



January 05, 2016 9:00 am

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Mayor Jan Moore
3. Oath of Office Administrated by Bulloch County Probate Judge Lee Deloach for:
 - a) District 2 Council Member Sam Lee Jones
 - b) District 3 Council Member Jeff Yawn
 - c) District 5 Council Member Travis Chance
4. Consideration of a Motion to appoint a Mayor Pro Tem for the next two years, per the Statesboro Municipal Code, Section 2-4 of the City Charter
5. Recognitions/Public Presentations
 - A) Presentation of the "5K Run the Boro" with proceeds going to the Open Hearts Community Mission
 - B) "Proclamation Congratulating Georgia Southern University on the Football Team's First Bowl Win".
6. Public Comments (Agenda Item):
7. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 12-01-2015 Council Minutes
 - b) 12-01-2015 Executive Session Minutes
 - B) Consideration of a motion for the surplus and disposal of a 1999 Ford truck in the Street Division of the Public Works & Engineering Department.
 - C) Consideration of a motion for the surplus and disposal of a 2001 Dodge Ram truck in the Parks Division of the Public Works & Engineering Department.
 - D) Consideration of a motion for the surplus and disposal of a 2002 HP Design Jet 800 printer in the Engineering Division of the Public Works & Engineering Department.
 - E) Consideration of a Motion to approve Special Event permit
 - a) Georgia Southern Museum- Five course gourmet dinner benefit

8. Administrative Hearing for alleged alcohol violation as pursuant to the City of Statesboro Alcohol Ordinance: Chapter 6 Sec. 6-159 – Ration of alcoholic/nonalcoholic sales. Should the total sales from food and nonalcoholic beverages reported by any licensee for consumption on the premises not equal those from the sale of all alcoholic beverages for any two reporting periods in any 12-month period, the license may be suspended or revoked by the Mayor and City Council.

A) Joshua R Ledford
Rusty's Tavern
15 University Plaza

9. Return of vetoed **Ordinance 2015-13** to the City Council for reconsideration as required by Section 4-1(c) of the City Charter.
10. Consideration of a Motion to approve **Ordinance 2016-01**: 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.
11. Consideration of a Motion to approve **Resolution 2016- 01**: A Resolution appointing Van Collins as the Project Superintendent for the 2010 Water and Sewer Revenue Bonds.
12. Consideration of a Motion to **Resolution 2016-02**: A Resolution adopting the Standard Operating Procedures regarding information derived from the Georgia Crime Information Center (CGIC) Criminal Justice Information System (CJIS) network.
13. Consideration of a Motion to approve a Memorandum of Understanding (MOU) between the City of Statesboro, DCA and the DSDA for the 2016 Georgia Classic Main Streets Program.
14. Consideration of a Motion to award the purchase of a roadway crack sealer machine per the HGAC to Crafc0, Inc. in the amount of \$53,672.53. This item is budgeted as CIP# ENG-STS 108 in the amount of \$55,000. This item will be utilized by our Streets Division of Public Works.
15. Consideration of a Motion to approve the "Statesboro Police Department Towing Rotation Agreement" template for use by the Statesboro Police Department to regulate towing companies performing towing services at the request of the Statesboro Police Department.
16. Other Business from City Council

17. City Managers Comments

- A) City Clerk's Dept. (Notice of alcohol application)
 - a) "Coconut Thai Cuisine" is applying for an alcohol license pending the background investigation. The owner will be Kamolwan Kawpunna. Ownership change
 - b) "Holiday Pizza" is applying for an alcohol license pending the background investigation. The owners will be John Kalloniatis and Mark Brandon O'Mahoney.
 - c) "Parkers #57" is applying for an alcohol license pending the background investigation. The owners will be Gregory M Parker, Terri Heidmann, and Patricia Sweat. The manager will be Amy Mae Lane.

18. Public Comments (General)

- A) Amber Fiske request to address Council with concerns regarding Fletcher Drive.

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

20. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
December 01, 2015**

A regular meeting of the Statesboro City Council was held on December 01, 2015 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Will Britt, 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 was given by Allen Muldrew and Pledge of Allegiance was led by Councilman John Riggs

Recognitions/Public Presentations

A) Presentation of Proclamation for the retirement of the Director of Water/Waste Water Wayne Johnson after 34 years of service

Assistant Director of Water Wastewater Van Collins spoke of Mr. Johnson's time while working with the City. Mayor Moore and Deputy City Manager Robert Cheshire presented Mr. Johnson with a proclamation for his accomplishments and years of service with the City.

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

Director of Finance Cindy West updated Council on the requirements for receiving the award. Mayor Moore presented Linda Griffith with the GFOA Award plaque.

C) Recognition of outgoing Councilmember Gary Lewis of District 2 and Councilmember Will Britt of District 3

Mayor Moore presented Councilman Lewis and Councilman Britt with a plaque recognizing their years of service as Councilmembers for the City of Statesboro. Councilman Lewis served 18 years and Councilman Britt served 12 years.

Public Comments (Agenda Item): None

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.**

Councilman Boyum made a motion, seconded by Councilman Chance to approve the consent agenda in its entirety. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

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

Councilman Britt made a motion, seconded by Councilman Boyum to open the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Councilman Riggs stated that he would like to postpone the vote on this item until he could get a better understanding of the proposal. He also stated that his concern was not having input in the hiring process for a Police Chief. Deputy City Manager Robert Cheshire stated the he and Director of Human Resource Jeff Grant was working on a proposal to involve everyone in the process of hiring. Hearing no other comments, Councilman Boyum made a motion, seconded by Councilman Lewis to close the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to adopt Ordinance 2015-11: An Ordinance amending Chapter 2 of the Statesboro Code of Ordinances (Administration)."

Councilman Chance made a motion, seconded by Councilman Lewis to adopt **Ordinance 2015-11**: An Ordinance amending Chapter 2 of the Statesboro Code of Ordinances (Administration)." Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

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

Councilman Britt made a motion, seconded by Councilman Boyum to open the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Hearing no discussion, Councilman Chance made a motion, seconded by Councilman Britt to close the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to adopt Ordinance 2015-12: An Ordinance amending Chapter 82 (Utilities) of the Statesboro Code of Ordinances.

Councilman Chance made a motion, seconded by Councilman Britt to adopt **Ordinance 2015-12**: An Ordinance amending Chapter 82 (Utilities) of the Statesboro Code of Ordinances. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 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.

Councilman Chance made a motion, seconded by Councilman Boyum 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. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

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.**

Mayor Moore stated that she was not in favor of the retirement raise for Council. She also stated her issue with raising the retirement was that the motion was made, by a councilman who did not choose to run again and it was at the very last meeting that they would be attending.

Councilman Britt made a motion, seconded by Councilman Lewis to adopt **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. Councilman Britt, Lewis and Chance voted in favor of the motion. The motion carried by a 3-0 vote. Councilman Riggs voted against the motion. Councilman Boyum abstained from voting.

Consideration of a Motion to approve Resolution 2015-50: A Resolution to open a bank account for the South Main Street Tax Allocation District.

Councilman Britt made a motion, seconded by Councilman Lewis to approve **Resolution 2015-50**: A Resolution to open a bank account for the South Main Street Tax Allocation District. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

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.

Councilman Boyum made a motion, seconded by Councilman Britt to approve **Resolution 2015-51**: A Resolution to adopt the City of Statesboro Credit Card and Procurement Card Policy for Elected Officials. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a motion to approve the application for Robert Wood Johnson Foundation (RWJF) Grant: Evaluating High Value Innovations from Low-Resource Communities.

Dr. Bridgett Melton updated Council on the grant process. She stated there would be no cost to the City.

Councilman Boyum made a motion, seconded by Councilman Britt to approve the application for Robert Wood Johnson Foundation (RWJF) Grant: Evaluating High Value Innovations from Low-Resource Communities. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Other Business from City Council

Councilman Boyum stated he would like for staff to create a sidewalk ordinance.

