Sec 82-62	\$2,280.00	\$2,280.00	Sep 24, 2013
1 1/2" Water	City Ordinance Sec 82-62	\$4,110.00	\$4,110.00	Sep 24, 2013
2" Water	City Ordinance Sec 82-62	\$5,700.00	\$5,700.00	Sep 24, 2013
3" Water	City Ordinance Sec 82-62	\$7,895.00	\$7,895.00	Sep 24, 2013
4" Water	City Ordinance Sec 82-62	\$12,550.00	\$12,550.00	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

### Legend

**Amendment**

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
6" Water	City Ordinance Sec 82-62	\$19,390.00	\$19,390.00	Sep 24, 2013
8" Water	City Ordinance Sec 82-62	\$28,515.00	\$28,515.00	Sep 24, 2013
10" Water	City Ordinance Sec 82-62	\$35,360.00	\$35,360.00	Sep 24, 2013
2" Fire Service	City Ordinance Sec 82-62	\$5,700.00	\$5,700.00	Sep 24, 2013
3" Fire Service	City Ordinance Sec 82-62	\$7,895.00	\$7,895.00	Sep 24, 2013
4" Fire Service	City Ordinance Sec 82-62	\$12,550.00	\$12,550.00	Sep 24, 2013
6" Fire Service	City Ordinance Sec 82-62	\$19,390.00	\$19,390.00	Sep 24, 2013
8" Fire Service	City Ordinance Sec 82-62	\$28,515.00	\$28,515.00	Sep 24, 2013
10" Fire Service	City Ordinance Sec 82-62	\$35,360.00	\$35,360.00	Sep 24, 2013
<b>Temporary Water Service From Fire Hydrants:</b>				
A refundable security deposit per meter set will be charged	City Ordinance Sec 82-4	\$700.00	\$700.00	Sep 24, 2013
A one time service fee to set each meter will be charged	City Ordinance Sec 82-4	\$60.00	\$60.00	Sep 24, 2013
Note Actual water usage will be charged and billed using the applicable water rate schedule as determined by the Water/Sewer Superintendent.				
<b>Septic Tank Hauler Sewer Fees (Approved):</b>				
Regular/Single Family Septic Fee per 1000 gallon truck capacity	City Ordinance Sec 82-196	\$65.00	\$65.00	Sep 24, 2013
Grease Trap Grey Water Septic Fee per 1000 gal. truck capacity or discharge	City Ordinance Sec 82-196	\$65.00	\$65.00	Sep 24, 2013
Fees for Portable Toilets per load (maximum 500 gallon per load)	City Ordinance Sec 82-196	\$37.50	\$37.50	Sep 24, 2013
<b>Water Testing Fees:</b>				
All City of Statesboro Water Customers	City Ordinance Sec 82-113	No Charge	No Charge	> 7 Years
For all others	City Ordinance Sec 82-113	\$100.00	\$100.00	> 7 Years
<b>Water Service Fee:</b>	City Ordinance Sec 82-65:Sec 82-66	\$25.00	\$30.00	> 7 Years
<b>Return Trip Service Fees:</b>				
Note: There will be a \$50.00 fee for each additional trip that service personnel have to make to turn water service on, where the meter indicates that water may be flowing in the house and no one is at home to turn the water off. Under these circumstances, the City personnel have no choice but to cut the service back off to protect from possible flooding of the building. They then must return at a later time to turn the service back on.				
<b>Deposit &amp; AEC Charges:</b>				
Account Establishment Charge:	City Ordinance Sec 82-70	\$30.00	\$40.00	> 7 Years
Water Deposit	City Ordinance Sec 82-71	\$85.00	\$85.00	> 3 Years
Irrigation Deposit	City Ordinance Sec 82-72	\$85.00	\$85.00	> 3 Years
<b>Non Payment Collection Fee:</b>	City Ordinance Sec 82-70	\$50.00	\$75.00	> 7 Years
<b>Return Check Fee</b>	City Ordinance Sec 82-71	\$35.00	\$35.00	> 3 Years
<b>5 Day Cleaning Turn On Fee plus consumption:</b>	City Ordinance Sec 82-70	\$42.10	See Note*	> 7 Years

Note \* New Fiscal Yr. Charges shall be the sum of water base charge + sewer base charge + sanitation charge + service fee + consumption.