Councilman Britt thanked everyone for his 12 years of service to the City and the accomplishments the City has completed. He also mention projects for several staff members; such as Director of Planning and Zoning Mandi Cody for sidewalk ordinance, Director of Public Works and Engineering Jason Boyles for curb side recycling, Director of Finance Cindy West paperless billing, Director of DSDA Allen Muldrew to complete a dog park and light up store fronts on Main Street, and Director of IT Bryant Tatum for spending too much money.

Councilman Riggs recognized the Emergency Recovery Team (ERT) for their competition award.

City Managers Comments

Director of Human RESOURCE Jeff Grant and Director of DSDA Allen Muldrew updated Council on the 5K Run and the Holiday Celebration. The Open Hearts Community Mission will receive the proceeds from the race.

Public Comments (General)

Jessica Szilagyi addressed Council with her concerns regarding police officer and the pay raises she felt should have been given. Mayor Moore stated that staff was already looking in to issue and asked that staff report their findings in January

Marilyn Deloach Lewis addressed Council with her concerns regarding sidewalks on Highway 80 as well as street lights and no littering signs.

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

At 10:20 am, Councilman Chance made a motion, seconded by Councilman Lewis to enter Executive Session with no break. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

At 10:50 am, Councilman Britt made a motion, seconded by Councilman Boyum to adjourn the Executive Session. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Mayor Moore called the meeting back to order with no action taken.

Consideration of a Motion to Adjourn

Councilman Britt made a motion, seconded by Councilman Lewis to adjourn. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

He meeting was adjourned at 10:51 am.



City of Statesboro
Public Works & Engineering Department

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMORANDUM

To: Sue Starling, City Clerk

From: Jason Boyles, Director of Public Works & Engineering

Cc: Robert Cheshire, PE, Deputy City Manager
Cindy West, Finance Director
Darren Prather, Purchasing Director

Date: December 14, 2015

Re: Surplus and Disposal Request

The Public Works and Engineering Department requests the surplus and disposal of the following three items:

1. 1999 Ford truck #1371 in the Street Division
2. 2001 Dodge Ram truck #9025 in the Parks Division
3. 2002 HP DesignJet 800 large format printer in the Engineering Division

These items have exceeded their useful life and have been replaced. I respectfully request these items to be placed on the next City Council agenda for consideration of approval for surplus and disposal by city council. Should you need any additional information from me please do not hesitate to let me know.



City of Statesboro
Public Works & Engineering Department

P.O. Box 348
912.764.0681 (VOICE)

MEMORANDUM

To: Jason Boyles, Director of Public Works & Engineering

From: Marcos Trejo Jr., Stormwater Manager

Date: December 4, 2015

Re: Surplus and Disposal Request
HP Design Jet 800

The Public Works and Engineering Department requests the surplus and disposal of a HP Printer with the serial number SG1CI31023. This printer no longer works and has exceeded its useful life. The replacement should not be needed, since there is a backup printer that has been working efficiently. I respectfully request that this printer be placed on the next City Council agenda for consideration of approval for surplus and disposal by city council.

Should you need any additional information from me please do not hesitate to let me know.

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

APPLICATION FOR A SPECIAL EVENT PERMIT
30 DAY NOTICE IS REQUIRED BEFORE THE EVENT

DATE OF APPLICATION December 1, 2015

DATE OF EVENT March 5, 2016

TIME OF EVENT 6:30 p.m.

LOCATION OF EVENT Nessmith-Lane Conference Center

TYPE OF EVENT (DETAILED DESCRIPTION) Five Course gourmet dinner demonstrated by chef followed by dancing to benefit the Georgia Southern Museum.

IF THIS IS A THEATRE PRODUCTION, PROVIDE A DESCRIPTION.

PRODUCTS TO BE SERVED: BEER WINE LIQUOR

** ALCOHOL MUST BE PURCHASED THROUGH A LICENSED WHOLESALE DISTRIBUTOR.

NAME OF WHOLESALE DISTRIBUTOR United Distributors Inc

ADDRESS AND PHONE NUMBER OF WHOLESALE DISTRIBUTOR 770 King George Blvd Savannah. 800-597-2550

**THE APPLICANT IS NOT ALLOWED TO HAVE A CASH BAR AT THE EVENT.

WILL THERE BE FOOD SERVED? IF SO WHO WILL BE CATERING?

Georgia Southern catering

WILL THERE BE MUSIC AND DANCING? IF SO DESCRIBED

Do Good DJ's provides music + a ballroom lesson is given before
all invited to dance.

IF RAISING MONEY FOR A CHARITY, WHAT IS THE NAME OF THE ORGANIZATION Georgia Southern University Museum

PROVIDE A NAME AND PHONE NUMBER OF THE CHARITY ORGANIZATION CONTACT Brent W. Tharp, Director

912-478-5444 / btharp@georgiasouthern.edu

IF THE EVENT IS FOR A CHARITY, PROVIDE A COPY OF THE APPROVED RECOGNITION OF EXEMPTION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE.

ARE FLYERS BEING DISTRIBUTED? IF YES ATTACH TO APPLICATION.

YES

NAME OF APPLICANT

Brent W. Tharp

APPLICANT'S ADDRESS

P O Box 8061 Statesboro 30460

APPLICANT'S PHONE NUMBER

912-478-5444

APPLICANT IS REQUIRED TO ATTEND THE COUNCIL MEETING.

I HAVE READ AND AGREE TO THE REQUIREMENTS OF THIS PERMIT.

Brent W. Tharp
SIGNATURE OF APPLICANT

OFFICE USE:

DATE OF COUNCIL MEETING _____

DATE APPROVED BY MAYOR AND CITY COUNCIL _____

Feed The Mosasaur

Join us for the Georgia Southern University Museum's premier culinary event.

Thai Tastes: Flavors of Balance and Harmony

Signature Cocktail

Thai iced boba tea

Fresh Papaya Salad

Green papaya salad with green beans, tomato, Thai chilies, and peanuts.

Chicken Satay

Grilled chicken skewers with Thai satay seasoning with a peanut dipping sauce.

Pad Kee Mao (Drunken Noodle)

Rice noodle and wild caught Georgia shrimp with spicy Thai chilies, carrots, and bean sprouts topped with basil.

Green Curry Beef

Thai green curry with sliced beef, carrots and straw mushrooms topped with fresh Thai basil.

Mango Ice Cream

House made mango ice cream topped with mint and mango slices.

Traditional Thai food can be very spicy. Our chef will prepare each course to maximize flavors suited to a milder palate.

Signature Cocktail with music by Dr. Michael Braz.

Cooking demonstrations by Executive Chef Thomas Sweatt of Georgia Southern Catering Service with paired wines, commemorative menu and recipes.

A dance lesson by Averitt Center for the Arts Instructor Tony Phillips followed by free-style ballroom dancing with music by Do Good DJs.

Saturday, March 5, 2016 6:30 p.m.

RSVP by February 19, 2016

\$75 per person, \$400 for a reserved table of six. Must be 21 or older to attend.

Call Debbie Gleason at 912-478-0148 or email debgleason@georgiasouthern.edu.

All proceeds benefit programs of the Georgia Southern University Museum.

Leave room for sponsor logo/info.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
John C. Riggs
William P. Britt
Travis L. Chance
Gary L. Lewis



Jan J. Moore, Mayor
Robert Cheshire, Interim City Manager
Sue Starling, City Clerk
J. Alvin Leaphart, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF HEARING

**VIA CERTIFIED MAIL NO: 7014 0150 0000 4288 3605
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Joshua R Ledford as
owner of Rusty's Tavern
15 University Plaza
Statesboro Ga 30458

YOUR ADMINISTRATIVE HEARING HAS BEEN RESCHEDULED FOR JANUARY 5TH, 2016 AT 9:00 A.M.

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 5th of January, 2016 at 9:00 a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Joshua R Ledford for the operation of the restaurant known as Rusty's Tavern at 15 University Plaza, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. The on premise consumption report for the 2nd quarter, 2015 reflects 48.58% food and non-alcoholic beverage sales and 51.42% alcohol sales. The on premise consumption report for the 3rd quarter, 2015 reflects 30.42% food and non-alcoholic beverage sales and 69.58% alcohol sales. This is a violation of Section 6-159 of the City of Statesboro Alcohol Ordinance.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 16th DAY OF NOVEMBER, 2015 IN STATESBORO, GEORGIA.


Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Robert Bryan with the Statesboro Police Department at rob.bryan@statesboroga.gov.

**ON PREMISE CONSUMPTION REPORT
FIRST QUARTER 2015**

LICENSEE	% FOOD	% ALCOHOL	TYPE OF RESTAURANT	TOTAL SALES
40 EAST GRILL	83.00%	17.00%	RESTAURANT	\$141,630.66
APPLEBEES	88.34%	11.66%	RESTAURANT	\$419,705.00
BIG SHOW BURGERS	71.00%	29.00%	RESTAURANT	\$122,025.00
BUFFALO WILD WINGS	84.00%	16.00%	RESTAURANT	\$594,768.39
CARMIKE CINEMA 12	70.45%	29.55%	RESTAURANT	\$79,298.79
CHILI'S	91.70%	8.30%	RESTAURANT	\$641,939.59
CHOPS ON MAIN	78.00%	32.00%	RESTAURANT	\$141,090.90
CLUB 125	25.00%	75.00%	SPORTS RESTAURANT	\$49,948.33
CLUBHOUSE	96.84%	3.16%	RESTAURANT	\$884,738.79
COCONUT THAI CUISINE	88.42%	11.58%	RESTAURANT	\$103,501.40
DINGUS MAGEES	50.31%	49.69%	RESTAURANT	\$229,606.51
EL JALAPENO	82.48%	17.52%	RESTAURANT	\$209,498.58
EL SOMBRERO #4	81.03%	18.97%	RESTAURANT	\$441,362.61
EL SOMBRERO #10	95.03%	4.97%	RESTAURANT	\$409,899.19
EL SOMBRERO #14	85.74%	14.26%	RESTAURANT	\$612,555.46
EMMA'S	97.31%	2.69%	RESTAURANT	\$774,815.65
FUZZY'S TACO SHOP	57.30%	42.70%	RESTAURANT	\$126,670.08
GATA'S	65.00%	35.00%	RESTAURANT	\$102,146.01
GNAT'S LANDING	75.99%	24.01%	RESTAURANT	\$549,781.05
GR COMRADE	82.36%	17.64%	RESTAURANT	\$75,434.01
LOCOS GRILL & PUB	67.00%	33.00%	RESTAURANT	\$299,290.64
LONGHORN	93.00%	7.00%	RESTAURANT	\$996,444.34
MAIN STREET BILLIARDS	51.67%	48.33%	RESTAURANT	\$6,456.10
MELLOW MUSHROOM	89.10%	10.90%	RESTAURANT	\$355,856.65
MIDTOWN BAR & GRILL	54.00%	46.00%	RESTAURANT	\$22,761.00
NIKKO JAPANESE	99.00%	1.00%	RESTAURANT	\$228,185.34
OCEAN GALLEY SEAFOOD	99.00%	1.00%	RESTAURANT	\$109,923.91
OLIVE GARDEN	95.00%	5.00%	RESTAURANT	\$747,753.02
ORCHIDS	99.00%	1.00%	RESTAURANT	\$167,480.97
PIZZA HUT	99.89%	0.11%	RESTAURANT	\$212,922.11
RETRIEVERS	81.52%	18.48%	RESTAURANT	\$148,584.07
RUBY TUESDAY	94.00%	6.00%	RESTAURANT	\$350,788.00
RUMRUNNERS	53.80%	46.20%	SPORTS RESTAURANT	\$79,328.00
RUSTY'S TAVERN	52.76%	47.24%	SPORTS RESTAURANT	\$163,963.11
SHOGUN	98.95%	1.05%	RESTAURANT	\$264,456.81
SOUTH CITY TAVERN	53.00%	47.00%	RESTAURANT	\$106,043.18
SOUTHERN BILLIARDS	52.00%	48.00%	RESTAURANT	\$51,937.57
SOUTHERN BOYS BBQ	99.00%	1.00%	RESTAURANT	\$40,371.07
SOUTHERN PALACE	97.00%	3.00%	RESTAURANT	\$98,409.37
STATESBORO MILLHOUSE	69.00%	31.00%	RESTAURANT	\$482,269.40
TOKYO	97.00%	3.00%	RESTAURANT	\$138,310.00
WILD WING CAFÉ	78.00%	22.00%	RESTAURANT	\$544,794.00
WILLIAM JAMES ELK	58.00%	42.00%	RESTAURANT	\$14,391.44
YOUR PIE	97.00%	3.00%	RESTAURANT	\$104,181.45

**ON PREMISE CONSUMPTION REPORT
2ND QUARTER 2015**

LICENSEE	% FOOD	% ALCOHOL	TYPE OF RESTAURANT	TOTAL SALES
441 PUBLIC KITCHEN	75.68%	24.32%	RESTAURANT	\$43,324.15
APPLEBEES	90.04%	9.96%	RESTAURANT	\$361,520.00
BIG SHOW BURGERS	65.00%	35.00%	RESTAURANT	\$119,500.96
BUFFALO WILD WINGS	91.00%	9.00%	RESTAURANT	\$505,727.47
CARMIKE CINEMA 12	78.65%	21.35%	RESTAURANT	\$87,667.23
CHILI'S	90.97%	9.03%	RESTAURANT	\$565,647.97
CHOPS ON MAIN	79.00%	21.00%	RESTAURANT	\$91,037.31
CLUB 125	30.00%	70.00%	SPORTS RESTAURANT	\$17,493.31
CLUBHOUSE	97.00%	3.00%	RESTAURANT	\$800,795.28
COCONUT THAI CUISINE	89.95%	10.05%	RESTAURANT	\$77,620.13
DINGUS MAGEES	52.99%	47.01%	RESTAURANT	\$207,743.60
EL JALAPENO	82.27%	17.73%	RESTAURANT	\$194,663.37
EL SOMBRERO #4	81.08%	18.92%	RESTAURANT	\$442,704.86
EL SOMBRERO #10	94.86%	5.14%	RESTAURANT	\$416,827.72
EL SOMBRERO #14	84.95%	15.05%	RESTAURANT	\$604,188.27
EMMA'S	97.33%	2.67%	RESTAURANT	\$876,537.56
FUZZY'S TACO SHOP	54.00%	46.00%	RESTAURANT	\$148,992.99
GATA'S	60.00%	40.00%	RESTAURANT	\$77,055.81
GNAT'S LANDING	76.37%	23.63%	RESTAURANT	\$601,256.56
GR COMRADE	83.25%	16.75%	RESTAURANT	\$80,872.65
LOCOS GRILL & PUB	69.00%	31.00%	RESTAURANT	\$305,601.37
LONGHORN	93.00%	7.00%	RESTAURANT	\$993,897.33
MAIN STREET BILLIARDS	52.59%	47.41%	RESTAURANT	\$4,138.60
MELLOW MUSHROOM	88.30%	11.70%	RESTAURANT	\$355,718.29
MIDTOWN BAR & GRILL	56.00%	44.00%	RESTAURANT	\$18,663.00
NIKKO JAPANESE	99.00%	1.00%	RESTAURANT	\$208,847.15
OLIVE GARDEN	95.00%	5.00%	RESTAURANT	\$674,728.59
ORCHIDS	99.00%	1.00%	RESTAURANT	\$153,023.56
PIZZA HUT	99.80%	0.20%	RESTAURANT	\$206,477.61
RETRIEVERS	65.05%	34.95%	RESTAURANT	\$84,133.80
RUBY TUESDAY	94.00%	6.00%	RESTAURANT	\$299,441.00
RUSTY'S TAVERN	48.58%	51.42%	SPORTS RESTAURANT	\$131,807.06
SHOGUN	98.79%	1.21%	RESTAURANT	\$242,770.03
SOUTH CITY TAVERN	60.00%	40.00%	RESTAURANT	\$100,854.82
SOUTHERN BILLIARDS	53.00%	47.00%	RESTAURANT	\$41,083.57
SOUTHERN PALACE	93.00%	7.00%	RESTAURANT	\$90,871.75
STATESBORO MILLHOUSE	70.00%	30.00%	RESTAURANT	\$519,213.85
TOKYO	97.00%	3.00%	RESTAURANT	\$126,801.00
WILD WING CAFÉ	79.00%	21.00%	RESTAURANT	\$549,839.58
WILLIAM JAMES ELK	60.00%	40.00%	RESTAURANT	\$9,970.00
YOUR PIE	98.00%	2.00%	RESTAURANT	\$97,472.17