Note: The Fire Sprinkler Systems Fee is to cover the cost of inspections made by the Fire Department. The fire department sends a copy of the report to the Water/Sewer Department in case EPD needs to review them. The two departments work together to set the rate.

Note: Irrigation rates are the same for all classifications.



## *City of Statesboro Schedule of Fees, Rates and Fines For FY 2016*

**Legend**



**Amendment**

**Fee Description:**

**Late Payments:**

**Government  
Statute**

**FY 2015  
(Current)**

**FY 2016  
(Proposed)**

**Last Known  
Increase**

The late payment charge referenced in Section 66-6(e) of the solid waste ordinance, in Section 82-38(b) of the natural gas utility ordinance, in Section 82-70 (b) of the water service utility ordinance, section 82068 of sanitation sewer utility service and in Section 82-271 of the stormwater ordinance shall be 10% of the outstanding principal balance.

Unless otherwise agreed to in writing by an obligor or otherwise provided for by general law or ordinance, obligations for the payment of money to City that arise out of a transaction to sell or furnish, or the sale of, or furnishing of, goods or services by the city to an obligor are commercial accounts, and shall be assessed the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16. However, utility accounts that are assessed a 10% late charge shall not be charged the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16.



2018 Powers Ferry Road SE Suite 850 Atlanta, GA 30339-7200  
T 678.306.3100 www.segalco.com

October 20, 2015

Mr. Randy Logan  
Employee Benefits Counselor  
Georgia Municipal Association  
201 Pryor Street, SW  
Atlanta, Georgia 30303

**RE: Benefit Study for The City of Statesboro**

Dear Randy,

As requested, we have determined the cost associated with a proposed change to the City of Statesboro Retirement Plan to increase the benefit multiplier for Elected Officials from \$35 to \$45 for all years of service.

The data, financial information, actuarial assumptions, and plan provisions for the January 1, 2015 valuation were used to develop these results.

The exhibit on the following page provides a summary of the impact that this change would have on plan costs.

When determining the Recommended Contribution, the total level dollar amortization is adjusted, if necessary, to be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability.

Please note, for the fiscal year July 1, 2014 to June 30, 2015, GASB standards require that the plan's Net Pension Liability (NPL) be reported on the sponsoring employer's balance sheet. The standards require using the Entry Age Funding method and assets at market value (rather than the projected Unit Credit method and smoothed assets which are used for determining contribution requirements). For the year fiscal year ended June 30, 2015, we have calculated this amount as -\$722,381. Inclusion of the proposed benefit improvements would increase this by an estimated \$30,000.

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

Sincerely,

A handwritten signature in cursive script that reads "Jeanette R. Cooper".

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

A handwritten signature in cursive script that reads "Malichi S. Waterman".

Malichi S. Waterman, FCA, MAAA, EA  
Assistant Actuary

**City of Statesboro**  
**Benefit Studies**  
**Summary of Results**

	<b><u>Current Plan</u></b>	<b><u>Increase Elected Officials Benefit to \$45</u></b>
<b><u>Current Recommended Contribution</u></b>		
Recommended Contribution as of January 1, 2015	\$605,346	\$605,346
Covered Payroll	\$10,848,107	\$10,848,107
% of Covered Payroll	5.49%	5.49%
<b><u>Impact of Benefit Improvement</u></b>		
Cost of Benefit Improvement	--	\$2,033
% of Covered Payroll	--	0.02%
<b><u>Total Plan Cost of Benefit Improvement</u></b>		
\$ Amount (Recommended Contribution + Cost of Benefit Improvement)	--	\$607,379
% of Covered Payroll	--	5.51%
<b><u>Funding Elements</u></b>		
Mid-year Normal Cost with Expenses	\$583,170	\$585,128
Actuarial Value of Assets	\$21,513,924	\$21,513,924
Actuarial Accrued Liability	\$18,030,669	\$18,058,320
Unfunded Actuarial Accrued Liability	-\$3,483,255	-\$3,455,604
Funded Ratio	119.32%	119.14%

*Fiscal year begins July 1, 2015.*

**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) - (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) - (15) of pre-approved Addendum – Not Applicable \*\*\***

- (16) Prior Service Credit for City Manager Employed as of November 6, 2013 - This subsection applies to the City Manager who was employed in such position as of November 6, 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

Ordinance 2015-13

Version A

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

**DEFINED BENEFIT RETIREMENT PLAN**

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

**City of Statesboro**

**Form Volume Submitter Adoption Agreement**  
**Amended and Restated as of January 1, 2007**  
**(With Amendments Effective Through July 1, 2015)**



# TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE .....	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT .....	2
1. ADMINISTRATOR .....	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY .....	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE.....	3
6. TYPE OF ADOPTION .....	3
7. EFFECTIVE DATE.....	3
8. PLAN YEAR .....	5
9. CLASSES OF ELIGIBLE EMPLOYEES .....	5
A. Eligible Regular Employees .....	5
B. Elected or Appointed Members of the Governing Authority .....	5
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees) .....	7
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN .....	7
13. CREDITED SERVICE .....	8
A. Credited Past Service with Adopting Employer .....	8
B. Prior Military Service .....	9
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 .....	16
D. Disability Benefit Qualifications .....	20
15. RETIREMENT BENEFIT COMPUTATION.....	20
A. Maximum Total Credited Service.....	20
B. Monthly Normal Retirement Benefit Amount .....	20
C. Monthly Early Retirement Benefit Amount .....	23
D. Monthly Late Retirement Benefit Amount (check one): .....	24
E. Monthly Disability Benefit Amount .....	24
F. Minimum/Maximum Benefit For Elected Officials .....	25
16. SUSPENSION OF BENEFITS; COLA .....	25
A. Re-Employment After Normal or Early Retirement (see Master Plan Section 6.06(h) Regarding Re-Employment After Disability Retirement) .....	25

	B.	Cost Of Living Adjustment.....	27
17.		TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING .....	27
	A.	Eligible Regular Employees .....	27
	B.	Elected or Appointed Members of the Governing Authority .....	28
18.		PRE-RETIREMENT DEATH BENEFITS .....	29
	A.	In-Service Death Benefit.....	29
	B.	Terminated Vested Death Benefit.....	30
19.		EMPLOYEE CONTRIBUTIONS .....	31
20.		MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT .....	32
21.		TERMINATION OF THE ADOPTION AGREEMENT.....	32
22.		EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS .....	32

## **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 of Statesboro and GMEBS, the foregoing shall constitute a Contract between the City of Statesboro 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 35**

**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 2.49 of Master Plan)**

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

## 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**

## 6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
  - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement**):

**This is an amendment to: (1) Change the definition of Final Average Earnings (FAE) so that the calculation is based on the sixty (60) consecutive months of credited service preceding a Participant's most recent Termination in which the Participant's Earnings were highest (see Adoption Agreement, p. 22); and (2) Increase the normal retirement benefit from \$35.00 to \$45.00 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), effective for those holding such offices on or after December 1, 2015 (see Adoption Agreement, p. 23).**

## 7. EFFECTIVE DATE

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

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

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

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

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

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

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **December 1, 2015** **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **November 6, 2013** **(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 work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

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

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

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

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

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

Regular Employees to whom exception applies (**must specify**): \_\_\_\_\_.

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

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

## 11. WAITING PERIOD

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

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to

participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

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

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- Participation is optional for the following Eligible Employees (must specify; all individuals or classes specified must be Eligible Employees): \_\_\_\_\_  
\_\_\_\_\_.