**ON PREMISE CONSUMPTION REPORT
3RD QUARTER 2015**

LICENSEE	% FOOD	% ALCOHOL	TYPE OF RESTAURANT	TOTAL SALES
441 PUBLIC KITCHEN	72.73%	27.27%	RESTAURANT	\$228,276.35
40 EAST MAIN GRILL	79.00%	21.00%	RESTAURANT	\$136,079.54
APPLEBEES	91.10%	8.90%	RESTAURANT	\$335,183.00
BIG SHOW BURGERS	62.00%	38.00%	RESTAURANT	\$133,544.03
BUFFALO WILD WINGS	84.42%	15.58%	RESTAURANT	\$510,992.32
CARMIKE CINEMA 12	75.97%	24.03%	RESTAURANT	\$65,465.48
CHILI'S	91.45%	8.55%	RESTAURANT	\$552,629.81
CLUBHOUSE	96.96%	3.04%	RESTAURANT	\$694,266.69
COCONUT THAI CUISINE	89.22%	10.78%	RESTAURANT	\$91,725.83
DINGUS MAGEES	50.28%	49.72%	RESTAURANT	\$217,829.33
EL JALAPENO	84.20%	15.80%	RESTAURANT	\$221,919.21
EL SOMBRERO #4	82.94%	17.06%	RESTAURANT	\$424,919.04
EL SOMBRERO #10	94.70%	5.30%	RESTAURANT	\$409,015.01
EL SOMBRERO #14	86.31%	13.69%	RESTAURANT	\$602,676.94
EMMA'S	97.69%	2.31%	RESTAURANT	\$799,466.23
FUZZY'S TACO SHOP	64.00%	36.00%	RESTAURANT	\$123,319.00
GATA'S	63.00%	37.00%	RESTAURANT	\$82,331.98
GNAT'S LANDING	77.92%	22.08%	RESTAURANT	\$626,788.35
GR COMRADE	83.18%	16.82%	RESTAURANT	\$72,694.65
LOCOS GRILL & PUB	71.00%	29.00%	RESTAURANT	\$308,966.00
LONGHORN	93.10%	6.90%	RESTAURANT	\$877,270.99
MAIN STREET BILLIARDS	52.58%	47.42%	RESTAURANT	\$3,310.10
MELLOW MUSHROOM	87.90%	12.10%	RESTAURANT	\$337,379.18
MIDTOWN BAR & GRILL	56.00%	44.00%	RESTAURANT	\$24,663.00
MOONSHINERS	64.00%	36.00%	SPORTS RESTAURANT	\$28,711.60
NIKKO JAPANESE	99.00%	1.00%	RESTAURANT	\$219,939.92
OLIVE GARDEN	95.40%	4.60%	RESTAURANT	\$654,561.39
ORCHIDS	99.00%	1.00%	RESTAURANT	\$153,521.59
PIZZA HUT	99.75%	0.25%	RESTAURANT	\$271,152.41
RJ'S STEAKERY	99.40%	0.60%	RESTAURANT	\$405,217.13
RETRIEVERS	57.03%	42.97%	RESTAURANT	\$302,035.12
RUBY TUESDAY	94.70%	5.30%	RESTAURANT	\$307,801.00
RUSTY'S TAVERN	30.42%	69.58%	SPORTS RESTAURANT	\$200,702.00
SHOGUN	98.72%	1.28%	RESTAURANT	\$243,500.28
SOUTH CITY TAVERN	53.00%	47.00%	RESTAURANT	\$108,462.45
SOUTHERN BILLIARDS	53.00%	47.00%	RESTAURANT	\$47,707.26
SOUTHERN PALACE	96.00%	4.00%	RESTAURANT	\$82,692.61
STATESBORO MILLHOUSE	69.00%	31.00%	RESTAURANT	\$506,085.48
TOKYO	97.00%	3.00%	RESTAURANT	\$135,638.00
WILD WING CAFÉ	82.00%	18.00%	RESTAURANT	\$512,639.46
WILLIAM JAMES ELK	65.00%	35.00%	RESTAURANT	\$9,479.48
YOUR PIE	98.00%	2.00%	RESTAURANT	\$99,119.90

**MAYOR AND CITY COUNCIL OF STATESBORO
CITY OF STATESBORO**

IN RE: ORDINANCE NO: 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 participants earnings were highest.

COMES NOW, Sue Starling in her capacity as the City Clerk for the City of Statesboro, and states as follows:

1.

Ordinance 2015-13 was adopted by a majority vote of the City Council at its regular meeting on December 1, 2015, and delivered to the Mayor on the same day.

2.

Ordinance 2015-13 was vetoed by the Mayor on December 4, 2015, and delivered to the City Clerk on the same day along with the written statement of the Mayor's reasons for the veto. The vetoed ordinance, along with written statement of the Mayor's reasons for the veto, is attached as Exhibit A.

3.

Each City Council member was furnished a copy of the vetoed ordinance along with a copy of the written statement of the Mayor's reasons for the veto via electronic mail to their respective city email addresses on December 4, 2015, and by placing a paper copy of the vetoed ordinance along with a copy of the written statement of the Mayor's reasons in each City Council members' mailbox at City Hall on December 4, 2015.

4.

Ordinance 2015-13 along the written statement of the Mayor's reasons for the veto shall be returned to the City Council at its next meeting.



Sue Starling, City Clerk

Ordinance 2015-13

Version A

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Statesboro

Delivered to Mayor on December 1, 2015 after approval by a majority of the City Council

*Sue Stalling
City Clerk.*

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



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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

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (complete as applicable)
<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 (½) _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (See

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

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

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

Alternative Death Benefit (must specify formula that 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

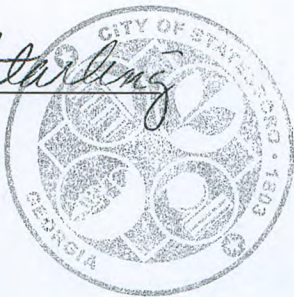
See Starling

City Clerk

(SEAL)

Approved:

City Attorney



VETO

Mayor

Pursuant to Section 4-1 (c) of the City Charter of Statesboro, I hereby VETO this ordinance, this 4th day of December 2015.
[Signature]
Jan S. Moore, Mayor

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

**MAYOR AND CITY COUNCIL OF STATESBORO
CITY OF STATESBORO**

IN RE: ORDINANCE NO: 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 participants earnings were highest.

COMES NOW, Jan J. Moore in her capacity as the Mayor of the City of Statesboro and, as required by Section 4-1(c) of the City Charter, provides this written statement of reasons for the VETO of Ordinance No: 2015-13 and states as follows:

1.

Based on the information provided to the Mayor and City Council the current retirement benefit provided to elected officials is commensurate with the retirement benefit provided for other elected local government officials in the State of Georgia. No satisfactory justification was given for this increase in retirement benefits to the elected officials of the City of Statesboro.