### 13. CREDITED SERVICE

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

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

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

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

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

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation**): \_\_\_\_\_  
\_\_\_\_\_.
- 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" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

**C. Prior Governmental Service**

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

**(1) Credit for Prior Governmental Service (See also General Addendum Section 16).**

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

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

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

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

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

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

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

**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
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**):  
\_\_\_\_\_.

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

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

- Attainment of age **65** (**insert number**)
- Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**):  
\_\_\_\_\_.

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

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies (**must specify**): \_\_\_\_\_  
\_\_\_\_\_.

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

- Attainment of age \_\_\_\_\_ **(insert number)**
- Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify)**:  
\_\_\_\_\_.

**C. Alternative Normal Retirement Qualifications**

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

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

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

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 above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify**): \_\_\_\_\_

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

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

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

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**): \_\_\_\_\_.

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

In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**): \_\_\_\_\_.

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**): \_\_\_\_\_.

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

**Must specify qualifications:** \_\_\_\_\_.

In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**): \_\_\_\_\_.

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**): \_\_\_\_\_.

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

**Must specify qualifications: Attainment of age 55 and completion of 25 years of Total Credited Service.**

In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

All public safety employee Participants who qualify.

Only the following public safety employee 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 2.34 and 2.51, respectively.**

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

Other eligibility requirement (**must specify**): \_\_\_\_\_.

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

**D. Disability Benefit Qualifications**

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

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

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

Other eligibility requirement (**must specify**): \_\_\_\_\_.

**15. RETIREMENT BENEFIT COMPUTATION**

**A. Maximum Total Credited Service**

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

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

**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 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
  - All Participants who are Regular Employees.
  - Only the following Participants (must specify): \_\_\_\_\_.
- (b) **Dynamic Break Point Covered Compensation** as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
  - All Participants who are Regular Employees.
  - Only the following Participants (must specify): **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 2.20 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
  - All Participants who are Regular Employees.
  - Only the following class(es) of Participants (must specify): **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 monthly average of Earnings paid to a Participant by the Adopting Employer for the **60** (insert number not to exceed 60) consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:



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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$45.00 (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**

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

\*Interpolate for whole months

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

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

**E. Monthly Disability Benefit Amount**

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

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

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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.
- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- Other minimum or maximum (**must specify**): \_\_\_\_\_.

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

**A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section**

**6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)**

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

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

---

---

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

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

This rule shall apply to (**check one**):  all Retired Participants;  only the following classes of Retired Participants (**must specify**):  

---

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

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify)**:  
\_\_\_\_\_.

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

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify)**:  
\_\_\_\_\_.

## **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)**: \_\_\_\_\_  
\_\_\_\_\_.

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

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

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

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

- No vesting schedule (immediate vesting).**

- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<u>COMPLETED YEARS 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**

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

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (**must specify**): \_\_\_\_\_  
 \_\_\_\_\_.

## 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 upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify**): \_\_\_\_\_  
\_\_\_\_\_.

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

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**):  one-half ( $\frac{1}{2}$ )  \_\_\_\_\_ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See**

**Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

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

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

Alternative Death Benefit (**must specify formula that 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 ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS.

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

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

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

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

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_. 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, as superseded by Revenue Procedure 2011-49, and Announcement 2005-37. Employer notice and signature

requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

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

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

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2011-49; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

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

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

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

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

**Section 3.** The effective date of this Ordinance shall be December 1, 2015.

**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 \_\_\_\_\_, 2015.

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

Ordinance 2015-14

Version B

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

**DEFINED BENEFIT RETIREMENT PLAN**

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

**City of Statesboro**

**Form Volume Submitter Adoption Agreement**  
**Amended and Restated as of January 1, 2007**  
**(With Amendments Effective Through July 1, 2015)**

# TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE.....	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT.....	2
1. ADMINISTRATOR .....	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY .....	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE.....	3
6. TYPE OF ADOPTION .....	3
7. EFFECTIVE DATE.....	3
8. PLAN YEAR .....	5
9. CLASSES OF ELIGIBLE EMPLOYEES .....	5
A. Eligible Regular Employees .....	5
B. Elected or Appointed Members of the Governing Authority .....	5
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees) .....	7
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN .....	7
13. CREDITED SERVICE .....	8
A. Credited Past Service with Adopting Employer .....	8
B. Prior Military Service .....	9
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 .....	16
D. Disability Benefit Qualifications .....	20
15. RETIREMENT BENEFIT COMPUTATION.....	20
A. Maximum Total Credited Service.....	20
B. Monthly Normal Retirement Benefit Amount .....	20
C. Monthly Early Retirement Benefit Amount .....	23
D. Monthly Late Retirement Benefit Amount (check one): .....	24
E. Monthly Disability Benefit Amount .....	24
F. Minimum/Maximum Benefit For Elected Officials .....	25
16. SUSPENSION OF BENEFITS; COLA .....	25
A. Re-Employment After Normal or Early Retirement (see Master Plan Section 6.06(h) Regarding Re-Employment After Disability Retirement) .....	25

	B.	Cost Of Living Adjustment.....	27
17.		TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING .....	27
	A.	Eligible Regular Employees .....	27
	B.	Elected or Appointed Members of the Governing Authority .....	28
18.		PRE-RETIREMENT DEATH BENEFITS .....	29
	A.	In-Service Death Benefit.....	29
	B.	Terminated Vested Death Benefit.....	30
19.		EMPLOYEE CONTRIBUTIONS .....	31
20.		MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT .....	32
21.		TERMINATION OF THE ADOPTION AGREEMENT.....	32
22.		EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS .....	32



## **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 of Statesboro and GMEBS, the foregoing shall constitute a Contract between the City of Statesboro 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 35**

**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 2.49 of Master Plan)**

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

## 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**

## 6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
  - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement**):

**This is an amendment to change the definition of Final Average Earnings (FAE) so that the calculation is based on the sixty (60) consecutive months of credited service preceding a Participant's most recent Termination in which the Participant's Earnings were highest (see Adoption Agreement, p. 23).**

## 7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit

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

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

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

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

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

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

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **December 1, 2015** **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **November 6, 2013** **(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 work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

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

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

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

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

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

Regular Employees to whom exception applies (**must specify**): \_\_\_\_\_.

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

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

## **11. WAITING PERIOD**

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

## **12. ESTABLISHING PARTICIPATION IN THE PLAN**

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to

participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

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

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- Participation is optional for the following Eligible Employees (must specify; all individuals or classes specified must be Eligible Employees): \_\_\_\_\_  
\_\_\_\_\_.

### 13. CREDITED SERVICE

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

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

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

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

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

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation**): \_\_\_\_\_  
\_\_\_\_\_.
- 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" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

**C. Prior Governmental Service**

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

**(1) Credit for Prior Governmental Service (See also General Addendum Section 16).**

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

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

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

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

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

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

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

**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
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**):  
\_\_\_\_\_.

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

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

- Attainment of age **65** (**insert number**)
- Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**):  
\_\_\_\_\_.

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

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies (**must specify**): \_\_\_\_\_  
\_\_\_\_\_.

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

- Attainment of age \_\_\_\_\_ **(insert number)**
- Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify)**:  
\_\_\_\_\_.

**C. Alternative Normal Retirement Qualifications**

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

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

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



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 above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify**): \_\_\_\_\_

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

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

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

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**): \_\_\_\_\_.

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

In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**): \_\_\_\_\_.

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**): \_\_\_\_\_.

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

**Must specify qualifications:** \_\_\_\_\_.

In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**): \_\_\_\_\_.

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**): \_\_\_\_\_.

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

**Must specify qualifications: Attainment of age 55 and completion of 25 years of Total Credited Service.**

In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify**): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

All public safety employee Participants who qualify.

Only the following public safety employee 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 2.34 and 2.51, respectively.**

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

Other eligibility requirement (**must specify**): \_\_\_\_\_.

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

**D. Disability Benefit Qualifications**

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

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

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

Other eligibility requirement (**must specify**): \_\_\_\_\_.

**15. RETIREMENT BENEFIT COMPUTATION**

**A. Maximum Total Credited Service**

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

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

**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 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
  - All Participants who are Regular Employees.
  - Only the following Participants (must specify): \_\_\_\_\_.
- (b) **Dynamic Break Point Covered Compensation** as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
  - All Participants who are Regular Employees.
  - Only the following Participants (must specify): **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 2.20 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
  - All Participants who are Regular Employees.
  - Only the following class(es) of Participants (must specify): **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 monthly average of Earnings paid to a Participant by the Adopting Employer for the **60** (insert number not to exceed 60) consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$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**

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

\*Interpolate for whole months

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

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

**E. Monthly Disability Benefit Amount**

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

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



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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.
- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- Other minimum or maximum (**must specify**): \_\_\_\_\_.

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

**A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section**

**6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)**

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

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

---

---

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

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

This rule shall apply to (**check one**):  all Retired Participants;  only the following classes of Retired Participants (**must specify**):  

---

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

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify)**:  
\_\_\_\_\_.

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

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify)**:  
\_\_\_\_\_.

## **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)**: \_\_\_\_\_.

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

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

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

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

- No vesting schedule (immediate vesting).**

- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<u>COMPLETED YEARS 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**

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

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (**must specify**): \_\_\_\_\_  
 \_\_\_\_\_.

## 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 upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify**): \_\_\_\_\_  
\_\_\_\_\_.

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

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**):  one-half ( $\frac{1}{2}$ )  \_\_\_\_\_ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See**

**Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

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

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

Alternative Death Benefit (**must specify formula that 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 ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS.



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

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

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

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

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_. 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, as superseded by Revenue Procedure 2011-49, and Announcement 2005-37. Employer notice and signature

requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

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

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

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2011-49; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

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

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

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

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

**Section 3.** The effective date of this Ordinance shall be December 1, 2015.

**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 \_\_\_\_\_, 2015.

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

RESOLUTION 2015:50 A RESOLUTION AUTHORIZING THE OPENING OF A  
SEPARATE BANK ACCOUNT FOR THE SOUTH MAIN STREET TAX  
ALLOCATION DISTRICT (TAD).

WHEREAS, the South Main Street Tax Allocation District was approved by voters on November 4, 2014;

WHEREAS, the City would prefer a separate bank account to be established for the South Main Street Tax Allocation District;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia this 1st day of December, 2015 that the Deputy 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 South Main Street Tax Allocation District .

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

City of Statesboro, Georgia

---

Jan J Moore, Mayor

---

Sue Starling, City Clerk

## **City of Statesboro Credit Card and Procurement Card Policy for Elected Officials**

### **A. Overview**

The Georgia General Assembly established guidelines and penalties into the Official Code of Georgia Annotated (“O.C.G.A.”) which provides that no municipal corporation shall issue government procurement cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government procurement cards or government credit cards for elected officials of such municipal corporation.

### **B. Purpose**

The purpose of this policy is to set requirements and standards for the City of Statesboro Procurement Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for elected officials using such procurement cards. At no time should a city issued procurement card or credit card be used for personal purchases regardless of the circumstances. Utilizing the procurement card or credit card for personal use or for any item or service not directly related to such official’s public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government procurement card or government credit card must be in accordance with these guidelines and with state law.

### **C. Scope**

This procurement card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government procurement cards or government credit cards used by elected officials authorized to be issued such government procurement cards or government credit cards. The below list of officials have been authorized by the governing authority of the city to use such government procurement cards or government credit cards and must abide by all of the applicable state laws and this procurement card policy.

1. Mayor

### **D. Public Inspection**

In accordance with O.C.G.A. § 36-80-24(b) any documents related to purchases using government procurement cards or government credit cards incurred by elected officials shall be available for public inspection.