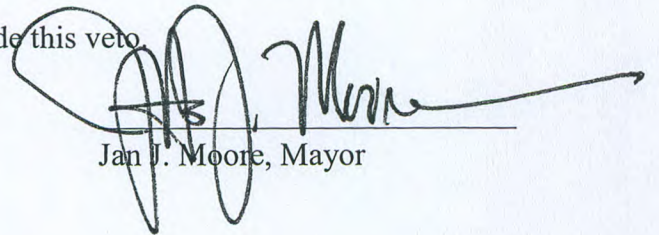
2.

The motion to approve this ordinance to increase the retirement benefits for elected officials, as well the second to that motion, was made by elected officials who had chosen not to run again for office at the last meeting at which those two elected officials would be serving as elected officials. As such, the majority of elected officials who approved this ordinance are unaccountable to the taxpayers for this decision.

3.

The approval of this increase in retirement pay for elected officials is demonstrative of elected officials placing their personal financial interests above the public interest and the interests of the employees of the City of Statesboro.

THEREFORE, the City Clerk is hereby directed to return Ordinance No: 2015-13, along with this written statement of reasons for this veto, to the City Council. The City Clerk is further directed to place Ordinance No: 2015-13 on the agenda at the next meeting of the City Council to determine whether sufficient votes exist to override this veto.



Jan J. Moore, Mayor

**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

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)

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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, pp. 22-23).

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 **January 1, 2016** **(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

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

*Interpolate for whole months

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

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.

- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 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 January 1, 2016.

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 _____, 2016.

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 2016- 01: A RESOLUTION APPOINTING VAN COLLINS AS THE
PROJECT SUPERINTENDENT FOR THE 2010 WATER AND SEWER REVENUE
BONDS

THAT WHEREAS, the 2010 Water and Sewer Bond requires a Project Superintendent to sign a requisition and certificate for the disbursement of Construction Funds; and

WHEREAS, Mr. Wayne Johnson, previous Project Superintendent, has retired from the City with an effective date of December 31, 2015; and

WHEREAS, the Mayor and Council need to appoint a new Project Superintendent in order to stay in compliance with the 2010 Water and Sewer Revenue Bond in order to disburse construction funds; and

WHEREAS, the City Manager has made a recommendation to appoint Van Collins as the new Project Superintendent for the 2010 Water and Sewer Revenue Bonds;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assemble the appointment of Van Collins as the new Project Superintendent for the 2010 Water and Sewer Revenue Bonds.

Adopted this 5th day of January 2016.

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

**RESOLUTION 2016-02: A RESOLUTION ADOPTING THE STANDARD OPERATING PROCEDURES
REGARDING INFORMATION DERIVED FROM THE GEORGIA CRIME INFORMATION CENTER (GCIC)
CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) NETWORK**

WHEREAS, the Georgia Crime Information Center (GCIC), requires the City the protection of Criminal Justice Information (CJI)/Criminal History Record Information (CHRI) in any form of media.;

WHEREAS, the Georgia Crime Information Center requires that the City must establish guidelines to ensure that GCIC CJIS Network materials, records and information obtained thereof are secure in the event of a man-made or natural disaster;

WHEREAS, the Georgia Crime Information Center requires that the City must establish guidelines for disciplinary action in regards to misuse or violations concerning the GCIC CJIS Network, materials, records and information obtained thereof.

WHEREAS, the City has consulted with the Georgia Crime Information Center in the development and implantation of the above referenced guidelines which are attached as Exhibit A , Exhibit B, and Exhibit C to this resolution;

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of Statesboro, Georgia that the below described guidelines which are attached as Exhibit A, Exhibit B, and Exhibit C to this resolution are adopted as policies of the City of Statesboro:

Exhibit A: Standard Operating Procedure Policy for Media Protection of CJI/CHRI information.

Exhibit B: Standard Operating Procedure Policy in the event of a Man-Made/Natural Disaster to ensure GCIC CJIS information is secure.

Exhibit C: Standard Operating Procedure Policy for Disciplinary Action concerning GCIC CJIS information.

Adopted this ____ day of January 2016.

STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

**City of Statesboro
Non-Criminal Justice
Media Protection Policy**

Standard Operating Procedure

Subject:

Media Protection Policy for information derived from the Georgia Crime Information Center (GCIC) Criminal Justice Information System (CJIS) Network

Effective Date: 01/05/2016

Purpose:

The purpose of this policy is to ensure the protection of Criminal Justice Information (CJI)/Criminal History Record Information (CHRI). This policy applies to all agency employees, non-paid employees, and vendors/contractors with access, to include physical and logical access, to any electronic or physical media containing CJI/CHRI while being stored, accessed or physically moved from a physically secure location. Transporting CJI outside the agency's assigned physically secure area must be monitored and controlled.

Authorized personnel shall protect and control electronic and physical CJI/CHRI while at rest and in transit. The agency will take appropriate safeguards for protecting CJI/CHRI to limit potential mishandling or loss while being stored, accessed, or transported. Any inadvertent or inappropriate disclosure and/or must be reported to the agency head or designee and the Local Agency Security Officer (LASO). All employees, non-paid employees, and vendors/contractors are required to follow the policies, rules and procedures set forth by GCIC, GCIC Council Rules, CJIS Security Policy, and the laws of the State of Georgia.

Controls shall be in place to protect electronic and physical media containing CJI/CHRI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CJI/CHRI.

Media Storage and Access:

To protect CJI/CHRI, personnel shall:

1. Securely store within a physically secure location or controlled area.
2. Restrict access to authorized individuals.
3. Restrict the pickup, receipt, transfer and delivery to authorized individuals.
4. Ensure that only authorized users remove printed form or digital media from the CJI/CHRI.
5. Physically protect until media end of life.
6. Not use personally owned information system to access, process, store, or transmit CJI/CHRI
7. Not utilize publicly accessible computers to access, process, store, or transmit CJI/CHRI.
Publicly accessible computers include but are not limited to: hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

8. Store all hard copy printouts maintained in a secure area accessible to only personnel whose job function require them to handle such documents.
9. Safeguard against possible misuse.
10. Take appropriate action when in possession, while not in a secure area
 - a. Must not leave the employee's immediate control. CJI printouts cannot be left unsupervised while physical controls are not in place.
 - b. Precautions must be taken to obscure CJI from public view, such as by means of an opaque file folder or envelope for hard copy printouts. For electronic devices like laptops, use session lock use and /or privacy screens. CJI shall not be left in plain public view. When CJI is electronically transmitted outside the boundary of the physically secure location, the data shall be immediately protected using encryption.
 - i. When CJI is at rest (i.e. stored electronically) outside the boundary of the physically secure location, the data shall be protected using encryption. Storage devices include external hard drives from computers, printers and copiers used with CJI. In addition, storage devices include thumb drives, flash drives, back-up tapes, mobile devices, laptops, etc.
 - ii. When encryption is employed, the cryptographic module used shall be certified to meet FIPS 140-2 standards.
11. Lock or log off computer when not in immediate vicinity of work area.
12. Establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality

Electronic Media Sanitization and Disposal:

The agency shall sanitize, that is, overwrite at least three times or degauss electronic media prior to disposal or release for reuse by unauthorized individuals. Inoperable electronic media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies shall ensure the sanitization or destruction is witnessed or carried out by authorized personnel. Physical media shall be securely disposed of when no longer required, using formal procedures.

Incident Response:

Personnel with access to CJI/CHRI are required to be familiar with their agency disciplinary policy. Agencies must report all GCIC violations in writing to the GCIC Deputy Director.

Penalties:

Violation of any of the requirements in this policy by any authorized personnel will result in suitable disciplinary action, as outlined in the Disciplinary Policy.

City of Statesboro

**Non-Criminal Justice
Man-Made/Natural Disaster Policy**

Standard Operating Procedure

Subject:

Man-Made/Natural Disaster Policy for information derived from the Georgia Crime Information Center (GCIC) Criminal Justice Information System (CJIS) Network

Effective Date: **01/05/2016**

Purpose:

The purpose of this policy is to establish guidelines in the event of a man-made or natural disaster to ensure that GCIC CJIS Network material, records and information obtained thereof are secure.