**E. Transaction Limits**

Transaction limits are hereby established to insure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than \$500. The established monthly card limit is based upon the city's budgetary constraints and is not to exceed \$5,000 per month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

**F. Purchasing Restrictions**

1. Elected Officials may not use a government procurement card or government credit card for the following:
  - a. Any purchases of items for personal use.
  - b. Cash refunds or advances.
  - c. Any transaction amount greater than the transaction limits set for by this policy.
  - d. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.
  - e. Alcohol or liquor of any kind. Such purchases should not be made with the procurement card and may not be reimbursed by the city.
  - f. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.
  
2. Elected Officials may use government procurement cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:
  - a. Purchases of items for official city use which fall within the transactional restrictions of this policy.
  - b. Purchase of lodging, fuel, food, non-alcoholic beverages, or education and training materials while on city business.
  - c. Emergency purchases necessary to protect city property.

## **G. Administrator**

The city designates the Finance Department as the program administrator of government procurement cards or government credit cards. Such administrator shall:

1. Serve as a liaison between the city's cardholders and the issuers of such cards.
2. Maintain the cardholder agreement for all cardholders.
3. Provide instruction, training, and assistance to cardholders
4. Maintain account information and secure all cardholder information.
5. Keep cardholders up-to-date on new or changing information
6. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to appropriate parties, including the issuer.
7. Ensure all card accounts are being utilized properly as set forth by state law and this policy.
8. Define the city's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.
9. Identify any changes to named persons authorized to use a government procurement card or government credit card.
10. Any other duties assigned by the municipal governing authority.

## **H. Accounting and Auditing**

The Administrator, in an effort to ensure compliance with city policy and state law, will conduct monthly/quarterly reviews and audits of all government procurement card or government credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. The monthly/quarterly review and audit should happen within 10 days of the start of a new month/quarter. After completing the monthly/quarterly audit the Administrator shall notify cardholders of any violations or questions the Administrator has that occurred within that previous month/quarter. Depending on the severity of the violation, the Administrator may suspend or revoke the use of the government procurement card or government credit card after notification to the cardholder and to the municipal governing authority, but only after consultation with the city attorney. Any unresolved violations should be reported to the municipal governing authority and the city attorney in writing within 10 business days.

**I. Violations**

The use of a government procurement card or government credit card may be suspended or revoked when the Administrator, after consultation with the city attorney, determines that the cardholder has violated the approved policies or state law regarding the use of the government procurement card or government credit card. The government procurement card or government credit card shall be revoked whenever a cardholder is removed from office with the city and shall be suspended if such elected official has been suspended from office.

**J. Agreement**

Before being issued a government procurement card or government credit card under this policy and state law, all authorized users of government procurement cards or government credit cards shall sign and accept below indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state law.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

Date:



**A RESOLUTION ADOPTING A CREDIT CARD AND  
PROCUREMENT CARD POLICY FOR THE ELECTED  
OFFICIALS OF THE CITY OF STATESBORO, GEORGIA**

THAT WHEREAS, the City of Statesboro has developed a number of financial policies which guide the preparation and administration of the budgeting, accounting, investment, risk management, debt, auditing, and financial reporting functions of city government; and

WHEREAS, the State of Georgia has established guidelines and penalties into the Official Code of Georgia Annotated (O.C.G.A.) which provides that no municipal corporation shall issue government procurement cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government procurement cards or government credit cards for elected officials of such municipal corporation; and

WHEREAS, the Mayor and City Council have reviewed the City of Statesboro Credit Card and Procurement Card Policy for Elected Officials proposed by the Deputy City Manager and the Director of Finance, and desire to adopt this policy;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 1st day of December, 2015 that the City of Statesboro Credit Card and Procurement Card Policy for Elected Officials included on the attached pages is hereby adopted.

BE IT FURTHER RESOLVED that the Director of Finance is hereby directed to administer this policy.

This Resolution shall be effective from and after its date of adoption.

Adopted this 1st day of December, 2015.

CITY OF STATESBORO, GEORGIA

---

By: Jan J. Moore , Mayor

---

Attest: Sue Starling, City Clerk