This policy applies to all agency employees, non-paid employees, and vendors/contractors with access, to include physical and logical access, to GCIC materials, records and information. This policy will establish guidelines for securing GCIC materials, records and information obtained thereof in the event of a man-made or natural disaster.

All employees, non-paid employees, and vendors/contractors are required to follow the policies, rules and procedures set forth by GCIC, GCIC Council Rules, CJIS Security Policy, and the laws of the State of Georgia.

In the event of a man-made or natural disaster, the agency head or designee and/or the Local Agency Security Officer (LASO) shall have the responsibility of ensuring that GCIC materials and records maintained by the agency are not in danger of being damaged or destroyed. In the event that the materials or records are not secure, or have been damaged or destroyed, the affected agency personnel shall make immediate notification to the agency head or designee and/or LASO to inform of the situation. If necessary, personnel shall be stationed in the area to secure GCIC materials and records. Affected areas include: Records, and Administrative Offices. The agency head, designee and/or LASO shall be responsible for taking necessary steps to ensure that all materials and records are secure on-site or that the materials and records are moved to another secure location.

City Of Statesboro Georgia

**Non-Criminal Justice
Disciplinary Policy**

Standard Operating Procedure

Subject:

Disciplinary Policy for violation or actions involving misuse of information derived from the Georgia Crime Information Center (GCIC) Criminal Justice Information System (CJIS) Network

Effective Date: 01/05/2016

Purpose:

The purpose of this policy is to establish guidelines for disciplinary action in regards to misuse or violations concerning the GCIC CJIS Network, materials, records and information obtained thereof.

This policy applies to all agency employees, non-paid employees, and vendors/contractors with access, to include physical and logical access, to GCIC materials, records and information. All employees, non-paid employees, and vendors/contractors are required to follow the policies, rules and procedures set forth by GCIC, GCIC Council Rules, CJIS Security Policy, and the laws of the State of Georgia.

Title 28, United States Code § 534, authorizes dissemination of Criminal History Record Information (CHRI), and provides that access to CHRI is subject to cancellation if dissemination is made outside of the authorized recipient. In addition, O.C.G.A. § 35-3-38 establishes criminal penalties for specific offenses involving requesting, obtaining, using and/or disseminating CHRI except as permitted by law.

The following disciplinary action will be taken for general working errors that involve violations which are determined to be accidental errors or errors made due to the need of Security Awareness training. The severity of the error will be evaluated by the agency head or designee. This is a general guideline and its use will be determined by the agency head or designee.

1st offense (for less severe errors) Verbal Warning and additional training

2nd offense (determined by the severity of error) Written reprimand and additional training

3rd offense – Written reprimand, possible suspension or termination and additional training

4th offense – employment termination

For deliberate violations and/or misuse of GCIC/NCIC or information obtained thereof:

1st offense – immediate termination and possible criminal prosecution

EXHIBIT: C



2016 Georgia Classic Main Streets Memorandum Of Understanding

MOU

1/1/2016

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and returned including original signatures to the Georgia Department of Community Affairs, c/o Jessica Reynolds, 60 Executive Park South, NE, Atlanta, Georgia 30329 by FEBRUARY 15, 2016.

GEORGIA CLASSIC MAIN STREETS PROGRAM

MEMORANDUM OF UNDERSTANDING

2016 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of _____, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2016. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the region. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the "Main Street America" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes when possible. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2016).
 - C. A copy of the work plan should be on file and updated with DCA monthly as part of the monthly reporting process.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street approach and trends for downtown revitalization and to support the downtown manager.
6. Newly Appointed Board Members are required to attend Main Street 101, hosted by the Office of Downtown Development, within their first year of their first term.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in occasional surveys by DCA related to Main Street Programming.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, mission and vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. One representative from the local program should attend at least one Regional Managers meeting in 2016.
 - B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-

DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.*

**A current list of training opportunities through DCA can be obtained at any time from the agency.*

3. Respond to requests by DCA in a timely manner.
4. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
5. All newly hired managers must complete Main Street 101 training with DCA within the first 12 months of employment in the local community.
6. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
 - A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
 - B. DCA will offer six Regional Managers Meetings statewide in 2016.
 - C. DCA will offer four Main Street 101 workshops and two Main Street 201 workshops throughout the year related to the Main Street Approach™
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
 - B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2016.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street Designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up Program process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2016 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

GEORGIA CLASSIC MAIN STREET PROGRAM

MEMORANDUM OF UNDERSTANDING: 2016 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): _____

Mayor/Chief Elected Official's Signature

Date

Printed Name

Date Term Expires

MAIN STREET BOARD OF DIRECTORS



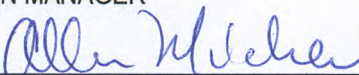
President/Board Chairperson's Signature

12/11/2015
Date

Robert Mikell
Printed Name

March 2016
Date Term Expires

DOWNTOWN MANAGER



Manager's Signature

Dec. 11, 2015
Date

Allen Muldrew
Printed Name

Oct 7, 2008
Date Hired

Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA CLASSIC MAIN STREET PROGRAM

Director's Signature

Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov

Memo



TO: Robert Cheshire, Deputy City Manager

FROM: Darren Prather, Purchasing Director

DATE: 12-21-2015

Re: Recommendation—Bid Award/ Road Crack Sealing Machine

This recommendation is to award the purchase of a road crack sealing machine per the HGAC (Houston-Galveston Area Contract). The City of Statesboro has utilized this cooperative contract previously as is allowed per our ordinance. The HGAC is a grouping of municipalities that competitively bid out numerous items and allow other municipalities to utilize these contracts. This road crack sealing machine will be utilized in our Streets Division of Public Works and has a cost of \$53,672.53. As with most machinery on contracts, this machine is customizable as to any features that need to be added. The purchase price represents all features required by the City of Statesboro. This item is budgeted under CIP# ENG-STS 108 in the amount of \$55,000.00.

We recommend the purchase award for a Crafcro Supershot 125 DC be made to Crafcro, Inc. per the HGAC contract amount of \$53,672.53. This machine was demoed by the City of Statesboro and is used by the GADOT. This amount includes delivery to the City of Statesboro. The area distributor for this item is Reynolds-Warren in Lake City, GA. However, as stated above, the bid award has to be made to Crafcro, Inc. who holds the HGAC.

STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT
March 1, 2016 to December 31, 2016

DEFINITIONS

- | | |
|-----------------------------------|---|
| 1. "SPD" means: | The Statesboro Police Department |
| 2. "Company" means: | The towing company making application for Rotation |
| 3. "Owner" means: | Person(s) that own and/or operate/manage a company regardless if they are an operator/driver. |
| 4. "Operator" means: | An approved tow truck driver/operator. |
| 5. "Yard" means: | A secured impoundment facility that meets the requirements of the Department of Public Safety Rule 570-6-1-08 |
| 6. "Normal Business Hours" means: | 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays |
| 7. "Sanctions" means: | A penalty including but not limited to warnings, suspensions, and/or termination. |

DISCLAIMER

SPD is seeking to establish a Towing Rotation list to be used when a sworn officer requests the removal and towing of a motor vehicle. The SPD reserves the right to make any changes to the Agreement, with sufficient notice to the Companies.

Being on the SPD Towing Rotation lists is a privilege and not a right and does not create a contract between the SPD and the Company. To be eligible to be on any SPD Towing Rotation list, towing companies must submit, during open application, the Towing Rotation Application and must agree to comply with the rules and regulations as set forth in this Towing Rotation Agreement. Towing Companies on SPD Towing Rotation list must also follow all Federal, State, and local laws and regulations pertaining to tow companies. Failure to comply with the terms of this Agreement or applicable Federal, State, and local laws and regulations may lead to sanctions against the towing company as described in the Agreement.

The signature of the duly authorized representative on the Application and Agreement shall confirm that the entire document has been read, the information given is complete and accurate, the company and all employees are bound by all provisions of the Agreement, the company understands the requirements to be placed on and remain on any SPD Towing Rotation list, the company accepts the conditions of the Agreement, and the company accepts responsibility for the actions of its owners, agents, employees, and tow truck passengers as they relate to the Agreement and do so with the full understanding that inclusion on any SPD Towing Rotation list is voluntary and a discretionary privilege extended by the SPD and not a legal right. Inclusion on SPD's Towing Rotation list does not guarantee any Company an equal or specific number of Rotation Calls. Falsification of any portion of this Application or Agreement or in the documentation provided in support of the Application shall be cause for immediate removal from the Towing Rotation list and may be charged as a separate criminal offense.

PROJECT DESCRIPTION

1. This rotation and agreement will be effective March 1, 2016 through December 31, 2016, unless terminated earlier at the discretion of SPD.

2. Renewals and Enrollment for existing and/or new companies must be completed each year during the Renewal/Enrollment period specified by the SPD.

APPLICATION OBLIGATIONS

The SPD will receive sealed packets until 4:30 p.m. Monday, February 15, 2016 at the SPD Building located at 25 West Grady Street, Statesboro, Georgia 30458. Packets delivered after this time will not be accepted.

1. Packet must be complete in order to be considered.
2. The right is reserved to reject all applications, to waive any informality or technicality, or to accept applications deemed in the best interest of the SPD.
3. Packets that have trucks, drivers, yards, owners, office staff, or any employees not qualifying for participation will not have those trucks, drivers, yards, owners, office staff or employees considered.

ROTATION AGREEMENTS

I. Terms, Conditions, Procedures, and Agreements

A. The Company

1. The company is responsible to submit all information requested in the application.
2. Managers - who do not drive or operate tow trucks - must submit original GCIC Criminal Histories not older than thirty (30) days, showing "Criminal History Verified" and with Arrest History Attachments. Arrests that do not have dispositions listed may not be acceptable for the background check unless the court summary is attached showing dispositions of charges.
3. Managers must be within compliance of the criteria listed below:
 - a. Are legally authorized to work in the United States.
 - b. Shall not have been convicted, either in a state court or any court in the United States, of a violent felony or similar crime of any assault or other crimes against a Law Enforcement Officer or government official, or any sexual offense. Shall not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease and not been restored, and shall not be a Registered Sex Offender in Georgia or any other State.
 - c. Shall not have any convictions, including pleas in abeyance such as pre-trial diversion or first-offender sentence, classified as a felony or misdemeanor crime involving violence, moral turpitude, weapons, illegal use or possession of any substance, domestic violence or related convictions, resisting arrest, obstruction of justice, or any thefts, within the last five (5) years. Sentencing must also be satisfactorily completed –including, but not limited to probation and/or parole –with the date of completion also not within the last five (5) years. Employees who show a pattern of criminal behavior may be rejected.
 - i. "Moral turpitude" means conduct which;
 1. is done knowingly contrary to justice, honesty, or good morals;

2. has an element of falsification or fraud; or
 3. contains an element of harm or injury directed to another person or another's property.
- d. Shall not have been convicted of any other crime that when considered with the duties and responsibilities of a Manager or Office Staff Employee and as set forth in this agreement is considered by the SPD to indicate that the best interests of the public are not served.

4. The Company must maintain at least one approved yard within 5 miles of the city limits.

5. If the Company has only one approved Driver at any point in time throughout the Rotation year, and that Driver is going to be unavailable or out of service for any length of time, the Company shall not use an unauthorized driver during the absence of that driver.

6. The Company must maintain Public Liability and Property Damage Insurance equivalent to that required by Georgia Department of Public Safety Rule 570-6-1-09 that governs nonconsensual towing as from time to time amended. **THE CITY OF STATESBORO SHALL BE LISTED AS AN ADDITIONAL INSURED, AND THE COMPANY SHALL PROVIDE PROOF TO THE SPD THAT THE CITY OF STATESBORO IS LISTED AS AN ADDITIONAL INSURED ON THESE INSURANCE POLICIES**

7. The company shall provide evidence of Workers Compensation Insurance and shall maintain said coverage throughout the rotation year, as per Georgia State Law. The Exclusion Waiver Endorsement (a statement that you do not want Workers Compensation on yourself and that you have no employees) is not acceptable.

8. The Company will be available 24 hours a day, 7 days a week. The towing company called to tow a vehicle must be at the scene of a call within 20 minutes, except under extraordinary circumstances. If the towing service first called accepts the call and does not arrive at the scene within 20 minutes, then another towing service may be requested to respond and the first company may be sanctioned.

9. For all regular rotation calls, the company agrees to and shall only be allowed to bill for towing and storage under this agreement at the same exact rates as provided in the "Nonconsensual Towing Maximum Rate Tariff" adopted and published annually by the Mayor and City Council. In cases of tows which are longer than one hour, an on-scene SPD sergeant or lieutenant may sign the tow receipt, noting the arrival and departure from the scene time, thereby authorizing billing longer than the standardized one hour and additional fee of \$15.00 per additional quarter hour.

Only those charges allowed per this agreement may be charged to a vehicle owner or insurance company. There will be no additional charges allowed for cleanup of any debris or spills at the scene.

****The SPD may perform audits on Company billing receipts.***

10. The Company will ensure that all operators, assistants, trainees, and any other employees have sufficient experience and/or training in currently recommended towing techniques and are capable of performing their duties in a lawful, safe, proper, and effective manner.

11. The towing company shall accept payment offered at the scene or yard in cash or by major credit/debit card, and shall maintain sufficient cash on hand to make change of up to Fifty-Five dollars (\$55).

12. The dispatch phone number shall be answered in the name of the company making application.

13. The Company agrees not to use unapproved Managers, Office Staff, Operators, Yards, or Trucks. New Managers, Office Staff, Operators, Yards, and Trucks may be added by submitting the required information and the appropriate attachments. The Company must immediately notify the SPD of any and all changes to Company information, including removal of yards, trucks, drivers, office staff, etc.

14. The Company agrees to unannounced audits of records.

15. Only those Companies that have been called from the Towing Rotation may respond to a SPD Tow request.

16. The Company will maintain complete and accurate records of all SPD rotation tows and shall provide the SPD with such records as requested. Failure to maintain such records will result in sanctions up to and including suspension or removal from the Rotation.

17. The Company shall respond with its own equipment that is permanently marked as such and will not use other towing company equipment on a "Temporary Lease" or substitute backup basis. No borrowing of wreckers will be allowed. If you are unable to respond to a call because of a "down" wrecker, the back-up wrecker will be contacted.

18. The company shall submit to unannounced equipment, truck, yard, record inspections during normal business hours and must successfully pass said inspections in order to remain on the rotation. If it is determined that the on-site yard office is not staffed and open for business as required the company may be sanctioned.

19. The company shall ensure that tow truck operators provide only those services that are necessary or requested and shall, at the time of the tow, provide the owner or driver (if present at the scene) of the vehicle:

- a. the location where the vehicle will be stored;
- b. a copy of the current rate schedule, and;
- c. the terms of the vehicle recovery.

20. The company shall make every effort to resolve legitimate claims for damage or theft that are obviously related to the towing and/or storage of the vehicle and shall do so in a timely manner. Vehicles that are damaged as a result of the tow may result in the company being sanctioned up to and including suspension or removal from rotation.

21. The company shall provide the owner of the vehicle with the company's insurance information, if requested, when the owner makes a complaint of damage or theft or in the process of resolving claims.

22. The company shall provide SPD officers on scene at the rotation call of any requested information regarding the company, drivers, trucks, equipment, yards, or any other information deemed pertinent.

23. The Company shall ensure that once the Operator is given control of the vehicle at the tow site, notation is made on the invoice of the description of any property that is removed from the vehicle and the name of the person removing it.

24. Operators shall not leave the scene of a rotation call on a traffic accident until all debris, oils, and radiator fluids (including all absorbent material) have been properly removed from the scene as coordinated by officers.

25. The Company shall provide renewal copies of occupation tax certificates, local, state and federal licenses, insurance, registration, Motor Carrier Certification, and driver certificates at the time the item is renewed. As the Company should reasonably know when these items are due, Companies will be suspended without notice until the renewed copies are provided or may be terminated if the renewal is not received within thirty (30) days of the previous expiration. Notification by an insurance company or the State that a required element of this Agreement has been revoked shall be cause for immediate suspension without notification by the SPD as the Company receives the same correspondence.

26. The Company shall ensure that all owners, operators, office staff, and any other Company employees shall cooperate fully and honestly with Officers at the scene of Rotation Calls, and any other Law Enforcement Officer. Dishonesty and/or failure to cooperate may result in sanctions up to and including termination from the Rotation.

27. The Company shall ensure that all owners, managers, and operators report to the Statesboro Police Department no later than July 1 of each year to sign authorization for bi-annual criminal and driver's history checks to be administered by Statesboro Police Department Personnel.

28. The company must submit a Georgia E-Verify affidavit form or exemption affidavit along with the application packet.

B. Operators

1. Operators shall comply with all Federal, State, and local laws and regulations when engaged in Rotation Towing.

2. Each Owner and Operator must submit original GCIC Criminal Histories not older than thirty (30) days showing "Criminal History Verified" with Arrest History attachments. Arrests that do not have dispositions listed may not be acceptable for the background check unless the court summary is attached showing dispositions of charges.

3. A SPD identification card shall only be issued to Operators and Owners if the employee is within compliance of the criteria listed below:

a. Are legally authorized to work in the United States.

b. Shall not ever have been convicted, either in a Georgia court or any court in the United States, of a violent felony or similar crime of any assault or other crimes against a Law Enforcement Officer or government official, or a sexual offense. Shall not have been

declared by any court of competent jurisdiction incompetent by reason of mental defect or disease and not been restored, and shall not be a Registered Sex Offender in Georgia or any other State.

c. Shall not have any convictions, including pleas in abeyance such as a pre-trial diversion or first offender, classified as a felony or misdemeanor crime involving violence, moral turpitude, weapons, illegal use or possession of any substance, domestic violence or related convictions, resisting arrest, obstruction of justice, or any thefts, within the last five (5) years. Sentencing must also be satisfactorily completed –including, but not limited to probation and/or parole – with the date of completion also not within the last five (5) years. Operators who show a pattern of criminal behavior may be rejected.

i. “Moral turpitude” means conduct which;

1. is done knowingly contrary to justice, honesty, or good morals;
2. has an element of falsification or fraud; or
3. contains an element of harm or injury directed to another person or another's property.

d. Shall not have been convicted of any other crime that when considered with the duties and responsibilities of an Operator and as set forth in this agreement is considered by the SPD to indicate that the best interests of the public are not served. It is the responsibility of the tow company to return the SPD ID card for all employees no longer working for them.

4. Each Owner and Operator must submit his driving record from the Department of Public Safety not older than thirty (30) days. An Owner or Operator shall not have had driving privileges under revocation or suspension within two (2) years of the date of application.

5. Each Owner or Operator that responds to Rotation calls shall clearly display a valid SPD identification card which has been issued to the Operator for the specific Company. ID Cards are non-transferable and shall be used for official purposes only. The use of ID cards to obtain credit, complete a financial transaction, or secure a gratuity is prohibited. The card remains the property of the SPD and shall be surrendered to the SPD upon termination. The Tow Company is responsible to make sure the identification card/badge is returned to the SPD and shall not destroy identification cards/badges or throw them away.

6. Serious Operator error may result in the Company being sanctioned and the Operator being permanently removed. The SPD shall determine if a violation is serious.

7. Using an unauthorized Operator on a Rotation call may result in an immediate termination from the Rotation.

C. Trucks and Equipment

1. Each tow truck shall comply with the Equipment requirements as established in the Georgia Department of Public Safety Rule 570-6-1-.11 that governs nonconsensual towing.

D. Storage Yard / Lot

1. Yards/Lots shall be located within the city limits of Statesboro and be in compliance with the requirements of Georgia Department of Public Safety Rule 570-6-1-.08 that governs nonconsensual towing.
2. The company shall provide owner access to vehicles towed subject to a rotation call on a 24-hour, 7-day a week basis.
3. Companies upon contact by the vehicle owner or authorized agent:
 - a. Shall, during normal business hours, respond to the yard within 20 minutes and by appointment;
 - b. Shall not charge the vehicle owner or authorized agent an additional fee for responding to the yard during normal business hours for the purposes of:
 - i. Releasing a vehicle;
 - ii. Releasing life essential personal property contained within the vehicle;
 - iii. Inspecting the condition of the vehicle.
4. Each yard shall maintain a video surveillance system and each building shall maintain an alarm system.
5. Yards that experience frequent problems with theft from, or vandalism to, towed or stored vehicles may result in the Company being terminated from the rotation.
6. All property removed from towed vehicles by the company for "safe keeping" must be listed on the invoice that is to be received by the vehicle owner.
7. The Company shall ensure that the storage yard operator maintains a log of individuals who have been given access to vehicles for the purpose of removing personal property and such log shall show the name, vehicle, date, time and receipt number.

II. Complaints

1. The Company shall cooperate with the SPD in any inquiry regarding an allegation of the violation of any part of this agreement.
2. As a matter of practicality, the enforcement of certain articles in the agreement occurs primarily as violations are brought to the attention of the SPD.
3. The SPD shall be the determining authority as to the severity of any violation. After the coordinator's investigation he/she shall impose sanctions as she/he deems appropriate.

III. Penalties

1. The SPD has an obligation to the public regarding the safety of vehicles and contents when towed and stored at SPD request and by an SPD Rotation Tow Truck. When circumstances warrant, it will be

necessary to immediately suspend a towing company from the rotation and remain on suspension until the situation can be thoroughly investigated and an appropriate and fair decision rendered.

2. Actions that may result in a towing company's suspension or termination from the SPD Towing Rotation List include, but are not limited to:

- a. requesting or demanding a vehicle owner sign any financial responsibility disclaimers;
- b. charging unauthorized fees.
- c. holding life-essential personal property "hostage" for payment to the company;
- d. expiration of liability or workers compensation insurance;
- e. failure to maintain complete and accurate records of rotation towed vehicles;
- f. threats;
- g. operating a tow truck or company in violation of law;
- h. using unauthorized company operators, trucks, or yards on rotation calls;
- i. serious operator error;
- j. vehicle damage sustained during the towing process;
- k. operating unsafe tow trucks;
- n. moving a yard to another location without prior notification to the SPD;
- o. operating a yard which does not have an office on site;
- p. falsifying information on this application;
- q. revocation/suspension of driving privileges or towing privileges by the State of Georgia.

3. Following an investigation, if the SPD deems a sanction is appropriate, the Company will be notified by Email and/or U.S. mail.

4. The SPD will determine the length of any suspension. Suspension may result in a company being denied participation for any length of time in the current rotation, extended into a proceeding rotation, permanently, or other time as determined by the SPD.

5. A company, yard, truck or driver may be suspended or terminated from the rotation for practices determined by the SPD to be unlawful, unreasonable, or otherwise not in the best interest of the public and as outlined in this application.

6. A violation of any part of this agreement may be cause for sanctions.

I hereby declare under criminal penalty of the State of Georgia that the information contained in the foregoing application is true and correct. I agree to be bound by all of the terms and conditions contained in the foregoing application and acknowledge that by signing below, I acknowledge I have read the application in its entirety. I agree to abide by the terms and conditions set forth in the application. I agree to accept responsibility for ensuring that all employees of the Company comply with the provisions of the application.

Company Owner

Printed Name: _____
Company Name: _____
Date: _____

Email Address: _____